

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

RAPTOR CROSSING MOTORCOACH ASSOCIATION, INC.

MESA COUNTY, COLORADO

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RAPTOR CROSSING MOTORCOACH ASSOCIATION, INC.**

The Declaration of Covenants, Conditions, Restrictions and Easements for Raptor Crossing Motorcoach Association, Inc. (the “Declaration”), is hereby effective this xx day of April, 2022 by Sittner Construction LLC, a Colorado limited liability company, hereafter referred to as “Declarant”.

RECITALS

(A) Declarant is the owner of real property situated in the City of Fruita, Mesa County, Colorado described as follows:

Tax Parcel No.- 2697-184-11-001

LOT 1 S.H.A.L. MINOR SUBDIVISION SEC 18 1N 2W - 4.89AC

Hereinafter referred to as the Property, the Property will be platted as Raptor Crossing PUD (referred to as the Plat)

(B) Declarant desires to develop and improve the Property as a Common Interest Community as defined in Section 38-33.3-103(22), C.R.S, under the name and style of Raptor Crossing PUD and subject the same to the covenants, conditions and restrictions hereinafter set forth.

(C) The Declarant desires to establish covenants, conditions and restrictions upon the Common Interest Community and all properties that may hereafter be included thereto, and certain mutually beneficial restrictions and limitations with respect to the proper use, occupancy, improvement and enjoyment thereof, all for the purposes of enhancing and protecting the value, desirability and attractiveness of the Common Interest Community and enhancing the quality of life within the Common Interest Community.

NOW, THEREFORE, for the purposes set forth above and herein, Declarant for itself and its successors and assigns hereby declares that the Common Interest Community and all other property which becomes subject this Declaration in the manner hereinafter provided, and each part thereof, shall be owned, held, transferred, conveyed, sold, leased, rented, improved, altered, maintained and enjoyed subject to the covenants, conditions, restrictions,

assessments, charges, liens, easements, privilege, rights and other provisions hereinafter set forth, for the duration hereof, all of which are declared to be pursuant to, and in furtherance of a common and general plan of development, improvement, enhancement, use, occupancy and enjoyment of the Common Interest Community, and all of which shall run with the land and be binding upon and inure to the benefit of the Common Interest Community and every part thereof. Provided always, that to the extent this Declaration provides that Declarant shall not be bound by or is exempt from the application of certain covenants, conditions and restrictions contained herein, Declarant shall not be considered subject to such covenants, conditions or restrictions.

Article 1

Definitions

Section 1.1. "Architectural Committee" means the committee created in accordance with this Declaration.

Section 1.2. "Architectural Rules/Guidelines" means the rules, regulations and/or guidelines which have been or shall be adopted by the Board and amended from time to time.

Section 1.3. "Articles" means the Articles of incorporation of Raptor Crossing Motorcoach Association, Inc., which are filed in the Office of the Colorado Secretary of State, as such Articles may be amended from time to time.

Section 1.4. "Assessment" means any Regular, Special, Reimbursement made or assessed by the Association against an Owner and his or her Lot in accordance with the provisions of the Articles. Except where the context otherwise requires, the term "Assessment" shall include all late fees, interest and attorneys' fees and costs.

Section 1.5. "Association" means the Raptor Crossing Motorcoach Association, Inc. , a Colorado nonprofit corporation, formed for the purpose of being and constituting the entity for the furtherance of the interests of the owners of property in Raptor Crossing PUD and performing duties and responsibilities and exercising the powers set forth in this Declaration.

Section 1.6. "Board of Directors" or "Board" means the Board of Directors of the Association.

Section 1.8. "Bylaws" means the Bylaws of the Association, as such Bylaws may be amended from time to time.

Section 1.7. "City" means the City of Fruita and its various departments, divisions, employees and representatives.

Section 1.8. "Common Area" means all the real property owned in fee simple by the Association for the common use and enjoyment of the Owners. Unless the context clearly indicates a contrary intention, any reference herein to the "Common Area" shall also, include any Common Facilities located thereon. "Common Area" shall also mean the entire Development, except the separate interests therein.

Section 1.9. "Common Expense" means any expenditures made or liability by or on behalf of the Association, together with any allocations to reserves, including, but not limited to the costs of maintenance, management, operation, repair and replacement of the Association Property, and of all other parts of the Common Interest Community.

Section 1.10. "Common Facilities" means, without limitation, the trees, hedges, plantings, lawns, shrubs, landscaping, fences, utilities, lighting fixtures, bath house, fitness center, laundry room, sales/rental office, administration offices, storage areas, mail room, utility spaces, park furnishings, domestic or potable water lines from City water source to Lot Pedestal, sewer lines, irrigation lines, storm drain lines and related systems, electrical lines from utility company to Lot Pedestal, cable/satellite television lines from cable/satellite company to Lot Pedestal, telephone lines from telephone company to Lot Pedestal, signs, equipment such as pumps, valves, etc., portable maintenance type equipment, courtesy docks, restrooms, gates, walls, roads, driveways, curbs, parking areas, structures, buildings, and other facilities constructed or installed, or to be constructed or installed, or currently located within the Common Area.

Section 1.11. "Declaration" means this instrument, including all of the Exhibits referred to herein (all of which shall be deemed incorporated herein by reference), as the same may be amended from time to time.

Section 1.12. Design Guidelines - means the rules, procedures, standards, guidelines and requirements promulgated by the Design Review Committee, and all amendments thereto, governing the review and approval or disapproval of proposed improvements within the Common Interest Community and such other matters as the Design Review Committee considers necessary or appropriate.

Section 1.13 Design Review Committee - means the Committee provided for in this Declaration

Section 1.14. Governing Documents - is a collective term that includes, but is not limited to, to this Declaration and to the Articles, the Bylaws, the Rules and Regulations, and the Architectural Rules/Guidelines.

Section 1.15. Lot - means any parcel of real property designated by a number on any recorded subdivision map for a portion of the Development, excluding the Common Area.

Section 1.16. Lot Pedestal - means the utility pedestal installed on each Lot supplying electricity, water and other utilities for the Lot.

Section 1.17. Member - means the owner of each Lot and also the Declarant. Membership in the Home Owners Association shall be appurtenant to, and may not be separated from, ownership of a Lot.

Section 1.18. Motorcoach Vehicle - means those vehicles that have been categorized by the Recreational Vehicle Industry Association (RIVA) and the Family Motorcoach Association (FMCA) as Class "A" motorcoaches.

Any Class "A" motorcoach that contains "slide-out" room additions is an acceptable motorcoach under this definition. Also, any Class "A" motorcoach that has an entertainment center, bar, barbecue, television, sink, ice maker, or cabinet that is an integral part of the motorcoach, and is built into the storage bays or the sub-basement, and which may or may not slide out on cantilevered rails is permissible under this definition of acceptable Motorcoach Vehicles.

It is the intent of the Association to exclude park model trailer, park home trailers, mobile homes, travel trailers, and all types of recreational vehicles, other than Class A Motorcoaches

as defined above, from being placed on any Lot, and to create and maintain an area designated for maximum beauty and benefit of transient Class A Motorcoach utilization.

As used herein, the term "Motorcoach" shall not be construed to include any type of trailer or camper which must be pulled by, or attached to, an automobile or truck in order to be moved from place to place, nor any type of truck with a room-like addition carried on the truck bed.

Section 1.19. Owner - means any person, firm, corporation or other entity which owns a fee simple interest a Lot. The Term "Owner" shall include, except where the context otherwise requires, the family, guests, tenants and invitees of an Owner. The term Owner shall not include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation or as a contract purchaser. The terms "Owner of Record" and "Member of the Association" includes an Owner and means any person, firm, corporation or other entity in which title to a Lot is vested as shown by the official records of the Office of the County Recorder.

Section 1.20. Regular Assessment - means a charge against an Owner and the Owner's Lot for purposes of covering the annual costs of operating and administering the Association and all other Common Expenses.

Section 1.21. Reimbursement Assessment - means a charge against a particular Owner and the Owner's Lot for purpose of reimbursing the Association for costs and expenses incurred by the Association in connection with the enforcement of any provision hereof or the remedying of any violation by the Owner or an Occupant of this Declaration or any amendment hereto.

Section 1.22. Special Assessment - means a charge against an Owner and the Owner's Lot for purpose of reimbursing the Association for costs and expenses incurred or to be incurred by the Association for the purpose of paying for the construction, reconstruction, repair, maintenance or replacement of capital improvements to or upon serving the Common Interest Community, the costs which were not included in a Regular Assessment, or for excess reconstruction costs or other extraordinary expenses, or to acquire Association Property, or for funding any operating deficit of the Association, as authorized by the Executive Board from time to time as provided herein.

Article 2

MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

Section 2.1. Membership - Owners, by virtue of their ownership of a Lot shall be a Member of the Association and shall be entitled to vote on all matters upon which Members of the Association are entitled to vote pursuant to the Governing Documents. Ownership of a Lot or interest therein shall be the sole qualification for and entitlement to membership in the Association. Each Owner shall remain a Member of the Association until such time as his or her ownership interest in all Lots in the Development ceases for any reason, at which time his or her membership in the Association shall automatically cease. A Member is not intended to include persons or entities who hold an interest in a Lot merely as security for performance of an obligation; nor is a Member intended to include contract purchasers.

Section 2.2. One Class Membership - The Association shall have one (1) class of membership and the rights, duties, obligations and privileges of the Members shall be as set forth in the Governing Documents.

Section 2.3. Voting - Subject to the provisions of the Governing Documents, each Owner shall be entitled to one (1) vote for each Lot in which he or she holds the interest required for membership and each Lot is allocated a vote equal to each other Lot's vote. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Owner is obligated promptly, fully and faithfully to comply with and conform to the Governing Documents.

Section 2.4. Transfer - Membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of the Lot to which it is appurtenant, and then only to the purchaser. The transfer of title to a Lot or the sale of a Lot and transfer of possession thereof to the purchaser shall automatically transfer the membership appurtenant to such Lot to the transferee. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event an Owner should fail or refuse to transfer the membership registered in his or her name to the purchaser of such Lot, the Association shall have the right to record the transfer upon the books of the Association.

Section 2.5. Joint Owner Disputes - The vote for each Lot shall be cast as a single vote, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he, she or they were acting with the authority and consent of all other Owners of the same Lot.

Article 3

PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 3.1. Owners' Non Exclusive Easements of Enjoyment - Every Owner shall have a nonexclusive easement for use and enjoyment in and to the Common Area within the Development.

(A) The right of the Association to limit the number of guests of Owners using the recreational areas of the Common Facilities.

(B) The right of the Association to temporarily suspend the voting rights and right to use the recreational areas of the Common Facilities by an Owner, his or her family members, guests, tenants, occupants, or invitees for any period during which any Assessments remain unpaid. Additionally, the Association has the right to suspend an Owner's voting rights and right of the Owner, his or her family members, guests, tenants, occupants, or invitees to use the recreational areas of the Common Area and Common Facilities for any infraction of the Governing Documents by that Owner, his or her family members, guests, tenants, occupants, or invitees.

(D) The right of the Association to charge fees to cover administrative and other costs for use of the Common Facilities.

(E) Subject to the limitations set forth in this Declaration, the right of the Association to borrow money for the purpose of improving the Development or any other purpose reasonably related to fulfill the Association's obligations under the Governing Documents.

Section 3.2. Persons Subject to Governing Documents - All present and future Owners, tenants and occupants of Motorcoach Vehicles within the Development shall be subject to, and shall comply with, each and every provision of the Governing Documents, as the same or any of them shall be amended from time to time, unless a particular provision is specifically restricted in its application to one or more of such classes of persons (i.e., Owners, tenants, invitees, etc.).

Section 3.3. Delegation of Use - Any Owner may delegate his or her rights of enjoyment in the Development, including the Common Area, to the members of his or her family, his or her guests, and invitees, and to such other persons subject to the terms and conditions set forth in the Association's Governing Documents.

Section 3.4. Owner's Obligation for Taxes - Each Owner shall be obligated to pay any taxes or assessments assessed by the County Assessor against his or her Lot and against his or her personal property.

Section 3.5. Easements for Maintenance and Repair - There is hereby reserved for the benefit of the Board of Directors, the Association, and all agents, Officers, committee members and employees of the Association, non-exclusive easements for ingress, egress and access on, over, under, and across those portions of the Development (including the Lots) as are reasonably required by the Association to perform its maintenance obligations in accordance with the terms of the Governing Documents. Owners can not require the Association to remove or relocate any pipes, utility systems, etc. serving the Common Area or serving other Lots, wherever located, including the Owners' Lots. Owners can not remove, relocate or alter any pipes, utility systems, etc. located on or under their Lots without approval of the Board.

Article 4

GENERAL RESTRICTIONS

Section 4.1. Occupancy - Use restrictions regarding the use of Lots and the Common Area may be adopted by the Board in accordance with the terms hereof, and include the following:

(A) **Single Families** - The Motorcoach Vehicles within the Development are restricted exclusively to single-family use, and no Motorcoach Vehicle shall be occupied by more than a single family at the same time.

(B) **Residential Use** - Each Motorcoach Vehicle shall be used for residential purposes only.

(C) **Camping** - No camping, whether temporary or permanent, shall be permitted on any Lot.

Section 4.2 Structures on Lots

(A) Except as expressly provided herein, the Lots in the Development shall be used primarily for the parking and usage of Motorcoach Vehicles, as defined herein.

(B) The provisions of this Article shall not prevent the construction, maintenance or reconstruction of one permanent structure per lot as approved by the Architectural Committee, which structures include, but are not limited to, pergolas shade structures, casitas, patios, outdoor kitchen counters and equipment, entertainment centers, and fireplaces.

(C) The standard location of each Motorcoach Vehicle, when parked, shall be to the rear of the parking pad (away from the street), and within eighteen (18) inches of the original utility hook-up side of the parking pad. All Motorcoach Vehicles shall be backed in on each Lot. No part of a Motorcoach Vehicle, including slide-outs and awnings, shall extend beyond a property line.

Section 4.3. Pets -

(A) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of the Development, except that no more than a reasonable number of domestic pets, as determined by the Board in the Rules and Regulations, may be kept by their respective owners in their respective Motorcoach Vehicles, provided that they are not kept, bred, or maintained for any commercial purpose and do not endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof or create a nuisance.

(B) No pet, regardless of size or type, shall be permitted to be kept within any portion of the Development if it makes excessive noise or otherwise constitutes an unreasonable annoyance or danger to other Owners or residents.

(C) No pet enclosures shall be erected, placed, or permitted to remain on any property subject to this Declaration, except as approved by the Board or Architectural Committee.

(D) Each Owner must immediately clean up after their pet. Dogs shall be allowed on the designated Common Area only when they are leashed and are otherwise under the supervision and restraint of their Owners.

(E) The keeping of pets in the Development and their ingress, egress, and travel upon the Development shall be subject to such Rules and Regulations as may be issued by the Board.

(F) The Board has the right, but not the obligation, to require the permanent removal of any pet which is allowed to unreasonably threaten the physical or emotional well being of any Owner or resident of a Lot, is allowed to create a nuisance or disturbance, or causes damage to property. The Board has the sole discretion to determine whether any of the foregoing conditions exist which requires the permanent removal of a pet.

Section 4.4 Vehicles and Parking - The following parking and vehicle restrictions shall apply within the Development:

(A) The Board may establish Rules and Regulations for the operation and parking of vehicles within the Development.

(B) Each lot is limited to parking of one (1) class A motorcoach, one (1) vehicle intended for commuting, one (1) motorcycle, and one (1) golf cart.

(C) Parking of any unlicensed vehicle is prohibited in the development including on any Lot or in common areas.

Section 4.5. No Exterior Clotheslines - No exterior clotheslines shall be erected or maintained.

Section 4.6. Machinery and Equipment - No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual or customary in connection with the use, maintenance or repair of a Motorcoach Vehicle, Improvements or Lot.

Section 4.7 Outdoor Storage - Outdoor storage of any kind is prohibited on all Lots, except as expressly allowed by this Article.

Section 4.8. No Interference With Established Drainage Patterns - There shall be no interference with the established drainage pattern over any Lot so as to affect any other Motorcoach Vehicle, Lot or Common Area unless an adequate alternative provision is made for proper drainage which is first approved in writing by the Architectural Committee. For the purpose of this Section, "established drainage" is defined as the drainage which existed at the time the overall final grading of any Lot was completed or any later grading changes that are shown on plans approved by the Architectural Committee, which may include drainage from the Common Area over any Lot. The Owner of each Lot will be responsible for reasonably maintaining any drainage control facilities located on his or her Lot and shall otherwise be responsible for effecting proper drainage controls on his or her Lot.

Section 4.9. No Solicitation - No Owner, or his or her family members, guests, tenants, invitees shall conduct any solicitation of business of any other person nor use any Association records or information for the solicitation of business.

Section 4.10. Rubbish, Trash, and Garbage - No rubbish, trash and garbage shall be allowed to accumulate outside of any Motorcoach Vehicle and/or upon any Lot. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Development. Subject to the provisions of the Rules and Regulations, trash shall be stored out of view from the Common Area and any other Lot other than during designated pick-up

times. Trash containers such as cans and pots are not permitted anywhere on a Lot. Each Lot must be kept free of oil stains.

Section 4.11. Unsightly or Unkempt Conditions - The pursuit of activities, including without limitation, the assembly and/or disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Lot nor on or within any part of the Development except as allowed in the Rules and Regulations.

Section 4.12. Alterations of Lot - No Owner shall make or cause to be made exterior alterations or modifications to his or her Lot without the prior written consent of the Architectural Committee.

Section 4.13 Vehicle Maintenance - No Owner shall perform vehicle maintenance on any Lot or within the Development.

Section 4.14 Fencing on Lots - Fences are prohibited on Lots in the Development, unless expressly permitted by the Board.

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Article 5

POWERS AND DUTIES OF THE ASSOCIATION

Section 5.1 General Powers - The Association's general purpose is to be and constitute the entity to further the mutual interests of the Declarant and the Owners pursuant to this Declaration, the Articles and Bylaws and the Act, including without limitation, enforcement of the Master Declaration; Owning, repairing and maintaining the Common Elements; Maintenance and use of any Lots, Buildings and Improvements as authorized in the Declaration; Levying and enforcing assessments to defray the cost and expenses of the Association's duties and responsibilities in the Declaration; and, providing other utilities and service pursuant to the Articles and Bylaws. The Association shall have and may exercise all of the powers and duties of the Colorado corporation formed under the Colorado Revised Nonprofit Corporation Act.

Section 5.2 Board of Directors - The affairs of the Association shall be managed by a Board of Directors of three (3) directors (the "Board") initially. When Declarant relinquishes control

of the Board to the Owners pursuant to Section 5.5 below, the Board shall be managed by at least three (3) directors. Directors shall meet the qualifications described in the Articles of Incorporation and Bylaws of the Association.

A quorum shall be present throughout any meeting of the Executive Board, and all regular and special meetings of the Board or any committee thereof shall be open to attendance by all members of the Association or their representatives. Without limiting the generality of the foregoing, no Master Rule or Regulation may be adopted during an executive session. Agendas for meetings of the Board shall be made reasonably available for examination by all Members of the Association or their representatives.

The Board may not act on behalf of the Association to amend this Declaration, terminate the Common Interest Community, elect members of the Board or determine the qualifications, powers and duties, or terms of office of Board members, but the Board may fill vacancies in its membership for the unexpired portion of any term.

Section 5.3 Declarant Control of Association - From the date of the formation of the Association until termination of Declarant's control as provided below, Declarant shall have and hereby reserves the power to appoint and remove, in its sole discretion, the members of the Board and the officers of the Association during the period commencing upon the Recording of this Declaration and terminating sixty (60) days after conveyance of seventy-five percent (75%) of the Lots to Owners other than Declarant.

Declarant may voluntarily surrender the right to appoint and remove officers of the Association and members of the Board before termination of the period of Declarant's control, but in that event Declarant may require, for the duration of the period of Declarant's control, that specified actions of the Association or Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective.

Article 6

MAINTENANCE RESPONSIBILITIES

Section 6.1 Association Maintenance Responsibilities.

(A) Common Area and Common Facilities. The Association shall be solely responsible for all maintenance, repair, upkeep, and replacement of, and alterations and additions to the Common Area and Common Facilities, including, but not limited to the following: private streets; driveways; storm drains; walkways, stairs, curbs; street lights; sewers; irrigation; landscaping. No person other than the Association or its duly authorized agents shall construct, reconstruct, refinish, alter, move, remove or add any element to or maintain any improvement upon, or shall create any excavation or fill or change the natural or existing drainage of any portion of the Common Area. In addition, no person shall trim or remove any tree, shrub or other vegetation form, or plant any tree, shrub, or other vegetation upon the Common Area or the Common Facilities without express written approval of the Board or Architectural Committee.

(B) Landscaping Maintenance Responsibility on Lots

- (1) The Association is responsible for installation and maintenance of all landscaping within the required landscaped areas on all Lots.

(C) Utility Maintenance Responsibility on Lots. The Association shall be responsible for the maintenance, repair and replacement of Utilities on all Lots within the utility easement dedicated to the Association. The Association is hereby granted non-exclusive easements for ingress, egress and access on, over, under, and across the Lots as are reasonably required by the Association to perform its maintenance obligations. Owners can not require the Association to remove or relocate Utilities located on their Lots. Owners can not alter any Utilities located on or under their Lots without approval of the Board. Any alteration or damage to a Lot, Motorcoach Vehicle or Improvement which occurs in the course of performing the maintenance obligations set forth herein shall be the responsibility of the Lot Owner to repair or replace, unless caused by the gross negligence of the Association, its Board, Officers, or designated agents.

Section 6.2. Owner Maintenance Responsibilities.

(A) Lot/Motorcoach Maintenance. Except for those items that are the Association's maintenance responsibility as set forth in this Declaration, each Owner shall be responsible for the maintenance and repair of his or her Lot (including the Motorcoach Vehicle and Improvements thereon) and shall maintain the same in a neat, orderly and attractive condition and in such a manner as to enhance its appearance. Owners shall

have a non-exclusive easement over the Common Area and other Lots after reasonable notice to other Lot Owners for the purpose of carrying out their maintenance responsibilities.

(B) Landscape Maintenance. Except for those items that are the Association's maintenance responsibility as set forth in this Declaration, each Owner shall keep his or her Lot free and clear of all weeds and rubbish and do all other things necessary or desirable to keep such Lot neat, in good order and condition, and properly planted and landscaped.

(C) Utility Maintenance Responsibilities on Lots. The Association shall be responsible for the maintenance, repair and replacement of utilities within all utility easements dedicated to the Association, while the Owner shall be responsible for the maintenance, repair and replacement of Utilities on their Lot that are located outside any utility easement dedicated to the Association.

Article 7
DESIGN REVIEW COMMITTEE

Section 7.1 Establishment of Design Review Committee. The Association shall establish and maintain the Design Review Committee, consisting of three (3) members, each of whom shall be appointed and removed by the Board from time to time in its discretion. The Design Review Committee and the members thereof shall not be liable for damage to any Person submitting requests for approval or to any Owner within the Property by reason of any act, omission, approval, disapproval or failure to approve or disapprove with regard to any request.

Section 7.2 Establishment of Design Review Committee. The Design Review Committee shall meet as often as necessary to review applications. The meetings shall be held at locations, times and dates determined by the Design Review Committee. Such meetings shall be conducted according to the procedures adopted by the Design Review Committee. The applicant may attend the meetings, and address the Committee or answer questions at the Design Review Committee's discretion. The majority vote of the Design Review Committee members shall be required to take any action on behalf of the Committee.

Section 7.3 Design Guidelines. The Design Review Committee shall establish the initial set of rules, procedures, standards, guidelines and requirements, including without limitation architectural, design and development standards and guidelines, governing the review and approval or disapproval of all Improvements proposed for new construction or the restoration or modification of existing, roof construction within the Common Interest Community consistent with this Declaration. The design standards and guidelines may be amended from time to time as the Design Review Committee deems reasonable or necessary.

Section 7.4 Submission of Plan. Prior to commencement of any work to accomplish any proposed Improvements, the Owner proposing such Improvements shall submit three (3) sets of plans, designs, drawings, specifications and samples as the Design Review Committee shall require pursuant to its design and development standards and guidelines, which may include, but are not necessarily limited to the following: construction plans and specifications, including floor plan and exterior elevations, site plan of house to be built on the Lot, sample of exterior colors; sample of trim and soffit colors, sample of roof shingle, landscape plan, including sprinkler system, drainage and grading, and application for Design Review Committee approval form required by the Design Review Committee.

From and after the day on which the Design Review Committee receives all required information and materials in connection with the proposed Improvements and Builder, The Design Review Committee shall have 30 calendar days in which to approve, approve with conditions, or deny the application. At the discretion of the Committee, one or more meetings may be held with the Owner during that period. If the Design Review Committee fails to approve or deny the application within said 30-day period, the final plans and specifications submitted to the Committee by the Owner shall be deemed approved.

Section 7.5 Design Review and Construction Process. Every owner proposing to make Improvements on its Lot must comply with the design review and construction procedures that are set forth in the Design Guidelines. The Declarant is exempt from this requirement.

Section 7.6 Approval of Plans. The Design Review Committee shall approve any plans submitted if it determines in its discretion that such plans comply with the Committee rules and procedures, the design and development standards and guidelines, and the requirements of the Plat and the Declaration.

Section 7.7 Completion of Work After Approval. Following the approval of any proposed Improvements by the Design Review Committee, the proposed Improvements shall be completed by the Lot Owner: (a) as promptly and diligently as possible but in no event in

excess of the time periods set forth below; (b) in compliance with the Design Guidelines and with all applicable laws, regulations and codes, (c) in strict conformance with all plans and specifications and other materials furnished to and approved by the Design Review Committee and with the Certificate of Approval; and (d) in accordance with any and all conditions imposed by the Design Review Committee.

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