

1. **TITLE**

This document shall be known as the Pilgrim Downs Construction Rules and Regulations and may be referred to herein as the “Regulations”.

2. **PURPOSE; CONFLICTS**

In order to ensure that any Construction Activity (as such term is defined below) conducted within Pilgrim Downs is done in the most sensitive manner possible and to minimize impacts to guests and Owners, the following Regulations shall be enforced during the construction process. These Regulations supplement the Pilgrim Downs Architectural Design Guidelines (“Guidelines”) in effect from time to time. The Pilgrim Downs Architectural Control Committee has the power to amend these Regulations from time to time. In the event any provision of these Regulations shall conflict with the the Declaration, the provisions of the Declaration shall control.

3. **DEFINITIONS**

- a) **ACC:** the Architectural Control Committee appointed from time to time by the Association, pursuant to Section 7 of the Declaration. At the time of adoption of these Regulations, the Board of Managers of the Association serves in the capacity of the ACC. The ACC may act through the Ranch Manager, the appointed Administrator of the ACC, or the Association’s legal counsel.
- b) **Association:** with respect to Pilgrim Downs, the Pilgrim Downs Homeowners Association, Inc.
- c) **Construction Activity:** any site preparation, grading, or construction or alteration of any building, structure or other improvement on any Lot.
- d) **Compliance Deposit:** the deposit that an Owner is required to deliver to the ACC prior to commencing any Construction Activity.
- e) **Compliance Agreement:** the document the property owner signs with the Association to ensure improvements are built within compliance of the approved drawings.
- f) **Construction Site or Site:** a Lot upon which Construction Activity will take place or is currently taking place.
- g) **Construction Vehicle:** any car, truck, tractor or other vehicle used to perform any part of a Construction Activity or to transport equipment, supplies or workers to a Construction Site.
- h) **Declaration:** That certain Declaration of Protective Covenants for Pilgrim Downs Subdivision recorded in the office of the Clerk and Recorder of Eagle

County, Colorado, in Book 370 at Page 217, as that document has been, and may in the future be, from time to time amended or supplemented.

- i) **Owner's Representative:** any contractor (including the owner(s) of the contracting company performing the Construction Activity, the on-Site superintendent(s), and the project manager(s) supervising the Construction Activity), subcontractor, agent or employee performing the duties of an Owner with the consent of an Owner in connection with any Construction Activity.
- j) **Pilgrim Downs:** all real property subject to the Declaration.

All capitalized terms used in these Regulations, unless specifically defined elsewhere in the Regulations, shall have the meaning ascribed to them in the appropriate Declaration.

4. PRE-CONSTRUCTION REQUIREMENTS

4.1 ACC Approval

Prior to commencing any Construction Activities within Pilgrim Downs, approval of the project must be granted by the ACC pursuant to Section 7 of the Declaration. All new buildings, modifications to existing building, site improvements and the use of property within Pilgrim Downs must be reviewed and approved in accordance with the provisions of the applicable Guidelines. Approval of any Construction Activity by the ACC is expressly conditioned upon compliance with the Regulations.

The Declaration and Guidelines interface with these Regulations and contain additional information regarding the design review and construction process. In particular, the Guidelines provide for the process of review meetings required for each approval process. Owners, Owner's Representatives and contractors must review and become familiar with all documents prior to initiating the design and construction process.

4.2 ACC Expenses

An Owner seeking ACC approval for a project shall reimburse the ACC for all out-of-pocket costs incurred by the ACC in reviewing the project, including, without limitation, fees of outside architects and consultants incurred in such review. The ACC may require a deposit against costs at the time of initial submittal of the request for approval, and all costs incurred shall be paid as a condition to the ACC's final approval of the project.

4.3 Final Document Review

At least 45 days prior to commencement of Construction Activity, the Owner shall submit to the ACC the following documents for review and approval:

- a) *Construction Management Plan and Construction Schedule.* This plan and schedule shall provide an approximate timeline for project start-up and completion dates for construction, utility hook up, completion of landscaping, and

an anticipated occupancy date. The Construction Management Plan shall identify Limits of Disturbance Zone, a limited area within which all Construction Activities must take place. In addition to the Limits of Disturbance Zone, the Construction Management Plan shall identify the location of all access drives and on-site construction parking areas, temporary structures and trailers, sanitation facilities, dumpsters, material lay-down and staging areas, and the construction sign, and further, all mitigation measures for protecting natural features of the Lot during construction including an erosion control and soil stabilization plan for areas of construction disturbance. Further, the Construction Management Plan shall identify a parking plan that indicates how contractor and employee parking needs will be handled, including how and where Construction Vehicles will be parking on the Construction Site during the Construction Activity. Owners must review the provisions of these Regulations, in particular the provisions of Section 5, in order to determine other required components of the Construction Management Plan. The ACC may require additional information based on unique characteristics of a Construction Site or approved design.

- b) *Compliance Agreement.* Two copies of the Compliance Agreement completed for the project and signed in the original by the Owner.
- c) *Financial Information.* Evidence satisfactory to the ACC of the Owner's financial ability to complete construction of the project.

The ACC will consider and either approve or disapprove of the Construction Management Plan and Construction Schedule within 45 days after submittal by the Owner. If disapproved, the ACC will communicate to the Owner the reasons for disapproval. Written approval of a Construction Management Plan and Construction Schedule must be obtained from the ACC prior to initiating any Construction Activities. The ACC does not formally approve Construction Drawings, but reviews same to ascertain that they are in compliance with the design approval granted by the ACC for the project. If the ACC, in its reasonable discretion, believes that Owner has not demonstrated the financial ability to complete construction of the project, then Construction Activity may not commence until such evidence has been provided and approved by the ACC. The Compliance Agreement will be signed on behalf of the Association upon approval of all other documents and one original of the Compliance Agreement will be returned to the Owner.

4.4 Pre-Construction Meeting

The Owner or Owner's Representative and the project superintendent shall attend a mandatory pre-construction meeting with the Ranch Manager at least 10 days prior to commencement of Construction Activity on a Construction Site, and no Construction Activity shall commence until completion of the pre-construction meeting. The Owner or Owner's Representative shall stake all building footprints, setback lines, and all parking, storage and lay-down areas, etc., prior to the pre-construction meeting. This meeting may be scheduled by calling the Ranch Manager. The purpose of the meeting is for the ACC to review with the Owner or the Owner's Representatives the proposed locations of building corners, driveway and parking areas, patios,

cut and fill areas, and existing natural features of the Site to be protected during construction as well as to review the Construction Management Plan and Construction Schedule and to discuss construction-related issues. All site fencing (green is required) and staking must be installed prior to the pre-construction meeting. The meeting is to follow the Eagle County Wildfire Regulations review.

4.5 Compliance Deposit

At the time the Owner submits final documents pursuant to Section 4.3 of these Regulations, the Owner shall deliver to the Association a Compliance Deposit, as described below.

AMOUNT: An amount payable to the Association and determined as follows: For projects having an estimated cost of less than \$100,000, a deposit of \$25,000; for partial renovation or remodeling projects having an estimated cost of \$100,000 or more, a deposit of \$50,000; and for all other projects, including a total renovation or new home construction, a deposit of \$100,000.

FORM: The Compliance Deposit shall be delivered to the Association by certified or cashier's check or by wire transfer. Letters of credit or other forms of payment are not acceptable.

ADMINISTRATION: The ACC administers each Compliance Deposit as follows:

- a) The Compliance Deposit shall be held and used by the Association as security for the Owner's full and faithful performance of its Construction Activity in accordance with its approved plans, Construction Management Plan and Construction Schedule, and these Regulations, and compliance with all terms, conditions and obligations of the Compliance Agreement.
- b) The Association may use, apply, or retain the whole or any part of a Compliance Deposit to the extent required to reimburse the Association for any cost which the Association may incur, or may be required to incur, by reason of an Owner's failure of compliance in respect to any of the terms and conditions set forth herein. The Association shall be entitled to a fee in an amount equal to fifteen percent (15%) of the amount of any costs incurred by the Association to cure any noncompliance by an Owner, which fee may be paid from the Compliance Deposit.
- c) If the amount of the Compliance Deposit is not sufficient to cure any such noncompliance by an Owner, the Association may apply the Compliance Deposit in a manner which best mitigates the effects of such noncompliance while not actually curing the noncompliance. In addition, the Association may sue, apply or retain the whole or any part of a Compliance Deposit to pay to the Association any fine imposed by the Association under the Declaration, the Guidelines and these Regulations that is not paid as and when the same becomes due and payable.

- d) The Association's decision to use the Compliance Deposit as permitted hereunder shall be at the sole and absolute discretion of the ACC.
- e) If the Association uses part or all of the Compliance Deposit pursuant to paragraph b) above, then the Owner, within five (5) days after written demand from the ACC to restore the Compliance Deposit to its original amount, shall pay the Association the amount used. Neither the Owner nor any other party shall have any rights of any kind or nature against the ACC or the Association, its officers, agents, employees, directors or attorneys arising out of the Association's use of the Compliance Deposit, unless the Association is grossly negligent, or intentionally acts in bad faith.
- f) The ACC shall be under no obligation of any kind or nature to take any action to complete any Construction Activity, or cure any failure of the Owner to comply with all Regulations pertaining to the Construction Activity.
- g) Any part of the Compliance Deposit not used by the Association as permitted by paragraph b) above, shall be returned to the Owner within thirty (30) days after the issuance of a final Certificate of Compliance for the Site by the ACC.
- h) The Compliance Deposit may be increased or decreased at the discretion of the ACC either in general, or to address any reasonable matter associated with Construction Activity on a particular Construction Site, including the scope of the Construction Activity.

5. RULES APPLICABLE TO CONSTRUCTION ACTIVITY

Each Owner shall ensure that all Construction Activity that is performed on their Construction Site shall be performed in accordance with the following requirements:

5.1 Access and Parking

Parking on the roads will be limited to a maximum of ten (10) vehicles. Any type of equipment or trailer will be counted as one (1) vehicle. Parking must be limited to one side of the road. Access to side roads, driveways and/or fire hydrants cannot be blocked or restricted in any way. ACC reserves the right to limit parking any time the parking presents a safety hazard such as blocking the necessary line of sight, blocking snow plows or emergency equipment. There is no overnight parking on any Pilgrim Downs road. Vehicles left out overnight are subject to ticketing and towing. Construction Vehicles shall gain access to Construction Sites only from existing roads adjacent to the Construction Sites. Parking will also not be permitted, at any time, within 15 feet of a fire hydrant or within 100 feet of an intersection. Special safety precautions are necessary for all roads including, but not limited to, safety cones, barriers and flaggers. Special safety functions may be provided by the Ranch Manager at a cost billed to the Owner.

The Ranch Manager shall have the authority to require modifications to any parking plan submitted by an Owner as part of the Construction Management Plan reasonably necessary to

address matters that arise during construction. Such modifications may include, without limitation, modifications that:

- a) alter designated Construction Vehicle parking areas;
- b) limit the maximum number of Construction Vehicles that may park on a Construction Site at any one time; and
- c) mitigate any impediment to emergency response, including but not limited to fire department, ambulance, snow removal operations, road maintenance, or obstruction of vehicular traffic.

5.2 Blasting

No blasting shall be performed on any Site unless approved as part of the Construction Management Plan. Notification shall be provided to the Ranch Manager a minimum of 72 hours in advance of any blasting operations, and in all cases blasting shall occur only between the hours of 9:00 AM and 5:00 PM. Blasting may be subject to certain restriction, which shall be determined by the Ranch Manager in its sole and absolute discretion and which may vary from Site to Site. A licensed blasting company must be used in any and all blasting operations and a licensed professional employed by the blasting company must be available on site at the time of the blast.

5.3 Contractor Pass and Stickers

The Ranch Manager monitors access and parking within Pilgrim Downs. As part of this program all Owner's Representatives and other contractors, subcontractors and service personnel must check in with Ranch Manager and may be required to display a pass or other indication of authority to enter Pilgrim Downs.

5.4 Completion of Construction

Once construction on a project is initiated, completion of the project shall be pursued with due diligence until completion pursuant to the approved Construction Management Plan and Construction Schedule. In such cases where construction of a project is suspended for more than thirty days, the Owner or Owner's Representative shall meet with the ACC to establish a revised schedule for completion. If completion of the project is to be delayed for an unreasonable length of time, the ACC may, at its discretion, require removal of any improvements constructed to date and the restoration and revegetation of disturbed areas of the Site to the condition existing prior to the commencement of Construction Activity.

Unless otherwise approved by the ACC, each Owner shall ensure that any Construction Activity it performs or causes to be performed shall:

- a) commence within one year after the ACC's approval of plans;

- b) be substantially complete within 12 months after commencement thereof, unless the project is a substantial renovation or new construction of a home, in which case it shall be substantially complete within 18 months after commencement thereof; and
- c) be fully and finally complete, including all required landscaping within 18 months after commencement thereof, unless the project is a substantial renovation or new construction of a home, in which case it shall be fully and finally complete within 24 months after commencement thereof.

5.5 Compliance with Laws and Regulations

Each Owner and Owner's Representative shall, at their own expense:

- a) comply with all terms and conditions of these Regulations, the Guidelines, the Compliance Agreement and the Declaration and all other Regulations promulgated from time to time by the Association that are applicable to its Construction Activities or which are generally applicable to Lots within Pilgrim Downs; and
- b) comply with all federal, state, and local laws, ordinances, orders, rules, regulations and other governmental requirements relating to its Construction Activities.

In addition, each Owner shall, at such Owner's expense, ensure that the Owner's Representatives comply with the foregoing terms and conditions.

5.6 Conservation of Landscape Materials

During the design review process, the ACC shall determine which natural features and vegetation on a Construction Site not directly impacted by the placement of building or other improvements shall be protected and preserved. The Owner shall then specify in the Construction Management Plan that such areas be protected.

Landscape materials such as trees, native or endangered plants, rock outcroppings and boulders that will be preserved shall be marked and protected by flagging, fencing, or barriers. The ACC shall have the right to flag major terrain features or plants, which are to be fenced off for protection.

No tree or shrub shall be removed without prior approval by the ACC.

Any terrain or plant materials designed for preservation that is damaged or removed during construction shall be promptly replaced or restored by the Owner. In the event that the Owner fails to timely replace or restore removed or damaged materials, the cost of replacement or restoration will be valued by the ACC and the value deducted from the Compliance Deposit.

5.7 Erosion Control and Vegetation Protection

The ACC shall not approve any proposed Construction Activity unless and until it has first approved an erosion control and soil stabilization plan as a part of the Construction Management Plan.

Once the ACC has approved such plans for a Construction Site, the Owner shall ensure that:

- a) trees, plants or other natural features not authorized for removal are not damaged;
- b) brush, surplus soil, and other excavated debris are promptly removed from the Construction Site;
- c) dust is controlled by a dust abatement method approved by the ACC;
- d) during all construction, all driveway, parking and lay-down areas are covered with at least three inches of three-quarter inch screened rock and the roads shall be scraped at the end of the work day to remove mud; and
- e) The site is fenced around the Limit of Disturbance Zone and silt fencing is placed where necessary for erosion control. All fencing shall be green in color.

5.8 Construction Equipment and Material Storage

Each Owner or Owner's Representative shall ensure that all construction material is stored in a designated materials storage area. Such storage area shall be indicated on the Construction Management Plan described above, and shall be located to minimize the visual impact from adjacent properties and roadways.

5.9 Debris and Trash Removal

Each Owner and Owner's Representative shall be responsible for assuring that

- a) at the end of each day, all trash and debris on the Construction Site is cleaned up and stored in proper covered containers or organized piles and not permitted to be blown about the Site or other property;
- b) at least once a week, all trash and debris are removed from the Construction Site to a proper dumpsite located off the Pilgrim Downs Property;
- c) due to the abundant wildlife within the Pilgrim Downs community, the general contractor arranges for and utilizes bear-proof trash containers on-Site at all times for food trash, and that no food trash is disposed of in anything other than a bear-proof container; and
- d) trash and debris are kept off the road right of way and adjacent property at all times.

5.10 Construction Hours & Noise

Construction Activities shall be limited to the following hours of operation:

Monday through Friday: 7:30 AM to 4:30 PM

At no time shall any Owner's Representative or other contractors, sub-contractors or laborers park and wait at the gate houses before 7:30 AM. No construction related activities or Construction Vehicles are allowed within Pilgrim Downs after 4:30 PM Monday through Friday, or at any time on Saturday and Sunday. In addition, no construction related activities or Construction Vehicles are allowed within Pilgrim Downs on any of the following holidays:

- i. New Year's Day,
- ii. Martin Luther King Day,
- iii. President's Day,
- iv. Good Friday,
- v. Memorial Day,
- vi. July 4th as well as July 5th if the 4th falls on a Thursday and July 3rd if July 4th falls on a Tuesday,
- vii. Labor Day,
- viii. Columbus Day,
- ix. Thanksgiving Day and the Friday following Thanksgiving,
- x. December 24th, 25th, 26th and 31st.

All Construction Vehicles must enter and exit through the Construction gate at the north end of Pilgrim Downs.

At all times each Owner shall use reasonable efforts to minimize external noise resulting from Construction Activity. No music that is audible outside of any structure shall be permitted.

5.11 Deliveries

All construction deliveries and pick-ups (including moving vans) shall travel during the hours of:

8:00 AM – 4:30 PM Monday through Friday

In addition, the Ranch Manager, in his sole and absolute discretion, may restrict the use of one or more such roads by Construction Vehicles whenever a special event, emergency, or similar activity presents the possibility of significant traffic congestion.

5.12 Field Staking

All building footprints, setback lines, and driveways, storage and lay-down areas shall be staked in the field. A licensed Colorado land surveyor shall stake the building footprint and setback lines. Staking must be completed prior to the ACC Pre-Construction Meeting.

5.13 Fire Protection

At least two fully-charged and inspected 10-pound ABC-rated dry chemical fire extinguishers shall be present and available in an easily accessible place on the Construction Site at all times. A lack of extinguishers located on a job-site will result in an automatic fine – see Section 5.14(t). Fire protection is the Owner’s responsibility, but the ACC recommends that the Owner or Owner’s Representative establish additional fire protection, the handling of combustible materials and suppression measures as part of an overall Site safety program. See also, Section 5.19 Heater Policy.

5.14 Prohibited General Practices

All Owners will be absolutely responsible for the conduct and behavior of their Owner’s Representatives in Pilgrim Downs. The following practices are prohibited within Pilgrim Downs by any Owner or Owners Representatives during the pendency of any Construction Activity on a Site and will result in an automatic fine and, in the sole discretion of the ACC, the cessation of all Construction Activity until further notice by the ACC:

- a) bringing pets, particularly onto Pilgrim Downs property;
- b) changing oil on any Construction Vehicle;
- c) allowing concrete suppliers and contractors to clean their equipment;
- d) removing any rocks, plant material, topsoil, or similar items from any property of others;
- e) carrying, use or discharge of any type of firearms or archery equipment;
- f) using disposal methods or units other than those approved by the ACC and not utilizing a bear-proof trash container for food trash;
- g) careless disposition of cigarettes and other flammable materials;
- h) careless treatment or removal of any native plant materials not previously approved by the ACC;
- i) disruptive activity including, but not limited to, public drinking, public nuisances, and disturbing the peace;
- j) drinking or possessing alcoholic beverages;
- k) working before or after the scheduled construction hours;
- l) driving trucks with uncovered loads onto Pilgrim Downs property;
- m) moving or removing any portion of the site fencing = \$1,000.00 fine or disturbing any area beyond the Limit of Disturbance Zone = \$2,500.00 fine;

- n) leaving any type of heater (internal or external) on overnight without approval of the Ranch Manager or violation of Section 5.19 of these Regulations, storing propane tanks within 15' of the road edge, and improper disposal of combustible or flammable materials on site = \$1,000.00 fine;
- o) failure to provide an updated subcontractor list to the ACC;
- p) failure to call in and request any level of inspection or the Pre-Construction meeting from the ACC = \$2,500.00 fine;
- q) failure to cover the jobsite dumpster or have it serviced regularly when full;
- r) failure to submit Construction Management Plan modifications, or other exterior modifications = \$1,000.00 fine and possible other penalties under the Declaration, the Guidelines and these Regulations;
- s) commencing any type of Construction Activity on a Site prior to the Pre-Construction Meeting with the exception of putting up the Limit of Disturbance Zone fencing and the construction sign;
- t) a lack of fire extinguishers on a job-site at any time as described in Section 5.13;
- u) violation of any part of the sign policy as described in Section 5.18;
- v) failing to report any type of hazardous material spills to Ranch Manager = \$1,000.00 fine and possible other penalties under the Declaration, the Guidelines and these Regulations;
- w) open burning / burning of construction debris on active construction sites = \$500.00 fine.

5.15 Protection of Property

Owner's Construction Activity shall be limited to its Construction Site unless the ACC provides specific written authorization to the contrary. An Owner shall promptly restore any Common Areas and/or other Sites damaged during its Construction Activity to the ACC's satisfaction and, in every case, within thirty (30) days after such damage occurs.

5.16 Roadway Maintenance

Each Owner and Owner's Representative shall keep all Pilgrim Downs roads and road rights-of-way free and clear of all materials, rubbish, and debris resulting from the Owner's Construction Activity and shall repair and revegetate any damage to roads, road right-of-way, and landscaping caused by Construction Vehicles used in connection with the Owner's Construction Activity. Any damage to Pilgrim Downs roads is the responsibility of the Owner, and any repairs necessary as a result of construction damage will be paid for by the Owner. No road cuts, deletions, or additions shall be made without the prior written consent of the ACC. Contractors

must keep the Site driveway and all adjacent roads clean from dust, dirt, mud, and debris at all times. During all construction, all driveways, parking and lay-down areas are covered with at least three inches of three-quarter inch screened rock and the roads shall be scraped at the end of the work day to remove mud. If a contractor fails to keep roads clean and if the ACC must arrange for cleaning, the cost of the cleaning will be billed to the Owner, care of the contractor.

5.17 Sanitary Facilities

On-site, enclosed chemical toilets must be available at all times when Construction Activity is taking place on a Construction Site. Chemical toilets shall be screened from view and shall be located so as to minimize any adverse impacts on other Lots, roadways and the Common Area in accordance with the approved Construction Management Plan. In no instance shall chemical toilets be placed within any road right-of-way or on the road.

5.18 Signage

REQUIRED SITE SIGNAGE

One temporary construction sign, prepared by a professional sign maker, shall be located within the Site boundary and shall be easily visible from the adjacent roadway or entry to the Site. The sign must conform to the ACC approved sign specifications (see Exhibit "C"). The construction sign must be placed on the site prior to the Pre-Construction Meeting and will be approved by a representative of the ACC at this time.

The ACC specifically reserves the right to approve or reject the design of any permitted signage. Stock plastic signs obtained at hardware stores will generally not be approved. Owners, Owner's Representatives, contractors, and brokers are required to submit sign designs to the ACC for approval before erecting them on Site.

PROHIBITED SIGNAGE

No other signage shall be permitted on a Construction Site at any time. This prohibition specifically includes, but is not limited to the following:

- a) For Sale or For Lease or Available signs
- b) Brokerage identifications signs
- c) Take One brochure or flyer boxes
- d) Balloons, flags, or other paraphernalia intended to draw attention to a Site
- e) Temporary Structures

Temporary office and storage structures may be maintained on a Construction Site. Temporary living quarters are not permitted on any Construction Site. Permitted temporary structures shall not be used for residential purposes at any time. Temporary structures shall be screened to

minimize the visual impact upon other Lots, roadways and the Common Area. The placement and screening of temporary structures must be drawn on the Construction Management Plan and approved by the ACC prior to their erection or installation. All temporary structures shall be removed within thirty (30) days after completion of the Construction Activity.

5.19 Heater Policy

The following procedures and guidelines must be followed when using heaters:

- a) Heater, tank and line shall be inspected prior to each use for leaks, improper fitting or faulty igniters. Faulty heaters shall be turned in to the construction trailer for repair.
- b) Heaters shall be placed on a level noncombustible surface. If used on a wood subfloor the heater shall be placed on a minimum 4'x4' piece of fire rated drywall or concrete board.
- c) The heater hose shall be extended straight out from the heater to the tank maintaining maximum distance from tank to heater.
- d) The heater shall be placed in the center of the room. If you are unable to place the heater in the center of the room with the hose fully extended from heater to tank then the room is too small.
- e) Heaters shall not be placed in hallways, closets, bathrooms, under stairs or in crawl spaces.
- f) Heaters shall not be left running overnight or unattended without prior written approval from the Ranch Manager. The Ranch Manager must be notified, by 3:00 PM, of any heaters that will run overnight. If a heater is not called in, a fine shall be levied and the heater will be shut off if it is not in compliance with these regulations.
- g) Subcontractors who need the use of heaters must contact the Ranch Manager prior to any such use.
- h) Propane heaters and tanks shall be stored no closer than 15' to roads or traffic areas.

5.20 Lighting

In an effort to curb light pollution within the Pilgrim Downs community, all project Superintendents will ensure that all lights are shut off for the evening before the last person leaves the job site.

6. CONSTRUCTION INSPECTIONS

In addition to any inspections required by the Eagle County Building Department and any other governmental or quasi-governmental entity with jurisdiction over the Construction Site, the Owner must schedule the following inspections with the ACC. The ACC shall use good faith efforts to conduct the inspections within ten (10) business days after receiving written requests. Should a Site not pass an inspection, the ACC shall provide notice to the Owner or Owner's Representative of the reasons for the failure. Absence of such inspections or notification during the construction period shall not imply approval of the work in progress or compliance with these Regulations. The Owner or Owner's Representative must schedule inspections on a timely basis. If changes to the stamped plans or approved modifications are discovered, a stop construction order shall be issued and construction shall not continue until the ACC has approved or negotiated the changes with the Owner or Owner's Representative.

After providing evidence to the ACC of corrections to the prior failure, the Owner may request a re-inspection. The ACC may enter upon a Site at any reasonable time to inspect the progress or construction and to ensure compliance with ACC-approved plans, the Construction Management Plan, and these Regulations.

6.1 Foundation Inspection and Framing Inspection

The Owner or Owner's Representative shall provide a written request for a foundation inspection by the ACC at least 10 days prior to commencement of any framing work. The ACC will inspect the foundation to ensure conformance with the plans approved by the ACC.

The Owner or Owner's Representative shall provide a written request for a framing inspection by the ACC within 10 days after completion of any framing work and prior to commencement of any further Construction Activity. The ACC will inspect the framing to ensure conformance with the plans approved by the ACC.

The Owner or Owner's Representative shall provide to the ACC an Improvement Location Certificate (ILC) after the completion of the foundation prior to the commencement of framing and then again at the completion of framing, and shall submit same with the request for foundation inspection and framing inspection, respectively. If an ILC is not provided or the improvement is not in compliance with the ACC-approved plans, the improvement shall be removed and/or corrected, at the Owner's or Owner's Representative's expense, per approved plans prior to continuation of any Construction Activity.

6.2 Exterior Material and Color Mock-Up Inspection

The Owner or Owner's Representative shall provide a written request for an exterior mock-up inspection by the ACC at least 10 days prior to commencement of any exterior finish work (painting, staining, installation of rock, etc.). The ACC will inspect the exterior materials and colors to ensure conformance with the plans approved by the ACC. The mock-up shall be located on one side of the garage.

6.3 Final Inspection

Upon final completion of all Construction Activity, including all landscaping required in connection therewith, the Owner shall request a Final Inspection from the ACC. Thereafter, the ACC shall inspect the Construction Site to ensure that all portions of the Construction Activity, including all remedial work, are fully complete and have been performed in compliance with the ACC-approved plans and these Regulations.

7. CERTIFICATE OF COMPLIANCE AND OCCUPANCY

Certificates of Compliance are issued by the ACC. The Eagle County Building Department issues *Certificates of Occupancy*. An Owner may not occupy or otherwise use any improvement constructed on a Construction Site until it has received:

1. A Certificate of Compliance from the ACC; and
2. A Certificate of Occupancy or a Temporary Certificate of Occupancy from the Eagle County Building Department.

A certificate of Compliance will not be issued until all inspections have been completed and all outstanding items have been addressed.

7.2 Certificate of Compliance

If an Owner has performed its Construction Activity in compliance with its approved plans and these Regulations, the ACC will issue a Certificate of Compliance to the Owner following a Final Inspection. If the Owner has failed to perform its Construction Activity in compliance with its approved plans, the approved Construction Management Plan and these Regulations, the Owner shall promptly perform such remedial work, as the ACC shall require.

7.3 Modifications

All exterior and site modifications to the ACC-approved plans shall be submitted to the ACC office for review and approval prior to installation. Additions and remodels, whether exterior, interior or both, are included in this policy.

8. ENFORCEMENT

If an Owner, Owner's Representative, or the contracting company performing any Construction Activity on the Construction Site (the "Contracting Company"), or any of their agents, employees, or subcontractors violate any term or condition set forth herein, the Association shall have the following rights and remedies, which may be exercised against the Owner and, in the event that the violation is committed by an Owner's Representative or the Contracting Company or their agents, employees, or subcontractors, then against the Owner, the Owner's Representative, the Contracting Company, or any combination thereof.

8.1 Right to Self Help

After (1) notifying the Owner, Owner's Representative, or Contracting Company of a violation of the Guidelines, the Regulations, the Declaration, or any covenants, conditions, restrictions, rules or regulations established or permitted by the Declaration and (2) providing the Owner a reasonable opportunity to cure, the Association may, but is not obligated to, enter upon the Site and cure such violation at the Owner's cost and expense. If the Association cures any such violation, the Owner shall pay to the ACC the amount of all costs incurred by the Association in connection therewith, plus an administrative fee equal to fifteen percent (15%) of all such costs, within five (5) days after the Owner receives a written invoice therefore from the ACC. In the event that an Owner's Representative or Contracting Company causes the violation resulting in the Association's entering upon the Site and curing, the Association may charge the Owner's Representative, the Contracting Company, the Owner, or any combination thereof for all costs incurred by the Association in connection therewith, plus the administrative fee set forth above.

8.2 Right to Fine

Except where other fine amounts are expressly provided for violation of certain provisions of these Regulations, including without limitation the provisions of Section 5.14, the Declaration or any other rules and regulations of the Association (which express fines shall apply in those instances), the ACC, may impose a fine of Two Hundred Dollars (\$200.00) per day that the violation exists following the date of notice to the Owner of the violation and until such violation is completely cured against the Owner, or in the event the violation is committed by the Owner's Representative or Contracting Company, then against the Owner, the Owner's Representative, the Contracting Company, or any combination thereof for the first violation of any terms or conditions of these Regulations. For each subsequent violation that is either a new violation of a different provision of these Regulations or a repeat violation of a provision of these Regulations, the ACC may impose a fine in an amount equal to twice the amount of the fine most recently previously imposed on the Owner, the Owner's Representative, or the Contracting Company, up to a maximum fine of Three Thousand Two Hundred Dollars (\$3,200.00) per day. Prior to imposition of any such fine, the Association's Ranch Manager, designated ACC Representative, or legal counsel shall give notice of the violation and the proposed fine to the Owner, the Owner's Representative, the Contracting Company, or any combination thereof, as the case may be, and shall advise the party(ies) of their right to a hearing regarding imposition of the fine before the ACC. If the Owner, the Owner's Representative, the Contracting Company, or any combination thereof, as the case may be, desires a hearing, such party(ies) shall give notice of demand for a hearing to the ACC within ten (10) days after the date of the notice of violation, and the hearing shall occur within thirty (30) days after the demand is received. If no demand is received, the Owner, the Owner's Representative, the Contracting Company, or any combination thereof, as the case may be shall pay any fine imposed and all costs and damages incurred within twenty (20) days after the date of the notice of violation. If a demand for hearing is received, and if either the Owner, the Owner's Representative, the Contracting Company, or any combination thereof, as the case may be fails to appear at the hearing, or if the ACC determines to impose a fine at the hearing, then Owner, the Owner's Representative, the Contracting Company, or any combination thereof, as the case may be shall pay any fine imposed and all costs and damages incurred within five (5) days after the conclusion of the hearing. If the owing

Owner, Owner's Representative, or Contracting Company fails to pay such fine(s) when due, the fine will double and will be subject to interest at the rate of eighteen percent (18%) per annum until paid, and ultimately the ACC may deduct the amount of the fine and all costs and interest from the Owner's Compliance Deposit and/or take such other action as is permitted under the Declaration, the Guidelines, and these Regulations. Although the amount of fines, costs and interest levied may be deducted against the Compliance Deposit, the amount of the Compliance Deposit is not a limit on the amount of fines that may be levied. Until the fine has been paid and the infraction is corrected, no approvals shall be granted by the ACC.

8.3 Right to Sue for Injunctive Relief

The Association may sue the Owner, the Owner's Representative, the Contracting Company, or any combination thereof, to enjoin violation of the Declaration, the Guidelines and these Regulations.

8.4 Right to Sue for Damages

The Association may sue the Owner, the Owner's Representative, the Contracting Company, or any combination thereof for all damages, losses, costs and expenses, including, without limitation, reasonable attorney's fees and disbursements incurred by the Association as a result of any violation of any term or condition of the Declaration, the Guidelines and these Regulations.

8.5 Default Assessment; Lien

Any amounts owing to the Association under these Regulations and not paid when due shall become a default assessment and shall entitle the Association to all remedies for collection of assessments as provided in the Declaration. As provided in the Declaration, the Association shall have a lien against the Site and all of the Owner's other properties within Pilgrim Downs to secure payment of:

- a) any fee, charge, fine or other amount due from the Owner, the Owner's Representative, or the Contracting Company to the ACC under the Declaration, the Design Guidelines, and these Regulations;
- b) interest on any unpaid amounts at the rate of eighteen percent (18%) per annum (or such lesser percent, if eighteen percent exceeds the maximum rate permitted by any applicable usury statute in effect at the time) from the date due until paid; and
- c) all costs, damages, and expenses of collection any unpaid amounts, including, without limitation, reasonable attorney's fees and disbursements.

Any such lien may be foreclosed as a mortgage under the laws of the State of Colorado. This lien may be evidenced by a lien statement executed by the Association and recorded against the Owner's Site.

8.6 Other Rights and Remedies

The Association shall have all other rights and remedies available to it by law or in equity. All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy, including loss of privilege of use of the homeowner common area facilities.

The Association and the ACC hereby empower and direct the Ranch Manager, the designated Administrator of the ACC, or the Association's counsel, as its agent, to enforce and carry out any and all of the foregoing remedies (except the rights of a lien holder) including the right to fine.

8.7 Execution of Acknowledgement of the Regulations

The Association or ACC may, at any time, require that the Owner, the Owner's Representative, the owner of the Contracting Company, and the on-site superintendent or project manager that will be supervising the Construction Activity execute a form (the "Form") acknowledging the Regulations and the Association's remedies in the event that the Owner, the Owner's Representative, or the Contracting Company or its agents, employees, or subcontractors fail to comply with the Regulations. Each signatory of the Form shall acknowledge and agree to comply with the Regulations and shall acknowledge and agree that in the event of failure to comply, the Association may take any or all of the actions included within this Section 8 against the Owner, and, in the event of violation by the Owner's Representative or the Contracting Company or its agents, employees, or subcontractors, take any or all of the actions included within this Section 8 against the Owner, the Owner's Representative, the Contracting Company, or any combination thereof. The ACC may require that the Form be fully executed as a condition precedent to allowing Construction Activity to commence or continue.

EXHIBIT A: SOURCES OF INFORMATION REGARDING CONSTRUCTION AT PILGRIM DOWNS

Pilgrim Downs Property Owner's Association
c/o Adam Quinton, President
141 East 88th Street, Apt 3C
New York, NY 10128
(203) 219-5215
aandaquinton@gmail.com

Architectural Control Committee (ACC)
c/o Jim Childers
137 Main Street, Unit O202
Edwards, CO 81632
(970) 471-4665
jac_62@msn.com

Eagle County Community Development
(Construction Permits and Wildfire Regulations)
P.O. Box 179
Eagle, CO 81632-0170
970-328-8730

Holy Cross Electric Association (Electrical Service)
P.O. Box 972
Avon, CO 81620
970-949-5892

CenturyTel (Telephone and Cable Television Service)
27850 Harris Rd
La Junta, CO
800-261-7649 (residential accounts)
800-922-1987 (line locates)

Comcast Cable (Cable Television and Internet Services)
281 Metcalf Rd, Suite 110
Avon, CO 81620
888-824-4010

Black Hills Energy (Gas)
96 Co Rd 160
Glenwood Springs, CO 81601
(888) 890-5554

EXHIBIT B: ACC RELEASE OF COMPLIANCE DEPOSIT SIGN-OFF SHEET

In order to obtain a refund of your Compliance Deposit, you must obtain the following signatures on this form. Present this form, with all the applicable agencies' signatures to the ACC for processing of this information and release of the remaining Compliance Deposit balance.

Compliance deposits will not be released until the ACC Staff has issued a permanent Certificate of Compliance.

Lot: _____ Block: _____ Filing: _____

Street Address: _____

Owner: _____

Mailing Address: _____

Contractor: _____

Mailing Address: _____

The above referenced property is in conformance with the approved ACC plans and Pilgrim Downs standards, and is in compliance with all legal aspects for permanent occupancy.

Pilgrim Downs Architectural Control Committee _____

Printed Name of Signatory _____ Date _____

EXHIBIT C: CONSTRUCTION SIGN REQUIREMENTS

Pilgrim Downs Site Sign Specifications

1. Sign Size: 3 FT. HIGH BY 4 FT. WIDE, ½ IN. FINISHED MDO, Medex, or Omega Board.
2. Sign Colors: Border and copy in antique white.
3. Background color match to Sherwin Williams 1469 exterior grade, Forest green dbl-side paint.
4. Font: Pontiflex Medium Condensed.
5. Posts: 4 ft. by 4 ft., raw cedar or fir (not wolmanized).
6. Sign Height: 72 in. from the ground to the top of sign.
7. Sign Location: 15 ft. off road pavement and 10 ft. off driveway pavement.
8. Text: first four lines are mandatory, 2 or 4 lines max for builder and architect. Realtor rider is optional. Any additional copy must be approved by ACC. No logos.
9. Text Size: see examples.

Additional information and templates are available at:

Sign on Design

970-949-4565 phone

970-949-4670 fax

EXHIBIT D: RULES OF THE ROADS AND USE OF THE ROADWAY IMPROVEMENTS

1. **Limitation on Capacity.** In order to protect Pilgrim Downs Road from damage and because the capacity of Pilgrim Downs Roads limited, the level and type of use on Pilgrim Downs Road shall be restricted. Accordingly, vehicular access shall be limited as follows:
 - a) **Freeze/Thaw Cycle.** The maximum load limit allowed on Pilgrim Downs Road shall be 12,000 pounds per axle during the freeze/thaw cycle. Dates of the freeze/thaw cycle shall be determined by the Ranch Manager. No waiver or exception to the weight limits shall be permitted during the freeze/thaw cycle.
 - b) **Maximum Load Limit.** The maximum load limit for all vehicles accessing Pilgrim Downs Roads during the non-freeze/thaw cycle shall be 18,000 pound per axle.
 - c) **Maximum Wheel Base Length.** The maximum wheel base of self-propelled vehicles authorized to use Pilgrim Downs Roads shall be twenty-four feet (24') measured from the center line of the front most axle to the center line of the rear most axle on the vehicle. A single trailer may be attached to the self-propelled vehicle. The length between the attachment point of the trailer to the self-propelled vehicle and the centerline of the rear most axle of the trailer shall not exceed twenty-four feet (24'). Vehicles not in conformance with the above restrictions will be allowed access to Pilgrim Downs Roads only if.
 - i) Notice has been provided to the Pilgrim Downs office no less than twenty-four (24) hours in advance; and
 - ii) The applicant has paid Pilgrim Downs an escort fee and a road impact fee of five hundred dollars (\$500) per round trip. An administrative fee of fifty dollars (\$50) will be added to any billed escort fees.
2. **Slow Moving Equipment (SME).** SME are Construction Vehicle not designed for highway use, licensed for public roads and which can not maintain a speed of 25 mph. SME shall be restricted but not prohibited on Pilgrim Downs Roads. SME must yield to motor vehicle traffic at all times.
3. **Over Width Loads.** Due to limitation of Pilgrim Downs roads, any vehicle, piece of equipment, or load may be deemed over-width or over-sized by Pilgrim Downs.
4. **Escort Fee.** The escort fee is \$100 per round trip.
5. **Exemptions.** The following vehicles are exempt from the requirements of these Rules of the Road.
 - a) Garbage trucks engaged in providing non-construction related trash removal service for Pilgrim Downs property owners.
 - b) Vehicles hauling forty (40) cubic yard trash containers that do not exceed twenty-seven feet (27') maximum wheel base measured from the center line of the front most axle to the center line of the rear most axle on the vehicle.
 - c) Emergency vehicles of all types.

- d) All Pilgrim Downs vehicles and equipment and any contractor equipment under contract with Pilgrim Downs.
6. **Road Blockage.** Any person, who is required to block any Pilgrim Downs road, easement or area during construction for any reason whatsoever, shall provide the Ranch Manager with advance written notice. Written approval from the Ranch Manager or his authorized representative for such blockage is required at least 24 hours prior to the blockage. The written request shall contain at least the length of time of the blockage and a plan for traffic control acceptable to Pilgrim Downs during the blockage.
7. **Steel Tracked Equipment.** Steel tracked equipment shall be prohibited from any Pilgrim Downs road at all times unless proper precautions (rubber mats, tires) are taken to protect the road surface.
8. **Unauthorized Use of Pilgrim Downs Roads.** Pilgrim Downs shall enforce this Resolution by collection of the fees set forth above, denial of access to Pilgrim Downs roads by vehicles not authorized above, and penalties for violations in amounts to be determined by the Board as amended from time to time.
9. **Penalties.** Pilgrim Downs may impose penalties upon the offending property owners according to the following schedule:
- a) For allowing a vehicle to leave the Property Owner's Property with a weight in excess of these Rules of the Road and subsequently to travel Pilgrim Downs Roads during the freeze/thaw cycle the Property Owner shall pay a penalty of two thousand dollars (\$2,000).
 - b) For allowing a blockage of any Pilgrim Downs road during construction on a Property Owner's Property without written approval of the Pilgrim Downs Ranch Manager or his authorized representative, the Property Owner shall pay a penalty of five hundred dollars (\$500).
 - c) For allowing a steel tracked vehicle to operate on a Pilgrim Downs road without proper road protection the Property Owner shall pay two thousand dollars (\$2,000).
 - d) For allowing Slow Moving or Over-width/over-sized Equipment to operate on Pilgrim Downs roads without property escort the Property Owner shall pay a penalty of five hundred dollars (\$500).
10. **Waiver.** The Pilgrim Downs Ranch Manager may waive the application of this Resolution. All requests for waiver must be submitted in written form to Ranch Manager and shall outline applicable hardship data supporting the request for waiver. The Ranch Manager may grant, deny or approve with fee and/or other conditions the waiver. The Ranch Manager may waive the application of the resolution retroactive and refund any paid fee.