



THE MASTERS AT COPPER CREEK®

Design Guidelines

March 1995

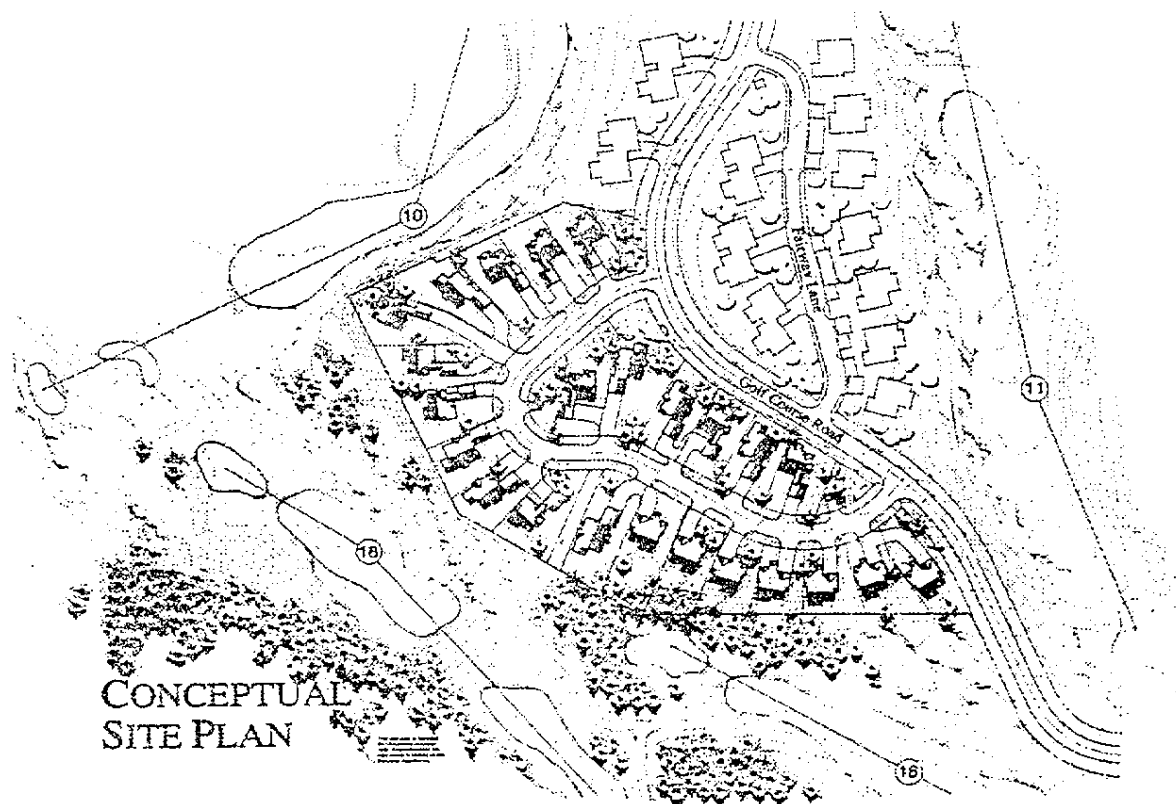


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I. Introduction

A. Granting Clause

Copper Mountain Inc., a Delaware Corporation (the "Grantor") is the owner of certain real property in Summit County, Colorado, referred to as "The Masters at Copper Creek" (the "Masters"), more particularly described as Lot 6, Copper Mountain Filing No. 5, on the Amended Plat of The Masters at Copper Creek (the "Plat"). Grantor has recorded certain Covenants, conditions, easements, and restrictions (the "Covenants") against the Masters. The Covenants state that all improvements to be placed on such property must be constructed in accordance with these design guidelines (the "Guidelines"), which shall bind and restrict all owners of tracts, blocks, and Lots in the Masters. These Guidelines are for the protection and mutual benefit of itself and other persons acquiring interests in the Masters.

B. Definitions

Any capitalized terms used herein which are not otherwise defined, shall have the meaning given to those terms in the Covenants.

1. Unit or Lot

The physical portion of the common interest community which is designated for separate ownership or occupancy, the boundaries of which are as described on the Plat. Unit or Lot may refer to land identified on the Plat, an improvement on such land, or both the land and the improvement.

2. Residence

The dwelling constructed on the real property identified as a Unit or Lot on the Plat. All Residences at the Masters shall be single family Residences and have a minimum living area of 2800 sf.

3. Improvement

Any development, addition, modification, renovation, construction, or landscaping of any kind to a Unit or Lot.

4. Adjacent Amenities

Alpine/ Nordic Skiing, Golfing, and other resort recreational activities occurring immediately around the perimeter of the Masters.

5. Committee

The Copper Mountain Planning and Architectural Control Committee.

6. Grantee

The purchaser or representative of the purchaser of a Unit(s) or Lot(s) at the Masters.

7. Association

The homeowners Association for the Masters.

8. Common Elements

All real estate owned by the Association, for the common use and enjoyment of the Grantees.

9. Adjacent Properties

Any real property outside of the platted area of the Masters.

10. Property Line

Any boundary line of any of the individual Units or Lots making up the Masters.

11. Over-Lot Grading

Leveling of the ground to provide the best overall site development and building platforms within the Masters.

12. Outdoor Use Areas

The area of land within a Unit or Lot immediately outside of the Residence which is primarily used for outdoor activities (i.e. patios, gardens, and/or landscaped areas used for entertaining, and leisure activities).

13. Certificate of Occupancy

The official document on file with the County which has the date of substantial completion and permits occupancy of the Residence.

14. Average Grade

The finished ground level at the midpoint of each of the four principal elevations of a Residence.

15. Copper Mountain Resort Design Criteria and Standards

Those certain design and architectural guidelines for Copper Mountain Resort executed by the Grantor and recorded in the real estate records in Summit County, Colorado.

16. Copper Mountain Resort Covenants

Those certain Covenants, conditions, restrictions, and easements for Copper Mountain Resort executed by the Grantor and recorded in the real estate records in Summit County, Colorado.

C. Intent of Design Guidelines

The Guidelines are the conditions for approval of any Improvement to be placed on a Unit or Lot at the Masters. The intent of the Guidelines are to insure that any Improvement and activity within the Masters is designed and constructed to:

1. protect, enhance, and blend with the natural surroundings
2. be an improvement of the highest quality
3. be functional in a "high country environment"
4. maximize the views without infringing upon others
5. compliment the Adjacent Properties
6. enhance land values
7. not infringe on any of the Adjacent Amenities
8. comply with federal, state, and local statutes, rules and ordinances

D. Relationship to Other Documents

This document shall establish design guidelines to be used for the Masters in conjunction with and in addition to those restrictions described in the Homeowners Documents, the Master Covenants, the Copper Mountain Resort Covenants, and the Copper Mountain Resort Design Criteria and Standards. In the case of any conflicts between the provisions of any such documents, the Guidelines shall prevail.

E. Right of Committee

The Committee may waive, modify, or alter the Guidelines for cause from time to time. A copy of the current form of these Guidelines shall always be available from the Committee and shall always be distributed in a timely manner to all Grantees.

F. Liability

Neither the Grantor, the Committee, or any individual Committee member shall be liable for any decision made or action taken concerning approval, disapproval and/or recommendations on a submittal. Approval of a submittal does not exclude the Grantee from compliance with any of the federal, state, and local statutes, rules, and ordinances.

G. Enforcement

(a) Each provision of the Guidelines with respect to actions to be taken by the Committee shall be enforceable by the Grantor or by the Grantee in the manner set forth in Section 15.4 of the Covenants or, in the discretion of the Committee, for so long as any Grantee fails to comply with any such provisions, by resorting to the provisions of subparagraph (b) hereof.

(b) If any Grantee or person claiming through or under Grantee shall violate, breach or otherwise fail to comply with any term or provision of the Guidelines, Grantor either directly or through the Committee shall give the Grantee written notice of such violation, breach or non-compliance by registered or certified mail to Grantee's last known address. If the Grantee shall fail within five days after deposit of such notice in the mail to correct the violation described therein, Grantor and its authorized agents shall have the right to enter Grantee's premises and take whatever reasonable corrective action they consider appropriate. Grantee shall reimburse the Grantor for any expenses incurred by it under the provisions of this subparagraph and the Grantor shall have a lien on the Unit or Lot for the amount of any expenses incurred.

(c) If the court proceedings are instituted in connection with the rights of enforcement and remedies provided in the Guidelines, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorney's fees.

H. Governing Entities

1. Design Review Board (the "DRB")

The DRB is appointed by the Association and shall review any proposed Improvement for general compliance with the Guidelines prior to the submittal for Final Design Approval with the Committee.

2. Copper Mountain Planning and Architectural Control Committee (the "Committee")

The Committee shall consist of at least three members designated by the Grantor, its successors and assigns to review, study and approve or reject proposed Improvements within the Masters. The Committee shall have power to enforce the provisions of the Guidelines, to make such rules and regulations and adopt such procedures as it may deem appropriate to govern its proceedings and affect its function.

3. Copper Mountain Special Districts

These districts review any Improvement that will require the following services within the Masters.

- a. Water and Sewer - Copper Mountain Water and Sanitation District
- b. Fire, Public Safety, and Television - Copper Mountain Metropolitan District

4. Summit County (the “County”)

The County is the local government which establishes and enforces federal, state, and local statutes, rules and ordinances for any Improvement or development in the Masters. The County must review and has final approval of any Improvement to be completed in the Masters.

II. Design Guidelines

A. Site Development

1. Setbacks / Building Envelopes

Every Residence must be built within the Building Envelope designated for each Unit or Lot on the Plat. These Building Envelopes are a designated portion of each Unit or Lot which were designed to:

- a. meet the County setback requirements:
 - minimum of 15 feet from Masters Drive right-of-way
 - minimum of 10 feet from Golf Course Drive right-of-way
- b. insure separation of Residences
- c. avoid any existing easements
- d. provide maximum views
- e. compliment and not interfere with Adjacent Amenities

2. Easements

Outside of the Building Envelopes there may be easements which have restrictive uses. The Plat illustrates the locations of the following easements:

- a. 50' Private Road and Utility Easement
- b. Utility Easement
- c. Water Line Easement
- d. Road Maintenance and Utility Easement
- e. Unplatted Golf Easement
- f. Cart Path Easement
- g. Drainage and Pedestrian Easement
- h. Gas Line and 16th Green Easement

3. Drainage

a. The Masters Drainage Plan

This plan has been designed to accommodate surface drainage at the Masters. Final grading plans within a Unit or Lot shall be consistent and compatible with this plan. Final grading plans must create positive drainage away from Residences and adjacent Units or Lots, Properties, and Amenities.

6. Lot Access and Driveways

Driveway access is permitted only from Masters Drive to each Lot. No driveway access is permitted from Golf Course Drive. Any driveway that cannot maintain a 30 foot curve return separation at Masters Drive shall be combined with the adjacent driveway at this location. Gravel or unpaved driveways are not permitted.

7. Parking

Off-street parking and two car garages are required at the Masters. Vehicles parked on each Unit or Lot must not be abandoned or non-functional and are required to be in the garage or on the driveway. The number of spaces for each Lot is set by the County and determined by the area of the Residence on each Unit or Lot.

8. Temporary Structures

No trailers, mobile homes, shacks, manufactured storage sheds, tents, or other enclosure which might be considered a temporary structure shall be permitted without written consent from the DRB and the Committee.

B. Landscape Architecture

Per the terms of the Association Regulations all exterior landscape areas shall be maintained by the Association. These Guidelines are intended to ensure a consistency and compatibility of landscaping for each Lot.

1. Fences and Walls

Fences are not permitted. Walls that are permitted must be used for retaining purposes only. All walls must be designed as an extension of buildings or relate to the building form. The height of walls are restricted to four feet measured from the average bottom finished grade and shall not interfere with any of the Adjacent Amenities or the Masters Drainage Plan. Wall materials must be approved by the Committee.

2. Exterior Lighting

Lighting for patios, walks, driveways, and address signs are permitted within Building Envelopes on each Unit or Lot. This lighting shall be incandescent, not cause glare, or be obtrusive to any of the Adjacent Units or Lots, Properties, or Amenities and illuminate only the immediate area. Lighting for holiday decoration is permitted but shall comply with the Copper Mountain Resort Design Criteria and Standards.

3. Mailboxes and Signs

Individual mailboxes are not permitted. An address sign is required for each Residence. The characters must be at least 5 inches tall.

4. Outdoor Trash and Storage Areas

Individual Unit or Lot outdoor trash areas are not permitted. Secondary storage structures other than the Residence are not permitted. All storage must be confined within the Residence and not be visible from off the Unit or Lot.

5. Decks and Patios

Decks and patios are permitted within the Building Envelope. Decks must be designed as an extension of the Residence and relate to building form and materials.

6. Planting

The objective of the planting scheme is to blend the Residences into the natural surroundings, create comfortable Outdoor Use Areas, and to create a consistency with the Adjacent Units or Lots and Properties.

- Aspen, Coniferous trees, and other indigenous plantings are recommended as a means of blending Residences into the natural surroundings and creating comfortable Outdoor Use Areas.
- Areas outside of Outdoor Use Areas and not in Front Yards shall be designed and installed to blend with the surrounding landscape.
- All Front Yards and un-paved Outdoor Use Areas which are not planted with other ground covers shall be planted with a bluegrass sod to create a consistency with adjacent Units or Lots and properties.
- Landscaping requiring irrigation shall be kept at least five feet from the building walls to prevent disturbance of the building foundation.

7. Irrigation

The Association will operate and maintain the irrigation system for each Unit or Lot . To insure consistency of design and ease of maintenance, the following design specifications must be used:

Sprinkler systems shall be specified as follows:

- a. sprinkler heads shall be gear driven Hunter PGP, on swing pipe
- b. Rainbird 1804 pop-up
- c. Greenlawn micro spray in planter areas
- d. 1" and 3/4" polyethylene pipe #80
- e. Hardie 700 valves
- f. Time clock: Rainbird ESP-6.

The maximum number of irrigation zones per Unit or Lot is four.

Time clocks shall be mounted at an exterior location which is readily accessible by the property manager in order to operate/ adjust the system controls.

8. Maintenance

Exterior maintenance shall be provided by the Association in accordance with the Association Documents.

9. Landscape Completion

Landscaping shall be completed 12 months from the date listed on the Certificate of Occupancy.

C. Architecture

All buildings shall be designed by a design professional with experience building in the "high country environment." The architecture shall be designed to reflect the Rocky Mountain vernacular and compliment the existing architecture of Adjacent Properties. No "theme" designs such as Tyrolean or Tudor shall be permitted.

1. Exterior Wall and Trim Materials

- a. materials permitted are stucco, natural wood siding, stone, or others approved by the Committee
- b. materials prohibited are plywood siding, metal, concrete, concrete block, brick, and logs
- c. a minimum of 50% of the external wall area (excluding windows and doors) shall have a stucco facade

2. Exterior Wall and Trim Colors

Base colors shall be earth tones. Bright colors are not permitted as base colors but can be used as an accent to earth tones

3. Roofs

- a. materials permitted are asphalt shingles, wood shakes, concrete tiles, and metal or others approved by the Committee.
- b. materials prohibited are terra-cotta and built-up.
- c. minimum roof pitch shall be 6:12
- d. colors shall be earth tones

4. Garages

Two car garages are required. If the Residence cannot be set back at least 25' from the Masters Drive right-of-way, garages must be situated to allow for side entry.

5. Fireplaces

All fireplaces shall comply with Summit County Development Codes. Gas fireplaces are encouraged.

6. Height Requirements

Residences shall not exceed the height of 35'. This height is determined to be the vertical distance between the Average Grade of a Lot and the highest point of a Residence.

III. Approval Process

A. Process

This process includes evaluation of all of the criteria listed in the Guidelines as Criteria and Standards, as well as any pertinent information from the Copper Mountain Resort Design Guidelines and Covenants. Final approval from the County is achieved by first receiving approval from the Committee, the DRB, and finally the County.

The process begins with the Pre-Application Conference with the Committee. This conference is not mandatory, but is recommended to discuss general plans and schedule for the approval process. This schedule can be changed if notice in writing is given at least 10 days in advance by either party.

The Grantee may submit a proposal to the Committee for Preliminary Design Approval at any time. All submittals for all reviews must be delivered to the Committee for review 10 days prior to each scheduled meeting time. The Grantee is required to attend the Preliminary Design Review Meeting and the Final Design Review Meeting.

Within 7 days of the completion of the Preliminary Design Review Meeting, the Committee shall approve, disapprove, or approve with conditions the submittal in writing. If the submittal has been disapproved, the Grantee may re-schedule another meeting and re-submit their submittal for Preliminary Design Approval. If the plan has been approved or approved with conditions, the Grantee may submit a proposal for Final Design Approval after all conditions are addressed.

Prior to submitting for Final Design Approval, the Grantee must review the submittal with the DRB for general compliance with the Guidelines. If the submittal generally complies and is approved by the DRB, the Grantee may submit a proposal to the Committee for Final Design Approval. Within 7 days of the completion of the Final Design Review Meeting, the Committee shall approve, disapprove, or approve with conditions the submittal in writing. If the plan has been disapproved, the Grantee may re-schedule another meeting and re-submit a proposal for Final Design Review Approval. If the plan has been approved or approved with conditions, the applicant may apply for the appropriate permits with the County after all conditions are addressed.

B. Pre-Application Conference

Prior to submitting for Preliminary Design Approval, an informal meeting between the Grantee and the Committee is recommended. The following items should be addressed during this conference:

1. the design objectives for the Residence and the Unit or Lot
2. natural characteristics and specifics of the Unit or Lot
3. technical questions about the approval process
4. approval process schedule

C. Preliminary Design Review

The purpose of this review is to gain Preliminary Design Approval of the submittal from the Committee. This review shall occur when the design is approximately one third complete to allow the most flexibility in altering the design while still having enough content to review. Five copies of the following are required in the submittal:

1. existing improvements survey (1"=10')
 - a. contours (1' interval)
 - b. vegetation
 - c. Unit or Lot boundaries, easements, setbacks, Building Envelope
2. proposed improvements plan (1"=10')
 - a. same information from existing Improvements plan
 - b. location of Residence
 - c. site Improvements
 - walks
 - patios and decks
 - driveways
 - preliminary drainage scheme
3. floor plans of Residence (1"=8')
4. elevations of all sides of Residence (1"=8')

H. Dust, Noise, Odor, and Erosion Control

Every effort shall be made to control dust, noise, odor, and erosion of soils from leaving the Unit or Lot. Loud radios are not permitted as a part of the construction operation.

I. Fire Protection/ Safety

All Units or Lots under construction shall have at least one working dry chemical fire extinguisher and radio or telephone. This fire extinguisher and radio/telephone shall be located in a visible central location.

J. Consideration of Adjacent Lots, Properties, and Amenities

All construction procedures shall be considerate to Adjacent Units or Lots, Properties, and Amenities. No work or activity that might interfere with Adjacent Amenities shall be permitted without written approval from Copper Mountain Resort or applicable party. No pets shall be permitted on the Unit or Lot during the time of construction.

K. Construction Schedule Limitations

18 months are permitted for construction which commences at the time of issuance of the building permit to the filing of the Certificate of Occupancy.