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# HIGHLAND MEADOWS PUD COMBINED ARCHITECTURAL AND DESIGN GUIDELINES

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# **1. Introduction**

## **1.1. Definitions**

1. The Architectural Review Committee or Committee or ARC is established and empowered in the Declaration. Article 12 is the primary part of the Declaration which defines the rights of the Committee.
2. Association or HOA has the meaning assigned to "Association" in the Declaration.
3. Building Envelope is that portion of each lot within which all improvements, including structures, decks, walks, landscaping, and any construction disturbance must be located, and is the only area of the lot where alterations of or disturbance to the natural landscape may occur, with the exception of the driveway, parking spaces and turn-around.
4. Dark Sky Compliant or Dark Sky Friendly is defined by the International Dark Sky Association.
5. Declarant means Highland Meadows HOA, its successors and assigns.
6. Declaration means the Amended and Restated Declaration of Covenants, Conditions & Restrictions for Highland Meadows.
7. Executive Board as defined in the Declaration.
8. Improvement shall mean any house, porch, patio, excavation, landscaping, or any other structure of any kind or exterior addition to or change or alteration thereto.
9. Lot as defined in the Declaration.
10. Non Disturbance Envelope is the area within the property boundaries that is no more than 15 feet outside the Building Envelope.
11. Owner as defined in the Declaration.
12. PUD means the current version of the Highland Meadows Planned Unit Development Designation recorded with Summit County, Colorado.
13. Substantial Completion refers to a stage of a construction or building project or a designated portion of the project that is sufficiently complete, in accordance with the construction contract documents, so that the owner may use or occupy the building project or designated portion thereof for the intended purpose.
14. Summit County Building Code is the list of building requirements for Summit County, Colorado, currently consisting of the 2012 International Code with specific Code Amendments.
15. Summit County Land Use & Development Code is a set of procedures and regulations published by the Summit County Planning Department to protect, promote and enhance public health and safety; to provide for planned and orderly development in Summit County in a manner consistent with the constitutional rights of property owners; and to balance the needs of a changing population with legitimate environmental concerns.

Any other capitalized term used in these Architectural Design Guidelines not defined herein, has the meaning defined in the Declaration or other governing document.

## **1.2. Background and statement of intent**

Homeowners must verify that they are in Good Standing prior to initiating this process.

Highland Meadows Subdivision is a Planned Unit Development (PUD). Highland Meadows HOA desires to protect and maintain Highland Meadows Subdivision as a mountain residential area of high quality and value for the purpose of enhancing and protecting

the value, desirability and attractiveness of the property, to provide a rural, low density character, preserving open meadows and wetlands, insofar as practical, with compatibility of the surrounding forest lands, mountains', and lake views.

The intent of these regulations is that the homes be indigenous to the physical and historical context of the area; that they incorporate native and natural materials, simple in form, sensitive siting and in general be unassuming in character. It is intended that the buildings not compete with each other, or assert themselves at the expense of the neighboring homes, but rather relate to each other to form a harmonious community which shares and supports a common interest and appreciation of a most unique environment.

These Architectural Design Guidelines are intended to focus on design form and character that will complement the natural environment of the community. The Architectural Design Guidelines seek to create a quality living environment of enduring value by:

- Design continuity throughout the community
- Consistent quality standards
- Integrated house, streetscape and community design
- Protection and conservation of the natural site features
- Use of natural materials

These guidelines will be the criteria for judgment by the ARC and form the basis of control imposed by it. Compliance with the spirit of these standards is required. These guidelines constitute the standards and requirements to which each Owner must adhere, subject to waivers or variances granted by the ARC.

These Design Guidelines are promulgated by the ARC in accordance with the Highland Meadows PUD and pursuant to the authority granted therein to the Executive Board of Directors of the Association.

The Building Envelope has been developed as a maximum allowable building area to minimize impact on the lot and maintain view corridors through all lots. To that end, a comprehensive design review process has been established and is described in section 4 Design and Construction Review Process.

The Design Review Process was developed to provide adequate checkpoints throughout the design and development phases, so that time and money are not wasted on plans and designs which do not adhere to the Design Guidelines or to the overall design principles of Highland Meadows, or which may be inappropriate or of improper configuration for their specific Lot settings. Therefore, it is extremely important that the design steps of the Design Review Process be followed in their entirety, and in correct sequence. This process is a proven and streamlined one and will not result in time delays, provided each Owner, Architect and builder performs in the spirit with which the Design Guidelines are intended, namely, a site-sensitive approach to the development of his Lot within this unique community.

Confirmation of Final Design Approval by the ARC is required before applying for a building permit from Summit County. However, Highland Meadows Design Review Process is independent of the Summit County's technical plan review process and design review process and is solely intended to enforce Highland Meadows Design Guidelines. Therefore, each Owner or Owner's agent shall bear the responsibility for the proposed improvements adherence to the Summit County's design, zoning, and building code standards.

No building, fence, wall or other structure or improvement of whatever type shall be commenced, erected or maintained on any Lot (except for initial construction on the



Common Elements by the Declarant or Declarant's successors), nor shall there be any addition to or change to the exterior of any residence or other structure or improvement upon a Lot or the landscaping, grading or drainage thereof, including, without limitation, the painting (other than painting with the same color of paint as previously existed) of exterior walls, patio covers and fences, except in compliance with plans and specifications therefore which have been submitted to and approved by the ARC in accordance with the Design Guidelines.

Plans and specifications shall be approved by the ARC as to style, exterior design appearance and location, and are not approved for engineering design or for compliance with zoning and building ordinances and by approving such plans and specifications neither the Review Board, the members or agents thereof, the Association, the Executive Board of Directors of the Association nor the Declarant assumes any liability or responsibility therefore, or for any defect in any structure constructed from such plans and specifications. Approval of plans and specifications by the ARC is not, and shall not be deemed to be, a representation or warranty that said plans or specifications comply with applicable governmental ordinances or regulations including, but not limited to, zoning ordinances and building codes.

The reconstruction by the Association or the Declarant after destruction by casualty or otherwise of any Common Elements which is accomplished in substantial compliance with "as built" plans for such Common Elements shall not require compliance with the provisions of these Design Guidelines.

### **1.3. Granting Clause**

Under the terms of the Declaration for Highland Meadows Subdivision the ARC does hereby establish these Architectural Design Guidelines pursuant to Article 12 of the Declaration. Copies of the most recent Architectural Design Guidelines may be obtained from the Highland Meadows HOA or the Summit County Planning Department. The Declaration will control if there are any discrepancies between these Architectural Design Guidelines and the Declaration.

### **1.4. General Purposes**

These Architectural Design Guidelines are made by the HOA for the purpose of maintaining standards for the development of the land involved. The purposes also include guarding against unnecessary and unreasonable interference with the views, natural beauty and ecological integrity of the land. Development of the land is also subject to the zoning and planning regulations of Summit County, Colorado, and to applicable federal, state and county statutes, rules and ordinances.

Although final judgment of any submission must remain the discretionary opinion of the ARC, the ARC will be guided in its decisions by the Architectural Design Guidelines. These Architectural Design Guidelines may be changed from time to time as the ARC deems necessary or appropriate.

### **1.5. Owner Representative**

All representatives of the Owner, including but not limited to his architect, engineer, contractor, subcontractor, and their employees, shall be made aware of and abide by the standards and procedures outlined in the Declaration of Protective Covenants for Highland



Meadows Subdivision, the Articles of Incorporation for Highland Meadows Subdivision Homeowners Association, Inc., the Highland Meadows PUD, and these Architectural Design Guidelines. Ultimately the Homeowner is responsible for adhering to these guidelines.

## **2. Site Planning and Landscape Guidelines**

The climate, terrain, and existing vegetation at Highland Meadows are all important factors which must be considered in the design of any improvements to properties within its borders. It is the intent of the following guidelines to ensure environmentally sound and aesthetically pleasing development at Highland Meadows for the mutual benefit and enjoyment of all its members. New landscaping should provide screening for privacy and aesthetic appeal. Professional assistance is suggested.

### **2.1. Building Envelopes and Setbacks**

The specific Building Envelope for each lot has been determined by the Declarant and Summit County on the recorded plat. Owners are permitted to apply for a change in the Building Envelope by applying to the ARC and Summit County. All improvements to a Lot must be contained within its established Building Envelope except for parking, turn-around and a single driveway.

### **2.2. Site Work**

No excessive excavation or fill will be permitted on any Lot except where specifically allowed by the ARC due to terrain considerations: every attempt should be made to balance cut and fill with minimal use of retaining walls and engineered building pads.

No clear cutting of any Building Envelope or Lot will be permitted; however, it is understood that some selective pruning or removal of trees and shrubs will be necessary for the development of a wooded Lot. The retention of trees over 4 inches in diameter or over 30 feet in height is strongly encouraged. Cutting as required by the Red, White and Blue Fire Protection District for fire mitigation is also exempt.

### **2.3. 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, slippage or subsidence. Residential designs for hillside Lots (having a variation of natural grade elevation in excess of five vertical feet across the footprint of a proposal structure), must incorporate slope considerations into the design solution, so that the proposed structure terraces or steps with the natural slope. Artificial benching of sloped sites to create an engineered pad to accommodate a "flat lot design" is strongly discouraged.

Surface drainage upon and across any Lot must be addressed through the implementation of sound construction and grading practices. Existing points of entry and exit to and from a Lot by historic surface drainage must be respected. Any improvement which creates an obstruction to surface flows resulting in a back-up of water onto a neighboring Lot, tract or road is strictly prohibited. Ground floor levels should be established at a vertical elevation such that final placement of backfill, walks, drives, and porches will produce a positive drainage away from the structure in all directions.

The inclusion of foundation waterproofing and a perforated pipe foundation drainage system are recommended along uphill and sidehill foundation walls on hillside Lots. Consultation by a professional soils engineer is required for assessment of unusual or irregular soils conditions encountered.

#### **2.3.1. Grading, Dimensions, Elevations and other Information Submitted by an Owner**

Any Owner submitting plans for preliminary or construction document approval to the ARC shall be responsible for the verification and accuracy of all Lot dimensions, grade, elevations and the location of the key features of the natural terrain.

#### **2.4. Access Drives**

Each lot may be accessed by a single driveway only. Access drives shall be located to preserve and avoid important natural features, such as large or significant plant materials, drainage ways, rock outcroppings, so as to minimize disruption of the existing landscape. Use of switchback driveways crisscrossing the lot should be avoided. Grading and length of driveways shall conform to the Summit County standard. Driveway grades exceeding an eight percent (8%) slope, shall be heated or have design features that accommodate safety and comply with Summit County Land Use & Development Codes.

The graded or paved surface of an access drive shall not exceed the width permitted by the Summit County Land Use and Development Code where it crosses the road right-of-way and the front setback of the lot. Driveways and/or parking surfaces may not encroach into any side setback without specific approval of the ARC: some limited encroachment may be considered where unique terrain, vegetation constraints, or limited lot width may warrant. Permitted surfaces are asphalt, concrete or concrete pavers that comply with Standard ASTM C936. Other driving surfaces are subject to approval by the ARC.

Where culverts are required, they shall be submitted for review and approval by the ARC and Summit County Engineering.

#### **2.5. On-Site Parking**

Each single-family residential dwelling shall provide an enclosed garage space to shelter two or more conventional automobiles, and sufficient driveway space for the parking of two or more guest automobiles. Additional parking regulations are found in the Protective Covenants section of the Declaration.

No on-street parking will be permitted at Highland Meadows without permission of the Executive Board or ARC.

#### **2.6. Utilities**

Utility services are stubbed to the property lines of each Lot. Water, electric, telephone and cable television service locations are clustered (usually with those of one adjacent Lot) in a utility easement located near one of the front corners of each Lot. The sewer service extension is stubbed to the property line which lies closest to the service main. The natural gas service extension is stubbed to the front property line away from the aforementioned corner cluster. The extension of services from these stub locations to the residence shall be the responsibility of each Owner, and shall be routed to minimize disruption to the natural landscape. As a general rule, utility trenches may not encroach into any required setback except where they cross the front setback between the service tap and the Building Envelope. All disturbed areas of the site must be restored to their natural condition as nearly as possible. Information regarding current tap and service fees, as well as connection



procedure, may be obtained by contacting the respective utilities, Breckenridge Sanitation District or the Summit County Building Department.

Utility meters, garbage areas, and other related utilitarian features will be screened, buried or enclosed from view and designed as an integral (not stand alone) part of the home: Specific written approval must be obtained for such features. Such features when screened or enclosed shall be of an approved color.

## **2.7. Walls and Fencing**

Site walls or fences must appear as a visual extension of the residence, using similar materials and finishes. In no case will site walls or fences be permitted to arbitrarily delineate the Building Envelope, although it is understood that such walls or fences may define pet runs or small yards, courtyards or terraces in close proximity to the residence for the purpose of privacy. Privacy or screen walls must not exceed six feet in height, measured from existing natural grade, and they may not encroach into any required setback. Fencing is generally prohibited by the PUD except for dog runs. Fencing materials will follow PUD guidelines and match the house.

Retaining walls shall be constructed of either approved engineered bloc, indigenous boulders, drystack stone, or walls with stone veneer. Such walls over 4' shall be engineered by a registered professional structural engineer with acknowledged expertise in engineering.

Retaining walls shall not exceed two (2) courses with a maximum height per course of four (4) feet where each terrace shall have minimum width of four (4) feet with a maximum slope of 3:1. Such terraces shall be landscaped and irrigated as per a landscape plan approved as part of any site plan or subdivision application that includes such walls.

## **2.8. Mechanical Equipment**

No roof mounted or wall mounted mechanical equipment will be permitted except as permitted by the Summit County Land Use and Development Code (refer to section 3507, "Renewable Energy").

## **2.9. Storage Tanks**

All fuel tanks, water tanks or similar storage facilities must be shielded from view by walls or structure or installed underground.

## **2.10. Antennas and Satellite Dishes**

Television reception is available via a central cable system and by satellite dish. Owners desiring a supplemental dish or receiving device must first obtain approval of the ARC. All installations must comply with 47 C.F.R. 1.4000. There is a \$10 application fee for ARC submission.

## **2.11. Decks, Greenhouses, Swimming Pools, Etc.**

Decks adjacent to the structure not over a walk out shall be designed to minimize unsightly supporting structures and to complement the total design. Underpinning for decks more than three feet (3'-0") above grade must be designed without visible cross bracing or with a continuous screen wall to conceal structural supports. Decks over walk out area must minimize the appearance of visible cross bracing or have ornamentation to avoid a flimsy or stilted look. The width of the supporting columns must increase with the height. Generally



dividing guidelines for supports are 4"x 4" up to 4 feet above ground level (agl); 8"x8" up to 8 feet agl; 12"x12" up to 12 feet agl and 24"x 24" up to 24 feet agl. Like diameter logs may be substituted. Where engineering requirements do not require the sizes indicated, smaller sizes may be boxed in to achieve the appropriate look.

Swimming pools and spas, if any, must be designed as a visual extension of the residence through the use of walls or courtyards and must be shielded from view. All pools and spas must be constructed according to Summit County regulations.

Swimming pools shall not be prefabricated "above ground" style.

Greenhouses, swimming pools and hot tubs are recognized amenities but must meet code as do other architectural elements.

Temporary shelters, tents, and storage units are not permitted.

## **2.12. Lighting**

No additional lighting by an owner may occur adjacent to the right-of-way without approval of the ARC.

Site lighting is permitted within a Building Envelope, provided such lighting does not result in excessive glare toward the street or neighboring properties as per county code. An exterior lighting plan must be submitted for approval by the ARC. All exterior lighting must be Dark Sky Compliant. When pole mounted, the light source must be within eight feet from the ground. All such pole-mounted light sources are subject to ARC approval.

## **2.13. Tennis and Sports Courts**

Due to the extensive clearing required by tennis courts and other sports courts, such courts will not be permitted. Wall-mounted or free standing basketball goals may be allowed subject to ARC approval. Support posts and the back of the backboard of a freestanding basketball goal shall be painted to blend unobtrusively with its visual backdrop surroundings.

## **2.14. Transitional Area**

The transitional area is that area within the Building Envelope, but outside the residence or site walls, within which an Owner may enhance the landscape and provide a "transition" from the forest floor to the residence, if desired. Minor alterations to the natural landscape are allowed within this area in addition to the use of plants found in appendices A, B and C of these Design Guidelines. The plants from Appendix C should be planted near the residence. In order to create a gentle transition to the natural forest floor, irrigation should be discontinued as the distance from the residence increases, and plant groupings from APPENDIX A. and APPENDIX B. should be utilized. All landscaping employed in the front setback to define the entry drive must be limited to an area no wider than five to six feet along each side of the driveway surface, and must stop at the front property line. Additional plant material, not included in APPENDIX A. , APPENDIX B. and APPENDIX C. are subject to the approval of the ARC.

Care must be taken during the siting of a residence on the lot to allow for perimeter landscaping to occur, if desired, without necessitating encroachment into required setbacks.

### **2.15. Approved Plant List**

The ARC has approved a list of plants and trees deemed to be inherently compatible with the natural Highland Meadows landscape, including indigenous and nonindigenous species. Such plants are listed in APPENDIX A. , APPENDIX B. and APPENDIX C. of these Design Guidelines, and landscaping of any transitional area is expressly limited to these species. Large areas of lawn are discouraged.

### **2.16. Prohibited Plant List**

The plant materials set forth in APPENDIX D. of these Design Guidelines includes species which are potentially destructive to the native landscape of Highland Meadows, and are strictly prohibited.

### **2.17. Lot Restrictions**

No more than one (1) residential structure may be constructed on each Lot. Caretaker units meeting the applicable criteria of the Summit County Land Use & Development Code are allowed.

### **2.18. Ornamentation**

"Ornamentation" is something that lends grace or beauty but is an embellishment not essential to the integrity of the house or lot. Ornamentation includes but is not limited to statuary, play equipment, and lawn decorations.

Ornamentation is permitted, subject to the conditions set forth below.

1. If the ornamentation is a permanent part of the exterior of a structure or the lot, it must be shown on all plans to be approved by the ARC. If permanent ornamentation is to be added to a structure or to the landscaping of a lot already approved by the ARC or already completed, the addition of that ornamentation shall be treated as an improvement or improvements under section 4.11 and subject to the requirements of that paragraph.
2. No ornamentation, permanent or non-permanent, will be permitted outside of the building envelope. This prohibition does not preclude placing outside of the building envelope permanent monuments made of stone or wood or oiled bronze and lighting for a driveway entrance as set forth in Paragraph 2.12, provided that the monuments are not ornamented, are natural in appearance, compliment the existing structure, and are approved in advance by the ARC.
3. The ARC may, if requested by one or more members of the Association, require the relocation or, if absolutely necessary, the removal-of non-permanent ornamentation.

## **3. Architectural Design Standards**

All design requirements set forth within this section shall be incorporated into the construction document review submittal in the form of general notes, details or drawings.

### **3.1. Professional Design Assistance**

It is required that all Owners engage a licensed architect, familiar with mountain home design, for the design of their residence. The architect may act as a design consultant to others preparing the drawing materials, but all submittals and communication during the approval process will be with a licensed architect. It is further required that the architect personally visit the Lot prior to the submission of the Preliminary Design.



"Off the Shelf" or stock plans are not acceptable design solutions for improvements on Highland Meadows Subdivision lots.

Repetitive use of the same plan shall not be allowed at Highland Meadows Subdivision.

### **3.2. Design and Configuration**

1. The design of individual residences shall reflect the Upper Blue Basin's mining and ranch history. It is intended that the buildings not compete with each other or call attention to themselves at the expense of the neighboring homes and natural setting.
2. Special consideration will be given to the siting of the building with emphasis on the relationship to existing grades; preservation of natural site features, drainage patterns, trees, and plants; and the relationship to the neighboring lots and vistas. Site disturbance shall be minimized.
3. The residences shall have exterior elevations, roofs and details that are coordinated and consistent in their architectural treatment. Care shall be given to proportion, scale and massing qualities.
4. Roof forms shall utilize the gable configuration with sheds and dormers as complimentary form devices. Mansard, Gambrel, and A-Frame roof forms are not permitted. Flat roofs may be used for linking purposes and as a minor design element.
5. Offsets or indentations in wall planes create visual interest, add depth via shadow lines, and in some cases, create shelter (through the inclusion of an entry niche or a covered porch, for example).
6. Two or three exterior materials in combination create added interest, but too many different materials become overly busy. Transitions from one material to another must be at an inside corner only. Transition areas other than an inside corner are subject to approval by the ARC.
7. Added detail on the exterior of a home creates added appeal. The use of exposed beams, outriggers, or nontraditional trim widths and/or thicknesses can give a home its own unique personality.
8. Window placement and their relationship to one another can enhance elevation. Windows in combination are generally more appealing than a number of individual single units, and repetition of consistent sizes and types is better than an unrelated assortment of window units. Except for stacked window arrangements, head heights should be consistent at each story along a wall, and vertical alignment of window units or their edges is preferred in a two-story wall.

### **3.3. Size**

The minimum allowable size for each single-family residence shall be twenty-five hundred square feet (2,500 sq. ft.) of gross livable area excluding garages and unfinished basements, except and unless there are special circumstances or unique design solutions, which can only be approved by the ARC.

The established maximum allowable size for each single-family residence shall not exceed seventy-five hundred square feet (7,500 sq. ft) of gross livable area excluding garages. Any variance must be approved by the ARC and Summit County.

### **3.4. Prefabricated Buildings**

No building that is constructed off-site and requires transportation to any Lot, whole or in partial assembly, will be permitted: this includes mobile homes, sheds, stock modular buildings, or any other structure requiring transportation and set up in a partially completed state. However, structures that are assembled off-site and completely disassembled for



transportation, including log cabins or custom designed modular buildings, may be permitted. These structures are subject to review and approval by the ARC.

### **3.5. Height of Structures**

Pursuant to the Highland Meadows Planned Unit Development Designation, the zoning for Highland Meadows Subdivision, the maximum building height permitted for lots is limited by the Summit County Building Code.

### **3.6. Foundations**

Foundations are to be constructed per the Summit County Building Code.

### **3.7. Exterior Materials**

The predominate exterior materials will consist of wood or native stone, including shingles, beveled or tongue-in-groove, board-on-board, and board and batten siding. Plywood or synthetic sidings such as aluminum, vinyl and fiberglass products are prohibited. Alternative composite materials are subject to ARC approval.

If wood siding is to be utilized, a sample of the material being proposed must be submitted for approval. Siding materials must meet the following quality standards:

Type	Thickness	Grade
Shiplap	3/4" minimum	Select knotty
T & G	3/4" minimum	"A" or better
Board and Batton	3/4" minimum	STK
Channel Rustic	3/4" minimum	STK
Lap or Bevel	7/8" minimum	"A" or better

All dimensions are actual. All materials should be kiln dried and pre-stained on all sides.

Synthetic stone products are allowed with ARC approval. Products must be reflective of native stone materials in thickness and appearance.

As a rule, stucco and metal sidings may be used only as an accent material; the use of these materials as the predominant exterior finish material of any structure is subject to ARC approval, and will only be considered in tasteful combination with other allowed materials.

The use of brick or textured masonry block is not permitted.

The aesthetic merits of any combination of exterior materials are subject to review and approval by the ARC in order to maintain the architectural integrity and consistent visual experience of Highland Meadows.

#### **3.7.1. Exterior Walls**

Large, unbroken planes of a single material must be avoided. Recessed and projecting design elements (i.e. bays, covered entries, chimneys, porches, windows and material variations) shall be used to break up the elevations and to create architectural / visual interest.

Building exteriors shall be either painted or stained, and shall be finished so as to be non-reflective. High contrast color schemes are prohibited.

Materials permitted for exterior walls are:

- Logs
- Heavy timbers
- Shakes and shingles
- Natural wood siding
- Native stone (using muted colors)
- Stucco, limited to small accent areas only
- Other materials may be allowed at the discretion of the ARC

Materials prohibited for exterior walls are:

- Plywood siding, including T-111
- Ferro cement siding
- Angled siding
- Concrete and concrete block
- Brick
- Adobe
- Contrasting light or dark grout or mortar
- Mirrored or highly reflective glass

### **3.7.2. Foundations**

Native stone and river rock are preferred. Exposed concrete is not allowed. Concrete walls must be faced with material approved by the ARC.

### **3.7.3. Finishes**

Transparent finishes that enhance the natural materials are preferred.

Semi-transparent stains, which relate to the surrounding natural coloring are permitted.

All colors shall be reviewed by the ARC to determine the appropriateness for Highland Meadows Subdivision. Natural muted colors are preferred.

All shiny metals, sheet metals, or primed woods shall be painted, stained or weathered to natural muted colors.

## **3.8. Roofs**

### **3.8.1. Roof Design**

With the exception of minor flat connecting roofs, roof slopes shall be a minimum of 4 in 12 to a maximum of 12 in 12.

Steeper roof pitches, 8' in 12' or more, are preferred to reflect the mountain setting. No roofs shall be built over setback lines.

Other design considerations for roofs include:

- Ridge line lengths less than 40' maximum or contain broken, interesting building forms.
- Articulation of expansive roof surfaces through the introduction of dormer windows, or a shed roof "lift" with clerestory windows.
- Inclusion of consistent substantial roof overhangs at all roof edges (except when a contemporary design style dictates otherwise).



Flat roofs, where allowed, must be finished with a colored aggregate ballast or cap sheet matching the walls or other roof material of the residence.

### **3.8.2. Roof Materials**

All roof coverings shall be Class 'A' or Class 'B' as required by Summit County. Exterior materials allowed for roofs are:

- Slate or flat concrete tiles
- Built up roofing of approved finish will be allowed on small, flat connecting roofs only.
- Architectural grade composition shingles.
- Factory-finished standing seam or corrugated metal roofs, subject to the ARC's review of material, color and reflectivity

Gutters and down spouts are discouraged because of freezing conditions.

### **3.9. Chimneys and Outdoor Fires**

Chimneys are strong design elements integral to any mountain home. They are required by code to extend higher than adjacent roof lines. The ARC recommends the use of stone consistent with the design of the building be utilized on the chimney element. "Tacked-on" or exposed flue elements will not be allowed. The top of the chimney flue or termination cap may or may not be concealed by an architectural metal or masonry chimney cap.

All exposed metals such as fascia, flashing, wall vents, roof vents, metal enclosures, and chimneys, shall be painted an approved color. Reflective or contrasting finishes will not be permitted.

Vents shall be grouped wherever possible.

Due to the extreme fire danger usually present in this high forest region, all chimneys must be equipped with a U.L. approved spark arrester, including outdoor fireplaces and outdoor fire pits.

Barbecues are permitted, provided they are lidded cookers.

All other types of portable or free-standing barbecues are prohibited.

### **3.10. Exterior Colors**

All color schemes must be approved by the ARC prior to their application to any portion of a residential structure. It is the intent at Highland Meadows to preserve the appearance of the natural landscape.

In addition to the stipulations of this section, all exterior color selections shall be in accordance with the comprehensive color standards administered by Summit County.

### **3.11. Windows, Doors and Skylights**

Highly reflective glazing material and reflective sunscreening films are prohibited for use in windows, glazed doors, skylights, or for other exterior applications. In addition, all metal windows, doors, skylight frames, etc. must be painted, anodized or pre-finished with baked enamel: raw metal components, especially aluminum or galvanized iron, are prohibited.



### **3.11.1. Windows**

Wood windows are recommended. All finishes must be either natural or painted to natural colors. Other materials such as anodized metal, baked enamel or plastics of natural colors will be approved at the discretion of the ARC.

Reflecting glass is not permitted.

External shutters are not permitted.

### **3.11.2. Entries and Exterior Doors**

Front entries shall be dominant feature. Garage walls, if adjacent, shall be set back a minimum of five feet (5'0") from entry walls.

Solid core wood, plank, or painted hollow insulated metal doors are acceptable for exterior doors. Any painted materials must be of an approved color that relates to the surrounding natural colors. Simple designs are preferred.

## **3.12. Building Projections**

All projections from a residence or other structure including, but not limited to, chimney flues, vents, flashing, louvers, gutters, downspouts, utility boxes, mail boxes, porch railings and exterior stair-ways shall match the surface from which they project, or must be painted or stained an approved color to blend unobtrusively with adjacent materials. All building projections must be contained within the building setbacks.

## **3.13. Garages**

Garages must be integrated with the home design. A minimum of two permanent enclosed parking spaces must be provided on the Lot. Carports are prohibited. The PUD adheres to the Summit County Land Use and Development Code for garage size. Any separate garage for the caretaker units are counted within the garage size requirements and limits set by Summit County.

Side or rear entry garages, with doors facing away from streets are encouraged.

Wood panel or wood-faced insulated sectional overhead doors with fenestration or an applied panel pattern sufficient to provide visual relief are required. Garage doors with a metal or synthetic exterior finish are not allowed. When facing the street, single-car garage doors shall be used.

## **3.14. Renewable Energy Applications**

Renewable Energy applications are encouraged and permitted according to the Summit County Land Use and Development Codes.

## **3.15. Changes or Additional Construction**

All changes or additions to the approved plans before, during, or subsequent to their initial construction must be approved by the ARC, before the alteration may be implemented.

# **4. Design and Construction Review Process**

Plans and specifications shall be submitted to the ARC in accordance with the fees and requirements specified in Table 1 - Architectural Process and Fees for New Construction and Table 2 - Architectural Process and Fees for Remodels and Additions.

#### **4.1. Request Change to Building Envelope**

If the owner desires to change the Building Envelope, a diagram must be submitted to the ARC prior to submittal to Summit County. The diagram must include the original position and shape of the Building Envelope and the new proposed position and shape of the Building Envelope along with a reason for the change.

#### **4.2. Pre-Design Conference**

Prior to preparing preliminary plans for any proposed improvement, it is strongly suggested that the Owner and/or his architect meet with a representative of the ARC to discuss proposed plans and to resolve any questions regarding building requirements at Highland Meadows. This informal review is to offer guidance prior to initiating preliminary design, and should occur on site whenever possible. A copy of the survey should be available for review at this meeting.

#### **4.3. Preliminary Design and Builder Submittal**

When the preliminary design is complete, plans that are submitted must include all of the following exhibits in electronic format such as PDF. No review will commence until the submittal is complete:

1. A copy of the HIGHLAND MEADOWS HOA DESIGN REVIEW APPLICATION. (see APPENDIX E. )
2. Site plan (scale required, showing the entire property, location of the proposed Building Envelope, the residence and all buildings, with roof plans showing all ridge heights labeled per site grades, driveway, parking area, existing and proposed topography, proposed finished floor elevations, all trees of 8 inch diameter or greater at chest height with approximate drip lines, special terrain features to be reserved and trees to be removed
3. Survey (scale 1" = 10' or 1" = 8') required, by a registered land survey or licensed civil engineer showing Lot boundaries and dimensions, topography (2 foot contours or less), major terrain features, all trees of 3 inch diameter or greater at chest height with approximate drip lines, edge of pavement and utility locations.
4. Floor plans (scale 1/4" or 1/8" 1'0") showing proposed finished floor elevations.
5. All exterior elevations (scale 1/4" or 1/8" — 1'0") showing both existing and proposed grade lines, plate heights, ridge heights, roof pitch, building heights related to site grades, and a preliminary of all exterior materials.
6. Preliminary photos, color sketches, material, or color boards are welcome at submittal.
7. If the ARC deems it appropriate due to slope considerations or complexity of design, a study model may be required (same scale as site plan) which accurately depicts all the proposed improvements and their relationship to the site.
8. Any other drawings, materials, or samples requested by the ARC.
9. The Preliminary Design Review fee.



#### **4.4. Preliminary Design Review**

The preliminary approval shall not be an approval for construction of any kind and is subject to the conditions in Table 1 - Architectural Process and Fees for New Construction and Table 2 - Architectural Process and Fees for Remodels and Additions.

The ARC will meet to review the submittal and will respond in writing as soon as possible but no later than the time frames given in Table 1 - Architectural Process and Fees for New Construction and Table 2 - Architectural Process and Fees for Remodels and Additions.

Results of reviews will not be discussed over the telephone by members of the ARC with an Owner or his architect or builder, and the Owner, or owner's representative shall have the right to attend a meeting of the ARC to present the plans as specifically permitted by the ARC. However, they may be excluded from those parts of the meetings regarding deliberation and votes.

Any response an Owner may wish to make regarding the results of a design review must be addressed to the ARC in writing.

#### **4.5. Final Design Submittal**

After preliminary approval is obtained from the ARC, the following documents are to be submitted for final review; no review will commence until the submittal is complete:

1. A cover letter stating how all conditions of the preliminary approval have been addressed.
2. A copy of the final HIGHLAND MEADOWS HOA DESIGN REVIEW APPLICATION (see APPENDIX E. )
3. Site plan showing the entire property, location of the Building Envelope, the residence and all buildings, with roof plans showing driveway, parking area, existing and proposed topography, finished floor elevations, all protected plants or special terrain features to be preserved, trees to be removed, all utility sources and connections, and site walls.
4. Foundation plan (scale 1/4" or 1/8" = 1'0"), showing finished floor elevations.
5. Roof plan (scale 1/4" 1'0"), showing all roof pitches and roof ridge heights labeled per site grades.
6. Building section (scale 1/4" = 1'0" or larger), indicating existing and proposed grade lines.
7. All exterior elevations (scale 1/4" = 1'0"), showing both existing and proposed grade lines, plate heights, roof pitch, building heights related to site grades, and an indication of exterior materials and colors.
8. A final material color selection describing all exterior materials and colors, subject to Section 4.6 Deferral of Final Plant, Color, or Material Selection and presentation of material evidence as requested by the ARC.
9. Complete landscape plan (scale 1" = 10' or 1" = 8'), showing size and type of all proposed plants, irrigation system all decorative materials or borders and all retained plants.
10. Construction staging plan delineating the areas of site disturbance, identifying the location of staging areas and the construction trailer, if any, depicting the type and location of tree protection barriers with tree protection signage, identifying topsoil storage areas and construction material storage areas, dumpster, contractor parking and port-a-let location, construction signage location and construction schedule.
11. On-site staking of all building corners and other improvements, if requested by the ARC.

The submittal shall consist of one set of prints which shall be submitted electronically.

#### **4.6. Deferral of Final Plant, Color, or Material Selection**

An applicant may wish to delay the confirmation of final plant, color or exterior material selections until some point in time after the start of construction in order to better visualize landscape considerations, or to test an assortment of potential colors with actual materials intended for use. The ARC will cooperate with the applicant in this regard, provided that no landscape work may be started, nor color or material applied, until such time as the ARC has had the opportunity to review and consent to the final selections. We advise that the re-submittal should occur before the placement of any orders for materials to avoid potential restocking costs in the event of denial of the submitted item(s). Further, the provision stated here shall be a condition of Final Design Approval; therefore, application of any material, coating, or finish without the requisite re-submittal to the ARC shall have the effect of voiding the approval in its entirety, and a fine may be imposed. This deferral in no way eliminates the need to provide a preliminary indication of the applicant's intentions as required by the preliminary design submittal.

#### **4.7. Final Design Review**

The ARC will meet to review the submittal and will respond in writing according to the schedules in Table 1 - Architectural Process and Fees or Table 2 - Architectural Process and Fees for Remodels and Additions.

Results of reviews will not be discussed over the telephone by members of the ARC with an Owner, or his architect or builder, and no Owner, architect or builder shall have the right to attend any meeting of the ARC unless specifically permitted by the ARC.

Any response an Owner may wish to make regarding the results of a design review must be addressed to the ARC in writing.

#### **4.8. Re-Submittal of Plans**

In the event of any disapproval by the ARC of either a preliminary or a final submittal, a resubmission of plans must follow the same procedure as an original submittal. The ARC may assess an additional fee upon subsequent submittals according to Table 1 - Architectural Process and Fees or Table 2 - Architectural Process and Fees for Remodels and Additions.

#### **4.9. Commencement of Construction**

A Final Design Submittal, stamped by the Summit County Building Department must be received by the ARC prior to the start of construction.

Upon receipt of final approval from the ARC, having paid a construction compliance deposit in the amount indicated in Table 1 - Architectural Process and Fees or Table 2 - Architectural Process and Fees for Remodels and Additions with the Association and having satisfied all applicable Summit County review processes, the Owner shall satisfy all conditions of approval and commence the construction of any work pursuant to the approved plans according to Table 1 - Architectural Process and Fees or Table 2 - Architectural Process and Fees for Remodels and Additions.

If the Owner fails to begin construction prior to the Design expiration period, any approval given shall be automatically revoked and any construction deposit may be forfeited.



If the Owner fails to comply with this schedule, or if the diligent and earnest pursuit of the completion of the improvement ceases, or is abandoned for a period of two calendar months, the ARC may, upon the passage of sixty days after written notification to the Owner, proceed to have the exterior of the improvement completed in accordance with the approved plans, or remove the improvement and restore the Lot to its pre-construction condition to the greatest degree possible. All costs relating to the completion or removal shall be borne and reimbursed to the ARC by the Owner, to be secured by a continuing lien on the Lot.

#### **4.10. Inspections of Work**

At any time during the Construction of the project, the ARC may inspect all interior and exterior work and give notice of noncompliance as well as follow the Enforcement process in section 6.6. Absence of such inspection or notification during the construction period does not constitute an approval by the ARC of work in progress or compliance with these Design Guidelines.

#### **4.11. Subsequent Changes, Remodels, Additions**

Additional construction or other improvements to a residence or Lot, or changes during construction or after completion of an approved structure, including landscaping and color modification, must be submitted to the ARC for approval prior to making such changes or additions.

The review fee for any change, remodel, or addition will be determined using Table 2 - Architectural Process and Fees for Remodels and Additions, which correlates to the relative costs for duplicated review efforts upon subsequent submittals which diverge substantially from previously reviewed applications for the same site, whether previously approved or denied. This includes any color modifications to the structure. To receive a review of any change, a submittal must be made outlining the intended improvement. All drawings must be professional quality, with sufficient design detail.

#### **4.12. Final Inspection**

Upon completion of any residence or other improvement, the Owner shall give written notice of completion to the ARC. It is important to do this prior to obtaining a CO in order to preserve personal privacy.

After such notification, and according to the time frames in Table 1 - Architectural Process and Fees or Table 2 - Architectural Process and Fees for Remodels and Additions, a representative of the ARC may inspect the residence or other improvements for compliance. This includes inspection of the interior to verify finished space. Following the inspection, the ARC will issue a written report to the Owner. The report will follow the format in APPENDIX F. . If there are unfinished items or the improvements do not comply with the approved Final Design or these Guidelines, these items will be listed as defects along with the time frames required to correct them.

#### **4.13. Correction of Defects**

For projects that have outstanding items or defects, the Owner shall correct the defects documented in the ARC's Final Inspection report. The above step 4.12 Final Inspection is then repeated. If, by the end of the time period(s) specified in the Final Inspection report, the Owner has failed to remedy the noncompliance(s), the ARC may take action to remove the non-complying improvements as provided for in these Design Guidelines, including, without limitation, injunctive relief or executing the Enforcement Process in Section 6.6.



#### **4.14. Final Release and Refund of Construction Fee**

When all defects are corrected and the project is approved by the ARC, the ARC shall issue a final release according to the time frames in Table 1 - Architectural Process and Fees or Table 2 - Architectural Process and Fees for Remodels and Additions,

If the ARC fails to issue a final release, and also fails to issue a notice of noncompliance to the Owner, within the time frames specified in in Table 1 - Architectural Process and Fees or Table 2 - Architectural Process and Fees for Remodels and Additions, the completed improvements shall be deemed to be in compliance with plans as approved by the ARC, and in compliance with these Design Guidelines.

#### **4.15. Nonwaiver**

The approval by the ARC of any plans, drawings, or specifications for any work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing or specification subsequently or additionally submitted for approval. Failure to enforce any provision of these Design Guidelines shall not constitute a waiver of same.

#### **4.16. Right of Waiver or Variance**

The ARC reserves the right to waive or vary any of the procedures or standards set forth herein at its discretion, for good cause shown. Upon submission of a written narrative request for a variance or waiver of one or more provisions of these Design Guidelines, the ARC may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance with these Design Guidelines, and such requests shall not be unreasonably withheld. No member of the ARC shall be liable to any Owner or other person for any claims, causes of actions, or damages arising out of the granting or denial of any variance request by an Owner or his agent. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the ARC's right to strictly enforce these Design Guidelines against any other Owner. Each such written request must identify and set forth in narrative detail the specific guideline or standard from which a variance is sought, describe in detail the exact nature of the variance sought and be accompanied by the appropriate fee, as prescribed by the ARC. Any grant of variance by the ARC must be in writing and must identify in narrative detail both the standard from which a variance is being sought and the specific variance being granted.

#### **4.17. Exemptions**

Utility and maintenance buildings, structures, and cabinets located on non-residential tracts are exempted from the "Architectural Design Standards" portion of this document. However, the ARC will endeavor to attain as high a level of conformance with these standards as is practical for these types of facilities.

The reconstruction by the Association or the Declarant after-damage or destruction by casualty or otherwise of any Common Elements which is accomplished in substantial compliance with "as built" plans for such Common Elements shall not require compliance with the provisions of these Design Guidelines.

Repainting or re-staining associated with the prudent maintenance of an existing residence does not require subsequent approval by the ARC, provided the paint/stain colors are identical to those initially approved by the ARC for application to the residence.



#### **4.18. Fees**

All Fees are outlined in Table 1 - Architectural Process and Fees and Table 2 - Architectural Process and Fees for Remodels and Additions. An additional \$500 architect review fee may be assessed for the Final Design Review Fee. All fees are non-refundable regardless of whether or not the Owner elects to proceed with construction.

Variance requests will also be assessed a fee as determined by the ARC. The fee is nonrefundable regardless of whether or not the variance is granted or denied.

### **5. Construction Regulations**

#### **5.1. Purpose**

In order to ensure that the natural landscape and all neighboring properties are respected, and the nuisances inherent to any construction process are kept to a minimum, the following regulations shall be enforced during the construction period of all improvements at Highland Meadows. Any violation of these regulations by an Owner's agent, representative, builder, contractor or subcontractor shall be deemed a violation by the Owner.

#### **5.2. Construction Fines**

Construction fines will be assessed according to the Policy for Covenant and Rule Enforcement, Highland Meadows HOA. Continued failure to comply may cause the ARC or Executive Board to pursue legal remedy in the form of a "stop work" injunction or punitive damages.

The continued or habitual violation of these Design Guidelines by a general contractor, subcontractor, or materials supplier will result in the withdrawal by the ARC of his/their approval to perform work at Highland Meadows.

#### **5.3. Construction Staging Plan**

An approved construction staging plan must be submitted for final approval. Any deviation from the plan without prior approval will result in a construction fine. This specifically includes removal or relocation of any construction fencing from the approved location, stockpiling of soil material or construction materials in areas outside the approved areas and any other provisions of the construction staging plan. The contractor shall keep 1 copy of the approved plan on the job site.

#### **5.4. Erosion Control**

It is required that all areas disturbed by construction be permanently stabilized by seed and mulch, sod, and/or other plant material. Straw is recommended as a mulch over seed-sown areas to improve and hasten the germination. Silt fences shall be installed at all lots where construction activities may result in impacts to neighboring downhill properties.

#### **5.5. Final Inspection**

Prior to Certificate of Occupancy by the Summit County Building Department, the owner or contractor must request an inspection by the ARC. This inspection will determine that the completed building follows the approved plans and will identify any deficiencies required to be completed in order to receive a final release.

## **5.6. Health and Safety Compliance**

All applicable statutes, ordinances, or rules pertaining to safety and health, hazardous materials, toxic substances or wastes, including all relevant Occupational Safety and Health Act (OSHA) regulations and guidelines must be observed at all times

## **5.7. Construction Trailers**

Upon commencement of construction, a construction trailer or portable field office may be located on the building site within the Building Envelope, clear of all setbacks. The type, size and color of any portable office must be approved by a representative of the ARC during the pre-construction conference. The field office may not be placed on-site earlier than two weeks prior to the actual onset of continuous construction activity. At the same time, the provision of temporary power and telephone will be determined. A construction trailer may not remain on site for a period of time exceeding six months without written approval of the ARC.

## **5.8. Trash Receptacles and Debris Removal**

Owners and builders shall clean up 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. The receptacle must be positioned on the site alongside the access drive, clear of side and rear setbacks, adjacent road right(s)-of-way and neighboring properties. Trash receptacles must be emptied on a timely basis to avoid overflow of refuse; disposal shall be at a suitable off-site facility. Owners and builders are prohibited from dumping, burying, or burning trash anywhere on the Lot or in Highland Meadows. 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.

All concrete washout, from both trucks and mixers, must occur within the Building Envelope of the Lot in a location where it will ultimately be concealed by structure or covered by backfill. Washout in road rights-of-way, setbacks or on adjacent properties is strictly prohibited.

During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore or detriment to other lots or open space. Any cleanup costs incurred by the ARC or the Association in enforcing these requirements shall be payable by the Owner. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed by the end of each work day from public or private roads, open spaces and driveways or other portions of Highland Meadows.

## **5.9. Sanitary Facilities**

Each Owner or builder shall be responsible for providing adequate sanitary facilities for his construction workers. A portable toilet shall be placed on the lot at the beginning of the project.

## **5.10. Construction Access**

The approved access drive will be the only construction access to any Lot. Crushed stone base must be applied to the access drive and parking areas prior to framing.



### **5.11. 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. During very busy construction periods involving multiple trades such that all construction vehicles cannot be confined to the site proper, the overflow vehicles may be temporarily parked along the shoulder of the roadway; during these limited occurrences, vehicles must be off the paved surface of the roadway or cul-de-sac to allow continual unconstrained access by normal traffic and emergency vehicles, including fire trucks. Vehicles may not be parked on neighboring lots, in nearby driveways or on open space. Changing oil or other vehicle maintenance is prohibited.

### **5.12. Conservation of Native Landscaping**

Trees or plants which are to be preserved must be marked and protected by flagging, fencing, or barriers. The ARC shall have the right to flag major terrain features of plants which are to be fenced for protection. Any trees or branches removed during construction must be promptly cleaned up and removed from the construction site.

### **5.13. Excavation Materials and Blasting**

If any blasting is to occur, the ARC must be notified two weeks in advance and appropriate approvals must be obtained from Summit County. Blasting may only be done by approved licensed demolition personnel, with all requisite insurance coverage as mandated by the Summit County and state statutes, specific to their blasting activity at Highland Meadows. The ARC shall have the authority to require in writing documentation of anticipated seismic effects, with confirmation such effects will not be injurious to other persons or properties, public or private, and that all appropriate protection measures have been utilized.

All excess materials resulting from blasting as well as all other excess excavation materials must be removed from Highland Meadows.

### **5.14. Dust and Noise Control**

The contractor shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud from public or private roads at the end of each work day that is the result of construction activity on the site.

The sound of radios or of other audio equipment must not be audible beyond the property perimeter of any Lot. Repeated violations of this provision will result in the total prohibition of any on-site use of radios or audio equipment during construction.

### **5.15. Material Deliveries**

All building materials, equipment and machinery required to construct a residence on any Lot at Highland Meadows must be delivered to and remain within the Building Envelope of each Lot, clear of all setbacks. This includes all building materials, earth-moving equipment, trailers, generators, mixers, cranes and any other equipment or machinery that will remain at Highland Meadows overnight. Material delivery vehicles may not drive across adjacent Lots or tracts to access a construction site.

### **5.16. Firearms**

The possession or discharge of any type of firearm by construction personnel on any construction site, Lot, or Common Elements within Highland Meadows is prohibited.

### **5.17. Alcohol and Controlled Substances**

The consumption of alcohol at anytime or use of any controlled substance except by prescription by construction personnel on any construction site, Lot, or Common Elements within Highland Meadows is prohibited.

### **5.18. Fires and Flammable Materials**

Careless disposition of cigarettes and other flammable materials, as well as the build-up of potentially flammable materials is prohibited.

No on-site fires are allowed, except small, confined, attended fires for the purpose of heating masonry water.

### **5.19. Pets**

No pets, particularly dogs, may be brought onto the property by a member of any construction crew. This limitation is set forth in the PUD and violation may result in prosecution by Summit County or fines and/or a lien assigned by the HOA.

### **5.20. Preservation of Property**

The use of or transit over any other Lot, Common Elements or amenity is prohibited. Similarly, the use of or transit over the natural area or setbacks outside the Building Envelope of any lot is prohibited.

Construction personnel shall refrain from parking, eating, depositing of rubbish or scrap materials (including concrete washout) on any neighboring Lot, tract, or right-of-way.

### **5.21. 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 ARC, and repair of streets, driveways, pathways drains, culverts, ditches, sips, lighting and fencing.

In addition, the Owner and general contractor shall be held financially responsible for the cost of site restoration/ revegetation and refuse removal necessitated on any and all adjacent properties as a result of trespass or negligence by their employees or sub-contracted agents.

### **5.22. Construction Signage**

Temporary construction signs shall be limited to one sign per site not to exceed four (4) square feet of total surface area. This is intended primarily for job site identification: therefore, it must be located within the Building Envelope, facing the street frontage of the Lot. It may identify the general contractor and architect by name with address, license number and telephone number(s) and it may identify job site by Lot number, or Owner's name and/or street address. The sign shall be free standing, not to exceed four (4) feet in height above natural grade. The sign's design, color, style, text, duration of display and location upon the Lot must be approved in advance by the ARC. The construction sign may not be erected on a site earlier than two weeks prior to the onset of continuing construction activity and must be removed within two weeks of the issuance of a certificate of occupancy by the Summit County, or immediately upon the passage of 30 calendar days without significant construction activity. The general contractor of a completed market home may apply to the ARC for continuation of his construction sign for advertising and sales purpose.



after construction has been completed, until such time that a contract for sale has been executed.

Individual signs, or construction sign attachments identifying individual sub-contractors, tradesmen, or suppliers are prohibited: identification of licensed tradesmen, when required by state or city statutes, shall be confined to the posting location of the building permit.

Attachment of signs or similar material to trees is strictly prohibited. All other signs are restricted to the provisions stipulated in the Protective Covenants section of the Declaration.

### **5.23. Daily Operation**

Daily working hours for each construction site shall be 30 minutes before sunrise to 30 minutes after sunset. Construction activity which generates excessive noise such as hammering, sawing excavation work, concrete delivery, etc., must be confined to the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and 8:00 a.m. to 6:00 p.m. on Saturday. Noisy activity should be curtailed on Sunday of each week, particularly during the periods of high Owner visitor occupancy.

### **5.24. Site Visitations**

Due to the inherent danger associated with an active construction site, visitors to any site should be limited to those persons with official business relating to the construction activity, such as construction workers and tradesmen, building officials, security staff, design review observers, sales personnel, and the Owner. Construction personnel should not invite or bring family members or friends, especially children, to the job site.

### **5.25. Construction Insurance Requirements**

All contractors and sub-contractors must post evidence of insurance with the HOA prior to entering the construction premises. Confirmation shall be evidenced in the form of a valid Certificate of Insurance, naming both the Owner, and Highland Meadows as the certificate holders. The required insurance must provide coverage not less than the applicable limits of coverage relating to comprehensive general liability, automobile liability and workmen's compensation. The minimum limits of liability shall not be less than \$1,000,000 each for general liability and automobile liability. General liability coverage shall contain provisions for contractual liability and broad form property damage. The certificate shall provide for 30-day notice to the certificate holders in the event of cancellation or material change in the limits of coverage.

**Table 1 - Architectural Process and Fees for New Construction**

<b>Architectural Process Step</b>	<b>Fee</b>	<b>Timing requirements</b>	<b>ARC Response time</b>
Request change to building envelope	None	Must receive ARC approval prior to submittal of Preliminary and/or Final Design.	30 days
Pre-design conference	None	None - Not required.	30 days
Submit Preliminary Design and Builder selection	First submittal - \$1000  First change to preliminary design – no fee  Subsequent changes to preliminary design - \$500 minimum each change, exceptions can be requested	Expires 6 months after ARC approval.	30 days
Resubmittal of Preliminary Design after denial or expiration of time	\$1000	Expires 6 months after ARC approval.	30 days
Submit Final Design	First submittal - \$1500  First change to final design – none  Subsequent change to final design - \$500 minimum each change, exceptions can be requested	Must be submitted within 6 months of Preliminary Design approval. Final Design approval is contingent upon receipt of county-stamped approved plans. Expires 1 year after ARC Final Design approval.	30 days
Resubmittal of Final Design after denial or expiration of time	Process starts over – see associated fees.		N/A
Construction Deposit	\$2000	Must be received prior to start of Construction.	N/A



Architectural Process Step	Fee	Timing requirements	ARC Response time
Submit Builder's Insurance Certificate naming HOA and owners as co-insurers (includes changes to Builders)	None	Must be received prior to start of Construction.	N/A
Commencement of Construction	None	Cannot start until receipt of Construction Deposit, receipt of Builder's Insurance. Must start within 12 months after Final Design Approval.	N/A
Construction completion	None	Must occur within 2 years from date of Final Design Approval. Exceptions/extensions can be requested.	N/A
Request 6 month extension of Construction completion	\$500 for first extension request. Subsequent extension request fees to be determined by ARC and/or Executive Board.	Must be requested by deadline for Construction completion. Current insurance certificate must be provided.	30 days
Submit written notice of completion/request ARC inspection	None	Prior to CO and occupancy.	30 days
Inspection and publication of inspection results by ARC	None	Prior to CO and occupancy.	30 days
Occupancy/CO from Summit County	None	ARC approval or conditional approval required.	N/A
Provide County CO to ARC	None	10 days from receipt of CO.	N/A
Correction of defects / notification to ARC of correction of defects	None	Upon deadline(s) in inspection letter.	30 days
Final Release by ARC	None	Upon notification to ARC and correction of all defects.	30 days

Architectural Process Step	Fee	Timing requirements	ARC Response time
Refund of deposit	None	30 days after Final Release by ARC.	30 days



**Table 2 - Architectural Process and Fees for Remodels and Additions**

<b>Architectural Process Step</b>	<b>Fee</b>	<b>Timing requirements</b>	<b>ARC Response time</b>
Request change to	None	Must receive ARC approval prior to submittal of Preliminary and/or Final Design.	30 days
Pre-design conference	None	Not required.	30 days
Submit Preliminary Design and Builder selection	First submittal - \$200 First change to preliminary design – no fee Subsequent changes to preliminary design - \$100 minimum each change, exceptions can be requested	Expires 6 months after ARC approval.	30 days
Resubmittal of Preliminary Design after denial or expiration of time	\$100	Expires 6 months after ARC approval.	30 days
Submit Final Design	First submittal - \$300 First change to final design – none Subsequent change to final design - \$150 minimum each change, exceptions can be requested	Must be submitted within 6 months of Preliminary Design approval. Final Design approval is contingent upon receipt of county-stamped approved plans. Expires 1 year after ARC Final Design approval.	30 days
Resubmittal of Final Design after denial or expiration of time	Process starts over – see associated fees.		N/A

<b>Architectural Process Step</b>	<b>Fee</b>	<b>Timing requirements</b>	<b>ARC Response time</b>
Construction Deposit	\$1000	Must be received prior to start of Construction.	N/A
Submit Builder's Insurance Certificate naming HOA and owners as co-insurers (includes changes to Builders)	None	Must be received prior to start of Construction.	N/A
Commencement of Construction	None	Cannot start until receipt of Construction Deposit, receipt of Builder's Insurance. Must start within 12 months after Final Design Approval.	N/A
Construction completion	None	Must occur within 2 years from date of Final Design Approval. Exceptions/extensions can be requested.	N/A
Request 6 month extension of Construction completion	\$500 for first extension request. Subsequent extension request fees to be determined by ARC and/or Executive Board.	Must be requested by deadline for Construction completion. Current insurance certificate must be provided.	30 days
Submit written notice of completion/request ARC inspection	None	Prior to CO and occupancy.	30 days
Inspection and publication of inspection results by ARC	None	Prior to CO and occupancy.	30 days
Occupancy/CO from Summit County	None	ARC approval or conditional approval required.	N/A
Provide County CO to ARC	None	10 days from receipt of CO.	N/A
Correction of defects / notification to ARC of correction of defects	None	Upon deadline(s) in inspection letter.	30 days



<b>Architectural Process Step</b>	<b>Fee</b>	<b>Timing requirements</b>	<b>ARC Response time</b>
Final Release by ARC	None	Upon notification to ARC and correction of all defects.	30 days
Refund of deposit	None	30 days after Final Release by ARC.	30 days

## **6. ARC Organization**

Pursuant to the Declaration, no Improvement may be constructed or installed on any Lot without the prior review and written approval of the ARC. The ARC may approve a proposed Improvement subject to the satisfaction of certain conditions imposed by the ARC, or withhold its approval to a proposed Improvement.

### **6.1. Members**

As provided in Articles of the Declaration, the ARC shall consist of volunteer members in Good Standing. The members of the ARC will select a Chairman from among themselves. The Chairman shall preside over all meetings of the ARC. The Chairman has ultimate responsibility for meeting the requirements stated in these guidelines.

Applicants for ARC action may, but need not, be given an opportunity to be personally heard in support of their application. If the ARC gives approval with conditions, the applicant will be allowed to meet with the ARC, if requested by the applicant.

### **6.2. Duties**

It shall be the duty of the ARC to perform those duties specified in the Declaration and these Design Guidelines, to consider and act upon such proposals or plans related to the construction of improvements within Highland Meadows project as are submitted pursuant to the Declaration and these Design Guidelines, to enforce the architectural provisions of the Declaration and these Design Guidelines, and to amend these Design Guidelines whenever, and in a manner, deemed appropriate by the ARC.

All actions of the ARC require the affirmative vote of at least two (2) of its members.

The ARC shall meet a minimum of once per calendar year at the convenience of the members. ARC members may also conduct their business by other communication methods such as, but not limited to mail, e-mail or phone as often as necessary.

### **6.3. Address**

The address of the ARC shall be the address established for giving notice to the Association, unless otherwise specified by the ARC. Such address shall be the place for the submittal of plans and specifications unless prior arrangements have been made with the ARC for submittals.

The address for the Highland Meadows Architectural Review Committee is the same as the address for the HOA, and is posted on the Highland Meadows HOA web site.

#### **6.4. Right of Waiver**

The ARC maintains the right to waive or vary the Architectural Design Guidelines in its reasonable discretion as it deems necessary or appropriate.

#### **6.5. Nonliability**

Plans and specifications shall be approved by the ARC as to style, i.e. exterior design, appearance and location, and are not approved for engineering design or for compliance with zoning and building ordinances, and by approving such plans and specifications, neither the ARC, the members or agents thereof, the Association, the Board of Directors of the Association, nor the Declarant assumes any liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications. Neither the ARC, any member or agent thereof, the Association, the Board of Directors of the Association, nor the Declarant shall be liable to any Owner or other person for any damage, loss or prejudice suffered or claimed on account of:

1. the approval or disapproval of any plans, drawings and specifications, whether or not defective;
2. the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
3. the development, or manner of development, of any property within Highland Meadows project; or,
4. the execution and filing of a compliance or non-compliance certificate pursuant to these Design Guidelines, whether or not the facts therein are correct; provided, however, that such action, with the actual knowledge possessed by him was taken in good faith

Every Owner or other person, by submission of plans and specifications to the ARC for approval, agrees that he will not bring any action or suit against the ARC, any of its members or agents, the Association, the Board of Directors of the Association, or the Declarant, regarding any action taken by or on behalf of the ARC. Approval by the ARC of plans and specifications by or on behalf of the ARC, or of the construction of any improvement at Highland Meadows, refers only to these Design Guidelines, and in no way implies, and shall not be deemed to be a representation or warranty that, the submitted plans or specifications for the improvement comply with applicable governmental ordinances of regulations including, but not limited to, zoning ordinances and building codes.

#### **6.6. Enforcement**

These Architectural Design Guidelines may be enforced by the ARC or Executive Board as provided in the Declaration.

Except as otherwise provided in the Declaration, the ARC and Executive Board shall have the right to enforce, by a proceeding at law or in equity, the provisions, conditions and regulations now or hereafter imposed by the ARC. Failure by the ARC or Executive Board to enforce any provision or regulation herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The ARC may, at any time during construction, inspect a Lot or improvement and, upon discovering a violation of these Design Guidelines, provide a communication to the Executive Board of that violation. The Executive Board will be responsible for following the Policy on Enforcement of Covenants and Rules for that violation.

After the property passes the HOA/ARC final inspection, any subsequent inspection requires at least 7 days notice by the ARC.



## **6.7. Delegation of Authority**

The ARC may delegate its design and plan review responsibilities to one or more of its members, acting as a subcommittee of the ARC, and/or professional design consultants retained by the ARC on behalf of the Association. Upon such delegation, the approval or disapproval of plans and specifications by such member or consultants shall be equivalent to approval or disapproval by the entire ARC.

## **6.8. Records**

The ARC shall keep on file all submittals and copies of all written responses to Owners to serve as record of all actions taken, for a period of six (6) years. It is recommended that these files be stored electronically.

## **6.9. Compensation**

Unless authorized by the Association, the members of the ARC shall not receive any compensation for services rendered. However, a professional design consultant, retained to advise and assist the ARC, and who is also serving as an appointed member of the ARC as well, may be paid such compensation as the other ARC members determine.

All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with their performance of their duties. Professional consultants or representatives of the ARC retained for assistance in the review process shall be paid such compensation as the ARC determines.

## **6.10. Amendment of Design Guidelines**

The ARC may amend or revise any portion of these design guidelines subject to the approval of the Executive Board. All such amendments or revisions shall be appended to and made a part of the Design Guidelines. Each Owner is responsible for obtaining from the ARC a copy of the most recently revised Design Guidelines.

## **6.11. 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 these Design Guidelines, and of the application of any such provision, section, sentence, clause, phrase or work in any 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.

## **6.12. Obligation of Owners to Maintain Lots**

The adoption of these Design Guidelines, including the standards and procedures for architectural approval, shall not be construed as changing any rights, obligations or restrictions upon Owners to maintain or repair their Lots as may otherwise be specified in the Declaration or the rules and regulations of the Association.

## **6.13. Inspection of Construction**

Any member or authorized consultant of the ARC, or any authorized officer, director, employee or agent of the Association, may at any reasonable time enter, without being deemed guilty of trespass, upon any Lot after reasonable notice to the Owner, in order to inspect improvements constructed or being constructed on such Lot to ascertain that such

improvements have been or are being built in compliance with these Design Guidelines and the Declaration.

#### 6.14. Reliance by Subsequent Owners

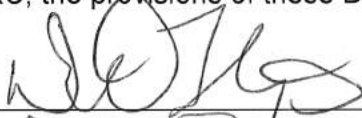


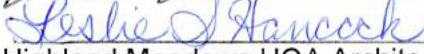
As to purchasers and encumbrances of a Lot in good faith and for value, unless notice of noncompletion or nonconformance identifying the violating Lot and specifying the reason for the notice, executed by the ARC, is recorded with the Summit County Clerk and given to the Owner of such Lot within one year after the expiration of the time limitation for completion imposed under the schedules in Table 1 - Architectural Process and Fees for New Construction and Table 2 - Architectural Process and Fees for Remodels and Additions or, if later, within one year following completion of the improvement, or unless legal proceedings shall have been instituted to enforce compliance or completion within such one year period, the completed improvement shall be deemed to be in compliance with plans and specifications approved by the ARC and in compliance with the architectural standards of these Design Guidelines and the Declaration.

### 7. Promulgation and Binding Effect

These Design Guidelines are promulgated by the ARC in accordance with, and pursuant to the authority granted in 12.02 of the Restated and Amended Covenants, Conditions and Restrictions for Highland Meadows recorded March 29 2017 in Summit County.

These Design Guidelines shall be deemed incorporated into the Declaration for all intents and purposes and shall be binding upon all Lots within Highland Meadows project and upon all Owners or other persons having any interest in or to a Lot within Highland Meadows project subject to the Declaration and any Supplemental Declaration involving the lots at Highland Meadows. In the event of any conflict or inconsistency between the provisions of these Design Guidelines and the provisions of the Declaration pertaining to architectural control, standards or procedures, or to the ARC, the provisions of these Design Guidelines shall be controlling.

Signed and dated by:

 29 July 2019  
 8-25-2019  
 8-02-2019  
 2 Aug 2019  
Highland Meadows HOA Architectural Review Committee



## APPENDIX A. INDIGENOUS PLANT LIST

### TREES

*Populus tremuloides*  
*Populus angustifolia*  
*Populus balsamifera*  
*Picea engelmannii*  
*Picea pungens*  
*Pinus aristata*  
*Pinus contorta* 'latifolia'  
*Abies lasiocarpa*

Aspen  
 Narrowleaf Cottonwood  
 Balsam Poplar  
 Engelmann Spruce  
 Colorado Spruce  
 Bristlecone Pine  
 Lodgepole Pine  
 Alpine Fir

### SHRUBS

*Alnus tenuifolia*  
*Betula glandulosa*  
*Ribes inerme*  
*Ribes alpinum*  
*Ribes aureum*  
*Ribes cereum*  
*Juniperus communis*  
*Mahonia repens*  
*Lonicera involucrata*  
*Arctostaphylos uva-ursi*  
*Salix* spp.  
*Artemisia tridentata*  
*Rosa woodsii*  
*Rubus idaeus* v. *strigosus*  
*Potentilla* species  
*Sambucus pubens*  
*Chrysothamnus nauseosus*

Thin leaf Alder  
 Bog Birch  
 Gooseberry  
 Alpine Currant  
 Golden Currant  
 Squaw Currant  
 Common Juniper  
 Creeping Mahonia  
 Twinberry Honeysuckle  
 Kinnikinnick  
 Willows  
 Bigleaf Sage  
 Wood's Rose  
 Wild Raspberry  
 Native Potentilla  
 Red-berried Elder  
 Rabbitbrush

### GRASSES

### FORBES

Rocky Mountain Penstemon  
 Common Yarrow  
 Native Lupine  
 Pasque Flower  
 Native Sedum  
 Pussytoes  
 Fernleaf Fleabane  
 Monkshood  
 Shooting Star  
 Gentian  
 Moneyflower  
 Delphinium  
 Jacob's Ladder  
 Sulphurs Flower  
 Rocky Mountain Penstemon  
 Common Yarrow  
 Native Lupine  
 Indian Paintbrush  
 Cinquefoil  
 Hybrid Sedums

Rocky Mountain Columbine  
 Western Native Columbine  
 Indian Paintbrush  
 Cinquefoil  
 Old-Man-on-the-Mountain  
 Rocky Mountain Locoweed  
 Fireweed  
 Marsh Marigold  
 Wild Strawberry  
 Sticky Geranium  
 Blue Bells  
 Pink Plumes (Geum)  
 Creeping Phlox  
 Showy Fleabane  
 Rocky Mountain Columbine  
 Western Native Columbine  
 Russell's Hybrid Lupine  
 Pasque Flower  
 Native Sedum  
 Old-Man-on-the-Mountain

FORBES (continued)

Pussytoes  
Fernleaf Fleabane  
Fireweed  
Shooting Star  
Domestic Strawberry  
Sticky Geranium  
Delphinium  
Blue Bells (Mertensia)  
Pink Plumes (Geum)  
Sulphur Flower  
Hybrid Columbine  
Anthemis  
Blue Flax  
Campanula  
Gaillardia  
Maltese Cross  
Iceland Poppy  
Veronica, creeping  
Garden Sage  
Beebalm  
Chamomile  
Costmary  
Lovage  
Wormwood

Rocky Mountain Locoweed  
Showy Fleabane  
Monkshood  
Wild Strawberry  
Gentian  
Hybrid Geraniums  
Monkeyflower  
Jacob's Ladder  
Hybrid Geum  
Creeping Phlox  
Penstemon  
Alliums  
Wolf's Alyssum  
Dianthus  
Hens Chicks  
Meadow Rue  
Hybrid Yarrow  
Thyme  
Chives  
Mints  
Comfrey  
Horseradish  
Tansy



## APPENDIX B. APPROVED NATIVE AND COMPATIBLE PLANTS

Supplemental Irrigation recommended

### TREES

*Populus tremuloides*  
*Populus angustifolia*  
*Picea engelmannii*  
*Picea pungens*  
*Pinus aristata*  
*Pinus contorta* 'latifolia'

Aspen  
Narrowleaf Cottonwood  
Engelmann Spruce  
Colorado Spruce  
Bristlecone Pine  
Lodgepole Pine

### SHRUBS

*Betula glandulosa*  
*Ribes inerme*  
*Ribes alpinum*  
*Ribes aureum*  
*Ribes cereum*  
*Juniperus communis*  
*Mohonia repens*  
*Lonicera involucrata*  
*Lonicera tatarica* 'AR.'  
*Arctostaphylos uva-ursi*  
*Salix* spp  
*Artemisia tridentata*  
*Rosa Woodii*  
*Rubus idaeus* v. *Strigosus*  
*Potentilla species*  
*Alnus tenuifolia*  
*Sambucus pubens*  
*Sambucus canadensis* 'aurea'  
*Syringa x prestoniae*  
*Syringa s. swegiflexa*  
*Cotoneaster acutifolius*  
*Caragana arborescens*  
*Chrysothamnus nauseosus*

Bog Birch  
Gooseberry  
Alpine Currant  
Golden Currant  
Squaw Currant  
Common Juniper  
Creeping Mohonia  
Twinberry Honeysuckle  
Arnold's Red Honeysuckle  
Kinnikinnick  
Willos Bluestem.  
Bigleaf Sage  
Wood's Rose  
Native Raspberry  
Cinquefoil (Many cultivars)  
Thin Leaf Alder  
Red-Berried Elder  
Golden Elder  
Canadian Lilac  
Miss Canada & James McFarland  
Peking Cotoneaster  
Siberian Peashrub  
Rabbitbrush

### GROUNDCOVERS AND VINES

*Cerastium tomentosum*  
*Mahonia repens*  
*Potentilla anserina*  
*Ranunculus repens*  
*Polygonum affine*  
*Humulus lup. neomexicanus*

Snow In Summer  
Creeping Mohonia  
Silverweed  
Creeping Buttercup  
Border Jewel  
Native Hop Vine

## APPENDIX C. APPROVED PLANT LIST

In close proximity to residence. Supplemental irrigation recommended

### TREES

Acer glabrum  
Crataegus crus-galli  
Crataegus phaenopyrum  
Males bechtel  
Males radiant  
Pinus aristata  
Pinus cembroides edulis  
Prunus cerasifera 'Thundercloud'  
Prunus virginiana 'Schubert'  
Pyres calieryana 'Bradford'  
Quercus garbelii

Rocky Mountain Clump Maple  
Cockspur Hawthorne  
Washington Hawthorne  
Bechtel Crab  
Radiant Crab  
Bristlecone Pine  
Pinyon Pine  
Thundercloud Plum  
Candiann Red Cherry  
Bradford Pear  
Gambel Oak

### SHRUBS

Acer ginnala  
Berberis atropurpurea  
Chamaebatiaria millefolium  
Cotoneaster acutifolia  
Cotoneaster apiculata  
Hibiscus syriacus  
Junipenis sabina 'Buffalo'  
Lonicera  
Potentilla fruticosa  
Potentilla fruticosa 'Abbotswood'  
Potentilla fruticosa 'Gold Drop'  
Potentilla fruticosa 'Jackman'  
Prunus cistena  
Rhos trilobata  
Rosa foetida bicolor  
Salix irrorata  
Salix purpurea 'Nana'  
Sambucus cerulea  
Sambucus pubens  
Shepherdia argentea  
Spireae-Vanhouttei'  
Syringa vulgaris

Amur Maple  
Greenleaf Japanese Barberry  
Fernbush  
Peking Cotoneaster  
Cranberry Cotoneaster  
Rose of Sharon  
Buffalo Juniper  
Honeysuckle  
Native Potentilla  
Abbotswood Potentilla  
Gold Drop Potentilla  
Jackman Potentilla  
Purple Leaf Plum  
Three Leaf Sumac  
Austrian Copper Rose  
Blue Stem Willow  
Dwarf arctic Willow  
Blue Elderberry  
Native Red Berried Elder  
Silver Buffalo Berry  
Vanhoutte Spirea  
Common Lilac

### GROUND COVERS AND VINES

Cotoneaster horizontalis  
Cerastium tomentosum  
Clematis ligusticifolia  
Clematis orientalis  
Galium odoratum  
Juniper-us horizontalis  
Lonicem japonica -Halliana'  
Parthenocissus quinquefolia  
Polygonum aubertii  
Sempervivum tectonun

Rock Cotoneaster  
Snow-In-Summer  
Virgins Bower  
Yellow Clematis  
Sweet Woodruff  
Horizontal Juniper  
Hall's Honeysuckle  
Virginia Creeper  
Silver Lace Vine  
Hen and Chicks



## APPENDIX C CONTINUED

### PERENNIALS

Aquilegia sp.  
Dicentra 'Luxuriant'  
Gaillardia aristata  
Gaillardia aristataa  
Geranium sp.  
Lignam perenne  
Lupinus sp.  
Penstemon sp.

Columbine  
Bleeding Heart  
Blanket Flower  
Dwarf Blanket Flower  
True Geranium  
Perennial Blue Flax  
Lupine  
Penstemon, Beard Tongue

## APPENDIX D. PROHIBITED PLANT LIST

Elaeagnus angutifloia  
Ulmus parcifolia  
Populus nigra 'Italica'  
Tamarix sp.  
Ulmus hollandica  
All species of palm trees

Russian Olive  
Chinese Elm  
Lombardy Poplar  
Tamarix  
Dutch Elm  
Palms

## APPENDIX E. HIGHLAND MEADOWS HOA DESIGN REVIEW APPLICATION

Project tag name: \_\_\_\_\_

Lot number: \_\_\_\_ Filing number: \_\_\_\_\_ County App number: \_\_\_\_\_

Property Address: \_\_\_\_\_

### Development Data

Number Bedrooms: \_\_\_\_\_ Number of baths: \_\_\_\_\_ Number of cars: \_\_\_\_\_

Lot size (sqft): \_\_\_\_\_ Total sqft house (do not include garage): \_\_\_\_\_

Building envelope size (sqft): \_\_\_\_\_ sqft at initial completion: \_\_\_\_\_  
(minimum finished sqft initial >2500 sqft)

Maximum building height (ft): \_\_\_\_\_ Garage sqft: \_\_\_\_\_  
(must be <32) (must be <1/2 sqft of house)

Total sqft footprint: \_\_\_\_\_ Total footprint is amount of sqft in the building envelope your structures occupy.

### Owner Data

Name(s): \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Address: \_\_\_\_\_

### Architect Data

Name of Firm: \_\_\_\_\_ Contact name: \_\_\_\_\_

Address of Firm: \_\_\_\_\_

License Number: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_

### Contractor Data

Name of Firm: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address of Firm: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

License Number: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_

Please note Co-insurance requirement must be met before work begins at site.



***The Architectural Review Committee Completes the Record below:***  
**Development Record**

- ♦ Pre-Design Meeting Date: \_\_\_\_\_
- ♦ Design Fee Paid and all HOA fees paid: \_\_\_\_\_
- ♦ Preliminary Design Approval Date, if conditional note: \_\_\_\_\_
- ♦ Co-Insurance information received date: \_\_\_\_\_
- ♦ Pre-construction meeting date: \_\_\_\_\_
- ♦ Final Design Approval, indicate if conditional: \_\_\_\_\_
- ♦ Final Inspection Date: \_\_\_\_\_
- ♦ Are there incomplete/non-finished items? If so list below: \_\_\_\_\_
- ♦ Release date for occupancy: (may not final if there are unfinished items) \_\_\_\_\_

**Unfinished Items Approved in Initial Project Design**

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_
- 5 \_\_\_\_\_
- 6 \_\_\_\_\_
- 7 \_\_\_\_\_

## APPENDIX F. HIGHLAND MEADOWS FINAL INSPECTION OUTLINE

Lot number: \_\_\_\_\_ Project Tag Name: \_\_\_\_\_

Filing number: \_\_\_\_\_ County App number: \_\_\_\_\_

Property Address: \_\_\_\_\_

### Development Data

Number of Bedrooms: \_\_\_\_\_ Number of Baths: \_\_\_\_\_ Number of Cars: \_\_\_\_\_

Lot size (sqft): \_\_\_\_\_ Building Envelope size (sqft): \_\_\_\_\_

Total sqft House (do not include garage): \_\_\_\_\_ Finished sqft initial completion: \_\_\_\_\_

Garage size (sqft) (*must be < 1/2 sqft of house*): \_\_\_\_\_ Total sqft footprint: \_\_\_\_\_

*Total footprint is amount of sqft in the building envelope your structures occupy.*

### Owner Data

Owner Name(s): \_\_\_\_\_ Owner phone: \_\_\_\_\_

Contact Address: \_\_\_\_\_

Owner Email: \_\_\_\_\_

### Architect Data

Firm Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address of Firm: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

License Number: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_

### Contractor Data

Firm Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address of Firm: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

License Number: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_

### The Architectural Review Committee Completes the Record below:

#### Development Record:

Final Inspection Date: \_\_\_\_\_

Are there any incomplete/non-finished items? If so, list below. \_\_\_\_\_

Release date for occupancy (may not final if unfinished items): \_\_\_\_\_



1. Applicant in good standing?

- A. Outstanding fines? \_\_\_\_\_
- B. Action pending? \_\_\_\_\_
- C. Complaints? \_\_\_\_\_

2. Lot Survey

- A. Have all PUD trees been cut loose of support harness to avoid choking? \_\_\_\_\_
- B. Violation of easements and/or setbacks? \_\_\_\_\_
- C. Has there been adequate snow storage provided for? Is reasonable snow management possible without pushing snow into the street? \_\_\_\_\_
- D. Have natural site features been preserved as well as possible? \_\_\_\_\_
- E. Are the utilities finished, painted and/or blended into the background? \_\_\_\_\_
- F. Is the development less than or contained within the building envelope? Has the building envelope been changed? \_\_\_\_\_
- G. Driveway width and entry from street. \_\_\_\_\_
- H. If the snow easement was used, has pavement been replaced in kind? \_\_\_\_\_

3. Basic Issues

- A. Certificate of Completion issued by the County? \_\_\_\_\_
- B. Roof materials as proposed? Color? \_\_\_\_\_
- C. Ridge height violation? Continuous ridge length violation? \_\_\_\_\_
- D. Landscape plan completed? \_\_\_\_\_
- E. All dead trees removed for fire mitigation? \_\_\_\_\_
- F. Proposed finished floor elevations shown? \_\_\_\_\_
- G. Driveway, walks and patios finished? \_\_\_\_\_
- H. Driveway culvert completed or explanation provided? \_\_\_\_\_
- I. Parking for two visiting cars? \_\_\_\_\_

4. Floor Plans

- A. Is the square footage as promised? \_\_\_\_\_
- B. Has >2500 square feet been completely finished? Is the finish totally complete? Total square feet <7500? \_\_\_\_\_
- C. Are windows and doors those approved? All door and door swings? Are all window-opening locations OK? \_\_\_\_\_
- D. All decks, porches and balconies with adequate and appropriate railings? \_\_\_\_\_
- E. Are finished floor elevations as proposed? \_\_\_\_\_

5. Exterior Elevations

- A. Existing and proposed grade lines shown? Does drainage cause erosion or dump water to neighbor, open space or road? \_\_\_\_\_
- B. Plate heights labeled? \_\_\_\_\_
- C. Roof pitch acceptable? Drainage? Drip line erosion prevention? \_\_\_\_\_
- D. Chimneys, heights and finish OK? \_\_\_\_\_
- E. Are flashing and valleys painted with appropriate color? \_\_\_\_\_
- F. Are all vent pipes, vents and roof vents painted approved color? \_\_\_\_\_
- G. Are all exterior material types and colors as specified? \_\_\_\_\_
- H. Exterior lighting is as approved? \_\_\_\_\_

6. Wall Cross Sections

- A. Materials and construction as approved? \_\_\_\_\_
- B. Drainage provided? \_\_\_\_\_
- C. Drainage such that erosion is minimized? \_\_\_\_\_
- D. Height violation? \_\_\_\_\_
- E. More than 2 tiers? \_\_\_\_\_

7. Construction

- A. Dumpster removed? \_\_\_\_\_
- B. Building envelope non-disturbance fence removed? Trash removed? \_\_\_\_\_
- C. No construction materials are stored or stacked. \_\_\_\_\_
- D. Portable toilet removed and any spills remediated? \_\_\_\_\_
- E. Soil storage has been remediated? \_\_\_\_\_

8. Contractor

- A. Homeowner complaint? \_\_\_\_\_
- B. HOA complaint? \_\_\_\_\_
- C. ARC recommendation for future projects? \_\_\_\_\_

9. View

- A. Line of sight and view lane violation or restriction? \_\_\_\_\_

**Unfinished Items Approved in Initial Project Design**

1.