

Architectural Guidelines

Spanish Peaks
1, 2, 3, 4

SPANISH PEAKS PROPERTY OWNERS ASSOCIATION

Architectural Guidelines for the Entire Spanish Peaks Development
(Filing Nos. 1, 2, 3, and 4)

This SPANISH PEAKS PROPERTY OWNERS ASSOCIATION Architectural Guidelines for the Entire Spanish Peaks Development is dated as of November ~~12~~ 1997 ("Document").

The Spanish Peaks Property Owners Association, Inc., a Colorado nonprofit corporation (the "Association"), is the owner's association for the entire Spanish Peaks Development in Huerfano County, Colorado. The Association, through its Architectural Control Committee ("ACC"), and pursuant to the terms and conditions contained within each of the Covenants (defined below), adopt and make each "Lot" within the Spanish Peaks Development (as more fully described on Exhibit "A" attached hereto and incorporated herein by this reference) subject to the following architectural guidelines for all improvements to be made to any Lot within the Spanish Peaks Development following the date on which this Document is recorded in the real property records of Huerfano County, Colorado. Subject to the provisions of Article VI, this Document shall be binding upon each Lot within the Spanish Peaks Development. The following Declarations of protective Covenants which govern the indicated filings within the Spanish Peaks Development shall collectively constitute the "Covenants":

1. Declaration of Protective Covenants (Filing No. 1), dated December 29, 1964, recorded at Reception No. 227936 in Book 293, Page 116 of the real property records of Huerfano County, Colorado;
2. Declaration of Protective Covenants (Filing Nos. 2 and 3), dated August 1, 1969, and recorded in Book 316 at Page 126 of the real property records of Huerfano County, Colorado;
3. Declaration of Protective Covenants (Filing No. 4), recorded at Reception No. 246691 in Book 331 at Page 259 of the real property records of Huerfano County, Colorado;

The provisions contained in this Document are intended to clarify and provide more detail than is contained in the Covenants, and, therefore, the provisions contained herein are expressly subject to the terms and conditions contained in the applicable Lot Covenants. If a conflict exists between the terms of this Document and the applicable Covenants, the terms of the Covenants shall be deemed to control.

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I. APPROVAL REQUIRED

The primary purpose of the ACC for the Spanish Peaks Development is to ensure that the visual quality and appearance of all improvements, buildings, garages and other structures (collectively, "Structures") within the Spanish Peaks Development are consistent with the applicable Covenants as they may be amended from time to time. As such, the ACC must approve all plans and specifications for construction, modifications, and improvements to any Lot within the Spanish Peaks Development in writing prior to the commencement of any construction on any Lot within the Spanish Peaks Development or any external modification (including painting/staining) being made to an existing Structure, whether a home, garage or other accessory building. While prospective homeowners/builders' preferences will be given consideration regarding individual plans, the ACC must keep in mind the surrounding area and how the plan being submitted will affect the neighboring properties and the Spanish Peaks Development as a whole.

Written ACC approval of all plans and specifications is required before obtaining permits, i.e., building permit, septic permit, electric permit, water permit, or any other permits required by law.

II. DOCUMENTS TO BE SUBMITTED

The following documents must be submitted to the ACC before approval will be considered:

1. Written correspondence from the Lot owner or potential Lot owner to the ACC explaining the proposed improvements, including any major tree removal or changes to the terrain.
2. A plot plan showing the location of all existing and proposed improvements on the Lot, i.e., Structures, including driveway, water connection, septic system, propane tank, etc.
3. *TWO sets of "to-scale" architectural quality working drawings* for each Structure, i.e., house, garage, deck, etc. *These drawings should also include elevations.* Photographs, drawings or other specifications would also be helpful as additional submittal items, but not in substitution of architectural quality working drawings.
4. Names, brands and samples of planned exterior materials and colors for each Structure.
5. Other documents or information as reasonably requested by the ACC.
6. Payment of all of the fees described in Section 8 of this Document.

One of any of the above documents may be retained by the ACC for its sole use and disposal.



III. ARCHITECTURAL CONTROL COMMITTEE GUIDELINES

- 3.1 Improvement Standards. No Structure shall be erected within the Spanish Peaks Development except those which have been approved by the ACC. All dwellings constructed on a Lot must meet the designated minimum square footage for the Lot as indicated in the applicable Covenants. No garage may be used for residential purposes. All improvements and Structures constructed within the Spanish Peaks Development must comply with all Huerfano County, State of Colorado, and federal laws, rules and regulations, which may differ from or be in excess of the Covenants or the provisions contained in this Document. If a conflict exists among any such rules, regulations or provisions, the more restrictive provisions will apply.
- 3.2 Height. The Covenants currently specify that all dwellings are to be single story dwellings. The ACC has the authority to grant a variance to allow for a multi-story dwelling as provided in Article V of this Document, however, such a variance will only be granted when the proposed height does not in any way unduly obstruct or restrict the view from neighboring properties. Please also be aware that single story dwellings will be limited, absent a variance being granted, to fourteen feet (14') in height as measured as provided on **Exhibit "B"** attached hereto and incorporated herein by this reference.
- 3.3 One Dwelling. No more than one dwelling may be constructed on any Lot. No Lot may be subdivided into a smaller Lot. However, nothing herein shall prevent the erection and maintenance of a dwelling on a combination of Lots or portions of Lots provided that the plans for the dwelling and the Lot combination have been previously approved by the ACC and the applicable Lot lines have been vacated.
- 3.4 Modular and Mobile Homes. No modular homes will be allowed unless they (i) are previously approved in writing by the ACC regarding appearance, location on Lot, etc.; (ii) have a minimum roof pitch of 1:4; (iii) meet the Colorado State rules, regulations and codes for insulation, and attachment to a foundation; (iv) are placed on a permanent foundation; and (v) are taxed as real estate and not licensed as a trailer. Mobile Homes will not be permitted to be placed or parked on any Lot. Neither recreational vehicles nor travel trailers will be permitted to be used as permanent dwellings on any Lot. In addition, recreational vehicles and travel trailers may only be parked on a temporary basis on a Lot after the completion of construction of a dwelling thereon.
- 3.5 Completion of Construction. The exterior of all Structures must be completed within two (2) years after the commencement of construction except where such completion is impossible or would result in great hardship due to strikes, national emergency or natural calamities.



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- 3.6 Setbacks. The placement of all Structures on a Lot must comply with the setback requirements contained in the Covenants or, if more restrictive, those required by Huerfano County, Colorado.
- 3.7 Exterior Materials. All Structures must be built of materials suitable to the surroundings, which materials and colors must be previously approved by the ACC, whether in connection with initial construction or refurbishment. Exterior colors must be subdued or otherwise of a color which will allow the Structure to blend with the overall surroundings. All exposed raw concrete shall be painted to blend with the related Structure. If prefinished siding is to be used on a Structure, a sample must be submitted to the ACC with the applicable plans. Exterior materials and roofing shall be of materials and color suitable to the surroundings and are subject to the approval of the ACC.
- 3.8 Antennas. Plans for aerial antennas, satellite dishes or other similar device, other than FCC Protected Structures, as defined below, must be submitted to and approved by the ACC prior to installation. Notwithstanding the above, an antenna that is (i) designed to receive direct broadcast satellite service that is one meter or less in diameter, (ii) designed to receive video programming services via multiple distribution services that is one meter or less in diameter or diagonal measurement, or (iii) that is designed to receive television broadcast signals, as defined by the Federal Communications Commission or the Telecommunications Act of 1996 (collectively, "FCC Protected Structures"), shall be permitted so long as the means, method and location of such Fire Protected Structure comply with the rules adopted from time to time by the ACC. No unreasonable delay or unreasonable increase in the cost or installation or maintenance of an FCC Protected Structure shall be imposed by such rules, nor shall the rules prevent reception or otherwise make reception impossible for any Owner who shall seek to install an FCC Protected Structure, other than for health and safety reasons.
- 3.9 Pole Lights. Pole or post-mounted light fixtures shall not exceed 8 feet in height above ground surface. Lights in excess of 8 feet above the ground surface shall be affixed directly to the building and/or the structural projections of the building. Flag poles shall be unlit or bottom lighted.
- 3.10 Solar Panels. Any solar panel used must be incorporated into the design in a pleasing manner or if attached to a building may not block any view of any surrounding property owner. No unattached solar panels will be allowed unless approved by the ACC because of specific circumstances.
- 3.11 Fences, Walls and Hedges. Fences, walls and hedges shall be limited to 4'6" in height; wire fences of any type shall not be allowed. The ACC will consider variance requests for unique circumstances. Chain link fencing is acceptable.

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- 3.12 Maintenance. Every Lot owner shall keep his Lot clean, free of debris and orderly and refuse removal shall be conducted by the owner on a regular basis or by a licensed or bonded contract agent.

IV. ARCHITECTURAL CONTROL BY THE ACC

- 4.1 Approval Required. No Structure shall be commenced, erected, placed, moved onto a Lot, permitted to remain on any Lot or altered in any way so as to change materially its exterior appearance, except in accordance with plans, specifications and other information submitted to the ACC and approved by the ACC in writing not more than two years before start of the construction, alteration or installation. Matters which require the approval of the ACC include but are not limited to: the exterior appearance, material, color, height, location of each Structure, drive, walk, fence, grading of site and site lighting. In granting or withholding approval the ACC shall consider among other things: the guidelines contained in this Document, the adequacy of the materials for their intended use, the harmonization of the external appearance with the surroundings, the proper relation of the Structure to the environment and to surrounding uses, the degree, if any, to which the proposed Structure will cause intrusions of sound, light or other effect on neighboring Lots beyond those reasonably to be expected in the Spanish Peaks Development.
- 4.2 Submission. All plans, samples and other materials to be submitted to the ACC shall comply with the provisions of this Document.
- 4.3 Approval. A written statement of the approval or disapproval or other action signed by at least two (2) members of the ACC shall establish the action of the ACC as a group and shall protect any person relying on the statement. If the ACC does not execute and acknowledge such a statement within 45 days after delivery of all the required materials to each of the members of the ACC, the material so delivered shall stand disapproved for the purpose of the Covenants. The ACC will use reasonable efforts to outline its reasons for disapproval in a letter to the submitting party and, if applicable, an outline of an acceptable alternative. Notwithstanding the above, no failure of the ACC to send such an explanatory letter to the submitting party shall cause a submittal which has been disapproved by the ACC's failure to execute and acknowledge an approval statement within the time provided above to have such disapproval altered in any way as described on approval. If approved, one set of the working drawings will be returned to the Lot owner with the approval letter. The ACC shall be entitled to retain one copy of all approved plans as part of its files and records, but it shall have no obligation to maintain the same. If any changes to the exterior of a Structure are to be made to the plans after the plans have been approved by the ACC, new documents must be submitted for additional approval prior to the start of construction.


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4.4 Beyond ACC and Association Authority. The primary function of the ACC's review of plans is for the purpose of assuring the overall appearance and visual quality of the Spanish Peaks Development. The ACC does not assume responsibility for any of the following:

- (a) The structural adequacy, capacity or safety features of the proposed improved Structure.
- (b) Soil erosion, non compactible or unstable soil conditions.
- (c) Compliance with any or all building codes, zoning codes, safety requirements, governmental laws, regulations, or ordinances.
- (d) Performance or quality of work of any contractor.

4.5 Review Fees. An application fee for new construction must be submitted to the ACC along with the plot plans and drawings for the proposed improvements. The current application fee for new construction is \$100.00 and is subject to change by the unanimous approval of the ACC and a majority of the Association's Board of Directors. This fee is to be paid to the Spanish Peaks Property Owners Association.

If improvement commences before plans are approved by the ACC, a penalty fee will be assessed by the Spanish Peaks Property Owners Association in addition to subjecting the violator to all of the remedies set forth in this Document and the applicable Covenants. The current penalty fee is \$500.00 and is subject to change by the unanimous approval of the ACC and a majority of the Association's Board of Directors. All violations of this Document or the applicable Covenants will be corrected or legal action may be initiated to obtain an injunction against the offending Lot owner(s).

Any addition or change to an existing Structure must conform to the original Structure in design and be approved by the ACC in the same manner as initial construction. An application fee must be submitted to the ACC, payable to the Spanish Peaks Property Owners Association for all proposed additions or external changes to an original Structure. No application fee will be imposed for deck additions to existing Structures, although submission to the ACC and ACC approval is still mandatory. The current application fee for additions or changes to an existing Structure is \$50.00. This fee is subject to change by the unanimous approval of the ACC and a majority of the Association's Board of Directors.

All fees provided for in this Section 4.5 shall be paid to the Spanish Peak Property Owners Association.



These assigned fees are for the purpose of the ACC and the Association jointly to protect and enforce the guidelines set forth in this Document and the Covenants as a whole in a manner deemed appropriate by the Association's Board of Directors. These funds are under the total control of the Association.

V. VARIANCES

The ACC shall have authority to grant for a Lot site a variance from the terms of one or more sections of this Document and the Covenants subject to terms and conditions fixed by the ACC. Notwithstanding the above, the ACC shall not grant any variances unless all members of the ACC shall agree in writing to grant the variance. A variance granted hereunder shall run with the Lot for which granted. If a variance is denied, another application for a variance for the same Lot may not be made for a period of one year. A variance shall not be granted unless the ACC shall find that all of the following conditions exist:

- (a) the variance will not authorize the operation of a use other than private, single-family residential use or open space;
- (b) the variance will not alter the essential character of the Spanish Peaks Development;
- (c) the variance will be in harmony with the spirit and purpose of the Covenants and this Document; and
- (d) the circumstances leading the applicant to seek a variance are unique to the Lot or its Owner and are not applicable generally to Lots in the Spanish Peaks Development or their Owners. Variances or deviations from these restrictions may be granted in unique situations but will not set any precedent for future decisions. All variance requests shall be reviewed on an individual case-by-case basis.

If a variance is granted, it must be in writing and signed by all three (3) members of the ACC. Written notice of the contemplated variance must be given to all impacted neighbors.

VI. AMENDMENT AND TERMINATION

From time to time, any one or more provisions of this Document may be amended, terminated or a new provision may be added to this Document by an instrument signed and acknowledged by all of the then members of the ACC and all of the Board of Directors of the Association and filed for recording with the Clerk and Recorder's Office of Huerfano County, Colorado.

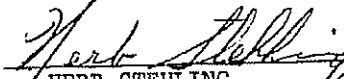
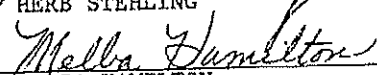


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VII. MISCELLANEOUS

- 7.1 **Severability.** If any of the provisions contained in this Document shall be held invalid or become unenforceable the other provisions shall in no wise be affected or impaired but shall remain in full force and effect.
- 7.2 **Action in Writing.** Notices, approval, consents, applications and other action provided for or contemplated by this Document shall be in writing and shall be signed on behalf of the party who originates the notice, approval, consent, applications or other action.
- 7.3 **Notices.** Any writing described in Section 7.2, including but not limited to any communication from the ACC to an owner, shall be sufficiently served if delivered by mail or otherwise: (a) to the address furnished by the owner to the ACC; (b) if the owner has not furnished an address, and if no address is available, to the dwelling situate on the Lot owned by the owner.
- 7.4 **ACC's Successors and Assigns.** The rights and powers of the ACC under this Document shall pass to the successors and assigns of the ACC as selected by the Spanish Peaks Property Owners Association.
- 7.5 **Effective Date.** The Guidelines set forth in this document will be effective following the date on which this document is recorded in the real property records of Huerfano County, Colorado. All Improvements constructed following the date of recording of this document will be subject to the terms and conditions of these Guidelines and the applicable protective Covenants. All Improvements constructed prior to the date of recording of this document will be subject to all applicable protective Covenants.

IN WITNESS WHEREOF, this Spanish Peaks Property Owners Association/Architectural Guidelines for The Entire Spanish Peaks Development has been executed as of the date first above written.

SPANISH PEAKS ARCHITECTURAL
CONTROL COMMITTEE


HERB STEHLING

MELBA HAMILTON

JOYCE ESTEP


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SPANISH PEAKS ARCHITECTURAL
CONTROL COMMITTEE

Herb Stehling
HERB STEHLING

Melba Hamilton
MELBA HAMILTON

Joyce Estep
JOYCE ESTEP

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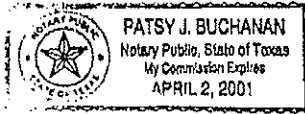
STATE OF TEXAS)
) ss.
COUNTY OF LLANO)

The foregoing instrument was acknowledged before me this 18th day of November, 1997, by HERB STEHLING as Member of Spanish Peaks Architectural Control Committee.

Witness my hand and official seal.

My Commission Expires: April 2, 2001

(SEAL)



Patsy J. Buchanan
Notary Public

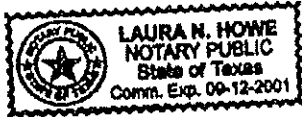
STATE OF Texas)
) ss.
COUNTY OF Kerr)

The foregoing instrument was acknowledged before me this 21 day of November, 1997, by Melba Hamilton as Member of Spanish Peaks Architectural Control Committee.

Witness my hand and official seal.

My Commission Expires: 9-12-2001

(SEAL)



L. Howe
Notary Public

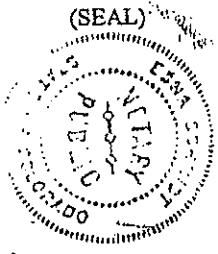
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STATE OF Colorado)
COUNTY OF Huerfano) ss.

The foregoing instrument was acknowledged before me this 25 day of November, 1997, by Jayce Estepe as Member of Spanish Peaks Architectural Control Committee.

Witness my hand and official seal.

My Commission Expires: _____ My commission expires Feb. 9, 1993



Edna Schmidt
Notary Public

STATE OF _____)
COUNTY OF _____) ss.


The foregoing instrument was acknowledged before me this ____ day of _____, 1997, by _____ as Member of Spanish Peaks Architectural Control Committee.

Witness my hand and official seal.

My Commission Expires: _____

(SEAL)

Notary Public


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STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1997, by _____ as Member of Spanish Peaks Architectural Control Committee.

Witness my hand and official seal.

My Commission Expires: _____

(SEAL)

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1997, by _____ as Member of Spanish Peaks Architectural Control Committee.

Witness my hand and official seal.

My Commission Expires: _____

(SEAL)

Notary Public


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EXHIBIT "A"

[Legal Description of all Lots within the Spanish Peak Development]

"Spanish Peaks Filing No. 1," filed of record on December 10, 1964, under reception number 227,786 with the County Clerk and Recorder of Huerfano County, Colorado, and filed therein in Map Drawer #1, as Map #72.

"Spanish Peaks Filing No. 2," filed of record on January 8, 1969, under Reception No. 238265, with the County Clerk and Recorder of Huerfano County, Colorado, and filed therein in Map Drawer #1 as Map #82.

"Spanish Peaks Filing No. #3," filed of record on January 8, 1969, under Reception Number 238266, with the County Clerk and Recorder of Huerfano County, Colorado, and filed therein in Map Drawer #1 as Map #83.

"Spanish Peaks Filing No. 4," filed of record on June 9, 1972, under Reception Number 246553, with the County Clerk and Recorder of Huerfano County, Colorado, and filed therein in Map Drawer #1 and Map #109.



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EXHIBIT "B"

[Height Measurement]

