

APPENDIX J

POLICY FOR CONSTRUCTION SITE GUIDELINES

Construction

The following rules and regulations apply to the construction of all improvements within Crested Butte South, Filings 1-4.

Construction Hours

Construction activity that is likely to generate noise which is audible beyond the property boundary, such as hammering, sawing, excavation work, and concrete or material deliveries, must be confined to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, from 8 a.m. to 5 p.m. on Saturday, and from 9 a.m. to 3 p.m. on Sundays, or as may be further restricted by The Crested Butte South Property Owners Association from time to time. Additionally, the use of heavy equipment is prohibited on Sundays.

Stop Work Authority

The District Manager or their representative shall at all times have the authority to stop all work on any construction site within Crested Butte South. Contractors or contractor's personnel violating any of the provisions of Appendix J or of the Rules and Regulations shall be just cause for stopping all work. A stop work order will be issued directly to the lot owner in writing and posted at the work site.

Construction Trailers, Portable Field Offices & Contractor Designation Signage

No trailer capable of habitation or containing living quarters shall be parked on any lot or street governed hereby for more than one consecutive overnight period; provided, however, that a trailer or trailers, used temporarily by a construction contractor or sub-contractor as an office, supply facility, tool room or warehouse, may be located completely within any lot during the actual period of construction

Storage of Materials and Equipment

Owners or contractors are permitted to store construction materials and equipment on an approved construction site during the construction period. All equipment and materials shall be neatly stored or stacked, properly covered and secured. Owners or contractors will not disturb, damage, trespass or store materials or equipment on adjacent lots, roadway right of ways or utility easements. Storage of materials and equipment must be completely within the property associated with the Building Permit.

Debris and Trash Removal

Owners and contractors shall clean up all trash and debris daily. Any trash or debris blown from the site shall be cleaned up daily. Trash and debris shall be removed from the site once the receptacles are reasonably full. **Receptacles may not be stored in the road easement overnight.** All owners and contractors are prohibited from dumping or burying trash on any site throughout Crested Butte South. Burning of construction debris is not permitted in CB South.

Parking Areas

Construction crews or other construction personnel shall not park on adjacent properties and are permitted to park on the roadside within property line and must allow for two-way traffic, but not on an overnight basis. Please consider safety and use caution on where you park your vehicles on the roadside. You may be required to move your vehicles periodically for safety concerns, snow plowing or road maintenance.

Concrete

Following concrete delivery to construction sites, concrete trucks may not clean trucks or dump excess concrete in the roads, adjacent properties, and right of ways or easement.

Snow

All snow must remain and be stored within the property associated with the Building Permit.

Damaged Property / Restoration of Property

Damage to or scarring of other properties, including but not limited to other lots, roads, driveways, or other improvements is not permitted. If damage occurs, the person responsible will repair it promptly. The owner of the lot upon which improvements are being constructed shall be responsible for damage and other violations of these construction regulations caused by such owner's contractors, sub-contractors, employees, agents, or other representatives.

Upon the completion of construction, each Owner and his or her General Contractor shall clean the site and repair all property which has been damaged, including but not limited to reshaping and revegetation of disturbed grades, and the repair of streets, driveways, pathways, drains, culverts, drainageways, signs, lighting, and fencing.

In addition, each Owner and his or her General Contractor shall be held financially responsible for the cost of the site restoration or revegetation and refuse removal necessitated upon any adjacent or neighboring property as a result of trespass or negligence by their construction personnel, subcontractors, or material suppliers.

Health and Safety Compliance

All applicable statutes, ordinances, or rules pertaining to health and safety, including all applicable provisions of the Occupational Safety and Health Act (O.S.H.A), and restrictions pertaining to the handling or disposal of hazardous materials and toxic substances, or waste must be observed and obeyed throughout the construction process.

Sanitary Facilities

Each Owner or General Contractor shall be responsible for the provisions of adequate sanitary facilities for the use of jobsite personnel, throughout the active construction process. Each portable toilet shall be situated within the property lines in the location approved on the construction staging plan. Each toilet must be emptied or exchanged as often as is necessary to prevent the attraction of insects or the generation of objectionable odors. **Sanitary facilities may not be stored in the road easement.**

Firearms

The possession or discharge of any type of firearms by construction personnel anywhere within the CB South Subdivision is prohibited.

Alcohol and Controlled Substances

The consumption of alcoholic beverages or the use of any controlled substance by construction personnel within the CB South Subdivision is prohibited.

Pets

No pets may be brought to or onto a construction site, except by the Owner of the property; all pets brought to the site by an Owner must be appropriately leashed or restrained.

Conduct and Behavior

All property owners in Crested Butte South shall be responsible for the conduct and behavior of their representatives, builders, contractors, and sub-contractors. Please consider the impact on the community when creating excessive noise levels, and refer to the CB South Noise regulation for specific guidance.

Be a Good Neighbor!

There is no question that the construction of each “next new residence or business” is disruptive to its surrounding neighborhood. By its very nature, building is a noisy, dusty, traffic-generating activity. We acknowledge that it is virtually impossible to eliminate all of the annoying aspects of construction; but we also know for a fact that the level of annoyance can be significantly reduced by the builder who maintains a mindful respect and regard for the sensibilities of nearby residents. For example, whenever possible, schedule a noisy delivery or activity through the middle of the day, instead of at dawn’s early light when others might still be asleep, or during the fading twilight when others might be sitting down for a quiet dinner. Remember that your fellow Owners or even their renters should not have to forfeit their rights to enjoyment of Crested Butte South for the construction of your new home or business.

When neighbors are treated with respect they will become more tolerant. The Crested Butte South Metropolitan District receives fewer complaints, and your construction progresses to completion with fewer corrective interruptions. So, be a good neighbor, it’s best for us all!

Non-Compliance Assessment Procedure and Penalties

Upon violation of any construction site guideline the District Manager or their representative shall issue a written Notice of Violation which will be delivered to the customer at the jobsite who has been found to be violating the provisions of these guidelines. The Notice Violation shall specifically state the manner of the violation and the penalty for such violation as set forth below.

PENALTIES FOR VIOLATIONS

All penalties apply to all sections above.

First Violation: Written Notice of Violation

Second Violation After Written Notice: \$250 + \$100/day

Any Violation After Second Violation: \$500 + \$100/day

Owner will be liable for penalties for violations specified above. The penalty for said violation/s will be billed to the owner’s account, per the District’s records, payable within fifteen (15) days from the date appearing on the statement. All bills not paid within fifteen (15) days from the statement date are delinquent, and the District shall have the right to assess an interest charge of 1% per month on the unpaid balance from the statement date.

OBJECTION TO NOTICE OF VIOLATION

Any customer objecting to any Notice of Violation, or the penalty imposed thereby, may, within 10 days after such notice is mailed to the customer, file a written objection with the District Manager. Failure to timely object to any Notice of Violation shall be deemed a waiver of any objection to such notice or the penalty imposed thereby.

HEARING ON OBJECTION

Upon filing such written objection, the Board shall at its next regular meeting, hear such evidence as the District Manager and customer may present evidence concerning such violation in accordance with such rules as the Board may establish. If the Board finds that a preponderance of the evidence supports a finding that the alleged violation occurred and the penalty imposed was appropriate, then the Notice of Violation shall stand and the penalty imposed thereby shall be imposed. Otherwise, the Board may strike or modify the Notice of Violation and/or penalty imposed in accordance with the evidence presented.

Owners and Contractors Statement

The Property Owner and their contractors acknowledge that they have:

1. Read the Crested Butte South Rules and Regulations,
2. Have had the opportunity to seek clarification on any provision we believe requires additional explanation,
3. Agree to comply with said regulations during the course of construction, and
4. Understand the procedure and schedule of non-compliance penalties.

We understand that compliance with the Construction Regulations is our responsibility and that we will be liable for all actions of our contractor, sub-contractors and their representatives.

Signed (Owner)

Print Name of Owner

Signed (Contractor)

Print Name of Contractor

Date

This statement must be signed before the tap fee receipt will be issued.

PLEASE NOTE: The Crested Butte South Metropolitan District, through its designated representative, reserves the right to inspect the site at any time during construction without notice.