

## ARCHITECTURAL CONTROL COMMITTEE

1.1 Architectural Control Approval. No building, fence, wall, grading, drainage, outside lighting, sign or other structure or improvement shall be commenced, erected or maintained upon the Property (including the Common Area), nor shall any exterior addition to or change or alteration (including without limitation painting, landscaping, grading, drainage, irrigation systems, fences, trash receptacles) be made until plans and specifications showing the nature, kind, shape, height, materials, location and other relevant information of the same have been submitted to and approved in writing by the ACC as being in harmony with external design and location in relation to surrounding structures, topography and other matters specified in this document; except, Declarant and any successor Declarant shall not be required to attain ACC approval, so long as Declarant in fact complies with the construction and design guidelines here in.

1.2 Procedures. The ACC shall approve or disapprove all requests for architectural control approval within five (5) calendar days after the submission of two (2) complete copies of all plans, specifications and other materials that the ACC may require in conjunction with the application. The five (5) day approval period shall commence on the first day of the month following submission. If the ACC fails to approve or disapprove an application in writing within the five (5) day period, the application will be deemed to have been approved if it otherwise complies with the construction and design guidelines in Section 2 of this document. The ACC shall exercise its reasonable judgment to the end that all attachments, improvements, construction, landscaping and alterations to structures, other improvements and property, within the Property, conform to and harmonize with the existing surroundings, Residences, landscaping and structures. In its review of such plans, specifications and other materials and information, the ACC may require that the applicant(s) pay the ACC a processing fee for the actual expenses incurred by the ACC in the review and approval process. Such amounts, if any, may be levied as part of the Regular Assessment against the Lot for which the request for ACC approval was made and, as such, shall be subject to the Association's lien for assessments and subject to all other rights of the Association for the collection thereof, as more fully provided in this Declaration. Notwithstanding the foregoing, only the Association shall have the right to materially alter or modify the original fencing, landscaping or grading installed by Declarant within any Common Area; provided, however, that the foregoing prohibition shall not prevent the repair and maintenance of the same.

1.3 Vote and Appeal. A majority vote of the ACC is required to approve a request for architectural approval pursuant to this document.

1.4 Records. The ACC shall maintain written records of all applications submitted to it and all actions taken by it thereon, and such records shall be available to Members for inspection at reasonable hours of the business day.

1.5 Variance. The ACC may grant reasonable variances or adjustments from any condition or restriction imposed by Architectural Control Guidelines in order to overcome practical difficulties or prevent unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this document. Variances or adjustments shall be granted only when they shall not be materially detrimental or injurious to the other Lots or

the Subdivision or the general intent and purpose of this Declaration. The grant or denial of a variance request shall not affect in any way any of the terms and provisions of this Declaration covered by the variance and shall not serve as a basis for subsequent variances with respect to any other request. The grant of any variance shall not affect in any way the Association's or Owner's obligation to comply with the requirements of the Planned Development, the City of Grand Junction Zoning and Development Code, and other applicable governmental laws or regulations.

1.6 Approval or Consent not a Waiver. The approval or consent of the ACC to any application for architectural approval shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent by the ACC as to any other application submitted for approval or consent under this document.

1.7 Time of Construction. Approved projects must be completed within twelve (12) months after issuance of a building permit or within twelve (12) months after approval by the ACC if no building permit is required. If the work is not completed within the prescribed time, the ACC may rescind its approval and re-submission will be required. The ACC may grant an extension for good cause.

1.8 Composition of the ACC. The ACC shall consist of three (3) or more persons appointed by the Board of Directors of the Association. Until such time of the conveyance of 100% of the lots to Homeowners, the ACC will be comprised of the Developer, GVH III, LLC, its Managers and Administrative Assistant.

1.9 No Liability. None of Declarant, the Association, or the ACC or its members shall be liable in damages to anyone submitting plans or specifications for approval under this Declaration arising out of or in connection with any action, failure to act, approval, disapproval or failure to approve or disapprove any matter within its jurisdiction under this Declaration. Any Owner submitting or causing to be submitted any plans or specifications agrees and covenants on behalf of such Owner and such Owner's heirs, successors, legal representatives and assigns that they will not bring any such action or suit at law or in equity against Declarant, the Association, the ACC, or any of the members of those entities. Notwithstanding any other provisions in this Section, decisions concerning the approval or denial of an Owner's application for architectural or landscaping changes shall not be made arbitrarily or capriciously.

1.10 Notice of Noncompliance or Non-completion. Notwithstanding anything to the contrary contained in this Declaration, after the expiration of one year from the date of completion of construction of any improvements within the Property, such improvements shall, relative to purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all the provisions in this document, unless actual notice of such noncompliance and non-completion, executed by the ACC or its designated representatives, shall appear of record in the real property records of Mesa County, Colorado, or unless legal proceedings shall have been instituted to enforce compliance or completion.

1.11 Rules and Regulations. The ACC may, from time to time in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions of this document.

1.12 Appointment and Designation. The ACC may, from time to time, by the vote or written consent of a majority of its members, delegate some or all of its rights or responsibilities under this Declaration to one or more duly licensed architects or other qualified persons who shall have full authority to act on behalf of the ACC in all matters delegated.

1.13 Inspection. During initial construction, remodeling, repair or other work on a Lot or to a Residence requiring ACC approval, any member or agent of the ACC may from time to time at any reasonable hour or hours and upon reasonable prior notice enter and inspect any Lot or Residence within the Subdivision to determine whether the Residence or Lot's improvement complies with the provisions of this Declaration.

1.14 General Provisions. The members of the ACC shall not be entitled to any compensation for services performed under this document. The powers and duties of the ACC shall cease and terminate upon the termination of this Declaration.

### **CONSTRUCTION AND DESIGN GUIDELINES; USE RESTRICTIONS**

2.1 Building Location and Lot Grade. The Grand View Hollow III (GVH III) Plat and the Grand View Hollow III (GVH III) Grading Plan, as they are approved by the City of Grand Junction, are hereby incorporated into these CONSTRUCTION AND DESIGN GUIDELINES. No building shall be located nearer to the front lot line, rear lot line, or interior lot line of a Lot than permitted by the City of Grand Junction Zoning Code. Eaves, steps and uncovered porches shall not be considered a part of the building; provided, however, that this provision shall not be construed to permit any portion of a building on a Lot to encroach onto another Lot or Easement. At all times the finished Lot Grade shall be in compliance with the GVH III Grading Plan.

2.2 New Construction: No Temporary or Prefabricated Structures. All construction within the Subdivision shall be new construction. No trailer, basement, tent, shack, garage, barn, outbuilding or temporary structure shall be used as a Residence on any Lot. All Residences, garages and outbuildings constructed on the Property shall be of high quality design, construction, workmanship and materials; in particular, no structure may be of a type known as "prebuilt," "precut," "modular," "manufactured" or "mobile home," regardless of its quality.

2.3 Dwelling Size and Height. A Residence shall be 1 or 2 stories in height. Specifically meaning that one story of heated, cooled or finished living or storage space may be constructed above any portion of the ground floor of the Residence. The maximum height of a Residence, measured from the top of foundation for each lot shall not exceed twenty-five (25) feet for a one story Residence and thirty-five (35) feet for a two story Residence. Basements are permitted. Residences shall consist of at least 1,900 square feet of heated living area (excluding any basement, garage, open or enclosed patios and decks, attics and unheated storage areas); provided, however, that a two (2) story Residence shall consist of a minimum of 1,400 square feet on the ground floor and 1,900 square feet total. There shall be a minimum of a two car garage.

2.4 Building Plans, Materials and Colors. All plans, specifications and color selections for all Residences, buildings, outbuildings, additions and improvements must be

submitted to the ACC for review and approval. The exteriors of all buildings shall be constructed of stone, brick, architectural metal or stucco; provided, however, that not less than 100 square feet of the front facade of each Residence shall be constructed of stone or brick, in addition to stucco or architectural metal. Exterior color selections shall blend into the surrounding landscape and terrain. Bright or highly visible colors will be discouraged while local terrain natural colors will be encouraged.

The ACC also shall encourage the creative, innovative and harmonious use of styles, materials and colors in order to minimize the "architectural sameness" on the Property. Notwithstanding the above, the ACC may grant a variance and the ACC will have final approval.

2.5 Roofs. Roofs on all Residences, outbuildings and accessory structures shall be constructed of architectural asphalt shingles rated not less than thirty (30) years or other materials acceptable to the ACC. Permitted colors shall include only moderate hues approved by the ACC in its discretion. Roofs of less than a 5/12 pitch are not permitted without the prior approval of the ACC

2.6 Windows. Windows shall be of a design and color complementary to the exterior of the Residence. Window frames of mill finished aluminum are not permitted.

2.7 Driveways. Driveways shall be concrete.

2.8 Outbuildings and Accessory Structures. One outbuilding or accessory structure no greater than 750 square feet in size by outside measurement, and no greater than twenty (25) feet in height, may be permitted on each Lot if its design, construction and materials are comparable to that of the Residence on the same Lot and it is screened by fencing from any street. All outbuildings and accessory structures are subject to ACC approval.

2.9 Landscaping and Irrigation Plans. All landscaping must be in compliance with the Plat and the Grading Plan of GVH III. All front yard landscaping and any other landscaping visible from any street shall compliment the residential character of the Subdivision. The landscaping and irrigation plans must be submitted to the ACC for approval within four (4) months after the purchase of a new or non-landscaped Residence, or thirty (30) days before landscaping is to be installed, whichever is first. Landscaping shall be completed and ready for a walkthrough inspection by the ACC within six (6) months after the ACC's approval of the landscaping plan. In the event that weather will not permit the planting of plants, shrubs and grass within these time frames, the ACC may grant an extension of thirty (30) days after the planting season begins in the spring following the ACC's approval of the landscaping plan. The ACC shall determine, in its sole discretion, when the planting season has begun each year based on the weather conditions for that year. In the event that a lot has special constraints, notification to the ACC of the constraints and proposed variances requested shall be put in writing and or drawings and submitted within six (6) months.

(a) Each Owner shall plant a minimum of one tree and ten (10) shrubs within the front yard setback area of their Lot as part of the landscaping of their Lot. Five (5) shrubs must be a minimum of one (1) gallon size and five (5) shrubs must be a minimum of five (5) gallon size, and the tree must be a minimum of fifteen (15) gallon size and of a type from an approved list of trees supplied by the ACC or approved individually by the ACC.

Xeriscaping is encouraged and is subject to the same approval by the ACC as required for other types of landscaping.

(b) Once landscaped, each Owner shall keep all landscaping on his or her Lot neatly trimmed, properly irrigated and cultivated, and free of trash, weeds and other unsightly materials at all times. Special care shall be taken to insure proper surface drainage to eliminate casual water pockets and so as not to infringe on neighboring property, Lots or Common Area.

(c) Any such tree that has to be removed shall be replaced within thirty (30) days after removal by another tree approved by the ACC that is on the City of Grand Junction approved tree list.

2.10 Yards. No rubbish, debris or other such accumulations of any kind shall be placed or permitted to accumulate or remain on any Lot. No clotheslines, dog runs or drying yards shall be located on any Lot so they are visible from a street.

2.11 Vacant Lots. All vacant Lots are subject to the maintenance requirements of this document, including the control and removal of noxious weeds in accordance with all rules, regulations and ordinances. Except as may otherwise be provided in this Declaration, no vacant Lot shall be used by an Owner or builder as a storage area for building materials, garbage or debris, except as reasonably necessary during the construction of a Residence or other approved structure on that Lot. Vacant lots should not be used to retain excavation dirt or other materials unless there is written approval from the owner of the vacant lot submitted to the ACC, and the storage of materials on the vacant lot should not be stored longer than one hundred and twenty (120) days.

2.12 Fences and Walls. No fence, wall or similar improvement, other than those described in this Section, shall be allowed anywhere on the Property. Any fence, wall or similar improvement may be installed only with the prior approval of the ACC and only in accordance with the following provisions.

(a) Privacy fences and walls may be erected only within the lot area of a residence, and only if constructed of stucco, treated wood post and rail or treated cedar; subject to ACC approval and code and permit requirements of the City of Grand Junction, the Plat and the Grading Plan of GVH III.

(b) Any RV's, trailers, campers, OHV's and trash cans must be screened from the street by a solid fence.

2.13 Restrictions Relating to Drainage. Nothing shall be done or permitted on any Lot that would block, divert or channelize the natural flow of drainage water across any Lot from adjacent Lots, as established by the original Subdivision grading, without specific approval from the ACC.