



DESIGN GUIDELINES
FOR
THE PRESERVE
SUMMIT COUNTY, UTAH

June 2023

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1. THE DESIGN PHILOSOPHY

At the heart of The Preserve community is the desire for the land and the structures to blend together and for each home site to complement the others. These Design Guidelines have been created to help our residents share in this philosophy. It is harmony that is sought, homes with individual character that complement the unique landscape.

It is anticipated that each design of dwellings will be sympathetic to the individual lot's topography, vegetation, and physical orientation. Each design must begin with a thorough site evaluation and take into account the site's topography, sun angles, view corridors, relationships to ridgelines, native landscape, and other homes. It is only after a complete understanding of these natural characteristics that a lot Owner and their architect or designer can begin a lot design.

In order to assist each Owner in an environmentally sound and aesthetically compatible design of their dwelling, a comprehensive architectural review process has been established pursuant to these Design Guidelines. This process provides each Owner the opportunity to draw upon the expertise and knowledge which has been acquired during the planning and development of The Preserve. Since the preservation and enhancement of the unique landscape at The Preserve are of primary concern, the Design Review Committee ("DRC") has been established and charged with the responsibility of ensuring that these principles are adhered to throughout all phases of development.

1. The **Pre-Design Meeting**, during which each lot Owner along with his or her architect may review their ideas and the natural characteristics of the lot with the DRC before any plans are prepared. It is required that these meetings take place at the lot and that the Owner's architect be present.
2. The **Preliminary Submittal**, at which time the DRC will review conceptual plans to ensure conformance with the Design Guidelines, before the Owner finalizes his or her design.
3. The **Final Submittal**, at which time the DRC will review final construction documents to confirm that they are consistent with the previously approved preliminary plans.
4. The **Pre-Construction Meeting** during which each builder will review the construction regulations with the DRC to ensure understanding of, and future compliance with, these regulations.
5. The **Final Inspection** of the improvements by the DRC, to determine whether actual construction has been completed in compliance with the approved plans.

The architectural review process was developed to provide adequate checkpoints throughout the design and development phases so that time and money are not wasted on plans and designs which do not adhere to the Design Guidelines or to the overall principles of The Preserve, or which may be inappropriate for their specific lot setting. Therefore, it is extremely important that the design steps of the review process be followed in their entirety and in correct sequence. This process is a proven and streamlined one and will not result in time delays provided each Owner adheres to the intended spirit of the Design Guidelines, namely, a site-sensitive approach to the development of their lot within The Preserve community.

It is required that an Owner retain an architect or home designer approved by the DRC for planning and design to ensure a thorough analysis and understanding of a particular lot as well as the Owner's special needs and living patterns. Doing so also provides the ability for the Owner to effectively communicate the concept and design of a proposed residence or improvement. The DRC reserves the right to disapprove any home designer.

The DRC specifically reserves the right to make subjective as well as objective determinations of whether the goals of the architectural standards and design criteria have been met by a particular site. These Design Guidelines may include requirements and limitations which are more detailed and specific than the provisions of the Declaration of Covenants, Conditions and Restrictions ("CC&R's") for The Preserve and the notes which are included on the recorded plats for The Preserve. In such instances, the specific and detailed provisions and procedures of the Design Guidelines shall control.

The architectural review process is intended to precede the plan review process required by Summit County for obtaining a building permit. The Preserve architectural review process is independent of the Summit County technical plan review process and is solely intended to enforce the Design Guidelines. Each Owner bears the responsibility for the proposed dwelling's adherence to The Preserve's Design Guidelines, and bears the additional responsibility for the proposed structure's adherence to county, zoning and building codes.

The Association may assess a \$500 fine for any violation of the Design Guidelines or for any failure to comply with the design review process. Additionally, the Association may seek injunctive relief to compel compliance.

2. SITE PLANNING GUIDELINES

The climate, terrain and landscape at The Preserve are all important factors that must be considered in the design of any improvements to properties within the community. It is the intent of the following guidelines to ensure environmentally sound and aesthetically pleasing development at The Preserve for the mutual benefit and enjoyment of all its owners.

2.1 SITE ANALYSIS

Site planning for individual lot improvements at The Preserve relies heavily on site analysis. The analysis is a method to evaluate the existing conditions on or near the lot through the use of a topographic survey prepared by a registered civil engineer or a licensed land surveyor and on-site verification by the architect. The location and design of proposed structures must relate to existing terrain and preserve the natural features of the site. The design process must take into account grade changes, slope, and locations of both existing and planned trees, septic tank and drain field location and orientation of the proposed improvements to sun, wind, and view sheds. Privacy, to and from, and the impact on adjacent neighbors, nearby rights-of-way and common open space areas should be considered, both in site planning and in designing the architectural elements of the structure.

A design that grows from the findings of a thorough site analysis helps to shape a building that is sensitive to its natural surroundings and will enhance the community.

Every project begins with a site analysis prepared by the architect and landscape architect. The analysis is used at the Pre-Design Meeting to aid in the establishment of the home location on the site. At a minimum, the following items must be identified on the survey.

- Topography and landform and tree stands (to be verified by Owner).
- Property boundaries
- Location of utilities serving the site

The analysis of each of these elements should be further evaluated in terms of design opportunities and design constraints. Design opportunities are those situations where the element in question will positively contribute to the overall project, while design constraints are situations where a specific element will detract or conflict with the overall vision for The Preserve. The opportunities and constraints identified in the site analysis should be used as design determinants in the design and development stages of the lot.

2.2 BUILDING ACTIVITY ENVELOPE LOCATION

The Building Activity Envelope (“BAE”) concept is a major component of the philosophy of site planning for each individual lot. The BAE is that portion of each lot within which all improvements, including structures, decks, walks, landscape improvements, grading, drainage swales, septic tank and drainage field, parking, garage back up area, fencing, and all mechanical equipment must be located, and is the only area of the lot where alterations of, or disturbance to, the natural landscape may occur. The only disturbance allowed outside of the BAE are the driveway and utilities between the road and the residence. The BAE for each lot is indicated on the Lot Features Maps, which can be obtained from the DRC, recorded plats, and CC&R’s, and is designed to help protect and preserve the landscape features of the lot as well as critical view sheds and sight lines.

The BAE may be adjusted by authorization from the DRC pursuant to the CC&R’s but only for the purpose of integrating the house and other structures with the natural contours of the site or other appropriate issues as determined by the DRC.

Should a homeowner purchase two or more lots, the BAE may be combined with the approval of the DRC, pursuant to Section 2.189 in the CC&R’s and any other required governmental authorities. The combined lot BAE may not exceed 30,000 square feet.

2.3 SITE WORK

Cuts and fills should be minimized to reduce grading impacts to the site.

Removal of vegetation within any BAE will be permitted on a limited basis. However, it is understood that some selective pruning or removal of trees and shrubs will be necessary for the development of any home. The DRC must first approve any cutting of trees or vegetation. The Owner will be fined for each tree removed without DRC approval.

Great care must be taken in designing the site improvements around the existing vegetation so the root system remains intact and that its supply of water is maintained.

2.4 GRADING, DRAINAGE, AND RETAINING WALLS

Site grading and drainage must occur with minimum disruption to the lot without altering natural drainage patterns as runoff enters and leaves the lot and without creating conditions that could lead to soil erosion.

In some cases, the DRC may allow the re-routing of a portion of a drainage way within the boundaries of the BAE. This will be considered on a case-by-case basis, and it should not be assumed it will be allowed in all cases. In order to be approved, the relocated drainage way must take into account the possible loss of vegetation, the visual quality of the drainage way, and the master drainage plan.

Surface drainage upon and across any lot must be addressed through the implementation of sound construction and grading practices. Any improvement which creates an obstruction to surface flows, snow melt, or groundwater discharge resulting in a back-up of storm waters or an increasing or moving of predevelopment flow onto a neighboring lot or common area parcel is strictly prohibited.

Ground floor levels should be established at a vertical elevation such that the final placement of backfill, walks, drives, and porches will produce a positive drainage away from the structure in all directions.

Where necessary to produce the desired results and in accordance with Summit County requirements, the DRC may approve minimal grading as well as the use of multiple small retaining walls. However, grading that produces awkward or steep slopes that are not natural in their final appearance will not be approved. Cut and fill slopes with a 3:1 horizontal to vertical slope are preferred. A slope ratio of 2:1 may be allowed with DRC approval.

In addition to basic grading, sloping sites should employ designs that take up the full impact of grading within the dwelling's footprint; the location and design of the proposed structures must relate to the existing terrain. Grade transitions within the BAE must appear natural. All lot grading must be limited to construction of driveways and other grading necessary for authorized construction. Except for driveway access, erosion control, special landscape conditions, or utilities, no other grading is allowed outside the BAE of any lot.

No excessive excavation or fill will be permitted on any lot. Every attempt must be made to minimize cut and fill necessary for the construction of a home. Excess fill may not be placed on a lot and must be disposed of outside of The Preserve. Retaining walls may be utilized only where necessary and with DRC approval. Grading must be limited to that reasonably necessary for the construction of a home. Pad grading for the intention of providing concrete slab foundations is prohibited except for garages, terraces, guest homes and basements.

The DRC reserves the authority to disapprove of any exposed excavation or fill transition that is abrupt, awkward or unnatural in appearance.

All cut and filled areas must be revegetated with approved plant material or seed mix. Retaining systems are required at vertical cuts. No home or driveway excavation, fill, or removal of trees and other vegetation will be permitted until the applicants' final construction documents have been approved in writing by the DRC, and the Pre-Construction Meeting requirements have been fulfilled. Actual wall heights and ground slopes will vary by location. In some special cases high retaining walls may reduce the amount of disturbance to native vegetation and may be preferred.

Structural retaining walls may not exceed an above natural grade height of six (6) feet unless otherwise approved. Multiple terraced retaining walls must be utilized where the overall height of retained earth exceeds six feet. Where multiple retaining walls are used, a two-foot planting area unless otherwise approved must separate each tier. The sum of the tiered retaining walls cannot exceed twelve feet above natural grade. Exception to this would be in the case of uphill rear terraces where a cut is necessary or other DRC approval. If the wall is fully screened by the house, the wall may not need to be terraced. This will be resolved on a case-by-case basis. Retaining walls may be constructed of raw cast concrete or concrete masonry units; however, all exposed surfaces and edges must be finished with DRC-approved materials or treatment. Such treatments should attempt to blend into the environment as opposed to a stark appearance. Board formed concrete walls or other approved treatments may be allowed with DRC approval. Maximum height of stack rock walls is four (4) feet above finish grade unless otherwise approved by a licensed engineer.

2.5 DRIVEWAYS

Only a single driveway from the street may access each lot. This access point should be resolved in the pre-design conference and must be approved by the DRC. Access drives shall be located to preserve and avoid important natural features, such as large or significant plant materials, drainage ways, rock outcroppings, and to minimize disruption of the existing landscape. Additionally, homeowners need to consult Summit County Ordinances and Park City Fire District requirements that govern driveways.

The average grade of any driveway shall not exceed 10% and the maximum grade may not exceed 12%. The paved surface of a driveway shall not exceed 14 feet in width plus two foot unpaved shoulders. Driveways may widen once inside the BAE to allow for proper maneuvering space. At the point of connection to the road reasonable turning radiuses are permitted. Placement of the driveway entry monuments should be considered when planning the driveway entry. Driveway surfaces and certain landscaping are the only improvements allowed outside the BAE with the exception of underground utilities servicing the lot. The proposed driving surface is subject to approval by the DRC.

Driveways are encouraged to be asphalt, colored concrete, pavers, stamped colored concrete, natural stone, or other pattern and texture methods. Other materials are subject to DRC approval. An appropriately sized (as determined by the Owner's designer and approved by the DRC) concrete or metal culvert drainage pipe shall be installed pursuant to the Preserve's driveway culvert detail (Appendix A) where necessary beneath each access driveway between the road shoulder and the property line, unless otherwise approved by the DRC. This culvert will be shown on the site plan. The flowline of the pipe shall be aligned and sloped so that ditch/drainageway storm flows will continue smoothly and unimpeded beneath the driveway crossing.

A proposed driveway from the main road to the BAE on each lot must be approved in writing by the DRC. Driveways should be designed in keeping with the following requirements:

- Driveways should align with roadways at not less than a 75 degree angle.
- Parking and turnaround areas must be located within the BAE.
- Adequate snow storage areas should be considered in the site design.
- Each driveway shall have any entry monument in accordance with Section 2.14 of these guidelines.

Gated Driveways:

- All gates shall be located at least 20' from the street paving and shall open inward allowing a vehicle to stop while not obstructing traffic on the roads.
- Gates will be electronically operated and a receiver shall be installed pursuant to Park City Fire District regulations that would permit emergency service access with a transmitter.
- See Appendix B for the standard gate detail.

2.6 GARAGE LOCATION

Driveway access and garage location lend significant shape to the design and placement of the home. One of the greatest contributors to negative feelings about residential subdivisions is the often-present row of garage doors aligned along the street with oversized driveways leading to them. Every effort must be made to keep this view from being prevalent at The Preserve. In order to minimize the impact on the community, garage doors should not face the street.

Garages and Garage Doors are further defined in Section 3.15.

2.7 ON-SITE PARKING

Each lot must have an area for the parking of two guest automobiles within the BAE; the Guest House must have an area for parking two guest vehicles. A horse trailer may be parked alongside the barn on equestrian lots provided it is a four-horse trailer or smaller.

2.8 UTILITIES

Culinary water is stubbed to the front property line of each lot. Gas, electricity and telephone generally run parallel with the roads and are located within the shoulder. The extension of services from these locations to the residence shall be the responsibility of each Owner and shall be routed to minimize disruption to the natural landscape. The routing of all utilities must be approved by the DRC. Information regarding connection procedures may be obtained by contacting the respective utility companies.

- ❑ Site utilities are to be installed underground on alignments that minimize grading, tree cutting and other disruptions to the site. Utility service lines should be located within the driveway corridor in order to minimize site disturbance.
- ❑ Utility boxes, including any meters, are to be located and/or screened to be imperceptible from off-site.
- ❑ Any areas of natural vegetation or terrain disturbed by the burying of utility lines shall be revegetated to DRC standard no later than the next growing season following such installation. Revegetation will require temporary irrigation to assure proper germination and growth.

Natural gas service is available at The Preserve. As such, no propane tanks are allowed except for small tank B.B.Q grills, portable gas patio heaters and fire pits

All lots are to be served by individual septic systems and installed and maintained by the Owner. All component of the septic system shall be located within the BAE. The location is to be approved by the DRC and must not be disturbed by the home's construction.

2.9 HOME and YARD FENCING

Fences adjacent to the home should appear as a visual extension of the residence, using similar materials and finishes. To provide for pets' safety and to limit the wildlife access the home and its improvements, fencing within the envelope is allowed pursuant to the following:

- 1- The fenced area shall not exceed 2,000 square feet.

- 2- The fenced area shall remain in the building envelope.
- 3- The fence height shall not exceed six feet tall; columns may be slightly taller.
- 4- No privacy fencing is permitted; it must be 'see through.'
- 5- No chain link, typical game or ranching style fencing are permitted.
- 6- Efforts must be shown to reduce the removal of trees for the installation of the fence.
- 7- Fence styles/materials and a site plan indicating fence locations shall be reviewed by the DRC.
- 8- Fenced area will be reviewed by the DRC at the time of the home's submittal. If a fenced area is requested after the home has received its certificate of occupancy, a review fee and a bond will be required- see Appendix J- Design Review Fees

In no case will site walls or fences be permitted to arbitrarily delineate the BAE. No fence may outline the property line.

2.10 OUTDOOR STORAGE AND TRASH RECEPTICLES

Outdoor areas housing trash receptacles, firewood storage, maintenance or service equipment such as snow blowers, etc., or overflow storage shall be screened or concealed from all adjacent properties by a wall or fence conforming to Section 2.9. Firewood may be stored in an unscreened area provided it is neatly stacked in an inconspicuous location.

2.11 MECHANICAL AND ELECTRICAL METER EQUIPMENT

No roof mounted or wall mounted mechanical equipment will be permitted. Any exterior mechanical equipment utilized must be ground mounted adjacent to the residence and hidden from view by walls of sufficient height to fully screen it and buffer sound as well. The equipment and enclosure must be contained within the BAE. Equipment must be placed with consideration to the adjacent lot, so as to minimize noise intrusion on the outdoor living spaces. All electrical meters must be attached to the home and screened from the street and adjacent lot and the power feed must be located underground; no overhead power lines are permitted.

2.12 ANTENNAE AND SATELLITE DISHES

Other than wall mounted satellite dishes, no satellite dishes, television, or radio antennas may be installed that are not fully screened from the road. If the service provider proves that this cannot be met for their system, the Owner will submit to the DRC for review of the proposed location. Screen walls are subject to DRC approval and must be an integral component of the home design. In some cases, the enclosure may not be approved due to

the location on the lot and its visual effect on the overall street scene or as viewed from adjacent homes.

2.13 SIGNAGE AND ADDRESS IDENTIFICATION

No signage of any kind will be permitted, except the standard construction sign which is shown in Appendix C and is purchased and installed by the Owner. The standard construction sign is to be installed within two weeks of commencement of construction. The temporary construction sign location requires approval of the DRC and shall be removed prior to the issuance of a Certificate of Occupancy.

2.14 DRIVEWAY ENTRY FEATURE

The driveway entry feature is shown in Appendix D and is to be installed and maintained by the owner. The location is approved by the DRC and is to be installed prior to completion of the home.

2.15 SITE LIGHTING

In order to maintain a dark sky, no additional lighting by an Owner may occur adjacent to the right-of-way.

Additional site lighting is permitted within the BAE, provided such lighting does not result in excessive glare toward the street or neighboring properties. All exterior lighting must be of a low level subdued intensity with the source of light fully shielded and directed downward and is subject to approval by the DRC. Security lighting must also comply with the shielding requirement and be connected to a timed motion detector. Harsh interior light that can be seen from outside of the home is prohibited due to its effect on the dark sky.

2.16 SWIMMING POOLS, SPAS, AND HOT TUBS

Swimming pools, spas, or hot tubs, if any, must be designed as a visual extension of the residence through the use of walls or decks and must be shielded from view. All pools and spas must be constructed according to Summit County regulations. All pumps, motors, and heaters must be fully screened from view from the streets and adjacent lots. Additionally any noise must be dampened so as to be quiet from adjacent lots. Pool lighting will be achieved by underwater lights only.

2.17 TENNIS COURTS, SPORT COURTS, AND BASKETBALL GOALS

Due to the extensive clearing required, tennis courts will not be permitted unless shown that the tennis court will not have an adverse effect on surrounding property and does not require considerable grading or landscaping. Sport courts will only be allowed when measures to minimize their impacts are included in the plan. Wall-mounted or freestanding basketball goals may be allowed subject to DRC approval. Support posts of a freestanding basketball goal shall be painted to blend unobtrusively with its visual backdrop surrounding, and the backboard must be clear. Portable basketball hoops are not allowed.

2.18 PLAY STRUCTURES

Play structures, trampolines, swing sets, slides, or other such devices are allowed only when the application is made in advance with the DRC. Approval for such equipment may be granted when it is proposed to be placed within side or rear yard areas, is constructed and finished with materials which are complementary to the structure, is limited in height to eight feet or less, and for which the colors of the equipment are in keeping with the intent of these guidelines

2.19 GUEST HOUSES

Guest houses are permitted on specific lots pursuant to the table in Appendix E. All guest houses must be located within the BAE. Guest houses are subject to these Design Guidelines. The guest house must be of the same design style, building materials and color scheme as the primary house.

2.20 BARNS

Barns are permitted only on specific plat-approved lots and must be within the plat-designated pasture area. Barns may not exceed a 2,500 square foot print with the maximum peak height 26 feet above existing grade or finished grade, whichever is lower. They are to be of similar building materials, material allocation, and color scheme as the primary residence. The DRC may approve an alternate custom barn design provided it complements the primary home. Except as specifically addressed in this section, barns are subject to the same Design Guidelines as the primary house regarding grading, drainage, materials and lighting.

One horse trailer (a four-horse maximum size) may be parked alongside of the barn. No other vehicles or equipment may be parked or stored outside.

2.21 EQUESTRIAN DEVELOPMENT

The Preserve is designed as a rural, countryside development and all horses must be complementary to the intended land use. All equestrian facilities must remain in the designated BAE pasture. Before horses can be kept on a specific lot, an Equestrian Management Plan must be submitted and approved by the DRC. The Equestrian Management Plan must include, but is not limited to containments and fencing, barns, hay storage and water supply, as well as planned pasture management, manure management, and fly/insect mitigation practices.

Equestrian related improvements and equestrian management practices must be in harmony with the environment and should be designed to minimize neighbor's disturbance from noise and smell.

Pursuant to The Preserve's consent agreement with Summit County, no barn may include human living quarters, including any plumbing, fixtures or other appurtenances that could make the barn or any portion thereof suitable for human occupancy.

The Preserve was not developed as an agricultural facility, thus animals beyond domestic house pets and approved horses are prohibited.

Equestrian Development Specifics

The DRC must approve the Equestrian Management Plan and related improvements before animals will be allowed. The approval will be for a specific number of horses as provided for in the CC&R's and plats. Horses should be for recreational use, including show horses. Commercial equestrian enterprises are prohibited.

The following factors will be considered in the evaluation of the Equestrian Management Plan, and the DRC's determination for any given lot in The Preserve.

- Existing vegetation and final vegetation plans (heavily treed or sparse vegetation)
- Horse management plan: (corralled, pastured, grazing periods, managed feeding with forage from off-site such as hay bales.)
- Manure management plan: each horse can produce up to 50lbs of manure daily. The manure may need to be collected, in some cases daily, and composted or hauled off. In addition, the owner may need some manure storage area off-site. The location of such storage must be within the Equestrian envelope and should be based on considerations

of prevailing winds, location in relationship to neighbor's homes and land uses, and methods for controlling manure odors and flies.

- ❑ Any lot Owner intending to have horses on their property must submit a site plan that indicates the location of all structures (house, guest house, barns and manure storage) to the DRC.
- ❑ The lot Owner must identify the structures/homes (if known) on adjoining lots and explain how their site plan works to consider their Equestrian Management Plan in relationship to their neighbors.
- ❑ The lot Owner must submit a comprehensive Equestrian Management Plan.
- ❑ Prospective Owners (Buyers) are encouraged to submit conceptual site plans and Equestrian Management Plan prior to purchasing a lot in The Preserve for review and comment from the DRC.

Pasture Development

Pasture fencing and all equestrian development must be in the Equestrian Envelope. Fencing may be not higher than six (6) feet. All pasture fencing must be approved by the DRC and be in compliance with the Design Guidelines, including but not limited to neutral colors and appropriate materials. Fencing must be properly maintained and in good condition at all times. Electrified fencing, if proposed, must include adequate signage and be approved by the DRC.

Continuous irrigation in the dry months is discouraged, and the choice in planting materials should make it possible, once the planting is established, for such irrigation to be limited.

3. ARCHITECTURAL DESIGN

Residences at The Preserve should fit quietly into the existing landscape. The goal is to create appealing and interesting structures that are subtle and complementary to the dominant beauty of the mountain setting and not over power it.

There is a unifying philosophy of design at The Preserve. Homes should reflect regional traditions and respond to the unique character design requirements of the mountain climate. Rather than prescribing a specific formula, the guidelines and requirements are intended to foster a thoughtful and comprehensive approach to creating an uncommonly well-designed community.

All materials and effects at The Preserve are to be genuine. Development of spaces for the enjoyment of outdoor living is encouraged. Porches, overhangs, trellises, and the softness of shade and shadow as a result of articulated massing and details are all desirable features. Anything too massive or without well-designed proportions and appropriate functional detailing will not be approved.

The desire is for as much subtle expression as imagination, topography and continuity will allow. At the same time, the play of light and shadow should be used to enrich the built environment.

3.1 DIVERSITY AND CONTINUITY

The principal objective of The Preserve's Design Guidelines is to add elements of architectural richness and variety to individual dwellings without allowing exceedingly flashy, ostentatious or attention-grabbing designs.

In order to build with a distinct and legible identity, architectural continuity with other homes in The Preserve must be considered by the architect and will be examined by the DRC when reviewing applications. Homes that have well-developed outdoor spaces and use neutral colors for all materials will be considered as the basis from which to provide continuity. Design continuity can be achieved through form, height, massing, materials, colors and other design patterns. The goal is to create subtle homes that complement their surroundings allowing the mountain setting to remain the dominant image.

3.2 HOME SIZE

The maximum and minimum home sizes are measured as livable space or "Habitable Space" which is defined in Section 3.9 of the CC&R's as the areas measured from the interior face of the exterior walls, including any area that can be converted to livable space, excluding garages and mechanical areas. The maximum area of the mechanical spaces that can be excluded from Habitable Space may not exceed 750 square feet for the primary residence and 200 square feet for the guest house. If the mechanical areas are larger than 750 square feet for the primary residence or 200 square feet for the guest house, the square footage of mechanical areas exceeding 750 square feet for the primary residence or 200 square feet for the guest house, as applicable, will be counted as Habitable Space or livable area.

Maximum and minimum sizes of homes and guest homes are listed in Appendix E and are pursuant to the recorded plats. One of the first goals of all Owners and their architects should be to create the highest-quality home within the smallest possible volume consistent with the satisfaction of the Owner's need for space. The intent is that the natural landscape currently dominant at The Preserve remains the dominant visual image. The harmony can

only be maintained if the built homes and landscape remain subservient and blend into the natural landforms and existing landscape. In keeping with this philosophy, a maximum size is imposed to assure a proper balance of open space within The Preserve.

In addition to lot restrictions contained within the CC&Rs and in Appendix E, no more than one primary residence may be constructed on any lot. Each Lot is allowed certain size and number of structures by the recorded plat(s).

3.3 PREFABRICATED BUILDINGS

Structures that are assembled off-site and completely disassembled for transportation, including custom designed modular buildings, may be permitted subject to review and approval by the DRC. Mobile homes or stock modular buildings are not permitted.

3.4 HEIGHT OF STRUCTURES

Summit County ordinances, The Preserve's plats and CC&R's limit allowable heights of structures. While the building height restrictions may help protect views, this is not their purpose. The overall full development appearance of the Community is the overriding concern. With that end goal in mind, the restrictions that apply are included in Appendix E.

Maximum building height is measured from any point in the house to the existing grade or the finished grade immediately below that point or the finished grade, whichever is lower. Chimneys may exceed these heights.

It is the intent of these Design Guidelines that roof forms for homes on sloping sites step down with the grade to integrate with the natural setting. The height criteria are to avoid construction of houses that are out of scale. Beyond the height criteria, the DRC will render individual judgments with respect to the overall scale of the proposed design in relation to its location and all surrounding uses. The process does not seek to impose generalized criteria where more specific insights can be demonstrated to result in a better solution.

It is also the intent of the height limitations that roof forms for homes on sloping lots step up or down with the grade to integrate the massing of the structure with the natural setting.

Building masses are required to step down to lower heights at the perimeter of the structure. If used at all, two-story wall massing should be minimized.

Architects who propose structures with more than one level should be certain that there is a difference in the areas contained on each level. The DRC, due to their usually boxy, massive appearance, will usually disapprove homes with similar floor area on two levels. Although small cantilevered elements may be considered, significant volumes over negative space must be avoided. Homes that favor the lower floor area will be more successful in meeting the requirement that lower masses occur toward the outside edges of the home.

Ultimately, the DRC will take into account the more specific character of both the site and the proposed architectural design.

Offsets or indentations in wall planes create visual interest and add depth via shadow lines. No building wall may extend more than 20 feet in height without an offset in the vertical plane of at least two feet.

No single-story building wall may extend more than 30 feet in length without an offset of at least two feet. No two-story building wall may extend more than 20 feet in length without an offset of at least two feet. Due to site conditions the DRC may grant an exception to this guideline if site conditions warrant it and the resulting extension cannot impact any adjacent lot.

3.5 ASYMMETRY AND ORGANIC COMPOSITION

Although pattern and rhythm are encouraged, large areas of symmetrical massing are discouraged. Gable ends are an example of a portion of a building that might tolerate symmetry; however the masses about either side of that gable need to be substantially differentiated from each other. A smaller gable end centered on a large gable will generally not be approved. Larger homes are particularly discouraged from the use of symmetry as an organizing principle of design because symmetry can lead to the creation of a home that appears formal or institutional, rather than residential.

3.6 FOUNDATIONS

All visible surfaces of foundation walls must be covered in a permanent hard surface materials. Foundation walls step down with the grade change so that its exposed surface does not exceed a vertical height of 8" above finish grade at its greatest exposure. Material covering the foundation wall must be in the same plane as the wall above unless the material is acting as an architectural base, such as stone, in which case the offset should be at least six inches. Where the vertical distance from the underside of a ground floor wood

deck structure (along its perimeter edge) exceeds 30 inches above finish grade below, the deck edge must be skirted with wood siding to screen the cavity beneath the deck, or have a special quality that would allow viewing the structure acceptable. Foundation walls that occur under a skirted deck such that they are no longer visible are exempt from the facing requirements stated above..

3.7 EXTERIOR MATERIALS

There exist many traditions in high country architecture that will be encouraged at The Preserve, along with certain regional adaptations.

Exterior material should generally be natural material that blend and are compatible with the native landscape. The predominant exterior materials should consist of wood or native stone, including wood shingles, wood shakes beveled or tongue-in-groove board siding, board-on-board, board and batt, native stone, or logs.

Plywood and cementitious siding is prohibited unless the applicant can demonstrate to the DRC that the specific proposed application would result in a finished appearance indistinguishable from an individual board siding application.

The use of unfinished aluminum, fiberglass siding, or vinyl siding is prohibited. All exterior surfaces including gutters, chimneys and their covers, and window frames are to be finished or painted. Unfinished metallic exterior surfaces are not permitted unless they are copper or cor-ten steel. The use of stucco will only be allowed in very limited quantities and only when it is integrated into the design. No light colored or highly contrasting stucco will be permitted.

Board formed or architectural grade concrete that is colored and textured may be considered by the DRC. Simulated or cultured stone will be allowed subject to DRC approval. The aesthetic merits of any combination of exterior materials are subject to review and approval by the DRC in order to maintain the architectural integrity and consistent visual experience of The Preserve.

3.8 ROOFS

The design review committee has full discretion in making decisions of compliance with respect to these guidelines and the interpretation of intent ultimately lies within the authority of the DRC to make such determinations.

The roofline of each house must create its own pleasing relationship to the street, other common areas, and to its adjacent structures when viewed from all directions. The overall profile and articulation of the roof should be sufficiently varied to break up anything that would otherwise appear too boxy or discordant with the landscape or neighboring structures. Expansive roof structures shall be articulated by way of intersecting gables, sheds or dormers. Overhangs shall be provided at all roof edges and must be 2'-0" or more. Covered terraces or porches must be fully integrated into the design of the house.

The roofs of all multi-story homes should include single-story elements that help scale the multi-story elements back to the ground. For both one and multi-story residences, the roof profile should be richly varied, including individual masses of sufficient size, in plan and elevation, to convey the desired result. The higher masses should generally occur toward the center, with the lower profiles occurring toward the outer portions of the house.

The preferred dominant roof forms shall be pitched gabled roofs. The sum total square footage of all gabled roofs will not be less than 50% of the total roof area. The minimum roof pitch shall be 5:12 and the maximum pitch shall be 10:12. Split ridges are not allowed as the dominant roof. For asymmetrical dominant roof forms, the minimum length of a roof shall be 25% of the roof on the opposing side of the ridge. Flat roofs will be allowed when combined with pitched roofs but not as the dominant roof form and may not exceed 30% of the total roof area. All roof area calculations and percentages are from a plan view perspective. Decks on a flat roof shall count towards the 30% flat roof allowance. The height of a flat roof parapet shall not exceed 23 feet above existing grade or finished grade, whichever is lower. (Section 3.4 also applies as to 20 foot height before a two foot offset is required). All flat roofs must have ballast that is similar in color to the other roof materials of the home. If a green roof is desired, a plan shall be submitted indicating types of plants, the irrigation system and how the green roof will be maintained.

Shed roofs will be allowed when combined with pitched roofs but the total area of all shed roofs must be less than 40% of the total roof area, at no point may a shed roof be taller than the largest gable roof massing and at no time can the highest horizontal edge of a shed roof run parallel or near parallel with and closer than 10ft to an outside wall of the home. The minimum shed roof pitch is 2:12.

Alternative forms will be considered on a case-by-case basis and must be approved by the DRC. Prohibited roof forms include mansard, A-frame, geodesic domes, and any other building forms further restricted by Summit County ordinance. Other than flat or gable roofs, at no time can the highest point of a roof occur at the perimeter wall facing a lot line.

Preferred roof materials include slate, flat concrete tiles, non-reflective metal roofs, or asphalt shingles with a weight of 325 pounds per square or more.

Cor-ten (i.e. rusting steel) or copper roofing is encouraged as a metal roof of choice. Copper roofs must be allowed to turn brown or patina. No permanently shiny copper or other materials will be allowed. If asphalt shingles are used, a metal drip edge detail must be used to finish the edge appearance.

The use of asphalt shingles of standard or medium thickness, any types of barrel or "S" tiles, asphalt roll roofing, or reflective metal surfaces is prohibited.

All roof vents for mechanical equipment, water heaters, or attic venting are required to the greatest extent possible to be incorporated into a chimney. If not incorporated in the chimney then they should generally not be visible. If vents are unable to be incorporated into a chimney they must be similar in color to the roofing material. Any ridge venting shall be by a continuous ridge vent system and turtle roof vents are not permitted.

3.9 ENTRANCES

Entrances proportioned to convey a sense of human scale are more appropriate than those with exaggerated dimensions. Any grandeur should be experienced upon entering the house, not worn on its exterior facade. The clean lines of restrained and understated entries are more appropriate. Entries that are too ornate, monumental, or imposing will not be approved.

Taking into account site impacts porte-cocheres will only be approved on lots large enough to permit the required turning movements.

3.10 AWNINGS AND ROLL DOWN EXTERIOR WINDOW COVERINGS

The use of awnings, canvas or other similar materials, are not allowed. Additionally, roll down exterior window coverings are also not allowed.

3.11 CHIMNEYS AND OUTDOOR FIRES

Well-proportioned chimney masses can be used as sculptural features complementing the overall qualities of the house. Chimneys are to be enclosed in an approved stone or siding material. Exposed metal flues will not be approved.

The area (measured in plan view) of any one chimney should be no less than 12 square feet and no more than 48 square feet. Chimneys lend themselves to a variety of angular and rounded forms that can enliven the three-dimensional quality and profile of the overall design. All chimney tops/caps on any one residence must be of identical design.

Outdoor fire pits or fireplaces are prohibited unless they are gas burning. The DRC must approve permanently installed barbecues.

NOTE: At the time of writing this item Summit County has enforced a prohibition on wood burning fireplaces and similar appliances within new residences.

3.12 EXTERIOR COLORS

The color of exterior materials must generally be subdued to blend with the natural landscape. Earth tones are recommended, although accent colors that are used judiciously may be permitted.

In no case will colors approaching the primary range (red, blue, white and yellow) be permitted, nor will drastic contrasts in value (light to dark) be allowed. This applies to both paint and stain. "Light-gray" siding stains that approach white or off-white in appearance will not be allowed.

Proposed colors must be demonstrated to the DRC in a sample format that adequately depicts the hue, tone and shade of the proposed color in its final application. Sample swatches on the structure itself are preferred; as an alternative, stained or painted sample boards of the actual siding to be used would also be accepted. Small color samples, printed on paper, may not accurately depict how a finished color will appear on an expansive wall of real construction materials and are therefore discouraged. The DRC may require the color selection to be applied to an area of the house prior to approval.

All colors must be within a Light Reflectance Range (LRV) of 15-35.

It is the intent at The Preserve to preserve the appearance of the natural landscape and preclude the use of colors that would appear out of place.

3.13 WINDOWS, SKYLIGHTS, DRAPERIES AND SHUTTERS

Windows should not appear as openings cut into the side of a box, but rather as architectural features recessed, projected, or bordered by projections that provide a shadow pattern and reduce reflectivity. While the elevations will differ on various sides of the

house, windows on all sides must be treated with the same attention to detail given to the front or street elevation. All facades shall contain some degree of doors, windows, or other openings in the walls. Octagons, circles, hexagons, and triangles insensitively placed, will not be approved. Window heads must be shaped to match rooflines or remain level. No scissor truss windows will be permitted with slopes not matching the roofline.

The glass of windows and window frames must not be highly reflective. The lens of a skylight must be clear, gray or bronze. No white lenses are allowed, nor may their frames consist of reflective material that is left unfinished. This especially applies to aluminum frames that must be anodized or finished with baked enamel. Skylights must be placed on the roof in an organized pattern that complements the roof design. They must not be placed arbitrarily wherever they are wanted within the house; they must be placed where they do not become an obvious or dominant roof element. All skylights must be low profile flat type. Bubble type skylights are prohibited. Shutters and drapery linings must be in neutral color ranges when visible from outside the home. White or off-white is not considered a neutral color.

3.14 BUILDING PROJECTIONS

All projections from a residence or other structure including, but not limited to, chimney caps, flues, flashing, louvers, gutters, downspouts, utility boxes, porches, railings and exterior stairways shall match or complement the surface from which they project, or must be painted or stained an approved color to blend unobtrusively with adjacent materials. All building projections must be contained within the BAE.

3.15 GARAGES AND GARAGE DOORS

Attached garages for each residence are required, accommodating at least two automobiles. Garage doors shall not dominate the residence when viewed from the street, especially in areas visible from rights-of-way, common areas, and adjacent lots. Design submittals with the garage door(s) as a primary focal point from the street will be rejected.

The garage doors should be placed further away from the street than the house facade, leaving the house form as the main focal point from the street. Overhangs above the doors and significant architectural detailing can also mitigate the visual impact of the garage entrance.

Garage doors must relate to the remainder of the house's design elements. Garages must not present closed or unarticulated facades. Large or unbroken masses above garage doors

will not be approved. This is where detailing and a change in the plane of the surface can be beneficial.

The garage doors should be either the same color as the body of the house; or a slightly darker shade of the same color. In either case, they should not be lighter or dark enough to call attention to themselves.

Where three or more garage bays are planned, care must be taken in the design of the garage door plane. More than two single doors or one double door are not allowed in the same plane. Additional doors must occur in a secondary building plane, offset by a minimum of 24 inches from the primary front wall of the garage, to avoid a continuous uninterrupted wall of three or more garage doors. All garage doors must be recessed a minimum of 12".

One of the garage doors may be 12' tall or shorter. All other garage doors are to be not taller than 9' in height. Single garage doors divided by a substantial pier or column are encouraged over double doors.

The use of highly visible lighting is prohibited when the garage door is visible from neighboring residences and public rights-of-way or when windows are used in the garage or garage door.

3.16 GREEN APPLICATIONS AND OTHER STRUCTURES

The Preserve encourages advanced technologies in green design. Passive solar design is encouraged. Solar panels and wind applications will be considered on a case-by-case basis by the DRC with particular attention to visibility and noise. Active solar applications can result in excessive glare and reflection, and would only be approved by the DRC if the hardware is integrated in the structure or landscaping of a lot with minimal impact to other lots or common areas.

Rainwater recycling is encouraged, as is the use of recycled materials. The DRC must approve doghouses, runs, and permanently installed recreational equipment. Viewing platforms are permitted with the following:

- 1- They must be less than 10 feet tall (railings excluded) and be within the building envelope
- 2- They will be made of wood and the design must be approved by the DRC prior to its installation
- 3- They are permitted to be on site for one year maximum with the ability to extend six months with DRC approval.

- 4- They must be kept in good condition as determined by the DRC or it must be removed.
- 5- A review fee and a bond will be required- see Appendix J- Design Review Fees

4. LANDSCAPE GUIDELINES

Summit County adopted a landscaping ordinance August 2022, which is attached as Appendix L. The following guidelines must adhere to that ordinance. It is the applicant's responsibility to ensure that the landscaping plan adheres to the terms of the ordinance.

As homes are designed and built within The Preserve, care must be taken to preserve the rugged natural beauty intrinsic to the site. The native vegetation and unique site features are the fabric that weaves together a cohesive and distinct character for the community.

Home placement on the site as well as any outdoor needs must be sensitive to the preservation and continuation of the existing natural fabric. Trees, natural vegetation, and all other site features should be incorporated and utilized to enhance the overall appearance of the home. Since the plant species permitted for revegetation is limited, and the growth process long, every method to preserve existing vegetation must be employed. Landscaping desires should be taken into account at the Site Planning Phase. Retrofitting a home with only enhanced landscaping after the design has been established will not likely result in a solution that meets the DRC's requirements.

Each lot has a BAE, which is indicated on the lot features map available from the DRC. It is designed to protect and preserve the natural landscape features. When thinking about the site plan and landscape design three zones have been created for each lot. They are the Natural Area, the Transition Area and the Private Area. All landscaping must be adequately irrigated. All plans must be approved by the DRC prior to installation of the improvements.

4.1 NATURAL AREA

The Natural Area is that portion of the lot that lies outside of the BAE and the driveway corridor and must remain as natural area or revegetated area to the standards outline in this section. On lots with existing natural vegetation, additional plant material may be added if

approved by the DRC if it can be shown that it will assist in regrowth of an area or grouping of plants and that it is not utilized to hide something that an owner wishes to shield. If allowed, only plants indigenous to the general area of development may be used in the Natural Area as listed in Appendix F. In addition, the density and mix of any added plant material in the natural area will be required to approximate the density and mix found in the general area. Permanent irrigation of the Natural Area on lots with existing vegetation is not permitted, since the indigenous vegetation does not require additional water. Permanent irrigation of the Natural Area can lead to disease and death of the native plants, and aid in the spread of undesirable plant species or weeds. Temporary irrigation of all revegetation in the Natural Areas is allowed. Temporary irrigation for newly planted trees is permitted.

4.2 TRANSITIONAL AREA

The transitional area is that portion of a lot within the BAE, but outside of the residence or site walls and adjacent to the driveway corridor, within which an Owner may enhance the landscape. All areas of the lots which were disturbed by construction activity must be restored and revegetated and must be appropriately tended until the natural vegetation is reestablished.

For Owners wishing to undertake supplementary planting, The Preserve landscaping concept may be envisioned as a series of concentric planting zones around a home. The most formal planting must be situated adjacent to the residence or an accent border within six feet of either side of the entry drive or parking apron. As the distance from the residence increases, a transitional planting zone may occur between the more formalized planting around the residence and the established setback lines. The line of interface between this transitional zone and the natural landscape outside the BAE may occur along a soft edged irregular line which roughly approximates the residence's foot print.

Care must be taken during the siting of the residence on the lot to allow planting space for perimeter landscaping to occur, if desired, without necessitating encroachment outside the BAE.

4.3 PRIVATE AREA

The private area is that part of the BAE which is screened from view from adjacent lots and the street, by site walls or structure, within which an Owner may create as varied a landscape as desired. Pursuant to the Summit County Landscaping Ordinance on Appendix L, unless it is a natural lake, pond, or stream, all water features such as fountains, ponds,

reflecting pools, and other similar water features are prohibited. Please refer to the Turf Area Restrictions section in the Summit County Landscaping Ordinance on Appendix L.

4.4 MINIMUM TREE PLANTING REQUIREMENT

Each lot within The Preserve must develop a quality landscape design that incorporates, at a minimum, seven deciduous and/or evergreen trees. If deciduous, they must be a minimum 2” caliper. If evergreen, they must be minimum of 12’ high.

Prior to its application or implementation, the DRC must approve all supplementary landscaping plans.

4.5 FIRE PREVENTION THINNING

The Transitional Area of the lot is that area where fire prevention thinning may occur. Removal of the native vegetation down to raw earth for the purpose of fire prevention thinning is not allowed. When the native vegetation is removed within the Transitional Area, it must be replaced with landscape material.

4.5.1 Tree Removal and Selective Thinning

The DRC may approve tree removal and/or selective tree thinning outside the BAE for dead timber, provided it does not increase the visual impacts on adjacent lots or off-site visibility of structures. Unauthorized removal or cutting of trees by Owners is subject to a fine.

4.5.2 Wildfire Safety Measures

The Preserve is located in a wildfire hazard area, particularly in the summer months of July and August. A number of measures have been implemented that reduce the risk of wildfire in The Preserve. For example, all homes are required to have interior and exterior eave sprinkler systems, and existing and proposed roadways provide natural firebreaks. Nonetheless, it is important homeowners be aware of the possibility of wildfire and to take measures to reduce the threat of wildfire with thoughtful planning of fire prevention and control and through preventative landscape maintenance.

4.5.3 Fire Hydrants, Sprinklers and Alarms

“The Park City Fire Service District (“PCFSD”) must review building plans for each structure to determine if they comply with fire suppression requirements including fire hydrants.

As an additional means of fire protection, the PCFSD, as part of the building-permit process, requires the installation of interior and exterior fire sprinklers or foam systems on interior and exterior eaves, on any structure constructed within the Preserve.

5. CONSTRUCTION REGULATIONS

The preservation of the natural areas of The Preserve is critical to the community. In order to ensure that the natural area of each lot is preserved to the maximum extent possible and the nuisances inherent to any construction process are kept to a minimum, the following regulations shall be strictly enforced during the construction period of all improvements at The Preserve. The Owner of a lot shall be responsible for violations of the Design Guidelines, including construction regulations contained therein, by any contractor, subcontractor, agent, or employee performing any activities on behalf of the Owner within The Preserve, whether located on the lot or elsewhere within The Preserve.

5.1 BUILDING ACTIVITY ENVELOPE AND FENCING REQUIREMENT

The Building Activity Envelope (BAE), which is the limit of development on each lot, is also the area within which all construction activities related to the improvements must be confined. To this end, the approved area of disturbance must be staked and fenced in with a minimum four-foot high construction fencing during the full duration of construction. Construction fence must be installed prior to any work being done. When a utility trench does not follow the driveway, the trench area must have a construction fence no wider than 8 feet along the route, on each side, and be fully revegetated and irrigated until established wherever the natural area is disturbed.

5.2 PROTECTION OF SUBDIVISION IMPROVEMENTS AND RESTORATION OF PROPERTY

Each Owner shall be responsible for the protection of all subdivision improvements, roadways, common areas, or improvements of any other lot which may be damaged by the activities of such Owner's contractor, subcontractor, agents, or employees.

Upon completion of construction, each Owner and builder shall clean his construction site and repair all property which has been damaged, including but not limited to, restoring

grades, planting shrubs and trees as approved or required by the DRC, and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing.

In addition, pursuant to Section 5.3, the Owner and general contractor shall be held financially responsible for site restoration/ revegetation and refuse removal necessitated on any and all adjacent properties as a result of trespass or negligence by their employees on sub-contracted agents.

5.3 PERFORMANCE DEPOSIT

Concurrent with Final Plan Submittal, the Owner shall deposit with the DRC a performance deposit of in the amount equal to the then existing schedule established by the DRC. Furthermore, Owner shall execute and deliver to the DRC, as appropriate, a Deposit Agreement in the form per Appendix G. The performance deposit shall to be held pending the completion (including clean up) of all improvements described in the final, approved plans and constructed on the Owner's individual lot.

In the event that the Owner, the Contractor or their respective agents, representatives or employees (i) cause any Damage, (ii) fail to construct the improvements in accordance with the approved plans or (iii) fail to comply with the Guidelines, the Declaration or any rules or regulations adopted or promulgated by the DRC, the DRC may use the performance deposit to, among other things, (a) repair and/or rectify the Damage or (b) enforce the Guidelines, the Declaration and any other rule or regulation thus violated and cure any defect or problem caused by said non-compliance.

Following the DRC's use of all or any portion of the performance deposit, the Owner shall immediately pay to the Declarant or the Association, as the case may be, an amount sufficient to replenish the performance deposit to the sum initially deposited. Failure to replenish the performance deposit within seven (7) days following the DRC's delivery of written demand shall be deemed a material breach of the Guidelines and the Declaration and shall entitle the DRC to (i) deny Contractor's access to the community (including any of Contractor's suppliers, subcontractors, employees and material men) and (ii) lien the lot in an amount equal to the performance deposit deficiency.

Contractor and Owner hereby agree to indemnify the Declarant, the Association, and the DRC and to defend and hold those same parties harmless from all claims, costs, fees, expenses, loss, damage and liability of any kind, including, without limitation, mechanics' or material men's liens, which may be asserted against or incurred by the Declarant, the DRC, or the Association as a result of the construction activities by the Owner, Owner's contractors or their respective agents, representatives and employees. This indemnity shall survive the final completion of the construction activities conducted on the Owner's lot.

See Appendix G for the Performance Deposit Agreement form.

5.4 OSHA COMPLIANCE

All applicable Occupational Safety and Health Act (OSHA) regulations and guidelines must be observed at all times.

5.5 CONSTRUCTION SITE PLAN AND CONSTRUCTION TRAILERS

As part of the Final Submission, a construction site plan must be prepared and approved which indicates construction access, parking areas off of the street, sanitary facilities, concrete wash out area, trash drum, material storage, and approved access drives, for construction activities on any lot.

Upon approval of the Construction Site Plan a construction trailer or portable field office may be located on the building site within the BAE. The type, size and color of any portable office must be approved by a representative of the DRC as part of the construction site plan. The field office may not be placed on-site earlier than two weeks prior to the actual onset of continuous construction activity. At the same time, the provision of temporary power and telephone may be installed. A construction trailer may not remain on site for a period of time exceeding six months without written approval of the DRC.

5.6 CONSTRUCTION TRASH RECEPTACLES AND DEBRIS REMOVAL

Owners and builders shall clean up all trash and debris at the end of each day; an approved trash receptacle must remain on the site at all times for this purpose to contain all lightweight materials or packaging. The receptacle must be positioned on the site alongside the access drive, clear of side and rear setbacks, adjacent road right(s)-of-way and neighboring properties. Trash receptacles must be emptied on a timely basis to avoid overflow of refuse; disposal shall be at a suitable off-site facility. Owners and builders are prohibited from dumping, burying, or burning trash anywhere on the lot or in The Preserve. Heavy debris, such as broken stone, wood scrap, or the like must be removed from the site immediately upon completion of the work of each trade that has generated the debris.

All concrete washout, from both trucks and mixers, must occur within a contained area of the BAE where it will be ultimately concealed by structure or covered by backfill. Concrete washout in road rights-of-way, lot setbacks or on adjacent properties is strictly prohibited.

During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore or detriment to other lots or open space. Any clean-up costs incurred by the DRC or the Association in enforcing these requirements shall be payable by the Owner. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed from public or private roads, open spaces and driveways or other portions of The Preserve.

5.7 SANITARY FACILITIES

Each Owner or builder shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets must be located within the BAE and in a discrete location approved on site by the DRC.

5.8 CONSTRUCTION ACCESS

The access drive approved by the DRC will be the only construction access to any lot. All construction access must be via Bitner Ranch Road. Speed limit within The Preserve is 20 mph for all roads.

5.9 VEHICLES AND PARKING AREAS

Construction crews will not park on, or otherwise use, undeveloped portions of lots or open space, including road shoulders. All vehicles shall be parked within an agreed upon area by the DRC. During very busy construction periods involving multiple trades such that all construction vehicles cannot be confined to the site proper, the overflow vehicles may be temporarily parked along the roadway in locations and for time periods as approved by the DRC. During these periods the road must allow continual unconstrained access by normal traffic and emergency vehicles, including fire trucks. No overnight parking is allowed, including trailers. Where parking on the shoulder occurs all damage to the shoulder and landscape must be repaired by the contractor continually and not left for the end of construction. Vehicles may not be parked on neighboring lots, in nearby driveways or on open space. Changing oil or other vehicle maintenance is prohibited. All trailers shall be removed from property after unloading.

5.10 CONSERVATION OF NATIVE LANDSCAPE

Trees and all natural areas that are to be preserved must be marked and protected by flagging, fencing or barriers. The DRC shall have the right to flag major terrain features or plants which are to be fenced for protection. Any trees or branches removed during

construction must be promptly cleaned up and removed from the construction site. Any protected trees or vegetation that are damaged or removed shall be replaced by the Owner at his or her sole expense to the DRC's satisfaction.

5.11 EROSION CONTROL

During construction, measures must be taken to eliminate erosion. All measures utilized must comply with Summit County ordinances, which all contractors should familiarize themselves with.

5.12 EXCAVATION MATERIALS AND BLASTING

If any blasting is to occur, the DRC must be notified two weeks in advance and appropriate approvals must be obtained from Summit County. Blasting may only be done by licensed demolition personnel with all requisite insurance coverages as mandated by county and state statutes specific to their blasting activity at The Preserve. The DRC shall have the authority to require in writing documentation of anticipated seismic effects, with confirmation such effects will not be injurious to other persons or properties, public or private, and that all appropriate protection measures have been utilized. The DRC may require additional insurance to cover potential damages from blasting to subdivision improvements and common areas.

All excess material resulting from blasting, as well as all other excess excavation materials, must be promptly removed from The Preserve.

5.13 DUST AND NOISE CONTROL

The contractor shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud from public or private roads that is the result of construction activity on the site, each day.

The sounds of radios or any other audio equipment used by construction personnel must not be audible beyond the property perimeter of any lot; repeated violations of this provision will precipitate a total prohibition of any on-site use of radios or audio equipment during construction.

5.14 MATERIAL DELIVERIES

All building materials, equipment and machinery required to construct a residence on any lot at The Preserve must be delivered to and remain within the BAE of each lot. This includes all building materials, earth-moving equipment, trailers, generators, mixers, cranes and any other equipment or machinery that will remain at The Preserve overnight. Material delivery vehicles may not drive across adjacent lots or common area parcels to access a construction site.

5.15 FIREARMS

The possession or discharge of any type of firearm by construction personnel on any construction site, lot, common area parcel or right-of-way at The Preserve is prohibited.

5.16 ALCOHOL AND CONTROLLED SUBSTANCES

The consumption of alcohol or use of any controlled substance by construction personnel on any construction site, Lot, common area parcel or right-of-way at The Preserve is prohibited.

5.17 FIRES AND FLAMMABLE MATERIALS

Careless disposition of cigarettes and other flammable materials, as well as the build-up of potentially flammable materials constituting a fire hazard, are prohibited. At least two 20-pound ABC-Rated Dry Chemical Fire Extinguishers shall be present and available in a conspicuous place on the construction site at all times.

No bonfires or other types of open burning are allowed in the Preserve. Owners shall be responsible to notify all construction personnel of these restrictions and shall enforce this restriction on their respective lot.

5.18 PETS

A member of any construction crew may not bring pets into The Preserve.

5.19 PRESERVATION OF PROPERTY

The use of or transit over any other lot, common area or amenity is prohibited. Similarly, the use of or transit over the natural area or setbacks outside the BAE of any lot is

prohibited. Construction personnel shall refrain from parking, eating, depositing of rubbish or scrap materials (including concrete washout) on any neighboring lot, common area parcel, or right-of-way.

5.20 CONSTRUCTION AND REAL ESTATE SIGNAGE

Temporary construction signs shall be limited to one standardized sign per site. A copy of the standardized sign is shown in Appendix C. Construction rules and regulations will be given out during the pre-construction conference. This sign is intended for job site identification; therefore, it must face the street frontage of the lot. The construction sign may not be erected on a site earlier than two weeks prior to the onset of continuing construction activity and must be removed within two weeks of the issuance of a certificate of occupancy by the County, or immediately upon the passage of 30 calendar days without significant construction activity.

Real Estate “for sale” signs, are prohibited. Individual signs, or construction sign attachments, identifying individual sub-contractors, tradesmen, or suppliers are prohibited; identification of licensed tradesmen, when required by state or county statutes, shall be confined to the posting location of the building permit. Attachment of signs or similar material to trees is strictly prohibited.

5.21 DAILY OPERATION

Daily working hours for each construction site shall be from 7:00am to 7:00pm Monday through Friday and 8:00am to 7:00 pm on Saturday. Construction activity which generates noise audible from the boundaries of any lot, such as hammering, sawing, excavation work, concrete delivery, etc., must be confined to the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to 5:00 p.m. on Saturday. Please refer to Appendix K Construction Regulations and Fines for further information.

5.22 SITE VISITATIONS

Due to the inherent danger associated with an active construction site, visitors to any site should be limited to those persons with official business relating to the construction activity, such as construction workers and tradesmen, building officials, security staff, DRC observers, sales personnel, and the Owner. Construction personnel should not invite or bring family members or friends, especially children, to the job site.

5.23 CONSTRUCTION INSURANCE REQUIREMENTS

All contractors and sub-contractors must post evidence of insurance with their lot Owner, prior to entering the construction premises. Confirmation shall be evidenced in the form of a valid Certificate of Insurance as shown in Appendix H. The required insurance must provide coverage not less than the applicable limits of coverage relating to comprehensive general liability, automobile liability and workmen's compensation. General liability coverage shall contain provisions for contractual liability and broad form property damage. The certificate shall provide for 30-day notice to the certificate holders in the event of cancellation or material change in the limits of coverage.

5.24 VEHICULAR ACCESS

Prior to the start of construction activity at The Preserve, each general contractor shall meet with the DRC. No person or vehicle will be allowed past the guardhouse until the requisite documents are on file. The DRC or HOA may require proof of acceptable insurance as a condition of entry. All entry must be via Bitner Ranch Road.

6. DESIGN REVIEW PROCEDURES

Site sensitive, site-specific design shall be fundamental at The Preserve. Design drawings should evolve from the careful and thorough analysis of a site's specific setting and features. Therefore, Owners and/or their designers should refrain from approaching a site with a predetermined design expecting to "make it fit", with little regard to natural constraints. The Preserve has established this review procedure to assist the applicant through the design process in its appropriate sequence.

Plans and specifications shall be submitted to the DRC in accordance with the following conference and submittal requirements and review procedures.

6.1 PRE-DESIGN CONFERENCE

Prior to preparing preliminary plans for any proposed improvement, the owner and the architect shall meet with the DRC to discuss proposed building plans and to resolve any questions regarding building requirements at The Preserve. This informal review is conducted to offer guidance prior to initiating preliminary design and will occur on site. It is recommended that the Owner & architect read and fully understand these design guidelines prior to beginning the design process.

The parameters and directives identified at each Pre-Design Conference remain valid for one year only. If the submittal of a preliminary design does not occur within twelve months of a Pre-Design Conference, a supplementary Pre-Design Conference is necessary in order to review any changes in site conditions or revisions to the Design Guidelines which may have transpired.

6.2 PRELIMINARY DESIGN SUBMITTAL

A Preliminary Design Submittal must follow within twelve months of the fulfillment of the requisite Pre-Design Conference. When the Preliminary Design is complete, its submittal for consideration must include all of the following items. Review by the DRC will not commence until the submittal is complete.

- A. Site plan showing the entire property, location of the BAE, the residence and all buildings, driveway, parking area, existing and proposed topography, proposed finished floor elevations, primary ridge elevations, all trees, all clusters of native vegetation, septic tank and field location, existing utilities, property lines, driveway entry monuments and special terrain features to be preserved. The site plan will be to a scale that clearly depicts the proposed development within the BAE.
- B. Existing conditions survey by a registered land surveyor or licensed civil engineer showing lot boundaries and dimensions, topography (2 foot contours or less), major terrain features, all trees, edge of pavement or curb, and utility locations.
- C. Floor plans (scale 1/4" or 1/8" = 1'-0") showing proposed finished floor elevations and building area as measured to the inside face of the exterior wall of the building.
- D. All exterior elevations (scale 1/4" or 1/8" = 1'-0") showing both existing and proposed grade lines, ridge heights, roof pitch and a preliminary indication of all exterior materials and colors.
- E. A 1/8-inch scale model or 3D model will be submitted showing topography (minimum 2 foot contours) of the house and BAE is required. Items such as roof overhangs, windows, mullions, doors, balconies, posts, and exposed beams must be modeled three-dimensionally, rather than being simply drawn onto the model base. If the 3D electronic model does not provide the information as needed, a conventional model must be submitted.
- F. Submittal of a completed Application (Appendix I) and DRC fee submitted (Appendix J).

- G. Any other drawings, materials or samples requested by the DRC.
- H. A list of all proposed variances from the Design Guidelines and rationale supporting why the DRC should consider the variance request.
- I. If required by the DRC on-site staking of all building corners, driveway corridor and other improvements.

The submittal shall consist of one full size set of prints and PDF file, which shall be retained by the DRC.

6.3 PRELIMINARY DESIGN REVIEW PROCESS

Upon determination that an application is complete, the DRC will schedule a meeting with the applicant within 15 business days. A written summary of comments and recommendations will be provided in writing no later than 20 business days after a submittal is complete.

Individual members of the DRC will not discuss results of reviews with an Owner or his architect or builder.

Any response an Owner may wish to make regarding the results of an architectural review must be addressed to the DRC in writing or at a scheduled meeting.

The DRC's approval of a preliminary design is valid for twelve months.

6.4 FINAL DESIGN SUBMITTAL

A Final Design Submittal must follow within twelve months of the DRC's granting of approval for a preliminary design. When the final design is complete, a submittal for consideration must include the following items. Review by the DRC will not commence until the submittal is complete.

- A. Site plan showing the entire property, location of the Building Activity Envelope, the residence and all buildings, driveway, culverts, drainage channels, parking area, existing and proposed topography, finished floor elevations, primary ridge elevations all protected plants or special terrain features to be preserved, trees to be removed, all utility sources and connections, septic tank and drain field location, driveway entry

monuments and site walls. The site plan will be to a scale that clearly depicts the proposed development within the BAE.

- B. Floor plans (scale 1/4" = 1'-0") showing finished floor elevations and livable square footage.
- C. Roof plan (scale 1/4" = 1'-0") showing all roof pitches.
- D. Building section (scale 1/4" = 1'-0" or larger), indicating existing and proposed grade lines.
- E. All exterior elevations (scale 1/4" = 1'-0") showing both existing and proposed grade lines, roof pitch and an indication of exterior materials and colors.
- F. Materials and color board depicting and describing all exterior materials.
- G. Conceptual landscape plan (scale 1" = 10'-0" or 1/8" = 1'-0"), showing size and type of all proposed plants, plant species, sizes, irrigation system, all decorative materials or borders, and all retained plants. A final landscape plan will be required for review at the time of the home's four way inspection.
- H. If required by the DRC on-site staking of all building corners, driveway corridor and other improvements.
- I. As part of the Final Submission, a construction site plan must be prepared and approved which indicates construction access, parking areas off of the street, sanitary facilities, concrete wash out area, trash container, material storage, and approved access drives, for construction activities on any lot.

A construction trailer or portable field office may be located on the building site within the BAE. The type, size and color of any portable office must be approved by the DRC as part of the construction site plan. The field office may not be placed on-site earlier than two weeks prior to the actual onset of continuous construction activity. At the same time, the provision of temporary power may be installed. The construction trailer must be removed from the lot within two weeks of obtaining an occupancy permit for the residence.

- J. A list of all proposed variances from the Design Guidelines and rationale supporting why the DRC should consider the variance request.

- K. A lighting plan including both exterior and interior fixtures and their locations and cut sheets.

The submittal shall consist of one full size set of plans and a PDF file.

6.5 FINAL DESIGN REVIEW PROCESS

The DRC will review the plans and respond in writing no later than 30 days after a submittal is complete.

Individual members of the DRC will not discuss results of reviews with an Owner or his architect or builder.

Any response an Owner may wish to make regarding the results of an architectural review must be addressed to the DRC in writing or at a scheduled meeting.

The DRC's approval of a final design is valid for twelve months by which time construction must commence or the approval expires.

6.6 RESUBMITTAL OF PLANS

In the event of any disapproval by the DRC of either a Preliminary or Final Submittal, a resubmission of plans should follow the same procedure as an original submittal. An additional architectural review fee may be assessed for each submittal as required by the DRC.

6.7 BUILDING PERMIT SUBMITTAL APPROVAL

Upon final approval by the DRC the applicant submits three full size copies and a PDF file of the plans for review and stamping by the DRC. The DRC will retain one stamped copy for its records; the other two stamped sets will be returned to the applicant with a letter of approval from the DRC for submittal to Summit County.

Any subsequent changes to stamped plans in the building permit process must be reviewed and re-stamped by the DRC. This must occur prior to the on-site preconstruction meeting.

6.8 ON-SITE PRE-CONSTRUCTION MEETING

Prior to commencing construction, the builder must meet with the DRC to review construction procedures and coordinate his activities in The Preserve. Insurance

requirements and construction rules and regulations will be reviewed at this meeting. Prior to this meeting LOD and erosion control measures must be installed. All required fees pursuant to Appendix J must be submitted not later than the preconstruction meeting date.

6.9 COMMENCEMENT OF CONSTRUCTION

Upon receipt of final approval from the DRC, and having satisfied all Summit County review processes, the Owner shall satisfy all conditions and commence the construction or any work pursuant to the approved plans within one year from the date of such approval. If the Owner fails to begin construction within this time period, any approval given shall be deemed revoked.

The Owner shall, in any event, complete the construction of any improvement on the lot in a timely manner. If the Owner fails to comply with this schedule, the DRC shall have the right to either have the exterior of the improvement completed in accordance with approved plans or remove the improvement, with all expenses incurred to be reimbursed to the DRC by the Owner.

6.10 INSPECTIONS OF WORK IN PROGRESS

The DRC may inspect all work in progress and give notice of noncompliance. Absence of such inspection or notification during the construction period does not constitute an approval by the DRC of work in progress or compliance with these Design Guidelines. Any noncompliance may be subject to fines pursuant to Appendix K.

6.11 SUBSEQUENT CHANGES

Additional construction or other improvements to a residence or lot, changes during construction or after completion of an approved structure, including landscaping and color modification, must be submitted to the DRC for approval prior to making such changes or additions.

6.12 FINAL RELEASE

Upon completion of any residence or other improvement, the Owner shall give notice of completion to the DRC. Within 10 (ten) days of such notification, the DRC shall inspect the residence or other improvement for compliance with the approved drawings. If all improvements comply with the approved drawings the owner may apply for a certificate of occupancy from Summit County. If it is found that the work was not done in compliance with approved plans or any portion of the Design Guidelines, the DRC may issue a written

notice of noncompliance to the Owner, specifying the particulars of noncompliance, said notice to be issued within 30 days of the Final Inspection.

The Owner shall have 30 days from the date of notice of noncompliance within which to remedy the noncompliance portions of his improvement. If, by the end of this time period the Owner has failed to remedy the noncompliance, the DRC may take action to remove the noncompliance improvements as provided for in the Design Guidelines, including, without limitation, injunctive relief or the imposition of a fine.

6.13 NON-WAIVER

The approval by the DRC of any plans, drawings or specifications for any work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing or specification subsequently or additionally submitted for approval. Failure to enforce any of the Design Guidelines shall not constitute a waiver of same.

6.14 RIGHT OF WAIVER

The DRC reserves the right to waive or vary any of the procedures set forth herein at its discretion, for good cause shown.

6.15 EXEMPTIONS

Utility and maintenance buildings, structures, and cabinets located on non-residential tracts or rights of way are exempted from the Design Guidelines. However, the DRC will endeavor to attain as high a level of conformance with these standards as is practical for these types of facilities.

6.16 DESIGN REVIEW FEE

An architectural review fee will be charged to each applicant. The DRC reserves the right to increase the fees as deemed necessary. Additional architectural review fees may be charged due to resubmittals, remodels, or other special circumstances. The full architectural review fee will be paid at the time of the Preliminary Submittal. See Appendix J for a current schedule of fees.

7. DESIGN REVIEW COMMITTEE ORGANIZATION

7.1 MEMBERS

The DRC shall consist of three to five members, appointed by the Board of Trustees of The Preserve Home Owners Association. Each member shall hold office until such time as he has resigned, been removed, or a successor has been appointed.

7.2 ADDRESS OF ARCHITECTURAL REVIEW COMMITTEE

The address of the DRC shall be the address established for the submittal of plans and specifications, which shall change from time to time.

7.3 RESIGNATION OF MEMBERS

Any member of the DRC may, at any time, resign from the DRC upon written or email notice delivered to the Board of Trustees.

7.4 DUTIES

It shall be the duty of the DRC to consider and act upon such proposals or plans related to the development of The Preserve that are submitted pursuant to the Design Guidelines to enforce the Design Guidelines, and to amend these Design Guidelines when, and in a manner deemed appropriate by the DRC and other required processes

7.5 MEETINGS

The DRC shall meet as necessary to properly perform its duties. The vote of a majority of the members shall constitute an act by the DRC.

The DRC shall keep on file all submittals and copies of all written responses to Owners to serve as record of all actions taken.

7.6 COMPENSATION

Unless authorized by the Board of Trustees, the members of the DRC shall not receive any compensation for services rendered.

All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of their duties. Professional consultants and representatives of the DRC retained for assistance in the review process shall be paid such compensation as the DRC determines.

7.7 AMENDMENT OF DESIGN GUIDELINES

The DRC may, from time to time, amend or revise any portion of the Design Guidelines pursuant to any and all state statutes and requirements. All such amendments or revisions shall be appended to and made a part of the Design Guidelines. Administrative changes may be made in like manner by the DRC.

7.8 NON-LIABILITY

Neither the DRC nor any member thereof shall be liable to the Association or to any Owner or other person for any loss or damage claimed on account of any of the following:

1. The approval or disapproval of any plans, drawing and specifications, whether or not defective.
2. The construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications regardless of any inspections by the DRC during the course of construction.
3. The development, or manner of development of any property within The Preserve.

Every Owner or other person, by submission of plans and specifications to the DRC for approval, agrees that they will not bring any action or suit against the DRC, any of its members, nor the developer, regarding any action taken by the DRC.

Approval by the DRC of any improvement at The Preserve only refers to The Preserve Design Guidelines and in no way implies conformance with local government regulations. It shall be the sole responsibility of the Owner to comply with all applicable government ordinances or regulations, including but not limited to zoning ordinances and local building codes.

7.9 ENFORCEMENT

The DRC may, at any time, inspect a lot or improvement and, upon discovering a violation of the Design Guidelines, provide a written notice of non-compliance to the Owner, including a reasonable time limit within which to correct the violation. The DRC may also record a notice of violation after the expirations of the time limit. If an Owner fails to comply within this time period, the DRC or its authorized agents may enter the lot and correct the violation at the expense of the Owner of such lot; said expense to be secured by a lien upon such lot enforceable in accordance with the Declaration.

In the event of any violation of the Design Guidelines, the DRC may, at its sole discretion and in addition to restoration expenses, impose without limitation a punitive fine, commensurate with the severity of the violation. In the event the DRC deems it necessary to retain legal counsel in connection with the enforcement of the Design Guidelines, the Owner against whom such enforcement is sought shall be liable for all legal fees and other out-of-pocket expenses incurred by the DRC or The Preserve Home Owners Association in enforcing the Design Guidelines.

7.10 SEVERABILITY

If any provision of the Design Guidelines, or any section, clause, sentence, phrase or word, or the application thereof in any circumstance, is held invalid, or unenforceable, the validity of the remainder of the Design Guidelines, and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances, shall not be affected thereby, and the remainder of the Design Guidelines shall be construed as if such invalid or unenforceable part were never included therein.

7.11 DELEGATION OF AUTHORITY

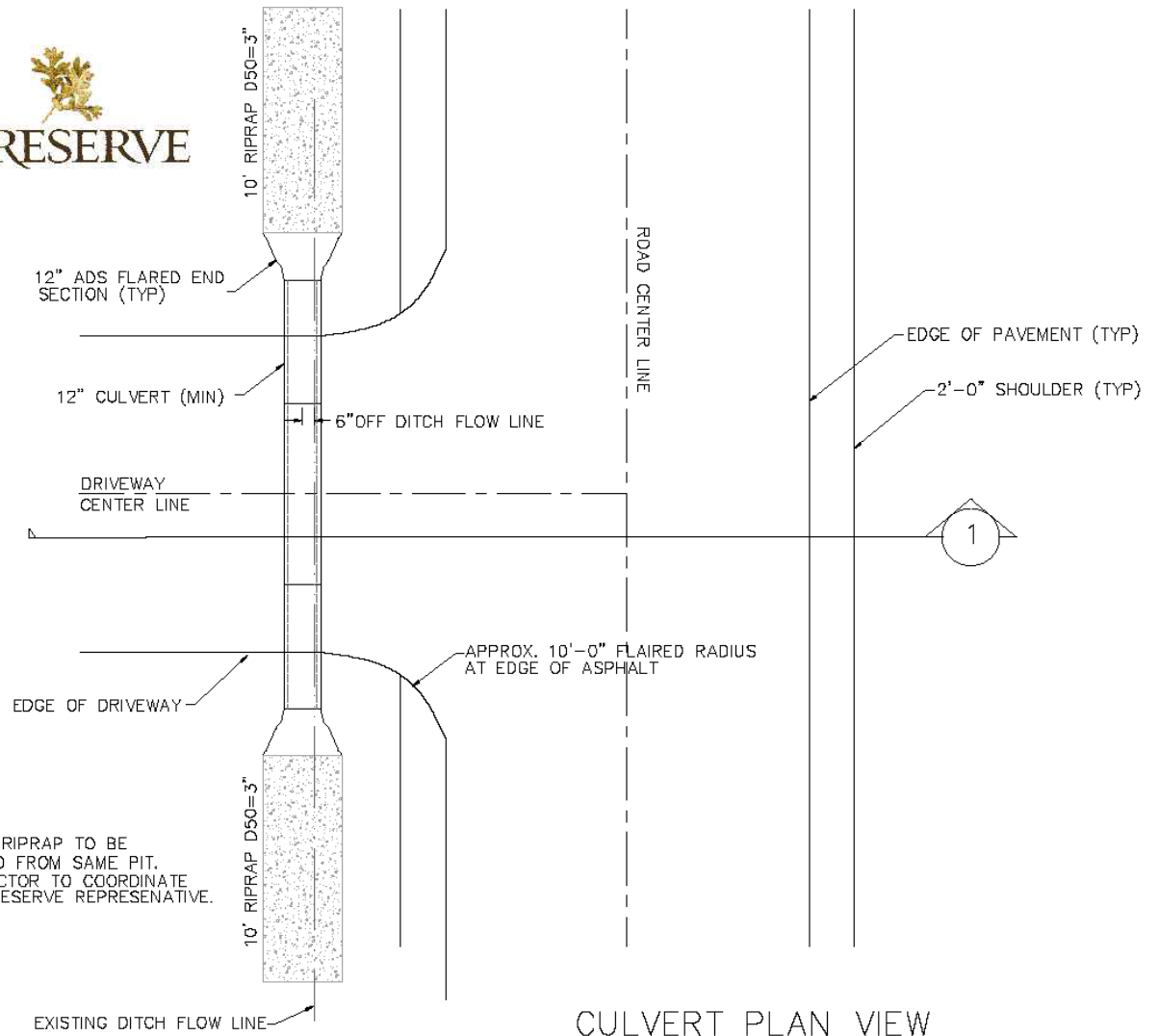
The DRC may delegate any or all of its architectural review responsibilities to one or more of its members, acting as a subcommittee of the DRC, and/or a professional design consultant(s) retained by the DRC on behalf of the Association. Upon such delegation, the actions of such members or consultant(s) shall be equivalent to action by the DRC as a whole.

7.12 DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

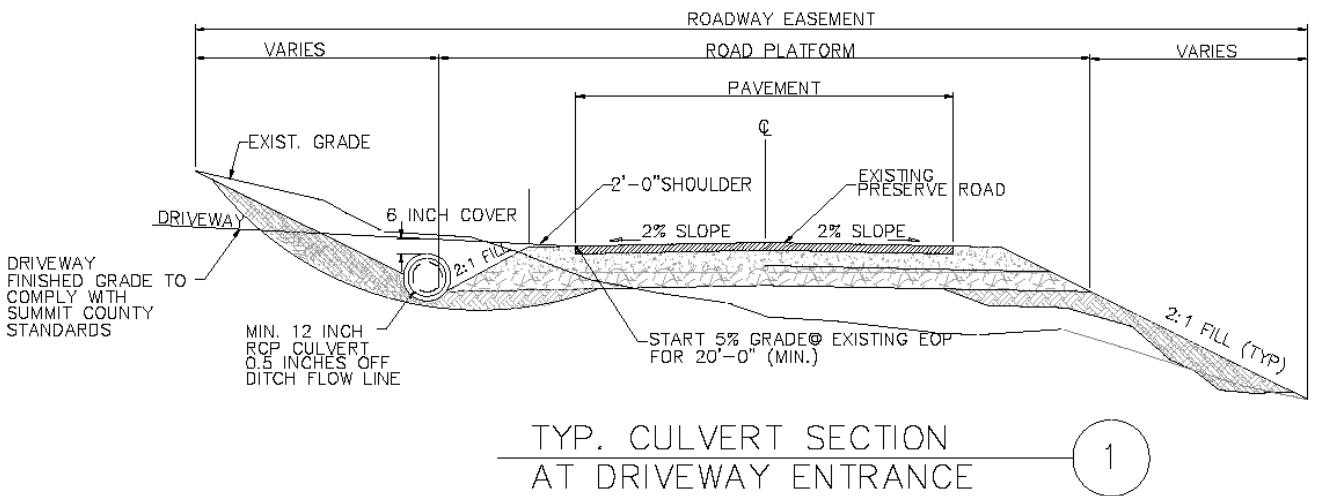
The Design Guidelines are promulgated pursuant to the terms and conditions of the CC&R's for The Preserve. However, in the event of any inconsistency between the

specific provisions of the Design Guidelines and the provisions of such CC&Rs, the specific provisions of the Design Guidelines shall apply.

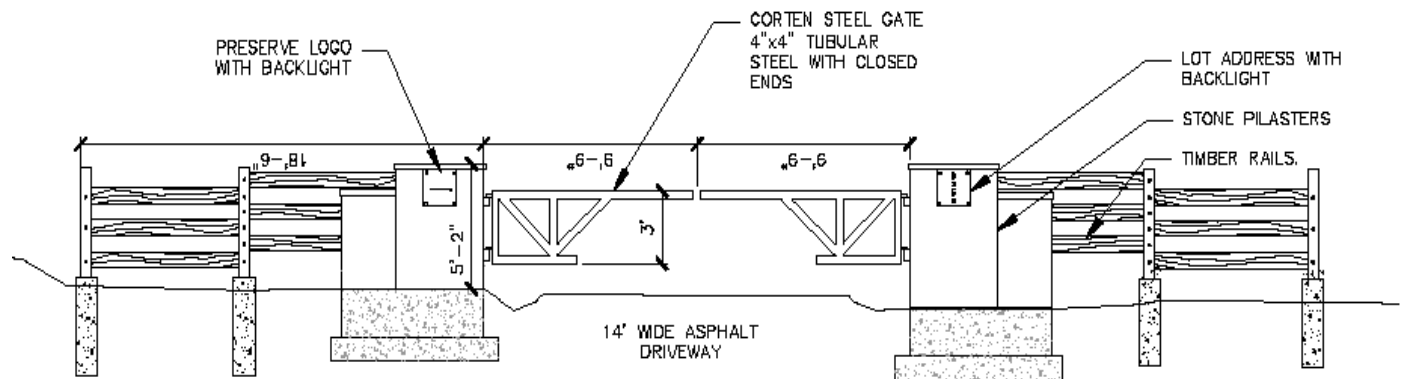
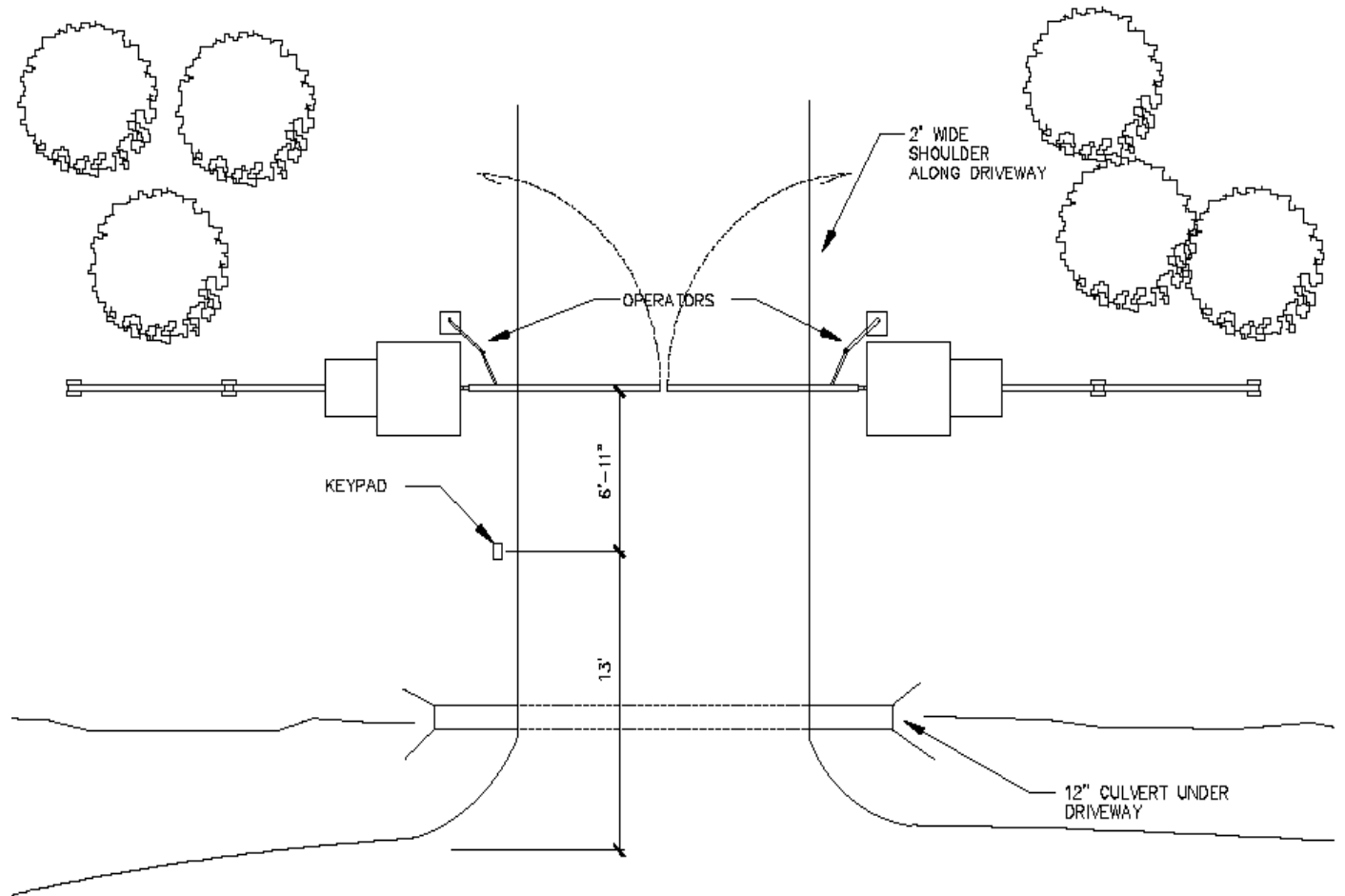
APPENDIX A - DRAINAGE CULVERT DETAIL



NOTE:
#1. ALL RIPRAP TO BE SOURCED FROM SAME PIT. CONTRACTOR TO COORDINATE WITH PRESERVE REPRESENTATIVE.

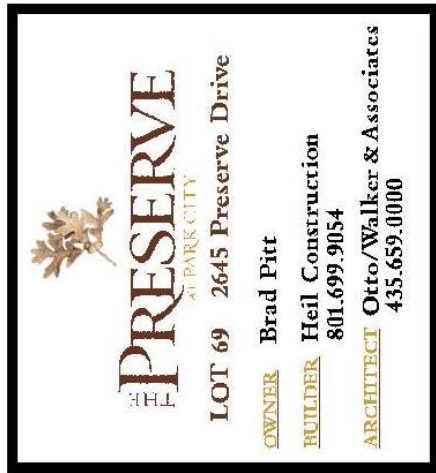


APPENDIX B - DRIVEWAY GATE DETAILS



PRESERVE ENTRY GATE DESIGN

APPENDIX C - CONSTRUCTION SIGN

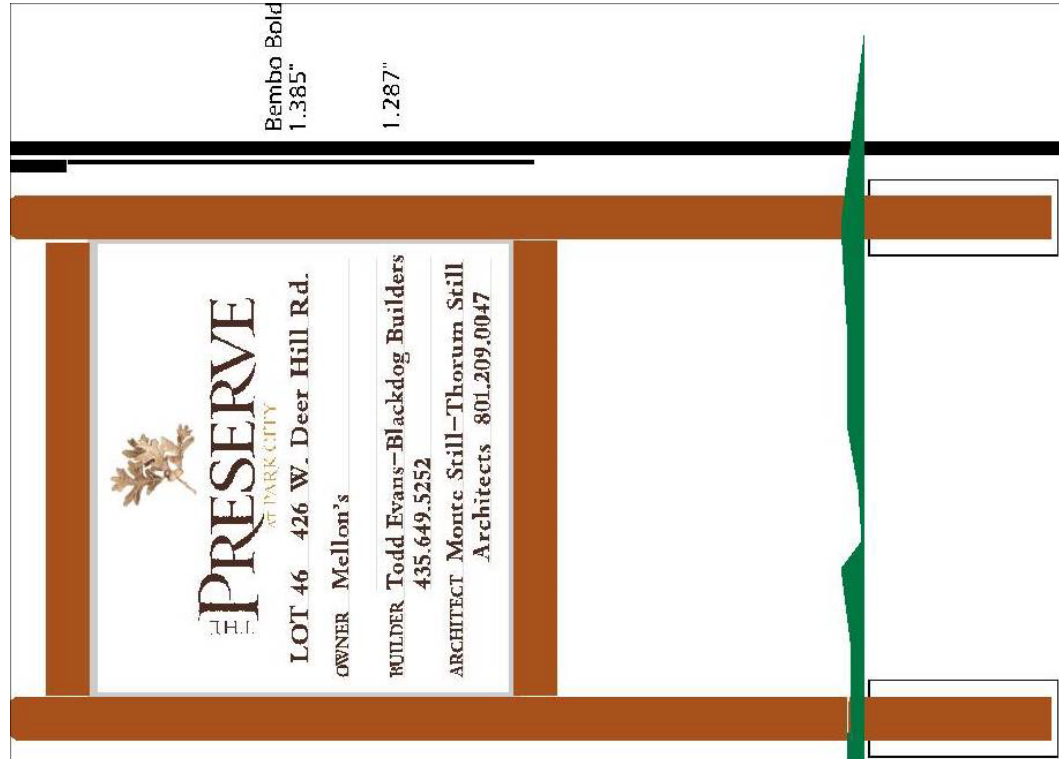


**4" X 4" X 96" 'SUNWOOD' PRESSURE TREATED POSTS
DATO'D CHANNEL HOLDS SIGN**

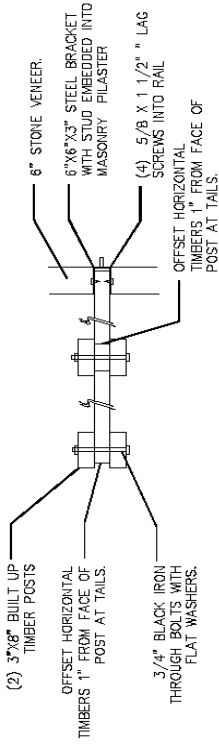
**CHAMFERED POST TOPS
66" OFF GRADE TO TOP OF POST**

SIGN SIZE @ 1/2" X 36" X 33" (345 x 375)

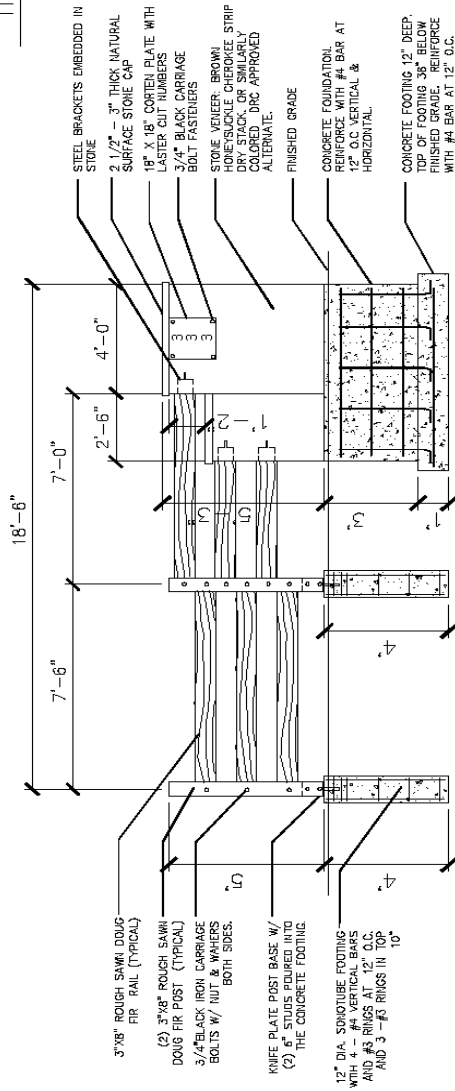
**SIGN COLOR - CREME (ARIZONA WHITE)
FULL COLOR LOGO
TEXT AND COPY DARK BROWN/BLACK/GOLD**



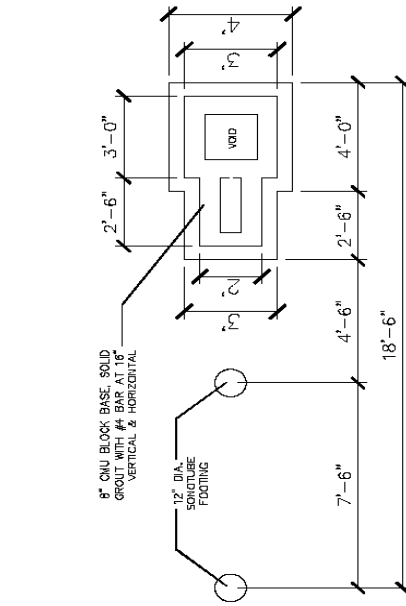
APPENDIX D - DRIVEWAY ENTRY FEATURE



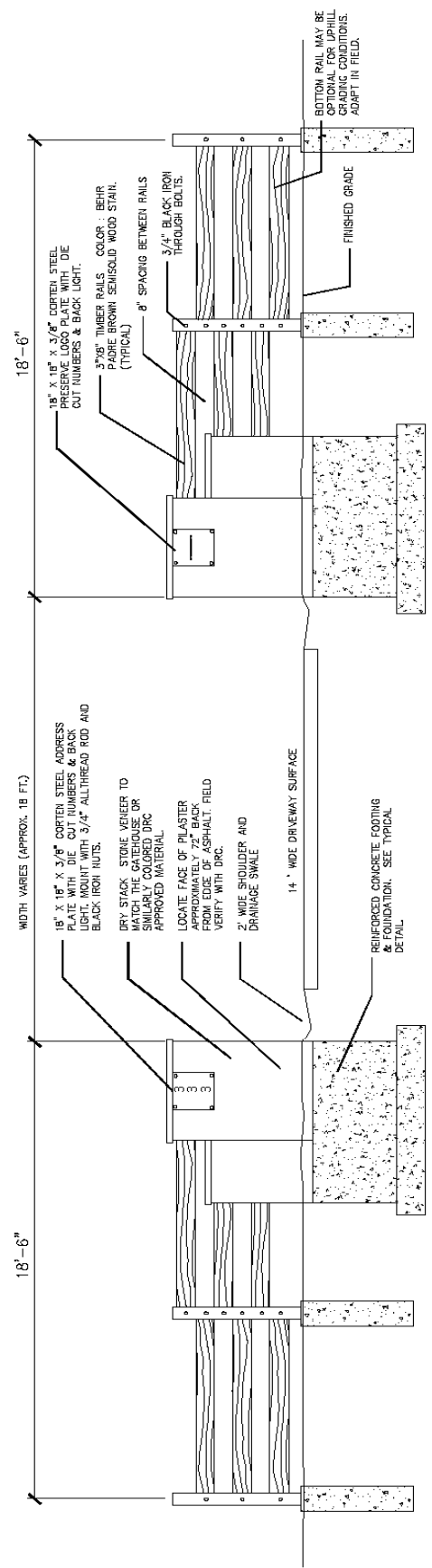
TIMBER RAIL CONNECTION



CONSTRUCTION DETAIL



FOUNDATION PLAN



STANDARD ENTRY FEATURE CONFIGURATION

APPENDIX E - LOT ALLOWANCES & LIMITATIONS TABLE

Lot	Acreage	Maximum Primary House Size SF	Primary Residence Max. Height	Guesthouse Capability (2,500 sf)	Equestrian Capabilitiy	Maximum Horses Allowed
1	64.8	10000 sf	32 ft	Y	Y	4
2	46.6	10000 sf	28 ft	Y	Y	4
3	27.9	8,000 sf	28 ft	N	Y	3
4	14.3	8,000 sf	28 ft	N	Y	3
5	13.7	8,000 sf	28 ft	N	Y	3
6	15.3	8,000 sf	28 ft	N	Y	3
7	25.8	8,000 sf	28 ft	N	N	n/a
8	10.8	8,000 sf	28 ft	N	N	n/a
9	11.5	8,000 sf	28 ft	N	N	n/a
10	10	8,000 sf	28 ft	N	N	n/a
11	42.5	10,000 sf	32 ft	Y	Y	4
12	12	10,000 sf	32 ft	Y	Y	3
13	10	8,000 sf	32 ft	N	N	n/a
14	14	8,000 sf	32 ft	N	N	n/a
15	11	8,000 sf	32 ft	N	N	n/a
16	11.9	8,000 sf	32 ft	N	N	n/a
17	11.4	8,000 sf	32 ft	N	N	n/a
18	13.2	15,000 sf	32 ft	Y	Y	2
19	16.5	15,000 sf	32 ft	Y	Y	3
20	10	15,000 sf	32 ft	Y	Y	4
21	12.3	10,000 sf	32 ft	Y	N	N/A
22	11.1	10,000 sf	32 ft	Y	N	N/A
23	10.4	10,000 sf	32 ft	Y	Y	2
24	10.2	10,000 sf	32 ft	Y	N	N/A
25	11.7	10,000 sf	32 ft	Y	N	N/A
26	10.1	10,000 sf	32 ft	Y	N	N/A
27	10.1	10,000 sf	32 ft	Y	N	N/A
28	10.5	10,000 sf	32 ft	Y	Y	3
29	11.9	10,000 sf	32 ft	Y	N	N/A
30	11.3	10,000 sf	32 ft	Y	Y	3
31	12.1	10,000 sf	32 ft	Y	N	N/A
32	10.9	10,000 sf	32 ft	Y	N	N/A
33	10.6	8,000 sf	28 ft	Y	N	N/A
34	14.6	8,000 sf	28 ft	Y	N	N/A
35	10	8,000 sf	32 ft	Y	N	N/A
36	10.8	10,000 sf	32 ft	Y	Y	4
37	11.5	10,000 sf	32 ft	Y	Y	3
38	10.3	8,000 sf	32 ft	Y	N	N/A
39	10	8,000 sf	32 ft	Y	N	N/A
40	10.9	8,000 sf	32 ft	Y	N	N/A

41	12.6	8,000 sf	32 ft	Y	N	N/A
42	15.8	8,000 sf	28 ft	Y	Y	4
43	11.4	10,000 sf	32 ft	Y	Y	3
44	12.9	10,000 sf	32 ft	Y	Y	4
45	25.5	10,000 sf	32 ft	Y	Y	4
46	10	10,000 sf	32 ft	Y	N	N/A
47	10	10,000 sf	32 ft	Y	N	N/A
48	10	10,000 sf	32 ft	Y	N	N/A
49	10	10,000 sf	32 ft	Y	N	N/A
50						
51	10.4	10,000 sf	32 ft	Y	N	N/A
52	8.1	8,000 sf	28 ft	Y	N	N/A
53	7	10,000 sf	32 ft	Y	Y	4
54	6.5	10,000 sf	32 ft	Y	Y	4
55	9	10,000 sf	32 ft	Y	Y	4
56	5.5	10,000 sf	32 ft	Y	N	N/A
57	11.8	8,000 sf	28 ft	Y	N	N/A
58	10.2	8,000 sf	28 ft	Y	N	N/A
59	9.9	10,000 sf	32 ft	Y	N	N/A
60	10.2	10,000 sf	32 ft	Y	N	N/A
61	18	8,000 sf	28 ft	Y	N	N/A
62	19.1	8,000 sf	28 ft	Y	N	N/A
63	19.5	8,000 sf	28 ft	Y	N	N/A
64	10.5	8,000 sf	28 ft	N	N	N/A
65	10.3	8,000 sf	28 ft	N	N	N/A
66	12.9	8,000 sf	28 ft	N	N	N/A
67	8.7	8,000 sf	28 ft	N	N	N/A
68	11.2	8,000 sf	28 ft	N	N	N/A
69	6	8,000 sf	28 ft	N	N	N/A
70	7.3	8,000 sf	28 ft	N	N	N/A
71	7.2	8,000 sf	28 ft	N	N	N/A
72	12.1	10,000 sf	32 ft	Y	N	N/A
73	16	10,000 sf	32 ft	Y	N	N/A
74	15.1	10,000 sf	32 ft	Y	N	N/A
75	9.9	10,000 sf	32 ft	Y	N	N/A
76	13.2	10,000 sf	32 ft	Y	N	N/A
77	17.3	8,000 sf	32 ft	Y	N	N/A
78	9.9	10,000 sf	32 ft	Y	N	N/A
79	10.8	10,000 sf	32 ft	Y	N	N/A
80	11.2	8,000 sf	32 ft	Y	N	N/A
81	10	8,000 sf	32 ft	Y	N	N/A
82	15.6	8,000 sf	32 ft	Y	N	N/A
83	10.1	10,000 sf	28 ft	Y	N	N/A
84	5.3	10,000 sf	28 ft	Y	N	N/A
85	10.2	10,000 sf	28 ft	Y	N	N/A
86	7.6	10,000 sf	28 ft	Y	N	N/A
87	8.8	10,000 sf	28 ft	Y	N	N/A
88	8.8	10,000 sf	32 ft	Y	N	N/A

APPENDIX F - INDIGENOUS PLANT LIST

Natural Area Plant List / No Permanent Irrigation

Botanic Name

Common Name

Acer Glabrum
Juniperus virginiana
Populus Tremuloides
Quercus Gambellii

Rocky Mountain Maple
Utah Juniper
Quaking Aspen
Gambel Oak

In accordance with the Design Guideline Rules for The Preserve Homeowners Association adopted by the Preserve Site and Design Review Committee (the "Committee") and The Preserve Homeowners Association (the "Association"), _____ (the Owner"), does hereby deposit with the Committee for the benefit of the Association the sum of \$15,000.00 (the "Deposit") and agrees to the following terms and conditions:

1. The Deposit shall be held as security against any damage caused by the acts and/or omissions of Owner, his/her general contractor and/or their respective employees, agents or subcontractors in connection with the construction on the Owner's lot.
2. In the event of an occurrence of any such damage, the Association, from time to time, and without prejudice to any other remedy, may use the Deposit or a portion thereof, among other things, to pay for (a) repair and/or remediation of the damage or (b) enforcement of the Design Guidelines, the Declaration and/or any other rule or regulation thus violated and cure any defect or problem caused by the violation or non-compliance. It is expressly understood and acknowledged by the Owner that the use of any or all of the Deposit shall not be construed to be the measure of the damage or operate as a release of the Owner from paying additional amounts if the total cost to remediate the damage and/or the enforcement cost exceeds \$15,000.00.
3. Following the Association or the Committee's use of all or any portion of the Deposit, the Owner shall immediately pay the amount necessary to replenish the Deposit to the sum initially deposited. Failure to replenish the Performance Deposit within seven (7) days following the delivery of the written demand shall be deemed a material violation of the Design Guidelines and the Declaration and shall entitle the Association or the Committee to: (i) deny the Owner's contractor and any suppliers, subcontractors, employees or material men) access to The Preserve; and/or (ii) record a notice of lien against the Owner's lot in an amount equal to the Deposit deficiency.
4. Concurrent with the delivery of the Deposit, the Owner shall execute and deliver to the Committee a Notice of Voluntary Lien in the form attached hereto.
5. Neither the Association, the Committee, nor any of their respective members shall be liable to the Owner or any other person for any loss, damage or injury arising out of payment or use of the Deposit unless such loss, damage or injury was proximately caused by the willful misconduct of the Association, Committee or the respective members thereof, as the case may be.
6. Upon completion of the construction of Owner's Lot, delivery of the Certification to the Committee, and a final inspection by the Committee satisfactorily indicating that no damage has resulted from the construction and that all construction has been completed in accordance with the approved plans and specifications, including landscaping plans, the Deposit or the remaining balance thereof shall be returned to the Owner.
7. No interest shall be payable on the Deposit.
8. By signature below, the Committee/Association (circle one) acknowledges receipt of \$15,000.00 in the form of _____.

Executed on this _____ day of _____ 20__.

SIGNATURE _____

NAME _____

ADDRESS _____

NOTICE OF VOLUNTARY LIEN

On _____, 20____, the undersigned Owner of Lot _____ of The Preserve (see legal description attached hereto as Exhibit "A"), entered into that certain Deposit Agreement with The Preserve Homeowners Association (the "Association"), , which provides, among other things, that in the event of the failure of the undersigned to timely replenish \$15,000.00 Deposit mandated in the Deposit Agreement, there shall be recorded this "Notice of Voluntary Lien" in respect of the real property more particularly described on Exhibit "A" (the "Benefited Property").

The amount due and owing from the undersigned, as of the date of recordation hereof, is _____ (the "Unpaid Deposit"). The undersigned hereby conveys and agrees that the Association shall have a voluntary, consensual lien upon the Benefited Property in the amount of the Unpaid Deposit, and that such lien shall continue in full force and effect until the Association receives full payment of the Unpaid Deposit.

Properly interested parties may inspect as copy of the Deposit Agreement by contacting the Association. The undersigned hereby represents and warrants that, as of the date of execution hereof, the undersigned is the record owner of the Benefited Property. This Notice of Voluntary Lien constitutes a continuing lien upon the Benefited Property and shall continue in full force and effect until released by a properly recorded instrument executed by the Association.

DATED this _____ day of _____ 20____.

OWNER

STATE OF UTAH)
) ss.
COUNTY OF _____)

On this _____, day of _____, 20____, personally appeared before me _____, whose identity is personally known.

(Name of Document Signer)

APPENDIX H - CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SentryWest Insurance 3860 South 2300 East Salt Lake City, UT 84109	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED, IT MAY PERTAIN TO INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					PERSONAL & ADV INJURY \$ 1,000,000
B	AUTOMOBILE LIABILITY					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> ANY AUTO					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ALL OWNED AUTOS					
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					BODILY INJURY (Per person) \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					BODILY INJURY (Per accident) \$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					PROPERTY DAMAGE (Per accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OF FICER/MEMBER EXCLUDED? (Mandatory in NH)					EACH OCCURRENCE \$ 5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					AGGREGATE \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Preserve Homeowners Association is listed as Additional Insured

CERTIFICATE HOLDER The Preserve Homeowners Association c/o Greater Park City Properties PO Box 980845 Park City, UT 84098	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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ACORD 25 (2014/01)

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PRESERVE SUBMITTAL APPLICATION

Applicant to Complete the Information Below

Project Location

LOT #

STREET ADDRESS

Owner

NAME

MAILING ADDRESS

CITY STATE ZIP

PHONE

E-MAIL

Architect

FIRM / ARCHITECT

MAILING ADDRESS

CITY STATE ZIP

PHONE

E-MAIL

Contractor/Builder

FIRM

MAILING ADDRESS

CITY STATE ZIP

PHONE

E-MAIL

Enclosed Livable: _____ Sq. ft.

Enclosed Garage: _____ Sq. ft.

Enclosed Mechanical: _____ Sq. ft.

Total Enclosed Area: _____ Sq. ft.

Applicant

As Applicant, either as Owner or Owner's Agent, I have read and understand the Design Guidelines and the CC&R's concerning design and construction in The Preserve. I also acknowledge that the Design Review Fee is non-refundable.

APPLICANT'S SIGNATURE

PRINT NAME

DATE

APPENDIX J - DESIGN REVIEW FEES

Fees for the design review process and construction administration are as follows. Unless otherwise noted all fees are non-refundable and are due at the time of application.

New Residence Application Fee (This fee is due with the preliminary design review application and is non-refundable)	\$6,000
Construction Administration Fee (This fee is due prior to commencement of construction and is non-refundable.)	\$4,000
Construction Security Deposit (This fee is due prior to commencement of construction and is refundable upon satisfactory completion of the project. Upon satisfactory completion, the DRC will release \$10,000. The remaining \$5,000 will be refunded when the DRC determines that the landscaping is growing and established.)	\$15,000
Bitner Ranch Road Association Impact Fee (This fee is due prior to commencement of construction and is non-refundable. It will be payable by check written to the Bitner Ranch Road Association and submitted to the DRC.)	\$10,000
Building Envelope Relocation Assistance Fee (Phase 1 and 2 Lots)	\$2,500
Building Envelope Relocation Assistance Fee (Phase 3 Lots)	\$2,500
Remodels up to 500 square feet or Pre-purchase Consultation Fee	\$1,000
Remodels greater than 500 square feet will require a fee of	\$2,000

Fence Review Fee: this fee will apply if the fence application is made after the home has received its certificate of occupancy. The fee is \$750 and a bond of \$5,000 will be required.

Viewing Platform Fee: The fee is \$750 and a \$1,000 removal bond is required prior to its installation.

Guest Home and Barn Application Fee:

The Guest Home and Barn fees will be identical to the New Residence Application Fees when and only if the guest home or barn application is made after a certificate of occupancy has been granted for the primary residence.

APPENDIX K – CONSTRUCTION REGULATIONS AND FINES

The Preserve Lot Owner and Home Builder Rules and Regulations

1. The following rules and regulations shall apply to anyone engaged in construction work at The Preserve and are to be administered by the Preserve Construction Coordinator (PCC).
2. During the performance of work, construction dumpsters or trash containers will be maintained on a daily basis, including the cleanup of any material that has blown or fallen out of the facilities. The PCC may require the facilities to be covered if blowing trash is a problem. There will be no storage of these facilities in roadways or shoulders at any time without written permission from the PCC. At all times the lot contractor will keep the work site clean and free of debris, with no stockpiling of debris outside of one of these facilities. These facilities will be emptied regularly and are not allowed to remain full or overflowing. Such facilities must be removed when construction is completed, or construction is halted for more than 30 days. If deemed necessary, the PCC may require additional services.
3. At no time will storage of any kind be allowed in roadways or shoulders without written permission from the PCC. All building materials and equipment will be stored within the limits of disturbance.
4. No construction work may start before 7:00 a.m. or continue after 7:00 p.m. Vehicles greater than 25 feet in length are limited to the hours of 7 a.m. to 5 p.m Monday through Friday and 8 a.m. to 5 p.m. Saturdays. Please refer to item 25 below for further access restrictions. No construction work is to be conducted on Sundays or the following holidays: New Year’s Eve, New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day. Note that interior finish work may be allowed at any time with the permission of the PCC.
5. Concrete trucks will not be allowed to wash out in roadways and shoulders. The lot builder will be responsible to provide a wash site for the trucks within the limits of disturbance, and at no time allowing the material to leave the limits of disturbance.
6. All deliveries will conform to the above construction hours. If any staging equipment, materials, cranes and or concrete trucks etc. takes up more than one third of the road, you will be required to post signage and provide flaggers for the duration of the road use. At no time shall less than one full lane be available to traffic, and such traffic shall have priority. If at any time the road is temporarily blocked, the driver must remain in the vehicle.
7. All noise abatement laws of Summit County or the HOA will be adhered to during construction.
8. Construction site vehicles, equipment and employee vehicles will park within the designated parking areas only within the limits of disturbance or as otherwise specifically approved by the PCC. No overnight parking at any time.
9. Portable chemical toilet facilities must be in place at the time construction work is commenced and placed within the limits of disturbance. They cannot be stored on the roadway’s shoulders. They should be secured, and will be regularly serviced. Such facilities must be removed when construction is completed or construction is halted for more than 30 days. If deemed necessary, the PCC may require additional services.

Builder Initials _____

Page 1 of 3

10. No dogs or any other pets are allowed on the property.
11. No littering.
12. No drugs or alcohol will be allowed or tolerated.
13. At no time will hunting or firearms be allowed in The Preserve.
14. The construction site will be fenced and maintained by DRC direction or in conformance with Summit County Municipal Code, so as not to impact the adjacent areas.
15. Snow removal and storage will only be allowed within the limits of disturbance. At no time will the builder be allowed to remove or place snow on roadways and shoulders or adjacent lots or open space without specific permission from the PCC.
16. At any time, the PCC may require reasonable expanded site cleanup, to include roadways and open space surrounding the L.O.D.
17. The maximum speed limit in The Preserve is 20 mph and it will be strictly enforced. Violations of the speed limit will result in fines and loss of gate access to the Preserve. Vehicles greater than 25 feet in length are limited to 15 mph.
18. All construction traffic will access The Preserve from Bitner Ranch Road only and through the gate designated by the PCC for each construction site.
19. The Preserve Construction Rules and Regulations will be provided to and enforced by the general contractor.
20. All construction signage will conform to the design guidelines. Any signage not conforming to these regulations will be removed.
21. At no time will the removal or modification of the followings items be allowed: roadways, shoulders, guardrail, utilities and landscaping. The builder will be required to pay for any damage to these items.
22. Violations to The Preserve Home Builders Rules and Regulations will be subject to assessments through the CC&Rs by the PCC. The owner's security deposit will be the first source of payment for any assessment. Noncompliance assessments items shall be as follows:

First Violation	written warning
Second Violation	\$100
Third Violation	\$250
Fourth Violation	\$500

Next violation will result in closure of job site until appropriate remediation occurs.

23. Any removal of a live tree within an Owner's lot without DRC approval is subject to a \$1,000 fine per tree.
24. The PCC reserves the right to control vehicles within The Preserve at all times. Any infractions may lead to enforcement as follows:
 - 1st time offence will result in a written warning.
 - 2nd time offence may result in the loss of onsite parking privileges for up to 2 months.
 - 3rd time offence may result in the permanent loss of onsite parking and driving privileges and the assessment of fines to the Owner of the lot the vehicle is associated with.

Builder Initials _____

Page 2 of 3

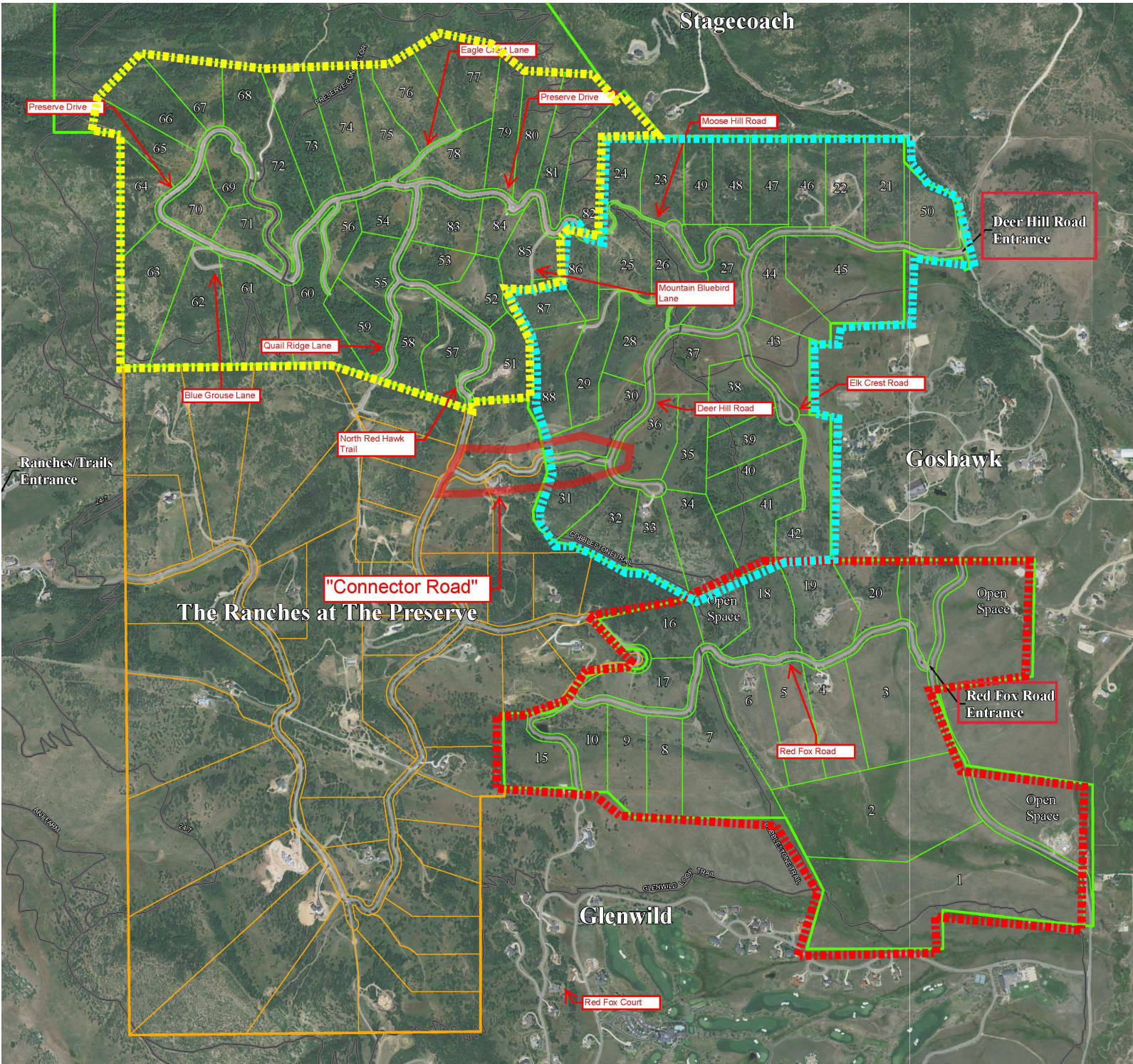
25. Construction Access Policy and Site Map:

The Preserve Construction Access Policy and Site Map

October 2022

- 1- Construction traffic access for **Phase 1 (Lots 3 through 20 -red outline on site map)** shall use the Red Fox Road gate for ingress and egress
- 2- Construction traffic access for **Phase 2 (Lots 21 through 45 and 29, 86, and 87-blue outline on site map)** shall use the Deer Hill Road gate for ingress and egress
- 3- Construction traffic access for **Phase 3 (Lots 51 through 85- yellow outline on site map)** shall use:
 - a. For construction vehicles that are **less than 25 feet in length** shall use the Deer Hill Road gate for ingress and egress
 - b. For construction vehicles that are **greater than 25 feet** shall use the Deer Hill Road gate for ingress and egress but **must use the Connector Road between Preserve Lots 30 and 31 for ingress and egress to the Phase 3 Lots.**
 - c. **Vehicles greater than 25 feet in length** are limited to the hours of 7 a.m. to 5 p.m. Monday through Friday and 8 a.m. to 5 p.m. Saturdays. The property manager may grant one-time exceptions to this limitation if it can be shown that it is a highly unusual circumstance.
- 4- Fines may be issued for non-compliance.

Builder Initials _____
Page 3 of 3



**SUMMIT COUNTY, UTAH
ORDINANCE NO. 936**

**AN ORDINANCE AMENDING THE SNYDERVILLE BASIN
DEVELOPMENT CODE SECTION 10-4-20: GENERAL REGULATIONS, LANDSCAPING**

PREAMBLE

WHEREAS, Utah Code Annotated (“UCA”) §17-27a-102(b) provides that counties can enact all ordinances that they consider necessary or appropriate to govern, among other things, landscaping; and,

WHEREAS, the goal of Chapter 5 of the Snyderville Basin General Plan is to encourage community site design techniques that promote sustainable land use practices by updating the landscaping regulations to allow for best practices that allow for the preservation of Summit County’s limited water resources; and

WHEREAS, In furtherance of this goal, §10-1-1 of the Snyderville Basin Development Code provides that The Snyderville Basin General Plan was developed to was developed “to ensure that the resort and mountain character of the basin is to be embraced and protected, while suburban development patterns, which erode the unique character of the basin, is discouraged and, to the extent possible, prohibited.” and,

WHEREAS, Summit County is in the midst of a severe and unprecedented drought; and

WHEREAS, because water is a limited resource in Summit County designing the landscape to conserve water is of great importance; and

WHEREAS, Conserving water in a landscaped area can be accomplished by selecting low water use plants, designing, and scheduling irrigation systems efficiently, grouping plants according to their water requirements, and using hardscaping materials appropriately to reduce the area requiring irrigation; and

WHEREAS, the Snyderville Basin Planning Commission held a public hearing on March 22, 2022; and

WHEREAS, the Snyderville Basin Planning Commission recommended adoption of the amended sections of the Snyderville Basin Development Code on March 22, 2022; and

WHEREAS, the Summit County Council held a public hearing on April 27, May 25, and June 22, 2022 and,

NOW, THEREFORE, the County Council of the County of Summit, State of Utah, ordains as follows:

Section 1. SNYDERVILLE BASIN DEVELOPMENT CODE The Snyderville Basin Development Code is amended as depicted in Exhibit A.

Section 2. **Effective Date.** This Ordinance shall take effect immediately after publication.

Enacted this 31st day of August 2022.

ATTEST:

Evelyn Furse
Evelyn Furse
Summit County Clerk

SUMMIT COUNTY COUNCIL

Christopher F. Robinson
Chris Robinson, Chair

APPROVED AS TO FORM

David L. Thomas
David L. Thomas
Chief Civil Deputy

VOTING OF COUNTY COUNCIL:

Councilmember Stevens	<u>Aye</u>
Councilmember Robinson	<u>Aye</u>
Councilmember Wright	<u>Aye</u>
Councilmember Armstrong	<u>Aye</u>
Councilmember Clyde	<u>Aye</u>



EXHIBIT A

PROPOSED AMENDMENTS TO CHAPTER 4

10-4-20: LANDSCAPING:

10-4-20-A Purpose: The purpose of these Landscape regulations is to promote water conservation and prevent water waste through the implementation of Xeriscape Landscaping Principles to ensure that the quality and character of the Landscaping in the Snyderville Basin reflects the high desert nature of the area. Landscaping should protect and enhance the community's environmental, economic, recreational, and aesthetic resources by promoting efficient use of water, reducing water waste, and establishing a structure for the design, installation, and maintenance of Xeriscape Landscaping Areas. Where possible, it is encouraged that Native Vegetation Areas be protected during construction and retained thereafter. The use of Turf should be limited to the greatest extent possible.

10-4-20-B Applicability:

10-4-20-B-1 New Development: All new development requiring a land use permit from the County shall comply with the provisions of this section.

10-4-20-B-2 Existing Development: All projects that increase the square footage of the footprint of an existing building or the parking requirement by twenty percent (20%) or more shall comply with the provisions of this section.

10-4-20-B-3 Exemptions: The following are exempt from the requirements of this section:

10-4-20-B-3(a) The use of water for agricultural purposes, including the irrigation of pastures and crops.

10-4-20-B-3(b) The use of water pursuant to water shares or water rights that are not held by a Public Water Supplier, provided that such water shares or water rights used to irrigate golf courses, parks, athletic fields and playgrounds shall comply with this title.

10-4-20-B-3(c) Ecological restoration projects that do not require a permanent irrigation system.

10-4-20-C Improvement Completion Assurance Required:

10-4-20-C-1 An Improvement Completion Assurance for Landscaping is required for Multi-Family Dwelling Units, and commercial, industrial, and institutional Landscapes.

10-4-20-C-2 The Improvement Completion Assurance shall be for one hundred and ten percent (110%) of the estimated cost of completion of the Landscaping. The Improvement

Completion Assurance is to ensure the proper installation and maintenance of the Landscape and irrigation system.

10-4-20-C-3 The Improvement Completion Assurance may be reduced to ten percent (10%) when the Community Development Director determines the Landscape has been adequately installed. This determination shall be based on a certificate of substantial completion issued by the contractor or landscape designer/landscape architect designer who prepared the Landscape Plan and shall indicate that the Landscape was installed correctly with healthy plants.

10-4-20-C-4 This remaining ten percent (10%) shall constitute the warranty under Utah Code 17-27a-604.5(3) and shall be for a period of two (2) years.

10-4-20-C-5 This Improvement Completion Assurance for Landscaping may be combined with the Improvement Completion Assurance for public infrastructure improvements and the Development Improvements Agreement set forth in Chapter 6 of this Title.

10-4-20-D Landscape Plan:

10-4-20-D-1 A Landscape Plan shall be required for all applicable development projects in accordance with 10-4-20-B. The Community Development Director is the Land Use Authority for the approval of all Landscape Plans. Modifications to Landscape Plans must be approved by the Community Development Director prior to installation of any Landscape improvements.

10-4-20-D-2 The Landscape Plan shall include the following information:

10-4-20-D-2(a) Site plan showing the location and identification of all significant native vegetation.

10-4-20-D-2(b) Site plan showing the location, size in square feet, and identification of all proposed Irrigated Landscape Areas, Hardscape Areas, Xeriscape Landscaping Areas, and Native Vegetation Areas. A summary table of this information shall appear on the site plan.

10-4-20-D-2(c) Quantity and size of all proposed plantings.

10-4-20-D-2(d) Site plan showing the location of all proposed stormwater detention and retention areas.

10-4-20-D-2(e) Irrigation plan, indicating the layout and details of the irrigation system.

10-4-20-E Standards: The Landscape Plan shall comply with the following standards:

10-4-20-E-1 Turf Area Restrictions:

10-4-20-E-1(a) In Single Family, Two Family, or Multi-Family developments, the Turf Area within the Irrigated Landscaped Area shall not exceed the lesser of 15% of the Irrigated Landscaped Area or 2,000 square feet.

10-4-20-E-1(b) In Commercial, industrial, or institutional developments, the Turf Area within the Irrigated Landscaped Area shall not exceed the lesser of 15% of the Irrigated Landscaped area or 250 square feet.

10-4-20-E-1(c) A list of plants that satisfy these requirements, thrive in the area, and are available to purchase locally may be obtained from the Community Development Director.

10-4-20-E-1(d) The use of Turf in narrow, small, or oddly shaped areas less than eight feet (8') wide, is prohibited.

10-4-20-E-1(e) The use of Turf on slopes greater than 15% is prohibited.

10-4-20-E-1(f) Turf shall be irrigated separately from other landscaped areas.

10-4-20-E-2 Environmental Considerations: The Landscape Plan shall demonstrate that plants are placed in the optimum location for water conservation, soil stabilization, and erosion control.

10-4-20-E-3 Landscape Watering Zones: Plants with similar water needs shall be grouped together. Areas Landscaped with high water use plants shall be separated from those with low and very low water usage.

10-4-20-E-4 Critical Lands: Existing plants within critical land areas, as defined in 10-4-3, shall be disturbed only at the Community Development Director's discretion. If slopes greater than thirty percent (30%) are disturbed, the area shall be Landscaped with deep rooting, water conserving plants for erosion control and soil stabilization.

10-4-20-E-5 Required Plants: All Landscapes shall use plants identified as being "water wise" or "low water" plants. A list of plants that satisfy these requirements, thrive in the area, and are available to purchase locally may be obtained from the Community Development Director.

10-4-20-E-6 Plant Substitutions: Landscaping shall be installed consistent with approved planting plans, but plant substitutions may be made provided that the substituted plants are of a similar plant type (bush-for-bush, tree-for-tree, etc.) and have a similar water need as the plant originally specified in the approved Landscape Plan.

10-4-20-E-7 Soil Amendment/Preparation: Where appropriate, the use of organic soil amendments or additives, such as aged compost, are encouraged.

10-4-20-E-8 Mulch: Mulch shall be installed and maintained at a minimum depth of three inches to four inches (3" - 4"). Fiber barriers and plastic sheeting that are not porous to air and water are prohibited.

10-4-20-E-9 Water Features: Unless it is a natural lake, pond, or stream, all water features such as fountains, ponds, reflecting pools, and other similar water features are prohibited.

10-4-20-E-10 Preservation of Existing Vegetation: To the extent possible, significant native vegetation shall be maintained on property and protected during construction. When allowed to be removed, based on an approved development permit, the native vegetation shall be replaced with Landscaping similar in type. To ensure survivability, replacement plantings may be smaller sized and slightly denser than the original. The Community Development Director may grant exceptions if it is found that replacement is impossible or would require excessive amounts of water.

10-4-20-E-11 Energy Conservation: When planting trees, the following should be considered:

10-4-20-E-11(a) To maximize the utility and production of solar panels, trees should be planted in locations that will not shade or obstruct solar panels on either the property or on adjacent properties.

10-4-20-E-11(b) To take advantage of potential summer shade and winter sun to heat or cool structures, most deciduous trees should be placed along the south, east and west sides of the structure.

10-4-20-E-11(c) To help insulate a building from cold and snow, most evergreen trees should be placed on the north side.

10-4-20-E-12 Hardscape Areas:

10-4-20-E-12(a) Decks, patios and walkways shall be constructed of permeable materials. Nonpermeable materials are prohibited.

10-4-20-E-12(b) Permeable Asphalt, pavers, concrete, aggregate, and grass paving are all allowed materials.

10-4-20-E-12(c) Loose aggregates like gravel, stones and pebbles may be used.

10-4-20-E-13 Parking Area Landscaping:

10-4-20-E-13(a) Internal Landscape shall equal at least fifteen percent (15%) of the total parking area.

10-4-20-E-13(b) The use of Turf within a parking area is prohibited.

10-4-20-E-13(c) Landscape islands shall be a minimum of nine feet (9') in width and shall be Landscaped with plants no more than four feet (4') in height or high canopy trees.

10-4-20-E-13(d) Internal Landscape shall be located so that pedestrians are not required to cross Landscaped areas without pathways to reach building entrances from parked cars. This should be achieved through proper orientation of islands and spaces.

10-4-20-E-13(e) Bioretention systems or other sustainable natural drainage systems which reduce the stormwater runoff created by the development and which promote infiltration of the generated stormwater into the subsurface are required. Such systems include stormwater planter strips, infiltration swales or trenches, stormwater curb extensions, rain gardens, etc. Exceptions to any standards within this section may be granted by the Community Development Director to accommodate the design of such systems.

10-4-20-F Irrigation System Requirements.

10-4-20-F-1 Automatic Controller. All irrigation systems shall include an WaterSense labeled smart irrigation controller with multiple programs, multiple repeat cycle capabilities to reduce runoff on slopes and soils with slow infiltration rates, and a flexible calendar program. All controllers shall be capable of utilizing an automatic rain shut-off device, and the ability to adjust run times.

10-4-20-F-2 Irrigation Zones and Use. Each irrigation zone/valve shall be used in a Landscape with similar site, slope and soil conditions and plant materials with similar watering needs.

10-4-20-F-3 Drip Irrigation. Drip emitters or bubblers with a filter and pressure regulator shall be used in areas where Turf is not used.

10-4-20-F-4 Time of irrigation. Zones with spray or stream sprinklers shall not be scheduled to operate between the hours of 10 a.m. to 7 p.m. in order to reduce water loss from wind and evaporation.

10-4-20-G Prohibition on Restrictive Covenants Requiring Uniform Plant Material Irrigated with Spray Irrigation:

10-4-20-G-1 Any Homeowners Association governing documents, such as bylaws, operating rules, covenants, conditions, and restrictions that govern the operation of a common interest development, are contrary to public policy and are thereby void and unenforceable if they:

10-4-20-G-1(a) Require Turf Areas in violation of this section;

10-4-20-G-1(b) Prohibit, or include conditions that have the effect of prohibiting, the use of Xeriscape Landscaping Areas; or

10-4-20-G-1(c) Have the effect of prohibiting or restricting compliance with this section.

10-4-20-H Penalty: This section may be enforced using the Administrative Code Enforcement Hearing Program, Summit County Code Title 1, Chapter 13. A violation of this section shall be punishable by a civil fine of not less than \$500, which shall accrue daily until the violation is corrected. The County Attorney reserves the right to enforce these regulations using any of the remedies provided for in Utah law.

Add the following definitions to Section 10-11-1: DEFINITIONS

HARDSCAPE AREAS: The portion of the Landscaping comprised of water features, benches, artificial grass/turf, walls, decorative ornaments, concrete, asphalt, decorative rocks and boulders, Mulch, curbing, planters or other like materials that are not of a vegetative nature.

IMPROVEMENT COMPLETION ASSURANCE: The financial assurance for completion of all Landscaping consistent with Utah Code §17-27a-604.5.

IRRIGATED LANDSCAPED AREAS: Those portions of the property upon which turf, trees, shrubs, other plant and vegetative materials are proposed to be installed and maintained and which require artificial irrigation but excluding Native Vegetation Areas.

LANDSCAPE OR LANDSCAPING: The treatment of the surface of a property with Irrigated Landscaped Areas, Xeriscape Landscaping, and/or Hardscape Areas.

LANDSCAPE PLAN: The site plan(s) which are required in 10-4-20-D.

MULCH: Any material such as bark, wood chips, crushed rock, or other materials left loose and applied to the soil.

NATIVE VEGETATION AREAS: Those portions of the property left undeveloped in their naturally vegetated state.

PUBLIC WATER SUPPLIER: An entity that meets the requirements of Utah Code § 73-1-4(1)(b)

PUBLIC WATER SYSTEM: A water system owned by a Public Water Supplier.

TURF: A surface layer of earth containing mowed grass with its roots, requiring irrigation.

TURF AREAS: Those spaces proposed to be covered with Turf.

XERISCAPE LANDSCAPING AREAS: Landscaping installed based upon Xeriscape Landscaping Principles.

XERISCAPE LANDSCAPING PRINCIPLES: Landscaping which limits Turf; provides for efficient irrigation systems; uses soil amendments and Mulches to improve water holding capacities; uses drought tolerant plants that can survive on low or minimal water usage; utilizes decorative Hardscape Areas; and provides for appropriate and timely maintenance.