



# **RED HAWK RANCH DESIGN GUIDELINES 2022**

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**DESIGN GUIDELINES  
TABLE of CONTENTS**

<b>1</b>	<b>THE DESIGN PHILOSOPHY</b>	<b>5</b>
	Design Review Phases	6
<b>2</b>	<b>HOMESITE DESIGN AND PLANNING</b>	<b>7</b>
	2.1 Building Envelope Concept	7
	2.2 Homesite Work	7
	2.3 Grading and Drainage	8
	2.4 Driveway Access	9
	2.5 On-Site Parking	10
	2.6 Utilities	10
	2.7 Walls and Fencing	11
	2.8 Outdoor Storage	11
	2.9 Mechanical Equipment, Meters and Irrigation	11
	2.10 Storage Tanks	12
	2.11 Antennae and Satellite Dishes	12
	2.12 Signage and Address Identification	12
	2.13 Swimming Pools, Spas and/or Hot Tubs	13
	2.14 Fire Prevention Thinning	13
	2.15 Fire Department Restrictions	14
	2.16 Equestrian Development	14
	2.17 Barns	16
<b>3</b>	<b>ARCHITECTURAL DESIGN STANDARDS</b>	<b>16</b>
	3.1 Building Size	16
	3.2 Prefabricated Buildings	17
	3.3 Foundations	17
	3.4 Exterior Materials	17
	3.5 Roofs	18
	3.6 Chimneys and Outdoor Fires	18
	3.7 Exterior Colors	19
	3.8 Windows and Skylights	19
	3.9 Building Projections	19
	3.10 Garages and Garage Doors	20
	3.11 Solar Applications and Structures	20
	3.12 Dog Houses and Flagpoles	21
	3.13 Changes or Additional Construction	21
	3.14 Exterior Lighting	21
<b>4</b>	<b>LANDSCAPE GUIDELINES</b>	<b>21</b>
	4.1 Natural Area	22
	4.2 Transition Area	22
	4.3 Private Area	23
	4.4 Revegetation of Disturbed Areas	23
<b>5</b>	<b>CONSTRUCTION REGULATION</b>	<b>24</b>
	5.1 Building Envelope	24
	5.2 OSHA Compliance	24
	5.3 Performance Deposit	24

5.4	Construction Site Plan and Construction Trailers	24
5.5	Trash Receptacles and Debris Removal	25
5.6	Sanitary Facilities	25
5.7	Construction Access	25
5.8	Vehicles and Parking Areas	25
5.9	Conservation of the Native Landscape	26
5.10	Erosion Control	26
5.11	Excavation Materials and Blasting	26
5.12	Dust and Noise Control	26
5.13	Material Deliveries and Parking	27
5.14	Firearms and Weaponry	27
5.15	Alcohol and Controlled Substances	27
5.16	Fires and Flammable Materials	28
5.17	Pets and Wildlife	28
5.18	Preservation of Property	28
5.19	Construction Signage	28
5.20	Daily Operation	29
5.21	Construction Insurance Requirements	29
5.22	Vehicular Access	29
<b>6</b>	<b>DESIGN REVIEW PROCEDURES</b>	<b>29</b>
<b>6A</b>	<b>Preliminary Review Procedures</b>	<b>30</b>
6A.1	Site Plan	30
6A.2	Floor Plan	30
6A.3	Roof Plan	30
6A.4	Building Sections	30
6A.5	Exterior Elevations	30
6A.6	Lighting Plan	31
6A.7	Preliminary Landscape Plan	31
6A.8	Preliminary Staking	31
6A.9	Preliminary Review and Approval	31
<b>6B</b>	<b>Final Review Procedures</b>	<b>31</b>
6B.1	Site Plan	31
6B.2	Survey	31
6B.3	Floor Plan	32
6B.4	Roof Plan	32
6B.5	Building Sections	32
6B.6	Exterior Elevation Plan	32
6B.7	Lighting Plan	33
6B.8	Landscape Plan	33
6B.9	Staking	33
6B.10	Final Design Submittal	33
6B.11	Final Review Process	33
<b>6C</b>	<b>Subsequent Changes</b>	<b>34</b>
<b>6D</b>	<b>Non-Waiver</b>	<b>34</b>
<b>6E</b>	<b>Right of Waiver</b>	<b>34</b>
<b>6F</b>	<b>Professional Review Fee</b>	<b>34</b>
<b>7</b>	<b>ARCHITECTURAL REVIEW COMMITTEE ORGANIZATION</b>	<b>34</b>
7.1	Committee Members	34

7.2	Committee Address	35
7.3	Resignation of Members	35
7.4	Duties of the Committee	35
7.5	Committee Meetings	35
7.6	Compensation	35
7.7	Amendment of Design Guidelines	36
7.8	Non-Liability	36
7.9	Enforcement	37
7.10	Severability Clause	38
7.11	Declaration of Authority	39
7.12	Declaration of Covenants, Conditions, And Restrictions	39

# 1 THE DESIGN PHILOSOPHY

*For the Red Hawk Ranch community to achieve an authentic mountain character that is both, reflective of and appropriate to its setting, the entirety of its architecture and its landscape must work together in harmony. Many interpretations of this character are both anticipated and encouraged in each of Red Hawk Ranch's building structures. A consistently unified respect for natural wildlife and for the historic ranch environment so distinct to Red Hawk Ranch's character and vision must be honored as well.*

*Specifically, the architecture in Red Hawk Ranch's custom homes must evoke qualities of authenticity, proportionality, craftsmanship, and sustainability.*

*The Red Hawk Ranch Design Guidelines (hereinafter, the "Guidelines") are intended to provide clear direction to Homesite Owners, Architects, and Builders alike as they ensure the compatibility of all design philosophies which may take shape throughout Red Hawk Ranch currently and in years to come. The Guidelines are not purported to encourage look-alike Homes with identical colors, materials, etc.; but instead, they are the backbone of a harmonious architectural approach that will consistently integrate every Red Hawk Ranch dwelling into the authentic, natural, mountain ranch character that is so unique to Red Hawk Ranch's creation and vision.*

*The design of each dwelling must necessarily be tailored to fit the unique landscape and topographic features of its own Homesite. Before any Homesite Design is created, the Homesite Owner and Architect should conduct a thorough Homesite evaluation, through which they should gain a complete understanding of the Homesite's topography, sun angles, view corridors, and relationships with ridgelines and native landscape features. It is only after this complete evaluation has been conducted that an Owner and his/her Architect can accurately determine all-natural restraints and/or particularities that must be honored in the Homesite Design.*

*Pursuant to these Guidelines, a comprehensive architectural review process (hereinafter, "Design Review") is established to assist every Owner and Architect in facilitating an environmentally sound and aesthetically appropriate Homesite Design. Because preserving and enhancing the unique mountain landscape of Red Hawk Ranch is a primary concern, the Architectural Review Committee (hereinafter, the "Committee") has been established for the sole purpose of ensuring that these important Red Hawk Ranch principles are complied with on every Homesite, throughout all phases of such Homesite's development. For this reason alone, the following Design Review process operates as a mandatory part of home building at Red Hawk Ranch.*

*Design Review encompasses the following seven phases:*

- 1. Preliminary Design Submittal, and Preliminary Approval**
- 2. Final Design Submittal and Final Approval and Design Review payment**
- 3. Summit County Approval(s)**
- 4. Performance Deposit, Architect Review Fee, Water Fee and Road Fee paid**
- 5. Construction Commencement and Completion**
- 6. Certificate of Occupancy**

Final Inspection and Funds Release

## **2 HOMESITE DESIGN AND PLANNING GUIDELINES**

*The climate, terrain, and existing vegetation at Red Hawk Ranch are all important factors to be considered in the designing of any improvements to properties within the Community. The following guidelines are intended to ensure environmentally sound and aesthetically pleasing development at Red Hawk Ranch, which will mutually benefit all Red Hawk Ranch Members.*

### **2.1 The Building Envelope Concept**

The Building Envelope concept is a major component of the philosophy behind designing and planning improvements on each individual Homesite. The Building Envelope is the portion of each Homesite within which *all* improvements; including, but not limited to any and all building projections, structures, decks, walks, landscaping improvements, grading, fencing, and all mechanical equipment, must be located, as this envelope is the *only* area of the Homesite where alterations or disturbance to the natural landscape (other than the supplemental planting of native vegetation which has been specifically approved by the Committee) may occur, with the exception of the driveway. Limited encroachment outside of the prescribed Building Envelope may only be considered for approval by the Committee where unique terrain, vegetation constraints, and/or limited Homesite width may warrant such encroachment. Under any of these limited circumstances, such encroachment will still be subject to applicable setback requirements. The Committee may, in its sole discretion, allow reconfiguration of the Building Envelope.

### **2.2 Homesite Work**

No excessive excavation or fill will be permitted on a Homesite unless the Committee has specifically approved such excavation or fill because of terrain considerations. Ordinarily, the amount of cut and fill must be balanced with the minimal use of retaining

walls and engineered building pads.

The clear cutting of vegetation within any Building Envelope will not be permitted beyond that required for construction as approved by ARC; however, some selective pruning and/or the removal of trees and shrubs is necessary for developing any Homesite. Keep in mind that *any* cutting of trees or vegetation must be pre-approved by the Committee. If an Owner removes vegetation without Committee approval, such Owner shall be responsible for paying to promptly restore any and all vegetation removed with materials of like kind and size and shall be subject to a minimum \$2,500.00 penalty fine.

## **2.3 Grading and Drainage**

All Homesite grading and drainage work can only disrupt the Homesite minimally, as the work must not alter natural runoff drainage patterns or create any conditions that could lead to unnecessary soil erosion.

Sound construction and grading practices must be used to implement Homesite surface drainage. Any improvement that creates an obstruction to surface flows and/or causes stormwater to back up onto a neighboring land tract or Homesite is strictly prohibited.

All ground floor levels on a Homesite should occur at a vertical elevation that allows for the final placement of backfill, walkways, driveways, and porches to produce positive drainage which moves away from the structure in all directions, while such backfill remains within the Building Envelope on the Homesite at all times. On hillside Homesites, the Committee recommends including foundation waterproofing and a perforated pipe foundation drainage system along the uphill and sidehill foundation walls.

For sloping Homesites with a natural grade elevation variation greater than three (3) feet across the footprint of the proposed structure, the Committee requires residential design solutions to incorporate slope considerations so the structure will step upward or downward with the natural slope. On sloped Homesites, the Committee will not approve any artificial terracing that creates an engineered pad suited to accommodate a “flat” Homesite Design.



When cut/fill operations are required, the slopes must have at least a four to one (4:1) ratio to allow for natural revegetation. If cut and fill slopes are at all steeper than the four to one (4:1) ratio, the Committee will require a pre-approved retaining wall to be built on the slopes.

During construction, measures must be taken to eliminate erosion. All measures utilized must comply with Summit County ordinances, with which all contractors should familiarize themselves.

## **2.4 Access Drives**

Driveway surfaces are the only improvement allowed outside the Building Envelope, except for underground utilities servicing the Homesite; thus, driveway designs are carefully analyzed and regulated by the Committee. Each Homesite may be accessed by a single or a shared driveway as detailed below. Circular drives are generally not allowed unless they enter and exit the Building Envelope at a single point. Access drives shall *always* be located so they preserve and avoid disturbing important natural features, such as large or significant plant materials, drainageways, and/or rock outcroppings; and such drives shall always minimize disruption of the existing landscape as well.

The Committee will closely evaluate every driveway in relation to its applicable Building Envelope, to any and all applicable rights-of-way, and to the applicable overall Homesite Design.

In no instance shall a driveway and/or road connect to a neighboring property or community.

Where necessary, the Owner shall be responsible for installing a concrete or metal culvert pipe (with a diameter of 18 inches or greater) beneath each access driveway—between the road shoulder and the property line—unless otherwise approved by the Committee. In some cases, an 18-inch pipe may be too large to install because of Homesite conditions. If this is the case, the Committee will consider allowing the following alternative: Instead, the invert

flowline of the pipe shall be aligned and sloped so that ditch/drainageway storm flows will continue smoothly and unimpeded beneath the driveway crossing.

## **2.5 On-Site Parking**

Each Homesite must have an area *within* the Building Envelope that accommodates parking for two (2) guest automobiles (by providing each a parking space that is at least 9' by 18' ). Owners possessing buses, non-conventional or oversized trucks, motorhomes, campers, boats, trailers, motorcycles, or any other motorized vehicle other than a conventional automobile, shall store or park these vehicles within an enclosed garage or screened from view as approved by ARC.

As a general rule, no on-street parking will be permitted at Red Hawk Ranch. Parking for all construction vehicles must be contained on the Homesite where construction is occurring.

## **2.6 Utilities**

Depending on the lot Utility service lines (e. g., water, gas, and electricity telephone) are located in the street right of way or an adjacent easement. Each Owner is responsible for extending all utility services from their location adjacent to their homesite to the residence and for making sure this extension is routed, so as to minimize disruption to the natural landscape. Utility trenches may never encroach into any required setback, except where they initially travel from the service tap into the Building Envelope and must cross the natural area of the Homesite in order to do so. All utility water readouts shall be located on an underground vault. Meter type and location to be specified by the Water Committee. All utility boxes should, however, be appropriately buffered or screened. From neighboring homes and roads

All lots are to be served by individual septic systems and installed and maintained by the Owner. All components of the septic system shall be located within the Building Envelope. The location is to be approved by the County Health Department and must not be disturbed by the home's construction.

All disturbed areas of the Homesite that will not be party of the Landscape Plan must be

restored as closely as possible to their natural condition.

## **2.7 Walls and Fencing**

Homesite walls and/or fences must be designed so they are a visual extension of the residence, by using similar materials and finishes. In *no* case will Homesite walls or fences be permitted to arbitrarily delineate the Building Envelope, although such walls or fences may be used to define pet runs, small yards, courtyards, or terraces that are in close proximity to the residence for privacy purposes. No fence may outline the property line.

Retaining walls may not exceed an above-grade height of six (6) feet, when measuring from the lowest grade point (regardless of whether the grade is natural or finished). Where the overall height of retained earth exceeds 6 feet itself, multiple terraced retaining walls must be used. In these multiple terraced walls, each tier must be separated by a six (6) foot planting area. As well, these tiered retaining walls cannot exceed 12 feet above the lowest grade point (regardless of whether the grade is natural or finished).

## **2.8 Outdoor Storage**

Any outdoor areas which house trash containers, firewood, maintenance/service equipment (i.e. snowblowers, etc.), or overflow home storage *must* be screened from *all* adjacent properties by either a wall, a fence or landscaping. However, firewood alone may be kept in an unscreened, inconspicuous location if it is neatly stacked.

## **2.9 Mechanical Equipment, Electrical Meters, Gas Meters, and Irrigation Meters**

No roof mounting of mechanical equipment except solar panels will be permitted. Any

exterior mechanical equipment utilized must be mounted to the ground adjacent to the residence and must be hidden from view by walls (or a combination of walls and evergreen landscaping that is acceptable to the Committee, in its sole discretion) that are high enough to fully screen such equipment. All parts of the equipment and the enclosure *must* be contained within the Building Envelope. This equipment should be situated with the intent of minimizing noise intrusion to any adjacent Homesite(s) and/or those Homesites' outdoor living spaces.

The placement of any and all utility boxes and equipment (whether attached to a wall or ground mounted) shall be pre-approved by the Committee.

## **2.10 Storage Tanks**

All fuel tanks, water tanks, or similar storage facilities *must* be installed underground.

## **2.11 Antennae and Satellite Dishes**

No circular satellite dish may be installed that is larger than 18 inches in diameter, and no oval-shaped satellite dish may be installed that is larger than 20 inches in diameter; unless the Committee *specifically* pre- approves otherwise. Antennae may only be mounted in locations on homes which are specifically pre- approved by the Committee and be mounted on the residence in such a location so as to minimize visibility from adjacent Homesites, and/or roadways.

Removal of trees to improve reception is prohibited. Unless approved by ARC

## **2.12 Signage and Address Identification**

All Red Hawk Ranch addresses shall be identified near the main road and be down-lit or have reflective paint for nighttime visibility. Plowed winter snow that obstructs such signage will need to be remedied immediately.

The Owner shall provide plans to ARC for signage specifications before Final Approval on his/her Homesite Design will be granted. No additional signage of *any kind* will be permitted, except for the temporary construction sign provided by each Builder. Real estate sale and/or lease signs are prohibited.

### **2.13 Swimming Pools, Spas, and/or Hot Tubs**

All swimming pools, spas, or hot tubs must be designed so they appear as a visual extension of the residence. All pools and spas must be constructed according to County regulations. As well, if the hot tub is above- ground, it must be completely buffered, either by being recessed or concealed from view by walls that are an integral part of the Homesite Design. All pool/spa-related equipment (i.e. pumps, motors, and heaters) must be fully screened from street views and from adjacent Homesites and roadway. Any installation of a pool, spa, and/or related equipment is subject to pre- approval by the Committee and shall be undertaken in strict compliance with all conditions established by the Committee.

### **2.14 Fire Prevention Thinning**

The Transitional Area of the Homesite is defined as the area (outside of the Building Envelope) where fire prevention thinning is encouraged or where other applicable fire prevention regulations may occur. Removal of native vegetation down to raw earth for the purpose of fire prevention thinning is not allowed at Red Hawk Ranch.

The ARC may approve tree removal and/or selective tree thinning outside the building envelope for dead timber, provided it does not increase the visual impacts on adjacent lots or off-site visibility of structures. It is important home Owners be aware of the possibility of wildfire and to take measures to reduce the threat of wildfire with thoughtful planning of fire prevention and control and through preventative landscape maintenance.

## 2.15 Fire Department Restrictions

Please note that the Fire Department and the County require homes to use noncombustible exterior material for a height of at least four (4) feet anywhere the home touches natural and/or finished grade, except where the material is immediately above a hard-surfaced patio and/or driveway.

## 2.16 Equestrian Development

Red Hawk Ranch is designed as a rural, countryside development. All equestrian facilities must remain in the designated Building Envelope pasture. Before horses can be kept on a specific lot, an Equestrian Management Plan must be submitted and approved by the ARC. The Equestrian Management Plan must include, but is not limited to containments and fencing, barns, hay storage and water supply, as well as planned pasture management, manure management, and fly/insect mitigation practices.

Equestrian related improvements and equestrian management practices must be in harmony with the environment and should be designed to minimize neighbor's disturbance from noise and smell.

Red Hawk Ranch was not developed as an agricultural facility, thus animals beyond domestic house pets and approved horses must be approved.

The ARC must approve the Equestrian Management Plan and related improvements before domesticated animals will be allowed. The approval will be for a specific number of horses as provided for in the CC&R's and plats. Horses should be for recreational use, including show horses.

<u>Lot Size</u>	<u>Maximum Number of Horses</u>
10-19 acres	4

20-39 acres	8
40 acres	10

Additionally, two foals per lot will be allowed

Commercial equestrian enterprises are prohibited.

The following factors will be considered in the evaluation of the Equestrian Management Plan, and the ARC's determination for any given lot in Red Hawk Ranch.

- Existing vegetation and final vegetation plans (heavily treed or sparse vegetation)
- Horse management plan: (corralled, pastured, grazing periods, managed feeding with forage from off-site such as hay bales.)
- Manure management plan: each horse can produce up to 50lbs of manure daily. The manure may need to be collected, in some cases daily, and composted or hauled off. In addition, the Owner may need some manure storage area off-site. The location of such storage must be within the Equestrian envelope and should be based on considerations of prevailing winds, location in relationship to neighbor's homes and land uses, and methods for controlling manure odors and flies.
- Any lot Owner intending to have horses on their property must submit a site plan that indicates the location of all structures (house, guest house, barns and manure storage) to the ARC.
- The lot Owner must identify the structures/homes (if known) on adjoining lots and explain how their site plan works to consider their Equestrian Management Plan in relationship to their neighbors.
- The lot Owner must submit a comprehensive Equestrian Management Plan.
- Prospective Owners (Buyers) are encouraged to submit conceptual site plans and Equestrian Management Plan prior to purchasing a lot in Red Hawk Ranch for review and comment from the ARC.

## **Pasture Development**

Pasture fencing and all equestrian development must be in the Equestrian Envelope. Fencing may be not higher than six (6) feet. All pasture fencing must be approved by the ARC and be in compliance with the Design Guidelines, including but not limited to neutral colors and appropriate materials. Fencing must be properly maintained and in good condition at all times. Electrified fencing, if proposed, must include adequate signage and be approved by the ARC.

Continuous irrigation in the dry months is discouraged, and the choice in planting materials should make it possible, once the planting is established, for such irrigation to be limited.

## **2.17 Barns**

Barns are permitted only on specific plat-approved lots and must be within the plat-designated pasture area. Barns must be approved by ARC. They are to be of similar building materials, material allocation, and color scheme as the primary residence. The ARC may approve an alternate custom barn design provided it complements the primary home. Except as specifically addressed in this section, barns are subject to the same Design Guidelines as the primary house regarding grading, drainage, materials and lighting.

One horse trailer (a four-horse maximum size) may be parked alongside of the barn. No other vehicles or equipment may be parked or stored outside.

# **3 ARCHITECTURAL DESIGN STANDARDS**

## **3.1 Building Size**

Minimum primary residence size is 3,500 square feet of enclosed livable space. Maximum size is 10,000 square feet of enclosed livable space. The ARC will consider each lot size, topography, and terrain to determine if square footage should be divided into two or more levels to minimize overall footprint of residence.

Barns and Outbuildings should be proportionate to lot and primary residence size, not to exceed a



5,000 sq feet footprint, and of similar materials and finish to primary residence.

## **3.2 Prefabricated Buildings**

All structures that are assembled off-site and completely disassembled for transportation, including custom design modular buildings, may be permitted subject to review and approval by the ARC. Mobile homes or stock modular buildings are not permitted

## **3.3 Foundations**

All unfaced visible surfaces of concrete masonry and/or concrete foundation walls and piers must be finished with mortar-wash and must be painted to blend unobtrusively with adjacent materials. The Committee, in its sole discretion, may consider the use of either exposed aggregate concrete or textured concrete block (with a pre-approved integral or applied color) rather than mortar-wash appliqué.

Foundation walls must always step down with the grade change, so that the wall's exposed surface never exceeds a vertical height of eight (8) inches above finished grade (when measured where the wall is most greatly exposed). Material which covers the foundation wall must always be in the same plane as the wall.

## **3.4 Exterior Materials**

The Red Hawk Ranch Community encourages the use of many features seen in traditional and contemporary high-c o u n t r y architecture, but it also demands that these designs be adapted to the unique mountain ranch character of its region. In this spirit, exterior materials used on every Homesite should be both compatible with and complimentary to

the native landscape.

### **3.5 Roofs**

Every Homesite Design submitted to the Committee *must* include a detailed roof penetration plan, which depicts all roof penetrations, including plumbing and mechanical vents, as well as all chimneys. This plan should show all of the small plumbing vents grouped together in small chimneys as much as possible. This roof penetration plan must be submitted and reviewed by the Committee *prior to* Final Approval.

### **3.6 Chimneys and Outdoor Fires**

When required, well-proportioned chimney masses can and should be used as sculptural features which complement the architectural quality of every home at Red Hawk Ranch.

To preserve the high quality of the mountain air at Red Hawk Ranch, all Owners are encouraged to utilize natural gas or propane log fireplaces in their homes, rather than using standard wood burning fireplaces and/or stoves.

Due to the extreme fire danger usually present in this high desert and mountain region, all chimneys, including outdoor fireplaces, must be equipped with a U.L.-approved or an I.C.B.O.-approved spark arrestor. All metal spark arrestors must be *completely* concealed from view and buffered by a sufficient chimney cap screening (i.e. black mesh, etc.) and detail. Exposed metal flue pipes will not be approved by the Committee.

All open outdoor fire pits are prohibited at Red Hawk Ranch unless they use natural gas or propane. Portable barbecues will only be permitted if they have lidded cookers. Any and all permanently installed barbecues must be pre-approved by the Committee.

Burning will be allowed only in accordance with Summit County regulations.

## **Exterior Colors**

Preserving the appearance of the natural landscape is a primary goal in the Red Hawk Ranch Community and maintaining this focus will *always* play a critical part in the approval of exterior colors for Red Hawk Ranch Homesites. Therefore, on homes at Red Hawk Ranch, the colors and reflectivity of the exterior materials must be subdued enough to blend in with the natural landscape. The Committee highly recommends using earth tones on homes' exterior surfaces; however, the Committee, in its sole discretion, may approve the use of other accenting colors (if the colors are consistent with the Homesite Design, and if such colors are used judiciously and with restraint).

### **3.7 Windows and Skylights**

Any and all skylights shall be positioned on the roof in an organized pattern which aesthetically compliments the roof design, rather than being placed arbitrarily. All skylights shall be flatly shaped and shall have a low profile. Bubble-type skylights are prohibited at Red Hawk Ranch.

Windowpanes and/or skylight lenses shall *not* be highly reflective. Skylight lenses must be clear, grey, or bronze in color. No white skylight lenses or windowpanes are allowed at Red Hawk Ranch, and window or skylight frames which are made of reflective material which is left unfinished is strictly prohibited. This restriction especially applies to aluminum frames which must be anodized or finished with baked enamel with ARC approved color.

### **3.8 Building Projections**

On Red Hawk Ranch Homesites, all projections from homes or other Homesite structures including, but not limited to vents, flashing, louvers, gutters, downspouts, utility boxes, porches, railings, and exterior stairways shall either identically match the color of the surface from which they project, or they shall be painted/stained with color(s) which are pre-approved by the Committee, so that such projections unobtrusively blend in with adjacent surfaces.

Most importantly, *any and all* building projections shall be contained within the Building Envelope.

### **3.9 Garages and Garage Door**

Every Red Hawk Ranch home shall have a garage, which accommodates at least two (2) automobiles, but not to exceed four (4) garage doors, only one of which may be oversized. Garages and/or garage doors *shall not* visually dominate the residence when viewed from the street, neighboring Homesites, and/or Open Spaces. The Committee *will not* approve any Homesite Design submittal which depicts the garage/garage door(s) as a visual focal point, Garage doors shall not face the street unless the Committee pre-approves such a garage design.

Outbuilding and/or barn designs shall not depict garage doors as focal point and may have doors which visually blend in with surrounding structure.

### **3.10 Solar Applications and Structures**

At Red Hawk Ranch, passive and active solar designs are encouraged; however, active solar applications may easily result in excessive glare and reflection. The Committee will only approve solar applications if the Owner demonstrates that the solar hardware is consistent with the home's architectural design; if the hardware is properly integrated into the Homesite Design (i.e. compliments the home structure and surrounding landscaping); if the hardware will *not* be visible from any other Homesite, and if, in the Committee's sole discretion, any reflectivity is sufficiently minimized and/or mitigated. If an Owner

anticipates using solar panels, they should be incorporated into the Preliminary Submittal for the Homesite Design, so the Committee can properly review and approve the panels and how they are integrated into the design. While the Committee remains receptive to developing technology pertaining to home materials (i.e. solar shingles and wall glass), solar panel arrays will not be approved on the ground plane of a home design.

### **3.11 Dog Houses and Flagpoles**

Any and all dog houses, dog runs, flagpoles, and other permanently installed recreational equipment must be integrated into the Homesite Design and must *be submitted to and pre-approved by the Committee* before its construction.

### **3.12 Changes or Additional Construction**

**Any and all** changes and/or additions to the Committee-approved Plans which occur before, during, and/or after Homesite construction must *always* be submitted to and approved by the Committee *prior to* their construction. Fines will be levied for non-compliance.

### **3.13 Exterior Lighting**

All Red Hawk Ranch homes shall follow Summit County Lighting Regulations to minimize light pollution and to prevent degradation of the nighttime visual environment by production of unsightly and dangerous glare.

## 4 LANDSCAPE GUIDELINES

*Decisions about placement of the home and any outdoor areas (i.e. patios, etc.) must be sensitive to both the preservation and the continuation of the existing natural environment on the Homesite. Thus, all trees, natural vegetation, and any other Homesite features should help to enhance the overall mountain ranch appearance of the Homesite. Since the growth process is long; every method that can somehow preserve existing vegetation must be employed. All landscaping desires should be carefully considered during the site planning phase of the Homesite Design.*

*Each Homesite has a designated Building Envelope, which must be specifically designed to protect and to preserve the natural features of the landscape. When thinking about the site plan and the landscape design, three (3) zones comprise each Homesite. These zones are the Natural Area, the Transition Area, and the Private Area.*

### 4.1 Natural Area

The Natural Area is that portion of the Homesite which lies outside of the Building Envelope and which must remain as a natural area left untouched and undisturbed during and after construction. On Homesites which already have existing disturbance within the Natural Area, revegetation will be required; and it shall be the Owner's sole responsibility to install this revegetation and to preserve it as such.

On Homesites with existing vegetation, permanent irrigation of the Natural Area is not permitted because indigenous vegetation does not normally require additional water. Permanent irrigation of the Natural Area could lead to disease and death of the native plants, and it could even promote the spreading of undesirable plant species or weeds. However, temporary irrigation of all revegetation (whether it is required or permitted) is allowed.

## **4.2 Transition Area**

The Transition Area is the portion of a Homesite that is within the Building Envelope but is still outside the residence or Homesite walls. In the Transition Area, the Owner may enhance the landscape. All areas of Homesites which are disturbed by construction activity must be restored and revegetated; and they must be appropriately tended until the natural vegetation is reestablished and sufficiently nourished. A blend of natural and ornamental vegetation may be used.

Most importantly, special care *must* be taken during the initial planning for placement of the home on the Homesite, so that sufficient planting space is allowed for any perimeter landscaping (whether it is required by the Committee or simply desired by the Owner) to occur *without* encroaching outside the Building Envelope in any area on the Homesite.

The Committee must review and approve the required Homesite landscaping plan, as well as any and all supplemental landscaping plans, *prior to* Final Approval and *prior to* any landscaping implementation at the Homesite.

## **4.3 Private Area**

The Private Area is the part of the Building Envelope immediately surrounding the home. It is within this Private Area that an Owner may create as varied a landscape as he/she desires.

All Private Area landscape designs including irrigation must be properly submitted to and pre-approved by the Committee.

## **4.4 Revegetation of Disturbed Areas**

Landscape disturbance on existing Homesites may only occur under the following conditions: (1) if the disturbance is for construction purposes, (2) if the disturbance falls completely within the Site's Building Envelope, (3) if the disturbance is in an area(s) which has been pre-approved by the Committee, (4) if the disturbance area is completely re-landscaped upon the completion of construction, and (5) if the re-landscaping is conducted according to the Homesite's pre-approved landscaping plan.

## **5 CONSTRUCTION REGULATIONS**

### **5.1 Building Envelope**

The Building Envelope, which is the limit of development on each lot, is also the area within which all construction activities related to the improvements must be confined. The approved area of disturbance must be staked.

### **5.2 OSHA Compliance**

All applicable Occupational Safety and Health Act (OSHA) regulations and guidelines must be observed at all times.

### **5.3 Performance Deposit**

Prior to the commencement of construction, the Owner/Builder will place a construction deposit with the Red Hawk Ranch Owners Association in the amount of \$10,000. These funds may be used by the Association to enforce any non-compliance issues relative to the Architectural Review Committee Rules and/or the Associations CC&Rs (relative to construction and landscaping) Upon completion of construction, receipt of a



Certificate of Occupancy and the completion of landscaping the Architectural Review Committee will review the project and if in their judgment the project is in compliance with all governing rules and guidelines the deposit will be returned to the Owner/Builder.

## **5.4 Construction Site Plan and Construction Trailers**

A Construction site plan must be prepared and approved which indicates construction access, parking areas off of the street, sanitary facilities, concrete wash out area, trash drum, material storage, and approved access drives, for construction activities on any lot. Upon approval of the Construction Site Plan a construction trailer or portable field office may be located on the building site within Building Envelope.

## **5.5 Trash Receptacles and Debris Removal**

All Owners shall be responsible for seeing that all of his/her Builder(s) working within Red Hawk shall clean up *all* trash and debris *at the end of every day*. A Trash receptacle with a proper cover must remain on the Site at all times so as to contain all lightweight materials and packaging. All concrete washouts (from both trucks and mixers) must occur within the Homesite's Building Envelope, in a location where it will ultimately be concealed by structure or covered by backfill. Washout accruing in road right-of-way, in setbacks, or on adjacent properties is strictly prohibited, and subject to immediate fine and project shutdown until adequately remedied as determined by ARC.

## **5.6 Sanitary Facilities**

Each Builder(s) shall provide adequate sanitary facilities on the applicable Homesite for his/her workers during Site construction. Portable toilet facilities shall be located within the Homesite's Building Envelope, and placed in a discreet location, and shall be properly maintained for sanitary purposes.

## **5.7 Construction Access**

The Red Hawk Lane and Red Hawk Ridge Road will be the only construction access to any lot. Speed limit within Red Hawk Ranch is 20 mph.

## **5.8 Vehicles and Parking Areas**

Construction crews will not park on, or otherwise use, undeveloped portions of lots or open space, including road shoulders. The road must allow continual unconstrained access by normal traffic and emergency vehicles, including fire trucks. Any damage to the shoulder and landscape must be repaired by the contractor.

## **5.9 Conservation of the Native Landscape**

During construction, trees which are to be preserved shall be marked and protected by flagging, fencing, and/or barriers. The Committee shall have the right to flag any major terrain features, plants, trees, and native vegetation which must be fenced for protection during construction.

## **5.10 Erosion Control**

During construction, measures must be taken to eliminate erosion. All measures utilized must comply with Summit County ordinances, with which all contractors shall familiarize themselves.

## **5.11 Excavation Materials and Blasting**

The Owner shall be responsible for providing written notification to the Committee *at least* two (2) weeks in advance of any blasting that will occur on a Homesite, and the Owner shall be responsible for providing the Committee with proof of all appropriate County approvals *prior to* any blasting which takes place in connection with such

Owner's Homesite. Blasting shall only be conducted by licensed demolition personnel, who possess all requisite insurance coverages specific to the blasting activity they will conduct at Red Hawk Ranch (as mandated by County and state statutory law).

## **5.12 Dust and Noise Control**

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

The sounds of radios or any other audio equipment used by construction personnel must not be audible beyond the property perimeter of any lot; repeated violations of this provision will precipitate a total prohibition of any on-site use of radios or audio equipment during construction.

## **5.13 Material Deliveries and Parking**

All building materials, equipment, and/or machinery required to construct a home on any Homesite at Red Hawk shall be delivered directly to the Building Envelope of that particular Homesite, and the materials shall always remain within the Building Envelope of each Homesite and clear of all setbacks. This includes: all building materials, earth moving equipment, trailers, generators, mixers, cranes, and/or any other equipment or machinery that will remain at Red Hawk overnight. Material delivery vehicles may *NOT* drive across neighboring Homesites, Open Spaces, or Common Areas to access construction site.

## **5.14 Firearms and Weaponry**

The possession or discharge of any type of firearm by construction personnel on any construction site, lot, common area parcel or right-of-way at Red Hawk Ranch is Prohibited

## **5.15 Alcohol and Controlled Substances**

The consumption of alcohol or any use of any controlled substance by construction personnel on any construction site, Lot, or right-of-way at Red Hawk Ranch is prohibited at all times.

## **5.16 Fires and Flammable Materials**

Careless disposition of cigarettes and other flammable materials, as well as the build-up of potentially flammable materials constituting a fire hazard, are prohibited. At least two 20-pound ABC-Rated Dry Chemical Fire Extinguishers shall be present and available in a conspicuous place on the construction site at all times.

## **5.17 Pets and Wildlife**

Builders or other persons working at Red Hawk shall never bring any pet(s) (particularly dogs) into Red Hawk and shall not feed or otherwise inappropriately attract wildlife.

## **5.18 Preservation of Property**

The use of or transit over any other lot, 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, littering, depositing of rubbish or scrap materials (including concrete washout) on any neighboring lot, or right-of-way.

## **5.19 Construction Signage**

Temporary construction signs shall be limited to one sign per site. This sign is intended for job site identification; therefore, it must face the street frontage of the lot. It must be freestanding not attached to existing vegetation and shall not include any marketing terminology. The construction sign may not be erected on site earlier than two weeks prior to the onset of continuing construction activity and must be removed within two weeks of the issuance of certificate of occupancy by the County.

## **5.20 Daily Operation**

Daily working hours for each construction site shall be from 7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 am to 7:00pm on Saturday. Construction activity which generates noise audible from boundaries of any lot, such as hammering, sawing, excavation work, concrete delivery, etc., must be confined to the hours of 7:00a.m. to 7:00 p.m., Monday through Friday, and 8:00a.m. to 7:00p.m. on Saturday. No workers are to remain on site outside of the stated operation hours.

## **5.21 Construction Insurance Requirements**

All automobile liability and workmen's compensation. 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. Contractors and sub-contractors must post evidence of insurance with their lot Owner, prior to entering the construction premises. Confirmation shall be evidence in form of a valid Certificate of Insurance. The required insurance must provide coverage not less than the applicable limits of coverage relating to comprehensive general liability,

## **5.22 Vehicular Access**

Contractors will be given a gate code for access through main gate. Violation of any part of these guidelines may result in revocation of this code.

## **6 DESIGN REVIEW PROCEDURES**

Red Hawk has established these Design Review Procedures to assist the applicant through the design and approval process. Any Owner wishing to construct a new home or make any exterior alterations to an existing home or Lot must submit plans and specifications to the ARC in accordance with the following submittal requirements and review procedures. No modifications (including landscaping) shall be commenced, erected, maintained, or altered upon any Lot without prior written approval.

### **6A Preliminary Design Submittal**

#### **6A.1 Site Plan**

Scaled at 1"=10' or 1"=8', must completely illustrate the following: 1) the entire property; 2) the location of the proposed Building Envelope; 3) the proposed residence and all proposed building structures including fences; 4) all driveways; 5) all parking areas; 6) existing site topography; 7) proposed site topography; 8) finished floor elevations; 9) primary ridge elevations; 10) all native plants and/or unique terrain features which will be preserved; 11) all utility sources and connections; 12) septic tank and leech field; 13) location of culinary water well and storage tank, if applicable, 14) all retaining walls; 15) all construction related sites, including but not limited to, construction parking, excavation spoils storage area, material storage, trailer, toilet, dumpster. For preliminary staking see 6A.8

#### **6A.2 Floor Plan**

Scaled at 1/4"=1' or 1/8"=1' for Committee review. Floor plan must show finished floor elevations and livable square footage.

#### **6A.3 Roof Plan**

Scaled at ¼" = 1' or 1/8" = 1' showing all roof pitches, elevations, materials and overhang dimensions.

#### **6A.4 Building Sections**

Scaled at ¼" = 1' or larger including existing and proposed grade lines run through the section.

#### **6A.5 Exterior Elevations**

Scaled at ¼" = 1' or 1/8" = 1' showing existing and proposed grade lines at face of wall, roof pitch, and an indication of all exterior materials and colors.

Deferral of Exterior Material and/or Color Selection: The final material choice and/or color selection can be deferred to a later date during the construction process. Approval from ARC shall be obtained before ordering exterior materials.

#### **6A.6 Lighting plan**

Including both exterior and interior fixtures with cut sheets to be submitted.

#### **6A.7 Preliminary Landscape Plan**

(1" = 10'-0" or 1/8" = 1'-0"), showing size and type of all proposed plants, plant species, sizes, irrigation systems, all decorative materials or borders and all retained plants.

#### **6A.8 Preliminary Staking**

Preliminary rough staking showing Lot Corners, Building Corners and Centerline Driveway Corridor must be shown in person to ARC by owner, architect or builder.

#### **6A.9 Preliminary Review and Approval**

The ARC will meet and respond within 30 days of receiving completed Preliminary Design Submittal. The Committees response, either approval or disapproval, will explain those factors which contributed to the decision.

The Preliminary Design Approval is valid for 12 months. If Final Plans have not been submitted within 12 months of Preliminary Approval, the Owners shall resubmit Preliminary

Plans.

## **6B Final Design Submittal**

### **6B.1 Site Plan**

This must be scaled at 1"=10' or 1/2"=8'. The Site Plan must completely illustrate and explain the following: 1) the entire property Site; 2) the location of the proposed Building Activity Envelope on the Site; 3) the proposed residence and any and all proposed building structures; 4) all driveways; 5) all parking areas; 6) the existing Site topography; 7) the proposed Site topography; 8) the proposed finished floor elevations; 9) any and all clusters of native trees, shrubs, and vegetation, as well as unique terrain features to be preserved on the Site.

### **6B.2 Survey**

This must be scaled at 1"=10' or 1/2"=8'. The Survey must be issued by either a registered land surveyor or a licensed civil engineer, and it must clearly delineate the following: 1) all Homesite boundaries and dimensions; 2) all topography, 2 foot contours or less; 3) major terrain features; 4) all trees, 5) all pavement curb/edges; 6) septic and utility locations.

### **6B.3 Floor Plan**

This must be scaled at 1/4"=1' or 1/8"=1'. The floor plan must clearly and accurately identify and illustrate all proposed finished floor elevations. Also, an Area Calculation Plan including numerical calculations for the Net Livable Area and Gross Total Area of the home and all other building structures on the Lot.

### **6B.4 Roof Plan**

If any changes from original submittal.



## **6B.5 Building Sections**

If any changes from original submittal.

## **6B.6 Exterior Elevation Plan**

This must be scaled at  $\frac{1}{4}'' = 1'$  or  $\frac{1}{8}'' = 1'$ . The Exterior Elevation Plan must show all of the following; 1) existing grade lines; 2) proposed grade lines; 3) ridge heights; 4) roof pitch; 5) preliminary indication of all exterior materials and colors (some or all of these may change before Final Approval).

## **6B.7 Lighting Plan**

If any changes from original submittal.

## **6B.8 Landscape Plan**

If any changes from original submittal.

## **6B.9 Final Staking**

The Property shall be staked by a licensed surveyor, showing the Building Envelope, Building Corners, and Centerline Driveway Corridor. To be done at the time of submittal of final design documents for ARC approval. Shall include marking of trees that will be removed.

## **6B.10 Final Design Submittal**

Final Design Submittal must follow within 12 months of preliminary design approval.

## **6B.11 Final Review Process**

The Committee will review each Final Design Submittal and will respond no later than 30-business days. A written response will indicate whether the Final Submittal is approved (and any applicable conditions) or not approved, with an explanation of factors causing decision.

Approval of Final Design Review is valid for 12-months. Plans will be stamped electronically and returned to Owner.

## **6C Subsequent Changes**

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

## **6D Non-Waiver**

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 of the Design Guidelines shall not constitute a waiver of same.

## **6E Right of Waiver**

The ARC reserves the right to waive or vary any of the procedures set forth herein at its discretion, for good causes shown.

## **6F Professional Review Fee**

A consulting architect reviews all home plans. Applicant shall be refunded any funds over and above the deposit paid. Additional architectural review fees may be charged for resubmittals, remodels, or other special circumstances.

## **7 ARCHITECTURAL REVIEW COMMITTEE ORGANIZATION**

### **7.1 Committee Members**

The Committee shall consist of three (3) to five (5) Red Hawk Ranch Owners Association Members as Committee Members, who are each appointed by the Board. Each Member shall hold his/her office until such time that the particular Committee Member resigns from the Committee, is removed from the Committee, or has a successor appointed to the Committee to take his/her place.

### **7.2 Committee Address**

The address of the ARC shall be the address established for the submittal of plans and specifications, which shall change from time to time and will be provided at Owner inquiry.

### **7.3 Resignation of Members**

Any Member of the ARC may, at any time, resign from the ARC upon written or email notice delivered to the Board of Trustees

### **7.4 Duties of the Committee**

It shall be the duty of the ARC to consider and act upon such proposals and plans related to the development in Red Hawk Ranch that are submitted pursuant to the Design

Guidelines and to enforce the Design Guidelines.

## **7.5 Committee Meetings**

The ARC shall meet as necessary to properly perform its duties. The vote of a majority of the Members shall constitute an act by the ARC. The ARC shall keep on file all submittals and copies of all written responses to Owners to serve as record of all actions taken.

## **7.6 Compensation**

Unless authorized by the Board of Trustees, the Members of the ARC shall not receive any compensation for services rendered.

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

## **7.7 Amendment of Design Guidelines**

From time to time, as the ARC or Board, in its discretion, determines is necessary, Board shall have the authority to amend and/or revise any portion of the Guidelines. All such amendments and/or revisions shall be appended to and/or made a part of the Guidelines as appropriate. As well, the ARC shall have the authority to make any and all administrative changes necessary to improving the Design Review process and/or the ARC's functionality and efficiency.

## **7.8 Nonliability**

Neither the ARC nor any Member thereof, nor ARC selected professional consultants shall be liable to the Association or to any Owner or other person for any loss or damage claimed on account of any of the following:

The approval or disapproval of any plans, drawings and specifications, whether or not defective.

The construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications.

The development, or manner of development of any property within Red Hawk Ranch.

Every Owner or other person, by submission of plans and specifications to the ARC for approval, agrees that they will not bring any action or suit against the ARC, any of its Members, regarding any action taken by the ARC.

Approval by the ARC of any improvement at Red Hawk Ranch only refers to the Red Hawk Design Guidelines and in no way implies conformance with local government regulations. It shall be the sole responsibility of the Owner to comply with all applicable government ordinances or regulations, including but not limited to zoning ordinances and local building codes.

## **7.9 Enforcement**

The ARC may, at any time, inspect a lot or improvement and, upon discovering a violation of the Design Guidelines, follow the enforcement procedures as outlined in the Declaration and fine schedule as outlined in the Procedures & Fine Schedule.

In the event of any violations of the Design Guidelines, the ARC may, at its sole discretion and in addition to restoration expenses, impose without limitation a punitive fine, commensurate with the severity of the violation. In the event the ARC deems it necessary to retain legal counsel in connection with the enforcement of the Design Guidelines, the Owner against whom such enforcement is sought shall be liable for all legal fees and other out-of-pocket expenses incurred by the ARC or Red Hawk Ranch Owners Assn in enforcing the Design Guidelines. Such limit of access shall also apply to Builders and related contractors for violations of Design Guidelines.

## **7.10 Severability Clause**

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

## **7.11 Delegation of Authority**

The ARC may delegate any or all of its architectural review responsibilities to one or more of its Members, acting as a subcommittee of the ARC, and/or a professional design consultant(s) retained by the ARC on behalf of the Association. Upon such delegation, the actions of such Members or consultant(s) shall be equivalent to action by the ARC as a whole.

## **7.12 Declaration of Covenants, Conditions, and Restrictions**

The Design Guidelines are promulgated pursuant to the terms and conditions of the CC&R's for Red Hawk Ranch. However, in the event of any inconsistency between the specific provisions of the Design Guidelines and the provisions of such CC&R's the specific provisions of

the Design Guidelines shall apply.