

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
AND  
DESIGN GUIDELINES  
FOR**

**CREEKSIDE FIFTH FILING**

INDEX

**CREEKSIDE FIFTH FILING**

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COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CREEKSIDE FIFTH FILING  
Longmont, Boulder County, Colorado

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**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
CREEKSIDE FIFTH FILING  
CITY OF LONGMONT, BOULDER COUNTY, COLORADO**

1. **DECLARANT.** The declarant in this "Declaration of Covenants, Conditions and Restrictions" is CREEKSIDE III LIMITED LIABILITY COMPANY, hereinafter referred to as "Declarant".

2. **RECITALS.** Declarant is the Owner of property (the "Property") in Longmont, Boulder County, Colorado more particularly described as follows:

Creekside Fifth Filing according to the Plat recorded as Plan File R 39-2-28 in the office of the County Clerk and Recorder of Boulder County, Colorado, consisting of the following:

<u>BLOCK</u>	<u>LOTS</u>
1	1 through 8
2	1 through 7

Declarant desires and intends to sell or transfer Lots in the property described above and to impose upon said Lots mutually beneficial covenants, conditions and restrictions under a general plan of improvement and development to enhance the value, desirability, attractiveness and salability of such Lots and for the benefit of all the Lots. Declarant may, in the future, desire to extend this Declaration to other property adjacent to or near the Property by addendum hereto.

Therefore, the Declarant hereby declares that all of the Lots included in the Property, and all property subsequently made subject to this Declaration by addendum hereto, shall be held, sold, conveyed, used, improved, occupied and resided upon in conformity with and subject to the following covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of and which shall run with, all the Property, and be binding on and inure to the benefit of all parties having any right, title or interest in any of the Property, or any part thereof, their heirs, successors and assigns.

3. **DEFINITIONS.**

3.1 "Declarant" shall mean and refer to the entity referred to in paragraph 1.

3.2 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.



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3.3 "Property" and "Properties" shall mean and refer to all of Creekside Fifth Filing, according to the recorded plats thereof and any additional land which may be subjected to this Declaration under the provisions of paragraph 4 below.

3.4 "Lot" shall mean and refer to any plot of land identified as such and shown upon a recorded subdivision plat of the Properties (as defined in paragraph 3.3), with the express exception of any plot of land identified as an "outlot".

3.5 "Outlot" shall mean and refer to any plot of land identified as an "outlot" on the recorded subdivision plat.

3.6 "Common Area" shall mean and refer to those areas of land, designated on a recorded subdivision plat of the properties as common area, open space, outlot, or similar designation, intended to be owned by or leased by the homeowners association for the benefit of and/or devoted to the common use and enjoyment of the Owners of the Lots.

3.7 "Committee" shall mean and refer to the Architectural Control Committee, Creekside Fifth Filing, more particularly described in paragraph 6 below.

3.8 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Creekside.

3.9 "Design Guidelines" shall mean and refer to the Design Guidelines attached as Exhibit A, or as amended pursuant to paragraph 13.

3.10 "Homeowners' Association" and/or "Association" shall mean and refer to the Creekside I Homeowners' Association.

#### 4. ADDITIONAL PROPERTY.

4.1 Additions by Declarant. The Declarant, its successors and assigns, hereby reserve the right, in its sole discretion, to extend the operation and effect of this Declaration to other property adjacent to or near the original Property. Any extension authorized under this paragraph 4.1 shall be made by recording in the office of the Clerk and Recorder of Boulder County, Colorado, an addendum to this Declaration, which need be executed only by the Declarant and the Owner of such additional land if Declarant is not the Owner thereof. Any addition authorized by this paragraph 4.1 shall not require the approval of the Homeowners' Association.

4.2 Additions by Other Landowners. Other landowners who desire to subject their land to the operation of this Declaration may do so after first obtaining the written approval of the Homeowners' Association. The Association shall approve of the proposed addition at a regular or special meeting of the members of the Association at which a quorum is present, by a majority of the total votes cast. In the event the Homeowners' Association approves of the proposed addition, the Association and the



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landowner shall execute an addendum to this Declaration which shall be recorded in the office of the Clerk and Recorder of Boulder County, Colorado.

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4.3 **Addendum to the Declaration.** Any addendum to this Declaration authorized under paragraph 4.1 or paragraph 4.2 above shall describe the additional land and shall state that such land is subject to this Declaration. Any authorized supplement to this Declaration may contain such complimentary additions and modifications of the covenants, conditions and restrictions contained herein as may be necessary to reflect the different character, if any, of the additional property, provided they are not inconsistent with this Declaration.

5. **HOMEOWNERS' ASSOCIATION.** The property in Creekside Fifth Filing shall be governed by the currently existing homeowner's association, Creekside I Homeowner's Association. The lots shall be subject to this Declaration of Covenants, Conditions and Restrictions as administered by that Association and shall have separate Design Guidelines and a distinct and separate Architectural Control Committee to administer them. If the Homeowner's Association does not accept this Property as an addition to the Association, the Owners shall immediately form a separate Homeowner's Association substantially similar to Creekside I Homeowner's Association to serve as the Association for the Properties.

5.1 **Membership.** Each Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

5.2 **Classes of Voting Membership and Voting Rights** The Association shall have two classes of voting membership:

a. **Class A.** Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. If more than one person or legal entity holds an interest in any Lot, the vote for such Lot shall be cast in the manner provided for in the Articles of Incorporation of the Association, or as the several Owners may determine, but in no event shall more than one vote be cast with respect to any Lot.

b. **Class B.** The Class B member shall be the Declarant, as defined in Paragraph 3.1. The Class B member shall be entitled to four votes for each Lot owned by it. The Class B membership shall cease and be converted to Class A membership, at such time as the Class B member voluntarily converts it's Class B membership to Class A membership in the Association.

## 6. **ARCHITECTURAL CONTROL**

6.1 **Architectural Control Committee.** There is hereby established a separate and distinct Architectural Control Committee (the "Committee") for Creekside Fifth Filing composed of three persons. All of the members of the Committee shall be appointed by Declarant so long as the Declarant retains its Class B membership in the Association.





Upon termination of the Declarant's Class B membership, the members of the Committee shall be appointed by the Board of Directors of the Association, provided, however, that at least two of the members shall be lot owners in Creekside Fifth Filing. As long as this Declaration remains in full force and effect, the Committee shall be constituted and shall perform the duties imposed on it hereby. The decision of a majority of the Committee members shall be the decision of the Committee. The Committee may designate a representative to act on its behalf and may employ consultants to assist in the performance of its functions. Committee members shall be entitled to compensation for services performed pursuant to this Declaration. The Committee shall have the right to impose a reasonable fee for the committees review of plans and specifications submitted to it for approval in accordance with the provisions of this Declaration.

6.2 **Design Guidelines.** No dwelling or other improvements shall be constructed, erected, placed, maintained or permitted on any Lot or on the Common Area, nor shall any construction or excavation be commenced unless and until plans and specifications with respect thereto have been submitted to and approved in writing by the Architectural Control Committee in accordance with the Design Guidelines set forth in Exhibit A attached hereto and incorporated herein by reference. The Design Guidelines shall govern the review and approval process and shall apply to each and every Lot subject to this Declaration.

6.3 **Liability and Enforcement.** Neither the Committee nor the Declarant, nor their respective successors or assigns, shall be liable in damages to anyone submitting plans to the Committee for approval, or to any Owner affected by this Declaration, by reason of a mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans and/or specifications. Every Owner or other person who submits plans to the Committee agrees, by submission of such plans and specifications, that he will not bring any action or suit against the Committee, its members, representatives or consultants, or the Declarant to recover any such damages. Approval by the Committee shall not be deemed to constitute compliance with the requirements of any building codes and it shall be the responsibility of the Owner or the person submitting plans to the Committee to insure compliance therewith. Until termination of its Class B membership in the Association, the Declarant, in its own name and on behalf of the Committee, shall have the right to enforce the provisions of this paragraph 6. Thereafter, the Association, in its own name and on behalf of the Committee shall have the right to enforce the provisions of this paragraph 6.

6.4 **Maintenance of Fence and Sign Easement Property.**

a. **Owners Obligations.** Owners whose property is subject to an easement for a Subdivision Sign and/or Perimeter Fence agree to install landscaping in accordance with an approved plan pursuant to paragraph 6.2 and to provide sprinkler or drip irrigation on both the Easement Property and between such property and public rights of way or publicly owned property. Such Owners



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further agree to maintain the Easement Property located within the Perimeter Fence in accordance with these Covenants and Design Guidelines.

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b. **Homeowners' Association Obligations.** The Association shall maintain, repair, replace, and reconstruct the Perimeter Fence and Neighborhood Signs. The Association shall also maintain Easement Property located outside the Perimeter Fence in accordance with these Covenants and Design Guidelines.

## 7. ASSESSMENTS.

7.1 **Covenant for Assessments.** The Declarant and each Owner of any Lot, by acceptance of a deed therefore, hereby covenants and agrees to pay the assessments imposed by the Board of Directors of the Association in accordance with the terms of this Declaration. The annual assessment may be divided into 12 equal monthly payments, and assessed to all members accordingly as deemed necessary by the Homeowner's Association.

7.2 **Purpose and Use of Annual Assessment.** The assessments and charges levied by the Association shall be used exclusively for promoting the recreation, health, safety and welfare of the residents of the property and in particular for the improvement, operation and maintenance of the Common Area and for the conduct of the Association's business and fulfillment of the Association's rights and obligations. The annual assessment made by the Association shall be based on the aggregate cash requirement of the Association as determined by the Board of Directors. The purpose of the annual assessment is to provide for the payment of all expenses incurred by the Association. This sum may include, among other things, the following: expenses of management; insurance premiums, including fire insurance with extended coverage, vandalism and malicious mischief insurance with endorsement attached issued in the amount of the maximum replacement value of all of the property owned by the Association or for which it is responsible, casualty and public liability insurance; construction of improvements or other facilities; landscaping and ground care expenses; common lighting; repairs and renovations; wages; utility charges; legal and accounting fees; expenses and liabilities incurred by the Board of Directors under or by reason of this Declaration; the payment of any deficit remaining from a previous period; the creation of a reasonable contingency or other reserve or surplus fund; the cost of improvements authorized by the Board of Directors; as well as other costs and expenses relating to the property or other facilities owned by, leased by or under the control of the Association. The omission or failure of the Board to fix the assessments for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay the assessments when they are made. The annual assessment shall be fixed at a uniform rate for all Lots except those Lots owned by the Association, which shall be exempt from assessment, and except those Lots leased by the Association, the assessment of which shall be governed by the terms of the Lease. The Board of Directors of the Association shall prepare and deliver or mail to each member an itemized statement showing the receipts and disbursements of the Association for the previous calendar year and an itemized budget of the estimated cash requirements and projected disbursement of the Association for the



following calendar year. The Board of Directors shall notify each member of the amount and due date of the annual assessment. The annual assessment shall be prorated if the ownership of a Lot commences on a day other than the first day of an assessment.

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7.3 **Special Assessments.** In addition to the annual assessments authorized above, the Board of Directors of the Association may levy, from time to time, a special assessment for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of any capital improvements located on any Common Area, including fixtures and personal property related thereto, or to provide for costs incurred by the association by virtue of unforeseen emergencies. Special assessments may also be assessed against specific lots to recover costs incurred by the Association in curing an Owner's violation of these Covenants.

7.4 **Lien for Nonpayment of Assessments.** All sums assessed but unpaid for the expenses chargeable to any Lot, including interest thereon as fixed by the Board of Directors of the Association (but not to exceed 18 percent per annum) shall constitute a lien on such Lot superior to all other liens and encumbrances except:

- a. Tax and special assessment liens in favor of any governmental, quasi-governmental or statutorily authorized assessing authority; and
- b. All sums unpaid on a first mortgage or first Deed of Trust of record, including additional advances made thereon prior to attachment of the assessment lien. The sale or transfer of any Lot pursuant to a Deed of Trust foreclosure or any proceeding in lieu thereof shall not relieve the Owner from liability for any assessments due prior thereto or thereafter becoming due during the period of foreclosure.
- c. To evidence such lien, the Board of Directors of the Association may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. The notice of lien shall be signed by the Treasurer of the Association or by one of the members of the Board of Directors and may be recorded in the office of the Clerk and Recorder of the County of Boulder, State of Colorado. A lien for unpaid assessments shall attach on the date of default in payment of the assessment, and may be enforced by foreclosure on the defaulting Owner's Lot by the Association in a like manner as a mortgage or a Deed of Trust on real property upon the recording of a notice or claim thereof. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorneys' fees. The Association shall have the power to bid on the Lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

7.5 **Personal Liability of Member.** The amount of any annual or special assessment assessed against each Lot, together with the costs and expenses of collection, including attorneys' fees, shall be a personal debt of the Owner or Member arising at the



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time the assessment is made. No Owner or Member may exempt himself from liability for an assessment by abandonment of his Lot, non-use of any Common Area or by any other act other than by lease of his Lot to the Association, in which case the terms of the lease relating to assessment shall govern liability for payment. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by the successor. The Association may sue to recover a money judgment for unpaid assessments without foreclosing or waiving the lien securing the assessment obligation.

**7.6 Payment by Lienholder.** Any person or entity holding a lien on a Lot may pay any unpaid assessment payable with respect to such Lot, and upon payment such person or entity shall have a lien on Lot of the same rank as the lien of his encumbrance for the amount paid.

**7.7 Date of Commencement of Assessments.** The assessments provided for herein shall commence when assessments are imposed by the Board of Directors of the Association. The Board of Directors of the Association shall fix the date of commencement and the amount of the annual assessment against each Lot for each assessment period at least one month in advance of the due date for payment thereof. At the time of assessment, the Board of Directors shall prepare a roster of the Lots and the assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

**8. DURATION OF RESTRICTIONS.** The covenants, conditions and restrictions contained in this Declaration are covenants running with the land and shall remain in full force and effect for twenty-five (25) years from the date hereof, at which time they shall automatically extend for successive periods of ten years each, unless, prior to the expiration of the then current term, a written instrument is executed by the then Owners of seventy-five per cent (75%) of the Lots stating that this Declaration shall expire at the end of the then current term.

**9. BINDING EFFECT.** Each Owner of any Lot, by acceptance of a Deed conveying any of the Lots, shall accept title thereto upon and subject to each and all of the restrictions, conditions, covenants and agreements herein contained, and by acceptance, shall for himself, his heirs, personal representative, successors and assigns, covenant, agree and consent to these Covenants and agrees to keep, observe, comply with and perform said restrictions, conditions, covenants and agreements. These Covenants are intended and imposed for the direct, mutual and reciprocal benefit of each and all of said Lots and the Owners thereof, and to create mutual and equitable servitude upon each of said Lots in favor of each other Lot, and reciprocal rights and obligations and privity of contract and estate between the Grantees of said Lots, and their respective heirs, successors and assigns.

**10. WAIVER.** Any variance, waiver or release of these conditions and restrictions granted by the Committee, or any acquiescence or failure of the Committee to enforce any violation of the conditions and restrictions herein, shall not be deemed to be a waiver of any of the conditions



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and restrictions in any other instance. The Committee may, by its signed written instrument, waive, release or vary any provision of the within protective covenants as they pertain to any part or all of the Lots encumbered, which waiver, release or variance shall be effective as to all parties otherwise entitled to enforce the within protective covenants. No member of the Committee shall have any liability whatsoever to any Owner or other party aggrieved or injured on account of the grant of such release, waiver or variance. In return for such waiver, release or variance, the Committee may impose upon the Owner and the Lot involved such additional or altered covenants as the Committee deems proper and appropriate in the circumstances. Each Owner agrees, by accepting title or any interest in any Lot, that Declarant, its employees or agents, and each member of the Committee, shall be immune from suit or liability in accordance with the foregoing.

11. **SEVERABILITY.** In the event that any one or more of the provisions, conditions, restrictions, limitations and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions, limitations and covenants as herein set forth shall continue unimpaired and in full force and effect.

12. **COMPLIANCE WITH PROVISIONS OF DECLARATION AND RULES OF ASSOCIATION - ENFORCEMENT.** Each Owner and/or Member shall comply strictly with the provisions of this Declaration and the provisions of the Articles of Incorporation and Bylaws of the Association and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure so to comply shall be grounds for an action against the noncomplying Owner or Member to recover sums due and for damages or injunctive relief or both. The Action shall be maintainable by the Board of Directors in the name of the Association on behalf of the Owners or, in a proper case, by an aggrieved Owner. The noncomplying Owner or Member shall pay the reasonable attorneys of the Association or of the aggrieved Owner. Failure by the Association or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

13. **AMENDMENT.** This Declaration may be amended by written amendment approved by the Association executed by its President and attested to by its secretary. The Design Guidelines may be amended with the two-thirds approval of the Architectural Control Committee. Any amendment shall be recorded in the office of the Clerk and Recorder of Boulder County, Colorado.

14. **NUMBER, GENDER AND CAPITALIZATION.** Whenever used herein, unless the context indicates otherwise, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. Words defined in paragraph 3 shall be interpreted as defined, whether capitalized or not, unless the context indicates a different meaning.



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IN WITNESS WHEREOF, the undersigned Declarant has caused this document to be executed by its duly authorized manager this 29<sup>th</sup> day of August, 1997.

DECLARANT:

By Wallace H. Grant  
Wallace H. Grant, Manager  
515 Kimbark Street  
Longmont, Colorado 80501  
(303) 776-9900  
776-6105 (FAX)

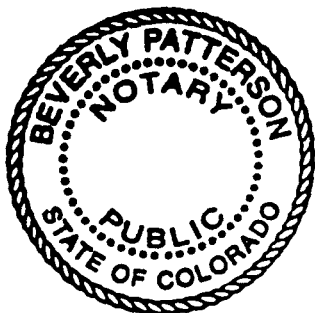
STATE OF COLORADO )  
 ) ss.  
COUNTY OF BOULDER )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of August, 1997, by Wallace H. Grant as Manager of Creekside III Limited Liability Company.

Witness my hand and official seal.

My commission expires: 12/6/2000

Beverly Patterson  
Notary Public



My Commission Expires 12/6/2000

## DESIGN GUIDELINES

### CREEKSIDE FIFTH FILING

Longmont, Boulder County, Colorado

#### 1. PURPOSE:

The goal of these Design Guidelines, and the Architectural Review Procedures, is to ensure development of a consistently high quality and the maintenance of harmonious relationships among structures, vegetation and topographic features, thereby protecting and enhancing the investment and property values of all residents within **CREEKSIDE FIFTH FILING** ("Creekside").

These Guidelines set forth specific criteria regarding residential building construction and site development. They do not supersede, but rather supplement the Covenants, Conditions and Restrictions (CCR's) for Creekside, and any other regulations of the City of Longmont, which may be in effect. Where Design Guidelines and CCR's are in conflict with the City of Longmont Regulations, the more stringent requirements shall apply. The purpose is to establish a standard of quality and to ensure adherence to the general design principals described herein.

2. **DESIGN COMPATIBILITY:** Compatibility is defined as harmony in architectural style, quality of workmanship and similarity in use of materials, fenestration, color and construction details. The proposed constructions shall be compatible with these Guidelines, as approved by the **Architectural Control Committee** ("Committee"). The creation of a distinctive neighborhood identity is one desirable aspect of design compatibility. Within the sense of distinctive community identity, however, innovation and creativity are encouraged.

3. **PROTECTION OF NEIGHBORS:** Proposed construction/improvements shall contain reasonable provisions for surface water drainage, sound and visual buffers and shall further maintain reasonable view corridors from neighboring lots. It should be noted that the developer of Creekside and the Committee do not guarantee a view from each of the individual lots, but acknowledge that where ever feasible, a reasonable view corridor for adjacent lots should be maintained. It shall be the responsibility of the owner proposing construction to demonstrate the "reasonableness" of adjacent view corridors. Owners of adjacent lots are encouraged to work together to determine reasonable view corridors.

#### 4. **DESIGN REVIEW PROCEDURES:**

The following review and approval procedures provide the framework by which the Committee will review, process and approve construction and improvements within Creekside. Plans and specifications shall be submitted to the Committee in accordance with the following procedures.

4.1 **Approval Required:** All non-exempt construction, reconstruction, refinishing or alteration of any part of the exterior of any building or other improvement in Creekside is prohibited until an Owner, or the Owner's designated representative, first obtains written approval as provided herein. All improvements shall be constructed in accordance with approved plans and specifications.

Every violation of these Design Guidelines including, without limitation, any construction,

reconstruction, refinishing or alteration of any improvement or landscaping in Creekside or landscaping without the approval by the Committee or the alteration of any improvements or landscaping in Creekside not in conformance with plans and specifications that have received approval from the Committee, are declared to be and to constitute violation of the Declaration and every remedy allowed by law or in equity against a lot-owner or developer/builder shall be applicable against every said violation.

The Homeowners' Association reserves the right to correct any violation of the declaration after serving the owner or developer/builder written notice. After serving written notice, the Homeowners' Association may contract to correct the violations and back charge the owner, or developer/builder the cost for the correction. If the owner, or developer/builder fails to pay the cost of such corrections in the specified time the Homeowners' Association may file a lien against the property and pursue appropriate foreclosure actions. The owner, developer/builder will be liable for all related costs incurred above and beyond the actual construction costs, including, but not limited to, consultant fees, legal fees, managerial fees and accounting fees.

**4.2      Exemptions:**      The following types of changes, additions or alterations do not require approval of the Committee: (Although exempt from review of the Committee, all work must proceed in accordance with all applicable federal, state and City of Longmont codes, ordinances and regulations and the intent of these Design Guidelines.):

- a.      Addition of vegetation to a property in accordance with a previously approved Landscape Plan.
- b.      The additional of permanent planting materials that do not conform to an approved landscape plan as long as the mature size of the planting does not exceed 24 inches in height, including flowers and vegetable gardens.
- c.      Modifications to the interior of a structure when those modifications do not materially affect the outside appearance of the structure.
- d.      Re-roofing, repainting and/or re-staining within original color tones.
- e.      Repairs to a structure in accordance with previously approved plans and specifications.
- f.      Seasonal decorations if removed within 30 days following the holiday.
- g.      Removal of dead or diseased vegetation shall be done as soon as possible after the discovery of the diseased condition. Such vegetation shall be replaced as soon as possible with materials of similar size and appearance.
- h.      Installation of permanently mounted gas-fired barbecues.



Only those items listed above are exempt from the residential Design Review Process. All other types of residential construction, development, landscaping, site modification, and other such items must comply with the Procedures and Guidelines contained herein.

**4.3      Executive Level Approval:** Certain Design Review Applications are considered to be "minor applications" and can be reviewed on an "executive level" rather than having to go through the full Design Review process. The determination of whether or not an application is "minor" must be made in writing by the person or persons (Committee "Executive") designated by the Committee to make executive level decisions.

Such applications include, but are not limited to, minor non-structural changes to the exterior of a building (i.e., color changes to exterior paint or stain on a structure), temporary signage (including real estate signs), and minor landscaping projects which are not a part of a previously approved landscape plan or specifically exempted above. The Committee executive may, at any time, refer any application to the Committee for approval if they so desire. Minor applications must be in conformance with these Design Guidelines. All structural changes, remodelings and reconfigurations of the architecture and/or landscape architecture shall be reviewed and Committee approval received before work commences.

**4.4      Removal of Nonconforming Improvements:** The Committee may require an offender and/or owner to remove any improvements constructed, reconstructed, finished, altered or maintained in violation of these Guidelines and/or The Committee's approval. The owner thereof shall reimburse the Association for all expenses incurred by the Association or by the Committee in connection therewith.

## **5.      PLAN REVIEW:**

**5.1      Preliminary Concept Review:** Preliminary Concept Review is not required, but Applicants are encouraged to submit a concept sketch plan to the Committee to assist the Committee and the Applicant in assuring that the purpose and intent of these guidelines is met with minimal cost and delay. The contents of the Preliminary Concept Review are recommended to include a minimum of two copies of a sketch and/or plan showing the proposed project in sufficient detail to allow adequate review and response by the Committee. One copy of the preliminary submittal will be retained by the Committee for reference in the final submittal.

**5.2      Plan Review - Submittal Contents:** The purpose of the Plan Review process is to ensure that final plans conform to these guidelines. Any changes from the Preliminary Concept submittal should be brought to the Committee's attention in the letter of transmittal. The contents of the submittal shall include a minimum of four (4) copies of required drawings. Submittal for Final Plan Review shall include the following:

- a. Complete sets of drawings and specifications (as described in Appendix A), suitable for construction and including floor plans and building elevations, which are identical to the documents to be submitted to the City of Longmont

for a building permit. All sets of plans shall contain the Creekside Architectural Control Committee Approval Block, as indicated in Appendix C. Three (3) copies of reviewed documents will be returned to the applicant with appropriate Committee action indicated in the Committee approval block (s). If approved, two of these sets must be used for building permit application. One additional copy of each floor plan and each elevation shall be submitted for use by the Marketing Group.

- b. A foundation and grading plan as required below. Committee review of Foundation Plans is not for engineering review, but is to determine conformance to soils report recommendations. Two copies of the engineer certified (stamped with his or her professional seal) soils report, structural foundation plan and grading plan shall be included in the final submittal. Each item shall identify the responsible engineer, his or her address and phone number, his or her project identification name and/or number and the date of preparation of same. These items do not have to be prepared by the same engineer or engineering firm. Any deviation from soil report recommendations will require approval of appropriate licensed engineer. Lot grading shall be in conformance with the City of Longmont approved "Overlot Grading Plan".
- c. A Letter of Transmittal, noting any deviations from the Preliminary Concept and describing any desired variances from these Guidelines.
- d. Color/Sample Board: Indicating all exterior materials and colors.
- e. Any other information and materials deemed necessary in the judgment of the Committee to ensure compliance with these Design Guidelines or desired by the applicant to help indicate conformance.
- f. Completed Committee Reporting Form for Final Design Review. (See Appendix B).

**5.3      Review Time Table:** The Final Plan Review Submittal shall be made at least ten (10) calendar days prior to applying for a building permit from the City of Longmont. Final Plan Review Approval must be obtained from the Committee prior to applying for a Building Permit from the City of Longmont as required by the Final Plat restrictions, and prior to any construction. If, in the opinion of the Committee, the submittal complies with these Design Guidelines, written approval shall be granted. If the submittal is found not to be in compliance with the Design Guidelines, the Committee shall provide the applicant with a written description of the aspects in which the submittal does not comply. The applicant must then present required revisions to the Committee and follow the same review procedures. **Should modifications be required, approval will be granted only after such changes have been incorporated into the Final Plans.**

**5.4      Changes After Final Review:** There may be occasions when an applicant

desires to make a change during construction which affects the exterior of the Building or Site. When an applicant wishes to make a change which deviates from the plans as approved by the committees, the applicant must submit a written request to the Committee along with three (3) "redlined" sets of plans clearly delineating the proposed change. The Committee shall review and respond to such requests within ten (10) calendar days from the receipt of the request. No changes will be made unless approved in writing by the Committee.

#### **5.5      Construction Period and Project Completion Review:**

An on-going periodic review of the construction of the Project will be undertaken by Committee or its representatives with the purpose of monitoring exterior appearance of the Project and ensuring its conformity to the design and construction documents as approved by the Committee. Any significant deviations, in the opinion of the Committee or its representatives, will be brought to the attention of the Applicant, along with measures that the Committee requires to mitigate or eliminate the deviation.

**5.6      Approval Timing:** Committee approval is good for one (1) year from date of final approval, unless changes are made to the approved Final Plans, which will require re-submittal and review. At the sole discretion of the Committee, extensions may be granted for mitigating circumstances.

### **6.      SPECIAL REVIEW:**

**6.1      Submittal Contents:** The purpose of the Special Review process is to review those special items that are more lot specific than these general guidelines can address in detail. This Special Review process includes any modifications to the lot or landscaping, except building additions, that occur after the residence is complete and occupied. Contents of the submittal information shall include the application form included in Appendix B along with a minimum of three (3) copies of all information required to adequately describe the proposal. If, in the opinion of the Committee, the proposal could adversely impact adjacent property owners, it will be referred to them for comment.

**7.      FEE SCHEDULE:** At this time, there is no fee charged for initial submittal reviews for the original residence. The Homeowner's Association reserves the right to establish a review fee to pay for review costs should that payment become necessary. Other fees for Committee review of any documents submitted under the procedures outlined herein shall be as established by the Committee. The most current Fee Schedule is appended hereto as Appendix D.

**8.      APPEAL PROCEDURES:** If an Owner wishes to appeal any decision of the Committee, he or she may do so by submitting a written appeal to the Committee within thirty (30) calendar days of the original Committee decision. The Committee will then schedule a meeting with the Owner at which time the appeal will be reviewed. The Owner will have the opportunity to be heard prior to the Committee rendering a final decision. Within seven (7) days of the decision regarding the appeal request, the Committee shall give notice in writing of their decision to the Owner. All decisions of the Committee shall be final.

9. **DESIGN GUIDELINES:** These Guidelines are divided into three major divisions as follows: **Site Planning, Architectural Design Guidelines, and Landscape Design Guidelines;**

10. **SITE PLANNING GUIDELINES:**

10.1 Site planning shall respect the relationship to existing landforms and vegetation. Natural topography shall be maintained wherever possible.

10.2 An attempt should be made, when siting the residence, to vary the front yard and side yard setbacks (within the standards specified herein) as well as to offer a variety of building forms and elevations along the street wherever possible.

10.3 When siting structures, the following guidelines should be considered:

- a. Avoid siting structures in natural drainage channels;
- b. Distant and close-in views looking into and out of adjacent sites to mountains should be maintained where possible and landscaping should be designed to maintain the same. It is not the intent of these guidelines to "guarantee" that each and every lot owner have a clear and unobstructed view to the mountains. Adjacent lot owners are encouraged to work together to preserve views from their respective lots. Where desired for solar access, lot owner's are encouraged to negotiate "solar access easements" from adjacent property owners.
- c. Homes do not have to parallel front street lines.
- d. There is sufficient distance between homes to allow side wall windows as well as the more standard front and rear wall windows.

10.4 **Setbacks:** All setbacks are measured from the property line unless otherwise noted. Setbacks shall generally be in conformance with the City of Longmont Zoning Code, R-1 Residential Zone, but in no case less than the following:

**Front** = twenty-five feet (25') for principal buildings; sixty feet (60') for accessory buildings. (See Architectural Guidelines for allowed accessory buildings.)

**Side** = ten feet (10') for principal buildings and twenty feet (20') for accessory buildings.

**Rear** = twenty feet (20') for principal buildings; and twenty-five feet (25') for allowed accessory buildings. Garages must be physically attached to the residence, a breezeway attachment in lieu of a direct attachment is allowed.

The Committee realizes that it may, in some cases, be desirable to deviate from setbacks for

minor appurtenances (such as porches, decks, etc.). Such deviations should be noted on Plan Submittals along with a written statement outlining the reason for the requested deviation. If approved by the Committee, the Committee will write a letter of support for the applicant's application to the City of Longmont Board of Adjustment, which is the ultimate authority for granting such deviations from setback requirements.

**10.5      Driveways and Walks:** Driveways shall be designed with careful consideration of existing slopes and final grades. Paving materials for driveways, paths, steps, patios and other areas should have a dull, non-reflective hard surface that blends with the natural surroundings. The use of interesting paving patterns, circular drives, colored or exposed aggregate concrete as well as precast pavers, is encouraged. The use of asphalt is prohibited.

Where concrete is used, it shall be adequately reinforced and provided with adequate control and expansion joints to minimize cracking. Concrete driveways and parking areas shall be a minimum of four inches (4") in thickness to support vehicle wheel loadings, and reinforced as above. Other slab thickness and reinforcing are allowed provided the engineered soils report clearly describes the engineer's recommendations.

**10.6      Parking:** The provision for off-street parking in driveways is encouraged. Adequate on-site parking shall be provided for all vehicles owned by the Occupant of the Residence. (See GARAGES under the Architectural Guidelines section below).

**10.7      Fencing:** All perimeter fencing shall be of the open rail type described in the fencing standards. Fences shall be constructed so that all structural components are on the interior (lot side) of the fence so as not to adversely impact the adjacent lot. Rectangle wire mesh may be used on the open rail fence to contain pets and small children within the site. The wire mesh shall be 2"x 4", 9 gauge galvanized wire installed on the interior (lot side) of the fence.

Perimeter fence rails shall not be higher than four feet (4') above finish grade. Posts shall be 6"x6" nominal rough sawn pressure preservative treated and set a minimum of two feet in concrete. Privacy and screening fences may be constructed with the written approval of the Committee. Privacy and screening fences shall be no more than six feet (6') high and shall match the general detailing, coloring and construction of the residence or be constructed according to the standard fence details.

No fencing is allowed in the front wall line of the principal building. Fence locations and fence types must be indicated on landscape plans including the location of gates. The locations and types of fencing shall be submitted to the Committee and shall not be constructed until approval by the Committee. Chain link type fencing, pipe rails and metal posts are expressly prohibited.

All proposed fencing installations shall be detailed on landscape plans submitted for approval, and shall show locations, typical sections and other pertinent details of design and construction.

**10.8      Screening:** The purpose of the screening requirement is to ensure a neat and orderly appearance without superfluous visual clutter that detracts from property values and overall community clutter. The following items shall be screened with approved fencing or with approved plant materials:

- a.    Vehicles: Automobiles shall be the only vehicles parked in the street or in visible areas on private property within Creekside Subdivision. Onsite parking for boats, trailers, RV's and other types of recreational vehicles shall be prohibited. Vehicles shall not be parked adjacent to drives (in set-backs) in front of the front building line in accordance with City of Longmont Regulations. Any type of repair of any vehicle shall take place only within the garage. No repair work shall be done on the driveway. Any vehicles in inoperable condition shall be stored in garages.
- b.    Exterior Storage Areas: Exterior storage shall be located in an area not visible from the street and screened from the view of all other sites in the subdivision. (See fencing requirements for the visual screen requirements). Storage areas shall be identified and the method of screening identified on site landscaping plans and are subject to approval or rejection by the Committee.

Any visible exterior stored materials and/or equipment may be removed and stored by order of the Executive Committee of the Homeowner's Association or the Architectural Committee. The owner of such stored materials or equipment shall be responsible for the cost of the removal and storage of materials removed from his site. Neither the Homeowner's Association or the Architectural Committee shall be responsible for the method of removal and damage or loss of the stored materials removed from the site.

No accessory buildings may be constructed for storage unless the Committee has reviewed and approved all criteria related to the accessory building.

- c.    Dog runs: Dog runs shall not be a nuisance to the neighbors, either auditory, visual or odorously. Dog runs and related yards shall be kept clean and free of pet waste and odor at all times. Dog runs shall be located on the required landscape plans and the screening shall conform with the fencing and screening standards. Location of dog runs shall be approved by the Committee before construction begins.
- d.    Mechanical Equipment: Air conditioner or heat-pump condensing units, or other exterior mounted mechanical equipment devices, not directly connected to the building, shall be screened from view, and located in either the rear yard or

one of the side yards. In no case shall such equipment be located in an area visible from adjacent streets.

- e. **Firewood:** Firewood shall be neatly stacked, in one location, in rear or side yards unless located in the confines of an adequate screened enclosure.

**10.9 Antennas:** All rooftop and tower mounted radio, TV and microwave antennas are prohibited. Satellite receiver dishes are prohibited unless specifically approved via the Special Review Process by the Committee. The use of attic space for antenna mounting is strongly encouraged.

**10.10 Exterior Lighting:** Exterior lighting shall be used only for security, visibility and decorative effect. Exterior lighting shall not be directed in such a manner as to create an annoyance to adjoining properties and shall not be directed outside the property of the owner. Exterior lighting shall also consider light pollution and be screened accordingly. The use of unshielded or globular luminaries is prohibited. General area Floodlights are expressly prohibited, unless used with colored lights as part of a temporary, seasonal lighting display and directed toward the residence. The use of low-voltage, "ground lights", for decorative site-lighting, is encouraged. The use of photo-cell or time-clock controlled exterior lighting is also encouraged. Whenever possible, night lighting shall illuminate the street address numbers of each home.

**10.11 Play Equipment:** Where visible from public streets or rights-of-ways, play equipment may be erected within a screened or fenced area, and shall be in appropriate scale, of quality materials, and kept in good repair.

**10.12 Ancillary Structures:** All ancillary structures, such as greenhouses, arbors, patio covers, cabanas, gazebos, swimming pools, etc., shall be sited and designed to be compatible with the residence and/or fences. All such items will require Committee approval.

**10.13 Basketball Backboards:** Basketball backboards and any supporting materials shall be painted or stained to match the exterior color of the residence.

**10.14 Exterior House Numbers:** Address numbers are required to be mounted on the house and shall be legible and visible from the fronting street in accordance with City of Longmont Requirements. Mounting in a location that is lit by a "porch light" is encouraged. Individual numbers shall be a minimum of 5" in height and of a style appropriate for the architectural style of the building.

**10.15 Mail Boxes:** Only mail boxes approved by the Committee may be used. Brick pier type mail boxes are required. The pier may include both the standard metal mail box and a newspaper box. The metal portions of both boxes shall be recessed from the surface of the brick. The design of the pier, its footing and the brick selection shall be included in the

construction documents for the Committee review and approval. No other types of mail boxes are allowed. No other boxes, newspaper tubes, etc., shall be installed or affixed to the original mail box.

**10.16 Services:** All electric, gas, telephone, cable television and other such utility services shall be installed underground and shall be connected in accordance with appropriate utility company requirements, as provided herein. Meters shall be installed on the side of residence to the rear of the set back line.

**10.17 Construction site:** Specifications for all construction activities shall include provisions to include the following, and shall be strictly enforced by the Applicant:

- a. During construction of any kind, the site must be kept clean, neat and orderly. All materials shall be stored in an orderly manner and all debris and materials shall be securely stored in a covered enclosure to prevent materials from blowing off of the site. The owner of record will be required to pay for any clean up performed by the Homeowner's Association or Developer's staff or maintenance contractors. The blame for any littering of the project will be allocated to the owner as the responsible party for the construction of the house.
- b. No construction parking will be allowed to in front of completed residences, nor will overnight parking of any construction vehicles be allowed within Creekside Subdivision except construction trailers specifically approved by the Committee.
- c. All trash and debris shall be cleaned daily and stored in an enclosed area until removal.
- d. There shall be no construction activity before 7:00 AM or after 7:00 PM on weekdays, or before 8:00 AM or after 4:00 PM on Saturdays. Construction activities shall be prohibited on Sundays and recognized National Holidays.
- e. Any dogs on construction site must be on a leash or within the body of a vehicle and shall not constitute a nuisance.
- f. Any mud or debris from a site that is carried onto streets must be removed within 24 hours, in accordance with City of Longmont Regulations. The owner of record will be required to pay for any clean up performed by the Homeowner's Association or Developer's staff or maintenance contractors. The blame for any littering of the project will be allocated to the owner as the responsible party for the construction of the house.
- g. No concrete trucks will be allowed to "clean-out" off the site on which they were called. It shall be the contractor's responsibility to remove all concrete debris upon completion of construction and prior to landscaping.



- h. Sanitation facilities must be provided on or for each construction site.
- i. Contractors shall be required to protect exposed areas of the project site, adjacent properties and streets, from erosion damage until completion of construction. Erosion damage includes silt washing onto streets, the ditch and adjacent lots. The use of temporary ditches, dikes, basins, vegetation and/or mulching is encouraged to protect exposed and adjacent areas during the course of construction.
- j. Construction shall commence within one year after closing on the lot and shall be completed within twelve months of the issuance of the building permits.

**10.18 Signage:** Owners/builders/contractors shall be required to utilize approved marketing signs. No other signs shall be placed on any lot without the Committee's prior written approval. Only one sign shall be posted on the site during construction. Any advertising, special event, banners, open-house and similar signage shall be in strict accordance with the City of Longmont Sign Code. A copy of all permits will be furnished to the Committee prior to installation of the Sign(s).

## **11. ARCHITECTURAL DESIGN GUIDELINES:**

**11.1 General.** Building design and construction shall create a structure with substantially equally attractive sides of high quality, rather than placing all emphasis on the front elevation of the structure and neglecting or downgrading the aesthetic appeal of the remaining side elevations. Any accessory buildings and enclosures, whether attached to or detached from the main residence, shall be of similar, compatible design and materials. See Appendix A, Architectural Review Procedures and Submittal Requirements for methodology and submittal requirements.

**11.2 Fire Protection System:** Owners in Creekside 1st and 2nd filings are encouraged to install fire protection systems. The City of Longmont will provide 1" water taps for the same price as a 3/4" water tap in order to accommodate the Fire Protection System. Other filings may be required by the City of Longmont to install fire protection systems.

**11.3 Building Height:** The maximum building height for all structures is thirty-five feet (35'), measured in accordance with the City of Longmont Zoning Code.

**11.4 Style:** The following are expressly prohibited: Domes of any kind, underground houses, log houses, and 'A'-frames. Gambrel roofs, mansard roofs and flat roofs are prohibited. Shed roofs may be allowed by special review.

**11.5 Committee Discretion:** The Architectural Review Committee shall have in its sole discretion, the authority to approve and to reject any or all applications from Owners,

builders, designers and architects for proposed construction in Creekside. While the use of an architect is not an express requirement of these guidelines, Owner's are strongly encouraged to utilize the services of a competent architect or, at the minimum, use a design prepared by an experienced, competent design-builder.

**11.6      Foundation and Drainage Plans:** A foundation and drainage plan shall be submitted for review by the Committee. Said review shall be conducted pursuant to recommendations set forth by Empire Laboratories, Inc., of Longmont, Colorado in the "Report of a Geotechnical Investigation for Creekside Subdivision" (a copy of which will be made available upon request). Any variations from said recommendations of the Report shall require certifications from appropriate Colorado Licensed Engineer(s) that such deviations will not adversely affect either the design or adjacent properties.

Foundation and drainage plans shall provide adequate information as required to illustrate conformance to Soils Report recommendations; particularly regarding basement groundwater protection, and the Subdivision "Overlot Grading Plan".

Committee review of foundations and drainage plans is to determine conformance to Soils Engineer's recommendations only. If approved, such approval does not constitute an opinion of the Committee, or any of its members, of the design suitability of the drainage plan nor of the design and structural integrity of the foundation design as submitted.

**11.7      Massing:** Whenever possible, buildings should step down on all sides to minimize walls two stories or greater in height. Roof lines should be varied, with dormers or other such items, used to break up long roof lines.

**11.8      Minimum Size:** The following are minimum sizes:

Single story/ranch style - 2200 square feet (on the main level, not including area in the basement.)

Two or multi-story      - 2700 square feet (on the main levels, not including area in the basement.)

**11.9      Roof Design:** Roofs are very important to the overall integration and compatibility of the Creekside Subdivision. Their design must be given careful consideration as they will be highly visible from streets, other buildings and neighboring sites. Preferable roof designs are those designed with multiple gables, hip roofs and dormers.

- a. The use of major rooftop elements such as dormers, chimneys or skylights should enhance the roof form and be an integral part of it. Special attention should be given to the design and placement of mechanical systems (i.e., vents, fans, etc.) on roofs. Exposed roof-top mounted mechanical equipment, such as evaporative coolers, etc., is prohibited. Attic fans may be allowed, provided they do not project more than 12 inches above the roof surface and are located on the "rear" elevation. Solar equipment is discussed in a separate section

below. In all cases exposed mechanical devices, metal flashings and other such items shall be colored to match the color of roofing materials or trim. The use of step flashing at masonry is discouraged; when used, it should present a quality appearance in its final installation.

- b. Acceptable roof designs are as follows: the minimum roof pitch allowed on major roof forms is 6:12 (6 vertical units per 12 horizontal units); steeper roof pitches are highly encouraged. The pitch of minor elements, such as porches, dormers, etc., may be lower if consistent with the architectural design and the roofing materials of that element. The roofs shall use consistent, compatible roofing materials to achieve overall design continuity. Medium cedar shakes are the standard for type and appearance. Other materials which match the color and general appearance of weathered cedar shakes will be considered by the Committee and must be approved by the Committee before they are installed on the home.
- c. The following roofing characteristics, materials and products are expressly prohibited in Creekside: asphalt composition shingles with either "conventional 3-tab", "T-lock" or "no cut-out" designs; built-up tar and gravel roofs; metal roofing materials. Brightly colored roofing materials of any type are prohibited.

**11.10 Chimneys:** Chimneys are very strong roof elements. They shall have proportions compatible with the design, form and style of the residence. No more than two (2) feet of exposed chimney pipe will be allowed. Square topped chimney caps and chimney fences are encouraged. Artificial "brick-look" and other similar metal chimney caps are expressly prohibited. Chimney height shall comply with City of Longmont Building Codes.

**11.11 Exterior Walls:** In designing floor plans and exterior elevations, care should be taken to create exterior wall surfaces of varying planes. It is desirable to avoid long, uninterrupted walls. Covered entryways, bay windows, angled walls and nooks, wall projections, covered porches and cantilevers (if consistent with the form of the building) are encouraged. Round walls will be allowed only with the express approval of the Committee.

The use of masonry as a major exterior building material is encouraged and shall be integrated into the architectural design.

All exterior painting or staining shall be done in compatible colors and shall harmonize with the existing homes in the area. Building elevations should indicate areas that are to be painted/stained and the color proposed. Colors must be complimentary, and not of high contrast. Only those areas that were painted/stained originally shall be repainted/stained. The use of low-maintenance materials is strongly encouraged.

Incorporating more than one material on exterior walls may be desired, but special care should be taken so that materials do not detract from the building's overall design, form and style, and should be continued to other visible elevations. Large expanses of exposed

concrete foundation walls are prohibited. Where necessary, siding materials must be continuous to within 6" of finished grade on any elevation, or exposed foundation walls shall be finished with brick or stone. Non-articulated window and door openings and corners (those without trim) are strongly discouraged; with masonry the use of quoining, soldier, stretcher and rowlock coursing is encouraged to provide definition to openings and corners.

Materials must be appropriate for the scale of a building, and compatible with adjacent structures.

- a. Brick or stone masonry finishes are required on all four elevations of the house and the following proportions are preferred and shall be encouraged by the Committee: 60% of the area of the front elevation, 40% of the side elevation and 30% of the rear elevation. Other materials which are acceptable are as follows: redwood siding, cedar siding (with horizontal lines), stucco and high quality, heavy gauge vinyl siding. Horizontal siding must have no more than an eight inch (8") exposure. Material shall not end abruptly at exterior corners. The corner shall be wrapped a minimum of approximately two feet, zero inches (2'-0") with the better quality material, i.e., wrap with brick rather than wood siding.
- b. Windows shall be painted, stained or pre-finished insulated wood or other materials architecturally integrated in color and placement. The use of horizontal sliding windows is strongly discouraged. All exterior doors shall be architecturally compatible and coordinating in color with the design, form and style of the building. Storm doors shall be integrated architecturally with the design of the residence.
- c. The use of the following materials does not achieve the desired quality and are prohibited:
  - i. Metal siding of any kind.
  - ii. Multi-colored masonry when applied in a random pattern throughout the building walls.
  - iii. Concrete or concrete masonry (except as required for foundation walls.
  - iv. Plywood or composite sheet siding, with the exception of use for soffits.
  - v. Board and batten siding.
  - vi. Man made, i.e., synthetic, not fired clay, brick or brick appearing panels.

- vii. Mirrored glass or very dark glass, with the exception of "low E" glass where appropriate.
- viii. Non-anodized (mill finish, silver) aluminum or unpainted metal windows, doors or gutters and down spouts and flashings.
- d. The juxtaposition and size of various areas of different types of wall materials is critical to the design of the home and of special importance to the Committee. The extent and type of wall materials shall be clearly defined on the drawings of all elevations of the home.

**11.12 Garages:** Due to their size, garages are also major elements of a residential structure and should be as carefully designed as the residence to either be a part of, or compatible with the main building. It is recognized that the main intent of a garage's function is for the storage of vehicles, and while not a specific requirement, owners are strongly encouraged to use garages for this intended use. As a result, if a garage is also going to be used as a workshop or storage area or other such use, it should be designed with an adequate area to serve for both vehicle storage and the ancillary use.

Garages shall be a minimum of a large three car size. Three car garages are recommended and single car garages are prohibited. The design of the garage portion of the principal building shall be compatible in materials and detailing to the main house, including the use of masonry, windows and window trim and roof slopes and materials. Side loading garages are encouraged.

**11.13 Surface Mounted Equipment:** The location and finish treatment of items mounted on the exterior surfaces of the building(s) should be carefully planned and detailed. Such items include, but are not limited to, skylights, solar panels, vents, mechanical equipment, access ladders, electrical equipment or meters, gas meters, etc. In no case should these items give the appearance of simply being mounted on the exterior surface of the building(s) with no relationship to the surrounding elements. The location of these items shall be indicated on all drawings submitted during the Preliminary and Final Plan phases of the Creekside design review process.

All solar panels and related equipment, whether part of original construction or retro-fitted at a later date, shall be designed as an integral part of the architectural form. Roof panels shall be mounted with the top surface not more than 8" above the roof surface and parallel to the plane of the roof. All appurtenances, piping, ducting, etc., shall be concealed in attic spaces. All sides of the panels shall be flashed and finished to blend with the roof and which they are installed. Should individual solar orientation preclude this technique, ground or wall mounting of solar equipment is encouraged. If panels are mounted on the ground or walls, compatible materials shall be used so that the panels appear as integrated and natural extensions of the wall surface or building design.

**11.14 Water and Energy Conservation:** Water and energy conservation techniques are encouraged where appropriate in Creekside Subdivision through complying with City of Longmont minimum Energy Codes and water usage requirements. Site planning and landscape design for energy conservation should be considered, such as planting deciduous trees on the southern exposures to provide summer shading and solar gain in the winter, and evergreen planting on northwestern sides to act as a wind buffer for winter winds. Irrigation systems should be designed with water conservation in mind.

**11.15 Maintenance:** All owners or occupants of property shall maintain all buildings, drives, easements, rights-of way and other structures or improvements located upon said property in good and sufficient repair and otherwise maintain the property and structures thereon in an aesthetically pleasing manner.

Any structure, driveway, patio, deck or other such items that are damaged by the elements, vehicles, fire or any other cause shall be repaired as promptly as the extent of damage will permit.

## **12. LANDSCAPE DESIGN GUIDELINES:**

**12.1 Design Intent:** The design intent of the Creekside Subdivision master landscape plan and overall theme of the Development is that of natural and informal groupings of plant materials in order to unify Creekside into a cohesive neighborhood. To the greatest extent possible, utilizing natural landform and native or hardy landscape materials is encouraged. Landscaping includes, but is not limited to, trees, shrubs, turf, planting areas and gardens, patios, decks, retaining wall structures, "lawn sculptures", gazebos, arbors, water features, ponds, swimming pools and other such items.

**12.2 Landscaping Plan:** Landscaping shall be installed pursuant to a professionally prepared landscaping plan prepared by a qualified professional with experience in the State of Colorado. The use of a qualified Landscape Architect is highly encouraged.

A Final Landscape Plan (as described in Appendix E), indicating location and numbers of plantings, location of plant beds, berms, fences (including typical sections of all fence types) and other information as required to demonstrate compliance with these Design Guidelines shall be approved by the Committee prior to installation of landscaping. The Final Landscape Plan shall be accompanied with the Landscape Review Reporting Form contained in Appendix F.

The landscape plan shall include all proposed landscaping improvements including: Fences, shrubs, turf, planting areas and gardens, patios, mulches (bark, gravel, etc.), landscape structures (decks, retaining walls, gazebos, arbors, built-in barbecues, etc.), swimming pools, ornamental features (water features, statuary, etc.), garden areas and any other such feature, as well as a general description of the irrigation system.

Final landscape plan shall include a schedule, indicating botanical names, common names,

quantity and size of all plant materials, excluding flower beds and gardens. In addition, landscape plans shall include property lines, easements, building envelopes (including ancillary structures), locations of special areas to be screened with either fences or vegetation and service line locations. The landscape plan should include the Creekside Architectural Control Committee Approval Block as indicated in Appendix C.

Consistent landscape design from the front yard to side yards and the back is strongly encouraged in order to give a uniform appearance to the lot, similar to the requirements for uniform building elevation design as listed above. This is particularly important for corner lots, or those lots which do not have privacy fencing between adjacent lots, and are therefore visible from surrounding properties or public access areas and streets.

Landscaping design should keep in mind view corridor recommendations as outlined herein; specifically with location of ultimately tall trees and, more importantly, ultimately large evergreens. (Deciduous trees allow views in the winter months while evergreen trees would block views year round).

**12.3      Grading/Drainage:** Natural drainage patterns must be respected. The use of berms is encouraged only if continuous expanses of landform are created which look natural as opposed to looking man-made. Berms should not obstruct drainage channels, divert drainage onto adjacent properties or toward building foundations. Finish grading should be designed to: avoid ponding on the site; allow 10% slopes away from the residence for a distance of at least 10 feet; avoid excessive run-off at a point onto adjacent sites; and maintain existing drainage patterns/channels.

Grading plans must conform to the approved **Master Grading and Drainage Plans** prepared for Creekside, copies of which are available upon request. The final landscape plan shall indicate contours and/or finish grade elevations showing and assuring that the proper drainage is indicated and retained through the construction of the landscape.

**12.4      Irrigation System:** Each and every lot shall be provided with an automatic irrigation system capable of watering all landscaped areas containing plant materials to ensure the continued survival of plant materials. Irrigation systems shall be equipped with a time clock to provide for automatic irrigation of areas to allow watering during periods of minimum of evaporation. The irrigation system shall be designed by a qualified individual or installer. Final landscape plan shall indicate irrigation system head placement and pattern for Committee review. Irrigation systems should be designed to minimize over-spray onto adjacent lots or public sidewalks, and to conserve water.

**12.5      Ornamentation:** The utilization of non-living objects as ornaments in the landscape is not permitted. Such ornamentation includes animal skulls, wagon wheels and "kitsch sculpture" (flamingos, deer, cherubs, ducks, etc.). Individual expression is encouraged, so long as it does not detract from the goal or promoting a pleasing and harmonious landscape character in Creekside.

**12.6      Maintenance:** All landscaping shall be maintained in a neat and attractive condition. Minimum maintenance requirements include watering, mowing, edging, pruning, removal and replacement of dead or dying plant materials, removal and/or elimination of weeds and noxious grasses, treatment of diseased plant material and removal of trash.

Maintenance of vacant lots shall be the responsibility of the lot owner. Such maintenance may require occasional mowing or "natural" vegetation and removal of obnoxious weeds. If no development occurs after one (1) year from date of purchase, and no plans are in progress, vacant lots shall be tilled and planted with ground cover approved by the Committee.

**12.7      Installation:** Landscaping shall be installed in accordance with the approved Final Landscaping Plan. Front yard landscaping (from the street curb to the front of the residence) shall be installed within 180 days after the Certificate of Occupancy is issued. The remainder of the lot shall be landscaped within one year or one growing season, whichever time period is shorter, after the 180 day period.

**12.8      Area Between Curb and Sidewalk:** The space between the back of the curb and the edge of the sidewalk shall be planted in grass and sprinkled and maintained by the home owner.

**12.9      Minimum Plant Material Quantities:** The following landscaping quantities are the minimum requirements. The Committee strongly encourages additional plantings to complement and add to these minimums and to be consistent with the guidelines, contained in this section. In addition, the use of flower beds, with variety to promote seasonal color, is also strongly encouraged. Each lot within Creekside Subdivision shall comply with the following minimum planting requirements:

- a. Two, one and one-half inch (1 1/2") caliper trees in the front yard;
- b. One, one and one-half inch (1 1/2") caliper tree in the rear yard;  
(Five foot conifers may be substituted for deciduous trees);
- c. Ten, five gallon shrub beds in the front yard;
- d. Five, five gallon shrubs in a shrub bed in either the back or side yard that is visible from adjacent lots, public ways or streets; and
- e. All areas not in shrub beds, designated garden/flower bed areas, areas planted with acceptable ground cover materials, patios, decks or other hard surface areas shall be sodded with a Kentucky Bluegrass or a predominately Kentucky Bluegrass mixture. (Seed for turf areas may be utilized with special approval of the Committee).



f. It is recommended that trees not be planted closer than seven and one-half feet (7.5') to sidewalks, driveways or patio slabs, to minimize potential root damage to the concrete.

Landscape plans should designate all plant materials at approximately two-thirds of their final, mature size.

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070996

## APPENDIX A

### Architectural Review Procedures and Submittal Requirements

#### CREEKSIDE FIFTH FILING

##### Architectural Review Procedures

I. Submission of Plans. Plans and specifications will be submitted to the Committee as specified in the Declaration, Design Guidelines and in accordance with the following submittal and review procedures. The plans and specifications must be prepared by a licensed architect.

A. Prior to preparing preliminary plans for a proposed Dwelling, it is mandatory that the Owner and/or his architect meet with a Committee member to discuss proposed plans and to explore and resolve any questions regarding building in Creekside. This informal review is to offer guidance prior to initiating preliminary design.

In order to derive the maximum benefits from this meeting, the Owner should be prepared to discuss in as much detail as possible the type of Improvements to be built upon the lot. Photographs or magazine clippings of similar homes are encouraged for presentation. This meeting is intended to prevent the Owner from making excessive expenditures on concepts which will not be acceptable to the Committee.

A member of the Committee will be available as needed and an appointment should be made at least one week in advance through the Marketing Office.

B. Preliminary Submittal and Review. Preliminary plans, including all of the exhibits outlined below, are to be submitted to the Committee. The Committee shall conduct this preliminary review during its regular monthly meeting (held the first Wednesday of every month), and will respond within ten (10) working days after the review (but no later than 30 days after the submittal), provided that the preliminary plans are in accordance with the requirements outlined below. The Committee may hold more than its regularly scheduled monthly meeting, as needed. Plans will not be reviewed, however, until the review fee is paid (as defined in Appendix D), pursuant to the Declaration.

1. All preliminary plans shall include:

a. Site plan (at no smaller than 1"=20') indicating building location, driveway, grading plan. Topography shall be shown at 2' intervals with a base datum of sea level over the total Lot and extended approximately 100' outside the Lot on all sides.

b. Subsurface soil investigations by a registered soils engineer which indicates soil structure and type, profile and

test logs, bearing capacity, water table elevations, PH, and foundation design recommendations.

c. Roof plan and floor plans (at no smaller than  $1/8" = 1'-0"$ )

d. Exterior elevations at a minimum of two (2) representative locations with both existing and proposed grade lines at same scale as floor plans. Show grade elevations (at sea level datum) of street, main floor, and ridge lines of roof.

e. Indicate all exterior materials and colors.

f. A perspective (sketch) of the structure sufficient to illustrate general design characteristics. (This requirement may be waived by the committee, or postponed until the final submittal)

g. Preliminary sketch of proposed landscape design, showing planting beds, landscape massing, and ground covers.

2. Any accessory Improvements contemplated on the Lot must be shown on the preliminary submittal.

C. Although optional, it would be helpful to have a study model of the structure and graphic representations showing compliance with view protection of other Lots.

D. Final Submittal and Review. After preliminary approval is obtained from the Committee, the following documents are to be submitted in quadruplicate for final approval. The Committee shall conduct the final review during its regular monthly meeting (held the first Wednesday of every month), and will respond within ten (10) working days after the review (but no later than 30 days after submittal), provided that the final plans are in accordance with the requirements outlined below. The Committee may hold more than the regularly scheduled monthly meeting, as needed.

1. Final plans shall include:

a. An approximate time schedule indicating starting and completion dates of the Dwelling: utilities hookup and completion of the landscape work.

b. Site plan (at no smaller than  $1"=20'$ ) indicating building location, driveway, grading plan. Topography shall be shown at 2' intervals with a base datum of sea level over the total Lot and extended approximately 100' outside the Lot on all sides.

c. Roof plan and floor plans (at no smaller than  $1/8" = 1'-0"$ )

2. Foundation Plan and details certified by a licensed structural engineer.

3. Samples of all exterior materials and colors, including window cut sheets and glass specifications.

a. All exterior elevations with both existing and proposed grades shown. Show grade elevations (at sea level datum) of street, main floor, and ridge lines of roof.

4. Wall section, and details of fireplace and exterior stairs and decks.

a. Complete landscaping plan, including areas to be irrigated. Full description of planting and landscape materials. Landscape plan to indicate final topographic design, drainage courses and specific areas of all ground cover materials, living and non-living. Landscape treatment to the edge of the street, on the street right of way is to be included.

5. Cross sections of the structure as required to fully describe the various portions of the structure. Indicate existing and proposed grade lines on the site. Show grade elevations of the street, main floor, and roof ridge lines.

a. A perspective (sketch) of the structure sufficient to illustrate general design characteristics. (This requirement may be waived by the committee, or postponed until the final submittal)

b. Preliminary sketch of proposed landscape design, showing planting beds, landscape massing, and ground covers.

6. In addition to the above, exterior building corners of the proposed structure shall be staked on the site for the Committee's inspection.

7. Final approval by the Committee shall be issued in writing. However, at least five (5) days prior to commencement of construction, the Owner shall notify the Committee so that it can make a visual inspection of the Lot to insure that the final building layout and staking are in accordance with the final plan approved by the Committee.

Engineering certification of foundations and the securing of a building permit are the responsibility of the Owner and/or Builder. Construction documents (working drawings and specifications) are to be in accordance with the design approved in the final submittal. Final construction shall be in conformance with the approved design documents and construction documents.

Construction shall not commence until all of the above requirements are satisfied

Additional construction to a Dwelling and/or changes after completion of an approved structure must be submitted to the Committee for approval prior to initiating such changes and/or additions.

II. Resubmittal of Plans. In the event of any disapproval by the Committee of either a preliminary or a final submission, the resubmissions of plans will follow the same procedure as an original submittal. In the event a decision by the Committee is felt to be unjust, a request may be submitted in writing to the Committee within seven (7) days of the date of notification of the decision for a special hearing. This request shall contain the reasons why the decision is felt to be unjust and any other explanatory material which would be helpful to the Committee reviewing the situation. A meeting of all parties concerned will be arranged when warranted and the decision of the Committee at this meeting or subsequent to reviewing this material will be final.

01/20/1971

## APPENDIX B

## Construction Plan Review Reporting Form

## CREEKSIDE FIFTH FILING

Date : \_\_\_\_\_

Type of Submittal \_\_\_\_\_ Pre-preliminary \_\_\_\_\_ Addition ,  
 \_\_\_\_\_ Preliminary Plans \_\_\_\_\_ Remodel  
 \_\_\_\_\_ Final plans & Specs. \_\_\_\_\_ Special Review

Name of Applicant \_\_\_\_\_  
 Current Address \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Application for Lot # \_\_\_\_\_ Block # \_\_\_\_\_ Filing # \_\_\_\_\_  
 Address \_\_\_\_\_

Architect/Designer \_\_\_\_\_  
 Address \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Structural Engineer \_\_\_\_\_  
 Telephone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Soils Engineer \_\_\_\_\_  
 Telephone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Contractor \_\_\_\_\_  
 Address \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Briefly describe proposed work: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Total value (including lot and improvements): \$ \_\_\_\_\_

Finished area: \_\_\_\_\_ (excluding basement)  
 Basement Area: \_\_\_\_\_ Sq.Ft.  
 Finished \_\_\_\_\_ Sq.Ft.  
 Unfinished \_\_\_\_\_ Sq.Ft.

Building Height \_\_\_\_\_ Ft. (measured per Longmont Zoning Code)

BUILDING MATERIALS

Type of Material

Color

Roof:

Siding: Lap \_\_\_\_\_ "

Masonry:

Other Wall Material:

Fascia:

Soffits:

Exterior Person Doors:

Windows:

Door and Window Trim:

Garage Doors: (w/size)

Hand or Deck Rails:

Flues:

Chimneys:

Other:

Special Features:

Comments:

## APPENDIX C

Architectural Control Committee Approval Block

CREEKSIDE FIFTH FILING

The following (or a substantially similar) Committee approval block shall be printed or stamped on each and every sheet of submitted documents and a minimum of one set of each submittal will be retained on file at the Committee offices. If provided a minimum of one set will be returned to the submitter.

The Creekside Sixth Filing Architectural Control Committee has reviewed this plan for general conformance to the Creekside Design and/or Landscape Guidelines, with restrictions as identified in accompanying letter of approval.

\*\*\*\*\*

LOT \_\_\_\_\_ BLOCK \_\_\_\_\_, CREEKSIDE SIXTH FILING

STREET ADDRESS: \_\_\_\_\_

SUBMITTAL:                      \_\_\_\_\_ Pre-preliminary                      \_\_\_\_\_ Addition  
   \_\_\_\_\_ Preliminary    \_\_\_\_\_ Remodel  
   \_\_\_\_\_ Final Plans & Specifications                      \_\_\_\_\_ Special Review  
   \_\_\_\_\_ Landscape Plan

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_

SPECIAL CONDITIONS, RESTRICTIONS OR COMMENTS: \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_ By: \_\_\_\_\_  
For Creekside ACC

\*\*\*\*\*

NOTICE: Approval by the Architectural control committee is subject to the City of Longmont Building Department requirements and approval. All Construction and Landscaping shall occur in strict compliance with the most restrictive conditions set forth in the Longmont City Regulations or the Creekside Sixth Filing Covenants and Architectural Guidelines.



## APPENDIX D

## Architectural Control Committee Fee Schedule

## CREEKSIDE FIFTH FILING

Effective Date: October 21, 1992

1. INITIAL SUBMITTAL. \$ 0.00

(Plans for the original residence shall be reviewed by the Architectural Review Committee at no cost to the applicant.)

2. OTHER REVIEWS.

The following fees shall accompany applications for Creekside Subdivision Architectural Control Committee reviews (except initial review for development) and shall be submitted, in the form of a check, with the application and review materials. Checks shall be made payable to the Creekside Home-owner's Association. Fees are required to cover expenses and compensate the Professionals involved in the review process. They are subject to periodic review and may be changed by the Committee without notice:

- (a) landscaping Plans submitted with initial submittal, \$0.00;
- (b) plan review (except initial application), \$200.00;
- (c) resubmittal fee for rejected applications, \$200.00;
- (d) special review and other applications \$100.00;
- (e) executive review applications, \$50.00.

## APPENDIX E

### Final Landscape Plan Submittal Requirements

#### CREEKSIDE FIFTH FILING

Final landscape plans shall be submitted in the following format and manner. Incomplete landscape plans will be rejected and an extra review fee charged for review services wasted due to incomplete or inappropriate submittals. Plans must be approved by the ACC before construction is permitted.

A. Plans shall be prepared by a licensed landscape architect. Plans shall be drawn in a clear, concise manner which describes the entire landscape concept. Imprecise, sloppy line work and lettering will be cause for rejection of the plan.

B. Plans shall be drawn at a minimum scale of 1"= 20'-0" or greater. Dimensions of the lot must be shown on the plan. The north arrow and scale of the drawing shall be indicated on the plan. A legend identifying the planting and landscaping material symbols must be included on the drawing.

C. All plant materials must be identified by number and location. All ground covers, living or non-living must be identified with the limits of the areas identified. A planting material list indicating the generic name, the scientific name, the number and size of the various living materials used on the plan.

D. A contour plan shall be drawn showing the existing, after house construction, grades and all proposed modifications to the plan. The contour plan shall be drawn at the same scale and in the same position on the sheet as the planting plan. (As it is difficult to show both contours and plant materials on one drawing it is recommended that the contour plan be shown on a separate drawing from the planting plan). Contour plans shall indicate all drainage ways with a minimum 2% slope to drain. Hard surface areas shall have a minimum of 1/2 % slope to drain. Water from the site shall be drained to the property lines and into drainage easements or drainage ways as identified by the plat and/or developer. Uncontrolled drainage onto adjacent properties is not allowed.

E. The planting plan must include the area from the front property line to the edge of the street. The homeowner is required to landscape and maintain the area from the property line to the edge of the street. This area shall be planted in grass, irrigated by automatic sprinkler and maintained by the homeowner.

F. All planting shall be irrigated by an automatic sprinkler system. The description of the system and plan shall be presented at the time of submittal of the landscape plan.

G. No exposed ground shall be left open after the completion of the landscape plan. Small garden areas are excluded from this requirement.

H. Samples of landscape walls, landscape retaining walls, and non-living landscape materials and ground covers shall be submitted for approval.

I. View corridors and site privacy are two important factors which will be considered in the review of the plans. Placement of trees and tall growing shrubs and hedges will be considered in light of views from other sites as well as their impact upon the owner's site.

J. Placement of gazebos, children play areas, gardens, dog runs, and other like items shall be considered in the planning of the site and shall be indicated on the final landscape plan. The type, color(s) and size of all elements above ground level shall be approved by the ACC before the purchase and construction of same commences.

K. The subdivision has fence standards which guide the design of the fence. The desired placement and types of fence shall be indicated on the landscape plan. The open rail type of fence is the only one allowed at property lines. Solid fences are only allowed for dog runs, privacy screens and mechanical equipment screens. Approval of type and location of fence required before construction of the fence is allowed.

## APPENDIX F

## Landscape Design Review Reporting Form

## CREEKSIDE FIFTH FILING

Date: \_\_\_\_\_

Type of Submittal: \_\_\_\_\_ Preliminary \_\_\_\_\_ Final \_\_\_\_\_ Special Review  
\_\_\_\_\_ Additional \_\_\_\_\_ Remodel

Name of Applicant \_\_\_\_\_

Current Address \_\_\_\_\_  
\_\_\_\_\_

Telephone Number \_\_\_\_\_

Application for: Lot # \_\_\_\_\_ Block # \_\_\_\_\_ Filing # \_\_\_\_\_

Address: \_\_\_\_\_

Architect/Designer \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone Number \_\_\_\_\_

Contractor \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone Number \_\_\_\_\_

Briefly describe proposed work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_