

Telluride Ski Ranches Association

Design Review and Property Committee (DRPC)

Guidelines and Regulations (Amended and Fully Restated Effective 12/18/2023)

1. PURPOSE, APPLICABILITY, & GENERAL CONSIDERATIONS OF THE TELLURIDE SKI RANCHES ASSOCIATION DESIGN REVIEW AND PROPERTY COMMITTEE (DRPC)

1.1. The purpose of the DRPC (the "Committee") is to preserve the natural beauty of the Telluride Ski Ranches (the "Community", or "Neighborhood"), as a pleasant and desirable environment, and to protect and promote the value of property within the Community through the application of a design review process governing existing homes, remodel of homes, home improvements, home additions and overall property, occupied lot and vacant lot quality.

1.2. The Committee may propose, publish, and enforce reasonable guidelines and rules and regulations related to design review ("Guidelines" or "Regulations") from time to time, which may include fee schedules, state the general design theme of the Community and the procedures that must be followed by the Committee and design review applicants. The Regulations, as amended from time to time, are subject to approval of the Board of Directors ("Board") of the Telluride Ski Ranches Association, Inc. ("Association") and may not conflict with the HOA Declaration.

1.3. ADOPTION. These Regulations were adopted by the Board pursuant to Article 6 of the Declaration effective as of December 18, 2023, These Regulations, as well as the covenants, conditions and restrictions set forth in the Association's other Governing Documents and apply to all Lots and Owners within the Community as well as their family members, tenants, guests, invitees, contractors and other occupants. The Governing Documents are available online at www.skiranches.com ("Website") or by request from the Association. These Regulations amend and fully restate and replace all prior DRPC Guidelines.

1.4. PURPOSE. The DRPC and these Regulations, also referred to as Guidelines, are intended to:

1.4.1. Foster and promote effective communication and problem solving between neighbors.

1.4.2. Preserve and protect the beauty of the Ski Ranches Community's natural environment;

1.4.3. Promote a harmonious relationship of buildings, landscape, and topography;

1.4.4. Protect the value of property within the Community; and

1.4.5. Promote design that is responsive to the local area and climate.

1.5. The DRPC does not wish to dictate design or restrict individual preferences. It intends only to preserve the natural beauty of the Community and to reasonably minimize visual impacts of houses and other improvements and the construction process on the Community. These DRPC Regulations provide requirements and design guidelines for Owners and the DRPC to adhere to in all aspects of design, construction and improvements.

1.6. **APPLICABILITY.** The DRPC is appointed by the Board as set forth in Section 6.1 of the Association's Declaration. If a DRPC is not appointed, the Board shall serve as the DRPC. The Board may hire or appoint a DRPC administrator. DRPC review and these Regulations apply to all improvements and modifications as provided in Section 6.3 of the Declaration, including but not limited to:

1.6.1. New construction of buildings, freestanding structures, driveways, decks and patios, landscaping, trees (removal and maintenance), parking areas, and signs;

1.6.2. Fencing, walls and corrals;

1.6.3. Play and other outdoor stationary equipment;

1.6.4. Overall lot (vacant or occupied) condition;

1.6.5. Landscaping and grading (including tree removal and related work);

1.6.6. Interior modifications, only as it pertains to construction mitigation plans;

1.6.7. Exterior utility fixtures (including Lighting, Landscaping Power Outlets, Solar Panels, Generators);

1.6.8. Water features, pools, hot tubs; and

1.6.9. Other exterior modifications and improvements and/or projects that may have a sustained and notable exterior impact upon the neighborhood.

1.6.10. Projects that require DRPC notification, but do not require DRPC approval are those considered to be interior work only and/or general maintenance, defined as repair or replacement of an existing improvement the nature of which does not materially alter its appearance or size.

1.7. INTERPRETATION. Capitalized terms not defined in these Regulations shall have the meaning ascribed to them elsewhere in the Association's Governing Documents. In case of conflict between these Regulations and the Declaration, the Declaration shall control.

1.8. GENERAL CONSIDERATIONS

1.8.1. The Telluride Ski Ranches is a single-family residential community and site planning and design should emphasize privacy and reasonably minimize visual impact.

1.8.2. Owners and design and construction professionals should understand and respect the fragile natural environment and the impact of construction and development on that environment.

1.8.3. Plantings and re-vegetation should enhance and reinforce the existing vegetation patterns on the project site. Use of native species is encouraged. As used in these Regulations, the term "native" primarily includes plant material indigenous to the Rocky Mountain montane and subalpine life zones and that are not invasive in nature.

1.8.4. Building siting and design should fit naturally and harmoniously with the Lot's particular topography, respecting and relating to existing landforms and vegetation. Wooded areas should be maintained where possible.

1.8.5. Natural materials of stone, timber, wood, and non-reflective metal are encouraged. Materials shall be of high quality and finished to endure the elements. Non-flammable building materials are encouraged.

1.8.6. Colors of all exterior building material should blend with the surrounding environment. A muted and natural color palette for roofs and building materials are encouraged.

- 1.8.7. Consideration shall be given to the Proximate Neighbors, as well as neighbors located above and nearby, and the various effects of construction activities to them and general property aesthetics as viewed by them. “Proximate Neighbors” are those property owners who share Lot lines with the project site and/or are directly across a Ski Ranches road from the project site.
- 1.8.8. DRPC approvals and conditions are subject to San Miguel County, Colorado (“County”) building and construction codes, regulations and requirements.
- 1.8.9. Documentation of all DRPC approvals granted to Ski Ranches property owners under previous versions of these Guidelines are the responsibility of the Owner.

2. PROCESS FOR APPLICATION, REVIEW, APPROVAL, & FEES

- 2.1. A process of design review has been established to help guide Owners and design and construction professionals, and to provide Owners with necessary information.
- 2.2. The basic DRPC design review and approval process is described in Section 6.5 of the Declaration. Owners, or their authorized representative(s), shall submit the materials required pursuant to the Declaration, together with a completed DRPC Application form and DRPC Checklist form as amended from time to time, which are deemed part of these DRPC Regulations and are available online at www.skiranches.com or by request from the Association. To the extent that the Application and Checklist may conflict with these Regulations, the Application and Checklist shall control.
- 2.3. **PLAN REVIEW** Plan review addresses impacts upon neighbors and the Association, and property appearance with regard to site conditions and planned improvements, building floor plans and elevations, roof design, architectural character or expression, exterior materials, site conditions, grading, drainage, erosion controls, lighting, and landscaping. Noise, site management and safety, hours of work, and project timelines must be considered. Impacts upon Proximate Neighbors are a primary concern.

- 2.3.1. Section 6.6 of the Declaration provides a 30-to-60-day review period following receipt of an application for the DRPC, to review and either approve or deny an application. The review period shall not commence to run until the DRPC or its administrator deems the application to be complete and all review fees are paid to the Association. Review hearings may be continued and the review period shall be extended in the event additional materials or information are requested from the applicant, and such materials must be submitted within sixty (60) days from the request or the application will be deemed abandoned and denied.
- 2.3.2. The DRPC shall not review any application for a Lot for which, or for an Owner from whom, Association assessments, fines, or other amounts are owed to the Association and past due. In such cases, the application shall not be deemed complete and the DRPC's review period shall not begin to run until all such amounts are either paid, waived or dismissed by the Association or a court of competent jurisdiction. If full payment is not made in accordance with a payment plan or otherwise, or waived or dismissed within 90 days of submission of the application, the application will be deemed abandoned and denied.
- 2.3.3. The DRPC shall not review any application for a Lot for which, or for a Lot Owner to whom, a written notice of violation has been issued and is pending or has not been dismissed following notice and hearing or cured to the satisfaction of the Association. In such cases, the application shall not be deemed complete and the DRPC's review period shall not begin to run until all such violations are cured, or are dismissed by the Board or a court of competent jurisdiction. If compliance does not occur or is not waived or dismissed within 60 days of submission of the application, the application will be deemed abandoned and denied.
- 2.3.4. INTERIOR RENOVATIONS estimated to last more than two (2) weeks require submission of a completed application form but shall not require DRPC review and approval unless the DRPC administrator elevates the application's review to the DRPC or unless there is no acting DRPC administrator. The DRPC or its administrator may require interior renovation project applications to include submission of a "*Construction Mitigation Plan*" that addresses any prospective construction-related impacts to neighbors and management of exterior areas, such as dumpsters, contractor parking, signage, and material storage and staging areas.

2.3.5. GENERAL MAINTENANCE PROJECTS require submission of a completed application form but shall not require DRPC review and approval unless the DRPC administrator elevates the application's review to the DRPC or unless there is no acting DRPC administrator. Maintenance projects are defined as one-for-one replacements in nature or which do not alter the appearance or size of the item being worked on. The DRPC or its administrator may require submission of a "*Construction Mitigation Plan*" that addresses any prospective construction-related impacts impacting exterior areas, including but not limited to dumpsters, contractor parking, signage, and material storage and staging areas.

2.4. APPLICATION PROCESS DETAILS. The DRPC shall maintain up to date information and online fillable forms regarding the DRPC application and approval processes, fees, meeting dates, and other pertinent information on the Website (www.SkiRanches.com/DRC). The classes of DRPC applications referred to on the Website are as follows: **Large Exterior Projects** (Cost > \$50k) are Class 3 applications; **Small Exterior Projects** (Cost < \$50k) are Class 2 applications; **Interior Projects** are Class 1 applications; **Tree Removal** is a Class 1 application; **General Maintenance** is a Class 1 application. Class 3 applications are subject to two step (preliminary and final) DRPC review, Class 2 applications are subject to one or two-step DRPC review, unless waived/combined into one review pursuant to these Regulations. Class 1 applications are subject to review by the DRPC administrator except as otherwise set forth in these Guidelines.

2.5. NOTICES. Applicants are required to notify Proximate Neighbors, (those with adjoining Lot(s) or with Lot(s) directly across a road from Applicant's Lot), of proposed project/construction plans and the DRPC or its administrator may require notice to other affected neighbors. Notification should be sent via US Certified Mail and E-Mail (if available). The list and contact information for neighbors can be obtained through the DRPC Administrator. Notices should be received at least ten (10) days prior to the initial DRPC review meeting. Information sent should include the project application form, anticipated project start and completion dates, and any accompanying plans or descriptive information per the Website or as directed by the DRPC or its administrator.

2.5.1. Once an application is complete and the DRPC or the DRPC administrator notifies the applicant of the hearing date, time and location, the applicant shall deliver written notice of the hearing to Proximate Neighbors. Such notice shall be emailed and sent via certified U.S. mail, or delivered in person at least ten (10) days prior to the DRPC hearing on the application. The notice shall also be sent via E-mail addresses of record with the Association. Owner mail and E-mail information may be requested from the DRPC administrator and used for these purposes. Proof of Certified Mailing shall be provided to the DRPC. E-mails shall be carbon-copied (CC) to DRPC Administrator.

2.5.2. Notices shall contain the following information:

2.5.2.1. Name, mailing address, email address and phone number of the Owner and, if different, the applicant;

2.5.2.2. Street address, Lot number and Filing number of the subject Lot;

2.5.2.3. Vicinity map showing project location (the DRPC recommends use of County website GIS mapping tools;

2.5.2.4. Brief summary of the application describing the proposed improvements and including a copy of the plans and a link to plans or information as to who to contact for a copy of them:

2.5.2.4.1. This summary shall briefly describe the Construction Mitigation Plan (per Section 3 below);

2.5.2.4.2. This summary shall briefly address how the application meets with Property Conditions requirements (Section 4 below);

2.5.2.4.3. The summary shall state that a landscaping plan and property remediation plan shall be submitted if required pursuant to Section 4.16 (LANDSCAPING);

2.5.2.4.4. The summary shall state the anticipated Start and Completion Dates of the Project (as defined below).

2.5.2.4.5. The date, time, and location, online and call in information for the DRPC review hearing;

2.5.2.4.6. A statement indicating that comments and questions regarding the project may be submitted to the DRPC in advance of or at the DRPC hearing or to the DRPC administrator whose contact information is available on the Website (www.skiranches.com).

2.5.3. Proof notice consisting of a copy of the notice and a list of Owners (and their Lot information) notified shall be provided to the DRPC administrator, or the DRPC directly if there is no DRPC administrator, at least 24 hours prior to the DRPC hearing.

2.6. DRPC DISCRETION REGARDING NOTICE Small Exterior projects with budgets less than \$25,000 one-step (Class 1) review applications may request a waiver of the notice requirement. If the DRPC and/or its administrator determines in its reasonable discretion that on the face of the application, the application would have no or de minimis impact to the Proximate Neighbors, then the DRPC or its administrator may waive the neighbor notification requirement, and shall advise the applicant in writing of such waiver.

2.6.2. The first and second review for larger (Class 1 and Class 2) projects may also be combined at the DRPC's or its administrator's reasonable discretion.

2.7. At least 72 hours prior to the hearing, the applicant shall have a surveyor stake the subject Lot to show the location of the proposed improvements, including where applicable, the driveway location, septic and leach field locations, building footprint, setbacks, roads, Lot lines, and shall erect vertical story Poles if requested by the DRPC or its administrator as well as the locations of all other structures and improvements.

2.8. VARIANCES. Variances may be granted by the DRPC in certain conditions as set forth in Section 6.12 of the Declaration.

- 2.9. APPEALS. An Owner whose application has been denied or conditionally approved, or whose return of performance guarantee deposit (see Section 2.10 below) has been denied by the DRPC administrator may appeal such decision to the DRPC, or in the case of a decision of the DRPC, may appeal to the Board pursuant to Section 6.5(j) of the Declaration. Appeal requests shall be made in writing and shall be delivered to the DRPC or its administrator and the Association's manager within thirty (30) days of the date of the DRPC or its administrator's written notice of decision. A timely appeal to the DRPC and Board shall be a prerequisite of filing suit or other legal action.
- 2.10. Performance Guarantee. As a performance guarantee, a cash deposit is required for, and is a condition of, approval of all new construction, alterations, and additions and shall be delivered to the Association prior to commencing any construction. The performance guarantee deposit amount is calculated at \$10 per square foot as defined in Section 2.12 below. The DRPC may also determine the amount of the Performance Guarantee at their discretion. Performance Guarantee checks must be made payable to the Telluride Ski Ranches Association and delivered in person to the DRPC administrator or mailed to the Association at its address on the Website.
- 2.10.2. Release. Upon receipt of written notice of completion, the DRPC Administrator or DRPC representative shall visit the project site to determine if the project is complete in accordance with the approved plans, including but not limited to cleanup on the Lot, and completion of required landscaping. Upon a determination of satisfactory completion, the performance guarantee deposit, plus any accrued interest, shall be released or returned to the Owner or their authorized representative. Prior to release or return of the performance guarantee deposit, the DRPC or its Administrator may require the Owner to provide an Improvement Location Certificate signed by a licensed land surveyor which shows all completed improvements specified on the approved plans.
- 2.10.3. Partial Release. Upon receiving a request for return of performance guarantee during November through March, if conditions are not amenable to landscaping or the Lot is covered in snow, the DRPC, upon satisfactory site inspection, may retain a portion of the performance guarantee deposit equivalent to the estimated cost of site cleanup and/or landscaping as determined by the DRPC or its administrator, and the balance, plus any accrued interest, shall be returned to the Owner, or Owner's representative, upon satisfactory completion of site clean-up and/or landscaping.

- 2.10.4. Release to Association. If an Owner has not satisfactorily completed the project as set forth above and/or is otherwise in violation of the DRPC Regulations, then the Association may, after notice to the Owner and an opportunity for a hearing before the Board pursuant to the Association's enforcement policy(ies) in effect from time to time, apply up to the full amount of the performance guarantee deposit, plus any accrued interest, to pay for costs, expenses and damages incurred by the Association for the violation, including but not limited to the cost of steps that the Association takes to cure or remedy the violation. Application of the performance guarantee deposit is a setoff against such Association costs and damages and shall not limit the Owner's liability for failure to comply with the DRPC approval or for otherwise violating the DRPC Regulations.
- 2.11. Road Impact Fee. In addition to any applicable review fees based on application class/review requirements, Owners are required to pay a non-refundable road impact fee to the Association, as part of DRPC approval, prior to construction of new buildings or additions or exterior alterations, excluding painting or staining, but including paved, concrete or stone patios or other improvements that are not part of a building. The road impact fee shall be the greater of \$2.50 per square foot, as defined in Section 2.12., below, or \$500, whichever is greater. Checks shall be made payable to the Telluride Ski Ranches Association and shall be used for road maintenance, repair, replacement and/or reserves as determined by the Board. Payment of a road impact fee is a setoff against the Association's general road maintenance costs and shall not limit the Owner's liability for the costs and expenses associated with repairing road damage resulting from construction of the Owner's project, which is in excess of the road impact fee amount.
- 2.12. Square Footage Calculation. For the purposes of calculating the performance guarantee deposit and road impact fee, where applicable, the term "square foot," as used in these Regulations, means each square foot of the total square feet of all enclosed areas of a structure, plus decks (whether enclosed or not), plus garages and storage areas (whether heated or not) to be constructed as set forth in the building permit issued by the County for the project. In the case of a paved, concrete or stone patio or other improvement that is not part of a building or square footage calculation in a County building permit, the term "square foot," as used for purposes of calculating the performance guarantee deposit and road impact fee shall be each square foot of the total square feet of the new paved, concrete or stone patio or other improvement that is not part of a building.

2.13. EXTENSION, MODIFICATION PROCESS FOR APPLICATION AND FOR PROJECT, AND PROJECT TIMELINES

2.13.2. Continuances: In any review process, the DRPC may continue the application's review to a later date if the DRPC determines more information is required. The motion for continuance shall specify the date for the next review, if the date is not certain, the applicant will be required to send notice again as set forth in Section 2.5 above.

2.13.3. Modifications of Approved Projects: Any and all material modifications to DRPC approved plans, whether modification of the improvements or modification of the Completion Date is sought, must be submitted to the DRPC or its administrator for review in accordance with these Regulations. (See Website for process)

2.13.4. DRPC PROJECT TIMELINES (See Section 3 for Clarification)

2.13.4.4. Once approved, a project must Start (as defined in Section 3.3.1.3 below) within 12 months of the DRPC approval date.

2.13.4.5. Once started, a project must be Complete (as defined in Section 3.3.1.6 below) within 24 months of its Start date.

2.13.4.6. The DRPC may specify shorter timelines for some projects at the time of approval.

3. PLANNING AND CONSTRUCTION PROCESS REQUIREMENTS

3.1. CONSTRUCTION REQUIREMENTS. A Construction Mitigation Plan shall be included with each application to the DRPC which will include a Site Map consisting of a Lot survey or comparable map which shows locations of:

3.1.1. Portable Toilet;

3.1.2. Bear proof trash container;

3.1.3. Construction dumpster;

- 3.1.4. Off asphalt parking for construction workers, winter/plowing backup parking plan, adherence to County building and right-of-way work permit requirements;
- 3.1.5. Existing building footprint (if applicable);
- 3.1.6. New building footprint, including copy of the County-approved on site wastewater treatment system ("OWTS");
- 3.1.7. Tree removal area, and replacement plan;
- 3.1.8. Construction fencing (if required);
- 3.1.9. Silt fencing and sediment runoff mitigation (if required);
- 3.1.10. Laydown area (staging, storage must not encroach within easement areas; and
- 3.1.11. Maximum area of disturbance (if required).

3.2. Additional Requirements:

- 3.2.1. Approved application construction agreement signed and dated by the Owner and general contractor. In the event a contractor has not been selected at time of DRPC approval, execution of this agreement must occur prior to commencement of construction (Start date).
- 3.2.2. CONSTRUCTION HOURS are 7am – 6pm, Monday through Saturday. No work on Sundays or federal holidays. No heavy equipment and tools or loud exterior construction activities (excavators, chainsaws, pile drivers, pneumatic tools, jack hammers, dump trucks etc.) until 8am.
- 3.2.3. SIGNAGE Signs shall be placed only for the duration of construction, and to adhere to County Planning and/or Building Department requirements.

3.2.3.1. One construction sign per Lot shall be permitted during construction and only for projects that have received final plan approval from the DRPC. If construction is abandoned, the sign must be removed. Construction signs must be removed within fifteen (15) days after issuance of a temporary or final Certificate of Occupancy. Construction signs may not exceed eighteen inches by twenty-four inches (18" x 24"), and their height shall be no more than four (4) feet above ground level. The sign design and location is subject to DRPC or its administrator's approval.

3.2.3.2. The same or a separate sign with the name and phone number and email address of the general contractor shall be readily visible from the Lot's entry point.

3.2.3.3. Signs may be posted on construction fencing, building walls, or posts.

3.3. PROJECT TIME FRAMES

3.3.1. The approved construction time frame is 24 months from Start date and is subject to the following:

3.3.1.1. DRPC approval must occur prior to applicant obtaining a building permit from the County (if required)

3.3.1.2. Applicants must provide a copy of the County building permit to DRPC.

3.3.1.3. The project "Start" date is the date of commencement of excavation or site clearance and/or grubbing.

3.3.1.4. Interior projects Start date is when contractor work commences, or staging or other signs of construction activity are evident.

3.3.1.5. Performance guarantee deposits will be held until the construction is Complete and the County Certificate of Occupancy (C.O.) is issued. If no C.O. is required, then the Complete date is effective upon return of the performance guarantee deposit to the Owner.

3.3.1.6. The project “Complete” or “Completion” date is upon completion of all clean-up, landscaping, and/or other property repairs or remediation as directed by the DRPC and/or its administrator.

3.3.1.7. EXTENSIONS. Applicants may apply for an amendment to extend in accordance with these Regulations if the project extends past 24 months. If no amendment request is made and permit runs out, construction is not authorized to continue.

3.4. Inspections and Safety

3.4.1. DRPC administrator shall periodically visit job sites for compliance with DRPC approval terms.

3.4.2. Jobsite Fire Safety - refer to Association’s “Wildfire Mitigation Plan” on its Website, as amended and in effect from time to time.

3.5. GENERAL CONSTRUCTION CONDUCT REQUIREMENTS

3.5.1. Construction fencing is to be situated to protect neighboring properties, easements and living trees from construction debris and damage.

3.5.2. Completion of construction cleanup is required within six (6) months of receipt of Certificate of Occupancy and completion of the project. Any extension of this must be submitted in writing, stating good cause for such an extension, and receive approval by the DRPC.

3.5.3. Owner/contractor must provide a bear proof trash container and shall provide a construction dumpster or otherwise ensure removal of all boxes and construction debris from the site by all contractors/suppliers. Trash/debris may not be piled up for future disposal. Nor shall any food or other “bear attractants” be placed in a non-bear proof container or anywhere else on the property.

3.5.4. Staging areas are limited to the area as submitted on the site plan.

3.5.5. Easements shall generally be kept free and clear of construction materials and debris.

3.5.6. Allowed disturbance areas shall be indicated on the staging plan and no disturbances shall be allowed outside that area.

3.5.7. There will be absolutely no burning of construction debris, including stumps, slash, trash, etc. Logs resulting from felled trees shall either be stacked neatly on the site, chipped per these Regulations or removed.

3.5.8. Owners contractors shall routinely clean up all construction mud, debris, clumps and rocks on paved Ski Ranches roads within 48 hours.

3.5.9. No amplified sound systems shall be played on a construction site that can be heard beyond the Lot boundary so as to not disturb neighbors.

3.5.10. No contractor or other worker shall be permitted to bring dogs into the Ski Ranches Community.

3.6. ROADS; FACILITIES IMPACTS AND DAMAGE

3.6.1. Owners shall be liable to the Association for all costs of repairing damage to Community roads and other Facilities caused or worsened by:

3.6.1.1. Construction and construction related activities on that Owner's Lot;

3.6.1.2. Utility cuts in roads; and

3.6.1.3. Washouts, erosion and run-off damage caused by insufficient drainage and/or failure to install and maintain appropriate drainage infrastructure in a proper or timely manner.

3.6.2. Owners Contractors shall ensure Owner's culverts, drainage, roadsides, easements, property borders, etc. are in good maintenance and repair throughout the course of project and upon completion of project.

3.7. LANDSCAPING REMEDIATION. Upon completion of project Landscape Remediation must occur as outlined in Project Plans (Section 2.5.2.4.3) or as required by DRPC and/or its administrator.

4. PHYSICAL CONDITIONS REQUIREMENTS OF SKI RANCHES PROJECTS

4.1. Buildings and improvements must respect and relate to existing landforms and vegetation. Design solutions must be site-specific, organizing the building mass in a way that relates to the terrain and functional constraints of the site. Natural vegetation, ponds, streams, and wetlands must be retained and protected whenever possible and/or required. Cut and fill shall be minimized in accordance with these Regulations.

4.2. Fire Mitigation is a significant concern. Design and construction shall incorporate all appropriate fire safety measures pursuant to these Regulations and the Ski Ranches Wildfire Mitigation requirements as amended and in effect from time to time.

4.3. Lighting Impacts are to be minimized to correspond with the “Dark Skies” guidelines as adopted by the County (See Section 4.14 below)

4.4. SIZE AND NUMBER OF STRUCTURES LIMITATIONS

4.4.1. Only one primary dwelling is permitted per Lot. Every primary dwelling structure constructed or placed on a Lot shall contain a minimum of twelve hundred (1,200) square feet of fully enclosed floor area devoted to living purposes, excluding roofed or unroofed porches, terraces, garages, carports, and other outbuildings. The total number of County permitted structures including the primary dwelling and accessory structures (which are structures other than the primary dwelling such as garages, accessory dwelling units (“ADUs”), woodsheds, workshops, carports, etc. but not including a Trash enclosure, per Section 4.11) shall be no more than three (3) per lot.

4.4.1.1. A carport shall be affixed to a building structure. Existing unattached carports shall be counted as one of the three (3) permitted structures (whether or not permitted by the County).

4.4.1.2. ADUs shall comply fully with County codes, regulations and requirements. Only one ADU is permitted per Lot, limited to eight hundred (800) square feet of enclosed, livable space.

4.4.1.3. The primary dwelling is to be constructed first. No ADU, garage or other outbuilding shall be completed on any Lot until or simultaneous with completion of construction of the primary dwelling on the same Lot.

4.4.1.4. Separate Accessory Structures, such as those that require a County building permit, which are unattached to the primary dwelling may be no larger than one-half ($\frac{1}{2}$) the square footage of the primary dwelling and the combined total square footage of the separate accessory structures shall not exceed two thousand (2,000) square feet. Additionally, the footprint of these structures may not exceed one-half ($\frac{1}{2}$) of the square footage of the footprint of the primary dwelling, exclusive of decks, patios, and exterior walkways. The height of these structures may not exceed the height of the primary dwelling. Square footage shall be defined as heated livable space per County codes, regulations and requirements.

4.4.1.5. No structures or improvements, which are defined as a building including a dwelling, shed, garage, trash enclosure, or other outbuilding may be constructed within twenty (20) foot Lot line setbacks or within thirty (30) feet of a Community road right of way. No projections are allowed into these setbacks, and setbacks must be clear and unobstructed from the ground upwards.

4.4.2. To minimize interference with snow removal and snow storage activities, no landscaping, obstacles, or other improvements may be placed within ten (10) feet of the edge of the pavement within the Community road right of ways, or outside of the Lot lines, unless first approved in writing by the DRPC and the County.

4.5. ADDITIONAL PROPERTY CONCERNS

4.5.1. No outside toilet shall be installed on any Lot except as required during construction but must be removed upon completion of construction prior to the return of the performance guarantee deposit. All plumbing including without limitation, plumbing fixtures, laundry appliances, dishwashers, toilets, or sinks shall be connected to an OWTS permitted by the County.

4.5.2. All improvements shall be constructed principally of new material, and no used building structures shall be relocated or placed on any Lot. Roofing material must be non-reflective or pre-rusted (if the type that rusts) prior to being applied/installed. Roof color shall be of a natural and muted color. Consideration of roof appearance to neighbors above the Lot shall be given. Wood shake roofing material is not permitted. The DRPC encourages fire-safe/mitigating construction materials and building techniques.

4.5.3. OWTS systems shall be designed to cause as little disturbance as possible to trees and vegetation in the areas of access and installation. The DRPC encourages trench type designs, designs that require smaller construction equipment, and designs that require narrower access such as a six (6) foot wide path rather than a twelve to fifteen (12 to 15) foot wide path.

4.5.4. Rights of Way and Easements: The Declaration, provides in Section 2.4, entitled "Utility, Map & Map Easements," that "[o]n each Lot, the reserved right-of-way and easement areas and those dedicated to public utilities purposes shall be maintained continuously by the Owner, however, no structures, plantings or other material shall be placed or permitted to remain, or other activities undertaken, which may damage or interfere with the installation or maintenance of utilities; which may change the direction, obstruct or retard the flow of water through irrigation ditches; which may damage or interfere with established slope ratios or create erosion or sliding problems; or which unreasonably interferes with the free passage of skiers and riders on and over designated ski and equestrian trails. Improvements, if any, within such areas shall also be maintained by the -Owner except for those for which a public authority or utility company is responsible."

4.5.5. Owners may not store personal property of any kind on vacant Lots prior to commencing DRPC-approved construction activities.

4.6. TREE REMOVAL

4.6.1. The DRPC reviews and approves any tree removal project prior to tree removal work

4.6.2. Tree removal from any property may be allowed for the following reasons, with DRPC review and approval:

- 4.6.2.1. Clearing of pre-approved site area prior to construction
- 4.6.2.2. Fire mitigation efforts
- 4.6.2.3. Tree thinning for maintaining a healthy forest ecosystem
- 4.6.2.4. Creation of view corridor, without clear cutting.
- 4.6.3. Any tree removal (other than those noted below) requires an application and approval of the DRPC.
- 4.6.4. Per the current Association's "Wildfire Mitigation Plan" Owners must notify the DRPC or its administrator, but do not need DRPC approval for the following types of tree removal:
 - 4.6.4.1. Trees that are within thirty (30) feet of the primary dwelling, ADU, and any outbuilding, such as a barn or garage;
 - 4.6.4.2. Trees that are less than two (2) inches in diameter at their base;
 - 4.6.4.3. Dead trees, as confirmed by qualified arborist and/or DRPC administrator;
 - 4.6.4.4. Trees that are falling over and/or those presenting a material danger to life or property;
 - 4.6.4.5. Implementing a DRPC Approved Fire Mitigation Plan (e.g., per West Region Fire Council); and

- 4.6.5. Removal of dead standing and dead falling over (hanging or leaning deadfall) trees is encouraged to mitigate fire danger. Removal of slash, brush and small branches is encouraged to mitigate fire danger.
- 4.6.6. All other tree removal requires DRPC review and approval, which is subject to the following standards:
 - 4.6.6.1. Clear-cutting of trees is prohibited on any Lot, except within DRPC approved building sites, driveways, parking areas, and approved OWTS sites;
 - 4.6.6.2. Tree thinning may be permitted by the DRPC for purposes of view corridors, fire or other hazard mitigation, at the DRPC's reasonable discretion based upon the following considerations:
 - 4.6.6.2.1. Whether the tree removal promotes and/or maintains a healthy forest by keeping a distribution of trees that is 33% small trees (less than or equal to 4 inches in diameter), 33% medium growth/size (more than 4 inches and less than 9 inches in diameter), and 33% old/mature growth (more than 9 inches in diameter);
 - 4.6.6.2.2. Impacts to neighbors and scenic quality from the Ski Ranches roads and trails;
 - 4.6.6.2.3. Impacts to visual buffer areas;
 - 4.6.6.2.4. Impacts on erosion and slope stability; and
 - 4.6.6.2.5. Impacts on the character of the neighborhood, which includes recognition that the Ski Ranches Community is predominantly a forested neighborhood.
 - 4.6.6.3. Spray paint shall NOT be used to identify trees to be removed.
- 4.6.7. If any tree removal exceeds the scope of DRPC approval and/or the Association's "Wildfire Mitigation Plan", the DRPC may require additional landscaping and/or tree replanting, to replace and/or mitigate the removed trees.
- 4.6.8. Chipping of cut wood on a Lot shall be spread at a depth not to exceed three (3) inches. Particular care should be taken not to pile woodchips around the base of a living tree, which could damage its health.

4.6.9. If the primary dwelling or ADU has a wood burning stove or fireplace or an approved fire pit, piles of stacked logs for firewood are permitted. They must be orderly piles placed more than thirty (30) feet from the road right of way and any building structure. Piles of slash, brush and small branches, even if placed on top of a neatly stacked pile of logs, are not permitted.

4.6.10. Use of approved outdoor, wood-burning fire pits is limited and regulated by the DRPC according to the Association's "Wildfire Mitigation Plan".

4.7. WETLANDS

4.7.1. If wetlands exist on or adjacent to a Lot, it shall be the Owner's responsibility to comply with County, state and federal regulations regarding wetlands. Any Lot having drainage or standing water must, before filling in or altering the flow of water, comply with the appropriate regulatory requirements.

4.7.2. Impacts to drainage and/or wetlands as part of any project must be addressed per Section 2.3, Plan Review, above.

4.8. GRADING, CUT AND FILL

4.8.1. All Lot grading and contouring must relate to and blend into the existing roads, drainage swales, and surrounding natural landscape. Grading must not negatively impact neighboring Lots, roads, easements or other Common Areas or Facilities.

4.8.2. The extent of cuts and fills must be minimized to the extent reasonably practicable in order to preserve and protect the surrounding vegetation and area and reduce visual impacts. All cut-and-fill areas must feather into the natural topography within the confines of the Lot and not materially interfere with trail, utility or other easement areas. Slope conditions must be addressed to avoid unstable conditions, erosion, and undue loss of vegetation.

4.8.3. All site plans must show surface drainage patterns consistent with the existing roads and drainage, swale grades and culvert crossings. Modifications to existing drainage must be clearly identified in the applicant's DRPC submittals and may not negatively impact adjacent land. In areas where drainage features are incorporated to direct runoff, erosion-control blankets and/or other necessary measures must be used to slow the velocity of runoff, decrease erosion, and promote quick re-vegetation.

- 4.8.4. Added or altered slopes steeper than 2:1 (run:rise) will require an approved, engineered retaining wall of stone or a stone veneer, railroad ties, or log. Stone and stone veneer materials must be approved by the DRPC. In areas visible from public view, retaining structures should blend into the environment.

4.9. DRIVEWAYS

- 4.9.1. There shall only be one driveway cut per lot unless special circumstances require multiple driveway cuts and are approved by the County and the DRPC. Temporary Driveway cuts for construction purposes can be granted but must be appropriately re-vegetated after construction is completed in accordance with these Regulations. Methods of drainage control to prevent driveway and street-side drainage from damaging roads, trails or other Common Areas shall be subject to DRPC approval, which may condition approval on, by way of example and not limitation, a narrow water bar/ditch, a broader swale, and/or a culvert. Construction and/or modification of driveway entrances, and work within the Community road rights of way must comply with County codes regulations and requirements.
- 4.9.2. Cross-driveway Culverts are the responsibility of the Owner and must be routinely maintained. Damaged culverts must be replaced or repaired, as a condition of any DRPC approval.

4.10. PARKING

- 4.10.1. Each Lot shall have space to park at least four (4) cars off the Community road right of way and traveled portion of the Lot's driveway. Enclosed parking spaces shall be counted towards this requirement. Enclosed garages for at least two (2) full sized vehicles are encouraged.
- 4.10.2. Carports must be approved by the DRPC, and must be permanent structures integrated into the overall site design and landscape. If standalone, a carport shall be considered one of the three (3) allowed structures per Lot, whether County permitted or not.
- 4.10.3. Additional on-site parking must be provided for ADUs.

4.11. TRASH ENCLOSURES

4.11.1. Construction of all new dwelling units, and additions to dwelling units, if required, shall incorporate a bear proof enclosure for poly cart and other trash and recycling containers. Trash/recycling storage areas for existing dwellings may not be located at or near driveway entrances unless kept in a bear proof structure approved by the DRPC. Trash/recycling enclosure access openings shall be oriented away from Community roads. Enclosure designs and materials shall be consistent with the design of other Lot improvements and their materials.

4.12. UTILITIES

4.12.1. All utility service lines must be routed to create the least amount of impact to the Lot. Any removal of trees for utility installation will require specific approval from the DRPC as set forth in these Regulations. All areas disturbed during utility construction must be brought remediated through proper grading, contouring, re-vegetation and tree planting.

4.12.2. Solar Panels whether roof-mounted or ground based shall be subject to Proximate Neighbor considerations and comments. Consideration shall also be given to neighbors located above the subject Lot.

4.13. ANTENNAE; SATELLITE DISHES. Allowed types of antennae, including but not limited to satellite dishes (collectively "Permitted Antennas"), are governed by Section 5.8 of the Declaration. No antenna may reach more than ten (10) feet above the highest point of the dwelling on which it is installed. Satellite dishes shall have diameter of one meter or less and shall be located so as to be visually unobtrusive to neighboring Lots and Community roads, trails and other Common Areas as reasonably practicable. No satellite dishes or antennae are allowed in setbacks or rights of way.

4.14. TEMPORARY STRUCTURES. No temporary house, tent, lean-to, teepee, trailer, garage, carport, shed or other building shall be placed on any Lot, except that construction trailers and containers shall be temporarily allowed for construction operations and materials storage during construction of the primary dwelling. No temporary structure may be used as a dwelling.

4.15. FENCES

4.15.1. All new fences require DRPC approval. Owners may not improve, repair or replace existing fences that have not received DRPC approval. The applicant must submit to the DRPC a site plan showing approximate dimensions and location of all fencing and distances between the proposed fencing to Lot boundaries, the Community road right-of-way, platted easements, and Lot setbacks. If the applicant requests that trees be removed in connection with the fenced area, then the applicant must comply with the tree removal provisions of these Guidelines.

4.15.2. New fences may be permitted subject to the following:

4.15.3. Pursuant to Section 5.6 of the Declaration, no fences shall be permitted on or along any Lot lines and the only fences permitted shall be for secured areas that are completely surrounded by the fence, such as corrals, dog runs, play areas, and gardens.

4.15.4. Fenced areas may not exceed 20% of the total Lot area (i.e., total square footage of the Lot according to the records of the County Assessor).

4.15.5. No fence may be constructed within thirty (30) feet of a Community road right-of-way, within platted easements, or within twenty (20) feet of the Lot line.

4.15.6. Plastic, wire or chain link, cyclone, fabric, metal and picket fences are prohibited, as well as fence material that is reflective in nature. Fences shall be constructed of wood or wood-composite materials that blend into the surrounding landscape.

4.15.7. Fences shall not exceed six (6) feet in height.

4.15.8. Driveway gates of any kind are not permitted.

4.15.9. Solid fences and fences that otherwise visually obscure the Lot (i.e., privacy fences) are not permitted.

4.16. LANDSCAPING CONSIDERATIONS. Development within the Community should fit within the natural landscape and should appear as a complimentary accent within a natural mountain and high meadow landscape. Overall landscaping design shall be developed so that new vegetation integrates with the natural mountain landscape and the inherent form, line, color, and texture of the local plant communities. Landscaping and re-vegetation must use grasses, plants and trees listed on the Town of Mountain Village approved planting materials list. Upon completion of any building improvement within the Community, the DRPC reserves the right to require additional landscaping if, upon review of the completed site, the DRPC determines that additional landscaping is necessary to reduce visual impacts and/or ensure the natural integrity of the area.

4.16.1. LANDSCAPING REMEDIATION PLAN: Seeding is required in disturbed areas such as on the perimeter of the building site and at utility and road cuts, where it is important to blend with natural vegetation. Road, driveway, utility cuts and other disturbed areas must be re-vegetated prior to return of performance guarantee to avoid unsightly scars on the landscape. The DRPC or its administrator may condition approval on submission of a landscape plan. These plans should explain in detail the type and measures to be used to permanently stabilize and re-vegetate disturbed areas. Meters, transformers, and other utility boxes must be included in the landscape plan with enclosures, plantings, or other screening to conceal them from the roads or neighbors' view.

4.17. LIGHTING: Permanent or temporary lighting impacts are to be minimized. These rules shall correspond to the "Dark Skies" guidelines as adopted by the County.

4.17.1. The basic guideline for lighting is to keep it subdued, downward facing, understated, and indirect to minimize the negative impacts to surrounding Lots and Community rights-of-ways and Common Areas. Exterior lighting, including but not limited to seasonal lighting, should be turned off and activated only by motion detector after 10pm.

4.17.2. The following lighting is not permitted:

4.17.2.1. "Moonlighting," architectural or landscape lighting, up-lighting or floodlighting on any Lot.

4.17.2.2. Any lighting that causes glare from a Lot into any wetland or other environmentally sensitive area, trail, Community right of way or other Common Areas.

4.17.2.3. Lighting (temporary or permanent) directed at or that causes glare into neighboring dwellings.

4.17.2.4. Total light output is a significant issue and shall be reviewed and approved or denied by the DRPC. The lowest possible lumens of exterior lighting is encouraged. Dimmer switches, motion sensors, or timers are recommended. The DRPC may require a detailed lighting plan.

4.18. GRAPHICS AND SIGNAGE

4.18.1. Pursuant to Section 5.15 of the Declaration, only the following signs are permitted: For Sale/For Lease signs, construction signs (See Section 3.2.3), address signs, open house signs and political signs. No private or commercial signs or advertising devices of any nature shall be placed within Community trails, easements, rights-of-way or other Common Areas. Signs not complying with these Regulations or not kept in good condition are subject to removal. Signs shall meet the standards set forth below.

4.18.2. Home Address Signs. Address signs are limited to the address and Owners' names only. The informational portion of an address sign may be no larger than six by eighteen inches (6" x 18"). The address on the sign shall match the street name where the driveway is entered. Applications to the County for the driveway permit shall specify which road is chosen for the driveway access point if there is an option. Reflective street address numbers are recommended for use by emergency services.

4.18.3. For Sale/For Lease Signs. Professional real estate signs may be used but must have a color scheme complementary with Ski Ranches roadway or entry signage and approved by the DRPC or its administrator. Signs shall not be more than four (4) feet in height from the ground and shall not exceed thirty-six inches by forty-eight inches (36"x 48") in size, or any smaller size required by the County.

4.18.4. Open House Signs. Open house signs will be allowed only during times when an agent is present for the open house but no more than 2 days a week per Lot. No open house signs will be allowed outside the agent-present hours of the open house. Open house signs must be in a form that is professionally made to local real estate industry standards. Signs shall not be more than four (4) feet in height from the ground and shall not exceed thirty-six inches by forty-eight inches (36"x 48") in size, or any smaller size required by the County.

4.18.5. Political signs. One political sign per political candidate or ballot measure may be placed on a Lot no earlier than forty five (45) days before, and no later than seven (7) days after an election. Political signs shall not be more than four (4) feet in height from the ground and shall not exceed thirty-six inches by forty-eight inches (36"x 48") in size, or any smaller size required by the County.

5. COMPLIANCE, VIOLATIONS, AND REMEDIES

5.1. The Declaration provides for enforcement of these Regulations by the Board. Remedies include, but are not limited to, fines, recovery of costs and expenses, etc..

5.2. Owners shall immediately comply with any request by the Association for additional information relating to an improvement prior to the Committee's approval of a request and/or prior to the completion of an improvement. Failure to comply with such a request within thirty (30) days by an Owner may result in the withdrawal of DRPC approval, if previously granted.

5.3. DRPC approval does not constitute approval of the County building, planning or health departments, or ensure sufficient drainage, structural soundness, etc..

5.4. Owners shall notify the DRPC upon completion of the approved improvements' installation or construction.

5.5. Upon completion of an improvement, Owners authorize the DRPC or its representative(s) to enter onto the Lot for exterior inspection.

5.6. Failure of an Owner to notify the Committee of completion of an approved improvement, or refusal to allow inspection, may result in the withdrawal of the Committee's approval.

5.7. If construction or live tree clearing or any other actions by Owners which require approval by the DRPC are observed or reported, but which have not received any DRPC approvals or have not been registered, the DRPC or its administrator shall:

5.7.1. Notify the owner of the breach and the need to make an application; and/or

5.7.2. Notify the Association's manager and the Board of the breach requesting enforcement pursuant to the Governing Documents.

5.8. General DRPC Powers and Procedures from the Declaration, Article 6:

5.8.1. Variances. Pursuant to Section 6.12 of the Declaration, the DRPC may grant reasonable variances or adjustments from any conditions and restrictions imposed by the Declaration in order to overcome practical difficulties, impractical fees, or unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Declaration or in these Guidelines: provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instances such variance or adjustment will not be materially detrimental or injurious to other property or improvements within the Community. Variances granted by the DRPC are provided to the current Lot Owner and carry forward to successive Owners.

5.9. Failure of an Owner to commence construction of the project within the time frame approved shall subject the Owner to possible withdrawal of the approval.

5.10. If the improvement as built does not conform to the DRPC's approval, the approval may be withdrawn, subject to the notice and hearing requirements of the Association's enforcement policy(ies), and/or the Association may direct the Owner, in writing to, at their own expense and cost, promptly bring the improvement into compliance with the submitted and approved plans and specifications

5.11. In the event that the Board withdraws approval for any reason(s), and upon written request from the Association, the Owner, at his or her expense and cost, shall promptly restore the Lot to substantially the same condition as it existed prior to commencement of the improvement's installation or construction, and such withdrawal will be deemed to toll the statute of limitations as it pertains to the improvement until such time as the Lot is brought into compliance.

5.12. In addition to all other rights and remedies that the Association may have at law, or in equity, violations of Declaration Article 6 and/or the DRPC Regulations promulgated thereunder are subject to the following remedies after following the notice, hearing and other applicable enforcement policies and procedures of the Association:

5.12.1. Full or partial forfeiture of the Owner's performance guarantee deposit;

5.12.2. Revocation/withdrawal of project approvals; and/or

5.12.3. Damages and costs and expenses incurred by the Association, including reasonable attorneys' fees, in undertaking enforcement, repairs or other corrective measures. These remedies are cumulative.

5.13. In cases of violations, DRPC may attempt to negotiate a solution with the Owner. If a solution is not negotiated voluntarily and/or if non-compliance issues persist, the DRPC Chair or its administrator shall inform the Board and Association manager of all pertinent details and the Board shall pursue the matter in accordance with the Association's enforcement policy.

5.14. The DRPC shall give Owners prior written notice of violations and provide them with an opportunity for a hearing at a monthly DRPC meeting.

5.15. An Owner whose plans have been denied or conditionally approved, notified of a violation, or who is denied return of their performance guarantee deposit, may appeal as set forth in Section 2.9 above.

6. DRPC OPERATIONS, JOB DESCRIPTIONS, MEETING PROCEDURES

6.1. Establishment of the DRPC is addressed in Article 6 of the Declaration.

6.2. The DRPC shall be composed of a minimum of three (3) members appointed by the Board. The Board shall have the authority to appoint up to two (2) alternate Committee members, who will serve in case of tie votes or where a DRPC member must recuse him or herself due to a conflict of interest or absence. The Board shall have the authority to remove any members of the DRPC, and any vacancies shall be filled by appointment by the Board. The DRPC shall select or elect its own chairperson and vice chairperson from among its members. The chairperson, or in his or her absence, the vice chairperson, shall be the presiding officer of its meetings.

- 6.3. Liability of the DRPC as provided for via the Declarations of the Association: The Association, the DRPC and its members, the Board and its members, as well as any representative of the Association, such as the DRPC Administrator or any architect or agent of the Association, shall not be liable for damages to any person submitting requests for DRPC approval or for any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction under these Regulations or the Declaration.
- 6.4. Neither the Board nor the DRPC or any other representative of the Association shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental regulations and requirements.
- 6.5. Record Keeping: The Association shall maintain records of the DRPC's meeting minutes and decisions as required by CRS 38-33.3-117. The DRPC shall keep application materials for three (3) years. Owners are encouraged to preserve records of applications, approvals, and variances granted by the DRPC.
- 6.6. CHAIR. The DRPC shall appoint a Chair, Chair shall act as presiding officer for DRPC meetings and shall supervise the DRPC Administrator
- 6.6.1. The Chair is appointed by the DRPC members every January, similar to how the officers of the Board are appointed by the Board members.
- 6.6.2. The Chair will moderate the DRPC meetings of the DRPC or assign someone else to run them if the Chair cannot attend. In any case, the Chair may ask the DRPC administrator to moderate one or more meetings.
- 6.6.3. The Chair can delegate certain tasks to other DRPC members as the lead liaison for the DRPC.
- 6.6.4. The Chair may be appointed to be a liaison responsible for certain other tasks.
- 6.6.5. The Chair or another designated representative of the DRPC, such as its administrator, shall give a short report at Board meetings.

6.7. Each DRPC member shall obtain or be given all of the following documents pertaining to the DRPC:

6.7.1. The DRPC Regulations and Guidelines;

6.7.2. Article 6 of the Declaration which describes and empowers the DRPC; and

6.7.3. The Contract between the Association and the DRPC's administrator.

6.8. DRPC MEMBERS. Each DRPC member shall:

6.8.1. Read and obtain a decent working knowledge of the pertinent DRPC documents noted in Section 6.7 above;

6.8.2. Attend at least one DRPC meeting per quarter each year;

6.8.3. Accept certain areas of responsibility as a liaison to the DRPC; and

6.8.4. Attend HOA Board meetings if asked by Chair.

6.9. DRPC MEETINGS.

6.9.1. The DRPC shall schedule monthly meetings which may be canceled if no new business or applications are pending to be discussed, but at least one DRPC meeting shall occur every quarter, whether in person or by virtual electronic meeting. The agendas and minutes of DRPC meetings shall be posted to the Website.

6.9.2. Owner project applications, project status updates, and violations and remedies shall be reviewed and discussed at the DRPC meetings.

6.10. DRPC ADMINISTRATOR. The DRPC, through committee member liaisons who shall be appointed by the Chair or by consensus of the members shall manage the work of the DRPC Administrator including the following:


- 6.10.1. Every year, in coordination with the Association's budget approval process for the following year, the DRPC shall review the performance of the DRPC Administrator and recommend to the Board whether to renew the DRPC administrator's contract for the following year with or without revisions;
- 6.10.2. Evaluate the DRPC Administrator's field work;
- 6.10.3. Evaluate the DRPC accounts in conjunction with the Association's bookkeeper;
- 6.10.4. Ensure that the DRPC administrator follows all protocols that need to be followed after DRPC approval including but not limited to:
 - 6.10.4.1. Accounting for all DRPC related fees and collections, communicating with Association's management/accounting service.
 - 6.10.4.2. Assuring Community projects are conducted by Owners and contractors in accordance with these Regulations, the Declaration and the terms of the applicable DRPC approval.
- 6.11. Annually review and recommend for Board approval any necessary revisions to the DRPC Guidelines and Regulations, including but not limited to changes in application forms, fees and review procedures.
- 6.12. DRPC Administrator Duties:
 - 6.12.1. Office Duties:
 - 6.12.1.1. Receive and review applications for completeness before scheduling them for DRPC review and assist applicants with making applications correctly;
 - 6.12.1.2. Act as the field liaison for the DRPC relaying, and respond to communications from DRPC members, Owners, DRPC consultants and others;
 - 6.12.1.3. Maintain DRPC application materials and files, and create monthly activity reports;

- 6.12.1.4. Track status of DRPC applications to include in the monthly report;
 - 6.12.1.5. Coordinate DRPC meetings and follow-up;
 - 6.12.1.6. Track actions of DRPC concerning status of applications and approvals;
 - 6.12.1.7. Report on DRPC activity to the Board and Association manager:
 - 6.12.1.8. Coordinate with the Association's bookkeeping entity to oversee the DRPC accounts – receive and deposit fees, performance guarantee deposits, fines:
 - 6.12.1.9. Maintain and update DRPC Regulations and DRPC pages on the Website; and
 - 6.12.1.10. Coordinate with the Association's Facilities Manager and Association administrator/management company for mutual support and assistance for Association needs and priorities.
- 6.12.2. Field Duties:
- 6.12.2.1. Make regular neighborhood drives bi-weekly, monthly and as needed to visit project sites;
 - 6.12.2.2. Meet with Owners and contractors of ongoing projects to ensure their projects are in compliance with the Regulations and with their approvals and that impacts to neighbors are minimized;
 - 6.12.2.3. If any conditions exist contrary to approvals or regulations, work with Owners and contractors to resolve the non-compliant condition; and
 - 6.12.2.4. Periodically make a casual tour of Community to observe conditions from the road to identify Lots with any non-compliant issues concerning any DRPC Regulations, implement action appropriate to any non-compliant situations.

The foregoing DESIGN REVIEW AND PROPERTY COMMITTEE DESIGN GUIDELINES AND REGULATIONS by the Board of Directors of the Telluride Ski Ranches Association, Inc. at its December 18, 2023 meeting.

Telluride Ski Ranches Association, Inc.

By: _____


Fran Berg, President