

**RIVER'S RUN AT CRYSTAL LAKE
HOMEOWNERS ASSOCIATION**

DESIGN GUIDELINES

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ARTICLE 1
DESIGN GUIDELINES APPLICATION

1.1 Introduction

These Design Guidelines are promulgated pursuant to the Declaration and Agreement Creating Covenants, Conditions, Restrictions and Easements for River's Run at Crystal Lake (the "**Declaration**"). Initially capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Declaration. To the extent of any inconsistency between these Design Guidelines and the Declaration, the Declaration shall control. These Design Guidelines have been adopted by the Design Review Committee (the "**DRC**") to provide guidance for all new construction, alterations, changes or improvements to any lot or home exterior, and for the maintenance of all lots and home exteriors in the River's Run at Crystal Lake community (the "**Community**"). These Design Guidelines are intended to promote and maintain a harmonious and high quality community for the residents of the Community.

Members of the DRC are appointed in accordance with the provisions of the Declaration. The Declaration is specific and detailed in some areas, but requires the exercise of good faith judgment in other areas. These Design Guidelines are provided to assist homeowners in those areas that are most frequently considered by the DRC.

1.2 Design Review Committee

Need Declarant to be DRC until it has sold seven (7) lots. The Declaration provides for the DRC to be composed of three or five members. The purpose of the DRC is to promulgate and uphold the Design Guidelines and to review all applications for any Improvements to homes or property in the Community, including the initial construction of homes.

1.3 Design Review Procedure

The DRC shall meet periodically to review submittals from Owners. If the DRC fails to approve or deny any submittal within 30 days, the application shall be deemed rejected. All plans require the approval of a majority of members of the DRC. All submittals shall set forth in detail that matter for which approval is being requested together with two copies of plans for such approval prepared by a licensed architect or engineer as applicable, all of which must be submitted to the DRC along with the current DRC review fee. This fee is currently set at \$50.00 per submittal, however, it may be changed without prior notice. Each copy of the plans should include without limitation all details and dimensions including distances from property lines building materials and colors. All requests should include a beginning and completion date. One copy will be returned to the Owner, and one will be retained for the DRC files.

1.4 Enforcement

The DRC may require an offender or Owner to remove any Improvements constructed, reconstructed, finished, altered or maintained in violation of the DRC's approval. Owner shall be notified in writing of any violation, and given a reasonable amount of time in which to correct such violation or obtain DRC approval for the violation. If Owner fails to remove the Improvement and the DRC or the Association does so then, Owner shall reimburse the

Association for all expenses incurred by the Association or by the DRC in connection with the removal, repair, or correction of any violation of these Design Guidelines. If the Owner fails to reimburse the DRC and/or the Association, the terms of the covenants pertaining to Association rights in the event of nonpayment by an Owner may be exercised by the DRC or the Association.

1.5 Exemptions

The following types of changes, additions or alterations do not require the approval of the DRC. Although exempt from review by the DRC, all work must proceed in accordance with all laws, state and local codes, ordinances and regulations having jurisdiction at the site.

(a) Addition of vegetation to a property in accordance with a previously approved landscape plan.

(b) Modifications to the interior of a structure when those modifications do not materially affect the outside appearance of the structure.

(c) Repainting and/or restaining in original colors.

(d) Repairs to a structure in accordance with previously approved plans and specifications.

(e) Seasonal decorations if removed promptly (within 15 days following the holiday).

1.6 Variances and DRC Discretionary Powers

These Design Guidelines are intended to provide guidance to Owners in the preparation of plans and submittals for DRC review. The DRC shall have complete and absolute discretion to review and approve or reject any such plans and submittals regardless of whether such plans and submittals comply with these Design Guidelines. Specifically, the DRC may approve plans and submittals which do not comply with these Design Guidelines, reject plans and submittals which comply with these Design Guidelines, and waive the requirements of these Design Guidelines in whole or in part. The review is solely for the DRC and no representation or warranty is made directly or indirectly that any submittal or plans comply with applicable laws, rules or regulations of any governmental entity nor is it a representation or warranty of fitness for any particular purpose.

ARTICLE 2

HOMES: CONSTRUCTION, ADDITIONS, REPAIRS AND MODIFICATIONS

All plans must be submitted to the DRC for approval prior to commencement of any work. The initial plans for construction of home should consider the requirements set forth herein. A major criteria for the evaluation of any addition or alteration is harmony of external design with the existing home. All additions should conform with the original architecture and be constructed of the same building materials. The goal is an addition that appears to be a part of the original home or structure.

2.1 Initial Construction Requirements

The home shall have a minimum of 2,500 square feet of finished living area, exclusive of any basement area, porches or decks and garages. The home shall have a maximum height of 35 feet above the highest grade existing adjacent to the home prior to excavation. No Outbuilding on the Lot shall exceed the height of the home. Each home shall include a minimum two-car garage with additional parking for a minimum of three cars. All Improvements, except driveway cuts as specifically permitted herein shall be built within the building envelopes per the Plat. All homes and associated structures and facilities including garages, septic systems and driveways shall be completed within eighteen (18) months of DRC approval, unless an extension is obtained from DRC. All other Improvements must be completed within sixty (60) days of DRC approval, unless an extension is obtained.

2.2 Materials and Colors

(a) Only masonry or stucco are permitted for use on home exteriors. Other sidings or materials are subject to the sole discretion of DRC based upon both appearance and fire safety.

(b) Metal, plastic or vinyl products are prohibited, with the exception of window frames or for other common and incidental uses, such as flashing.

(c) Window casements shall be vinyl clad, anodized brown finish aluminum or wood and thermo-pane.

(d) The approved roofing material is metal. All metal roofs shall be shades of forest green as approved by the DRC. Ceramic or concrete tiles may be considered on a case-by-case basis.

(e) Establishing acceptable colors for residences is a highly subjective process. However, color has a definite impact on the harmony of the neighborhood. Recognizing the difficulty involved in setting standards on this subject, the DRC will allow some latitude in selecting house colors, while reserving the right to prohibit any house color, in its discretion.

(i) Permissible colors include the original construction palette, i.e., natural or earth-tone colors. Extreme colors (particularly bright tones) are prohibited.

(ii) The DRC requires a sample or chip of the color/stain for review upon submittal of a request.

(f) Use of the following materials is prohibited:

(i) Metal as a building skin

(ii) Painted concrete

(iii) Mirrored glass or very dark glass

- (iv) Exposed cinder block

2.3 Plans

A plan to construct an addition or change of any structure on any Lot must be approved by the DRC prior to commencement of construction. The plan must include the location of the structure addition, improvement, or alteration on the Lot, dimensions, the materials to be used, and color samples and such additional material samples (as requested by the DRC).

2.4 Detached Decks

(a) Detached decks are not considered separate buildings. Roofs or covers over detached decks should conform and blend with the homes in the area.

(b) The decking boards of a detached deck should conform to existing surface grades.

2.5 Living Space Additions

(a) The structure, addition or alteration may not encroach outside the building envelope or any easement.

(b) Roofing materials for all structures must match. The pitch of any new roof must match that of the existing structure.

(c) Masonry and stucco or previously approved siding must be consistent with that of the home.

(d) The style of the windows and doors must closely match those of the home.

(e) Colors of paint, stucco or masonry material must match that of the home.

2.6 Decks and Patios

(a) Covered decks and patios may not encroach into any easement, nor extend beyond the building envelope.

(b) Decks shall be constructed of wood and stained to match or harmonize with the color of the home or may be constructed of a fire safe wood substitute, a sample of which must be approved by the DRC in its sole discretion.

(c) Patios must be constructed of concrete, paving brick, stone or similar weather-resistant material.

(d) Roofs over decks or patios shall conform to the same guidelines as apply to living space additions (see Section 2.5 above). The roof material must match that of the home, and pitch of the deck or patio roof must be consistent with the pitch of the roof on the residence.

2.7 Sunshades, Awnings, and Storm Doors

Plans for all proposed sunshades, arbors, awnings, and storm doors must be submitted to the DRC for approval. These items should blend with the existing and surrounding structures.

2.8 Stucco or Masonry

(a) The use of stucco or masonry is an approved building material subject to approval of samples including color.

(b) Metal and vinyl siding is prohibited. All other siding is subject to the DRC's approval in its sole discretion.

2.9 Roofing

(a) Re-roofing of a residence in something other than the original roofing material must be pre-approved by the DRC.

(b) Vinyl and flammable roofing materials are prohibited.

2.10 Skylights

Proposals for skylights will be reviewed on a case-by-case basis, taking into consideration the symmetry, size, shape, quantity, color, and positioning. Where skylights are installed, the frame of the skylight shall harmonize with the roof material and all flashing shall be painted to blend in with the roof.

2.11 Fire Protection

Pursuant to the Plat, if applicable, each home shall be built with a fire protection sprinkler system with an external supply fitting.

ARTICLE 3 DRIVEWAYS

3.1 Materials

Driveway material must be concrete or asphalt. No other materials are acceptable.

3.2 Parking

Vehicles may not be parked in, on or adjacent to roads and may park on designated areas of driveway as shown on the plans and approved by the DRC. All driveways must contain a turn around area.

ARTICLE 4
LANDSCAPING

4.1 Requirements

All natural surface areas disturbed by construction shall be landscaped in native grasses and trees no later than six (6) months or one (1) growing season following the closing of the purchase of the property, whichever is earlier. Minimal landscaping requirements include natural grasses and trees. In the landscaping of home sites, homeowners are encouraged to utilize plant materials, irrigation systems, and maintenance practices that conserve water and comply with Article 13.

(i) All portions of a home site not covered by house, driveway, patios, sidewalks, etc., shall be landscaped in the areas natural condition. This landscaping shall be done in accordance with a landscape plan that has been approved by the DRC. Any changes to grade or elevation also require DRC approval.

(b) Landscaping material may not be placed in a manner that will change the direction of the flow of drainage channels, or obstruct or retard the flow of water through drainage channels within drainage easements.

(c) If nighttime watering is planned, low-noise sprinkler heads are required.

(d) Landscape plans should be scaled to reflect the house, patio, porch and/or deck dimensions, including lot boundaries and easements.

(e) Landscape plans should be scaled to reflect the mature size of trees and shrubs.

(f) Landscape plans should include a listing or legend that describes the type and/or name of all materials and trees/shrubs/plants that will be used.

(g) Crushed rock must be of a neutral color. The type and size of the rock used by be approved by the DRC.

(h) Rock or stone walls will be constructed of dry or mortar laid granite or moss rock, in colors compatible with neutral rocks present in the surrounding area. Commercially available masonry retaining structures must be of a neutral color, compatible with the natural surroundings.

(i) Wood mulch must be of a neutral color.

(j) Timber walls, including new or old creosote-treated railroad ties, are strictly prohibited.

4.2 Water Features

The use of water features, unnatural or non-living objects, or other ornamentation in the landscape is generally discouraged, particularly in front or side yards visible from adjacent properties or roads. Such ornamentation includes driftwood, animal skulls, wagon wheels, sculpture (flamingos, deer, cherubs, etc.). However, tasteful features or objects that do not detract from the goal of promoting a harmonious and high quality community may be submitted to the DRC for approval and will be reviewed on a case-by-case basis.

4.3 Landscaping Considerations

(a) The DRC realizes that during the installation of a landscape that certain materials are often staged in the street until proper placement. This can include rock, bark, plant materials, equipment, etc. The DRC asks that homeowners consider traffic safety prior to dumping material or parking any equipment in the street, and that they limit the amount of time for storage of said items to a maximum of seven (7) days.

(b) Landscaping additions, including plant materials, irrigation systems, walls, patios, etc., that were not a part of the initial approved landscape plan, must be submitted for separate DRC approval.

ARTICLE 5 LANDSCAPE MAINTENANCE

5.1 Maintenance

(a) All landscaping must be maintained in a clean and attractive manner free of trash and weeds. Established rock and mulch areas should be replenished as needed.

(b) No weeds, rubbish, debris, objects or materials of any kind, plants or seeds infected with noxious insects or plant diseases, shall be placed, grown or permitted to remain on any lot.

(c) Natural grass areas should be properly maintained and trimmed so as not to exceed twelve inches in height.

(d) Lots may not be used as dumping grounds for rubbish, grass clippings, trash, garbage or other waste. Neat, well-maintained compost bins will be allowed if constructed of wood or plastic. No chicken wire or chain-link metal constructed compost bins will be allowed.

(e) Dead plant material (trees, shrubs, grass) shall be removed and replaced as soon as possible.

ARTICLE 6
FENCES, LANDSCAPING WALLS, AND DOG RUNS

A plan to construct or alter any fence, landscaping wall, or dog run must be approved by the DRC prior to construction. The plan must include the proposed location of the fencing or wall on the lot, and must conform with the approved "Three Rail Fence" detail for the community, attached as Exhibit A. All fences or walls must meet all applicable building code requirements. No fences shall be constructed in areas outside of the building envelope, except as set forth in Section 6.1.

6.1 Gates

(a) Privacy gates and associated fences may be installed at the driveway entrance. No gate may impede existing rights of access or easements. The exact design, location security features, materials and appearance of the gate and associated fencing must be approved by the DRC.

(b) No gate or fence shall inhibit the vision of drivers at street corners, or compromise the safety of drivers backing out of driveways.

(c) No gate or fence shall be allowed to interfere with the installation and maintenance of utilities in the easements and shall provide additional access points for pedestrian and emergency access.

(d) No gate or fence shall impede or change the direction of drainage channels in any drainage easements.

(e) All gates and fences must comply with existing easements and rights of way.

6.2 Materials

(a) Only open-rail style fences and gates are permitted in the Community.

(b) "Radio" type invisible fences are permitted, but shall be within the building envelope.

(c) Electric, above-ground, "shock-type" fences (AC or DC current) are prohibited.

6.3 Maintenance

(a) All gates and fences shall be maintained in good repair and appearance.

(b) Unless a new plan has been submitted and approved, gate or fence all materials shall only be replaced or repaired with the materials originally approved.

(c) Fences must remain their natural color or may be stained with a natural color. A sample of the materials with the stain must be submitted to the DRC for approval.

ARTICLE 7 EXTERIOR LIGHTING

7.1 Lighting

All exterior lighting, whether ground or building-mounted, requires DRC approval, and shall be indirect and minimize the impact on the natural surroundings.

ARTICLE 8 SWIMMING POOLS AND HOT TUBS

8.1 Pool Approval

The installation of swimming pools or hot tubs will be reviewed on a case-by-case basis, taking into account the compatibility of materials with the home, the overall size and shape of the finished installation, its proximity to existing structures, easements, and setbacks. Additionally, the provisions for screening and landscaping and the visual impact that such installations may have on neighboring properties will be evaluated.

8.2 Pool Compliance

All swimming pools and hot tubs must meet all applicable state or local water usage requirements building code requirements and the provisions of Article 13. Installation of pools shall limit the availability of irrigation under the Augmentation Plan as applicable.

ARTICLE 9 PLAY EQUIPMENT

9.1 Play Equipment

Installation of play equipment, such as basketball hoops, or swing and slide sets, requires DRC approval, including colors. Play equipment must be in scale with the yard of the home and be placed in the back yard. Approved play equipment must be maintained in an attractive manner. All basketball backboards must be approved by the DRC. White, clear, or the trim color of the house are the preferred colors. Approved basketball backboards must be maintained in good condition. The use of portable basketball backboards (those not attached permanently to a structure) is encouraged.

ARTICLE 10 MISCELLANEOUS STRUCTURES

10.1 Mechanical Equipment

All exterior mechanical equipment such as air conditioners, heating equipment, and solar panels, shall be incorporated into the overall form of the dwelling or be enclosed by a structure

or landscaping that makes it compatible with the neighborhood. Under no circumstances shall these items be roof or window mounted, or located in such a way that they are unsightly from neighboring properties or public streets. Any attic ventilation equipment that is installed should not have a visual impact on the roof or eaves. The exhaust portals should be concealed as much as possible and be painted to match the existing vents. Plans for all exterior mechanical equipment must be submitted to the DRC for approval.

10.2 Antennas

Exterior radio or satellite television dish antennas, aerials, or other reception/ receiver devices must be ground-mounted in the rear yards of homes, or mounted on the rear of structures in such a way as to minimize their visibility from the front of the home. Satellite dish antennas mounted on the back of a home should be painted the same color as that of the home.

10.3 Other Structures

The right to install any structures or improvements of any kind or nature not otherwise specifically referenced herein (exclusive of improvements to the interior of a home) shall be subject to submittal process set forth herein and the prior review and approval of the DRC which may be given or withheld in its sole discretion including without limitation wood storage sheds, dog runs, flag poles, sport courts or any other type of structure or improvements. Notwithstanding the above, clotheslines and similar structures are prohibited.

ARTICLE 11 SIGNS

11.1 Signs

No signs of any kind shall be displayed on any lot, without the written approval of the DRC, and are subject to the following guidelines:

- (a) Only one "For Sale" or "Open House" sign will be allowed on the property being offered for sale.
- (b) Signs in support of candidates for public office or for other ballot issues are permitted on individual lots, but should be removed within three (3) days following the election.
- (c) No flashing or moving signs are permitted.
- (d) The DRC encourages holiday decorations that make the neighborhood appear friendly and festive. However, the materials should be removed within 15 days after the conclusion of the holiday.

ARTICLE 12
PROCESS FOR ADDITIONS OR DELETIONS TO THE GUIDELINES

12.1 Process

Suggestions for additions or deletions to the Design Guidelines may be made to the DRC. All such suggestions should be made in writing. The DRC shall within _____ (__) days of submission thereof (i) accept such suggestion, (ii) amend such revision, (iii) reject same or (iv) submit such suggestion to the Association for review and comment by the Owners. The DRC shall be bound by a vote of seventy percent (70%) of the members of the Association.

ARTICLE 13
WATER

13.1 Compliance with Plans

Each Owner shall at all times comply with the applicable Plan for Augmentation and Exchange Right pursuant to the Water Court Decree adopted on October 31, 2003, pursuant to Case No. 2003CW092 (the "**Augmentation Plan**"), as same may be amended or supplemented, exempting therefrom only Parcel B which is not subject to such plan.

13.2 Annual Inventory

Each Owner shall obtain a copy of the Augmentation Plan and shall cooperate with the Association (or its representative) in order to timely and fully complete the annual inventory required thereunder.

13.3 Application

Each Owner shall, as applicant under the Augmentation Plan, fulfill all requirements of each applicant in a timely manner.

13.4 Indemnity

Each Owner shall indemnify the DRC, the Association and each other Owner from and against any and all claims, expense and damages arising from or related to the breach by such Owner of the provisions of this Article 13, including attorneys' fees and costs.

ARTICLE 14
FIRE AND WILDLIFE

14.1 Compliance

Each Owner shall be responsible for compliance with applicable laws, rules or regulations of any kind or nature of any governmental entity pertaining to fire mitigation and wildlife.

14.2 Additional Requirements

The DRC may impose such additional rules, regulations and requirements pertaining to fire mitigation and wildlife; however, in no event may the DRC impose any rules, regulations and/or requirements that conflict with applicable laws and to the extent there is a conflict, such portion of the regulation, rule or requirement is deemed waived. Any Owner that has knowledge of a conflict shall promptly notify the DRC in writing of such conflict, specifying the conflict.

ARTICLE 15 GOVERNANCE

15.1 Declarant

The Declarant shall have the sole right to act as the DRC or appoint the members of the DRC until the Association, pursuant to the Declaration, has the right to appointment.

15.2 Removal

Any member of the DRC appointed by the Declarant may be removed by the Declarant at any time with or without cause.

15.3 Liability

Neither the Declarant, the Association nor any member of the DRC shall have any liability of any kind or nature to any Owner or any entity or person arising directly or indirectly therefrom, including any approvals or disapprovals, unless such liability arose due solely to the gross negligence of such person or entity. In no event shall the Declarant, the Association or any member of the DRC have joint liability for the gross negligence of any other person or entity.

15.4 Indemnity

The Association shall indemnify and hold the Declarant, and each member of the DRC harmless from any claims, expenses, liability or damages, including attorneys' fees, unless caused solely by such indemnified party's gross negligence, arising directly or indirectly therefrom.

ARTICLE 16 TERM

16.1 Term

These Design Guidelines shall terminate on the date which is twenty-five (25) years from the date of recording of the Declaration.

16.2 Extension

The Design Guidelines shall automatically extend for periods not to exceed five (5) years for each extension unless the Association terminates the Design Guidelines by written

termination executed by not less than _____ (___) Owners and recorded with the Clerk and Recorder of Jefferson County at least _____ (___) days prior to the date of expiration of the Design Guidelines' original term or extended term as applicable, time being of the essence.

16.3 Amendment

Nothing herein shall prohibit the Declarant or Association from amending, restating or redacting or expanding the real property to which such Design Guidelines pertain.