KEYSTONE EAST RANCH

ARCHITECTURAL STANDARDS AND PROCEDURES

APPROVED SEPTEMBER 9, 1991

KEYSTONE EAST RANCH ARCHITECTURAL STANDARDS AND PROCEDURES

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I. GRANTING CLAUSE

Under the terms of the Declaration of Covenants, Conditions and Restrictions for Keystone East Ranch (hereafter called "Declaration"), the Architectural and Planning Control Board (hereafter called "Board") does hereby exercise its rights and does hereby establish these Standards and Procedures in order to meet its obligations under the above-mentioned Declaration. Copies of the most recent Standards and Procedures may be obtained at the Administrative Office of Declarant, Keystone, a division of Ralston Purina Company, located at the Keystone Resort, Summit County, Colorado. The Declaration will control if there are any discrepancies between these Standards and Procedures and the Declaration.

II. GENERAL PURPOSES

These Standards and Procedures are made by the Board for the purpose of maintaining standards in the use and development of the land involved. The purposes also include guarding against fires and unnecessary and unreasonable interference with the views, natural beauty and ecological integrity of said land. These Standards and Procedures are subject to the Board's supervision and approval as hereinafter stated and further subject to the zoning and planning regulations of Summit County, Colorado, and to applicable federal, state and county statutes, rules and ordinances.

Although final judgment of any submission must remain the discretionary opinion of the Board, the Board will be guided in its decisions by the Standards and Procedures which are summarized below. These Standards and Procedures may be changed from time to time in the interest of maximum real and aesthetic benefits to the property involved.

III. DEFINITIONS

A. "The Architectural and Planning Control Board" or "Board" is established and empowered in the Declaration. Article II is the primary part of the Declaration which defines the duties of the Board.

B. "Declarant" shall be Keystone, a division of Ralston Purina Company, its respective successors, assigns, grantees, and their successors, heirs, executors, administrators, devisees, grantees or assigns.

C. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Keystone East

Ranch, filed with the Clerk and Recorders' office on December 19, 1988 and any amendments thereto, upon the lot after the time of purchase.

D. "Improvement" of "Development" shall mean the construction of any building, house, barn, corral, outbuilding, shed, tree house, pen, doghouse, rabbit hutch, tennis court, basketball backboard, porch, patio, gazebo, excavation, landscaping, pit, cave, tunnel, bridge, hitching post, fence, wall, or any other structure of any kind and exterior addition to or change or alteration thereto.

E. "Utility Lines" or "Utilities" shall mean all water and sewer pipelines which lie beneath the surface of the ground and also all electric, telephone, gas and other wire lines, with poles and other necessary appurtenances which run above or below the surface of the ground.

F. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot as defined in Article I, Section 1.1 of the Declaration.

G. "Lot" means any numbered lot shown on any recorded subdivision map of the Keystone East Ranch, but shall not include the Common Area.

IV. ARCHITECTURAL AND PLANNING CONTROL BOARD

The Architectural and Planning Control Board for the Keystone East Ranch shall consist of three members who shall initially be designated by the Declarant to review, study, and approve or reject proposed improvements upon the property subject to the Declaration.

The terms of the members shall be at the discretion of the Declarant. The Board shall consist of a chairman and two other Board members, who shall be accredited architects. The Chairman shall appoint a secretary, who shall not be a member of the Board. The Chairman shall preside over all meetings of the Board and shall be responsible for the coordination and direction of the Board's work, and for the promulgation of its Standards and Procedures and any amendments to the Standards and Procedures from time to time.

The Secretary shall keep the minutes of the Board's proceedings and its records. At the direction of the Chairman, the Secretary shall publish and disseminate such information as may be necessary or desirable for the guidance of Lot Owners and the enforcement of the provisions of the Declaration.

The Board shall meet at the convenience of the members or may conduct their business by mail or phone as often as necessary to transact its business. Applicants for Board action may, but need

not be given an opportunity to be personally heard in support of their application.

The address of the principal office of the Board shall be: Box 38, Keystone, Colorado 80435. For the purpose of mailing, the Secretary shall be the agent for the Board.

A. Right of Waiver

The Board maintains the right to waive or vary the Standards and/or Procedures at its discretion.

B. Non-Liability of the Board and Declarant

Neither the Board nor the Declarant or their respective successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Owner by reason of mistake in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any plans and specifications. Every Owner or other person who submits plans to the Board for approval agrees, by submission of such plans and specifications, that he will not bring any action or suit against the Board or Declarant to recover damages. Approval by the Board shall not be deemed to constitute compliance with the requirements of any local building codes and it shall be the responsibility of the Owner or other person submitting plans to the Board to comply therewith.

C. Enforcement

These Standards may be enforced by the Board as provided in the Declaration of Covenants, Conditions and Restrictions for Keystone East Ranch.

Except as otherwise provided in the Declaration, the Board shall have the right to enforce, by a proceeding at law or in equity, the provisions, conditions and regulations now or hereafter imposed by the Board. Failure by the Board to enforce any provision or regulation herein contained shall in no event be deemed a waiver of the right to do so thereafter.

D. Grading, Dimensions, Elevations and other Information Submitted By An Owner

Any Owner submitting plans for preliminary or contract document approval to the Board shall be responsible for the verification and accuracy of all Lot dimensions, grade, elevations and the location of the key features of the natural terrain.

E. Resubmittal of Plans and Appeal

In the event of any disapproval by the Board of either a preliminary or contract document submission, the resubmission of plans will follow the same procedure as outlined in Section VIII hereof. The Owner or his architect shall reply in writing to any concerns expressed by the Board during the review process. Any exterior additions or changes to the Lot or residence that are not a part of the original contract document approval shall be submitted to the Board for review and approval.

F. Owner Representation

All representatives of the Owner including but not limited to his architect, engineer, contractor, subcontractor, and their employees will be made aware of and abide by the standards and procedures outlined and in the Declaration of Covenants, Conditions and Restrictions for Keystone East Ranch, the Articles of Incorporation of Keystone East Ranch Homeowner's Association, Inc. and the Keystone East Ranch Architectural Standards and Procedures, and the Construction Period Regulations contained in these Standards and Procedures.

V. BACKGROUND AND STATEMENT OF INTENT

The Keystone Ranch preserves Western tradition even as it welcomes a few appointments of the modern world. Secluded by high ridges of natural forest land, yet with remarkable views of Mt. Baldy to the south, of the Gore and Ten Mile Ranges to the west, this serene and spacious meadow with its 15-acre lake and stands of aspen and lodgepole pine has been protected against encroachment for a half a century by the Luke E. Smith family's sole ownership of the land.

One of Colorado's oldest working ranches, the Smith holdings actually include several smaller homesteads dating back to the 1880's. Now, under the aegis of the resort of Keystone, and with careful attention to both environment and history, cautious change is underway. The grazing horses, the old buildings and familiar rail fences are to remain, as is the minimum-access seclusion.

The Smith family lodge has been expanded to become the clubhouse of the Keystone Golf Course. Ruggedly handsome in the rough-hewn Western style, for more than 40 years this lodge was host to state and federal dignitaries from across the country. The new clubhouse continues that tradition of hospitality - adding a restaurant, bar, lounge areas as well as locker rooms and a pro shop. The golf course complex occupies approximately 200 acres of the central meadow including a championship 18-hole golf course, designed by renowned Robert Trent Jones Group of golf course architects. Among the highest 18-hole courses anywhere, the unique Rocky Mountain

high-country setting and ranch motif also make Keystone's one of the most strikingly attractive courses in the world.

Adjacent to the course and hidden in the surrounding trees are a limited number of private lots. These Lots have been conceived as lots of varying sizes and shapes so as to best relate to the immediate physical surroundings, the neighboring lots and the larger context of clearing, views and the golf course.

Each Lot suggest a different design solution to relate to this context. Each presents unique opportunities and unique constraints to sympathetically integrate the homes into the East Ranch environment.

It is in everyone's interest and the intent of these regulations that the home be indigenous to the physical and historical context of the East Ranch; that they incorporate native and natural materials, simple forms, sensitive siting and in general be unassuming in character. It is intended that the buildings not compete with each other, or assert themselves at the expense of the neighboring homes, but rather relate to each other in their unique setting to form a harmonious community which shares and supports a common interest and appreciation of a most unique environment.

The standards, procedures and information that follow are intended to formulate and define the means by which homes can be built at the Keystone East Ranch in a manner in which they will be compatible with each other and the very unique setting. The standards will be the criteria for judgment by the Board and form the basis of control imposed by the Board. Compliance with the spirit of these standards is crucial to the mutual enhancement and protection of the qualities of the East Ranch; and to Keystone's commitment to the preservation of this ruggedly handsome area.

VI. ARCHITECTURAL STANDARDS

All requirements noted within this section which are pertinent to the development of an Owner's Lot shall be incorporated into the contract document review submittal in the form of general notes, details or drawings.

A. Professional Design Assistance

It is required that all Owners will use the assistance of a registered and accredited architect in designing their residences. It is further required that the architect personally visit the Lot prior to the schematic design letter of intent.

"Off the Shelf" or stock plans are not acceptable design solutions for improvements on the Keystone East Ranch Lots.

B. Design and Configuration

1. It is intended that the design of the Lots and improvements be as indigenous to the physical and historical context of the Keystone East Ranch and the mountain region as possible. This implies the incorporation of native and natural materials, simple forms, sensitive and, generally, an unassuming character. It is intended that the buildings not compete with each other or call attention to themselves at the expense of the neighboring homes and natural setting.

2. Special consideration will be given to the siting of the building with emphasis on the relationship to existing grades, preservation of natural site features, trees, plants and relationship to the neighboring lots and vistas.

3. The residences will have exterior elevations, roofs and details that will be coordinated and consistent in their architectural treatment. Care should be given to proportion, scale and massing qualities.

4. Roof forms shall utilize the gable configuration with sheds hips and dormers as complimentary form devices. Mansard, Gambrel, and A-Frame roof forms are not acceptable. Flat roofs may be used for linking purposes and as a minor design element, or in sod roof applications.

5. "Street-oriented" facade design or "theme" design transplanted from another time or area, such as chalet, hacienda, colonial, tudor will not be acceptable.

C. Building Height

The Keystone East Ranch is a planned unit development. Building height limits have been established within the Keystone East Ranch in order to promote buildings in harmony with, and subservient to the surrounding natural features with consideration given to views from neighboring lots and the golf course.

Building heights will be measured vertically from finish grade to the highest part of the roof or building element, excluding chimneys, as illustrated in Plate No. 1, Page 27.

In general, no building will be higher than the average tree height in the vicinity of the building and in no case shall the building height exceed 35 feet.

D. Exterior Walls

1. Materials allowed for exterior walls are:

   a. Logs.
   b. Log siding.
   c. Shakes and shingles.
   d. Natural wood siding (Horizontal application only).
   e. Native stone where integrated with the design.
   f. Board and batten.
   g. Exposed architectural concrete will be considered at the discretion of the Board when stained, sand blasted, and/or textured.

2. Exterior materials not acceptable for exterior walls are:

   a. Plywood siding.
   b. Stucco.
   c. Metal siding.
   d. Synthetic Siding.
   e. Ferro Cement Siding.
   f. Concrete Block.
   g. Brick.
   h. Unit Masonry.
   i. Adobe.
   j. Contrasting Light or Dark Grout or Mortar.

3. Foundations:

   a. Native stone and river rock are preferred.
   b. Exposed concrete may be used for foundation walls. However, exposed concrete walls may not exceed three feet in height and may be required to be faced with wood, sand blasted, or stained at the discretion of the Board.

4. Finishes:

   a. Transparent finishes which enhance the natural materials are preferred.
   b. Semi-transparent stains which relate to the surrounding natural coloring are acceptable.
   c. All colors shall be reviewed by the Board to determine the appropriateness for the Keystone East Ranch. Natural muted, non-contrasting colors are preferred.
   d. All exposed metals, sheet metals, or primed woods shall be painted to natural muted, non-contrasting colors.
   e. TV or radio antennas are not acceptable for exterior walls.
   f. Gutters are discouraged because of freezing conditions.

NOTE: Color samples must be submitted for review at the contract document review.

5. Decks:

Underpinning for decks more than three feet above grade must be designed without visible cross bracing or with a continuous screen wall to conceal structural supports.

E. Roofs

1. Design:

As noted in Section VI, B.4. on page 6, roof forms shall be simple and shall utilize the gable configurations and complementary forms.

With the exception of sodded roofs and flat connecting roofs, roof slopes shall be a minimum of 4 in 12 to a maximum of 12 in 12. No roofs shall be built over property lines.

2. Exterior materials allowed for roofs:

a. Wood shingles and shakes.
b. Composition roll roofing.
c. Sod.
d. Built up roofing of approved finish will be allowed on small, flat connecting roofs only.
e. Use of composition shingles is subject to Board's discretion after considering visibility and appropriateness.

F. Windows

1. Insulated glass windows are required by the state and local energy codes.

2. Wood windows are recommended. All finishes must be either natural or painted to natural colors. Other materials such as anodized metal, baked enamel or plastics of natural colors will be approved at the discretion of the Board.

3. Reflecting glass is not acceptable.

4. Shutters are not acceptable.

G. Doors

1. Solid core wood, plank, or hollow insulated metal doors are acceptable for exterior doors.

2. Any painted materials must be of an approved color which related to the surrounding natural colors.

3. Simple designs are preferred. Ornate, gaudy or period designs are not acceptable. Double-doors at main entrances are not acceptable.

H. Solar Energy

1. Energy saving features and considerations are encouraged.

2. Passive solar design considerations are encouraged whenever possible.

3. Active solar applications are encouraged as an integral part of the architectural design. Special consideration should be given to finishes and reflective aspects of solar panels as they may affect neighboring lots or activities on the golf course.

I. Skylights

1. Only flat glass skylights on sloped roofs will be approved.

2. Bubble or gable skylights will be considered on a case by case basis for flat roof applications,

J. Trash Containers - Utility Enclosures

See Lot Development standards, Section VII E, page 11.

K. Fences

See Lot Development standards, Section VII B, Page 10.

L. Exposed Metal, Chimneys, Vents

1. All exposed metals such as fascias, flashing, wall vents, roof vents, metal enclosures, chimneys, shall be painted an approved color.

2. Reflective or contrasting finishes will not be acceptable.

3. Spark screens are mandatory on all chimneys. Care should be given to chimney location and existing trees for fire prevention.

4. Vents shall be grouped wherever possible.

M. Changes

No significant changes in plans or materials previously approved may be undertaken without prior written approval of the Board.

No work shall be undertaken (other than routine maintenance and repair) which will result in changes in the exterior appearance without prior written approval of the Board.

VII. LOT DEVELOPMENT STANDARDS

The Lot standards, together with the architectural standards, form the basic visual and planning direction necessary to maintain the natural setting and integrate residential development into it.

The preservation of open space, common areas, and indigenous vegetation combined with sympathetic residential design and lot planning is the over-riding goal of the Board and in turn the Owners involved in this process.

As further described in Section VII G, Page 11 , revegetation at the Keystone East Ranch is required to return the disturbed areas to a natural condition through the use of natural grasses, flowers and small plantings. High water consumption plantings, such as sod, are prohibited.

The following Lot standards will be in effect in the Keystone East Ranch.

A. Setbacks and Side Yards

The Keystone East Ranch residential Lots in tracts F-1 through F-4 do not have setbacks or side yards. Setbacks from adjacent structures shall be determined at the time a site plan is developed. Lots within tract F-5 shall have a minimum of 7.5 feet. The Board may reduce this setback due to topographic constraints or preservation of significant trees. Construction of improvements shall be wholly contained within the lot or building envelope.

B. Fences, Walls, and Barrier Devices

Fences, walls, and barrier devices may be used for privacy and screening purposes but must be incorporated into the total design. The Board will review their design, its appropriateness, size and construction in relation to the proposed residence and its neighboring lots and judge accordingly. These features used solely as property line delineation are not acceptable.

C. Dogs

Owners intending to keep dogs, as permitted in the Declaration as amended, must construct a closed structure for the dogs, with no roof, so as to be integrated into the design of the home in conformance with the design criteria, as amended from

time to time, established by the East Ranch Board of Managers. The structure must be constructed with similar materials to those used in the main living structure and it must be located totally within the Owner's Lot boundaries and may not extend into common areas without the prior written consent of the East Ranch Board of Managers. No chain link or other open fencing is allowed. Construction must permit proper cleaning of the dog enclosure at all times of the year. Ample space must be included to allow humane conditions for the dog.

D. Garages, Carports, and Parking Spaces

Garages and carports must be integrated with the home design. A minimum of two permanent parking spaces must be provided on the Lot and of the two permanent parking spaces, one must be a covered parking space. The Board may grant an exception to these parking requirements if parking cannot be provided on the Lot due to physical constraints of the Lot. Such exception shall be specifically requested in writing and written approval allowing the exception must be obtained from the Board.

Trailers, mobile homes, trucks, pickups, boats, boat trailers, tractors, vehicles other than automobiles, campers not on a truck, snow removal equipment and garden or maintenance equipment shall be kept in a closed structure or screened from view at all times except when in actual use.

No automobile repair work shall be performed anywhere within the Lot except in enclosed areas and in cases of emergency. See Declaration for further explanation.

E. Retaining Walls

If the Lot requires any isolated retaining walls, they must be made of native stone, stained or sandblasted concrete or other materials that are complimentary to the natural surroundings. Each retaining wall to be reviewed on a case by case basis.

F. Propane Tanks, Electric Meters, Garbage Areas

These and other related utilitarian features will be screened, buried or enclosed from view and planned as a part of the total design. Specific written approval must be obtained for such features. Such features when screened or enclosed shall be of an approved color.

G. Revegetation

It is the Board's philosophy to encourage the "natural condition" of the area. This "natural conditions" is defined as a combination of indigenous plant material, trees,

topsoils, rock formations and natural terrain and features that exist before construction on and around the Lot. Furthermore, the Owner is required to submit a complete revegetation plan and schedule at the contract document submittal for review. Installation and maintenance of the revegetation plan material on the site are the responsibility of the Owner. The Owner is also subject to requirements in Section 2.8 and 12.6 of the Declaration.

H. Driveway

Keystone as the Declarant has granted to each Lot an easement of ingress and egress across the Green Areas (as defined in the Declaration) to assure access to each Lot. Keystone as the Declarant has further reserved the right to change the specific means of ingress and egress so long as a reasonable means of access is always provided.

Driveways must be paved with a minimum amount of surface coverage. Board will provide a mandatory detailed specification for driveway lighting (See Section VII, Outdoor Lighting). Driveways will be staked for approval at the Contract Document Review.

I. Decks, Greenhouses, Swimming Pools, Etc.

1. Decks should be designed to minimize unsightly supporting structures and to complement the total design and may minimally extend beyond the Owner's Lot provided deck support structures do not fall outside the Owner's property line.

2. Greenhouses, swimming pools and hottubs are recognized amenities but must meet code and design review standards as do other architectural developments.

3. Temporary shelters, tents, metal storage units are not acceptable.

4. Swimming pools cannot be prefabbed "above ground" style.

J. Signs

Signs shall conform with the Keystone Ranch, East Ranch Sign Code adopted by Summit County Government now in effect or hereafter amended.
At no time will signs be nailed on trees or structures.

K. Mailboxes

In the event that the Owner desires to have a mailbox at the East Ranch, the Board will provide a detailed mailbox design and the Owner will have it fabricated and installed according

to design specifications.

L. Natural Drainage

No Owner or contractor shall interfere with or direct the natural course of any drainage and runoff nor construct any improvement, place any landscaping or suffer the existence of any condition whatsoever which shall alter the drainage pattern or runoff from its natural flow into or across the land of another except to the extent such alteration in drainage pattern or runoff is approved in writing by the Board, and any other public authorities having jurisdiction. This is to include all irrigation ditches and canals now existing on the Keystone East Ranch.

M. Trenches

Insofar as possible, trenches shall be located in such a way that no tree roots will be damaged. In situations where this requirement cannot be adhered to, the contractor shall exercise great care to minimize the damage to roots. Where there are major roots, he shall hand dig the trench under the roots. When roots, in particular the fine feeder roots, are exposed to air and sun, they will dry out and lose their function of taking up moisture. For this reason, it is essential that the contractor keep such areas moist until such time as he backfills the trench. Where roots have been damaged or exposed, trenches shall be backfilled with loose soil suitable for plant life in order to stimulate new feeder growth. Backfill shall be kept moist until the beginning of the rainy season.

N. Trees

Improvements shall be located on the Lot where they least alter the natural terrain and tree cover. Wherever possible, new improvements should be separate from existing ones by vegetation. Trees shall not be cut or tree roots disturbed for trenching without specific approval of the Board. Trees or groups of trees adjacent to the construction area shall be fenced and protected during the construction period. Such a fencing shall also remain in place until such times as the major part of the outside work is completed. There shall be no storage of any building materials outside the fenced-in areas. Trees and other existing vegetation are valued. Trees between houses and those between the house and meadow are considered as the most important by the Board to preserve. It is mandatory that the specifications and the contract agreement between the Owner and contractor clearly define the intent of preserving the plant life. The Owner or contractor who damages trees, shrubs or groundcover shall be required to replace such plants or trees by appropriate replanting.

Cut logs during construction have been known to result in increasing the number of insects, in particular, Ips beetles which can substantially destroy trees in the area. To reduce this potential problem, the following practices should be followed:

1. Chip all material over 3" in diameter. This treatment will kill any insects currently in the logs and prevent further invasion.

2. Remove all infested logs to an open area on the Owner's Lot, pile them in small neat piles (no more than 4 logs high) and cover with clear plastic. Such plastic should be of sufficient thickness (recommend 6 mil.) to remain intact for three (3) months. Resulting solar heating should kill most of the new generation of Ips.

   Note: This method is strongly recommended by the Board as an alternative to chemical treatments.

3. Remove all infested logs to designated open areas and spread it out in a single layer. Each piece should be rolled periodically to expose all bark surface to the sun to ensure even heating.

4. Remove all logs to designated open area, buck and split and spread split pieces to allow solar heating and drying.

5. Peel and freshly cut logs so that insects cannot breed.

6. Remove all material to a designated area and treat each infested log with insecticide. The insecticide can be recommended by the Colorado State Forest Service.

7. Apply an insecticide to healthy trees to prevent attack by future generations of Ips. The chemical of choice is carbaryl (trade name is Sevin). Properly applied, this treatment will last at least two (2) years (four (4) generations of Ips).

0. <u>Stakeout (Must be completed for Contract Document Review)</u>

The location of each improvement within the buildable area must be approved at the Contract Document Review consistent with applicable regulations of Summit County. In determining the proper location of existing and future improvements on adjacent lots and such other monetary or aesthetic considerations as it may deem necessary.

The following shall also be complied with in reference to the Contract Document Review period:

1. The improvement shall be defined with four feet (4') wood or steel stakes and shall be identified as N.E., N.W., S.E., and S.W. corners. The outline of the improvement may be required to be marked by connected string between corner stakes. Side and front parcel lines may also be required to be marked in a similar manner. The main floor elevation of the structure shall be clearly marked on the stakes.

2. All property corners shall be clearly marked by the Owner. All Lot corner(s) stakes shall remain in place during the construction period. Temporary removal to facilitate construction is permitted but replacement is required.

3. All trees proposed for removal shall be tagged with orange-colored plastic tape.

4. No trees, shrubs, or groundcover shall be removed before the Board's stakeout inspection since these would be lost if the structure is relocated.

5. Stakeout inspections shall only be conducted at a time when the Lot is free from snow.

6. Driveway locations will be staked at each side of the drive at 10 foot intervals from the respective East Ranch road to the Lot.

7. All improvements other than the proposed residence shall be staked at this time.

8. Preservation fencing shall be in place or string provided to define the proposed fencing.

P. Outdoor Lighting

All outdoor lighting comes under the jurisdiction of the Board. Lighting of parking areas or walkways to houses may be necessary.

If driveway or architectural lighting is necessary, mandatory prefabricated light fixture specifications will be provided to the Owner and the Owner will have all such lighting installed according to design specification. It is the intent of the Board to have lights which are functional and which enhance the overall appearance but which will not be disturbing to neighbors, pedestrians or motorists. In general, floodlights will not be allowed unless required in a particular circumstance. No lights shall be emitted from any lot which are unreasonably bright or cause unreasonable glare.

VIII. KEYSTONE EAST RANCH REVIEW AND APPROVAL PROCEDURES

The Keystone East Ranch Review and Approval Procedures provide the framework by which the Board can review, process and approve the residential development on the Keystone East Ranch.

All Owners will comply with the following procedures in order to gain the necessary approvals and will reply in writing to any concerns expressed by the Board during the review process.

A. Orientation Meeting

Purpose: To allow Owners and/or architects to familiarize and discuss the architectural standards and procedures. Note: This is recommended.

Composition of Meeting: The meeting will be held at the Keystone Administration Building and on site by appointment only. The Owner and his architect will review the architectural standards and lot constraints with representatives of the Architectural and Planning Control Board and the sales representative. Copies of the architectural standards and procedures will be available at this time.

Time: Allow 2 hours including a review of the Lot.

B. Schematic Design Statement of Intent

Purpose: To communicate to the Board the Owner's design intentions.

Form of Submittal: The submittal will include the following:

a. A minimum of 1 copy (additional copies may be requested) of a written and/or graphic explanation to include the design approach, siting philosophy, and materials to be used.

b. A minimum of 1 copy (additional copies may be requested) of a site plan (Scale 1/8"-1'-0") to include building location, driveway, parking, grading, tree locations, revegetation plan, retaining walls (if any), designated storage areas for excess fill, construction debris and materials, and a designated parking area for construction vehicles.

c. A meeting at the site shall be required unless the Board decides that it is not necessary.

Address Submittal to:

KEYSTONE NEIGHBOURHOOD COMPANY
140 IDA BELLE DRIVE, SUITE F4
KEYSTONE, CO 80435

Architectural and Planning Control Board
Keystone Resort
Box 38
Keystone, CO 80435

Time: The Board shall respond within 14 days of receipt of the statement of intent.

C. Preliminary Design Review

Purpose: To communicate to the Design Committee through drawings and related material the Owner's residential design.

Note: Should the Owner and/or his architect submit a combination working/preliminary drawing, he does so at his own risk. The Board can, in its discretion, make changes that may substantially alter the drawing. Such changes must therefore be resubmitted on a new set of drawings.

Form of Submittal: The submittal will include the following items:

a. A minimum of one copy (additional copies may be requested) of a site plan, scale (1/8" - 1'-0"), to include but not limited to building location, driveway, parking and staging areas, grading, tree locations (marking those for intended removal and those to be protected by snow fencing enclosure), designated storage areas for excess fill, construction debris and materials (ie. disturbance area), a designated parking area for construction vehicles, other structures of temporary nature to facilitate construction, existing and proposed contour lines at 2'-0" intervals, decks, utilities and accessory lot development of any kind.

b. A minimum of one copy (additional copies may be requested) of floor plans and roof plan (1/4" - 1'0").

c. A minimum of one copy (additional copies may be requested) of exterior elevations (1/4" - 1'0") to include existing and proposed grade levels, material and color indications.

d. A minimum of one copy (additional copies may be required) of building sections.

e. Schematic Revegetation Plan - to include existing and proposed plant material and configuration.

f. 1 model plus 3 copies of photos as necessary to explain or one model plus 3 sets of photos as necessary to explain the character and form of the building three-dimensionally.

Address Submittal to: Architectural and Planning Control Board
Keystone Resort
Box 38
Keystone, CO 80435

KEYSTONE NEIGHBOURHOOD COMPANY
140 IDA BELLE DRIVE, SUITE F4
KEYSTONE, CO 80435

Time: The Board shall respond within 21 days of receipt of the statement of intent.

D. Contract Document (Working Drawing) Review

Purpose: To insure the Contract Document's conformity with the approved preliminary design. Any changes from the preliminary design should be brought to the Board's attention.

Form of Submittal: The submittal shall include 4 copies of the following items:

1. Site Plan at 1/8" - 1'0"
   a. Lot Plan and Roof Plan at 1" - 100'-0".
2. Floor plans at 1/4" - 1'0".
3. Roof Plan
4. Exterior Elevations and Details.
5. Building Sections.
6. A minimum of one (additional copies may be requested) collage (8 1/2" x 11") depicting exterior materials, colors and texture.
7. Specifications and finish schedules to include the Keystone East Ranch construction period regulations. See Appendix A.
8. Revegetation Plan
9. The submittal shall include an actual "Lot staking" of the building corners, driveways, and other improvements (See Lot Development Standards, Stakeout Section VII N.)

10. Construction schedule - to include starting and completion dates of the dwelling as well as the revegetation work.

Address Submittal to:
KEYSTONE NEIGHBOURHOOD COMPANY
140 IDA BELLE DRIVE, SUITE F4
KEYSTONE, CO 80435

~~Architectural Planning and Control~~
~~Board~~
~~Keystone Resort~~
~~Box 38~~
~~Keystone, CO 80435~~

Time: The Board shall respond within 14 days of the receipt of the submittal. Upon approval by the Board, the Owner and his contractor shall be required to execute an agreement that Owner and his contractor represent and promise to construct the improvement(s) consistent and in accordance with approved Contract Documents and the provisions, conditions and regulations contained herein.

Contract documents must be approved in writing by the Board prior to submission of the document to the Summit County Building Department for a building permit.

E. Pre-Construction Site Meeting

Purpose: To insure construction staging is consistent and in accordance with these Standards and Procedures and the construction period regulations.

Time: A Board member or its agent shall meet with the Owner and his contractor at the site after the Contract Documents have been approved and prior to construction. Items of review are shown on the attached sample Pre-Construction Review Checklist.

F. Construction Period Review

Purpose: To monitor the progress and compliance of the Owner's contractor to the construction documents as approved by the Board and the construction period regulations.

Time: A Board member or its agent shall periodically visit and monitor the construction to determine compliance with the contract document approval. Items of review are shown on the attached sample Interim-Construction Review Checklist. Any items of non-compliance shall be immediately corrected or removed by the Owner and/or his contractor.

G. Project Completion Review

Purpose: To insure the final building form is consistent and in accordance with the contract document approval.

Form of Submittal: The Owner shall inform the Board in writing 10 days prior to the occupancy permit inspection by the Summit County Building Department.

Time: The Board will respond in writing within one week of receipt of the conformance or non-conformance of the final building form. See attached sample Post-Construction Review Checklist. All improvements not in conformance shall be removed or corrected by the Owner.

IX. TECHNICAL AND INFORMATIONAL MATERIAL

As a guide to Owners, architects, and contractor doing residential design and construction of the Keystone East Ranch, the following technical and informational material has been compiled.

A. Applicable Codes and Regulations

The following documents are administered by the Summit County Building Department or other regulatory agencies and should be verified for amendments, corrections and applicability before construction.

The most current and approved:

* 1. Uniform Fire Code.

* 2. Uniform Building Code.

* 3. Uniform Plumbing Code.

* 4. Uniform Mechanical Code.

* 5. Uniform Building Code Standards.

6. Occupational Safety and Health Act (OSHA - Applicable OSHA regulations and guidelines will be observed.

* See Summit County for amendments to these codes.

B. Permits, Approvals and Inspections

1. Architectural and Control Planning Board (See Review Procedures and Approvals, Section VIII).

2. Submission by Owner and/or contractor of all documents necessary to procure building permit from Building Department, Frisco, State Highway #9.

3. Building Department Inspection - periodic on-site inspections foundation, rough framing, final.

4. State Electrical Inspector - electrical inspection.

5. Construction Period Review.

6. Project Completion Review and Inspection.

7. Certificate of Occupancy, Summit County Building Department.

C. Soil, Drainage and Geology

General geotechnical information is available in a report titled "Geotechnical Feasibility Investigation" by Robert W. Thompson, Inc., Consulting Engineer, 1701 S. Federal Blvd., Denver, CO 80219, dated January 9, 1974. This is by no means a comprehensive site-to-site study.

It is a general statement concerning water, soils, and vegetation now existing. Keystone recommends that all Owners verify their lot and soils conditions before construction.

D. Natural Vegetation

Reading sources are:

A Guide to the Wood Plants of Colorado, by George W. Kelly, Pruett Publishing, Boulder 1970.

Field Guide to Rocky Mtn. Wildflowers, by John J. Craighead and Frank Jr. and Ray Davis, Outdoor Recreation Institute, Houghton, Mifflin Company, Boston 1963.

E. Climatic Conditions

Elevation	Degrees North Latitude	Degree Days Heating	Cooling
9400 to 9140	Approx. 39 - 36'	10854	0

Design Temperature for the East Ranch

Summer

Dry Bulb - 83^F
Wet Bulb - 59^F

Winter

Dry Bulb - 20^F

F. Utilities and Services

Water	East Dillon Water District
Sewer	Snake River Sewer District
Electric/Gas	Public Service Company of Colorado

G. Safety Regulations

Vehicle speed shall not exceed 25 miles per hour on any Keystone East Ranch road unless otherwise posted.

H. Approvals

These Standards and Procedures are adopted by the Architectural and Planning Control Board for the Keystone East Ranch on this 9th day of September, 1991.

APPENDIX A
CONSTRUCTION PERIOD REGULATIONS

In the best interest of all Keystone East Ranch owners and contractors, the following regulations shall be enforced during the construction period. These regulations shall be a part of the construction contract document specifications for each residence and all contractors and owners shall abide by these regulations. The contractor will be required to go to the construction site with Keystone's construction supervisor before work begins. It is also required that the contractor be familiar with an abide by the applicable sections of the Keystone East Ranch Declaration and the Architectural Standards and Procedures.

1. Construction Limits

   The Architect shall provide a detailed plan of construction limits on the site plan prior to construction at the Schematic Design Review stage. The plan shall be implemented with snowfencing, rope, barricades or like material prior to construction. The plan shall include size and location for construction material storage area, limits of excavation, drive areas, parking, chemical toilet location, temporary structures, dumpster, fire extinguisher, utility trenching, and construction sign.

2. Construction Trailers, Sheds or Temporary Structures

   Use of construction shelters shall be approved in writing by the Board prior to installation. Its size shall not exceed 120 square feet. All temporary structures shall be removed upon the occupancy permit issuance.

3. Daily Operation

   Daily working operation hours for each construction site shall be no earlier than 7:00 a.m. and no later than 7:00 p.m.

4. Excavation

   Excess excavation material shall be stored within a snow fenced area for two weeks maximum before it must be removed from the Lot. It shall not be placed in common areas, roads or other lots on East Ranch property. Excavation, except for utility trenching, shall be on the Owner's Lot.

5. Debris and Trash Removal

Daily cleanup of the construction site is mandatory. Proper disposal of refuse and storage of material is of prime importance and is the contractor's responsibility. Debris and trash shall be removed on a weekly basis by being hauled covered or enclosed to a designated Summit County dump area outside Keystone East Ranch. After the contractor has been requested to remove the construction debris or trash and this is not done, Keystone will have it removed and bill the contractor for all costs incurred. Burning of trash or construction debris is prohibited on the Keystone East Ranch.

6. Storage of Construction Material, Trash, and Equipment

Storage areas shall be fenced according to approved "construction limits" areas designated on the Lot plan. The contractor will be responsible for maintaining and storing construction materials, trash and equipment in these areas.

7. Chemical toilets

Chemical toilets shall be provided by the contractor and placed in an approved location.

8. Vehicles and Parking

All vehicles will be parked in the designated area shown on the Site plan so as not to inhibit traffic or damage surrounding natural landscape. Vehicles shall not be left on the East Ranch roads overnight. Vehicles shall not exceed 25 miles per hour on any Keystone East Ranch road unless otherwise posted.

9. Pets

Contractors, subcontractors and employees are prohibited from bringing dogs or other pets to the construction site.

10. Blasting

Any plans to blast shall be brought to the attention of the Board before commencement and shall be approved by Declarant. Proper safety and protective actions shall be used.

11. Restoration and Repair

Damage to any property other than the Owner's shall be promptly repaired at the expense of the person or entity causing the damage.

12. Dust, Noise and Odor

Every effort shall be made to control dust, noise and odor emitted from a construction area. Radios, tape players, or other such devices are not permitted during golf season and must be played at a low volume during remaining months. The contractor will be responsible for watering, screening or oiling dust problem areas as well as controlling noise and offensive odors from the site.

13. Signage

Construction signs shall be limited to one sign per lot not to exceed 6 square feet of total surface area to be located on the Lot. The sign will be free standing. At no time will signs be placed on or nailed to trees.

14. Fire Extinguishers

A minimum of one serviceable 1016 ABC rated dry chemical fire extinguisher shall be located on each construction site in a conspicuous location.

15. Construction Access

The only approved construction access during the time a home is being built will be over the approved driveway for the Lot unless the Board approves an alternative access point.

The following items are prohibited on the Keystone East Ranch:

1. Oil changing of vehicles and equipment without proper receptacles and removal procedures.

2. Concrete equipment cleaning or concrete dumping without proper cleanup and restoration.

3. Careless treatment of trees or preservation areas.

4. Removing any rocks, trees, plants, topsoils, etc. from any portion of the East Ranch other than the Owner's property.

5. Exceeding the speed limit.

6. Careless use of cigarettes or flammable items.

7. Burning of trash or construction debris.

8. Firearms.

9. Signs other than approved construction or real estate signs.

10. Use of transit over the golf course areas unless playing the golf course with approval from Declarant.

11. Use of spring, surface or irrigation water for any purpose.

12. Contractors' or employees' animals.

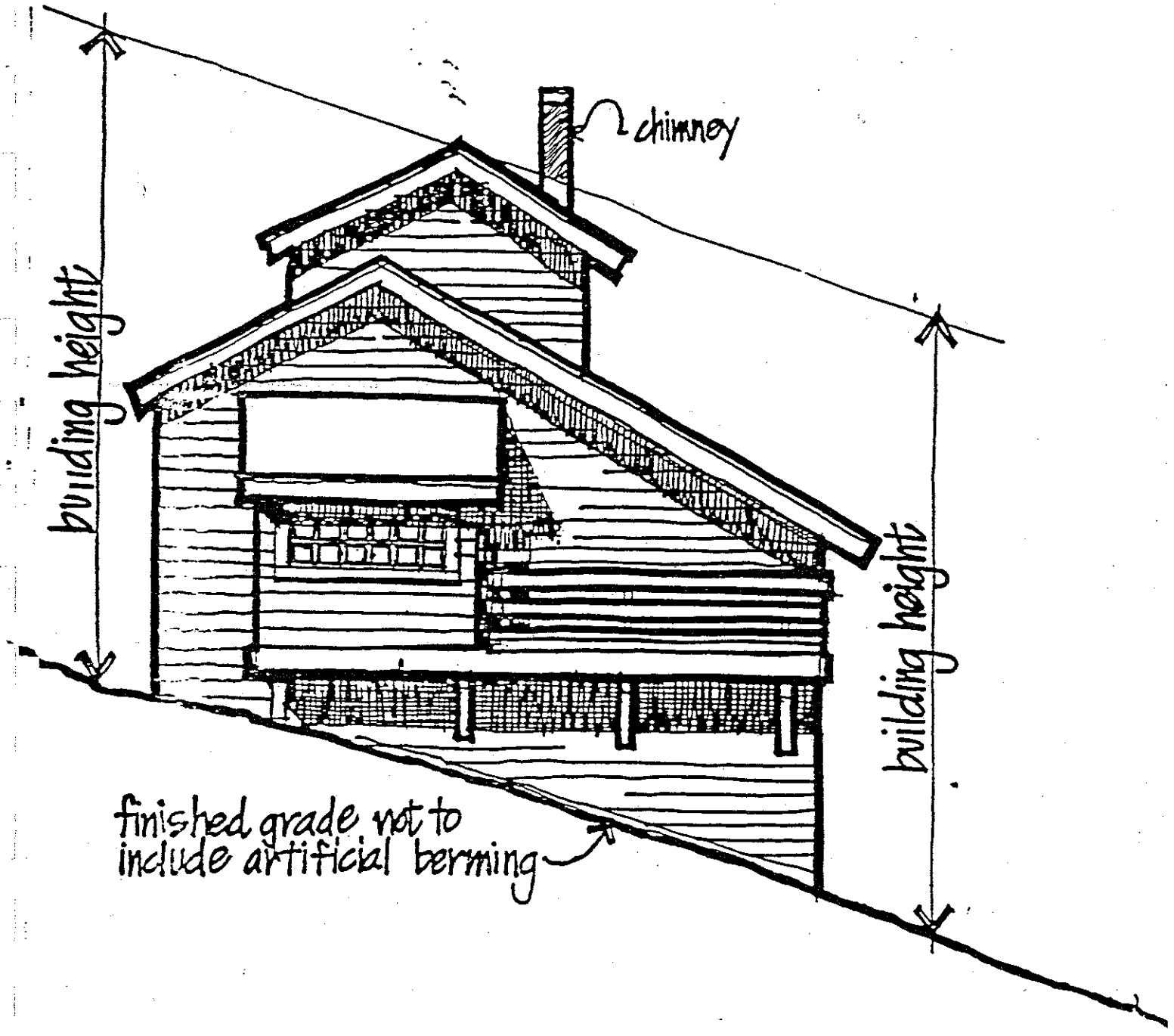
chimney
building height
building height
finished grade not to include artificial berming

PLATE NO. 1

Keystone Design Review Board Application

Do Not Use This Application
Visit www.keystoneneighbourhood.com to submit your application

A Date of Application _____

B Date of DRB Meeting _____

C Type of Review ____New Home ____New Building ____Existing Modification ____Misc.

D Name of Lot Owner _____
Mailing Address _____
Phone _____

E Name of Applicant _____
Mailing Address _____
Phone _____

F Name of Architect _____
Mailing Address _____
Phone _____

G Lot Number(s)/Location _____

H Application Fee (See Attached Schedule) due at the first meeting.

I Refundable Compliance Fee $3,000 (without interest) or two times the application fee, whichever is greater which is due at the completion of the construction document phase, prior to the commencement of construction. Payable to KNC. Minor applications (hot tub install, reroof, etc) will require a refundable deposit of $1,000.

Important Information: All new single family home construction and any proposed exterior improvements must be submitted via application and receive prior review/approval by the Keystone Design Review Board (KDRB) before any construction commences. A non-refundable application fee is required with the submission of an application. The fee covers pre-design meetings with a representative of the KDRB, schematic and preliminary meetings with the KDRB and construction site visits by a representative of the KDRB. Should the applicant desire or should the applicant's proposal not receive final approval from the KDRB and the applicant is required to attend additional meetings, such additional meetings shall require the applicant to pay in advance $100 per KDRB meeting. In order to ensure compliance with the final plans as approved by the KDRB, the applicant is also required to submit a $3,000 refundable, without interest, deposit with the KDRB to pay for additional construction site visits due to failure of the applicant or its agent to comply with the approved final construction plan, the approved final landscaping plan, the construction period rules or other violations of the architectural guidelines and procedures for the property in question. Additional construction site visits deemed necessary by the KDRB shall be charged $100 per construction site visit and shall be withdrawn from the deposit. Additionally, if the KDRB determines that the lot improvements, including any landscaping, as approved by the KDRB is not being or has not been constructed in compliance with the approved final plans or if construction practices are not in compliance with the construction period rules, the KDRB may withdraw from the deposit the necessary funds to correct the improvements, including landscaping, or to correct any construction period violation. Final written approval by the KDRB for the application is valid for one year from the date of the approval letter. If the project is not started within the one-year approval time frame the applicant must re-apply and pay again the same fees as noted above. **Please refer to the Architectural Guidelines specific to the location listed in item G for any additional information and/or requirements.**

I have read the above important information and will comply with the Architectural Guidelines specific to the location specified in item G, application fees and construction compliance deposit regulations.

Owner's Signature _____ Date_____
(Applications will not be processed without the owner's signature)

Keystone Neighbourhood Company
140 Ida Belle Drive Suite F-4
Keystone, CO 80435
800.919.0038

Keystone Design Review Application Fees

Fees are calculated per gross square footage or the sum of all floors of all buildings measured from the outside of the framing walls, including but not limited to lofts, halls, habitable attics, bathrooms, closets and finished or unfinished basements including mechanical areas and garages.

Square Footage	Total Fees
0 - 5,000	$3,000
5,001 - 10,000	$4,000
10,001 - 25,000	$5,000
25,001 - 50,000	$8,000
50,001 - 100,000	$10,000
100,001 and higher	$20,000

****Do not use this fee schedule****
Visit www.keystoneneighbourhood.com for current fee schedule and application

Miscellaneous Fees

Exterior Modifications without design changes	$100	
Exterior Modifications with design changes. Cost under $50,000	$500	
Exterior Modifications with design changes. Cost over $50,000	$1,000	
Modifications to approved plans	$200	
Appeals	$250	
Refundable Compliance Deposit	$6,000	Minimum or two times the application fee whichever is greater.
or;	$1,000	For Minor applications such as hot tub install, reroof, etc. Checks payable to KNC

Review Fees include:

- Orientation Materials
- Orientation meeting at Boards discretion
- 2-Schematic Design Reviews
- 2-Preliminary Design Review
- 1-Contract Document Reviews
- 1-Pre-Construction Site Meeting
- 3-Construction Period Reviews as needed
- Project Completion Review