



FROST CREEK

EAGLE, CO

DESIGN GUIDELINES

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I – INTRODUCTION TO FROST CREEK

Frost Creek offers a unique opportunity to create a community of homes situated in the spectacular Brush Creek Valley. As one drives up the Brush Creek Valley to Frost Creek, it becomes apparent that this valley encompasses all of what makes Colorado a great place. The rich ranching heritage combined with the uncompromised beauty of the surrounding peaks of the Sawatch Range make it a truly special place.

Frost Creek has been planned and developed with a commitment to preserving and enhancing the pristine mountain valley environment. The natural topography and beauty of the land provides the context of all development within Frost Creek. The number one goal of the Frost Creek Design Guidelines is to ensure that Frost Creek's built environment respects and complements the natural beauty and splendor of its surroundings and that all homes complement and respect one another.

The planning of the Frost Creek development was done to be in harmony with nature and the physical surroundings as evidenced by the relatively few homesites on the project's extensive acreage. Each of Frost Creek's custom homesites were carefully located to provide ample room between homes. This was done to ensure that every custom homesite in Frost Creek offers the utmost quality in its views, terrain, orientation and privacy.

The Frost Creek Design Guidelines and related documents have been prepared to ensure that there is flexibility in the design of each home while at the same time making sure that there is consistency in the overall fabric of the community.

A. PURPOSE OF THE FROST CREEK DESIGN GUIDELINES – CUSTOM HOMESITES

The Frost Creek Design Guidelines have been written to help Owners and their architects implement the design goals and philosophy of Frost Creek by providing a general guide for the design and development of homes and improvements. These Guidelines provide the principal tool for maintaining the desired design quality of the built environment of Frost Creek.

One of the major objectives of these Guidelines is to ensure that the goals and philosophy of Frost Creek are met. It is not intended, however, to suggest that all homes in Frost Creek must be designed the same. In fact, these Guidelines are written to encourage architectural diversity within the context of the overall goals and philosophy of Frost Creek. It is the intention of these Guidelines to provide room for architectural diversity while at the same time making sure that no built structure, or improvement, detracts from the overall quality and appearance of Frost Creek.

The Frost Creek Design Guidelines have been written to provide general design concepts rather than provide a strict checklist of absolute design standards. This was done to help allow the desired architectural diversity yet still give guidance to ensure compliance with the overall Frost Creek philosophy.

The Design Guidelines are administered by the Design Review Committee (DRC) as designated by the CC&Rs for Frost Creek and by the Design Review Administrator (administrator). The DRC is comprised of an odd number of members with a minimum of three members and a maximum of seven. Each member shall either be a representative of the Declarant; a lot or unit owner or occupant; or an architect, landscape architect, or engineer who may or may not be a property owner or occupant. The Executive Board of the Master Association may appoint or remove a member of the DRC at any time without cause. The administrator shall be considered a subcommittee of the DRC with the authority to approve certain applications administratively as directed by the DRC, including extensions of previous approvals, minor exterior building modifications and additions, landscape modifications, and similar improvements.

B. THE FROST CREEK DESIGN PHILOSOPHY – CUSTOM HOMESITES

The overriding vision for Frost Creek is to create a contemporary community based on mountain and ranch style architecture. The design philosophy is driven by a desire to allow Frost Creek to develop with a strong sense of connection to the land and its surroundings. Respecting the rich ranching heritage of the Brush Creek Valley and allowing designs that incorporate contemporary interpretations of traditional forms and materials are key components in the design philosophy of Frost Creek.

The Frost Creek land planning process was done to allow homesites to be well spaced which allows for privacy, preservation of view corridors, and the feeling that each home can blend with the existing terrain and landscape. It is critical that each home that is designed and each homesite that is developed in Frost Creek not only respect the existing landscape but also respect the overall community.

There are many design principles that can be employed to achieve design continuity while at the same time allow for individual interpretations and expressions of the mountain and ranch architectural vernacular. Some of these principles are continuity of architectural style, the use of appropriate building materials, incorporating design elements that are of human scale and landscaping that is well integrated to both the home and site. Through the implementation of these and other design principles Frost Creek will be a community that allow expression of individual design styles yet has an overall sense of harmony with its surroundings.

In order to achieve these design goals, it is strongly encouraged that homes and landscape plans be designed by Colorado licensed architects and professional landscape architects.

II – ARCHITECTURAL GUIDELINES: CUSTOM HOMESITES

A. INTRODUCTION

1. The intent of the Frost Creek Design Guidelines for Custom Homesites is to allow diversity and flexibility in design, while developing a general unity of style and appearance of individual residences. Each residence should respond to the natural feature of its lot, while allowing individual character within the parameters of the Guidelines.
2. The architectural materials inherent to the Rocky Mountains focus on the use of natural woods, timber detailing and stone with limited uses of stucco and exposed metals. The use of natural materials that are well proportioned to the structure is highly encouraged. The expression of structure through the use of exposed timbers can be found in many buildings in the mountain environment.

B. BUILDING HEIGHT, MASSING, AND SCALE

1. In keeping with Frost Creek's design philosophy of designing the home with the natural features of the site, buildings should step with the natural contours of the lot. The maximum building height allowed in Frost Creek is 35'. The building height is measured according to the Building Height definition found in the Frost Creek PUD Guide as follows:

Building Height. The building height is determined by measuring a series of points at equal intervals around the perimeter of the building no greater than 15 feet apart. At each interval the height shall be measured from finished grade (the final grade after completion of construction improvements) to the midpoint between the eave and ridge of all sloped roof planes or the top of all flat roof planes at this interval. Building height is then determined by averaging all of the interval heights around the building.

With this method of calculating height, the maximum ridge elevation of a home will vary depending on the existing grades and contours.

2. While the massing of the home shall be designed in relationship to its lot, all homes in Frost Creek, shall be designed with an understated human scale. This can be achieved in a number of ways. For example, a composition of smaller structures may have a more comfortable scale than a single larger structure. The mass of a structure can also be reduced by stepping building heights and by providing offsets in building elevations. Large expanses of continuous vertical wall planes shall be avoided.
3. The use of articulated building forms that respond to the natural grades of the site while providing a sense of human scale are inherent to the goals of the Frost Creek Design Guidelines. Large uninterrupted roof lines and wall planes do not meet the goals of the Frost Creek Design Guidelines.

C. ROOFS

1. All major roofs of a structure shall have roof pitches between 3:12 to 9:12. Roof pitches up to 12:12 may be approved by the Design Review Committee (DRC) on a case by case basis. Roof forms shall be limited to gable, gambrel, hip and shed roofs. Limited uses of flat roofs or roofs less than 3:12 may be approved by the DRC on a case-by-case basis where the overall architecture and building forms are consistent with these Guidelines.
2. Deep roof overhangs and dormers are encouraged to add interest and variety to the roof forms. When used, dormers should be an integral part of the roof form and designed in proportion to the overall scale of the roof.
3. Roof materials shall be of materials of a Class A assembly and utilizing unit pieces such as fire treated cedar shake, slate or unglazed concrete tile. Simulated cedar shake and simulated slate roofing may be approved on a case by case basis by the DRC. Metal roofing may also be approved by the DRC on a case by case basis. Roofing colors should be limited to the muted grey/browns tones, natural aging metals such as copper and Corten, and be natural in their appearance. In general, the roof materials should blend in and harmonize with the existing landscape. The use of reflective roof materials is not allowed. All roof flashings shall be copper, or a painted metal color as approved by the DRC.
4. Snow diverters and retainers may be necessary on certain roof forms and certain areas of the house. If used, they should be designed to be complementary to the architecture of the residence.
5. When skylights are used, they shall be integrated with the roof form. Roof mounted solar panels shall be installed flush with the roof line.

D. EXTERIOR WALLS AND SURFACES

1. A limited palette of materials based on the materials inherent to the Rocky Mountains should be used in the composition of all walls. These materials shall consist of wood, stone, and timber. Limited amounts of natural aging metals such as copper and Corten may be approved by the DRC on a case by case basis. Limited amounts of stucco may also be approved on a case by case basis.
2. Stone should be used to express structural massing and also be used around the base of the structure to help ground the home to the site and imply structural integrity of the foundation of the home. The stone type and layup shall have a structural appearance and not appear to be a veneer type of application. All stone type and layup techniques must be approved by the DRC. Stone cannot end on an exterior corner and must return to finish on an inside corner of the building. Exposed concrete foundations are not permitted. In all cases stone shall be used below the lighter wood-sheathed elements so as to visually support the wood portion of the structure. At no time shall stone be allowed to be above wood siding while on the same wall plane. Use of artificial stone is prohibited.

3. The use of wood for a wall material is highly encouraged. The wood wall cladding material should be substantial and in proportion to the scale of the residence and be of adequate dimension to prevent the spread of wildfire. The use of rough sawn, wire brushed, and hewn wood siding is allowed. Appropriate wood siding includes western cedar, redwood spruce, or pine with sound tight knots or better. When such materials are used, they shall be treated with a natural preservatives, semi-transparent stain, pigmented stain or paint. All colors and treatment of wood techniques must be approved by the DRC prior to their implementation. Reclaimed wood siding may be approved by the DRC on a case by case basis. Smooth wood wall cladding may be approved by the DRC on a case by case basis. Log and timber siding may be approved on a case by case basis by the DRC. Window and door casing shall be wood and exterior window trim shall relate to other building materials. The use of headers and sills are required and should be integrally designed with the wall.

E. WINDOWS AND DOORS

Openings for windows and doors shall be designed in proportion to the structure and the form of the residence. Large groups of windows may be permitted by the DRC if the windows have adequate mullions to separate the individual panes that give the appearance of an appropriately proportioned window assembly and not a large uninterrupted window wall. Large window assemblies are encouraged to be under deep overhangs to help provide shade and relief to the window assembly. Window and door materials shall be wood, pre-finished aluminum (in an approved color), copper or steel. Openings of unusual shapes and sizes that detract from the overall design of the home should be avoided. The use of colored, reflective, or mirrored glass is not permitted.

F. DECKS AND BALCONIES

Above grade decks and balconies can help to reduce the scale of a home and add overall interest to the design of the home and are encouraged where the contours of the existing land allow. Decks and balconies should be well integrated into the structure of the home and compliment the overall appearance of the home. The use of stone and heavy timber construction for above grade decks and balconies is encouraged and should be detailed with materials and colors that are consistent with the overall design of the home. Covered decks and balconies should have roof forms that are consistent with the rest of the home and appear to be natural extensions of the home. The undersides of decks that are visible should have a finished, architectural quality.

G. CHIMNEYS, ROOF VENTS, AND FLUES

1. Chimneys are often prominent visual elements of a home. They should be designed to be well integrated into the home and be in proportion to the rest of the home. They should be constructed of stone and have a high quality and appropriately designed custom cap that fully conceals the more mechanical and pipe elements of a chimney. Building height limitations do not apply to chimneys.

2. All direct vent fireplace vents must be painted to match the surrounding building materials.
3. All roof vents and flues should be placed on the back side of the house. All plastic, pvc and abs vents must be covered in copper or other rich metal consistent with the architecture. Any metal vents or flues must be painted to blend with the roof. To the extent possible, the number of roof penetrations should be limited and consolidated into single flues or chimney forms.

H. TRIM AND ACCENT COLORS

All trim work, mullions, soffits, fascias, flashing and other exterior finishes shall be consistent with the materials and color of the home. Accent colors may be used to provide visual interest to a home but shall not call undue attention to any single element of the home. Trim and accent colors should be selected to reflect colors found in the existing landscape of Frost Creek. The use of bright colors should be avoided. All colors must be approved by the DRC prior to their installation.

I. ACCESSORY STRUCTURES

All accessory structures such as guest houses, pool houses, garages, etc. shall be well integrated and consistent with the design of the home. Integration can be achieved with the use of similar materials, colors, architectural style, and form. Accessory structures should be visually or physically connected to the home by the use of landscaping, walls, roof forms, or walkways.

For accessory structures proposed after the original home has been constructed, the following additional requirements apply:

1. Accessory structures should be designed to minimize additional site disturbance. Where vehicular access is proposed, the design should use the existing driveway whenever feasible. New large driveway areas created solely to serve accessory structures may be denied by the DRC. The DRC may also require modifications to existing driveways to reduce overall pavement area.
2. Any accessory structure that includes additional bedrooms, bathrooms, or plumbing fixtures must re-enter the OWTS review and design process. The HOA's OWTS engineer of record will review the proposed plans and the existing OWTS to determine whether the system is adequate to serve the accessory structure. If the system is not adequate, improvements or a redesign may be required. Applicable review and design fees will apply.

J. TRASH STORAGE, EQUIPMENT, AND METERS

1. All trash must be stored inside the home or accessory structure. Trash containers should be put out and taken back in on the same day as trash pick up.

2. All utility meters and connections shall be enclosed and incorporated into the design of the home.
3. Snowmelt boilers should be placed indoors. If a snowmelt boiler is placed outdoors the boiler must be screened appropriately including screening views from above.

K. GARAGE DOORS

Garage doors shall compliment the architectural style of the home. Single width garage doors are highly encouraged. A maximum of 4 single garage doors in the same elevation are allowed per residence. Doors beyond 2 in a single plane may be required to have a horizontal setback to avoid a long unbroken wall plane. Materials and treatments of garage doors should reinforce but not over power the architecture of the home. Garage door cladding shall be wood or an approved metal with glass accents. Frosted glass garage doors may be permitted subject to DRC approval while taking into consideration potential interior lighting impacts to neighboring properties. Raised panel garage doors are not allowed.

L. EXTERIOR LIGHTING

Frost Creek is a dark-sky neighborhood. The intent of the exterior lighting section of the Frost Creek Design Guidelines is to provide for safe passage and movement during the night time hours while not causing unnecessary light pollution on neighboring lots or when viewed from a distance. All exterior lighting is subject to approval by the DRC. All exterior lighting, including soffit lighting and landscape or path lighting, is required to be shown on an exterior lighting plan. The exterior lighting calculation worksheet is provided in Appendix H.

The maximum number of exterior light fixtures shall generally be limited to the minimum number of light fixtures required for each structure by the building code in effect for Eagle County. All exterior lighting shall be dark night sky compliant. Exterior lighting shall be low-level with maximum 400 lumen fixtures. If a light fixture is on a dimmer switch, the lumen output at the highest setting shall not exceed 400 lumens. Total luminous output of all exterior light fixtures for a property, including landscape lighting, shall be limited to 6,000 lumens and this shall be demonstrated on the exterior lighting calculation worksheet. No light source may be directly visible from off of the site. A light source is defined as the bulb, diode, or other light emitting source contained within a light fixture.

Soffit lighting is only permitted at covered porches, covered entryways, and covered decks or balconies where the roof overhang is a minimum of 5 feet. Soffit lighting shall be required to be appropriately shielded if visible from off of the site. All exterior light fixtures, including landscape lighting, shall be controlled by a timer, with the intent that lights shall not be illuminated all night long. The Frost Creek Homeowners Association may adopt rules limiting the hours that exterior lights may be illuminated.

Floodlights, spotlights, and other angled lighting fixtures are not permitted.

Exceptions to the maximum number of exterior light fixtures are as allowed for landscape lighting as provided herein.

Landscape and site lighting is to be minimal and used essentially for safety and easy identification of entrances, steps and walkways and in compliance with the provisions found in the Frost Creek PUD Guide. Regular spaced driveway lighting is not permitted although a few driveway bollards in key locations may be approved. All exterior lighting shall be indirect, shielded and or hooded, so the light source is not visible from off site. With the exception of down-lighting along a driveway and at the address marker, lighting outside of the Building Envelope is prohibited. Low level landscape accent lighting immediately surrounding a home may be permitted; however, up-lighting of trees or walls is prohibited. Except for low-level driveway lights and address monument lights approved by the DRC, all lighting is to be located within the homesite.

Exterior holiday lights, white and nonmoving or blinking, are permitted from the weekend before the Thanksgiving holiday through January 15. The holiday lights should generally be within the building envelope and not lighting up the perimeter of the property. The Frost Creek Homeowners Association may adopt rules limiting the hours that holiday lights may be illuminated. The Design Review Committee reserves the right to monitor and control what holiday decorations are displayed. Holiday lighting is to be turned on and off with an automatic timer.

M. SATELLITE DISHES

Satellite dishes with a diameter of not more than 39" are allowed subject to approval of the DRC for an appropriate location. Installations visible from the street must be placed in the most inconspicuous location possible and painted to blend with the surrounding building materials as necessary. Satellite dish locations above the ridgeline of the house are not permitted.

O. EXTERIOR FIRE SUPPRESSION SYSTEMS

Exterior fire suppression systems may be approved to improve the wildfire resilience of homes and property. Because these systems are supplemental to defensible space, ignition-resistant construction, and emergency response, they shall not be considered a substitute for any fire mitigation measures required by Frost Creek, Eagle County, or the local fire district.

Exterior fire suppression systems are permitted as an accessory feature to a residence subject to DRC approval. The system shall be designed as an integrated component of the residence and site and shall minimize visual impacts.

Exterior fire suppression systems shall:

- Be professionally designed.
- Comply with all applicable building, plumbing, electrical, and fire codes.
- Be installed in accordance with the manufacturer's specifications.
- Obtain all permits required by the local jurisdiction.
- Not create hazards for neighboring properties.

The following standards shall apply:

1. Design Review

Plans for all exterior fire suppression systems, including associated equipment, water storage facilities, piping, controls, nozzles, and related appurtenances, shall be submitted to the DRC for review and approval prior to installation.

2. Water Storage Facilities

All water storage facilities, including cisterns, underground storage tanks, or similar infrastructure, shall be shown on the site plan and landscape plan submitted with the application.

Water storage facilities shall:

- be installed underground;
- be located entirely within the approved building envelope;
- be designed solely to serve the exterior fire suppression system;
- not adversely affect the location or operation of the on-site wastewater treatment system (OWTS), including the septic tank, leach field, etc.; and
- be designed to prevent erosion or drainage impacts to adjacent properties.

3. Water Supply

Pursuant to Frost Creek's water agreements, potable water supplied by the Town of Eagle and water supplied through the Frost Creek irrigation system shall not be used to fill or replenish exterior fire suppression water storage facilities. Water shall be obtained from a legally authorized off-site source and delivered by truck or other approved means.

Exterior fire suppression systems shall remain completely independent of the Town of Eagle potable water system and the Frost Creek irrigation system. Cross-connections between these systems are prohibited.

4. Fire Suppression Agents

Exterior fire suppression systems utilizing foam, gel, water-enhancing agents, or other fire suppression products shall use only agents specifically designed and listed for residential wildfire or structural exterior fire protection. The fire suppression agent shall be compatible with the installed system and used in accordance with the manufacturer's specifications.

Fire suppression agents shall be stored within the residence, garage, or another enclosed accessory structure approved by the DRC. Storage tanks, reservoirs, or containers shall not be installed outdoors or underground and shall be protected from freezing, excessive heat, and direct sunlight.

Where commercially available and compatible with the approved system, fire suppression agents should be biodegradable and free of intentionally added per- and polyfluoroalkyl substances (PFAS). Alternative products may be approved by the DRC when they provide an equivalent or greater level of wildfire protection and comply with applicable fire protection standards.

5. Screening and Integration

All visible components of the exterior fire suppression system, including vents, access hatches, control equipment, exposed piping, nozzles, and other appurtenances, shall be designed and located to minimize visual impacts. Equipment shall be integrated into the architecture and landscaping of the property to the satisfaction of the DRC.

6. Maintenance

Exterior fire suppression systems shall be maintained in good working order by the property owner in accordance with the manufacturer's recommendations. Systems that are abandoned or become inoperable shall be repaired, removed, or properly decommissioned. Repairs, replacements, or modifications that materially alter the appearance, location, capacity, or operation of the system shall require DRC approval.

III – SITE DEVELOPMENT GUIDELINES: CUSTOM HOMESITES

This section defines the guidelines and standards for the site development of each Custom Homesite including the siting of structures, grading, and drainage. The goal of these Guidelines is to protect the existing nature of the land and help new improvements blend in with the natural topography and existing landscape. A successful site planning process should find the delicate balance of preserving and enhancing the natural features of a site while at the same time accomplishing the design objectives of the owner.

A number of specific steps have been taken to assist owners with the site planning process. The following sections outline these steps and other design and planning considerations to be addressed during the site planning process. These considerations include where the home and improvements are located, the orientation of the home on a lot, the manner in which access is accomplished, site grading, limits of construction, parking and utilities.

A. BUILDING ENVELOPE

1. The Building Envelope defines the absolute location for all buildings and most improvements on a lot. The Building Envelope is designated as a one-acre building envelope and is specific to each lot. (See Subsection 7 below for additional requirements and restrictions for Hunters View, Red Bluffs, and Lot 50 neighborhoods.)
2. The location of the Building Envelope was determined based on site-specific considerations for each lot. The first objective for defining the Building Envelope was to identify the portion of each lot that would allow the design of a home to optimize views, privacy, solar orientation and other attributes of the lot. Secondly, the location of the Building Envelope minimizes the visual impact of development and maximizes the physical separation between homesites. Third, the Building Envelope encompasses a “buildable” portion of the site that also has the potential for convenient access from the Frost Creek road system. Finally, the Building Envelope directs construction away from environmentally sensitive areas and natural features of a lot such as ridge lines, drainage courses, and stands of trees and other vegetation.
3. All improvements must be located entirely within the Building Envelope, including but not limited to dwellings, attached patios and decks, garages, swimming pool and storage/outbuildings, but excluding roof overhangs, access driveways, underground utilities, drip irrigation, ISDS (but not in riparian or wetlands) infrastructure but not operational facilities for irrigation systems and drainage systems. Minor encroachments (those less than 5’ beyond the envelope) outside the building envelope may be permitted subject to DRC approval for unattached and ground level patio areas. Only the master developer or Master Association shall have the right to construct perimeter fencing for the development outside of the Building Envelope. All structures shall also observe the following setbacks in addition to the limits of the building envelope: 75’ stream setback; 50’ riparian and wetland setback; 25’ front setback (except the front setback from Brush Creek Road and any portion of the Frost Creek Drive that has a right-of-way width of 60’ or greater shall setback 50’ per subdivision plat note); and 12.5’ or ½ the height of the tallest building onsite for side and rear setbacks. It should

be noted that there is a blanket easement for raw water irrigation lines throughout Frost Creek, outside of building envelopes. In most cases the raw water irrigation lines are located within the front setback of 25' on all platted lots.

4. Prior to approval of a project that modifies or relocates the Building Envelope, an owner shall demonstrate that the proposed modification:
 - a. Does not adversely impact any surrounding lot;
 - b. Will not affect view corridors from other lots;
 - c. Will not substantially increase the visibility of the proposed home from neighboring building envelopes;
 - d. Will not substantially reduce the distance between adjacent Building Envelopes;
 - e. Must be sensitive to the environment and natural features of the lot, not affect wetlands or waterbodies;
 - f. Will provide a sensitive driveway design;
 - g. Will maintain the character and separation of the golf course and any adjacent open space properties; and
 - h. Must be consistent with the overall design objectives of Frost Creek.

Any request to modify or relocate the building envelope shall require notification to adjacent property owners and the owner of the golf course. This notification may be via email or United States mail and shall include the general details of the request, site plan showing the existing and proposed building envelopes, and contact information for the DRC Administrator. The notification will be completed by the DRC Administrator a minimum of 7 days prior to the DRC meeting to consider the proposal.

5. The maximum habitable square footage permitted for a single-family residence on each lot is 10,000 square feet except as noted below in subsection 7. The minimum size requirement for each primary residential structure is 2,500 square feet.
 - a. Square footage calculations for residences shall be defined pursuant to the applicable Eagle County building regulations.
 - b. If an owner combines two or more homesites, a new Building Envelope location shall be proposed to the DRC for review. The owner must also submit an application to Eagle County for an amended plat to vacate the original property line. The maximum habitable square footage for a single-family residence remains at 10,000 square feet for combined lots.
6. All new improvements should consider and incorporate:
 - a. Preserving the natural setting by fitting the building to the site and avoiding fitting the site to the building;
 - b. Minimizing grading and removal of any existing vegetation;
 - c. Maintaining existing drainage patterns; and
 - d. Protection of view corridors from other properties.
7. Special requirements and restrictions for the Hunters View Area (current lots 81- 96 as of June 1, 2018, Red Bluffs Road area (Frost Creek Filing 3), and Lot 50:

- a. Building envelopes have been eliminated in favor of building, stream, and wetland/riparian setbacks. Setbacks are as follows:
 - i. 50 ft. front setback from Brush Creek Road, Frost Creek Road right-of-way when 60 ft in width;
 - ii. 25 ft. front setback from all other roads;
 - iii. 12.5 ft. or half the height of the tallest building on the lot setback from the side and rear property line;
 - iv. 75 ft. stream setback; and
 - v. 50 ft. minimum riparian and wetland setback.
- b. Building footprints, which are defined as the land area covered by buildings and structures, including roof overhangs, covered porches, covered walkways or other similar covered areas. The building footprints are limited as follows:
 - i. Red Bluffs Neighborhood – 7,000 sq. ft. footprint per lot;
 - ii. Hunters View Neighborhood – 3,750 sq. ft. footprint per lot; and
 - iii. Lot 50 Neighborhood – 3,750 sq. ft. footprint per lot.
- c. Maximum square footage requirements (measured in accordance with Building Code and Eagle County Land Use Regulations, which do not include garages) have been established and are as follows:
 - i. Red Bluffs Neighborhood – 6,000 sq. ft.;
 - ii. Hunters View Neighborhood – 3,000 sq. ft.; and
 - iii. Lot 50 Neighborhood – 3,000 sq. ft.

B. UNDISTURBED AREA OF A LOT

- 1. The Undisturbed Area is the portion of a lot located substantially outside of the Building Envelope or substantially removed from the home. The Undisturbed Area provides a physical buffer between homes, protects sensitive environmental or natural features of a lot and provides a natural unifying landscape element throughout Frost Creek. The Undisturbed Area of a lot is to be maintained in a predominantly natural state and defined with a gradual transition line between other more formal landscaped areas of the lot. In most cases, some degree of maintenance of the Undisturbed Area will be required by the DRC.
- 2. Requirements for maintaining the Undisturbed Area will vary depending upon the unique characteristics of each lot. Generally, maintenance of the Undisturbed Area may include the limited removal of trees to frame and establish views, the trimming of trees up to six feet from ground level, the clearing and removal of deadfall, the planting of indigenous landscape material, and the removal of noxious weeds. Activities not permitted in the Undisturbed Area include the removal of any existing vegetation and trees (unless specifically approved by the DRC), the introduction of manicured lawns, and the mowing of native grasses.

C. BUILDING SITING AND SITE ACCESS

1. Homes should be sited and designed to be integral with the natural characteristics of a lot. Existing terrain, vegetation, and other natural features should be preserved and when appropriately incorporated into the design of a home. While responding to all of these considerations, a home should also be located and oriented on a lot to take full advantage of the site's attributes. Privacy, short-range and long-range views, sun exposure and orientation should be carefully considered during the site planning process.
2. Access to a homesite is a critical element in the site planning of a lot. In all cases, access to the Building Envelope shall minimize grading and the modification of existing site contours. See Section IV for driveway details.

D. SITE CONTOURS, GRADING AND DRAINAGE

1. The grading and modification of existing site contours should be no more than necessary to accommodate the development of a home. Existing natural drainage courses should not be altered. When grading is required, it shall be designed to blend with the natural contours and landscape of the site. This can be accomplished by feathering all cuts and fills into the existing terrain of the site. To the extent possible, all grading should be confined to the Building Envelope and buildings should be sited parallel to the existing contours of the lot rather than opposing contours.
2. Cuts and fills should be minimized by proper site planning and design and be re-vegetated with native plant materials and blended into the surrounding environment. In all cases, cut and fill banks should be limited to a maximum slope of 2:1 with attempts to keep maximum slopes at 3:1. When retaining walls are required, such improvements shall be consistent with design standards and materials outlined in the landscape section of the Guidelines.
3. Avoid any unnatural berming and grading caused by leach fields and septic systems and clearly show the existing and proposed grading for DRC review.

E. SITE DISTURBANCE

All site disturbances are to be minimized and related to the building envelope with the exception caused by driveway construction, septic systems, and landscape enhancements. Outside the area of disturbance, the homesite is to remain in a natural condition. A Site Disturbance and / or Limit of Construction Line shall be located on the Site and Landscape Plan for DRC review and approval.

F. LIMITS OF CONSTRUCTION

In order to minimize site disturbance, contractors will be required to install a temporary fence to delineate the physical limits of site disturbance prior to beginning construction. Protective measures will also be required to safeguard trees during construction. These and other mitigation measures shall be detailed in a comprehensive Construction Management Plan. This Plan is to be submitted as an element of the final development application. Elements to be included in the Construction Management Plan and other construction-related requirements are described in the Construction Requirements section of these Guidelines.

G. PARKING

1. Each residence shall contain parking spaces for a minimum of two automobiles within an enclosed garage. One additional parking space shall be required for a guest. Garages may be integrated into the design of a residence or detached from the residence. Minimum parking space size shall be 9' x 18'.
2. Parking on Frost Creek roads is not permitted, except by special permit. While large expanses of paved surfaces are to be avoided, the need for on-site parking in addition to these requirements should be considered during the design process.

H. UTILITIES

All utility lines and related utility equipment shall be installed underground. Utility connections from main service lines to homes should be designed to minimize disruption of the site and existing vegetation. The precise location of a utility line shall not be based on the shortest distance between the main service line and the home. Rather, the location of utility lines should be determined in order to minimize impacts to the site. All utility boxes should be located to minimize their visual impact from the residence, adjacent lots and roadways. Utility boxes should be enclosed architecturally where possible and screened with landscaping and should be clearly defined and detailed on the DRC submittal plans.

IV – LANDSCAPE ARCHITECTURE DESIGN GUIDELINES

Frost Creek lies within a unique and sensitive mountain environment. This ecosystem is populated by rich and diverse native wildlife highlighted by migrating herds of deer and elk, and plant communities of mature aspen groves, dense stands of conifers and colorful spring carpets of meadow grass and wildflowers. The land is punctuated by ribbons of native stone outcroppings and the site offers unparalleled views of surrounding mountains and valleys.

The challenge of landscape design in Frost Creek is to integrate the built environment with this spectacular setting. In this regard, the use of landscape materials immediately adjacent to a home is relatively unrestricted, except as regulated by Eagle County Wildfire Regulations. In other areas removed from the home, however, the introduction of plant materials is limited to species currently found in the local plant community. The integration of the man-made and natural landscape is a key aspect of these Landscape Design Guidelines.

A. LANDSCAPE DESIGN CONSIDERATIONS

The scale of landscape materials and the overall landscape design shall be integrated with the natural mountain landscape and local plant communities. New planting shall complement existing plant communities and be located to visually extend existing vegetative edges. The functional uses of plant materials for buffering westerly winds, providing seasonal shade and screening of undesirable views should be considered. The judicious use of color and texture should also be considered in the selection of landscape materials. The present and mature size of new landscape material should be considered when selecting landscaping materials. Due to the relatively short growing season at Frost Creek, large-caliber deciduous trees and mature evergreens are strongly recommended. Minimum landscape material sizes shall be as indicated on the Approved Landscape Material Lists found in the Appendix.

B. LANDSCAPING AND PLANT MATERIALS

1. The new landscapes shall blend with the natural landscape setting and be consistent with the existing native species in the area and with the adjacent properties. Within the Building Envelope or in areas immediately surrounding a home, landscape materials should be used to complement the architecture of the home, define outdoor spaces, frame both on-site and off-site views, establish background and foreground balance and knit the home to the site. The use of plant materials in areas immediately adjacent to a home, which are not visible from neighboring homes, is relatively unrestricted and may include introduced and non-native plants. Manicured or groomed yards shall be confined by buildings, fences, walls or other defined edges so that the visibility of these formal areas is limited to the subject property only.

2. New trees and shrub planting are to be a mix of sizes that will blend together in a natural appearance with a mix of sizes per below, generally:
 - a. **Deciduous Trees:** minimum of 2", encourage a mix of 2.5" – 4" caliper. Recommend a minimum of 14 deciduous trees.
 - b. **Coniferous Trees:** minimum of 8' high, encourage a mix of 8' – 14' high. Recommend a minimum of 7 coniferous trees.
 - c. **Shrubs:** minimum of #5 containers (5 gallon), encourage a mix of # 7 to #10 containers and/or 4' high B&B or higher. Recommend a minimum of 25-30 shrubs.
3. All landscape material shall be selected from Table 1 of the Approved Landscape Material List located in the Appendix of these Guidelines.

C. IRRIGATION AND WATERING

Frost Creek utilizes a raw water irrigation system. Irrigation lines are within a blanket easement on each lot and are generally located within the front setback of a lot. Frost Creek encourages the limited use of irrigated areas. Design irrigation systems that are water efficient and are equipped with a rain sensor, which will disengage the system during periods of rain. Provide an irrigation breakdown on the Preliminary and Final Landscape Plans separating irrigated areas by sod lawn, spray perennials and groundcover areas, drip irrigated tree areas, drip irrigated shrub areas and any temporary native grass revegetation areas. The maximum square footage of permanent irrigated area allowed on each lot shall be 7,500 square feet. Areas outside of Building Envelopes shall not be irrigated by a permanent irrigation system except for lawn areas allowed to extend past the envelope by the DRC. Drip irrigation may be allowed for trees and shrubs planted outside the Building Envelope.

D. DECKS AND PATIOS

Decks and patios should be designed as an integral element of the design of the home. Materials used for decks, patios and other hard landscape surfaces shall be consistent with the materials and colors of the residence and other site improvements such as retaining walls. When appropriate, the use of natural stone is encouraged.

E. DRIVEWAYS

1. Driveways shall be constructed of asphalt, pavers or concrete. Other driveway materials may be approved subject to review by the DRC.
2. The maximum grade of driveways should not exceed 10%. The maximum width of paved driveway surface, excluding parking areas immediately adjacent to garages, should not exceed 12 feet. In some instances such as tight corners, pavement width may be wider to allow for such turning movements.
3. Heated snowmelt areas are encouraged in tight garage entries and turnaround features where snow removal and snow storage are considerations. The landscape plan should illustrate snow removal and storage. Designs that require plowing snow across the main road onto others' property is not permissible.

4. Gates to prevent vehicular access to driveways are discouraged but may be allowed by the DRC. Gates and entry monuments shall be consistent with the architecture of the home and be constructed of high quality materials. Gates and related structures shall be setback from the roadway approximately 50' so as to not impose on the roadway and not create a gated feel to the community. Gates and entry features shall be no greater than 8' in height and shall not arch over the driveway. Appropriate landscaping around entry features to soften and disguise its existence shall be required. Gate lighting and controllers shall be integrated into the design and of the same overall quality of the gate. The volume of the gate speaker, if any, shall not be audible to the public street or neighboring properties.

F. DRAINAGE STRUCTURES

Ends of culverts and drainage pipes are to be fully concealed with appropriate stone and landscaping materials. Culverts should be set at a grade to drain with ditch without any pooling.

G. RETAINING WALLS

1. Areas within the Building Envelope which require extensive grading changes shall be addressed with cribbing or retaining walls. Such walls should be designed as architectural extensions of the residence. Retaining walls shall be subject to the same criteria relating to color and materials and the residence itself. The maximum total vertical exposure of a retaining wall should not exceed 8'.
2. Retaining walls required for driveways shall be of the same character, color and materials as the residence. The maximum total vertical exposure of each wall section should not exceed 4'. Plantings around the base of such retaining walls are encouraged.

H. ADDRESS MARKER

Address markers shall be consistent with the architecture and materials of the home. Design considerations include the visibility of the marker and consideration of snow impacts and snow removal. The owner is responsible to provide power for a light at the address marker. Address markers shall be located close to the roadway but within property boundaries so as to be visible from the roadway.

I. FENCES

1. Except for designed character fencing (including privacy fencing) and dog runs, fencing is prohibited within residential lots to facilitate local and migratory wildlife movements, optimize habitat availability, and reduce wildlife mortality. Fences, walls and barrier devices used for privacy and screening purposes within the Building Envelope shall be located directly adjacent to the home. When used, such features must be incorporated into the structural and architectural design of the residence. The Design Review Committee shall review the design, size, materials, color and

- construction of such structures in relation to the proposed residence and its neighboring sites.
2. The construction of fences, walls and barrier devices outside the Building Envelope is prohibited by the Wildlife Mitigation and Enhancement Plan included in the Frost Creek PUD Guide.
 3. Pool fencing may not exceed 5 feet and shall be designed in accordance with applicable Eagle County codes and subject of approval by the DRC.
 4. Dog runs should be located within the building envelope directly adjacent to the residence and be not visible from off-site. Dog run fencing may include custom grid wire fencing clad in dark green, bronze or black or split rail fencing with wire mesh. Chain link shall be prohibited.

J. WATER FEATURES

Architectural or landscape water features may be approved subject to review by the DRC. Water features should be located within the building envelope but may be allowed outside the envelope by the DRC where the impacts to the topography and neighboring homes is minimal.

No owner or contractor shall interfere with or direct the natural course of any drainage and runoff, nor construct any improvement, place any landscaping or allow the existence of any condition whatsoever which shall alter the drainage pattern or runoff from its natural flow to or across the land of another, except to the extent that such alteration in drainage pattern or runoff is approved Design Review Committee.

K. SWIMMING POOLS AND OTHER AMENITIES

1. Swimming pools and related features must be located within the Building Envelope. Such improvements should be designed to complement the residential structure and should be located so as to minimize impacts on adjacent lots and the surrounding natural area.
2. The construction of private tennis courts is prohibited.
3. Recreational equipment, such as swing sets, shall appear custom made and of high quality materials (timbers, architectural metals, etc.) and stained or painted to match the architecture of the home. Trampolines shall only be installed “in ground” and without netting visible from off of the property in any direction. The placement of recreational structures shall be sensitive to neighboring properties and shall not be substantially separated from the main residence.

L. WILDFIRE AND FIRE SAFETY

Applicants should consult with the Greater Eagle Fire Protection District on access and fire suppression requirements.

1. It is important that Frost Creek homeowners be aware of the possibility of wildfire. However, the threat of wildfire can be greatly reduced with thoughtful planning and preventative landscape maintenance.
2. The goal of fire-safe landscaping is to reduce the amount of potential fire fuel immediately surrounding a home. This need not result in a barren or unattractive landscape.
3. Along with the use of fire-resistant plant material, a 30-foot safety zone in all directions around a home is recommended. The following actions are required within this zone:
 - a. Grasses, wildflowers, and other herbaceous vegetation within this defensible space will be kept mowed to a height no greater than 6 inches. Cuttings will be promptly collected and either removed for the site during routine trash collection or used onsite for composting.
 - b. No trees will be planted within 15 feet of a dwelling, and any trees planted in the zone between 15 and 30 feet from a dwelling must be at least 25 feet apart and maintained so that their crowns are at least 10 feet apart.
 - c. Where existing trees adjacent to a dwelling are desirable landscape features to be retained, they will be considered part of the home, and the defensible space and minimum 15-foot separation will commence at the edge of the tree canopy.
 - d. Any shrubs retained or planted in the defensible space must be spaced so that the distance between clumps is at least 2 1/2 times the height. The maximum size (diameter) of clumps can be no more than 2 times the height.
 - e. For mature trees, or as small trees grow, the lower limbs will be pruned flush with the trunk so that the lowermost limb is either a minimum of 10 feet above the ground or one-half the height of the tree, whichever is lower. No tree limbs will be retained or allowed to grow within 15 feet of a chimney. Pruned woody material generated during tree and shrubby maintenance must be promptly removed for the site.
4. The few lots located partially or wholly within moderate-hazard and severe-hazard areas, the 30-foot defensible space will be surrounded by a “transition zone” extending to at least 70 feet from a dwelling. Within this transition zone, the following will be implemented:
 - a. Trees will be thinned so that their crowns do not touch.
 - b. Limbs will be pruned to a height of 10 feet above the ground (or one-half the tree height, whichever is lower).
 - c. Annually shrubs, tall grasses, and weeds will be removed from beneath the crowns.
 - d. Deadfall will be removed annually.
5. Roofs of all homes and commercial structures shall be developed with Class A materials and assemblies as defined by the current building code.

6. All homes or individual structures (including attached garages) in excess of 3,600 sq. ft. shall have a fire suppression sprinkler system installed. Within the Red Bluffs neighborhood (Frost Creek Filing 3), Hunters View neighborhood, and Lots 50 A, B, and C, homes or individual structures (including attached garages) in excess of 3,000 sq. ft. shall have a fire suppression sprinkler system installed.
7. The following additional requirements must be included in the home design:
 - a. All residential fire suppression systems will be designed, engineered, installed, and tested under NFPA 13D;
 - b. All residential fire suppression systems will include a water flow switch that will notify the fire district in the event of a water flow;
 - c. All residential fire suppression systems will have a tamper switch that will notify the fire district if the water supply for the fire suppression system has been shut off;
 - d. All homes that have a residential fire suppression system installed will have a fire department connection (FDC) that will allow responding personnel to supplement the water supply of the fire suppression system;
 - e. All homes that are equipped with a residential fire suppression system will have a horn / strobe installed above the fire department connection (FDC); and
 - f. All homes that are equipped with a residential fire suppression system will have a Knox Box (fire department access box) installed that will allow responding personnel to access the residence. This is to limit the amount of damage done in the event of activation of the fire suppression system from responding crews having to enter the structure to shut down an active suppression system.

M. REVEGETATION PLANS

All areas of a lot disturbed during construction must be revegetated to blend with the non-disturbed landscape. Plant materials used for revegetation shall be from Table 1 of the Approved Landscape Material List. Revegetation of all disturbed areas is to be seeded with the Frost Creek Revegetation Seed Mix as shown in Appendix VIII. Seed mix is to be hydro-sprayed along with a tackifier to prevent seed from dispersing from the wind and wildlife. Seed mix is to be temporarily irrigated with an above-ground spray heads that are to be removed after establishment of grasses or after 2 growing seasons. Erosion control shall remain in place until establishment of grasses.

N. EASEMENTS

Easements are located at various points throughout Frost Creek for the installation and maintenance of utilities, trails, drainage facilities, and snow control. No grading, structures, plantings or other materials that may damage or interfere with utilities or drainage shall be permitted within these easements. However, revegetation of all easements disturbed during the installation of utilities shall be required.

O. EXTERIOR ARTWORK AND SCULPTURES

All artwork to be displayed outside the residence requires review and approval by the DRC. All artwork shall be located within the building envelope and not be directly visible from adjacent lots or roadways.

P. FIRE PITS AND FIREPLACES

Fire pits and fireplaces are to be gas only (no wood burning is permitted) and located within the building envelope. The DRC may consider fire pits outside of the building envelope where the impacts to neighbors is minimal.

Q. SNOW STORAGE

Snow storage areas shall be clearly located and defined on the Landscape Plans. Snow removal and storage off of a lot is strictly prohibited.

R. FLAGS AND FLAGPOLES

Flags may be displayed in accordance with the Frost Creek Homeowner Association Declarations. Flagpoles and associated flags are subject to review and approval by the DRC. A maximum of one (1) flagpole is permitted per lot and shall be located entirely within the building envelope. Flagpoles shall not exceed twenty-five (25) feet in height and shall be constructed of materials with a non-reflective, matte finish to minimize visual impact. The maximum flag size permitted for a flagpole is four feet by six feet (4' x 6'). Lighting shall comply with Frost Creek's dark sky requirements. Uplighting of flags or flagpoles is not permitted.

V – ONSITE WASTEWATER TREATMENT SYSTEMS (OWTS)

All homesites are to be improved with an OWTS designed, approved, permitted, and inspected at the direction of the HOA through a third party engineering firm acting at the OWTS Administrator. All applicants should contact the Administrator very early in the process to properly plan and site a facility. A fee deposit is collected from the landowner to cover the costs in the design, permitting, and inspection of the OWTS. Where special circumstances exist, additional fees may be required.

Only one denitrification system is allowed to be installed in Frost Creek and that is the Orenco AdvanTex Wastewater Treatment System.

Please refer to the OWTS Guide provided in the appendix of this document.

VI – THE DESIGN REVIEW AND APPROVAL PROCESS

The Design Review Process consists of a series of meetings between the owner, their design team, and the Frost Creek Design Review Committee (DRC). The DRC is committed to helping the owners and their design team through the Design Review Process. The DRC is made up of design professionals and others who are familiar with the goals of Frost Creek and have extensive experience designing and building homes in the mountain environment.

The DRC evaluates all applications on the basis of conformance to the Frost Creek Design Guidelines and the PUD Guide. Most of the Guidelines are written as relatively broad standards and the interpretation of the Guidelines is left to the discretion of the DRC. Other guidelines such as roof heights, roof forms, and exterior wall materials are more definitive. It is the intention of this Design Review Process that all developments within Frost Creek comply with these absolute standards. Prior to the DRC approving any deviation from the Frost Creek Design Guidelines the owner and their design team must demonstrate that the proposal is consistent with the overall objectives of the Guidelines and will not negatively affect adjoining lots or Frost Creek as a whole.

While these Guidelines are the primary tool for developing the architectural character of Frost Creek, other materials must also be considered during the design process. In addition to these Guidelines, Eagle County has adopted various codes and regulations, which apply to residential development (e.g. ECO Build, Wildfire Mitigation, etc.). The Eagle County Building Department may be reached at (970) 328-8730. In some cases there may be conflicting provisions within these control documents. In the event of a conflict, the most restrictive provision shall apply.

NO PLANS SHALL BE SUBMITTED TO EAGLE COUNTY NOR BUILDING PERMIT APPLIED FOR UNTIL APPROVED BY THE DESIGN REVIEW ADMINISTRATOR AND STAMPED APPROVED BY THE DRC.

A. NEW CONSTRUCTION DESIGN REVIEW

The Design Review Process for new construction involves four design review stages followed by construction inspections as follows:

1. **STEP ONE: PRE-DESIGN CONFERENCE.** The Pre-Design Conference is an informal review to exchange information between the DRC Administration, the Owner and their design team. The purpose of the meeting is to help facilitate a timely and cost effective design effort, review and approval of the home and homesite at Frost Creek. Items to be discussed at this meeting are the design theme of Frost Creek, the design review and construction process, and site specific considerations. This meeting is also an opportunity for the Owner and their design team to share their initial design concepts with the DRC Administration and to get feedback regarding the initial design concepts. This is a very important first step in helping to identify any major issues with the initial design concept prior to the Owner spending large amounts of time and money on design. This step is mandatory unless specifically waived by the DRC Administration.
 - a. The typical Pre-Design Conference will focus on the following:
 - (I) Property boundaries and setbacks
 - (II) Building envelopes
 - (III) Easements and utilities
 - (IV) Topographical survey
 - (V) Site specific characteristics (views, orientation, adjacent properties etc.)
 - (VI) Frost Creek Design Guidelines and other Eagle County regulations
 - (VII) Architecture and site planning
 - (VIII) Submittal requirements
 - (IX) Timing of future meetings
 - b. The following are required materials for the Pre-Design Conference:
 - (I) Pre-Design Conference Application and Fee
 - (II) Topographical Survey prepared by a Colorado licensed surveyor at minimum of 1" = 20' of the homesite. The Topographical Survey shall show:
 - (a) Property boundaries of the homesite
 - (b) Setback lines
 - (c) Platted easements

- (d) 2' contour intervals
 - (e) Significant natural features including but not limited to rock outcroppings, drainage ditches etc.
 - (f) Trees with a caliper greater than 3" measured 12" off of the ground
 - (g) Other improvements or structures affecting development on the homesite
- (III) Soil survey
 - (IV) Building program and design rationale
 - (V) Conceptual Site Plan for the homesite indicating the location of all buildings, driveways, outdoor living spaces, ISDS and other improvements.
 - (VI) Informal character sketches of floor plans and exterior elevations.

No formal vote will take place at this meeting as this is simply a staff level meeting.

2. **STEP TWO: PRELIMINARY PLAN REVIEW.** The purpose of the Preliminary Plan Review is to ensure that the design development level of drawings generally conform to the Design Guidelines prior to proceeding with construction level drawings. It is intended to provide the Owner and their design team with information needed to avoid wasted time and professional fees that result from a design that is in conflict with the Design Guidelines. This step may be combined with step three but the applicant assumes all risk in doing so and the application fees still apply.

- a. The Preliminary Plan Review will primarily focus on the following:
 - (I) Responses to any issues identified in the Pre-Design Conference
 - (II) Site specific site plan and architecture
 - (III) Preliminary exterior materials and colors
 - (IV) Preliminary exterior lighting plan
 - (V) Preliminary landscape plan
- b. The following are required materials for the Preliminary Plan Review:
 - (I) Preliminary Plan Review Application and Fee
 - (II) Topographical Survey
 - (III) Proposed Site Plan using the Topographical Survey information at minimum 1" = 20'. One full scale set and one PDF electronic set showing:

- (a) Property boundaries of the homesite and adjacent property lines within 25' of the homesite
 - (b) Design Guideline Setback lines
 - (c) The Building Envelope
 - (d) Easements
 - (e) Existing and proposed contours at 2' intervals
 - (f) Building footprint and eave drip line locations
 - (g) Driveways
 - (h) Site drainage
 - (i) Utilities including location of ISDS tank, leach field and control box.
 - (j) Site improvements such as fences, decks, patios, walks, pools etc.
 - (k) Site Coverage Table including total lot area, impervious area coverage and area disturbed by construction.
- (IV) Proposed Architectural Plans at a minimum of 1/8" = 1'-0" showing:
- (a) Floor plans of all of the proposed buildings
 - (b) Roof plans of all of the proposed buildings
 - (c) A calculation of the total square footage of all of the floor plans for all of the buildings
 - (d) All exterior elevations with existing and proposed grades
 - (e) Building sections through all of the principal masses of all of the buildings
 - (f) Building height calculations shown on the exterior elevations
 - (g) Proposed exterior materials and colors
 - (h) Proposed exterior lighting
- (V) Preliminary Landscape Plan at a minimum of 1" = 20' showing:
- (a) Footprint and eave lines of all buildings
 - (b) Existing and proposed contours at 2' contours
 - (c) Limit of site disturbance and erosion control measures
 - (d) Turf areas and new native grass areas

- (e) Any existing trees and vegetation to remain and/or to be removed
 - (f) Exterior patios and outdoor living spaces including items such as firepits, hot tubs, steps, retaining walls, landscape boulders, etc.
 - (g) Tree, shrub and perennial locations with quantities, species and sizes
 - (h) Irrigation area calculations including lawn areas, perennial beds, drip irrigation areas for trees and shrubs and temporary irrigation
 - (i) Address marker design and location
- (VI) Preliminary Grading Plan at a minimum of 1" = 20'

3. **STEP THREE: FINAL PLAN REVIEW.** The purpose of the Final Plan Review is to ensure that the Construction Set of Drawings, including all improvements to the homesite conform to the Design Guidelines and that any issues identified in the Preliminary Plan Review were addressed. DRC approvals are valid for 2 years from Final Plan Approval. The Design Review Administrator may approve two one-year extensions if no changes to the Design Guidelines have occurred that would affect conformance with the currently adopted Design Guidelines.

a. The Final Plan Review will primarily focus on the following:

- (I) Response to items identified at the Preliminary Plan Review
- (II) Site Plan
- (III) Architecture
- (IV) Final exterior materials and colors
- (V) Final exterior lighting plan, including Exterior Lighting Worksheet
- (VI) Final landscape plan

b. The following are required materials for the Final Plan Review:

- (I) Final Plan Review Application and Fee
- (II) One exterior elevation accurately rendered in the proposed colors
- (III) Topographical Survey
- (IV) Final Site Plan using the Topographical Survey information at minimum 1" = 20'. One full scale set and one PDF electronic set showing:
 - (a) Property boundaries of the homesite and adjacent property lines within 25' of the homesite
 - (b) Design Guideline Setback lines

- (c) The Building Envelope
 - (d) Easements
 - (e) Existing and proposed contours at 2' intervals
 - (f) Building footprint and eave drip line locations
 - (g) Driveways
 - (h) Site drainage
 - (i) Utilities including location of ISDS tank, leach field and control box.
 - (j) Site improvements such as fences, decks, patios, walks, pools etc.
 - (k) Site Coverage Table including total lot area, impervious area coverage and area disturbed by construction.
- (V) Construction Management Plan showing:
- (a) Erosion silt fence, dust control measures, trash dumpster location, construction limit fencing and portable toilet
 - (b) Soils and materials staging areas
 - (c) Construction trailer (if any)
 - (d) Construction sign (see Construction Sign Regulations)
 - (e) Construction parking area
- (VI) Final Architectural Plans at a minimum of 1/8" = 1'-0" showing:
- (a) Dimensioned floor plans of all buildings
 - (b) Roof plans of all buildings
 - (c) A calculation of the total square footage of all of the floor plans for all of the buildings
 - (d) All exterior elevations with existing and proposed grades
 - (e) Building sections through all principal masses of all of the buildings
 - (f) Building height calculations shown on the exterior elevations
 - (g) Exterior lighting plan
 - (h) Fence details (if any)
 - (i) Exterior material and color sample board

- (j) Architectural Details
 - (k) Typical eave detail
 - (l) Typical beam, lookout and timber bracket details
 - (m) Typical wall section
 - (n) Typical section through all porch areas
 - (o) Exterior handrail and deck details
 - (p) Exterior window trim details
 - (q) All exterior materials including siding types and sizing, stone type, chimney details etc.
- (VII) Final Landscape Plan at a minimum of 1' = 20' showing:
- (a) Entire lot area including any existing building, improvements and trees with a caliper of 4" or larger
 - (b) Footprint and eave lines of all buildings
 - (c) Existing and proposed grades at 2' contours
 - (d) Limit of site disturbance line and erosion control measures and techniques
 - (e) Turf areas and planting beds
 - (f) Any existing trees and vegetation to remain and/or be removed
 - (g) Exterior patios and outdoor living spaces including items such as firepits, hot tubs, steps, retaining walls, landscape boulders, etc.
 - (h) Tree, shrub and perennial locations with quantities and sizes
 - (i) Irrigated area calculations including lawn areas, perennial beds, drip irrigation areas for trees and shrubs and temporary irrigation
 - (j) Site lighting information with locations clearly shown on the plan along with a lighting legend keyed to the plan identifying quantities, model number, lamp type with wattage and cut-sheets of any fixture being proposed,
 - (k) Completed Exterior Lighting Worksheet
- (VIII) Final Grading Plan at a minimum of 1" = 20'

4. **STEP FOUR: TECHNICAL PLAN REVIEW.** The purpose of the Technical Review is to ensure that all prior conditions of approval have been addressed in the Construction Documents and that the drawings conform to the Design Guidelines.
- a. The Technical Plan Review is done by the Design Review Administrator and does not require a meeting of the DRC.
 - b. The following are required materials for the Technical Plan Review:
 - (I) A PDF of the plan set. The PDF is a record set for the Frost Creek Design Review Administration and will be stamped electronically for submittal to Eagle County for the Building Permit Submittal
 - (II) Construction Compliance Deposit and signed Construction Compliance Agreement
 - (III) Estimated Construction Schedule
 - c. Upon the approval of the Design Review Administrator the plan set shall be stamped as approved by the Frost Creek Design Review Committee and may be submitted to Eagle County for the Building Permit Process. **NO PLANS SHALL BE SUBMITTED TO EAGLE COUNTY NOR BUILDING PERMIT APPLIED FOR UNTIL APPROVED BY THE DESIGN REVIEW ADMINISTRATOR AND STAMPED APPROVED BY THE DRC.**

B. CONSTRUCTION INSPECTIONS

Eagle County is the responsible agency for construction inspections. The Design Review Committee will also inspect construction progress as follows (a reinspection fee may apply for any failed inspections):

- 1. **Pre-Construction Meeting On Site**
 - a. A Pre-Construction Meeting on site is required between the General Contractor and the Design Review Administrator prior to any work beginning on the site.
 - b. The primary purpose of the meeting is to ensure that all of the items on the Construction Management Plan have been addressed and to review the Rules and Regulations governing construction activities in Frost Creek.
 - c. All required silt fencing, construction fencing etc. shall be in place prior to the Pre-Construction Meeting.
- 2. **Foundation Improvement Location Certificate**
 - a. After the completion of the foundation a Foundation Improvement Location Certificate is required to be completed by a Colorado Licensed Surveyor.
 - b. The purpose of this is to ensure the foundation was placed according to the approved plans before more construction activity takes place.

- c. The Contractor is to provide the Design Review Administrator with a copy of the Foundation Improvement Location Certificate for their approval prior to proceeding with framing.

3. Building Height Certificate

- a. Upon the completion of framing and prior to roofing a Building Height Certificate is required to be completed by a Colorado Licensed Surveyor.
- b. The purpose of this is to ensure that the framing of all buildings was done according to the approved plans before more construction activity takes place.
- c. The Contractor is to provide the Design Review Administrator with a copy of the Building Height Certificate for approval prior to proceeding with the roofing materials being applied.
- d. This Certificate shall show the heights of all of the ridges or high points of all of the roofs relative to the existing and proposed grade below.

4. Exterior Material and Color Mock-Up Inspection

- a. Before adhering any exterior materials to the home or structures, the DRC or DRC Administrator shall inspect and approve the exterior materials and colors mock-up.
- b. A complete mock-up will include samples of all building finish materials including but not limited to; stone, siding, beam work, rafter tails, fascia, roof finish material and at least one window with all applicable window treatments including head and sill and shutters (if applicable).
- c. A photo or photos of the mock-up shall be sent to the DRC Administrator with the request for approval.
- d. Inspections of incomplete mock-ups will not be performed. A re-inspection fee will apply if multiple inspections are required.

5. Changes During Construction

It is common for the design of new homes to be refined during construction process.

- a. Any changes that occur that are different from the approved set of drawings require a submittal to the Design Review Administrator.
- b. If the changes are minor in nature and conform to the Design Guidelines the Design Review Administrator may grant approval.

- c. If the changes, in the sole opinion of the Design Review Administrator are a significant change from the approved set of drawing then the Design Review Administrator may require the Contractor/Owner to submit the changes to the Design Review Committee for their review.
- d. Any changes made to the approved set of drawings without the approval of the Design Review Committee, is done at the risk of the Contractor/Owner.

6. Certificate of Compliance

- a. Upon the completion of all improvements of the homesite the Design Review Committee Administrator shall perform a Certificate of Compliance Inspection. The project shall not receive a refund of the Compliance Deposit until the DRC Administrator has issued its Certificate of Compliance.
- b. The purpose of the Certificate of Compliance Inspection is to ensure that the improvements built and installed on the homesite are in substantial conformance to the approved plans and to the Frost Creek Design Guidelines.
- c. A Certificate of Compliance should be issued by the Design Review Committee Administrator prior to occupation of any residence.
- d. Upon the issuance of the Certificate of Compliance, the Construction Compliance Deposit will be refunded less 50% to ensure landscape improvements for one year to the Owner less any fines or penalties.

7. Temporary Certificate of Completion

- a. A Temporary Certificate of Completion may be issued by the Design Review Administrator prior to the completion of the landscaping and driveway if weather conditions do not allow for the completion of these items.
- b. Depending on the extent of the items remaining to be completed an increase in the Construction Compliance Deposit may be required.
- c. Any Temporary Certificate of Completion issued must have a specific set of conditions and an approximate timetable to complete the remaining items.
- d. When the Temporary Certificate of Completion conditions are cured a final Certificate of Compliance will be issued and the Construction Compliance Deposit shall be refunded to the Owner.

VII – CONSTRUCTION RULES AND REGULATIONS

The purposes of the Construction Rules and Regulations is to promote the orderly development of homesites, to avoid unnecessary damage to the site and adjacent properties, to minimize construction impacts on the neighborhood and to implement agreements between Frost Creek, it's homeowners and Eagle County.

Each Owner is responsible to implement these Construction Rules and Regulations with their contractors, sub-contractors, suppliers and all others associated with the construction on the homesite.

A. SAFETY

The Owners and Owners contractors, sub-contractors, suppliers and all others associated with the construction on the homesite are required to comply with all governmental safety regulations for construction activities arising from the homesite. The Owners shall ensure that agreements with contractors, sub-contractors, suppliers and all others associated with the construction on the homesite provide for construction site safety and cleanliness.

B. EROSION CONTROL AND DRAINAGE

Erosion control measures shall be installed prior to any construction activity on the site. Such measures shall be maintained in working order throughout the construction period. Should erosion control measures fail, all other construction activities shall cease until erosion controls and any damages are repaired.

C. CONSTRUCTION FENCE

A construction fence not less than 42" tall shall be installed around the limits of disturbance prior to the commencement of construction. The construction fence shall be green or black in color. Orange fencing is not allowed. One opening not more than 25' in width may be provided for access to the construction site. The construction fence must be maintained in good working order during the duration of the construction on the site.

D. HOMESITE ACCESS

Homesite access is restricted to and from the street frontage of the homesite. Access or egress across other properties is prohibited. During the Design Review Process, the DRC shall identify a construction traffic access pattern to the homesite which will minimize the impact on existing homes in Forest Creek. The Owner and Owner's Contractor shall cause all construction vehicles to follow such identified traffic access route during construction.

E. RESTORATION OR REPAIR OF PROPERTY DAMAGE

Any damage or scarring of other properties including but not limited to other homesites, driveways, roads, curbs, gutters and other public street improvements is not permitted. Should such damage occur, it shall be repaired promptly at the expense of the Owner.

F. CONSTRUCTION TRAILERS/PORTABLE OFFICES

A single construction field office may be approved for placement on the homesite during the construction period as shown on the approved Construction Management Plan.

G. STORAGE OF MATERIALS AND EQUIPMENT

At the Owner's risk, the Owner and Owner's Contractor are permitted to store construction materials and equipment on the construction site during the construction of the home. Such materials and equipment shall be placed, properly covered and secured in a neat and orderly manner. No materials or equipment may be staged or stored on the site more than 3 days prior to the commencement of construction.

H. SITE CLEANLINESS

1. Each construction site shall be kept neat and orderly to prevent a visual nuisance for other properties and the community as a whole. Owners and contractors shall provide an adequately sized container for debris and shall clean up all trash and debris on the construction site on a daily basis. All food debris shall be disposed of in a separate bear proof container.
2. Lightweight materials and packaging shall be covered or weighted to prevent scattering by the wind. Wind scattered debris shall be retrieved immediately and disposed of properly.
3. Trash and debris shall be removed from the construction site on a timely basis to a dumping site located off of the project. No dumping, burying or burning of construction debris is permitted on any property in Frost Creek. Mud, dirt, gravel or debris resulting from construction activities on the site shall be removed promptly from streets and adjacent properties.

I. SANITARY FACILITIES

Each construction site shall have adequate sanitary facilities on site during construction. Such sanitary facility shall be covered on 3 sides by a temporary wood structure and placed on the site to minimize the visual impact of the facility to adjoining properties.

J. VEHICLES AND PARKING

Use of other homesites for construction parking is not permitted. All construction vehicles and equipment shall be parked in the areas shown on the approved Construction Management Plan.

K. CONSTRUCTION HOURS

1. Construction hours are limited to the following:
 - a. Monday – Friday: 7:00 a.m. – 7:00 p.m.
 - b. Saturday: 8:00 a.m. – 6:00 p.m.
 - c. Sunday/Holiday: No outside construction or construction support activities are permitted at any time on Sundays and the following Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
2. After Hours: Construction work and all of its support machinery and activities that occur within a fully enclosed structure are permitted any day from 8 a.m. until 9:00 p.m. provided that no noise, light or smell disturbance can be detected from off the site. This provision may be revoked on any job site upon the first complaint of a violation.

L. CONSTRUCTION NOISE

Use of radios, MP3 players, CD's players etc. shall be restrained so that no noise from such players shall be heard from off of the site. Machinery shall not be operated before or after construction hours. Concrete pours shall be scheduled with adequate time to complete the pour within the allowed construction hours.

M. DOGS

Contractors, sub-contractors, suppliers and all others associated with the construction on the homesite are prohibited from bringing any dog into Frost Creek, including dogs kept inside motor vehicles. Violations of this policy shall result in the immediate eviction of the dog and the dog's owner from Frost Creek.

N. MISCELLANEOUS CONSTRUCTION POLICIES

The following miscellaneous construction policies apply to all owners, contractors, sub-contractors, suppliers and all others associated with the construction on the homesite:

1. Changing of oil on any vehicle or equipment, or discharge of oil or other vehicle products onto the ground, utility structures, or into waters of the site is prohibited.
2. Concrete trucks and related equipment wash-out or disposal of excess concrete is prohibited except as shown on the approved Construction Management Plan.

3. Removal of plant materials, or topsoil from any property other than the subject homesite is prohibited.
4. Carrying or possession any type of firearm on property is prohibited.
5. Only one construction sign (no larger than 3'x4') as approved by the DRC is permitted on each homesite.
6. A minimum of one 1016 ABC rated dry chemical fire extinguisher shall be located and immediately available on each construction site.

O. INSURANCE

Until the improvements on any lot are completed, the Owner of such lot is required to carry builder's all risk property damage insurance, with a policy limit equal to full replacement cost of improvements and personal property.

P. ENFORCEMENT

1. **Authority to Fine.** Section 12.9 of the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Frost Creek provides the Frost Creek Master Association the power, duty and procedures to impose fines and other sanctions for violations of rules and regulations of the Association. The Design Guidelines, including but not limited to the Construction Rules and Regulations are rules of the Association.
2. **Fine Schedule.** The following Schedule of Fines is established for violations of these Construction Rules and Regulations. Each separate incident or day of a violation may be considered a separate violation.
 - a. First Violation of any kind per project: A courtesy verbal and/or written notice of the violation, as well as the required action and time within to cure the violation.
 - b. Second Violation of any kind per project: Verbal and/or written demand, plus a fine of \$100.
 - c. Third Violation of any kind per project: Verbal and/or written demand, plus a fine of \$200 up to \$800, as determined by the DRC or DRC Administrator.
 - d. Succeeding Violations: Fines determined by the DRC or HOA.
3. Notice
 - a. Written and verbal notice will be given to the Owner and Owner's Contractor as soon as practicable.
 - b. An email shall serve as written notice. Notice may also be given by hand delivery or by US Mail to either the owner or the contractor or any subcontractor or employee onsite.

4. Violation Abatement
 - a. Once notified, the Owner or violator must cure the violation within the reasonable time and in the manner directed by the DRC or its designee. Immediate abatement may be required when the violation poses a health or life safety risk or when the effects of the violation are deemed to be progressive.
 - b. The proposed fines shall accrue daily for each calendar day beyond the specified cure time until cured.
 - c. No approvals shall be issued nor inspections or hearings shall occur until all fines are paid.
5. Hearing
 - a. The DRC may hear the matter of fines if contested by the Owner/Applicant or at the discretion of the DRC Administrator.
 - b. The Owner is invited to present any statement, evidence and witness on the Owner's behalf.
 - c. The DRC, acting as the Hearing Committee appointed by the Frost Creek Association Executive Committee will consider the matter. The DRC may waive, reduce or impose the proposed fine in full.
 - d. Fines are Default Assessments of the Frost Creek Association that are due and payable immediately. Any fines that remain unpaid may be deducted from the Construction Compliance Deposit.
6. Appeal
 - a. Fines imposed by the DRC may be appealed to the Frost Creek Association Executive Committee.

VIII – APPROVED PLANT MATERIAL LIST

The following plant materials are mostly appropriate for close proximity to the house within the building envelope and in a limited area at the entry to the driveway. Native and natural plant materials should be used for transitioning away from the immediate homesite or building envelope into the meadows or native undisturbed landscape.

Sizes: New trees and shrub planting are to be a mix of sizes that will blend together in a natural appearance with a mix of sizes per below:

- **Deciduous Trees:** minimum of 2", encourage a mix of 2.5" – 4" caliper. Recommend a minimum of 14 deciduous trees.
- **Coniferous Trees:** minimum of 8' high, encourage a mix of 8' – 14' high. Recommend a minimum of 7 coniferous trees.
- **Shrubs:** minimum of #5 containers (5 gallon), encourage a mix of #7 to #10 containers and/or 4' high B&B or higher. Recommend a minimum of 25-30 shrubs.

DECIDUOUS TREES

BOTANICAL NAME	COMMON NAME
Acer ginnala 'Flame'	Amur Maple
Acer glabrum	Rocky Mountain Maple
Crataegus ambigua.....	Russian Hawthorn
Malus species	Flowering Crabapple: Dolgo, Radiant, Spring Snow
Populus acuminata	Lanceleaf Cottonwood
Populus angustifolia.....	Narrowleaf Cottonwood\
Populus tremuloides.....	Quaking Aspen
Prunus virginiana melancarpa.....	Native Chokecherry
Prunus virginiana 'Shubert'	Shubert or Canada Red Chokecherry

EVERGREEN TREES

BOTANICAL NAME	COMMON NAME
Abies concolor	White Fir
Juniperus monosperma.....	One Seed Juniper
Juniperus osteosperma	Utah Juniper
Juniperus scopulorum	Rocky Mountain Juniper
Picea engelmannii	Engelmann Spruce
Picea pungens.....	Colorado Spruce
Pinus aristata	Bristlecone Pine
Pinus edulis	Pinion Pine
Pinus flexilis	Limber Pine
Pinus ponderosa	Ponderosa Pine
Pseudotsuga menziesii	Douglas Fir

SHRUBS

BOTANICAL NAME	COMMON NAME
<i>Acer glabrum</i>	Rocky Mountain Maple
<i>Amelanchier alnifolia</i>	Serviceberry
<i>Artemisia tridentata vaseyana</i>	Mountain Big Sagebrush
<i>Cercocarpus montanus</i>	Mountain Mahogany
<i>Chrysothamnus nauseosus</i>	Rubber Rabbitbrush
<i>Chrysothamnus viscidiflorus</i>	Low Rabbitbrush
<i>Cornus stolonifera</i>	Redtwig Dogwood
<i>Juniperus communis</i>	Juniper
<i>Pentaphylloides floribunda</i> (Potentilla)	Shrubby Cinquefoil
<i>Prunus virginianus</i>	Chokecherry
<i>Purshia tridentata</i>	Antelope Bitterbrush
<i>Rhus glabra</i>	Smooth Sumac
<i>Rhus aromatica</i> ssp. <i>trilobata</i>	Skunkbrush
<i>Ribes cereum</i>	Wax Currant
<i>Rosa</i> ‘woodsii’	Wood’s Rose
<i>Rubus parviflorus</i>	Thimbleberry
<i>Sambucus racemosa</i>	Red Elderberry
<i>Shepherdia canadensis</i>	Buffaloberry
<i>Symphoricarpos orocephalus</i>	Mountain Snowberry
<i>Amelanchier alnifolia</i>	Serviceberry
<i>Amelanchier canadensis</i>	Canadian Serviceberry
<i>Amorpha caescens</i>	Blue Mist Spirea
<i>Artemisia tridentate vaseyana</i>	Mountain Sagebrush
<i>Berberis</i> spp.	Barberry
<i>Cercocarpus montanus</i>	Mountain Mahogany
<i>Cercocarpus ledifolius</i>	Curlyleaf Mountain Mahogany
<i>Chrysothamnus nauseosus</i>	Rubber Rabbitbrush
<i>Chrysothamnus viscidiflorus</i>	Low Rabbitbrush
<i>Cornus stolonifera</i>	Red Twig Dogwood
<i>Cornus stolonifera</i> ‘Isanti’	<i>Cornus stolonifera</i> ‘Isanti’
<i>Cornus alba</i> ‘Argenteomarginata’	Variegated Dogwood
<i>Cotoneaster divaricatus</i>	Spreading Cotoneaster
<i>Cotoneaster lucidus</i>	Peking Cotoneaster
<i>Euonymus alatus</i> ‘Compacta’	Dwarf Burning Bush
<i>Juniperus sabina</i> ‘Buffalo’	Buffalo Juniper
<i>Juniperum horizontalis</i> ‘Blue Chip’	Blue Chip Juniper

SHRUBS CONTINUED

BOTANICAL NAME	COMMON NAME
Lonicera involucrate	Twinberry Honeysuckle
Lonicera korolkowi ‘Zabel’s’.....	Zabel’s Honeysuckle
Spiraea species	Spiraea
Physocarpus opalifolius	Golden Ninebark
Physocarpus opulifolius ‘Diablo’	Purple Leaf Ninebark
Potentilla species.....	Potentilla
Prunus x cistena	Purple Leaf Plum
Perovskia atriplicifolia	Russian Sage
Pentaphylloides floribunda (Potentilla)	Shrubby Cinquefoil
Prunus virginianus	Chokecherry
Purshia tridentate	Antelope Bitterbrush
Ribes alpinum	Alpine Currant
Ribes aureum	Yellow Currant
Rhus glabra	Smooth Sumac
Rosa “woodsii”	Wood’s Rose
Rosa foetida ‘Bicolor’	Austrian Copper Rose
Rubus parviflorus.....	Thimbleberry
Sambucus racemosa	Red Elderberry
Shepherdia Canadensis	Buffaloberry
Symphoricarpos orocephalus	Mountain Snowberry
Salix purpurea ‘Nana’	Snowmound Spiraea
Spiraea nipponica ‘Snowmound’	Dwarf Blue Arctic Willow
Syringa vulgaris	Common Purple Lilac
Salix monticola	Mountain Willow
Sorbaria sorbifolia.....	Ural False Spiraea

DWARF CONIFERS

BOTANICAL NAME.....	COMMON NAME
Picea pungens ‘Fat Albert’	Fat Albert Spruce
Picea pungens species.....	Dwarf Blue, Green, Globe Spruce
Picea pungens ‘Hoopsii’	Hoopsii Spruce
Pinus mugo mugo.....	Dwarf Mugo Pine

PERENNIAL FLOWERS: Planted within the building envelope and at the address marker.

BOTANICAL NAME	COMMON NAME
Achillea	Red Yarrow
Alcea species.....	Hollyhock
Aquilegia species	Columbine
Aster species	Fall Aster
Centaurea montana.....	Mountain Bluet / Bachelor Button
Chrysanthemum maximum.....	Shasta Daisy
Delphinium elatum.....	Delphinium
Dianthus deltoids	Maiden Pinks
Dicentra spectabilis.....	Bleeding Heart
Gaillardia grandiflora.....	Blanket Flower
Hosta sp.....	Plaintain Lily
Hemerocallis hybrids	Daylily
Iris siberica.....	Siberian Iris
Linum perenne	Flax
Lupinus species.....	Lupine
Papaver orientalis.....	Oriental Poppy
Penstemon strictus	Rocky Mnt. Penstemon
Salvia x superba.....	Salvia

GROUND COVERS: Planted within the building envelope and at the address marker.

BOTANICAL NAME	COMMON NAME
Aedopodium podagraria ‘Variegatum’	Variegated Bishop’s Weed / Snow on the Mnt.
Ajuga species	Ajuga
Arctostaphylos uva-ursi	Kinnikinnick
Artemisia frigida	Fringed Sage
Cerastium tomentosum	Snow-In-Summer
Delosperma nubigenum	Hardy Yellow Iceplant
Galium odoratum	Sweet Woodruff
Mahonia repens.....	Oregon Grape
Pachystima myrsinites	Mountain Lover
Potentilla verna ‘nana’	Creeping Potentilla
Phlox spp.....	Phlox
Antennaria rosea	Pussytoes
Fragaria vesca	Wild Strawberry
Sedum spp.....	Stonecrop (sedum)
Thymus spp.....	Thyme
Vinca minor	Periwinkle

CONTAINER GRASSES

BOTANICAL NAME	COMMON NAME
<i>Festuca glauca</i> ‘Elijah Blue’	Elijah Blue Fescue
<i>Helictotrichon sempervirens</i>	Blue Avena Grass
<i>Miscanthus sinensis</i> ‘Gracillimus’	Maiden Grass
<i>Schizachyrium scoparium</i> ‘Blaze’	Blaze Little Bluestem
<i>Calamagrostis acutiflora</i> ‘K.F.’	Feather Reed Grass

VINES

BOTANICAL NAME	COMMON NAME
<i>Lonicera heckrotti</i>	Heckrotti Honeysuckle
<i>Clematis</i> species.....	Clematis
<i>Parthenocissus quinquefolia</i>	Virginia Creeper / Engleman Ivy

WILDFLOWER MIX

Any Wildflower Mix to be used with the native grass revegetation to list detailed composition mix on the Landscape Plan to be submitted to the DRC for review and approval.

FROST CREEK SEED MIX

Seed mix is to be hydro-sprayed along with a tackifier to prevent seed from dispersing from the wind and wildlife. Seed mix is to be temporarily irrigated with an above-ground spray heads that are to be removed after establishment of grasses or after 2 growing seasons. Erosion control shall remain in place until establishment of grasses.

Area	Species	PLS lbs/acre	Seeding Rate
Brush Creek Corridor	Creeping Bentgrass	0.1	27.5 PLS per acre
	Meadow Foxtail	11.0	
	Streambank Wheatgrass	6.4	
	Slender Wheatgrass	5.9	
	Fowl Bluegrass	1.0	
	Rocky Mountain Fescue	0.5	
	Annual Ryegrass	2.6	
Formerly Irrigated Meadow Areas	Western Wheatgrass	6.0	34.5 PLS lbs per acre
	Streambank Wheatgrass	10.0	
	Slender Wheatgrass	5.5	
	Canada Bluegrass	6.0	
	Rocky Mountain Fescue	5.0	
	Annual Ryegrass	2.0	
Native Hillside Areas	Indian Ricegrass	4.2	18.6 PLS lbs per acre
	Sideoats Grama	2.2	
	Blue Grama	0.3	
	Slender Wheatgrass	3.3	
	Arizona Fescue	0.3	
	Western Wheatgrass	0.3	
	Canby Bluegrass	4.0	
	Annual Ryegrass	4.0	

X – Utility Information

Please find below service providers and contact information for all utilities at Frost Creek

POTABLE WATER

Town of Eagle
970-328-6354

NON-POTABLE WATER (Frost Creek irrigation only)

Frost Creek HOA
970-328-2326

OWTS/SEPTIC

Frost Creek HOA – Manny Quezada
970-328-2326

NATURAL GAS

Blackhills Energy
970-328-1255

ELECTRIC

Holy Cross Electric
970-949-5892

PHONE/INTERNET/PRISM TV

CenturyLink
970-432-0170



FROST CREEK

EAGLE, CO

Onsite Wastewater Treatment Guidance Document

Homes within Frost Creek each have their own Onsite Wastewater Treatment System to treat the wastewater generated at each home. There is no central wastewater treatment system for this development, wastewater from each home is treated onsite. In order to preserve the pristine environment in this beautiful area, advanced onsite wastewater treatment systems are required for all properties in Frost Creek. There are no visual, above ground differences between an advanced system and that of a traditional septic system. Wastewater is treated in a series of below ground tanks equipped with synthetic media and small submersible pumps. Ultimately the treated water is sent to a soil treatment area located on the property (historically referred to as a leach field). Each system is equipped with a control panel that allows for remote monitoring of the system to ensure proper performance at all times.

In order to ensure compliance with local regulations, the Frost Creek Homeowners Association assists homeowners with the process of installing an OWTS. A more detailed breakdown of the necessary steps to install an OWTS within Frost Creek is provided on the back of this flyer.



FROST CREEK

EAGLE, CO

General Process

Design, soil testing, and installing an OWTS

1. The homeowner or architect will need to contact Simon Farrell at JVA, Inc. at (303) 565-4974 to initiate the design process. JVA will request a preliminary site plan from the architect that identifies the number of bedrooms for the home, the location of the home on the lot with major site features such as driveways, and a topographical survey.
2. JVA will conduct soil testing in the proposed location of the soil treatment area (leach field). The soil testing will be completed by observing two eight foot deep profile holes dug by a backhoe.
3. JVA will use the preliminary site plan and soil testing information to complete the design of the advanced OWTS system.
4. JVA will forward the design with the permit application to Eagle County. Once a permit is issued by Eagle County the system is authorized to be constructed.
5. A short list of local contractors (approximately three) pre-qualified to complete the excavation work for these types of systems will be provided. The owner/architect will need to select a contractor from this list to ensure quality control over the installation process.
6. JVA will complete a construction observation inspection to ensure the installation meets the design and specifications. Once the system is installed, the manufacturer's representative will perform start-up services.
7. Ongoing maintenance of the system will be provided by Frost Creek. This service will be covered by an annual fee paid by the homeowner through the normal dues structure. Frost Creek will have the ability to monitor the performance of the systems remotely.
8. An up front fee of \$6,500 will be required from the owners, payable to Frost Creek, to cover the costs of OWTS design and permitting.



Soils Testing and Engineering Requirements

Soils testing is required as part of the Onsite Wastewater Treatment System (OWTS) and as part of the design and construction of any home. The OWTS soils testing is completed by JVA Consulting Engineers (Boulder office) as part of the OWTS application process and costs are covered by the \$6,500 fee, unless there are extraordinary site conditions warranting more extensive excavation. OWTS permitting is completed by JVA, Inc., the Frost Creek HOA's OWTS engineering firm of record. Soils testing done for the OWTS system are soils profile pits dug with an excavator and not drilled.

Soils testing for the design of the home is to be completed by a qualified geotechnical engineering firm of the owner's choice and all costs are assumed by the lot owner. HP Kumar geotechnical engineers have completed numerous soils testing within the Frost Creek subdivision.

Geotechnical studies shall be submitted to the Frost Creek DRC at the Technical Review stage (last stage before submittal to Eagle County) and are required by Eagle County as part of the submittal for a building permit. Applications for building permit may be rejected by Eagle County if the proper soils test information is not provided with the building permit submittal.

Requirements for Soils Testing/Geotechnical Studies/Grading Plan Review:

All subsurface soils tests/geotechnical studies for individual lots shall have at least 2 borings and be drilled to depths of at least 50 feet (as feasible) into the evaporite bedrocks. These borings shall be in the general location of the proposed home. Auger drilling refusal shallower than the recommended 50 ft. boring depth will require alternate drilling methods and/or additional borings and should be evaluated by the geotechnical engineer at that time.

If indications of sinkholes or voids are found during the study, the house site shall be moved away from the suspect area or additional studies shall be conducted to evaluate the extent of the void and feasibility of mitigation.

Any subsoil studies for lots not identified below may be performed at any time of the year, but shall include opinions of the geotechnical engineer that expected seasonal fluctuations in groundwater levels will not impact the foundation stability of below grade design, or state if groundwater could impact the design and if additional study is needed.

The geotechnical engineer shall review the site grading plans for the project and provide comments and recommendations regarding the grading plan in a letter. The review should be to address the risk of construction induced slope instability in steep sloping areas, possible constraints in shallow groundwater areas, and whether surface drainage away from the building is generally as recommended.

Additional Requirements for lots that may be subject to shallow groundwater:

Any lots located adjacent to Brush Creek, including but not limited to lots located along the east side of Red Bluffs Lane (Frost Creek F3, Lots 73-86), along the east side of Creek Side Lane (Frost Creek F1, Lots 69-71), and the lower portions of Hunters View Lane are subject to the following additional requirements:

- **The preliminary geotechnical study must be completed May 15 to June 15**
- Temporary piezometers set into the borings to determine probably high groundwater levels
- Any additional recommendations regarding feasibility of below grade construction and requirements

CONSTRUCTION COMPLIANCE AGREEMENT

BY AND BETWEEN

_____ (“OWNER”)

AND

FROST CREEK MASTER ASSOCIATION

This Compliance Agreement (“**Agreement**”) is made by and between the Frost Creek Master Association, a Colorado nonprofit corporation, acting through its designated agent, the Frost Creek Design Review Committee (“**DRC**”) and _____ (“**Owner**”).

RECITALS

WHEREAS, Owner is the record owner of real property located in Eagle County, Colorado described as Lot _____, Filing _____, Frost Creek, also known by street address as _____ (“**Property**”); and,

WHEREAS, Owner acknowledges that such Property is subject to certain protective covenants, conditions and restrictions (“**CC&Rs**”) administered by the Frost Creek Master Association (“**Association**”), as set forth in that certain Amended and Restated Master Declaration of Protective Covenants, Conditions, and Restrictions for Frost Creek, recorded on August 14, 2015, in the records of the Clerk and Recorder for Eagle County, Colorado as Reception No. 2001515560, and as such CC&Rs may be amended and/or supplemented from time to time; and,

WHEREAS, Owner acknowledges that such CC&Rs authorize the promulgation of certain Design Guidelines (which includes the Construction Rules and Regulations, and all references hereafter to the Design Guidelines shall include the Construction Rules and Regulations), heretofore adopted by the DRC and approved by the Executive Board of the Association, and that all further references in this Agreement to CC&Rs shall be deemed to include all such Design Guidelines; and

WHEREAS, the DRC is a committee duly authorized by such resolution of the Executive Board of the Association to implement certain areas of the Board’s administration and enforcement authority for the CC&Rs, including but not limited to CC&Rs specifically applicable to the planning, design, construction and completion of improvements (and alterations thereof) and landscaping on real property subject to the Association’s jurisdiction, and issues incidental thereto; and,

WHEREAS, the DRC requires of all Owners, as a condition prior to commencing construction activity on any property (including landscaping) within the Association’s jurisdiction, both an executed Construction Management Plan with Proposed Construction Schedule (“**Construction Management Plan**”) and an executed Construction Compliance Agreement by which the Owner agrees to comply with the CC&Rs and to furnish a monetary deposit to secure Owner’s compliance with same.

AGREEMENT

NOW THEREFORE, in consideration of the following mutual promises and agreements and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Association (through its authorized agent, the DRC and the DRC Administrator) and Owner agree as follows:

I. Proposed Construction Activity and Construction Management Plan.

- (a) The term “**Construction Activity**” as used in this Agreement shall mean all phases and aspects of the construction of improvements, alterations and landscaping proposed by the Owner and its Construction Management Plan and all materials submitted therewith to the DRC (see subparagraph 1b). Owner’s signature below on this Agreement and provision of the compliance deposit described below in paragraph 5 are preconditions of DRC approval for Owner’s commencement of Construction Activity on the Property.
- (b) The term “**Construction Management Plan**” as used in this Agreement shall include all materials required to be submitted to the DRC under the design review process described in the Design Guidelines, including but not limited to a topographic survey of the Property, site plans, floor plans, roof plans, landscape plans, drawings of exterior elevations, drawings of building sections, building height calculations, exterior finish details, scale models, erosion control and revegetation plan, perspective sketches, blueprints, the construction schedule and any other documents or materials required by the DRC.

2. **Compliance by Owner.**

- (a) Owner acknowledges and agrees its Property is subject to the jurisdiction of the DRC as described in the CC&Rs. Owner agrees to fully and timely comply with the CC&Rs, its Construction Management Plan approved by the DRC, and all terms and conditions of this Agreement.
- (b) Owner has retained or intends to retain _____ as its general contractor for the Construction Activity proposed. Owners shall provide a copy of this Agreement to such general contractor and Owner agrees that the terms and conditions of this Agreement shall be incorporated by specific reference into Owner’s contract(s) with its general contractor.
- (c) Owner acknowledges and agrees that upon the DRC’s approval of Owner’s Construction Management Plan, the Technical Plans to be submitted for a building permit to Eagle County, and receipt from Owner of the Compliance Deposit described in paragraph 5, that the Owner, then and only then, may apply to Eagle County for a Building Permit or related permits such as a grading permit.

3. **Enforcement of Compliance by the DRC.**

- (a) Authority to enforce compliance. Owner acknowledges that the DRC, including its employees and agents (such as, but not limited to, the Public Safety Officers of Frost Creek), is the authorized agent of the Executive Board of the Association to administer and enforce the CC&Rs, all Construction Management Plans, this Agreement and any and all other agreements in connection with Owner’s Construction Activity.
- (b) Determination of noncompliance. The DRC, on its own initiative or in response to complaint or report filed by any person, is authorized to determine whether Owner’s Construction Activity is in violation of, or not compliant with, the CC&Rs, the Construction Management Plan or this Agreement.
- (c) Remedies and Fines for noncompliance. The DRC is authorized to enforce Owner’s compliance with the CC&Rs, the Construction Management Plan or this Agreement by imposing one or more monetary fines upon Owner for violations of noncompliance (including deduction of unpaid fine, as well as associated DRC administrative and legal costs, from Owner’s Compliance Deposit), by exercising a reserved right of entry on the Property to remove nonconforming improvements, by excluding Owner’s agents from entry to the Frost Creek community under the Association’s jurisdiction, or by pursuing all other available legal and/or equitable remedies. Such remedies are cumulative, not exclusive. The DRC may, in its discretion and after notice to Owner, declare each day after a violation or noncompliance continues as a separate violation or event of noncompliance.
- (d) Notice of noncompliance. If the DRC determines that a violation of, or noncompliance with, the CC&Rs and/or the Construction Management Plan and/or this Agreement has occurred in connection with Owner’s Construction Activity, the DRC (or its authorized employee or agent) may provide Owner with notice (“**Notice**”) of the violation (delivered to Owner as provided in this Agreement

for “Notices”) under the procedure set forth in the Design Guidelines, identifying the sanction to be imposed or remedy to be pursued by the DRC. Owner shall have ten (10) days (or such other time period as specified in the Notice) after receipt of the Notice to either (i) commence the cure or remedy as specified in the Notice, including payment of fines, if any or (ii) appeal the sanction and request in writing a hearing before the DRC under the procedure set forth in the Design Guidelines.

- (e) Recorded Notice of Noncompliance. Owner acknowledges and agrees that if the DRC imposes a fine or other sanction against the Owner as described above in subparagraph (d) of this paragraph 3, and such fine remains unpaid and/or the violation or noncompliance giving rise to such fine and/or sanction remains unresolved by Owner, then after the Owner’s right to a hearing has expired or no further appeal is available, whichever comes first, the DRC may record in the records of the Clerk and Recorder for Eagle County, Colorado, with reference to the Property, a public notice of such violation or noncompliance.

4. **Timely Completion of Improvements**. Owner shall timely complete all Construction Activity approved by the DRC, including landscaping. All improvements, alterations and landscaping shall be constructed and performed in a workmanlike manner in accordance with

- (a) the CC&Rs;
- (b) The Construction Management Plan, Construction Schedule and this Agreement;
- (c) All applicable local, county, state and federal ordinances, codes, regulations, statutes, etc. “Completion” for the purpose of this Agreement, shall mean all improvements and alterations, including landscaping, are fully ready for final inspection by the DRC in preparation for issuance of a Letter of Compliance (as defined in the Design Guidelines). Any extension of the completion date specified above must be approved in writing by the DRC.

Each day that Construction Activity remains incomplete after the completion date specified above (or an authorized extension thereof) shall constitute a separate violation of the CC&Rs, Construction Management Plan, Construction Schedule and this Agreement, and subject the Owner to fines therefore.

5. **Compliance Deposit**

- (a) Payment. Owner agrees to deposit with the DRC, concurrently with the Owner’s signature below, a Compliance Deposit in the amount of \$20,000.00 (“**Compliance Deposit**”). The purpose of the Compliance Deposit is to secure and assure Owner’s compliance with the CC&Rs, the Construction Management Plan and this Agreement throughout the duration of the Owner’s Construction Activity until completion, including completion of landscaping. The Compliance Deposit shall be made payable to the “BCP ARR Homes and Lots LLC” in the form of a personal or cashier’s check, and shall be maintained by the DRC or the Association in an account at an insured depository institution.
- (b) Use of deposit. Owner agrees that if Owner (and/or its employees, agents, or other representatives, including contractors and subcontractors) fail to cure any violation of, or noncompliance with, the CC&Rs or the Construction Management Plan or this Agreement after notice and the opportunity to cure and be heard as provided herein and in the CC&Rs), or to pay any fine levied by the DRC in connection violation or noncompliance, the DRC may, without further notice to Owner, deduct from the Compliance Deposit all unpaid fines and all costs and expenses, including but not limited to administrative costs, court costs and attorneys’ fees, incurred by the DRC in connection with the enforcement of compliance, or, if Owner fails to timely correct any violation or noncompliance, the DRC may draw upon the Compliance Deposit to pay the costs incurred by the Association to remedy the circumstances creating the violation or noncompliance. Owner is not entitled to reimbursement for any costs incurred by the DRC in enforcing compliance with this Agreement. To the extent the Owner’s Compliance Deposit is insufficient to reimburse the DRC for such expenses, Owner agrees to timely replenish the deposit in the amount reasonably required by the DRC after written demand therefore.

- (c) Return of deposit. Upon the DRC's issuance of a Certificate of Compliance to the Owner (as defined in the Design Guidelines), **one-half** of the Compliance Deposit (or such unused portion of the Compliance Deposit, if any, as remains upon the issuance of such Certificate) shall be returned to Owner upon Owner's written request. The remaining half of the Compliance Deposit may be retained by the DRC, in its discretion, for one year from the date of issuance of the Letter of Compliance, to secure Owner's obligation to make reasonable efforts to maintain the new landscaping improvements. The Compliance Deposit, or such portion as remains on deposit with the DRC two years after issuance of the Letter of Compliance, shall be deemed forfeited to the DRC if not requested in writing by the Owner prior to expiration of such two years.
- (d) Dispute over deposit. In the event of a controversy or dispute regarding the Compliance Deposit, or any portion thereof, unless the parties mutually agree in writing as to the disposition of the disputed funds, the DRC shall not be required to take specific action with respect to the funds on deposit without an order of a court of competent jurisdiction, or the DRC may, in its sole discretion, interplead all affected parties and deposit any funds held by it into a court of competent jurisdiction.
6. **Duration of Agreement.** This Agreement shall remain in effect until all improvements, alterations, and landscaping proposed by Owner for the Property and approved by the DRC are completed and the DRC has issued a Certificate of Compliance together with a written accounting for disposition of the Compliance Deposit. Time is of the essence in the performance of this Contract. If the DRC, in its discretion, retains one-half of the Compliance Deposit to secure the first year's proper maintenance of landscaping improvements, then this Agreement shall terminate only after expiration of the one (1) year waiting period for the maintenance of new landscaping and final accounting of the remainder of the Compliance Deposit.
7. **Indemnification.** Owner hereby indemnifies and holds harmless the Association, the DRC, and all officers, consultants, employees and agents thereof, from all liability for any and all losses, claims and demands whatsoever, made by any person or entity, for damage or injury to person or property, arising from the connected Owner's Construction Activity on the Property and/ or the DRC's approval thereof and/or enforcement of compliance with this Agreement. Owner shall reimburse the Association for all costs and expenses incurred by the Association, the DRC and any officer, agent and employee thereof, in defending against any such claim or demand alleged to arise out of Owner's Construction Activity. Such indemnification and reimbursement shall include reasonable attorneys' fees and court costs, regardless of whether court proceedings are commenced or concluded.
8. **Insurance.** Owner shall at all times carry all liability and hazard insurance necessary to fully insure the Property and all Construction Activity conducted thereon as required under the Design Guidelines. Owner shall name the Association as an additional insured on all such policies of insurance and shall submit proof thereof to the DRC in the form of one or more certificates of issuance at the time the Compliance Deposit is made.
9. **Waiver of statutes of limitations.** Owner, individually and on behalf of its employees, assigns, agents, descendants and other representatives, expressly agrees that for the duration of this Agreement, any and all statutes of limitation or similar bar(s) against legal or equitable relief that may become available to the Owner in connection with any efforts by the DRC to enforce compliance with this Agreement and/or the CC&Rs and/or the Construction Management Plan, as a partial or complete defense or bar of any kind (including an affirmative defense) against any cause of action or claim for relief available or that may become available to the Association and/or the DRC regarding subject matter in this Agreement, are hereby waived. Any and all such statutes of limitation or similar bar(s) against relief, including but not limited to those under Colorado Revised Statutes, and including but not limited to all provisions of the Association's CC&Rs, shall not be invoked, raised, asserted or otherwise relied upon by Owner as a defense or bar against any relief, legal or equitable, claimed by the DRC and/or the Association. Owner acknowledges that it has had the opportunity to review this Agreement and the CC&Rs with legal counsel of its choice.
10. **DRC Right of entry.** Owner hereby grants to the DRC and its employees, agents and other representatives the right to enter upon the Property at such reasonable times and upon such reasonable

notice to Owner or Owner's authorized agent for the purpose of inspecting Construction Activity to confirm compliance with the CCR&E 's, the Construction Management Plan and this Agreement. In the event of an emergency, the DRC and its authorized agents are authorized to take such measures as they may deem necessary to prevent an unreasonable risk of harm to person and/or property that arises out of the Construction Activity or condition of the Property.

11. **Joint and Several Liability.** If Owner consists of more than one Person or entity, each such person and/or entity shall be fully responsible for all obligations imposed by this Agreement. All references herein to "Owner" in the singular shall include the plural, and shall apply to all owners regardless of gender and regardless of whether an owner is a natural person or entity.
12. **Notices.** All communications and notices required or permitted by this Agreement shall be in writing and deemed effective when received by either Owner, contractor, or owner's representative, or the DRC (as applicable) via personal delivery, email, United States mail, in all cases addressed to the address and/or email address set forth below or to such other address as a party shall have designated by notice in writing to the other party:

If to Owner (include email address):

Phone Number: _____

Email address: _____

If to the DRC: DRC Administrator
Frost Creek Design Review Committee
Mauriello Planning Group, LLC
PO Box 4777
Eagle, CO 81631
Email address: dominic@mpgvail.com
Phone: 970-376-3318

13. **Modification/ Amendment.** This Agreement may be modified or amended only in writing signed by Owner and authorized Agent of the DRC.
14. **Counterparts and Facsimile Signatures.** This Agreement may be signed in counterparts, in which case all counterparts together shall constitute one and the same instrument binding upon all of the parts hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart. Facsimile or PDF signatures shall be treated as original signatures hereon and on any notices given hereunder.
15. **Severability.** If any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, it shall not affect or impair the validity, legality or enforceability of this Agreement itself or of any other provision hereof, and there shall be substituted for the affected provision, a valid and enforceable provision as similar as possible to the affected provision.
16. **Choice of Law.** Any and all disputes arising out of or in connection with this Agreement shall be governed by the laws of the state of Colorado. Both parties agree venue shall be in the City and County of Denver, Colorado.
17. **Attorneys' Fees and Costs.** In the event of litigation arising out of this Agreement, the Court shall award to the prevailing party reasonable costs and expenses, including attorneys' fees.

18. **Binding on Agents, etc.** This Agreement is binding upon Owner, its agents, employees, contractors, subcontractors, assigns, descendants and other representatives. All consents given under this Agreement by Owner are deemed given also by Owner's agents, employees, contractors, subcontractors, assigns, descendants and other representatives.
19. **Incorporation by Reference.** The CC&Rs (as may be amended and/or supplemented from time to time), are hereby incorporated by reference in to this Agreement and made a part hereof, and together with the Construction Management Plan shall be interpreted as a whole to further the objectives of the community governed by the Association.
20. **Authorization to Bind & Guaranty.** If Owner is an entity and not a natural person, the undersigned signatory on Owner's behalf warrants that he / she is authorized to sign on behalf of Owner and furthermore personally and unconditionally guarantees Owner's performance under this Agreement.

OWNER

Print Name

Signature

Date

DESIGN REVIEW COMMITTEE or ADMINISTRATOR

Print Name

Signature

Date



Frost Creek DRC Application Fee Schedule

Effective April 2026

Typical Application Fees for New Home Construction	Review Fee
Pre-design conference application submittal	\$0
Preliminary plan review application submittal	\$4,500
OWTS application submittal (required with preliminary plan)	\$6,500
Final plan review application submittal	\$4,500
Technical plan review	\$1,300
Compliance deposit (50% refunded upon C.O., 50% refunded after additional year to ensure landscape survival)	\$20,000
Additional Fees for Other Application Types	Review Fee
Minor modification (landscaping plan, color change, recreational equipment, fencing)	\$300-\$500
Major modification without adding building sq. ft.	\$700
Accessory Structure (including Casita, Guest House, Garage, etc.) if separate from New Home	\$4,500
OWTS Review Fee for Accessory Structure	\$500
OWTS Re-Design Fee for Accessory Structure (if required)	\$6,000
Building addition of livable sq. ft. – minor (under 500 sq. ft.)	\$1,000
Building addition of livable sq. ft. – major (500 sq. ft. to 1,000 sq. ft.)	\$1,300
Building addition of livable sq. ft. – major (over 1,000 sq. ft.)	\$2,600
Building envelope amendment	\$3,000
Modification to approved plans (prior to or during construction) – staff approval	\$300
Modification to approved plans (prior to or during construction) – DRC approval	\$650
Tree/vegetation removal/wildfire mitigation	\$300
Road cuts applications with any project	\$5,000
Compliance deposit – construction costs > \$100,000	\$10,000
Compliance deposit – construction costs < \$100,000	\$5,000
Final plan approval – extension with no changes to plans (maximum of two extensions)	\$400
Re-inspection fee – if an inspection fails or is incomplete and has to be done again	\$300

Checks made out to **Frost Creek Master Association**

Mailed via USPS to:
Frost Creek DRC
PO Box 659
Eagle, CO 81631

Delivered to the Frost Creek Clubhouse or via UPS or FedEx at:
Frost Creek
1094 Frost Creek Drive
Eagle, CO 81631



FROST CREEK

Design Review Committee Application Form

APPLICATION TYPE:

- ☐ Pre-Design Conference
- ☐ Preliminary Plan review
- ☐ Final Plan Review
- ☐ Modification or Addition to Existing Home

Submit to Mauriello Planning Group Via
email: Allison@mpgvail.com
Via mail: PO Box 4643, Eagle, CO 81631
Ph. 970.390.8530

Name of Project: _____

General Description of the Project: _____

LOCATION

Street Address: _____ Legal Description: _____

CONTACT INFORMATION

Owner Name: _____

Mailing Address: _____

Phone: _____ Email: _____

Architect Name: _____ License#: _____

Mailing Address: _____

Phone: _____ Email: _____

Landscape Architect Name: _____

Mailing Address: _____

Phone: _____ Email: _____

Builder: _____

Mailing Address: _____

Phone: _____ Email: _____

36" x 48" Dibond w/Digital Print

2"



HOMESITE 39

OWNER RESIDENCE

ADDRESS/LOT #

ARCHITECT/BUILDER

Scott S. Turnipseed, AIA
Architecture & Construction, Inc
970-328-3900/www.staia.com

PERMIT # 7-16-14996

72"

4" by 4" posts

APPENDIX G. HUNTER'S VIEW RESIDENCES

The Hunter's View Residences consist of the lots within Frost Creek Filings 4 and 5. These lots were part of a 2017 PUD Amendment allowing for smaller homes on clustered lots situated on Hunter's View Lane and around the ponds. These lots include additional restrictions on setbacks, footprint, and livable area, which are outlined in Section III. A. of these Design Guidelines. The intent for Hunter's View Residences is smaller homes that are complimentary to the custom home sites, reflecting the ranching heritage of Frost Creek, while allowing for some unique design opportunities of a clustered neighborhood. Other than in the following instances, the general Design Guidelines apply to the Hunter's View Residences, though the DRC may allow additional flexibility from the Design Guidelines on a case-by-case basis.

Because the Hunter's View neighborhood consists of smaller homes on clustered lots, modifications to the existing homes and lots may have greater impacts on neighboring property owners than the larger lots in Frost Creek. The DRC is sensitive to this concern, and may impose additional requirements to minimize impacts, including landscaping screening. Additionally, the DRC may deny modifications based on impacts to neighboring properties. These guidelines are applicable to the homesites only and nothing in this section is intended to limit the ability to construct shared community or common improvements or facilities, including but not limited to swimming pools, hot tubs, parks, play areas, dog parks, fire pits, etc.

The following section provides specific guidelines for the Hunter's View Residences:

- A. **Roofing Materials.** Because the lots within Hunter's View are smaller than the custom home sites and therefore homes are closer to one another, cedar shake roofs are prohibited. Class A rated, high-dimensional asphalt shingles are permitted in Hunter's View. Roofing colors shall be earth-tone, in hues of brown and gray. Standing seam and corrugated metal roofing is also permitted. Metal roofing shall be painted or naturally aging pre-treated materials such as cor-ten or copper. All metal roofing shall be non-reflective upon installation. Other Class A rated roofing materials may be considered by the DRC on a case-by-case basis.
- B. **Exterior Wall Materials.** Wall materials in Hunter's View shall be limited to wood. Natural stone, while not required, shall be permitted. Exposed concrete foundations are prohibited, and any exposed foundation walls shall be concealed with metal.
- C. **Chimneys, Flues, and Roof Vents.** Chimneys, though not required in Hunter's View, shall be of high quality, consisting of stone or metal, and include a chimney cap to conceal the mechanical elements of a chimney. When possible, all roof venting and penetrations shall be consolidated to the chimney(s). Any roof venting and penetrations that are not within a chimney shall be painted to match the roofing material.
- D. **Landscape Minimums.** The Hunter's View Residences are unique in that they generally share access between up to 3 homes. As result, there are shared design aspects, such as landscaping at the access to the main roadway, consistent address markers, common driveway lighting, etc. It is the intent that landscaping of Hunter's View Residences

blend with the natural landscaping and be consistent with the native species in the area. Manicured or groomed yards shall be limited to the area directly around the home. Landscape materials are to be consistent with Section IV of these Design Guidelines, with a general recommendation of a minimum of 5 deciduous trees and 3 coniferous trees per lot.

- E. Additions and/or Modifications to Patios. Any additions or modifications to the existing patios at the Hunter's View Residences should be designed as integral elements of the design of the home. Patio additions or modifications should be sensitive to neighbors' views, minimize noise impacts, and additions should be located in close proximity to the home and/or existing patios. Additional landscape screening may be required by the DRC.
- F. Recreational Equipment. The installation of swing sets, play equipment, trampolines, and other recreational equipment is prohibited at individual homes sites at the Hunter's View Residences. Equipment and toys that are used temporarily on a daily basis and stored within the home when not in use are not considered recreational equipment.
- G. Fencing and Dog Runs. Lot perimeter fencing is prohibited at the Hunter's View Residences. A small section of wooden fence, no more than eight to ten feet in length, and seven feet in height, may be permitted to screen a hot tub or patio from adjacent property owners. Dog runs will be permitted on a case-by-case basis by the DRC, who will review them for impacts on adjacent property owner. Small dog runs shall be directly adjacent to the home. The DRC may require additional landscape screening of dog runs. The use of invisible fencing is highly encouraged as an alternative means of containing pets.
- H. Swimming Pools and Hot Tubs. Swimming pools are prohibited in the Hunter's View Residences. Hot tubs are encouraged to be in-ground. In-ground hot tubs should be no higher than 18 inches above grade and should be encased in stone. Above ground hot tubs will only be permitted on a case-by-case basis by the DRC, who will review them for impacts on adjacent property owners. The DRC may require additional landscape screening or other screening of hot tubs. In all cases, hot tubs shall be located within the area of a patio and not on lawn or native grass area. Hot tubs should be finished with materials that are consistent with the exterior materials of the homes.
- I. Fire Pits. Fire pits may be permitted by the DRC. Fire pits are to be gas only, located to minimize impacts to adjacent properties, and have a flagstone surround of at least five feet in diameter.

Exterior Lighting Worksheet – Frost Creek DRC

Filing/Lot: _____ Address: _____

Luminaire (Fixture) Location	Luminaire (Fixture) Data		Lamp (Bulb) Data				Lumens by Luminaire Type		Switch Type ⁶
	Brand/Model # - Attach Manufacturer Cut Sheet(s)	Qty	Lamp Type ¹	Lamps per Luminaire	Watts per Lamp ²	Lumens per Lamp ³	Unshielded Luminaires ⁵	IDA Certified Luminaires ^{4,5}	
Subtotal Lumens by Luminaire Shielding Category (Unshielded or IDA Certified ⁴)							≤ 2,000 lumens		
Total Lumens all Luminaire Categories (not to exceed 6,00 Lumens)								≤ 6,000 lumens	

Prepared by: _____ Date: _____

Owner Signature: _____ Date: _____

Print Name: _____

Notes:

- Lamp (Bulb) Type = Incandescent (I), Compact Fluorescent (CFL), Low-voltage Halogen (LV), Light Emitting Diode (LED), etc.
- Watts as marked on lamp.
- Lumen comparisons for lamp types. General retail outlets (i.e. grocery, hardware store, etc.) may not carry all wattages. Consider specialty stores or internet sources.

Typical Lumens/Lamp ³ :						
Incandescent		Compact Fluorescent		Lo-Voltage Halogen		
Watts	Lumens	Watts	Lumens	Lamp Base	Watts	Lumens
25	200	5	200	G4	5	55
40	500	8-10	450	G4	10	140
60	800-890	13-18	890	G4	20	320
75	1080-1200	18-22	1210	G6Y.35	35	600
100	1420-1750	23-28	1750	G6Y.35	50	950

- The International Dark-Sky Association (<http://www.darksky.org>) certifies luminaires that minimize glare, reduce light trespass, and don't pollute the night sky.
- Luminaire Shield Category is Unshielded unless specifically certified with International Dark-Sky Association Fixture Seal of Approval.
- Switch Type = manual (M), motion detector (MD), photocell (P), rheostat (R), timer (T)