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Diane H. Banks, Esq.  
Fabian & Clendenin  
215 S. State St., #1200  
Salt Lake City, UT 84111

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RANDALL A. COVINGTON  
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**MASTER DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR  
THE VISTAS AND CEDAR POINT SUBDIVISIONS  
AT SUMMIT RIDGE  
  
A PLANNED COMMUNITY DEVELOPMENT  
IN  
SANTAQUIN, UTAH**

Superseding the Master Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Summit Ridge dated December 6, 2000 specifically including Approved Subdivision Plats Recorded as The Vistas and Cedar Point Subdivisions

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THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SUMMIT RIDGE (the "Master Declaration") is made on this 7<sup>th</sup> day of April, 2006, by Summit Ridge Communities, LLC, a Utah limited liability company as both ("Declarant") and ("Land Owner").

**RECITALS:**

A. Declarant holds fee title to certain real property more particularly described on Exhibit A attached hereto and incorporated by this reference (the "Property"), and desire to enter into this Master Declaration to establish development parameters for the Property.

B. A planned community development known as SUMMIT RIDGE (the "Project") will be developed on the Property as shown on the Summit Ridge Development Plan to be created and later attached hereto as Exhibit B. The Project contains neighborhood areas and commercial areas and will include a mixture of single-family, multi-family, commercial, industrial and recreational uses.

C. In furtherance of a common plan of development for the Project, Declarant intends to adopt these master covenants, conditions and restrictions affecting the Property and to reserve easements across certain portions of the Property, all of which shall run with the title to the Property.

D. Declarant has created the SRC Master Association to which Declarant in due course will delegate and assign (i) the powers of owning, maintaining and administering the Common Elements of the Project (defined below), (ii) the duties of administering and enforcing this Master Declaration, and (iii) the duties of collecting and disbursing the assessments and charges hereinafter created in connection with the operation, maintenance, repair and replacement of the Common Elements and the functions and obligations of the Master Association created hereunder.

E. Declarant or the purchaser of any portion of the Property may create separate condominium associations (each, a "Condominium Association") covering the multi-family, commercial and industrial portions of the Project, which Condominium Associations will maintain common areas (separate from the Common Elements) within the boundaries of those projects, and provide for the management and operation of the Condominium Association, administer and enforce the terms of the applicable condominium declaration (each, a "Condominium Declaration"), and levy and collect assessments, including assessments of the Master Association allocated to the Condominium Association by this Master Declaration.

## ARTICLE 1

### General

1.1 General Purposes. Declarant intends to develop the Property as a community to be known as Summit Ridge which will contain neighborhood and commercial areas which will include a mixture of single-family, multi-family, commercial, industrial, and recreational uses. Declarant intends that this Master Declaration establish and provide for the continued maintenance of the Project as an attractive and desirable community.

1.2 Densities and Entitlements. The densities and entitlements for the Project are generally defined in the Annexation and Development Agreement affecting the Property and other adjacent land dated December 6, 2000 between all land owners and the City of Santaquin, which declaration sets forth the right to develop the Project to include up to Two Thousand Five Hundred Ninety Eight (2,598) residential units, plus 1,800,000 square feet of commercial and industrial buildings. Declarant intends to develop the Project pursuant to those rights and any other development rights hereafter obtained. More particularly, and subject to possible reallocations of residential density, the Project will consist generally of the following:

- (a) Single Family Residential Detached Homes;
- (b) Multi-Family Uses; and
- (c) Commercial Uses.

1.3 Master Association and Neighborhood Associations. Declarant has created the SRC Master Association as a Utah non-profit corporation. The members of the Master Association will be Declarant, Condominium Associations and the Owners of Lots or Multifamily Complexes. The votes shall be allocated among those Members as set forth in Section 3.5 below. Declarant or the Owners of Lots in any Neighborhood may also create a voluntary Neighborhood Association of Lot Owners, but such association shall not have any

voting rights hereunder. Declarant intends to delegate and assign the power of owning, maintaining and administering the Common Elements and the duties of administering and enforcing this Master Declaration and of collecting and disbursing the assessments and charges hereinafter created to the Master Association. All Condominium Associations and Neighborhood Associations shall be subject to this Master Declaration, and the Condominium Declaration or other governing document of any such associations shall not be more lenient than the restrictions imposed herein.

1.4 Dedication. In order to further the general purposes stated above, Declarant hereby declare that all of the Property shall at all times be owned, held, sold, conveyed, occupied, used, and enjoyed subject to the provisions of this Master Declaration and to the covenants, conditions, restrictions, equitable servitudes, reservations, easements, assessments, charges, and liens provided, referred to or incorporated herein, all of which shall run with the land and all of which shall burden, benefit, and be binding upon Declarant and all other persons or entities having any right, title or interest in the Property or any portion thereof, and their respective successors, assigns, heirs, devisees and personal representatives.

1.5 Right to Develop. The foregoing notwithstanding, no provision of this Master Declaration is intended or shall be construed to prevent or limit the rights to develop the Project and to exercise the rights reserved by Declarant as hereinafter provided.

## ARTICLE 2

### Definitions

2.1 Unless otherwise expressly provided herein, capitalized words and phrases used in this Master Declaration shall have the following meanings:

“Annexation and Development Agreement” shall mean that certain agreement described in Section 1.2.

“Articles” shall mean the Articles of Incorporation of the Master Association, as such Articles may be amended from time to time.

“Base Common Assessment” shall have the meanings set forth in Section 3.16.

“Board” shall mean the Board of Trustees of the Master Association, elected in accordance with the Articles and Bylaws of the Master Association.

“Bylaws” shall mean the Bylaws of the Master Association, as such bylaws may be amended from time to time.

“Capital Improvement Assessment” shall mean the charge against each Owner and the Owner’s Lot or Multifamily Housing Complex and, if applicable, against each Condominium Association and each Unit, representing the portion of the costs to be paid to the Master Association for the installation, construction or reconstruction of any capital improvement on any portion of the Common Elements which the Master Association may from time to time authorize.

“Change in Control Date” shall mean the date on which the Declarant is no longer entitled to vote at least 2/3 of the votes in the Master Association.

“City” means Santaquin City, a third class city of the State of Utah.

“Commercial Lot” shall mean any Lot<sup>o</sup> which is designated for the purpose of conducting a commercial business, whether or not a business is operating thereon.

“Commercial Space” shall mean the Improvements on any Commercial Lot, Commercial Unit or other area which may be used, leased, or rented for the purpose of conducting commercial business. Commercial Space includes, without limitation, areas used for retail or wholesale sales, industrial uses, restaurants, barber and beauty shops, fitness facilities, child care facilities, warehouse facilities, real estate sales facilities and recreational activity sales offices.

“Commercial Unit” shall mean a condominium unit to be used as Commercial Space.

“Common Assessment” shall mean the charge against each Owner and the Owner’s Lot, Unit or Multifamily Housing Complex, or a Condominium Association, representing the portion of the Common Expenses which is to be paid by such Owner or other obligor to the Master Association, as more particularly set forth in Section 3.9.

“Common Elements” shall mean all the real property, improvements, facilities and equipment owned and/or managed by the Master Association. The Common Elements shall exclude all property dedicated to the City and the common areas of any Neighborhood except to the extent covered by an easement in favor of the Master Association. Because Declarant intends to dedicate all roads, bridges, paths, trails, street lights, open space areas, entry features, storm water facilities and detention basins to the City, there will be limited Common Elements in the Project. To the extent any improvements are not so dedicated, the Common Elements will include, without limitation the common elements shown on any subsequent recorded Plat to the extent of the Master Association’s interest therein, roads, walkways, paths, hiking and bicycle trails, street lights, signs, open space areas, landscaping and landscaping improvements, basins, bridges, retaining walls, drainage devices, swales, storm water conveyance facilities, detention basins, communications systems, electronic or fiberoptic network or any security system operated by the Master Association for the benefit of Owners.

“Common Expenses” shall mean the expenses (including allocations for Reserves) incurred or assessed by the Master Association in fulfilling its duties.

“Condominium Association” means an association created under the Condominium Ownership Act, the members of which are condominium unit owners, and the Condominium Association collectively represents its Unit Owners within the Master Association through its membership in the Master Association. A Condominium Association has voting rights as a unit and its members have no independent voting rights. A Condominium Association is assessed as a unit based on the total number of units in that association. A Condominium Association does not exist for assessment or voting purposes unless and until a condominium project within the Neighborhood is created by the recording of a survey map.

“Condominium Declaration” shall mean the declaration of covenants, conditions and restrictions and reservation of easements for a particular Condominium Association, as such declaration may be amended from time to time.

“Declarant” shall mean Summit Ridge Communities, LLC, a Utah limited liability company, and its successors and assigns to whom it assigns, in whole or in part, the rights of Declarant hereunder by an express written assignment. Declarant may convey all or a portion of the Property for purposes of development with or without assigning its rights as Declarant under this Declaration. Each Neighborhood Association may have a separate declarant for the purposes of any neighborhood declaration or Condominium Declaration without affecting Declarant’s rights hereunder.

“Declarant Control Period” shall mean the period commencing on the date on which the Master Association is formed and ending on the Change of Control Date.

“Design Guidelines” shall mean the Summit Ridge Communities Design Guidelines, adopted by the Board in accordance with the Bylaws and this Master Declaration, as amended from time to time.

“Design Review Committee” shall mean the Design Review Committee for the Project created pursuant to Section 6.1 hereof.

“Developed Parcel” shall mean any parcel of land within the Project which has been platted with a Plat separating such parcel into Lots.

“Guest” shall mean any family member, tenant or invitee of an Owner, or any family member, tenant or guest of such a person or of the Master Association.

“Improvement” shall mean all structures and appurtenances thereto of every type and kind, including, without limitation, buildings, out-buildings, walkways, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, tennis courts, antennae, satellite dishes, flag poles, curbs, covered walks, swimming pools, landscaping, hedges, windbreaks, planting, planted trees and shrubs, and related fixtures and equipment.

“Individual Assessment” shall mean the charge against a particular Owner and the Owner’s Lot, Unit or Multifamily Housing Complex equal to (i) the charge to such Owner for particular items, services, or benefits provided by the Master Association at such Owner’s request, or (ii) the costs incurred by the Master Association for corrective action performed pursuant to the provisions of this Master Declaration, plus interest thereon and fees (including attorney’s fees) and costs.

“Land Owner” shall mean Summit Ridge Communities, LLC as Declarant.

“Lot” shall mean a Residential Lot or Commercial Lot as shown on a Plat.

“Master Association” shall mean the SRC Master Association formed by Declarant under the Utah Non-Profit Corporation and Cooperative Association Act, and such association’s successors and assigns.

“Master Declaration” shall mean this Master Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements, as amended from time to time.

“Master Rules” shall mean the Master Rules and Regulations for the Project adopted by the Board in accordance with the Bylaws, as amended from time to time.

“Member” shall mean a member in the Master Association including the Land Owners (so long as such Owner owns any land within the Project), the Owner of any Lot, the Owner of a Multifamily Housing Complex, a Condominium Association and the Declarant during the Declarant Control Period.

“Mortgage” shall mean any mortgage or deed of trust or other conveyance of a Lot or Unit given to secure the performance of an obligation, and which will be void and reconveyed upon the completion of such performance. The term “deed of trust” or “trust deed” when used herein shall be synonymous with the term “Mortgage”.

“Mortgagee” shall mean a person to whom a Mortgage is made and shall include the beneficiary of a deed of trust. The term “first Mortgagee” shall include any Mortgagee who, by virtue of the Owner’s Mortgage holds a first and prior lien upon any Lot, Unit or Multifamily Housing Complex superior to the lien of any other Mortgagee.

“Mortgagor” shall mean a person who mortgages any portion of the Property including any Lot, Unit or Multifamily Housing Complex to another (i.e., the maker of a Mortgage), and shall include the trustor of a deed of trust.

“Multifamily Housing Complex” shall mean any residential multifamily housing improvement containing more than four residential units, excluding any Condominium Unit. A Multifamily Housing Complex does not exist for assessment or voting purposes until a certificate of occupancy for such complex has been issued

“Neighborhood” shall mean any separate subdivision or development phase within the Project or well-defined area generally identified in the Summit Ridge Development Plan.

“Neighborhood Association” shall mean any association of Lot or Unit Owners created for a purpose or function not inconsistent with the Master Declaration. A Neighborhood Association has no right to vote collectively and its members have independent voting rights as otherwise determined by this Declaration and not related to membership in the Neighborhood Association.

“Open Space Area” shall mean a portion of the Property that is the subject of a use Restriction and specifically identified on recorded Plats or recorded Use Restrictions within the Project.

“Overall Special Assessment” shall mean the charge against each Owner and the Owner’s particular Lot, and, if applicable against each Condominium Association and each Unit, and each Multifamily Housing Complex representing the portion of the costs to be paid by the Owner or

other obligor to the Master Association for unbudgeted expenses or expenses in excess of those budgeted.

“Owner” shall mean the person holding title of record to any Lot or Unit or Undeveloped Parcel or a parcel on which a Multifamily Housing Complex is constructed within the Project, including the Land Owners and buyers under executory contracts of sale, but excluding those persons having such interest merely as security for the performance of an obligation. For purposes of being obligated to pay assessments levied by this Master Declaration, the term “Owner” shall refer only to Owners of Lots, any Multifamily Housing Complex or a Condominium Association, and not Declarant or Land Owner. Owners of Units shall not be members of the Master Association but shall be members of Condominium Associations and shall be assessed by and vote in connection with those Condominium Associations.

“Plans and Specifications” shall mean plans and specifications to be submitted to the Design Review Committee as provided in Section 6.2.

“Plat” shall mean a recorded subdivision plat or record of survey map covering commercial or residential Lots separate unimproved parcels of land, or any Multifamily Housing Complex on the Property.

“Project” shall have the meaning set forth in the Recitals above.

“Property” shall have the meaning set forth in the Recitals above.

“Public Rights” shall mean the rights of the public to use the portions of the Property dedicated to the City and the Common Elements on the Property to the extent described herein or in any recorded instrument reflecting such public rights over any portion of the Property.

“Reserves” shall mean those reserves anticipated in Section 3.9 below.

“Residential Lot” shall mean a Lot for single family residential use, whether or not a residence is constructed thereon.

“Residential Unit” shall mean a Unit to be used for residential, rather than commercial purposes.

“Summit Ridge Development Plan” shall mean the Summit Ridge Development Plan for the Project as the same may be amended from time to time. The Summit Ridge Development Plan to be attached as Exhibit B for general reference purposes only and is not intended to set forth the final approved configuration of all elements of the Project.

“Trail” shall mean a bicycle, hiking trail or foot path situated on the Property.

“Undeveloped Commercial Unit” shall mean 1,800,000 square feet of commercial density (or such additional amounts as may hereafter be permitted by the City) allocated to a specific position of the Property and which has not been included in a recorded Plat other than a plat creating an Undeveloped Parcel or which is a record of survey map. Undeveloped Commercial Units are used for the purpose of identifying certain voting and other rights of

Declarant and shall be voted by Declarant as set forth in Section 3.5(c). As of the date of this Master Declaration, the total Undeveloped Commercial Units is 1,800,000 square feet. When a Developed Parcel is created the number of Undeveloped Commercial Units shall be reduced by the number of Commercial Lots or Units covered by the recorded Plat.

“Undeveloped Parcel” shall mean a parcel designated for future development on a recorded Plat, which identifies the number of Undeveloped Residential Units or Undeveloped Commercial Units to be allocated to each such parcel.

“Undeveloped Residential Unit” shall mean a unit of residential density allocated to a specified portion of the Property and which has not been included in a recorded Plat other than a plat creating an Undeveloped Parcel or included in a record of survey map. Undeveloped Residential Units are used for the purpose of identifying certain voting and other rights of Declarant and shall be voted by Declarant as set forth in Section 3.5(c). As of the date of this Master Declaration, the total number of Undeveloped Residential Units on the Property is 2,598. When a Developed Parcel is created, the number of Undeveloped Residential Units shall be reduced by the number of Residential Lots or Residential Units covered by the recorded Plat or map, or if none, as indicated in the Summit Ridge Development Plan.

“Unit” shall mean a ‘condominium unit’ on the Property as that term is defined in the Utah Condominium Ownership Act. The term “Unit” includes Commercial Units and Residential Units unless otherwise specified.

“Use Restriction” shall mean any dedication, conservation easement, open space preservation agreement or other restriction of use by which Declarant or the Master Association dedicates a certain portion of the Property for continued use as open space and/or for outdoor recreational uses, as the same may be amended from time to time.

## ARTICLE 3

### SRC Master Association

3.1 Relationship of Associations. The SRC Master Association shall be the Master Association for the Project and shall do such things as are within its powers and as may reasonably be required to maintain the Project and its Common Elements as an attractive and desirable community. A separate Condominium Association will be formed for any portion of the Property containing Condominium Units, and Declarant or the Owners of Lots within any Neighborhood shall have the right to form a Neighborhood Association for the Neighborhood, but such Association shall not have membership in the Master Association separate from any independent membership right of any of its members under this Master Declaration. The duties and powers of the Master Association shall relate to the Property as a whole, while the duties and powers of a particular Condominium Association or Neighborhood Association shall relate only to the portion of the Property within such association.

3.2 Duties and Powers of Master Association. The Master Association, acting through the Board, shall have the powers and duties provided in the Articles and Bylaws and such additional powers as shall be reasonable and necessary for the Master Association to accomplish the purposes of this Master Declaration, including those set forth in this Article 3.



3.3 Operation and Maintenance. The Master Association shall be responsible for the operation, management, regulation, maintenance, repair and replacement of the Common Elements, if any, except to the extent any such functions are assumed by another entity. In addition, the Master Association may operate, manage, maintain, and repair other areas and facilities within the Project as the Board may determine to be in the best interests of the Owners and the Project generally and to the extent necessary to comply with any maintenance agreements entered into between Declarant or the Master Association and any governmental entity.

3.4 Membership in the Master Association.

(a) Membership Classes. Every Owner of a Lot in the Project and each Owner of a Multifamily Housing Complex shall be a Class A Member of the Master Association. Each Condominium Association shall be a Class B Member of the Master Association. Declarant shall be a Class C Member in the Master Association for so long as it holds any Developed Parcel or Undeveloped Parcel.

(b) Class A Membership Appurtenant. The Class A membership of an Owner of a Lot shall not be assignable, except to the successor-in-interest of the portion of the Property owned by such Owner, and every Class A membership in the Master Association shall be appurtenant to and may not be separated from the fee ownership of such Lot or Multifamily Housing Complex. Ownership of a Lot or Multifamily Housing Complex shall be the sole qualification for Class A membership in the Master Association.

(c) Transfer of Class A Membership. The Class A membership held by any Owner shall not be transferred, pledged, encumbered or alienated in any way, except upon the sale of the property giving rise to such membership, and then only to the purchaser of such property. Any attempt to otherwise transfer or sever a Class A Membership shall be null and void, and will not be reflected upon the books and records of the Master Association. In the event an Owner shall fail or refuse to transfer the Class A membership registered in the Owner's name to the purchaser of such property upon transfer of fee title thereto, the Board shall have the right to record the transfer upon the books of the Master Association. The Board shall have the right to charge a reasonable Specific Assessment against any Owner, and the Owner's Lot, equal to the cost to the Master Association of effectuating any such transfer of the Owner's Class A membership upon the books of the Master Association.

3.5 Voting Rights. The three (3) classes of membership in the Master Association shall be entitled to the following voting rights.

(a) Class A. Every Owner of a Residential Lot and any Commercial Lot on which a business is not yet operating (excluding Declarant) shall be a Class A Member and shall be entitled to one (1) vote in the Master Association with respect to each such Lot. The Owner of any Multifamily Housing Complex shall be entitled to one (1) vote for each five units therein for which a certificate of occupancy has been issued. The Owner of any Commercial Lot on which a business is operating, shall be entitled to one vote for each 10,000 square feet of structural improvements on a Commercial Lot for which a certificate of occupancy has been issued.

When more than one Person owns any Lot ("co-owner"), all such co-owners shall be Members and may attend any meetings of the Master Association, but only one such co-owner shall be entitled to exercise the vote to which the Lot is entitled. Such co-owners may from time to time all designate in writing one such co-owner to vote. Where no voting co-owner is designated or if such designation has been revoked, the votes for such Lot shall be exercised as the majority of the co-owners of the Lot mutually agree. Unless the Board receives a written objection from a co-owner, it shall be conclusively presumed that the voting co-owner is acting with the consent of the other co-owners. No votes shall be cast for any Lot where the majority of the co-owners present in person or by proxy and representing such Lot cannot agree to said vote or other action. All agreements and determinations lawfully made by the Master Association in accordance with the voting procedures established herein, or by the Bylaws, shall be deemed to be binding on all Owners, their successors and assigns. The voting and non-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly owned Lot. Said voting rights shall be subject to the restrictions and limitations provided in the Master Declaration and in the Articles and Bylaws.

(b) Class B. The votes of each Condominium Association shall be cast by authorized representatives of the Condominium Association, which representatives shall be entitled to attend any meetings of the Master Association. Any residential Condominium Association shall be entitled to one (1) vote in the Master Association for each five condominium units and any commercial Condominium Association shall be entitled to one vote in the Master Association for each 10,000 square feet of structural improvement on the property in that association for which certificates of occupancy have been issued. The votes of each Condominium Association may be cast in total or split at the discretion of the Condominium Association.

(c) Class C. Declarant shall be a Class C Member of the Master Association and shall be entitled to one vote for (i) each Residential Lot or Undeveloped Residential Unit held by Declarant, (ii) one vote for each 20,000 square feet of any Undeveloped Commercial Unit, or (iii) one vote for each 10,000 square feet of structural improvements on a Commercial Lot held by Declarant for which a certificate of occupancy has been issued. The Class C membership with respect to any such property shall terminate with respect to any such interest at the time of transfer or conveyance of affected property from Declarant to a third party. It is the intention of Declarant that Declarant shall be entitled to exercise all votes arising on account of all portions of the property owned by Declarant.

3.6 Voting Requirements. Unless a greater than simple majority of the membership is specified as being required in the Articles or unless any decision is specified in the Bylaws or this Master Declaration as requiring the approvals of a particular class of Members, any provision requiring the vote or approval of the Members shall require the approval of a simple majority of all Members votes present in person or by proxy at a meeting of the Members at which a quorum is present. In the event any provision of this Master Declaration or the Articles or Bylaws requires the approval of a particular class of membership of the Master Association such requirement shall be deemed to require a simple majority of all votes of the class present in person or by proxy at a meeting of the Members at which a quorum of the class is present.

3.7 Notice and Quorum. Written notice of any meeting called for the purpose of taking any action by the Members shall be sent to all Members (who have provided a written notice of address to the Master Association) not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At each meeting called, the presence of the Members or of proxies entitled to cast fifty-one percent (51%) of all votes of the Master Association (or all votes of a particular class of Membership, if applicable) eligible to be cast at said meeting shall constitute a quorum as to all Members (or that class of membership). If the required quorum is not present, another meeting may be called by giving not less than ten (10) days notice in advance of the meeting, and the required quorum at the subsequent meeting shall be twenty-five percent (25%) of the voting power of the entire membership or membership class in question. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

### 3.8 Administration and Enforcement.

3.8.1 Master Association. The Master Association shall have the power to:

- (a) Grant easements or rights-of-way required by utilities to serve the Project.
- (b) Employ or contract with a manager to perform all or any part of the duties and responsibilities of the Master Association, and delegate its power to committees, officers and employees.
- (c) Take such actions as may reasonably be necessary or desirable to comply with and enforce the Use Restrictions.
- (d) Contract with such Persons as may reasonably be necessary or desirable to effectuate the purposes of this Master Declaration, including, without limitation, contractors to collect and dispose of solid waste and refuse, contractors to operate a shuttle or other transportation system within the Project, contractors to maintain the landscaping, contractors to provide security services, and the like.
- (e) Own and maintain or dedicate Open Space Areas, and grant and impose restrictive covenants, conditions, restrictions, recreational and trail easements and conservation easements with respect to Open Space Areas owned by the Master Association.
- (f) Take such actions as may reasonably be necessary or desirable to enforce the terms and provisions of the Articles, the Bylaws, this Master Declaration, Design Guidelines, or any Neighborhood Declaration, including, without limitation, the power to:
  - (i) After thirty (30) days' written notice, without being liable to any Owner or Neighborhood Association, enter upon any Lot, Unit or Neighborhood common area, for the purpose of enforcing by peaceful means the provisions of this Master Declaration, the Design Guidelines, or any Neighborhood Declaration or Condominium Declaration, or for the purpose of maintaining or repairing any such Lot, Unit or common area if for any reason whatsoever the Owner thereof or other responsible person fails to maintain or repair any such Lot, Unit or common area as required by this Master Declaration.

(ii) After thirty (30) days written notice, without being liable to any Owner, enter upon any Lot, Unit or common area, for the purpose of removing any fire hazard on any Lot, Unit or common area which the Owner or other responsible person fails or refuses to remove immediately.

(g) Health and Safety. Neither Declarant nor the Master Association have any obligation to provide services for the maintenance of health and safety within the Project, but the Master Association may, in its sole discretion and with no duty or obligation to do so, provide such services including, without limitation, providing facilities, services, and/or personnel for fire protection, emergency, medical services, security, the collection and disposal of solid waste and refuse, and animal control.

(h) Insurance. The Master Association shall maintain such policy or policies of liability and fire insurance with respect to the Common Elements and personal property owned by the Master Association as provided herein.

(i) Assessments. The Master Association shall levy and collect all assessments as provided herein.

(j) Rules and Design Guidelines. The Master Association shall adopt and may from time to time amend Master Rules and Design Guidelines for the Project in order to effectuate this Master Declaration and the purposes of the Project.

(k) Transportation. The Master Association may provide facilities, services, and/or personnel for the operation of shuttle and other transportation to, from, and within the Project.

(l) Recreation. The Master Association may provide, operate, and maintain recreational facilities and programs for Owners and guests including, without limitation, clubhouses, spa facilities, trails, and other recreational amenities.

(m) Promotion and Marketing. In addition to the Declarant, the Master Association may conduct programs that do not conflict with the Declarant, for the promotion of the Project as an attractive and desirable community.

(n) Telecommunications Systems and Access. The Master Association may provide security systems and monitoring services, satellite and cable television facilities and services, other telecommunications systems and access to communications programming within the Project, including internet access via cable or telephone facilities, other audio or video program services, and other telecommunications devices.

3.9 Assessments. The Master Association shall have the right to levy and collect Common Assessments, Individual and Overall Special Assessments and Capital Improvement Assessments as provided in this Section. Assessments on Units may be levied on and delivered to the Condominium Association or to individual Unit Owners, at the discretion of the Master Association, so long as duplicate levies are not made. Unless specified otherwise herein, any reference in this Section 3.9 to assessment of a Unit shall also be deemed to include the Condominium Association. Notwithstanding anything in this Master Declaration to the contrary,

Declarant and the portions of the Property owned by Declarant shall not be subject to any assessment except as set forth in Section 3.11.

(a) Purpose of Common Assessments. The Common Assessments levied by the Master Association shall be used to promote the common health, safety, benefit, recreation and welfare of the Owners, to meet any obligations imposed on, incurred or assumed by the Master Association, to cover costs, including overhead and administrative costs, for the operation of the Association and the operation, management, maintenance, repair, and replacement of the Common Elements, and to establish impound accounts as may be required by any governmental entity. The Common Assessments may also be used to establish adequate Reserves for maintenance, repair, and replacement of the Common Elements. Common Assessments shall be levied against each Lot, Unit or Multifamily Housing Complex and the Owner thereof, and shall be payable in such manner and at such times, including monthly or quarterly installments, as the Board may determine.

(i) Basis of Common Assessments. The total Common Assessments shall be based on advance estimates of cash requirements by the Master Association to provide for payment of all estimated expenses growing out of or connected with the operation of the Association and the operation, management, maintenance, and repair of the Common Elements, which estimates may include, among other things, expenses of snow removal, taxes, special assessments, premiums for all insurance which the Master Association is required or permitted to maintain pursuant thereto, repairs and maintenance, wages for Master Association employees, compensation of a manager, legal and accounting fees, the creation of reasonable Reserves, surplus and/or sinking funds for the replacement of capital items and other purposes, and any other expenses and liabilities which may be incurred by the Master Association for the benefit of the Owners. Common Assessments shall be made on a calendar year basis. The amount of the Common Assessments shall be initially proposed by the Board, and from and after the Change in Control Date shall be presented to a meeting of the Owners for approval. Notice of the proposed assessment for the ensuing year shall accompany the notice of the meeting, and shall be mailed to each Owner (who has provided a written notice address to the Master Association) not later than thirty (30) days prior to the date set for said meeting. Said notice shall also set forth the estimated Base Common Assessment for each Owner for the calendar year covered by said assessments, determined as provided in Section 3.16. Common Assessments representing particular cost items may, but shall not be required to, be allocated to particular Residential or Commercial Lots, Units or Multifamily Housing Complex, depending on the extent of benefit received by the particular Lots, Units or Multifamily Housing Complex in question (as determined by the Board in the exercise of its discretion), and therefore, Common Assessments may not be the same for all Lots or all Units. Prior to the Change in Control Date the Master Association shall, at least thirty (30) days prior to any change in assessments, mail notice of any revised assessment to each Owner who has provided a written notice address to the Master Association.

(ii) Reserves. Common Assessments may include reasonable amounts as determined by the Board collected as Reserves for the future periodic maintenance, repair and replacement of all or a portion of the Common Elements, or for any other purpose as determined by the Board. All amounts collected as Reserves, whether pursuant to this Section or otherwise, shall be deposited by the Board in a separate bank account to be held in trust for the purposes for which they are collected. Said amounts shall be segregated from and not commingled with any

other funds of the Master Association. Such Reserves shall be deemed a contribution to the capital account of the Master Association by the Members.

(b) Purpose of Individual Special Assessments. Special Assessments levied by the Master Association shall be levied against a particular Lot, Unit or Multifamily Housing Complex and the Owner thereof, to cover costs, including overhead and administrative costs, for:

(i) Providing particular services, items, or benefits to a Lot, Unit or Multifamily Housing Complex at the request of the Owner thereof such as snow removal, landscape maintenance, and handyman services, and which assessments may be levied in advance of providing such special services.

(ii) Enforcing any provision of the Articles, Bylaws, this Master Declaration, any Neighborhood Declaration, the Master Rules, or the Design Guidelines against any Owner (including the imposition of any fine or lien), or of bringing any Lot, Unit or Multifamily Housing Complex into compliance with such requirements.

(iii) Maintenance, repairs, or replacements of or within the Common Elements arising out of or caused by the willful or negligent act or omission of an Owner or Condominium Association or the guests of any of them.

(c) Purpose of Overall Special Assessments. Overall Special Assessments shall be levied from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Except as otherwise provided in the Articles, Bylaws, or in this Master Declaration, from and after the Change in Control Date, the Overall Special Assessment shall require the affirmative vote or written consent of a majority of Members. Overall Special Assessments shall be levied against each Lot or Unit and the Owner thereof, to each then existing Multifamily Housing Complex and shall be payable in such manner and at such times, including installments over time, as the Board may determine.

(d) Purpose of Capital Improvement Assessments. A Capital Improvement Assessment may be levied from time to time for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement of or upon the Common Elements, including fixtures and personal property related thereto; provided, however, that from and after the Change in Control Date, any such assessment in excess of One Hundred Thousand Dollars (\$100,000) shall require the affirmative vote or written consent of a majority of Members. Capital Improvement Assessments shall be levied against each Lot, Unit, Multifamily Housing Complex or Condominium Association and the Owner thereof and shall be payable in such manner and at such times, including installments over time, as the Board may determine.

3.10 Creation of the Lien and Personal Obligation of Assessment. Each Owner, for each Lot, Unit or Multifamily Housing Complex owned by it, hereby covenants and agrees, and each Owner of any such property, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Master Association all Common Assessments, Individual Special Assessments, Overall Special Assessments, and Capital Improvement Assessments levied as provided herein, and each such assessment together with interest, costs and reasonable attorney's fees for the collection thereof, shall be a charge on

the property and shall be a continuing lien upon such property against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The Master Association shall have lien rights on each individual Unit in a Condominium Association, which rights shall be superior to the lien rights of the Condominium Association; and the lien rights of each Condominium Association to lien the property of individual Unit owners are hereby assigned to the Master Association.

3.11 Adjustment of Assessments. Until the Change in Control Date, Declarant shall be responsible for any difference between the amount collected from assessments and the expenditures of the Master Association; provided that Declarant's liability for assessments shall be limited to the amount that would have been imposed on land owned by Declarant subject to this Master Declaration. In the event that a Plat is recorded, the Board shall have the power to make equitable and reasonable adjustments in the amount of assessments (or installments thereof) so as to take into account any increases in assessments payable to the Master Association resulting from the inclusion of any new Lot, Unit, Multifamily Housing Complex or Condominium Association.

3.12 No Offsets. All assessments shall be payable in the amount specified by the assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that (i) the Master Association is not properly exercising its duties and powers as provided in this Master Declaration, or (ii) an Owner or Condominium Association has made or elects to make no use of the Common Elements.

3.13 Homestead Waiver. Each Owner, to the extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this Master Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of Utah now in effect from time to time hereafter.

3.14 Limitations on Certain Increases in Common and Overall Special Assessments. Any provision of this Master Declaration to the contrary notwithstanding, the Board shall not in any fiscal year of the Master Association after the Change in Control Date, without the affirmative vote or written consent of a majority of all Member votes, levy a Common Assessment per Lot or Overall Special Assessment against each Lot or Unit which, when aggregated as to all Lots and Units, is more than ten percent (10%) greater than the Common Assessment for such Lot or Unit for the immediately preceding fiscal year of the Master Association. The foregoing to the contrary notwithstanding, the Board may increase Common Assessments and Overall Special Assessments which are subject to the foregoing limitations in an "emergency situation" which is defined as any one of the following: (i) an extraordinary expenditure or the increase of an impound account balance required by order of court or any governmental entity with jurisdiction on any portion of the Project; (ii) an extraordinary expenditure necessary to operate, repair or maintain the Common Elements or any other property for which the Master Association is responsible where a threat to personal safety on the Common Elements or on such other property is discovered or where the expenditure is required as a condition to the confirmation of insurance on any portion of the Project or required by a governmental entity or an agreement with a governmental entity (including without limitation the operation and maintenance of traffic controls and gates); and (iii) an extraordinary expenditure necessary to repair or maintain the Common Elements or any other property for which the

Master Association is responsible that could not have been reasonably foreseen by the Board in preparing its budget (however, prior to the imposition and collection of an assessment under this Subsection (iii), the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the Members with the notice of the assessment).

3.15 Multiple Assessments Levied Against Lot Resulting from Merger or Combination. Whenever two or more adjacent Lots of an Owner are combined, then the resulting combined new Lot shall be considered a single Lot for all purposes except that for voting and assessments purposes it shall be assessed as two Lots and shall have two Class A Memberships appurtenant to the combined Lot.

3.16 Common Assessments. The Board shall set a base common assessment amount for each calendar year (the "Base Common Assessment") determined pursuant to the provisions of Section 3.9 above. The Base Common Assessment shall be charged and adjusted as follows:

(a) Residential Lots. The Base Common Assessment shall be assessed on all residential lots. For lots greater than 20,000 square feet but less than 40,000 square feet, the Base Common Assessment may be increased by 25%. For lots in excess of 40,000 square feet, the Base Common Assessment may be increased by 50%.

(b) Commercial Lots. The Base Common Assessment shall be assessed on all commercial lots up to one acre. For lots exceeding 1 acre, the Base Common Assessment will be increased by 5% for each acre in excess of the one acre minimum up to a maximum of 70% for a Lot consisting of 15 or more acres.

(c) Condominium Units. The Master Association shall set and assess a separate Base Common Assessment for Condominium Units, both residential and commercial.

(d) Multifamily Housing Complex. The Master Association shall set and assess a separate Base Common Assessment for Multifamily Housing Complexes.

3.17 Date of Commencement of Assessments. Common and other assessments shall commence on the earlier of (i) the first day of the month following the day that is 30 days after the recording of a Plat, or (ii) one year following the transfer of any Undeveloped Parcel by Declarant to a third party. The first Common Assessment shall be adjusted according to the number of months remaining in the fiscal year of the Master Association. In the event the amount budgeted to meet Common Expenses for the then current fiscal year proves to be excessive in light of the actual Common Expenses, the Board in its discretion may either reduce the amount of Common Assessments or may abate collection of Common Assessments as it deems appropriate. Nothing in this Section shall require the Board either to abate or reduce the amount of Common Assessments. Notwithstanding the foregoing, an abatement or reduction in Common Assessments shall only be permitted during a particular fiscal year if the same does not result in a reduction of the quantity or quality of services by the Master Association from those contemplated by the Common Expenses budget for that particular fiscal year.



3.18 Reports to Members. The Board shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Master Association for each calendar year, and shall cause to be distributed a copy of each such statement to each Member. The Board shall prepare and distribute to the membership of the Master Association at the time of delivery of notice of each proposed Common Assessment pursuant to Section 3.9, a written, itemized estimate of the expenses to be incurred by the Master Association during such year in performing its functions under this Master Declaration, less any expected income and accounting for any surplus from the prior year's assessments.

3.19 Excess Funds. At the end of any calendar year of the Master Association, the Board may determine that all excess funds of the Master Association, over and above the amounts used for any purpose, may be returned to the Members proportionately, or may be retained by the Master Association and used for Reserves, to supplement any required impound account or to reduce the following year's Common Assessments.

3.20 Remedies for Non-payment of Assessments: Any installment of a Common Assessment, Overall Special Assessment, or Capital Improvement Assessment not paid by an Owner within thirty (30) days after the due date shall bear interest from the due date of such installment to the date paid at the rate of three percent (3%) over the prime rate published by The Wall Street Journal or as otherwise reasonably determined by the Master Association. If any installment of an assessment is not paid within thirty (30) days after it is due, the Owner responsible thereof may be required further by the Board to pay a late charge of Five Dollars (\$5.00) or five percent (5%) of the amount of the delinquent installment, whichever is greater. The Master Association may bring a legal action of law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or by abandonment of the Owner's property.

(a) Notice of Default. No action shall be brought to enforce any assessment lien herein, unless at least thirty (30) days have expired following the date of Notice of Default is deposited in the United States mail, postage prepaid, to the Owner of the Lot, and a copy thereof has been recorded by the Master Association in the office of the appropriate County Recorder. Said Notice of Default must recite a good and sufficient legal description of the Lot, the record Owner or reputed Owner thereof, the amount claimed (which may at the Master Association's option include interest on the unpaid assessment at eighteen percent (18%) per annum, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant. Such Notice of Default shall be signed and acknowledged by an officer of the Master Association, and said lien shall be prior to any declaration of homestead recorded after the date on which this Master Declaration is recorded. The lien shall continue until fully paid or otherwise satisfied.

(b) Foreclosure Sale. Any sale provided for above may be conducted by the Board, its attorney or other persons authorized by the Board in accordance with the provisions of the Utah Code Annotated, 1953 as amended, applicable to the exercise of powers of sale in deeds of trust, by foreclosure as a mortgage, or in any other manner permitted by law. The Master Association, through duly authorized agents, shall have the power to bid at foreclosure sale, and to acquire and hold, lease mortgage and convey the same.

(c) Curing of Default. Upon the timely curing of any default for which a Notice of Default was filed by the Master Association, the offices of the Master Association shall record an appropriate Release of Lien, upon payment by defaulting Owner of a fee, to be determined by the Master Association to cover cost of preparing and recording such release and all other costs incurred by the Master Association.

(d) Certificate as to Indebtedness. A certificate executed and acknowledged by any two (2) members of the Board stating the indebtedness secured by the liens upon any Lot created hereunder shall be conclusive upon the Master Association and the Owners as to the amount of such indebtedness as the date of the certificate, in favor of all persons who rely thereon in good faith.

(e) Cumulative Remedies. The assessment liens and the rights of foreclosure and sale hereunder shall be in addition to and not in substitution for all other rights and remedies which the Master Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

3.21 Title to the Common Elements. Upon recording of a subdivision plat creating any individual lot in an Undeveloped Parcel, Declarant or the Owner, as the case may be, hereby agrees that it will convey or assign (where Declarant or the Owner owns less than fee title) all of its right, title and interest in and to the Common Elements for the Undeveloped Parcel to the Master Association, free and clear of all encumbrances and liens, except for the following:

- (a) Easements, conditions and reservations set forth in this Master Declaration or any Plat.
- (b) Any use restrictions;
- (c) Liens for taxes and assessments;
- (d) the terms of other easements, and reservations interest in the Owner's chain of title, excluding financial liens; and
- (e) The Public Rights.

3.22 Taxes on Common Elements. Taxes or assessments levied or assessed against or upon the Common Elements shall be paid by the Master Association and shall constitute a portion of Common Expenses. Each Owner shall execute such instruments and take such action as may be reasonably specified by the Master Association to obtain separate real estate tax assessments on the Owner's property. If any taxes or assessments may, in the opinion of the Master Association, nevertheless be a lien on more than one Lot or Multifamily Housing Complex, such taxes or assessments may be paid by the Master Association, and each Owner shall be obligated to pay or reimburse the Master Association for, as the case may be, the taxes and assessments assessed by the County Assessor or other taxing authority against the Owner's property.

3.23 Damage or Destruction to Common Elements. Damage to or destruction of all or any portion of the Common Elements shall be handled in the following manner, notwithstanding any provision in this Master Declaration to the contrary:

(a) In the event of damage or destruction to any Common Element, and if the insurance proceeds are sufficient to effect total restoration, then the Master Association shall cause such Common Element to be repaired and reconstructed substantially as it previously existed.

(b) If the insurance proceeds are insufficient to effect total restoration, then the Master Association shall cause such Common Element to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Capital Improvement Assessment against each of the Owners, in accordance with the provisions of this Master Declaration.

3.24 Loan to Master Association. Notwithstanding anything in this Master Declaration to the contrary, the Declarant shall be permitted to make a loan to the Master Association for purposes of funding all expenses of the Master Association prior to the collection of sufficient funds from assessments to pay such expenses. Such loan shall be made on commercially reasonable terms and at an interest rate not to exceed the prime rate as quoted in the Wall Street Journal on the date of the loan. Any such loan shall be evidenced by a promissory note, and Declarant is hereby authorized to execute such note on behalf of the Master Association.

3.25 Withdrawal from Declaration. Notwithstanding anything in this Master Declaration to the contrary, the Declarant may transfer any portion of the Property to any 501(c)(3) corporation free and clear of this Master Declaration by so indicating in the deed conveying such Property.

## ARTICLE 4

### Easements and Third Party Rights

4.1 Easements Reserved by Declarant. Declarant hereby reserves the easements provided in this Section 4.1.

4.1.1 Construction Easements and Related Rights. Declarant hereby reserves for the benefit of Declarant and the Master Association these rights from time to time.

(a) to construct, maintain, repair and replace any improvements necessary or required for the full development of the Project on property owned by Declarant, on the Common Elements and on portions of Lots or any Multifamily Housing Complex outside of the building areas of such property designated on the Plat and on any property dedicated to the City;

(b) to establish and use nonexclusive perpetual utility and other easements, leases, permits or licenses on, over, upon, across, above, under and through the Common Elements for uses including, but not limited to access roads, paths, sidewalks and Trails; any facilities necessary or used for transit purposes, including means of transportation to,

from and within the Project; clubhouses; shuttle stops and related structure and signage; mailbox structure; gardens, sprinkler systems and other landscaping changes, improvements and appurtenances (including without limitation, removal of trees and other vegetation subject to any necessary governmental approvals); ponds and water tanks; drainage facilities; monuments; recreational area and facilities; parking areas; ducts, shafts and flues; conduit installation areas (including any fiber optic network); storage facilities for supplies and equipment; earth walls and other road way supports; lights; signage; and

(c) to create other interests, reservations, exceptions and exclusions for the best interest of the Master Association and for the benefit of any Owner or all Owners; provided that any such action taken and any easement, lease, permit or license, interest, reservation, exception or exclusion established does not unreasonably impair the use of the Common Elements or the building areas of Lots designated on the Plat for their respective intended purposes.

4.1.2 Landscaping and Drainage Easements. Declarant hereby reserves for itself and the Master Association an easement across the Property except the portions thereof occupied by Improvements and within all Common Elements;

(a) to revegetate, beautify or maintain portions of the Property located adjacent to road rights of way;

(b) to beautify and maintain portions of the Property to the extent necessary, in Declarant's judgment, to mitigate through landscaping, any potential negative visual impact of the Project;

(c) to revegetate portions of the Property in order to control erosion, to beautify the Property or to restore Property to a natural condition after damage by natural or man-made causes;

(d) to preserve, improve, maintain, restore and revegetate natural and man-made storm drainage ways across the Property, including the building areas of the Property which include drainage ways, and to manage water in those drainage ways if necessary; and

(e) to construct, operate, maintain, repair and replace storm detention and water quality structures on the Property, including within the building areas of Lots or Units where necessary to adequately control surface water.

No Owner of a Lot or Unit shall interfere with the established drainage pattern over the Owner's Lot or Unit. For purposes of this Master Declaration, "established drainage" on any Lot or Unit is defined as the drainage pattern and facility in existence at the time that such Lot or Unit is conveyed to a purchaser by Declarant.

This paragraph reserving rights to landscape or revegetate shall not create an obligation on the part of Declarant or the Master Association to landscape or revegetate any portion of the Property. Further, in the event any such landscaping or revegetation is undertaken by Declarant or the Master Association, the Declarant or the Master Association shall not be obligated to guarantee the survival of or to maintain any landscaping or vegetation installed.

4.1.3 Easements for the Benefit of Owners. Declarant hereby reserves for the benefit of all the Owners, the following described perpetual non-exclusive easements, and over the Common Elements, for the use and enjoyment of the Lots and Units in accordance with this Master Declaration: easements, including any necessary access rights for the installation, maintenance and repair of utilities and services whether publicly or privately supplied, for drainage over, across and upon adjacent Lots and Units for water from normal use of adjoining Lots, for the installation and maintenance of Trails, for the construction, maintenance and repair of earth walls, slopes, retaining walls and other Common Element supports, and for installation, maintenance and repair of other Common Elements structures and improvements. Such easements may be used by Declarant, its successors, and the Master Association for such purposes reasonably necessary for the use and enjoyment of the Lots and Units and the Common Elements. Declarant further expressly reserves for the benefit of the Master Association easements of access, ingress and egress, over the Lots and Units and the Common Elements, for the purpose of maintaining, repairing and installing water and other utility lines, sewer pipelines and laterals if necessary, in accordance with the provisions of this Master Declaration, and as otherwise provided by law. Declarant also reserves any other easements referred to on any Plat as reserved by Declarant or for the benefit of the Master Association or for the use and enjoyment of Owners of Lots or Units.

4.1.4 Easements for Offices. Declarant hereby reserves the right to construct and maintain offices, prefabricated structures, booths or other structures for administrative, sales and promotional purposes.

4.2 Easements for Benefit of Master Association. Declarant hereby grants to the Master Association, its licensees, invitees, lessees, successors and assigns, a nonexclusive, perpetual easement on, over, upon, across, above, under and through the Property and each portion thereof to (i) exercise any right held by the Master Association under this Master Declaration or any other association documents, and (ii) perform any obligation imposed upon the Master Association by this Master Declaration or any other association documents. Notwithstanding the foregoing, the Master Association shall not enter upon any Lot or Unit without reasonable prior notice of the Owner of the Lot or Unit, except in cases of emergency.

4.3 Other Easements. The Property shall be subject to the following additional easements:

(a) Easements on Plats and of Record. The Property shall be subject to all easements shown on the Plat, and to all easements of record.

(b) Easements for City and County Public Service Use. Declarant hereby reserves and covenants for itself and all future Owners within the Project, easements for city, county, state and federal public services, and for public utilities, including but not limited to, the right of the police to enter upon any part of the Common Elements for the purpose of enforcing the law.

(c) Cable Television. Declarant hereby reserves easements in, upon, over, across and through the Property for the installation of a cable television and/or antenna system, and a fiber optic network, together with the right to cause the Master Association or the City to

own all improvements, facilities and equipment thereof including but not limited to any building thereof, equipment therein, pipes, cables, lines and conduits thereof, and any antenna thereof mounted on or in the vicinity of such building (including dish-antenna), and also together with the right to grant and transfer such easements; provided, however, such easements shall not unreasonably interfere with the use and enjoyment by the Members of, or ingress to or egress from or access to, their Lots or Units or the Common Elements.

4.4 Nature of and Creation of Easements. Unless otherwise set forth herein, any easement reserved in this Declaration shall be deemed to be nonexclusive, and each easement in favor of an Owner shall be deemed to be appurtenant to and for the benefit of the Lot or Unit owned by such Owner. Any and all easements reserved in this Declaration shall be deemed to be in full force and effect upon recordation of this Declaration whether or not referred to, reserved and/or granted in any instrument of conveyance.

## ARTICLE 5

### Owners' Property Rights and Obligations

5.1 Owners' Easements of Enjoyment. Every Owner and the Owner's Guests shall have a non-exclusive right and easement of ingress and egress and of enjoyment in, to and over the Common Elements which right and easement shall be appurtenant to and shall pass with the title of each said Owner's Lot or Unit, subject to the following provisions:

- (a) The right of the Master Association to establish uniform rules and regulations pertaining to the use of the Common Elements and any facilities thereon.
- (b) The Public Rights.
- (c) The covenants, restrictions and requirements of the Use Restrictions.
- (d) The right of the Master Association in accordance with the Articles, Bylaws and this Master Declaration, to borrow money for the purpose of improving the Common Elements and in aid thereof, and to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights so granted by the Master Association shall be subordinated to the rights of the Owners hereunder.
- (e) The right of the Master Association to suspend the voting rights and rights to use the Common Elements, except for ingress and egress to the Owner's Lot or Unit, by an Owner for any period during which any assessment against the Owner's Lot or Unit remains unpaid and delinquent, and for a period not to exceed thirty (30) days for any single infraction of the Master Rules.
- (f) Prior to the Declarant Control Period the right of the Master Association to dedicate, release, alienate, lease or transfer all or any part of the Common Elements to any public or private entity, agency, authority or utility for such purposes deemed acceptable by Declarant, and thereafter subject to such conditions as may be agreed to by 66% of all Member votes.

(g) The right of the Master Association to reconstruct, replace or refinish any improvement or portion thereof upon the Common Elements.

(h) The right of the Master Association to plant and maintain trees, shrubs, ground cover and other vegetation upon any portion of the Common Elements or on the Lots under Section 4.1(b).

(i) The right of the Owner of the mineral estate underlying any part of the Property to exercise the Owner's reserved rights with respect thereto.

(j) The right of Declarant to convey any portion of the Common Elements to the City prior to the Declarant Control Period.

5.2 No Exemption from Liability. No Owner may exempt himself or herself from personal liability for assessments to be levied by the Master Association, nor release the Lot or Unit or other property owned by him or her from the liens and charges thereof, by waiver of the use and enjoyment of the Common Elements or the facilities thereon or by abandonment of the Owner's Lot or Unit.

5.3 Maintenance Obligations of Owners. Subject to the duty of the Master Association to provide for maintenance as provided in Article 3, it shall be the duty of each Owner, at the Owner's sole cost and expense, subject to the provisions of this Master Declaration regarding Design Review Committee approval, to maintain, repair, replace and restore the Owner's Lot or Unit in a neat, sanitary and attractive condition. In the event that any Owner shall permit any Improvement, which it is the responsibility of such Owner to maintain, to fall into disrepair or not to be so maintained so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Master Declaration, the Board shall have the right, but not the duty, upon thirty (30) days' prior written notice to the Owner of such Lot or Unit, to correct such condition and to enter upon such Owner's Lot or Unit to make such repairs or to perform such maintenance and the cost thereof shall be charged to the Owner. Said cost shall be a Specific Assessment and shall create a lien enforceable in the same manner as other assessments set forth in this Master Declaration.

## ARTICLE 6

### Design Control

6.1 Design Review Committee. The Design Review Committee shall consist of not less than three (3) members. The term of office shall be two (2) years commencing July 1 of each year; provided, however, that the terms of the initial members of the Design Review Committee shall commence on their appointment and continue through July 1 of year three (3). The Committee shall consist of a chair and two other members selected annually by the Declarant. From and after the date on which Declarant holds less than 50% of the Lots, the Design Review Committee shall have two additional members selected annually by the Board of the Master Association. At such time as ninety percent (90%) of the total number of the permitted Units and lots are subdivided and sold or on the twentieth anniversary of the date hereof, whichever comes later, the chair and four members of the Design Review Committee shall be selected by the Board. In addition to its five members, the Design Review Committee

may utilize professional consultants including an architect, a landscape architect, and a civil engineer. These professional consultants shall be jointly nominated and selected by the Board of the Master Association. The Design Review Committee shall have and exercise all of the powers, duties and responsibilities set out in this Master Declaration. The Design Review Committee shall meet on such schedules as may be established by the Chairman of the Design Review Committee. A majority of its Members shall constitute a quorum and the majority vote of a quorum present at the meeting shall be sufficient to approve action. Meetings may occur telephonically and actions may be approved by unanimous written consent of all Committee Members.

6.2 Approval by Design Review Committee. All Improvements within the Project are subject to review and approval by the Summit Ridge Design Review Committee. The Design Review Committee shall consider the materials to be used on the external features of said buildings or structures, including exterior colors, harmony of external design and existing structures within the Project, the building bulk or mass of said buildings or structures within the Project, the building bulk or mass of said buildings or structures, the location with respect to topography, existing trees and finished grade elevations, and harmony of landscaping with the natural setting and surroundings, the visibility and impact by the general public and adjacent land owners and shall ascertain whether the Improvements conform to the Design Guidelines then in effect, this Master Declaration, and the applicable Neighborhood Declaration. The complete Plans and Specifications must be submitted and will be reviewed in accordance with the process described in the Design Guidelines. In the event of a conflict between the Design Guidelines and the applicable regulations or ordinances of any governmental entity having jurisdiction, the latter shall prevail.

6.3 Fee. The Design Review Committee may charge such fee or fees for its review of Plans and Specifications as shall be determined from time to time by the Board or as provided in the Design Guidelines. Such fee or fees shall be reasonable in relation to the work performed and shall be applied uniformly.

6.4 Inspection by Design Review Committee. The Design Review Committee shall have the authority and right at any time and from time to time at any reasonable hour to inspect Improvements under construction for the purpose of determining whether the same comply in all respects with the applicable Plans and Specifications as approved by it, but it shall have no duty to make such inspections.

6.5 Variances. The Design Review Committee has the authority to deviate from the requirements contained in the Design Guidelines in extenuating circumstances, when following this Master Declaration or the applicable Neighborhood Declaration would create an unreasonable hardship or burden for an Owner. An affirmative vote of two-thirds (2/3) of the members of the Design Review Committee must be gained for a variance to be granted. The Design Review Committee does not, however, have authority to allow deviation from the requirements of the city or county having jurisdiction over the subject property.

6.6 General Requirements. The Design Review Committee shall exercise its best judgment to see that all improvements, construction, landscaping, and alterations on the lands within the Project conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siting, height, topography, grade and finished



grade elevation in keeping with the Design Guidelines, this Master Declaration and any applicable Neighborhood Declaration.

6.7 Ultimate Responsibility. Each Owner shall at all times conform and comply with all approved Plans and Specifications for the Improvements on such Owner's Lot and otherwise conform and comply in all respects with the Design Guidelines, this Master Declaration, and any applicable Neighborhood Declaration, as well as with all applicable laws, ordinances, building codes, rules, regulations, orders and the like of any governmental agency having jurisdiction.

6.8 Plans. The Design Review Committee shall disapprove any plans submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

6.9 Written Records. The Design Review Committee shall keep and safeguard complete written records of all applications for approval submitted to it (including one set of all Plans and Specifications so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument which records shall be maintained for a minimum of five years after the approval or disapproval.

6.10 Procedure of Appeal. In the event Plans and/or Specifications submitted to the Design Review Committee are disapproved or deemed disapproved, the Owner may appeal such disapproval or deemed disapproval in writing to the Board; provided, however, a written notice of appeal specifying the grounds for appeal consisting of any alleged failure by the Design Review Committee to properly apply the Design Guidelines or provisions of this Master Declaration shall be received by the Board not more than thirty (30) days following such disapproval or deemed disapproval. Within thirty (30) days following receipt of such notice of appeal, the Board shall render a written decision determining whether the Design Review Committee properly applied the Design Guidelines, or the provision of this Master Declaration. In the event the Board fails to render such decision within said thirty (30) day period, such disapproval or deemed disapproval of the Design Review Committee shall be deemed to have been affirmed by the Board.

6.11 Non-Liability of Design Review Committee Members. Neither Declarant, the Design Review Committee, any member thereof, nor any duly authorized representative thereof shall be liable to the Master Association, any Neighborhood Association, or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Design Review Committee's duties hereunder unless due to the willful misconduct or bad faith of the Design Review Committee. The Design Review Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, solely on the basis of compliance with the Design Guidelines, this Master Declaration, any applicable Neighborhood Declaration, aesthetic considerations, and the overall benefit or detriment which would result to the immediate vicinity and the Project generally. The Design Review Committee shall take into consideration the aesthetic aspects of the designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes. This clause shall be inapplicable to the extent necessary if any, to actually obtain insurance coverage required by Article 8.

6.12 Variance in Exterior Appearance and Design in Event of Reconstruction. Any Owner whose Lot or Unit has suffered damage may apply for approval to the Design Review Committee for reconstruction, rebuilding or repair of the Owner's Lot or Unit in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for such approval shall be made in writing together with full and complete Plans and Specifications showing the proposed reconstruction and the end result thereof. The Design Review Committee shall grant such approval only if the design proposed by the Owner would result in a finished structure in compliance with the then applicable Design Guidelines.

## ARTICLE 7

### Restrictions on all Property

7.1 Zoning Regulations. No lands within the Property shall ever be occupied or used by or for any building or purpose or in any manner which is contrary to the Annexation and Development Agreement, this Master Declaration, or the applicable Neighborhood Declaration.

7.2 No Mining, Drilling or Quarrying. Except as approved in writing by the Master Association, no Owner shall conduct mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, on the surface of the Property.

7.3 No Business Uses. Except as approved in writing by the Master Association, the Residential Lots and Residential Units within the Project shall be used exclusively for residential living purposes, including condominium and related facilities for overnight stay, such purposes to be confined to approved residential buildings within the Project. No Residential Lots or Residential Units within the Project shall ever be occupied or used for any commercial or business purposes provided, however, that nothing in this Section 7.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Residential Lot or Residential Unit owned by Declarant as a sales office or model, or (b) any Owner or the Owner's duly authorized agent from renting or leasing said Owner's Residential Unit for residential use or, in the case of hotel or lodge Units, overnight accommodations, (c) any home business use approved by the Master Association, or (d) the use of Commercial Space or a Commercial Lot for commercial purposes.

7.4 Restriction of Signs. With the exception of (i) two signs no larger than 2' X 3' to be erected by any building on any Lot identifying any service provided in connection with development of that Lot and/or (ii) one sign no larger than 4' X 6' for the Owner to advertise the Owner's Lot or Unit for sale, no signs or advertising devices which are not approved in writing by the Design Review Committee in accordance with the Design Guidelines shall be permitted on single family residences, including, without limitation, commercial, political, informational or directional signs or devices except (a) as necessary to identify ownership of the Lot or Unit and its address; (b) as necessary to give directions; (c) to caution or warn of danger; or (d) as may be required by law. Any approved signs shall be located as a location approved by the Design Review Committee. The Design Review Committee may develop comprehensive sign regulations. Notwithstanding the foregoing, the Declarant may erect such signs in a size and color as it deems appropriate for the advertising and sale of the Project.

7.5 Restrictions on Animals. No animals other than ordinary household pets may be kept or allowed to remain on any Lot or Unit. Such ordinary household pets may not be kept or allowed to remain on any Lot or Unit unless and until written authorization is obtained from the Board, and no more than two ordinary pets shall be allowed on any Lot or Unit. The Board, in its sole discretion, shall have the right to revoke such authorization at any time in its sole discretion and shall have the power to require any Owner or Guest to remove any animal or other pet belonging to it which is not disciplined or which constitutes an undue annoyance or a danger to other Owners, their Guests, or others.

7.6 Underground Utility Lines. All water, gas, electrical, telephone, and other permanent utility lines within the limits of the Property must be buried underground and may not be exposed above the surface of the ground.

7.7 Service Yards. All equipment, service yards or storage piles on any Lot or Unit shall be kept screened by approved planting or fencing so as to conceal them from the view of neighboring Lots and Units, access roads and area surrounding the Property. The service yards shall be approved in advance by the Design Review Committee in accordance with any applicable provision of the Design Guidelines.

7.8 Maintenance of Property. All Lots and Units and all improvements on any Lot or Unit shall be kept and maintained by the Owner thereof in clean, safe, attractive and sightly condition and in good repair.

7.9 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot or Unit nor shall anything be done or placed on any Lot or Unit which is or may become a nuisance or cause significant embarrassment, disturbance or annoyance to others.

7.10 No Hazardous Activities. No activities shall be conducted on any Lot or Unit and no improvements shall be constructed on any Lot or Unit which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property and no open fires shall be lighted or permitted on the Property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

7.11 No Unsightliness. No unsightliness shall be permitted upon any of the Property. Without limiting the generality of the foregoing, (a) any unsightly structures, facilities, equipment, tools, boats and vehicles other than automobiles shall be enclosed within an approved building or appropriately screened from view at the side or rear of a residence or business as approved by the Master Association, except equipment and tools when in actual use for construction, maintenance or repairs; (b) except as set forth in (a) above, no trailers, mobile homes, tractors, truck campers or trucks other than pickup trucks shall be kept or permitted to remain upon the Property for a period in excess of 14 days; (c) no vehicle, boat or equipment shall be constructed, reconstructed, repaired or abandoned upon the Property; (d) no lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scrap shall be kept, stored or allowed to accumulate on the Property, except in approved service yards meeting the requirements of Section 7.7 and any requirements of the Design Guidelines and the Design

Review Committee; (e) refuse, garbage and trash shall be placed and kept at all times in a covered container and such container shall be kept within an enclosed structure or appropriately screened from view; (f) hanging, drying or airing of clothing or household fabrics shall not be permitted on Lots or Units if visible from the street, buildings, Lots, Units, or areas surrounding the Property.

7.12 No Annoying Lights, Sounds or Odors. No light shall be emitted from any Lot or Unit which is unreasonably bright or causes unreasonable glare or does not comply with the Master Rules or Design Guidelines; no sound shall be emitted from any Lot or Unit which is unreasonably loud or annoying, including without limitation, speakers, horns, whistles, bells or other sounds devices, except security and fire alarm devices used exclusively to protect the Property or improvements thereon; and no odors shall be emitted from any Lot or Unit which are noxious or offensive to others.

7.13 Master Rules. No Owner shall violate the Master Rules adopted from time to time by the Master Association or rules adopted from time to time by any Neighborhood Association. No such rules shall be established which violate the intention or provisions of this Master Declaration or which shall unreasonably restrict the use of any Lot or Unit by the Owner thereof. In the case of any conflict between the provisions of the Design Guidelines and this Declaration, the Design Guidelines shall govern. In the case of any conflict between the provisions of any Condominium Declaration or Neighborhood Declaration, this Declaration shall govern.

7.14 Drainage. No Owner shall have the right to alter or obstruct the then normal flow of runoff water or storm drainage into, from or across any of the Lots or Units in the absence of specific approval of the Design Review Committee and the City.

7.15 Trails. No Owner shall have the right to alter or obstruct the maintenance, use or enjoyment of any Trail adjacent to any Lot or Unit.

7.16 Parking. Parking of vehicles shall be allowed only in parking areas approved by the Design Review Committee.

7.17 Protection of Vegetation. Vegetation shall be placed and maintained on all Lots and in the common areas of all condominium projects as provided in the Design Guidelines and the landscaping plan approved by the Design Review Committee.

7.18 Excavations. Except for excavations made in the exercise of reserved mining rights (see Section 5.1(i) above), no excavation shall be made on lands subject to any Plat or Development Parcel Plant without the approval of the Design Review Committee and any governmental entity with jurisdiction over such activity.

Insurance

8.1 Common Elements. The Master Association shall maintain fire and extended coverage insurance for no less than one hundred percent (100%) of the maximum insurable value of insurable improvements on the Common Elements. The insurance coverage shall name as the insured the Master Association for the benefit of the Owners. Premiums for all insurance carried by the Master Association are Common Expenses and shall be included in the Common Assessment made by the Master Association.

8.2 Fidelity Coverage. The Master Association shall maintain fidelity coverage against dishonest acts on the part of managers, trustees, employees or volunteers responsible for handling funds collected and held for the benefit of the Members. The fidelity bond or insurance must name the Master Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half times the Master Association's estimated annual operating expenses and total reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

8.3 Waiver of Subrogation. The Master Association hereby waives and releases all claims against the Board, the Owners, the Declarant, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence or of a breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

8.4 Liability Insurance. The Master Association shall maintain a comprehensive policy of public liability insurance covering all of the Common Elements. Such insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Master Association or other Owners. Coverage shall have limits of liability of not less than \$2,000,000 per occurrence for personal injury and/or property damage.

8.5 Other Insurance and General. The Master Association shall also maintain Worker's Compensation Insurance as required by law and may maintain other liability insurance as it may deem desirable, insuring each Owner and the Master Association, Board and any manager, from liability in connection with the Common elements, the premiums for which are Common Expenses included in the Common Assessments made against the Owners. Such insurance policies shall have severability of interest clauses or endorsements which shall preclude the insurer from denying the claim of any Owner because of the negligent acts of the Master Association or other Owners.

## ARTICLE 9

Enforcement

9.1 Remedies and Enforcement. Declarant, the Master Association, and any Owner shall have the right to enforce this Master Declaration, the Design Guidelines and the Articles

and Bylaws by appropriate proceedings at law or in equity, including the right to enjoin a violation hereof or thereof; provided, however, that the Master Association shall have the exclusive right to enforce the liens and remedies provided herein with respect to the levy, collection, and enforcement of liens for Common Assessments, Specific Assessments, Overall Special Assessments, and Capital Improvement Assessments. The City shall also have the right to enforce the Design Guidelines, including the right to enjoin any violation thereof.

9.2 Attorneys Fees and Costs. Any judgment rendered in any action or proceeding to enforce this Master Declaration, the Design Guidelines, the Articles, or Bylaws shall include a sum for attorneys' fees in an amount as the court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

9.3 Nuisance. Any act or omission resulting in a breach of this Master Declaration, the Design Guidelines, or the Articles or Bylaws is hereby declared to be and constitute a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such act or omission and may be exercised by Declarant, the Master Association, or any Owner.

9.4 Cumulative Remedies. All rights, options, and remedies of Declarant, the Master Association, or any Owner for the enforcement of this Master Declaration, the Design Guidelines, the Articles or Bylaws shall be deemed cumulative and none of such rights, options, or remedies shall be deemed exclusive.

9.5 Waiver. The failure to enforce any of the covenants contained in this Master Declaration, the Design Guidelines, the Articles, or Bylaws shall not constitute a waiver of the right to enforce the same thereafter.

9.6 Personal Covenant. To the extent the acceptance of a conveyance of a Lot or Unit creates a personal covenant between the Owner of such Lot or Unit, other Owners, or the Master Association, such personal covenant shall terminate and be of no further force or effect from and after the date such Owner ceases to be the Owner of such Lot or Unit except for the payment of moneys which came due to the Master Association during the period of such ownership.

## ARTICLE 10

### Mortgage Protection Clause

10.1 Mortgage Protection. Notwithstanding any and all provisions of this Master Declaration, the Articles, or the Bylaws to the contrary (and to the extent the provisions of this Article 10, conflict with other provisions of this Master Declaration, the Articles or the Bylaws, this Article 10 shall control):

(a) Each first Mortgagee of a mortgage encumbering any Lot or Unit, at the Owner's written request, is entitled to written notification from the Master Association of any default by the Mortgagor of such Lot or Unit in the performance of such Mortgagor's obligations

under this Master Declaration, the Articles, or the Bylaws, which default is not cured within sixty (60) days.

10.2 Consent of Lender Required. Unless one hundred percent (100%) of first Mortgagees and Members hold seventy-five percent (75%) of the voting rights in the Master Association and all of the Class C Memberships have given their prior written approval, neither the Master Association nor the Owners shall:

(a) Abandon Common Elements. By act or omission seek to abandon or materially change the use of the Common Elements or any of the improvements thereon which are owned by the Master Association. The foregoing shall not prohibit or require consent to changes on the Common Elements or the ownership thereof where the Common Elements generally remain usable for their intended purposes without material impairment as contemplated in this Master Declaration. The granting of easements for public utilities or for other public purposes, open spaces conveyances and restrictions and ski-related transactions consistent with the intended use of such property by the Master Association and actions taken pursuant to government requirements shall not be deemed a violation of this clause.

(b) Fire and Extended Coverage Insurance. Fail to maintain fire and extended coverage on insurable Common Elements property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the maximum insurable value.

(c) Fire and Extended Coverage Insurance. Use hazard insurance proceeds for losses to any Common Elements for other than the repair, replacement or reconstruction of such Common Elements.

10.3 Right to Pay. First Mortgagees may jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Elements property and may pay any over due premiums on hazard insurance policies, or secure making such payments shall be reimbursed immediately by the Master Association. The Master Association shall, upon request of any first Mortgagee, issue an agreement to make reimbursement in full to all first Mortgagees.

10.4 Amendment.

(a) Neither this Master Declaration nor the Articles nor Bylaws will be amended in such a manner that the rights of any Mortgagee will be materially adversely affected.

(b) Neither Article 6, this Article 10, nor the subordination of assessments in favor of mortgages provisions earlier in the Master Declaration can be amended without the consent of all first Mortgagees.

## ARTICLE 11

### General Provisions

11.1 Protection of Lenders. A breach of this Master Declaration or the Articles or Bylaws shall not affect or impair the lien or charge of any bona fide Mortgage made in good

faith and for value on any Lot or Unit or the improvements thereon; provided, however, that any subsequent Owner of such property shall be bound by this Master Declaration, the Articles and Bylaws, whether such Owner's title was acquired by foreclosure in a trustee's sale or otherwise.

11.2 Successors and Assigns. Except as otherwise provided herein, this Master Declaration shall be binding upon and shall inure to the benefit of Declarant, the Master Association, and each Owner and their respective heirs, personal representatives, successors and assigns.

11.3 Limited Liability. Neither Declarant, the Master Association, the Board, the Design Review Committee nor any manager, officer, director, member, agent or employee of any of the same shall be liable to any party for any injury, damage, loss, cost or expense suffered by reason of any action or for failure to act with respect to any matter if the action taken or failure to act was in good faith and without notice.

11.4 Duration of Declaration. Any provision, covenant, condition or restriction contained in this Master Declaration which is subject to the common law rule sometimes referred to as the "rule against perpetuities," shall continue and remain in full force and effect for the period of twenty years or until this Master Declaration is terminated as hereinafter provided, whichever first occurs. All other provisions, covenants, conditions and restrictions contained in this Master Declaration shall continue and remain in full force and effect until January 1, 2050, provided however, that unless at least one year prior to said time of expiration, there is recorded an instrument directing the termination of this Master Declaration, executed by the Owners of not less than ninety percent (90%) of the Lots and Units and all first Mortgagees then subject to this Master Declaration, said other provisions, covenants, conditions and restrictions shall continue automatically for an additional ten years and thereafter for successive period of ten years unless, at least one year prior to expiration of any such extended period of duration, this Master Declaration is terminated by recorded instrument directing termination signed by the Owners of not less than ninety percent (90%) of the Lots and Units and all first mortgages then subject to this Master Declaration as aforesaid.

11.5 Lease of a Lot or Unit. Any agreement for the leasing or rental of a Lot or Unit (hereinafter in this Section referred to as a "lease") shall provide that the terms of such lease shall be subject in all respects to the provisions of this Master Declaration, the Articles, the Bylaws, the Master Rules and Design Guidelines, and any applicable Neighborhood Declaration. Said lease shall further provide that any failure by the lessee thereunder to comply with the terms of the foregoing documents shall be a default under the lease. All leases shall be in writing. Any owner who shall lease the Owner's Lot or Unit shall be responsible for assuring compliance by such Owner's lessee with this Master Declaration, the Articles, the Bylaws, the Master Rules and Design Guidelines, and applicable Neighborhood Declaration. Failure by an Owner to take legal action, including the institution of proceedings in Unlawful Detainer against his lessee who is in violation within ten (10) days after receipt of written demand so to do from the Board, shall entitle the Master Association, through the Board, to take any and all such action, including the institution of proceedings in Unlawful Detainer on behalf of such Owner against the Owner's lessee. Any expenses incurred by the Master Association, including attorneys' fees and costs of suit, shall be repaid to it by such Owner. Failure by such Owner to make such repayment within ten (10) days after receipt of a written demand therefore shall entitle the Board to levy a Specific Assessment against such Owner. In the event such Specific Assessment is not paid within thirty



(30) days of its due date, the Board may resort to all remedies of the Master Association for the collection thereof including those set forth in Article 3.

11.6 Use of Funds Collected by the Master Association. All funds collected by the Master Association, including assessments, reserves and contributions to the Master Association paid by Owners, if any, shall be held by the Master Association in a fiduciary capacity to be expended in their entirety for not-for-profit purposes of the Master Association in managing, maintaining, caring for, preserving and architecturally controlling the Property and for other permitted purposes as set forth in this Master Declaration. No part of said funds shall inure to the benefit of any Member (other than as a result of the Master Association managing, maintaining, caring for, preserving and architecturally controlling the Property and other than as a result of expenditures made for other permitted purposes set forth in this Master Declaration). Contributions to the Master Association paid by Owners, if any, shall be maintained in a segregated account.

11.7 No Perimeter Fencing; Public Use of Trails. Declarant does not propose to enclose the entire perimeter of this Property with fencing and Owners and occupants of the Property are therefore hereby placed on notice of the Public Rights.

11.8 Amendment. Subject to the other provisions of this Master Declaration, including without limitation, the rights of first Mortgagees pursuant to Article 10, this Master Declaration may be revoked or amended as follows:

(a) The Declarant may amend these CC&R's at any time until 95% of the developable acreage of the Property as set forth in the Summit Ridge Development Plan is sold. Consent of the members of the association shall not be required until the 95% level is reached.

(b) Subsequent to the sale of 95% of the developable acreage of the Property as set forth in the Summit Ridge Development Plan, this Master Declaration and amendments thereto may be amended by affirmative vote or written consent of not less than two thirds (66 2/3%) of all Member votes and the consent of the Class C Member.

(c) An amendment or revocation which only requires the execution of an instrument by Declarant shall be effective when executed by Declarant and recorded in the office of the Utah and Juab County Recorders. An amendment which requires the affirmative vote or written consent of the Members as provided above shall be effective when executed by the President and Secretary of the Master Association who shall certify that the amendment has been so approved, and when the amendment has been recorded in the office of the Utah and Juab County Recorders.

(d) Notwithstanding the foregoing, any provision of the Articles, the Bylaws, or this Master Declaration, which expressly requires the approval of a specified percentage or specified percentages of the voting power of the Master Association or first Mortgagees for action to be taken under said provision can be amended only with the affirmative vote or written consent of not less than the same percentage or percentages of the voting power of the Master Association and/or first Mortgagees. Any amendment subject to this provision shall be effective after the specified approval has been given and that fact has been certified in a writing executed by the President and the Secretary of the Master Association.

(e) A copy of the Design Guidelines has been attached to this Master Declaration for informational purposes only. It is not intended to be incorporated by reference into, or made a part of, this Master Declaration. Therefore, the Design Guidelines may be amended without also amending this Master Declaration, and the Master Declaration may be amended without also amending the Design Guidelines. In this regard, if the Design Guidelines are amended, then the amended version of the Design Guidelines shall be the controlling and operative Design Guidelines without any requirement that the amendment be recorded rather than the unamended version of the Design Guidelines attached to this Master Declaration.

(f) Notwithstanding the powers of amendment granted herein, no part, paragraph, or portion of this Declaration directly affecting the City can be amended, altered, changed, added upon, or deleted without the written concurrence of Santaquin City.

11.9 No Public Right or Dedication. Nothing contained in this Master Declaration shall be deemed to be a gift or dedication of all or any part of the Project or the Property to the public, or for any public use.

11.10 Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in any Lot or Unit in the Project does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained, referred to or incorporated herein, whether or not any reference to this Master Declaration is contained in the instrument by which such person acquired an interest in said Lot or Unit.

11.11 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally, by mail or by facsimile. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Master Association for the purpose of service of such notice, or to the residence of such person if no mailing address has been given to the Master Association. Such address may be changed from time to time by notice in writing to the Master Association. Any notice sent by facsimile shall be deemed delivered upon receipt of a facsimile confirmation sheet; provided that all such notices shall also be sent by one of the other methods set forth hereunder within twenty-four hours of the initial facsimile delivery.

11.12 Unsegregated Real Property Taxes. Until such time as real property taxes have been segregated by the appropriate County Assessor for any portion of the Property subdivided by a Plat, the same shall be paid by the respective Owners. In connection with such payment, the proportionate share of such tax or installment thereof for a particular Lot or Unit in such portion of the Property shall be determined by multiplying the tax or installment in question by a fraction the numerator of which is the estimated value of such Lot or Unit and all improvements thereon and the denominator of which is the total estimated value of all Lots or Units within such portion of the Property and all improvements thereon. For purposes hereof, the Board shall obtain a



EXHIBIT "A"

Beginning at a point located North 1° 28' 24" West along the Section line 1,272.28 feet and East 1,098.08 feet from the Southwest Corner of Section 10, Township 10 South, Range 1 East, Salt Lake Base & Meridian; thence North 89° 50' 00" East 290.64 feet; thence North 89° 41' 00" East 456.00 feet; thence South 1° 26' 00" West 2,319.08 feet; thence West 196.94 feet; thence North 0° 04' 23" East 20.44 feet; thence Northeasterly along the arc of a 50.00 foot radius non-tangent curve to the left (radius bears: North 11° 35' 39" West) 94.12 feet through a central angle of 107° 51' 19" (chord: North 24° 28' 41" East 80.83 feet) to a point of reverse curvature; thence along the arc of a 15.00 foot radius curve to the right 9.92 feet through a central angle of 37° 54' 21" (chord: North 10° 28' 48" West 9.74 feet) to a point of reverse curvature; thence along the arc of a 160.00 foot radius curve to the left 121.95 feet through a central angle of 43° 40' 18" (chord: North 13° 22' 46" West 119.02 feet) to a point of reverse curvature; thence along the arc of a 15.00 foot radius curve to the right 19.09 feet through a central angle of 72° 54' 00" (chord: North 1° 14' 05" E 17.82 feet); thence North 52° 18' 55" West 60.00 feet; thence Southwesterly along the arc of a 250.00 foot radius non-tangent curve to the right (radius bears: North 52° 18' 55" West) 50.97 feet through a central angle of 11° 40' 49" (chord: South 43° 31' 30" West 50.88 feet); thence North 57° 27' 39" West 171.23 feet; thence North 29° 51' 06" East 135.44 feet; thence North 67° 13' 17" West 141.16 feet; thence Northeasterly along the arc of a 560.00 foot radius non-tangent curve to the left (radius bears: North 62° 21' 29" West) 181.97 feet through a central angle of 18° 37' 05" (chord: North 18° 19' 58" East 181.17 feet); thence South 87° 32' 54" East 125.61 feet; thence North 2° 27' 06" East 540.00 feet; thence North 87° 32' 54" West 122.10 feet; thence North 2° 25' 54" East 50.14 feet; thence along the arc of a 600.00 foot radius curve to the left 137.13 feet through a central angle of 13° 05' 41" (chord: North 4° 06' 56" West 136.83 feet); thence North 81° 07' 17" East 126.18 feet; thence North 14° 09' 12" West 95.00 feet; thence South 75° 50' 45" West 126.36 feet; thence Northwesterly along the arc of a 600.00 foot radius non-tangent curve to the left (radius bears: South 71° 21' 59" West) 429.47 feet through a central angle of 41° 00' 41" (chord: North 39° 08' 22" West 420.36 feet); thence North 59° 38' 42" West 151.86 feet; thence along the arc of a 15.00 foot radius curve to the right 21.72 feet through a central angle of 82° 58' 34" (chord: North 18° 09' 25" West 19.87 feet) to a point of reverse curvature; thence along the arc of a 2,790.00 foot radius curve to the left 437.38 feet through a central angle of 8° 58' 56" (chord: North 18° 50' 24" East 436.93 feet) to the point of beginning. (Also being known as proposed Cedar Point at Summit Ridge Plat "B")

ALSO Beginning at a point located South 88° 45' 52" East along the Section line 654.10 feet and South 290.25 feet from the Northwest Corner of Section 15, Township 10 South, Range 1 East, Salt Lake Base & Meridian; thence South 39° 43' 26" East 23.41 feet; thence South 50° 16' 34" West 90.00 feet; thence South 39° 43' 26" East 115.62 feet; thence South 30° 15' 42" East 60.83 feet; thence South 39° 43' 26" East 384.87 feet; thence South 30° 57' 28" East 61.95 feet; thence South 45° 22' 36" East 120.00 feet; thence South 2° 25' 37" West 209.72 feet; thence Northwesterly along the arc of an 852.00 foot radius non-tangent curve to the right (radius bears: North 10° 52' 58" East) 1,304.65 feet through a central angle of 87° 44' 08" (chord: North 35° 14' 58" West 1,180.87 feet) to a point of compound curvature; thence along the arc of a 15.00 foot radius curve to the right 25.96 feet through a central angle of 99° 08' 54" (chord: North 58° 11' 33" East 22.84 feet); thence South 72° 14' 00" East 39.17 feet; thence along the arc of a 200.00 foot radius curve to the left 41.33 feet through a central angle of 11° 50' 25" (chord: South 78° 09' 12" East 41.26 feet) to a point of reverse curvature; thence along the arc of a 270.00 foot radius curve to the right 208.99 feet through a central angle of 44° 20' 59" (chord: South 61° 53' 55" East 203.82 feet) to the point of beginning. (Also being known as Cedar Point at Summit Ridge Plat "C")

LESS AND EXCEPTING THEREFROM Lot 122, Plat "A", CEDAR POINT AT SUMMIT RIDGE SUBDIVISION, Also being known as part of proposed Lot 261, Plat "B", CEDAR POINT AT SUMMIT RIDGE SUBDIVISION.



**SUMMIT RIDGE COMMUNITIES**

**RESIDENTIAL DESIGN GUIDELINES**

**CEDAR POINT AT SUMMIT RIDGE**  
**PLATS "B" & "C"**

**SANTAQUIN, UTAH**

Revised April 7, 2006

Superseding the single family residential sections of the "Summit Ridge Community Design Guidelines" recorded as part of *Exhibit E* of the Annexation and Development Agreement dated December 6, 2000

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*Table I* Summit Ridge Design Guidelines Summary

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*Table III* Summit Ridge Design Review Application List

# PART ONE:

## GENERAL PROVISIONS AND DESIGN FRAMEWORK

### SECTION I: INTRODUCTION

1.1 Purpose and Intent. The purpose of these design guidelines is to provide prospective developers, residents and builders with a clear statement of the design philosophy, principles, and criteria for development at Summit Ridge. The intent of these residential guidelines is to facilitate the appropriate, coherent, and compatible uses of land in order to: (1) promote a unified community appearance that will complement the existing landscape; (2) promote a variety of different residential densities, home types, and associated lifestyles; (4) provide convenient recreational amenities for both passive and active uses; and (5) promote distinct, individual neighborhood development areas through creative site planning, architecture, pedestrian and vehicular circulation, landscape architecture, and overall community design. Accordingly, these guidelines are established to direct the development of Summit Ridge in a manner that will assure high quality design and construction. These guidelines are to be used as a tool in the development of site, architecture, and landscape architecture plans that will be submitted and reviewed by the Summit Ridge Design Review Committee “SRDRC”.

1.2 Project Area Description and Design Theme. Summit Ridge is located approximately 20 miles south of Provo. The overall community is divided into several distinct development areas and is zoned for approximately 2,600 residential dwelling units and 270 acres of commercial development. The design theme for Summit Ridge is derived from the natural mountain landscape of Utah County. The overall community theme is intended to be strongly rooted in the heritage of the Wasatch Front and rural Utah in general. Summit Ridge will ultimately feature a wide range of housing types and commercial development at varying developmental densities.

1.3 How to Use These Guidelines. The design guidelines are divided into two parts.

|                  |                          |   |
|------------------|--------------------------|---|
| <i>Part One</i>  | <i>Sections II-IV:</i>   | General Provisions and Design Framework.  |
| <i>Part Two,</i> | <i>Sections VI-VIII:</i> | Residential Design Guideline Components to guide development in the following areas:  |
|                  |                          | A. Affordable Housing   |
|                  |                          | B. Semi-Custom Housing  |
|                  |                          | C. Custom Housing   |
|                  |                          | D. Custom Estate Housing  |
|                  |                          | E. Townhouse/Custer Housing   |
|                  | <i>Section IX:</i>       | Landscaping guidelines for streets, multiple lot projects and single lot development. |
|                  | <i>Section X:</i>        | Community Design Elements.  |
|                  | <i>Section XI:</i>       | Summit Ridge Grading Guidelines   |

1.3.1 General Provisions. This section contains information pertaining to the overall character of the above five (5) types of development and the relationship the design guidelines relate to these development types and to other regulations and includes procedures for waivers, amendments, and design guideline supplements. Included in the General Provisions is a detailed procedure for design review including project orientation, conceptual planning review, final design and construction documentation. The design review procedure is intended to insure quality development in each and every project as well as the overall community. Review will include, but not necessarily be limited to, the following: site planning, architectural design, landscape architectural design, signage, circulation and grading.

1.3.2 Design Framework. The Design Framework section outlines the concepts which form the basis or foundation of the Design Guidelines. It presents an overall image or picture of the proposed physical character of Summit Ridge. This section also establishes the design principles and parameters that were used to formulate the more detailed design components found in Part Two of this document. It describes, in general terms, concepts related to natural, agrarian, and small town design themes and describes major community components such as residential neighborhoods, and open space.

1.3.3 Site Planning. This section contains detailed site planning standards. They will direct development in the residential areas within Summit Ridge by outlining preferred building locations, open space areas, circulation features, and pedestrian spaces.

1.3.4 Architecture. This section contains architectural standards related to the design and construction of residences at Summit Ridge. These guidelines are intended to increase variety and visual interest throughout the community.

1.3.5 Landscape Architecture. The intent of the landscape architectural guidelines is to promote site improvements reflective of the natural environment. This section includes conceptual design criteria for project neighborhood entry monumentation, streetscape imagery (including intersection treatments), typical single family detached front and side yard treatments, parks and open space, and edge conditions between disparate uses and along other open spaces. It includes general landscape architectural criteria and a recommended list of plant materials.

1.3.6 Community Design Elements. Community design elements include such components as perimeter fencing, entrance monumentation, directional signage, lighting and street furniture. The guidelines controlling them are intended to provide consistency in design, materials and scale.

1.3.7 Grading. Standards are outlined here that promote site-sensitive grading practices in areas most suitable for development. They are provided with the intent of preventing the inappropriate “grading out” of environmental features.

## SECTION II: GENERAL PROVISIONS

2.1 Preface. A successful planned community depends on a variety of factors. Environmental sensitivity, market dynamics, amenities, setting, product types and price all play important roles. It has been demonstrated in many planned communities throughout the country that physical appearance is also an extremely important characteristic. Achieving a healthy and vibrant overall appearance is often the first step in promoting economic viability. An initial investment in enhancing the visual quality of a new community may bring dramatic returns. The potentials are unlimited if these

design improvements are part of a coordinated effort in which buildings, open space and streetscape (including signage and lighting), are well orchestrated and planned. The goal of this section is to illustrate how these guidelines and the associated design review process promote a community vision which is unified in design and framework. Any language or sentence that is deemed to be legally unenforceable by law does not void the remainder of the document.

2.2 Conflict With Other Regulations. All development within the Summit Ridge Project Area shall comply with laws of the State of Utah, the United States Federal Government and the codes and regulations of Santaquin City. All development shall also comply with the recorded Summit Ridge Master Declaration of Covenants, Conditions, and Restrictions (hereinafter "Master Declaration").

2.3 Waivers. The Developer, at its sole discretion may waive any provision of these guidelines. No such waiver shall be construed or held to be a waiver of any other provision of these Design Guidelines or of the same provisions as to any other party. Waiver applications must be submitted to the SRDRC and any approved waivers require written authorization from the SRDRC.

2.4 Amendments and Supplements. The Developer may from time to time and at its sole discretion, amend or supplement these Design Guidelines. Any such amendment or supplement shall be applicable to all development plans which are subsequently approved by the Developer and may or may not be recorded.

2.5 Approvals. Unless otherwise explicitly provided herein to the contrary, all approvals required under these Summit Ridge Design Guidelines shall be in writing and may be granted or withheld at the sole discretion of the Developer. Any approval pursuant to these guidelines does not constitute a warranty, assurance, or representation by the approving party; and the approving party acquires no responsibility by virtue of such approval. Developer may decline approval due to noncompliance with any of the provisions set forth in these Design Guidelines.

2.6 Exemption of the City. Although the City may be exempt from some of the requirements set forth by these Design Guidelines, the City must maintain reasonable standards in accordance with these Design Guidelines.

### SECTION III: DESIGN SUBMISSION AND REVIEW

3.1 Preface. A design review process has been established to ensure that all development within the Summit Ridge Project Area meets the requirements set forth in these Design Guidelines and the Master Declaration. The review covers site planning, architecture, landscape architecture, signage, and exterior lighting. The design review procedure is divided into two steps:

- (1) Orientation
- (2) Construction Document Review

Submission for review and approval is to be made to the Summit Ridge Design Review Committee ("SRDRC"), which has the discretion to reasonably approve or disapprove based on these Design Guidelines. Each residential plan must be formulated and approved by either a licensed architect or by a residential home designer. All submitted drawings must include the professional stamp of a licensed structural engineer before final approval. However, it is strongly encouraged and recommended that both architectural and landscape plans be formulated and approved by a licensed architect. A Design Review Application needs to be submitted with all required drawings and documents (see Table III-Application Form)

3.2 Orientation. An orientation program describing site conditions, design guidelines, and the design review process will be presented by Developer to each developer, builder, architect, individual buyer or development consultant. This orientation will briefly describe the overall context of Summit Ridge in the Utah County region and highlight the immediate context of the parcel of ground in question as it relates to the Summit Ridge master-plan and existing conditions. It will also address any additional specific issues affecting the subject parcel. When a tentative project location has been identified, the proposed building program for that location shall be reviewed and approved by the Developer for compatibility with adjacent development and overall planning and community design for that particular area. The Developer reserves the right to waive or amend this review and approval process for any builder and/or developer.

3.3 Construction Document Review. This review covers all required construction documents (designs for site planning, architecture, landscape architecture, signage and exterior lighting). Site planning is particularly important and should be developed to fine detail. Two (2) complete sets size 24" x 36" and one (1) complete set size 11" x 17" design drawings are to be submitted to the SRDRC for review. Once approved, the two full size sets of drawings will be stamped by SRDRC before submission to Santaquin City.

Submittals must include the following information at final document review:

#### SITE PLAN CRITERIA NEEDED FOR REVIEW

- Site coverage data (e.g., total planning area acreage, lot size, buildable square footage)
- Proposed footprints and setbacks
- Dwelling height/number of stories
- Location and elevation of residence (and associated basements) in relation to utilities (sewer, water, gas, power and telecommunications)
- Grading plan for each residential lot with existing and proposed grades
- Easements, existing and proposed
- Indicate all street lights, fire hydrants, storm drains inlet boxes, etc in public right of way in relationship to driveway
- North arrow and scale
- Curb, sidewalk & park strip locations
- Driveway location
- Sign location
- Exterior lighting
- Site drainage information

#### ARCHITECTURAL DESIGN CRITERIA NEEDED FOR REVIEW

- Elevations: Full graphic representation of exterior treatments
- Exterior materials, colors, and finishes submitted on sample board or picture
- Floor plan(s), areas and rooms (including square footages)
- Names illustrating intended use of areas and rooms
- Dimensions of all areas and rooms
- Decks
- Roof plan
- Description of surface material for walks
- Method of screening of exterior utility boxes and mechanical and communications equipment

**LANDSCAPE PLAN CRITERIA NEEDED FOR REVIEW**

- Landscape plan showing trees, shrubs, groundcovers, buffers and berms (See Table II – Plant List)
- Plant materials under consideration
- Location, type and materials of fencing and/or walls
- Walkways
- Decks
- Trellis, fences
- Slope stabilization
- Grading
- Description of irrigation system
- Any other pertinent information

**SIGNAGE CRITERIA NEEDED FOR REVIEW**

- Location of proposed signs
- Conceptual design of proposed signs, including size, materials, colors, and illumination

**LIGHTING CRITERIA NEEDED FOR REVIEW**

- Location, type and color of on-site exterior lighting fixtures (both wall and ground mounted)

3.4 Compliance Verification. Construction may be monitored to verify compliance with the Summit Ridge Design Guidelines and approved construction documents.

3.5 Review Fees. Review fees to the SRDRC shall be paid upon plan submittal for single family lot per the current fee structure established by the Developer.

**SECTION IV:  
COMMUNITY DESIGN FRAMEWORK**

4.1 Design Framework. The design framework will (1) establish a community design vision, which will “drive” the physical design of Summit Ridge by developing design themes consistent with the preservation of the natural environment and heritage of “rural” and “small town” Utah County, and (2) establish design principles which support the community design vision through the use of innovative and imaginative architecture, landscape architecture and site planning techniques.

4.2 The Natural Environment Theme. Summit Ridge can be likened to a tapestry of unique natural features characterized by rolling juniper covered hills, riparian corridors, sage flats and diverse plant and animal species. Summit Ridge will be a premier master planned community which is intended to reflect and enhance the natural and historical environments with a variety of housing types combined with a network of traditionally styled streets and strategically located neighborhood open spaces.

4.2.1 Development shall be orchestrated to preserve elements of natural beauty so the public might participate in the natural environment with minimum damage or obstruction.

4.2.2 The existing topography of the site shall be a framework on which to design the building environment. Land use patterns shall respect and complement the form of the topography.

4.2.3 The character of the natural landscape must be incorporated into the design of the building environment whenever possible.

4.2.4 Areas which are environmentally sensitive and important to the surviving of the existing ecosystems should be protected from encroachment or inappropriate use.

4.2.5 Certain areas (e.g., steep topographic features, drainage swales) are intolerant of development and should be left in their natural state.

4.3 The Summit Ridge Concept. Summit Ridge is separated conceptually from other properties using conventional development patterns by the establishment of development areas. These individual sub-areas exhibit special characteristics which are unique in terms of physical attributes, identity, and image. Each development area is discreet, identifiable, and manageable in terms of development capacity, and is typically defined by open space elements, recreation features, and/or streetscape elements.

4.3.1 Overall Community Concept. Important components of the community design concept include the following:

a. Residential Neighborhoods. Residential Neighborhoods are defined as a component of individual development areas. One development area may be composed of a group of neighborhoods defined by clearly recognizable edges. Neighborhood boundaries may be defined by planted gateways and/or with walls/fencing that enhance the sense of architectural and community identity.

b. Open Space. Open space features consist of public parks, pedestrian paths, hiking trails, community and neighborhood entries, and “pocket” parks (mostly defined by adjacent streets). Many of these community open spaces will function as semi-private neighborhood focal points where residents can gather and recreate.

c. Community Roadways. Individual neighborhood development areas may be accessed via a hierarchical road network. The landscaping along these roadways will incorporate zoned irrigation and native plant materials. These roadways are considered windows into the community and, as such, shall be designed to provide view corridors out to the mountains and valley. These roadways shall be designed to accommodate off-street pedestrian trails.

d. Trails System. Summit Ridge shall offer a variety of trails providing links between residential neighborhoods and community amenities. Along the roadways, the trail system is designed to separate pedestrians and bicyclists from vehicular traffic. Residential neighborhoods will be connected to the master trail network through the neighborhood parks and open spaces and through less-traveled local streets. Developers shall provide connections to this system wherever feasible.

e. Neighborhood Parks. Neighborhood parks will vary in size and in amenities. The overall intent is to create parks that are both aesthetically pleasing and functional. Active-use amenities associated with neighborhood parks may consist of recreational uses including formally laid out ball fields and grassy, “free-form” areas for informal sports and/or gatherings. Passive-use amenities may include shaded picnic areas with covered arbors, pergolas or gazebos.

f. Community and Neighborhood Entry Monumentation. Entry features are designed to welcome residents and visitors to the community, identify Summit Ridge as a special place, and promote a common design theme.



PART TWO:  
  
DESIGN  
GUIDELINE  
COMPONENTS

## SECTION V: SITE PLANNING GUIDELINES

5.1 Preface. The following site planning guidelines are intended as a reference to assist the designer in understanding the Developer's goals and objectives for high quality development. The guidelines complement the mandated development regulations contained in the Santaquin City Development Code by providing examples of potential design solutions and interpretations of the various mandatory regulations.

The site planning design guidelines are general in nature and may be interpreted with some flexibility in their application to specific planning areas. The guidelines will be utilized during the Developer's design review process (see Section III: Design Submission and Review) to encourage the highest level of design quality while at the same time providing the flexibility necessary to encourage creativity on the part of project designers.

The site planning guidelines are formatted into two general categories: Single-Family Residential and Multi-Family Residential.

5.2 Residential Site Planning, Single Family Detached. An important goal of the single family detached site planning guidelines is to create functional and visual variety along local streets. It is the intent of these guidelines to discourage subdivisions with identical homes being constructed down long, uninterrupted, straight streets, with no variation in building placement, building elevation or street scene. All single family detached subdivision plans shall be evaluated using the guidelines contained in this section with emphasis on the following criteria:

- Proportional mix and placement of home "products"
- Placement of the dwelling unit on the lot
- Placement and orientation of garages
- Preservation of ridgelines, views and natural features
- Treatment of drainage courses
- Treatment of walls and fences
- Setbacks

5.2.1 Varied Front Setbacks. Placement of dwellings and garages close to or back from the street creates different patterns of visible open space. The structures themselves also add enclosure, ultimately framing the streetscape.

5.2.2 Interruption of Straight Streets. Narrow and meandering streets are most efficient for achieving densities of four or more dwelling units per acre and can be used effectively to define and project a traditional neighborhood image. In areas of high density, residential street length shall be limited to a maximum of fifteen (15) homes on one side of the street before a change in the orientation of the road centerline is introduced – e.g., knuckle, curve, kink or intersection.

5.2.3 Solar Orientation. Dwellings should be oriented, where possible, so that a majority of primary living spaces receive direct sunlight for the daylight hours. Dwellings should be positioned to minimize the impact of shadows on adjacent properties, to the extent possible and reasonable.

5.2.4 Varied Lot Width and Side-Yard Setbacks. Making some lots wider and some narrower than the average is encouraged. This also allows for the placement of different shapes and sizes

of homes as well as variations in open space dimensions. On narrow lots, a variation of only two to four feet can make a perceptible difference.

5.2.5 Varied Garage Placement and Orientation. Lot size should permit some garages to be side-loaded from the street in order to break up the monotony of all garage doors being placed parallel to the street. Careful consideration shall be given to the location of garages and driveways at corners so that a side-load configuration does not cause conflicts with automobile traffic circulation at those corners. Placing the side-loaded garage on the interior of the corner lot is preferred. Garage setbacks shall allow driveway parking that keeps the sidewalk clear of vehicles.

5.2.6 Cul-de-Sac Connections. Openings may be provided at the end of cul-de-sacs to provide a pedestrian connection to open space and paths/walkways.

## SECTION VI: SUMMIT RIDGE RESIDENTIAL ZONES

### 6.1 Residential Zones (See TABLE I – Summit Ridge Design Guidelines Summary)

6.1.1 Intersections. Proper Signage is to be placed at all street intersections in order to create controlled intersections. Controlled intersections shall have a maximum of one through street with all other roads controlled by stop or yield signs, as determined by the City.

6.1.2 Clear View. No obstruction over thirty-six (36) inches in height, which will obscure the view of automobile drivers or pedestrians shall be placed on a corner lot within the triangular area as identified on the Preliminary or Final Plat.

6.2 Summit Ridge 5500 (SR55). The objective of establishing the Summit Ridge Zone 55 (SR-55) zone is to encourage the creation and maintenance of Affordable housing residential areas within the city which are characterized by smaller sized lots on which single-family dwellings are situated, surrounded by well kept landscaping. A minimum of vehicular and pedestrian traffic and quiet residential conditions favorable to family living are also characteristic of this overlay zone of primarily entry level or first time home buyers.

6.2.1 Density. The allowable density within SR-55 will be six (6) units to the acre and based on the approved densities and unit counts as contained within the Development Agreement. Also, in accordance with the Development Agreement, allowable density which is not utilized within a particular development parcel is eligible for transfer to other parcels phases as outlined in the Agreement.

6.2.2 Area Requirements. A land area of not less than fifty-five hundred (5,500) square feet shall be provided and maintained for each lot, tract or parcel of land. Corner lots shall contain a minimum of sixty-five hundred (6,500) square feet.

### 6.2.3 Frontage Requirements.

*Uniform and Rectangular Lots* - The minimum width of uniform and rectangular lots as measured at the front property line shall be fifty-five (55) feet for interior lots and a minimum of sixty-five (65) feet on all sides abutting a street for corner lots.

*Curvilinear Lot Frontages* - Lot frontages located along curvilinear roads with a lot frontage radius of less than three-hundred (300) feet shall be fifty-five (55) feet as measured at the front building setback.

*Short Radius Lot Frontages* - Lots with frontages on curves of seventy (70) foot radius or smaller shall have the front setback determined at the time of residential construction and shall include at least the following criteria: 1) homes not less than 24' wide; 2) all primary structures, including attached garages, shall be located not less than five (5') feet from the side property lines at their closest points; 3) the minimum width of the lot at the front property line shall be not less than 30'; and 4) the minimum main floor area of single story homes, excluding garages, shall be 1,000 square feet (minimum finished square footage for two story homes is 1,400 square feet of which 800 square feet must be on the main floor).

#### 6.2.4 Location Requirements.

a. **Front Setback.** All primary dwellings and other main buildings shall be set back from the front property line at least sixteen (16) feet to living areas, twenty-two (22) feet to garages and sixteen (16) feet to the front of a side entry garage.

b. **Side Setbacks.**

*Interior Lots:* All primary dwellings and other main buildings shall be set back from the side property line a minimum distance of at least five (5) feet. The combined total of the side setbacks shall not be less than fifteen (15) feet. Accessory buildings shall be set back as stipulated in the Santaquin City Code.

*Corner Lots:* All primary dwellings and other main buildings shall be set back from any street not less than twenty (20) feet to living areas, twenty-five (25) feet to garages or carports and twenty (20) feet to the front of a side entry garage. The interior side setback shall be at least five (5) feet but the combined total of the side setbacks shall not be less than fifteen (15) feet. Accessory buildings shall be set back as stipulated in the Santaquin City Code.

c. **Rear Setback.** All primary dwellings and other main buildings shall be set back from the rear property line a distance of at least twenty (20) feet. Accessory buildings shall be set back as stipulated in the Santaquin City Code.

6.3 Summit Ridge 7500 (SR75). The objective of establishing the Summit Ridge Zone 7500 (SR-75) zone is to encourage the creation and maintenance of Semi-Custom residential areas within the city which are characterized by medium sized lots on which single-family dwellings are situated, surrounded by well kept landscaping. A minimum of vehicular and pedestrian traffic and quiet residential conditions favorable to family living are also characteristic of this overlay zone.

6.3.1 Density. The allowable density within SR-75 will be five (5) units to the acre and based on the approved densities and unit counts as contained within the Development Agreement. Also, in accordance with the Development Agreement, allowable density which is not utilized within a particular development parcel is eligible for transfer to other parcels phases as outlined in the Agreement.

6.3.2 Area Requirements. A land area of not less than seventy-five hundred (7,500) square feet shall be provided and maintained for each lot, tract or parcel of land. Corner lots shall contain a minimum of eighty-five hundred (8,500) square feet.

#### 6.3.3 Frontage Requirements.

*Uniform and Rectangular Lots* - The minimum width of uniform and rectangular lots as measured at the front property line shall be seventy (70) feet for interior lots and a minimum of eighty (80) feet on all sides abutting a street for corner lots.

*Curvilinear Lot Frontages* - Lot frontages located along curvilinear roads with a lot frontage radius of less than three-hundred (300) feet shall be seventy (70) feet as measured at the front building setback.

*Short Radius Lot Frontages* - Lots with frontages on curves of seventy (70) foot radius or smaller shall have the front setback determined at the time of residential construction and shall include at least the following criteria: 1) homes not less than 24' wide; 2) all primary structures, including attached garages, shall be located not less than ten (10') feet from the side property lines at their closest points; 3) the minimum width of the lot at the front property line shall be not less than 40'; and 4) the minimum main floor area of all homes, excluding garages, shall be 1,200 square feet (minimum finished square footage for two story homes is 1,600 square feet of which 1,000 square feet must be on the main floor).

#### 6.3.4 Location Requirements.

a. **Front Setback.** All primary dwellings and other main buildings shall be set back from the front property line at least twenty (16) feet to living areas, twenty-two (22) feet to garages and sixteen (16) feet to the front of a side entry garage.

b. **Side Setbacks.**

*Interior Lots:* All primary dwellings and other main buildings shall be set back from the side property line a minimum distance of at least ten (10) feet. Accessory buildings shall be set back as stipulated in the Santaquin City Code.

*Corner Lots:* All primary dwellings and other main buildings shall be set back from any street not less than twenty (20) feet to living areas, twenty-five (25) feet to garages or carports and twenty (20) feet to the front of a side entry garage. The interior side setback shall be at least ten (10) feet. Accessory buildings shall be set back as stipulated in the Santaquin City Code.

c. **Rear Setback.** All primary dwellings and other main buildings shall be set back from the rear property line a distance of at least twenty-five (25) feet. Accessory buildings shall be set back as stipulated in the Santaquin City Code.

6.4 Summit Ridge 10,000 (SR100). The objective of establishing the Summit Ridge Zone 10,000 (SR-10) zone is to encourage the creation and maintenance of Custom residential areas within the city which are characterized by larger sized lots on which single-family dwellings are situated, surrounded by well kept landscaping. A minimum of vehicular and pedestrian traffic and quiet residential conditions favorable to family living are also characteristic of this overlay zone.

6.4.1 Density. The allowable density within SR-100 will be four (4) units to the acre and based on the approved densities and unit counts as contained within the Development Agreement. Also, in accordance with the Development Agreement, allowable density which is not utilized within a particular development parcel is eligible for transfer to other parcels phases as outlined in the Agreement.

6.4.2 Area Requirements. A land area of not less than ten thousand (10,000) square feet shall be provided and maintained for each lot, tract or parcel of land. Corner lots shall contain a minimum of eleven thousand (11,000) square feet.

#### 6.4.3 Frontage Requirements.

*Uniform and Rectangular Lots* - The minimum width of uniform and rectangular lots as measured at the front property line shall be eighty-five (85) feet for interior lots and a minimum of ninety (90) feet on all sides abutting a street for corner lots.

*Curvilinear Lot Frontages* - Lot frontages located along curvilinear roads with a lot frontage radius of less than three-hundred (300) feet shall be eighty-five (85) feet as measured at the front building setback.

*Short Radius Lot Frontages* - Lots with frontages on curves of eighty-five (85) foot radius or smaller shall have the front setback determined at the time of residential construction and shall include at least the following criteria: 1) homes not less than 24' wide; 2) all primary structures, including attached garages, shall be located not less than ten (10') feet from the side property lines at their closest points; 3) the minimum width of the lot at the front property line shall be not less than 40'; and 4) the minimum main floor area of all homes, excluding garages, shall be 1,600 square feet (minimum finished square footage for two story homes is 2,100 square feet of which 1,200 square feet must be on the main floor).

#### 6.4.4 Location Requirements.

a. **Front Setback.** All primary dwellings and other main buildings shall be set back from the front property line at least twenty (20) feet to living areas, twenty-five (25) feet to garages and twenty (20) feet to the front of a side entry garage.

b. **Side Setbacks.**

*Interior Lots:* All primary dwellings and other main buildings shall be set back from the side property line a minimum distance of at least ten (10) feet. Accessory buildings shall be set back as stipulated in the Santaquin City Code.

*Corner Lots:* All primary dwellings and other main buildings shall be set back from any street not less than twenty (20) feet to living areas, twenty-five (25) feet to garages or carports and twenty (20) feet to the front of a side entry garage. The interior side setback shall be at least ten (10) feet. Accessory buildings shall be set back as stipulated in the Santaquin City Code.

c. **Rear Setback.** All primary dwellings and other main buildings shall be set back from the rear property line a distance of at least twenty-five (25) feet. Accessory buildings shall be set back as stipulated in the Santaquin City Code.

6.5 Summit Ridge 12,000 (SR120). The objective of establishing the Summit Ridge Zone 12,000 (SR-12) zone is to encourage the creation and maintenance of Custom Estate residential areas within the city which are characterized by larger, estate sized lots on which single-family dwellings are situated, surrounded by well kept landscaping. A minimum of vehicular and pedestrian traffic and quiet residential conditions favorable to family living are also characteristic of this overlay zone.

6.5.1 Density. The allowable density within SR-12 will be three (3) units to the acre and based on the approved densities and unit counts as contained within the Development Agreement. Also, in accordance with the Development Agreement, allowable density which is not utilized within a particular development parcel is eligible for transfer to other parcels phases as outlined in the Agreement.

6.5.2 Area Requirements. A land area of not less than twelve thousand (12,000) square feet shall be provided and maintained for each lot, tract or parcel of land. Corner lots shall contain a minimum of thirteen thousand (13,000) square feet.

6.5.3 Frontage Requirements.

*Uniform and Rectangular Lots* - The minimum width of uniform and rectangular lots as measured at the front property line shall be eighty-five (85) feet for interior lots and a minimum of ninety (90) feet on all sides abutting a street for corner lots.

*Curvilinear Lot Frontages* - Lot frontages located along curvilinear roads with a lot frontage radius of less than three-hundred (300) feet shall be eighty-five (85) feet as measured at the front building setback.

*Short Radius Lot Frontages* - Lots with frontages on curves of eighty-five (85) foot radius or smaller shall have the front setback determined at the time of residential construction and shall include at least the following criteria: 1) homes not less than 24' wide; 2) all primary structures, including attached garages, shall be located not less than ten (10') feet from the side property lines at their closest points; 3) the minimum width of the lot at the front property line shall be not less than 40'; and 4) the minimum main floor area of all homes, excluding garages, shall be 2,000 square feet (minimum finished square footage for two story homes is 2,400 square feet of which 1,600 square feet must be on the main floor).

6.5.4 Location Requirements.

a. Front Setback. All primary dwellings and other main buildings shall be set back from the front property line at least twenty (20) feet to living areas, twenty-five (25) feet to garages or carports and twenty (20) feet to the front of a side entry garage.

b. Side Setbacks.

*Interior Lots:* All primary dwellings and other main buildings shall be set back from the side property line a minimum distance of at least ten (10) feet. Accessory buildings shall be set back as stipulated in the Santaquin City Code.

*Corner Lots:* All primary dwellings and other main buildings shall be set back from any street not less than twenty (20) feet to living areas, twenty-five (25) feet to garages or carports and twenty (20) feet to the front of a side entry garage. The interior side setback shall be at least ten (10) feet. Accessory buildings shall be set back as stipulated in the Santaquin City Code.

c. Rear Setback. All primary dwellings and other main buildings shall be set back from the rear property line a distance of at least twenty-five (25) feet. Accessory buildings shall be set back as stipulated in the Santaquin City Code.

6.6 Summit Ridge 4000 (SR40). The objective of establishing the Summit Ridge Zone 40 (SR-40) zone is to encourage the creation and maintenance of Luxury Town Home residential areas within the city which are characterized by smaller sized lots on which single-family dwellings are situated, surrounded by well kept landscaping. A minimum of vehicular and pedestrian traffic and quiet residential conditions favorable to family living are also characteristic of this overlay zone. This zone features higher density luxury town homes and clustered housing.

6.6.1 Density. The allowable density within SR-40 will be eight (8) units to the acre and based on the approved densities and unit counts as contained within the Development Agreement.

Also, in accordance with the Development Agreement, allowable density which is not utilized within a particular development parcel is eligible for transfer to other parcels phases as outlined in the Agreement.

6.6.2 Area Requirements. A land area of not less than four thousand (4,000) square feet shall be provided and maintained for each lot, tract or parcel of land. Corner lots shall contain a minimum of forty-five hundred (4,500) square feet.

6.6.3 Frontage Requirements.

*Uniform and Rectangular Lots* - The minimum width of uniform and rectangular lots as measured at the front property line shall be fifty-five (55) feet for interior lots and a minimum of sixty-five (65) feet on all sides abutting a street for corner lots.

*Curvilinear Lot Frontages* - Lot frontages located along curvilinear roads with a lot frontage radius of less than three-hundred (300) feet shall be thirty (30) feet as measured at the front building setback.

*Short Radius Lot Frontages* - Lots with frontages on curves of seventy (70) foot radius or smaller shall have the front setback determined at the time of residential construction and shall include at least the following criteria: 1) homes not less than 24' wide; 2) all primary structures, including attached garages, shall be located not less than five (5') feet from the side property lines at their closest points but the combined total of the side setbacks shall not be less than fifteen (15) feet; 3) the minimum width of the lot at the front property line shall be not less than 30'; and 4) the minimum main floor area of all homes, excluding garages, shall be 1,000 square feet (minimum finished square footage for two story town homes is 1,400 square feet of which 800 square feet must be on the main floor).

6.6.4 Location Requirements.

a. **Front Setback.** All primary dwellings and other main buildings shall be set back from the front property line at least fourteen (14) feet to living areas, twenty (20) feet to garages or carports and fourteen (14) feet to the front of a side entry garage.

b. **Side Setbacks.**

*Interior Lots:* All primary dwellings and other main buildings shall be set back from the side property line a minimum distance of at least five (5) feet. The combined total of the side setbacks shall not be less than fifteen (15) feet. Accessory buildings shall be set back as stipulated in the Santaquin City Code.

*Corner Lots:* All primary dwellings and other main buildings shall be set back from any street not less than twenty (20) feet to living areas, twenty-five (25) feet to garages or carports and twenty (20) feet to the front of a side entry garage. The interior side setback shall be at least five (5) feet. Accessory buildings shall be set back as stipulated in the Santaquin City Code.

c. **Rear Setback.** All primary dwellings and other main buildings shall be set back from the rear property line a distance of at least fifteen (15) feet. Accessory buildings shall be set back as stipulated in the Santaquin City Code.



## SECTION VII: ARCHITECTURE GUIDELINES

7.1 Preface. The architectural guidelines are intended to foster variation and identity within the context of building in Utah. The following guidelines itemize minimum standards for building components that shall be composed to complement regional architectural styles.

7.2 Architectural Style. The architectural guidelines do not prescribe selected architectural styles. The architectural styles proposed by the architects, builders and developers shall complement historic building in Utah such as but not limited to Prairie, Colonial, Cape Cod, Pioneer, and Tudor. It shall be understood that the intention of the architectural guidelines is not “letter perfect” authenticity, but to establish a recognizable vocabulary for architecture at Summit Ridge. Scale, mass, proportion, articulation and detailing shall complement the architectural style of the building.

7.3 Residential Architectural Guidelines. The builder shall explain the design idea proposed for a house and how the design intends to create a Utah house. A Utah house shall integrate contemporary building practices with recognizable historical precedents. If necessary, the final portion of the statement of intent shall itemize a list of standards and waivers for the particular design idea of the house. The SRDRC shall evaluate individual houses in context with their statement of intent for clarity and execution of design ideas and adherence to the minimum standards established for Summit Ridge. The statement shall be the source of dialogue between the builder and SRDRC and shall address how the design of the house will fulfill the goals of the architectural design guidelines.

### 7.3.1 General Requirements-All Zones of Residential.

a. Foundation. A maximum of eight inches of exposed concrete foundation shall be permitted on lower slopes. Unless the footing wall is covered with natural rock or plaster, a maximum of 20 inches of exposed concrete foundation shall be permitted at a side elevation where grade slopes along the building. Major concrete exposures, such as in rear walk-out basements, shall be plastered and painted/colored to blend with the color palette of the home.

b. Decks. Decks shall be integral to the architecture of the building through location and column and railing details. Covered decks shall have roof forms complementary to the building. Supporting posts shall be a minimum of four inches by four inches. Composite decking material is encouraged. Exposed wood shall be painted or stained. Wrought iron and architectural steel railings are permitted while pre-manufactured plastic or PVC deck railings are discouraged.

c. Windows. Vertically proportioned vinyl windows shall be required. Mill finished metal windows and mirrored glass shall not be permitted. Skylights shall be flat rather than bubbled unless hidden by roof planes or parapets.

d. Colors. Metal roof protrusions (e.g. plumbing stacks, roof ventilators) and accessories shall be screened where possible or if not possible, painted to complement the adjacent materials. Garage door color shall complement the body color. Wood doors are discouraged due to warping and deterioration. White doors are discouraged. Plastered and painted foundations shall be colored to complement the body color. Trim color should contrast with the body color. Trim, soffit, gutter and downspout colors shall match.

e. Materials. Elevations shall be designed to utilize basic “cladding materials” (stone, brick, or rock) by the following percentages found in Section 7.3.3. Materials shall be consistently applied and harmonize with adjacent materials. Frequent changes of material shall be

prohibited. Material changes shall occur at inside corners or be wrapped a minimum of two feet around a corner. Trim bands shall be consistent for all elevations.

f. Siding. Aluminum and/or vinyl siding materials can only be used upon the specific approval of the Summit Ridge Design Review Committee (SRDRC). The applicant must demonstrate to the Committee that the use of the siding materials are:

1. In keeping with the character and style of the Project.
2. Does not exceed the percentage coverage as specified herein.
3. Maintenance and integrity of the siding is equal to other materials used in the Project.

Siding may not be permitted on any houses that back arterial roads, open spaces, municipal parks or other common areas without the express approval of the SRDRC. With respect to siding, the SRDRC reserves the right to stipulate increased design standards for those homes located in certain areas within the project such as those but not limited to the areas mentioned above. If approved, siding dimensions from the front elevation shall be consistent for all elevations. A minimum of 4 inch trim (commonly known as “pop-outs”) at window heads and four inch trim at window jambs and sills shall be required. A minimum of four inch trim shall be required beneath soffit at rake conditions. A minimum of four inch corner boards shall be required on both planes at all outside corners. A skirt board of eight inches (minimum) shall be required at the base of bays and in locations where the siding meets the foundation. Unarticulated four foot by eight foot butt-jointed sheets of any material shall be prohibited as a cladding material. The maximum width of siding shall be eight inches. Doors shall be trimmed to match the window and other openings.

g. Stucco. Openings at stucco elevations shall have trim at all four sides, or all openings shall have head, jamb and sill treatments to delineate the fenestration of at least 4”, or they shall have header or sill detail.

h. Solar Panels. Solar panels shall be integrated into the roof design and consistent with the roof slopes. Frames shall be colored to match the roof. All associated mechanical equipment shall be screened from view.

#### 7.3.2 Additional requirements for multiple plans/models within the same street, subdivision or phase.

a. Elevations. If a plan is repeated, a minimum of three elevation schemes shall be developed, at least one of which shall be designed with front porches. Each elevation of the house shall have one window per floor per elevation as a minimum requirement. No one elevation scheme shall be repeated on the same street within for lots of each other.

b. Roofs. Semi-Custom, Custom and Estate houses shall have a slope of 6/12 or better and be approved by the SRDRC. The minimum slope on roofs for affordable homes is 5/12 or greater. Gutters shall be required on all draining roof areas. Roofing material shall be architectural shingles, treat heavy shake shingles, or concrete shingles.

c. Garages. Garage doors shall have a maximum distance of two feet from the bottom of the garage door header to the top of the garage plate. Front-loaded garage doors shall be recessed a minimum of eight inches from the face of the garage door wall. Three-car garages shall have a minimum offset of two feet at one bay. Side-loaded garages shall have a minimum combined window area of 30 square feet or more in the front elevation. Garage windows shall be compatible with the architecture of the house. Sectional garage doors with decorative panels shall be required.

d. Porches and Covered Entries. The following standards apply to porches:

- ❑ A minimum porch column size of six inches by six inches with trimmed cap and base, or decorative columns proportioned to fit the façade of the house shall be required. Columns less than six inches by six inches may be appropriate with certain elevations but must be approved by the SRDRC.
- ❑ It is recommended that porch sizes shall be a minimum depth of six feet and a minimum area of 80 square feet.
- ❑ Porches for recessed garage designs shall have a width no less than 20% of the front elevation.
- ❑ Porches at flush or projecting garage designs shall have a width no less than 40% of the front elevation (not including side-loaded garages).
- ❑ Railings are required.
- ❑ Exposed wood shall be painted or stained.
- ❑ Pre-manufactured plastic or PVC railings are discouraged.

e. Garage Orientation. Garage orientation shall conform to the Site Planning Guidelines.

Houses with lot frontage of 80' or less shall comply with the following standards:

- ❑ A minimum of 1/3 of the houses in any group of six (or less) adjacent lots shall be of recessed garage design set five feet or more behind the front of the house.
- ❑ A maximum of 1/3 of the houses on any group of six (or less) adjacent lots shall be of recessed garage design set less than five feet behind the front of the house or flush garage design.
- ❑ A maximum of 1/3 of the houses of any group of six (or less) adjacent lots shall be of projecting garage design.

Houses with lot frontage of more than 80' shall comply with the followings standards:

- ❑ A minimum of 1/3 of the houses on any group of six (or less) adjacent lots shall be side-loaded garage design.
- ❑ A maximum of 1/3 of the houses in any group of six (or less) adjacent lots shall be of recessed garage design set ten feet or more behind the front of the house.
- ❑ A maximum of 1/3 of the houses on any group of six (or less) adjacent lots shall be of recessed garage design set less than ten feet behind the front of the house, flush garage design or projecting garage design.

7.3.3 Housing Type Requirements. All homes shall be designed and approved by a residential home designer and/or a licensed architect. All plans, without exception, must also be approved and stamped by a licensed professional engineer.

a. Affordable Homes.

- Single story homes shall have a minimum footprint area of 1,000 square feet not including the garage.
- Two story homes shall have a minimum above grade finished square footage of 1,400 square feet (not including the garage minimum), of which 800 square feet must be on the main floor.
- Garages shall not be less than 400 square feet and allow two full size cars.
- Roofing materials shall be of architectural grade and have a minimum warranty of 25 years.
- Mill finished metal (aluminum) windows are prohibited.
- Each exterior elevation shall include combinations of masonry finishes (stone, brick, and/or rock).
- Front elevations shall have at least 25% in brick, stone and/or rock.
- Any variances may only be permitted as per the consent of SRDRC.
- All exterior elevations must be approved by the SRDRC prior to issuance of building permits.
- Log homes and log siding shall be prohibited.
- A minimum of six inch fascia is required.

b. Semi-Custom Home.

- Single story homes shall have a minimum footprint area of 1,200 square feet not including the garage.
- Two story homes shall have a minimum above grade finished square footage of 1,600 square feet (not including the garage minimum), of which 1,000 square feet must be on the main floor.
- Garages shall not be less than 460 square feet and allow two full size cars.
- Mill finished metal (aluminum) windows are prohibited.
- Front elevations shall have at least 40% of the exterior elevation consist of combinations of masonry finishes (stone, brick, rock, etc). When a corner lot is facing an open space area or major street, the side elevation so facing shall have a minimum of 40% of combinations of masonry finishes (stone, brick, rock, etc) as the front elevation.
- Any variances may only be permitted as per the consent of SRDRC.
- All exterior elevations must be approved by the SRDRC prior to issuance of building permits.
- Roofing material shall be of architectural grade and have a minimum warranty of 30 years.
- Log homes and log siding shall be prohibited.
- A minimum of six inch fascia shall be required with a horizontal finished soffit.

c. Custom Home.

- Single story homes shall have a minimum footprint area of 1,600 square feet not including the garage.
- Two story homes shall have a minimum above grade finished square footage of 2,100 square feet (not including the garage minimum), of which 1,200 square feet must be on the main floor.
- Garages shall not be less than 520 square feet and allow for two full size cars.
- Front elevations shall have at least 50% of the exterior elevation consist of combinations of masonry finishes (stone, brick, rock, etc). When a corner lot elevation faces an open space area or major street, the side elevation shall have a minimum of 50% of combinations of masonry finishes (stone, brick, rock, etc) as the front elevation.
- Mill finished metal (aluminum) windows are prohibited.
- Operable windows shall be single-hung or casement design, with exceptions for windows above kitchen sinks, bathtubs, and showers.
- Any variances may only be permitted as per the consent of SRDRC.
- All exterior elevations must be approved by the SRDRC prior to issuance of building permits.
- Log homes and log siding shall be prohibited.
- Roofing material shall be architectural grade and have a minimum warranty of 30 years.
- A minimum of a six inch fascia shall be required with a horizontal finished soffit.

d. Estate Home.

- Single story homes shall have a minimum footprint area of 2,000 square feet not including the garage.
- Two story homes shall have a minimum above grade finished square footage of 2,400 square feet (not including the garage minimum), of which 1,600 square feet must be on the main floor.
- Garages shall not be less than 600 square feet.
- Mill finished metal (aluminum) windows are prohibited.
- Front elevations shall have at least 60% of the exterior elevation consist of combinations of masonry finishes (stone, brick, rock, etc). When a corner lot, facing an open space area of major street, the side elevation so facing shall have a minimum of 60% of combinations of masonry finishes (stone, brick, rock, etc) as the front elevation.
- All exterior elevations must be approved by the SRDRC prior to issuance of building permits.
- Log homes and log siding shall be prohibited. Waivers to this guideline shall be subject to approval by the SRDRC.
- Asphalt roofing is prohibited.
- Roofing material shall have a minimum warranty of 40 years.
- A minimum of six inch fascia is required with a horizontal finished soffit.

e. Town Home / Cluster Housing.

- Single story town homes shall have a minimum footprint of 1,200 square feet not including the garage
- Two story town homes shall have a minimum above grade finished square footage of 1,400 square feet (not including the garage minimum), of which 800 square feet must be on the main floor.
- Garages shall not be less than 400 square feet and allow two full size cars.
- Mill finished metal (aluminum) windows are prohibited.
- 50% exterior elevations shall consist of combinations of masonry finishes (stone, brick, rock, etc).
- Any variances may only be permitted as per the consent of SRDRC.
- All exterior elevations must be approved by the SRDRC prior to issuance of building permits.
- Log homes and log siding shall be prohibited.
- Roofing material shall have a minimum warranty of 30 years.
- A minimum of six inch fascia is required with a horizontal finished soffit. .

7.3.4 Streetscape Requirements: The following streetscape requirements will add variety in detached single family housing:

- a. If a house plan is repeated, a minimum of three distinct color schemes and elevations shall be developed.
- b. Houses sited on three adjacent lots (on the same side of the street) or directly across the street (sharing frontage) shall have different plan or elevations.
- c. Houses sited on three adjacent lots (on the same side of the street) or directly across the street (sharing frontage) shall have different color schemes.
- d. At least one house in a builder's selection shall be two stories. This guideline may be waived by the SRDRC pending review of the builder's statement of architectural intent.
- e. Main roof ridge lines shall vary in orientation to the street (i.e., parallel or perpendicular to the street) at least once in every four adjacent lots.
- f. A minimum of 1/3 of the houses on any group of nine adjacent lots shall have varying roof colors.

7.3.5 Single Family Attached Requirements. Single family attached buildings, such as town homes, shall be built to be perceived as a large customized house or an articulated row house.

- a. Design. All buildings shall be designed by a licensed architect.
- b. Building Massing. The buildings shall be of human scale so as not to overwhelm or dominate their surroundings.
- c. Entries. The primary entry shall be visible & accessible from the street.
- d. Garages. Garages are encouraged to have a single-story appearance at the front of the building to provide a stepped-back architectural transition for two story structures.

Garage frontage shall not comprise more than ½ of the street elevation. Front-loading garage doors shall be recessed a minimum of eight inches from the face of the garage door wall. Sectional garage doors with decorative panels shall be required.

e. Roofs. Hipped and gabled roof forms shall be required. Flat and mansard roofs shall be prohibited.

f. Mechanical Equipment. Roof mounted mechanical equipment shall be prohibited. Equipment mounted to the ground shall be screened. Equipment mounted to the structure shall be architecturally screened. All architectural screening devices shall be compatible in terms of materials, color, shape, and size, and shall blend with the building design.

g. Ancillary Structures. Ancillary buildings shall be architecturally compatible with the main structure.

#### 7.3.6 Streetscape Requirements for Attached Residential Housing.

a. Garage. Projecting garages shall be prohibited.

b. Porches. If a porch is present, it shall have a width no less than 30% of the front elevation.

### SECTION VIII: CIRCULATION GUIDELINES

8.1 Preface. The circulation concept for Summit Ridge is based on a hierarchy of roadways and pedestrian paths that provide access throughout Summit Ridge and the surrounding community. Within individual neighborhoods, two-lane neighborhood collector streets and local streets are intended to move traffic at modest speeds. These streets conform to narrower street standards in order to calm traffic. Other possible street types include the entry collector, the rural road and the private street. The street hierarchy creates order and provides a transition from transportation efficiency to calm, walkable neighborhoods. In addition to street hierarchy, sidewalks and recreation trails are also outlined below.

#### 8.2 General Circulation Design Parameters.

- ❑ The circulation system shall respond to topography, land use, and environmental constraints. On relatively flat terrain, grid or modified grid-oriented street patterns should be employed, sympathetic to traditional neighborhood design planning patterns.
- ❑ Long straight streets shall be avoided. Narrower streets reflecting a more “human scale” shall be encouraged.
- ❑ Streets and pathways should lead directly to visual anchors and/or focal points. This is a key urban design tenet that creates a special “sense of place” and helps people orient themselves within neighborhoods.
- ❑ Direct connections shall be provided to public-oriented features eliminating intrusion of very public-oriented traffic into residential development areas.
- ❑ The entry/exit function is a critical means of defining a sequence of movement and creating a sense of “arrival” and “passage” through Summit Ridge.
- ❑ Summit Ridge Parkway shall be designed as the primary arterial road within Summit Ridge providing access to each individual enclave.

8.3 Roadway Hierarchy. The circulation system for Summit Ridge will consist of roads and streets of various sizes, as well as recreation trails intended for pedestrians and bicyclists. The overall intent is to accommodate many traditional and alternative forms of movement within and through the community.

8.3.1 Vehicular Circulation System. The vehicular circulation system will be hierarchical with eight general levels: (1) four lane parkways; (2) four-lane arterials; (3) four-lane community collectors; (4) two-lane community collectors/class II – 80 ROW, (5) two-lane neighborhood collector/local streets - 60 ROW; (6) two-lane rural road sections; (7) two-lane private byways in commercial areas; and (8) private residential streets. All roads and streets shall be built to a minimum paved travel width. However, special provisions will be made for commercial and private streets within the Project (note: all dimensions for roadways are to back of curb).

- 1) Four Lane Parkways. A four-lane parkway consists of two lanes of 12 feet for a total of 24 feet in each direction. A 16 foot center median separates two directions of travel. The right-of-way is 120 feet. It accommodates two 26 foot deep naturally landscaped buffers. The ROW includes a 16 foot planter, 6 foot sidewalk, and another 4 foot planter on each side of the street. Summit Ridge Parkways is an efficient means of moving traffic through the development at significant speed (45 m.p.h.).
- 2) Four Lane Arterials. This four-lane parkway, with a ROW of 96 feet, also consists of two lanes of 12 feet for a total of 24 feet in each direction. A 16 foot center median separates two directions of travel. Other features include a five foot planter strip, four foot detached sidewalks and a five foot minimum setback from the sidewalk to allow for landscaping between the sidewalk and possible fence.
- 3) Four-Lane Community Collector – Class II. The four-lane collectors are characterized by four 12 foot drive lanes located within an 80 foot ROW. Other features include five foot park-strips, four foot detached sidewalks within the right of way and a five foot minimum setback from the sidewalk to allow for landscaping between the sidewalk and possible fence.
- 4) Two-Lane Neighborhood Collector Street. Two-lane neighborhood collector streets are intended to serve local neighborhoods within Summit Ridge within an 80 foot ROW. These roadways are characterized by two 14 foot travel lanes and a 14 foot center turning lane. Other street section characteristics include five foot park-strips, detached four foot sidewalks and a five foot minimum setback from the sidewalk to allow for landscaping between the sidewalk and possible fence.
- 5) Two-Lane Collector – Local Street. Two-lane neighborhood collector streets are intended to serve local neighborhoods within Summit Ridge. These roadways are characterized by two 9 foot drive lanes and two 8 foot parallel parking lanes located within a 60 foot right of way. Other street section characteristics include 7 foot park-strips and detached four foot sidewalks. Neighborhood Collectors are designed to accommodate a speed of 20-25 m.p.h.
- 6) Two-Lane Rural Road Section. Rural roads promote a “country” looking image by using historic county roadway elements that can more closely conform to the topography. These elements consist of two 12 foot drive lanes, two four foot wide gravel shoulders and a ten foot wide drainage ditch in a 42 foot right of way. Designed for speeds of 25-35 m.p.h., the rural road section will serve low density neighborhoods and link development areas and neighborhoods where traffic generation rates are not likely to be high.



7) Two-Lane Private Byways in Commercial Areas.

- 8) Private Residential Streets. Private residential streets may be built to a variety of standards depending on the specific need. Design standards for private streets may include the following: (1) special curb treatments; (2) reduced pavement widths; and (3) special paving treatments, including stamped concrete or unit pavers. Private Streets shall be designed for speeds not to exceed 15 m.p.h. A typical cross section for a private street with reduced pavement should include two nine foot drive lanes and a seven foot parking lane for a total reduced pavement of 25 feet. Two parking lanes would increase the street width to 32 feet only.

8.4 Pedestrian Circulation. Pedestrian circulation within Summit Ridge will include sidewalks and recreation trails.

8.4.1 Residential Sidewalks. Public residential roads and streets will have a four foot sidewalk. To promote a sense of safety and encourage walking, sidewalks shall be separated from the automobile travel lanes by a landscaped park-strip.

8.4.2 Recreational Trails. The rugged beauty of the natural open space to be retained at Summit Ridge will be accessible to residents by a system of recreational trails for hiking, running or biking. These trails will be composed primarily of asphalt or equivalent and will be designed to reinforce the rustic character of the community. They will require a minimum of maintenance.

## SECTION IX: LANDSCAPE ARCHITECTURE GUIDELINES

9.1 Preface. The primary objective of the landscape architecture guidelines section is to promote a pleasing and unified environment within Summit Ridge. The inspiration for the landscape concept is derived from indigenous Utah landscapes.

9.2 A Traditional Utah Great Basin Landscape. Landscape architecture for Summit Ridge will create an environment that evokes the rural Utah landscape tradition. This landscape emphasizes rustic landscape qualities. A distinct landscape zone has been created which exemplifies the essence of the Utah landscape tradition.

9.2.1 The Native Landscape. The native landscape will occur in designated open space areas. It will consist of native plant materials retained in their native condition and will be the largest landscape area within Summit Ridge. No water other than natural rainfall and snow runoff will be applied to these open space areas. Efforts shall be made to minimize disturbance of these areas from adjacent roadways and development parcels.

9.2.2 Additional Landscape. At Summit Ridge, a cultivated area landscape will be created in areas which, because of their visual prominence or intense use, are important elements in the community. These areas shall include parks, squares, commons, recreation facilities, entry gateways, and edges of major public roads. Plant material to be used in these areas may vary.

9.3 Conserving Resources. In addition to the overall idea of utilizing traditional Utah elements, the landscape concept incorporates several important ideas that are essential to the long term viability of the landscape. First, landscape development will be efficient. That is, it will concentrate

resources in those areas receiving the most intense human use, such as parks and recreation facilities. Areas intended primarily for passive or visual amenity will require fewer resources. Second, landscape areas will be designed with the objective of reducing long-term water use. Maintenance standards will be directed to gradually weaning plants from watering as they mature, so that water use can be significantly reduced over the long-run. Third, the landscape will be designed to minimize long-term maintenance for the majority of landscaped areas. This will be achieved by limited areas of highly irrigated turf, clipped hedges, and ornamentals to select places where they can be emphasized.

9.4 General Landscape Architecture Principals. The landscape architecture concept for Summit Ridge is consistent with the natural and agrarian vegetation seen in the Utah Great Basin. Native plants used in groupings similar to those seen in nature will visually integrate the community into the surrounding terrain. Native grasses seen frequently in the prairies of Utah shall be used in conjunction with a limited amount of irrigated turf, which will provide green highlights. Xeroscape principals should be used through Summit Ridge to promote self-sustaining landscape zones.

9.4.1 Functional Considerations. The following should be considered by the landscape architect when preparing site designs with Summit Ridge.

- ❑ Solar orientation of exterior areas
- ❑ Separation of functional uses and creation of exterior spaces such as courtyards, squares, and plazas
- ❑ Clear identification and separation of vehicular and pedestrian traffic; maintaining required sight distances
- ❑ Reinforcement of the circulation system with plantings
- ❑ Climatic mitigation of pedestrian spaces and corridors (e.g., wind-row plantings for warming in the winter; canopy tree sun protection in the summer)
- ❑ Shelters from traffic notice and hazards
- ❑ Maximizing long-term ease of maintenance and optimizing water conservation
- ❑ Compatibility with size and type of existing planning onsite or adjacent to the site
- ❑ Utah theme featuring indigenous native plant materials
- ❑ Enriched entry areas and visitor parking
- ❑ Consideration of sculpture, public art, unique plantings, and water features
- ❑ Special lighting in public open spaces
- ❑ Use of color in the landscape

9.5 Landscape Criteria for Development Edges. Edge zones should be utilized to preserve privacy and provide for integration of Summit Ridge into the Great Basin landscape. A graduated transition into residential, commercial, and Commerce Park plantings should be made at these edges where drought tolerant and irrigated landscape zones come together.

9.5.1 Landscape Buffers Between Land Uses and at Project Boundaries. Perimeter buffers consisting of berms and plant groupings shall be used to provide a soft edge between different uses. The transition between areas should be smooth and continuous. Retaining walls, along with berms and plantings, shall be used only in buffer situations where the grade is too steep for any other solution.

9.5.2 The Summit Ridge Parkway. The Summit Ridge Parkway edge plantings should reflect the preserved native hillsides. Gentle earth mounding and native plant materials should be used to

transition and screen abutting neighborhoods. As planted, trees shall be placed in sparsely located groves so as not to block views and to keep the natural planting concept intact.

9.6 Landscape Guidelines for Residential Neighborhoods. All residential parcels are required to have a basic landscape package installed by the Owner and/or builder. This landscape will define the edges of neighborhoods, the streetscapes within them, and become the base planting for the overall development parcel. Builders are required to provide front yard landscapes for all Affordable and Semi-Custom residences to insure a quality streetscape. In single-family detached neighborhoods, a list of appropriate plant material (see Table – 1) shall be provided for the use of homeowners so they may install additional plantings that are complementary to those installed by the developer or builder in common landscaped areas. Design components established for the entire community, such as ranch and neighborhood signage, should be incorporated accordingly.

9.6.1 Residential Landscape Requirements. All residential properties shall have minimum landscape requirements. These landscape improvements are to be installed by the owner or builder within 180 days from the date stamped on the Certificate of Occupancy permit issued by Santaquin City. Non-compliant owners/builders will be subject to fines per the approved schedule of the Homeowner's Association (HOA).

- Landscape Plan. For Affordable and Semi-Custom residences, builders are required to provide a front yard landscape and shall submit a typical landscape plan for review (See Section III: Design Submission and Review). It is recommended that said landscape plans shall be prepared by a licensed landscape architect.
- Trees. Residences living within SR-55 (Affordable) and (SR-75) Semi-Custom zoned subdivisions shall have a minimum requirement of 3 trees per lot (minimum 2.5" caliper) to be planted in the front yard. Residences living within (SR-100) Custom and (SR-120) Custom-Estate zoned subdivisions shall have a minimum requirement of 4 trees per lot (minimum 2.5" caliper) to be planted in the front yard.
- Turf. Front and Rear lawns shall have a maximum turf coverage of 80 percent. Corner lots may have up to 75 percent turf coverage. Drought tolerant turf grass species such as improved fescues or buffalo grass are strongly encouraged. Turf shall not be installed up to the foundation of either the front or rear of the home. The seven foot planter strip shall be irrigated, planted and maintained with grass as part of the landscape plan. Any trees planted in the planter strip must receive written approval by the SRDRC.
- Planting Beds. Planting beds shall be 50 percent covered by plant material at the time of installation. After three years plants shall cover 75 percent of the planting beds. Seasonal flowers shall qualify as cover. Planting beds shall include the two feet adjacent to the foundation of each home.
- Additional Trees. Lots greater than 15,000 square feet shall have at least one (1) tree in addition to the required trees per each additional 3,000 square feet of property.
- Mulch. No marble chips, volcanic rock, or high contrast stone pattern (e.g., black, white, red) shall be used. Open areas not covered with plants shall be covered with wood or rock mulch.
- Corner Lot Plantings. Corner lot sightlines shall not have any plant material exceeding 30 inches in height at mature growth.
- Plants. The Developer, builder, or homeowner shall select plant materials from the approved plant list (see Table II).
- Irrigation Systems. Irrigation systems for lawns, beds and planter strips shall be required.
- Soil Amendments. The addition of soil amendments to existing soil is recommended. A typical specification for soil amendments includes three (3) cubic yards of amendment per 1,000 square feet area. Builders and owners should contact local nurseries for specific

recommendations. A site specific horticulture solids test can also provide specific soils information.

## SECTION X: COMMUNITY DESIGN ELEMENTS

10.1 Preface. The Community Design Elements section establishes a framework for consistency of design between the various development areas. A palette of image enhancement features which include entry gateway monumentation, neighborhood identification, wall/fencing, lighting and signage has been established.

### 10.2 Project Entry Monumentation.

10.2.1 Community Entrance Monumentation. There shall be a community entrance monument. The monumentation shall be located at the intersection to announce entrance into the entire community of Summit Ridge. The entry monumentation will be a landscape feature.

10.2.2 Neighborhood Entrance Markers. Individual neighborhoods located within development areas will be identified through the use of small, neighborhood markers. In keeping with the natural indigenous theme which characterizes Summit Ridge, the neighborhood entrance markers will be composed of stone, brick or other material acceptable to the Design Review Committee containing the name of individual developments and/or logo inset within the monument.

### 10.2.3 Project Entries Objectives.

- Entries to Summit Ridge shall be special accent points that set the theme and character of the community.
- The scale, form, color, typeface, and materials of signage shall be consistent and keep with the character of the community.
- Whenever possible, directional signs shall be designed in such a manner as to provide information in a symbolic versus verbal format.
- All entry monumentation signage shall conform to the prototypes contained in this section.

### 10.3 Directional and Information Signage.

10.3.1 Street Signs. Street signs shall be constructed out of 4 x 4 wood posts. Sign blades shall be encased in metal trim. All wood elements shall be stained or painted. All street signs shall meet the requirements of the City.

10.3.2 Directional Signs. All directional signs shall be mounted on 4 x 4 wood posts, and signs shall be encased in wood or metal trim. All directional signs must be approved by the SRDRC and shall meet the requirements of the City

10.3.3 Yard Signs. Yard signs can be no higher than three feet and no larger in size than 6 square feet (2x3) and must be approved by the SRDRC.

10.4 Fencing. All fencing materials shall be approved in writing from the SRDRC. Fencing associated with Summit Ridge shall consist of three types: perimeter fencing, interior privacy fencing, and open space fencing. Perimeter, residential boundary and open space fencing shall be constructed by

individual developers and builders whose projects abut common open space features, parks, recreation amenities, and major streets. This fencing and its locations will be shown on the landscape plan for each neighborhood. Interior lot line fencing shall be installed by individual homeowners and/or builders.

10.4.1 Perimeter and Transitional Fencing. Perimeter fencing at Summit Ridge shall occur where the development edges are adjacent to the Summit Ridge Parkway (west of the railroad tracks) and other arterial roads. Where the perimeter fence meets an open space fence, there shall be a transition of the two fences.

10.4.2 Interior Privacy Fencing. Interior privacy fencing shall be of a solid decorative fencing designed to provide privacy. This fence shall be utilized along rear and side property lines, terminating a minimum 6' back from the part of the front elevation furthest back from the street. No chain link fencing or white vinyl of any kind is to be used.

10.4.3 Open Space Fencing. Open space fencing may occur between open space and yards. The fence shall consist of four foot high (maximum) two rail fencing. Open space fencing shall terminate at corners.

10.5 Lighting. Lighting for Summit Ridge shall be designed to adequately illuminate and provide for the safety of vehicular and pedestrian movements. Lighting shall be designed to complement and harmonize with the Summit Ridge natural environment.

10.5.1 Residential Light Fixtures. Street lights shall be placed at major intersections including, but not limited to community entrances, neighborhood entrances, intersections along the Summit Ridge Parkway with collectors, and other key locations such as parks and trail heads. Lighting shall be installed by the Developer or builder. All residential lighting shall be high pressure sodium or incandescent which falls within the warm white-to-yellow spectrum of light color. Overall height of light poles shall not exceed 15 feet.

10.6 Street Furniture. Street furniture, including benches, trash receptacles, bike racks and mail boxes shall be designed in a consistent fashion, so as to provide continuity throughout the Summit Ridge Project Area. All street furniture and accessories shall be constructed of high quality durable materials and installed by the Developer.

10.7 Mailboxes. In general, mailboxes for single family residences shall be grouped together as per the recommendation of the United States Postal Service. Individual neighborhoods are allowed only one style per neighborhood. Grouped mailboxes that accommodate a maximum of twelve mail slots shall be considered. All single-family residence mailboxes must be U.S. Postal Service approved.

## SECTION XI: SUMMIT RIDGE PROJECT AREA GRADING GUIDELINES

11.1 Preface. The grading guidelines will establish compatible relationship between buildings, parking and adjacent properties and provide alternative grading standards. Each site within Summit Ridge represents a specific set of conditions that should influence the grading design applied. A grading concept that would be ideal for one site might be totally inappropriate for another. Most of the design concepts are based on the creation of more natural appearing land forms and controlling drainage and

erosion. In nature, forms, textures, and colors are not rigid or uniform. Natural forms are varied, curved, and generally irregular.

11.2 Grading Guidelines. Excessive grading should not be necessary in Summit Ridge and is not desirable. Grading should produce graceful contours, not sharp angles, and should respect the natural land forms. Contoured swales and berms will soften the impact of structures on each lot. Varying the degree of long slopes will avoid the unnatural look of broad flat surfaces. The following are general grading guidelines:

- ❑ All manufactured slopes shall be rounded to conform to the existing topography.
- ❑ Grading shall be minimized and buildings and roadways are to conform to and “bend” with landforms.
- ❑ Variation and undulation of slopes to retain the natural character of Summit Ridge shall be encouraged.
- ❑ All graded slopes shall be planted with a combination of native grasses, groundcovers, shrubs, and trees to insure slope stability, reduce erosion potential and improve visual quality. Low growing plant materials reinforce ridge slope forms. Plant materials of varying form and density should be used to soften slope banks. A list of suggested seed mixes may be provided by the developer.
- ❑ Borrow ditches should not be paved with asphalted concrete or concrete. Borrow ditches should be seeded and accented with native rocks to naturalize a man-made ditch.

### 11.3 Grading Requirements.

11.3.1 Approval. A site plan indicating proposed grading and drainage must be approved by the SRDRC before any construction is initiated.

11.3.2 Incorporated into Design. Any grades, berms, channels, and swales; should be an integral part of the grading and paved surface design.

11.3.3 Drainage Study. The developer must provide a site drainage study by a registered professional engineer licensed in the State of Utah as a condition to approval.

11.4 Erosion Prevention During Construction. Erosion must be prevented during construction in order to prevent loss of soil by water and wind erosion and prevent dust nuisance to adjacent properties.

11.4.1 Principals. Practical combinations of the following technical principals should be used to provide effective erosion control.

- ❑ The smallest practical area of cleared land should be exposed during construction.
- ❑ Provisions should be made to effectively accommodate the increased runoff caused by changed soil and surface conditions during and after development of construction.
- ❑ The permanent landscaping should be installed as soon as practicable during construction activities.
- ❑ Temporary mulching should be used for imported fill subject to erosion during construction projects.
- ❑ The soil should be watered down at frequent intervals in all areas creating excessive dust.

## TABLES

*Table I* Summit Ridge Design Guidelines Summary

*Table II* Summit Ridge Plant List

*Table III* Summit Ridge Design Review Application Form

SUMMIT RIDGE DESIGN GUIDELINES SUMMARY  
(TABLE 1)

**SITE PLANNING CRITERIA**

| Summit Ridge Zone  | Maximum Lots/Acre | Minimum Lot Sizes | Minimum Corner Lot Sizes | Minimum Garage | Minimum Main Floor Finished Square Footage* | Two Story Minimum Main Floor Finished Square Footage* | Two Story Minimum Above Grade Finished Square Footage* | Minimum Standard Lot Frontages | Minimum Corner Lot Side Frontages | Curvilinear Lot Frontages | Front Setbacks to Living Areas & Side Entry Garages | Front Setbacks to Front Loaded Garages | Rear Setbacks |
|--------------------|-------------------|-------------------|--------------------------|----------------|---|---|--|--------------------------------|-----------------------------------|---------------------------|---|--|---------------|
|                    |                   |                   |                          |                |   |   |  |                                |                                   |                           |   |  |               |
| Affordable         | 6                 | 5,500             | 6,500                    | 400            | 1,000                                       | 800   | 1,400  | 55'                            | 65'                               | 30'                       | 16'   | 22'                                    | 20'           |
| Semi-Custom        | 5                 | 7,500             | 8,500                    | 480            | 1,200                                       | 1,000   | 1,600  | 70'                            | 80'                               | 40'                       | 16'   | 22'                                    | 25'           |
| Custom             | 4                 | 10,000            | 11,000                   | 520            | 1,600                                       | 1,200   | 2,100  | 85'                            | 90'                               | 40'                       | 20'   | 25'                                    | 25'           |
| Custom Estate      | 3                 | 12,000            | 13,000                   | 600            | 2,000                                       | 1,600   | 2,400  | 85'                            | 90'                               | 40'                       | 20'   | 25'                                    | 25'           |
| Townhome / Cluster | 8                 | 4,000             | 4,500                    | 400            | 1,000                                       | 800   | 1,400  | Per Approved Plans             |                                   |                           |   |  |               |

\* Does Not Include Garage

**ARCHITECTURAL DESIGN CRITERIA**

| Front Elevation Minimum Percentage of Brick Stone, or Rock | Facia Width |
|--|-------------|
| Affordable   | 25% 6"      |
| Semi-Custom  | 40% 6"      |
| Custom   | 50% 6"      |
| Custom Estate  | 60% 6"      |
| Townhome / Cluster   | 50% 6"      |

Note: This Table represents a summary of important design guidelines and does not contain all requirements



**TABLE II**  
**SUMMIT RIDGE PLANT LIST** . ENT 65950:2006 PG 73 of 75

| DESCRIPTION                        | COLLECTOR STREET TREES   | NEIGHBORHOOD STREET TYPES  |
|------------------------------------|--|--|
| Park; Formalized Neighborhoods     | Patmore Green Ash (Fraxinus pennsylvanica 'Patmore')<br>Lond Plane Tree (Platanus x acerifolia)      | Red Flame Fairview Maple (Acer rubrum 'Fairview Flame')<br>Greenspire Linden (Tilia cordata 'Greenspire')<br>Lond Plane Tree (Platanus x acerifolia)                   |
| Large Acre/Formal/Semi-formal      | Lanceleaf Cottonwood (Populus acuminata)*<br>Swamp White Oak (Quercus bicolor)                       | Marshall Seedless Ash (Fraxinus americana 'Autumn Purple')<br>Lanceleaf Cottonwood (Populus acuminata)*<br>Red Sunset Maple (Acer rubrum 'Red Sunset')                 |
| Naturalized/Large Lots             | Silver Maple (Acer saccharinum)<br>Prairie Pride Hackberry (Celtis occidentalis 'Purple Pride')      | Sioux Land Poplar*<br>Honey Locust Skyline (Gleditsia triacanthos 'Skyline')<br>Red Maple Fairview (Acer rubrum 'Fairview Flame')                                      |
| Medium Density                     | Honey Locust Skyline (Gleditsia triacanthos 'Skyline')<br>Cimmzam Ash (Fraxinus americana 'Cimmzam') | Honey Locust Skyline (Gleditsia triacanthos 'Skyline')<br>Marshall Seedless Ash (Fraxinus americana 'Autumn Purple')<br>Sugar Maple (Acer saccharum)                   |
| Naturalized/Large Lots             | Robust Poplar (Populus robusta)*<br>Silver Maple (Acer saccharinum)                                  | Cimmzam Ash (Fraxinus americana 'Cimmzam')<br>Narrow Leaf Cottonwood (Populus angustifolia)<br>Sioux Land Poplar*  |
| Flat Plains/Medium to High Density | Bur Oak (Quercus macrocarpa)<br>Cimmzam Ash (Fraxinus americana 'Cimmzam')                           | Armstrong Maple (Acer x freemanii 'Armstrong')<br>Lanceleaf cottonwood (Populus acuminata)*<br>'Bloodgood London Plane Tree' (Platanus x acerifolia)                   |
| Surrounded by natural hill tops    | Idaho Locust Purple Robe (Robinia pseudocacacia 'Purple Robe')<br>Swampe White Oak (Quercus bicolor) | Prairie Pride Hackberry ("Celtis occidentalis 'Purple Price'<br>Honey Locus Skyline (Geditsia triacanthos 'Skyline')<br>Narrow Leaf Cottonwood (Populus angustifolia)* |

**Planter / Residential Park Strips:** Permitted trees in park strips (all other trees, except those identified below) are prohibited in the residential park strips.

Columnar Norway Maple (acer Platanoides 'Columnare'), Japanese Zelkova (Zelkova Serrata), Norway Maple (Acer Patanoides), Red Maple (Acer Rubrum), But Oak (Quercus Macrocarpa), Columnar English oak (Celtis Occidentalis), Kentucky Coffee Tree (Cymnocladus Diocius), Red Oak (Quercus Rubra), Sycamore maple (Acer Pseudplatanus), Thornless Honey locust (Glenditsia Triacanthos Inermis), Crimson King Maple (Acer Platanoides 'Crimson King'), Hedge Maple (Acer Campestre), Little Leaf Linden (Tilia Cordata), Redmond Linden (Tila Euchlora 'Redmond'), Bradford Pear (Pyrus Callyerana 'Bradford'), Golden Rain Tree (koelreuteria Paniculata), Japanese Pagoda Tree (Sophora Japonica), Marshall Seedless Ash (Fraxinus Pennsylvanica Lanceolata 'marshall Seddless'), Bechtel Crabapple (Malus ioensis 'Klehms Improved'), Eastern Redbud (Cercis Canadensis), Flowering Plum (Prunus Cerasifera), Kwansan Cherry (Prunus Serrulata), Washington Hawthorn (Crataegus Phaenopyrum).

**Distance Restrictions**

- A. No tree may be planted within thirty feet of intersecting sidewalk corners.
- B. No tree may be planted with ten feet of any water meter, electric meter, junction box, transformer, other electrical facility, or utility pole.
- C. Smaller trees should be planted in any area where the potential exists that limbs may grow into power or phone lines. Trees which interfere with public utilities will be trimmed at the owner's expense.



**SUMMIT RIDGE  
DESIGN REVIEW COMMITTEE**

**DESIGN REVIEW APPLICATION  
SINGLE LOT**

**SUBMISSION #** \_\_\_\_\_

**APPLICATION FEE** \$ \_\_\_\_\_

DATE OF REVIEW SUBMISSION: \_\_\_\_\_

HOUSING TYPE / ZONE: \_\_\_\_\_

SUBDIVISION NAME: \_\_\_\_\_

LOT NUMBER: \_\_\_\_\_

OWNER: \_\_\_\_\_

NAME OF SUBMITTING PARTY \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

THE SUBMITTAL HAS \_\_\_\_\_ HAS NOT \_\_\_\_\_ COMPLIED WITH THE SUMMIT RIDGE DESIGN GUIDELINES AS PER THE ANALYSIS SET FORTH ON PAGE TWO OF THIS APPLICATION.

\_\_\_\_\_ Date: \_\_\_\_\_

# REVIEW ANALYSIS

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## PART I - SUBMITTAL PACKAGE

**Three (3) Full Sets of Plans – One (1) Set Size 11" X 17" & Two (2) Sets Size 24" X 36"**

|                 | Submitted                | Not Submitted            |
|-----------------|--------------------------|--------------------------|
| SITE PLAN       | <input type="checkbox"/> | <input type="checkbox"/> |
| FLOOR PLAN (S)  | <input type="checkbox"/> | <input type="checkbox"/> |
| ELEVATION (S)   | <input type="checkbox"/> | <input type="checkbox"/> |
| COLOR/MATERIALS | <input type="checkbox"/> | <input type="checkbox"/> |
| LANDSCAPE PLAN  | <input type="checkbox"/> | <input type="checkbox"/> |

## PART II – DESIGN GUIDELINE COMPLIANCE

### DESIGN REVIEW COMPONENTS COMPLIANCE

Approved / Not Approved

|                   |                          |                          |
|-------------------|--------------------------|--------------------------|
| Site Plan         |                          |                          |
| Landscaping       | <input type="checkbox"/> | <input type="checkbox"/> |
| Signage           |                          |                          |
| Exterior Lighting |                          |                          |

### INDIVIDUAL LOT-COMPLIANCE

|  |                          |                          |
|--|--------------------------|--------------------------|
| Setbacks (6.5.4)                       |                          |                          |
| Site Planning Compliance (Section 5.1) | <input type="checkbox"/> | <input type="checkbox"/> |
| Repeat of style or theme               |                          |                          |
| Materials/mix                          |                          |                          |
| Color                                  |                          |                          |

### ARCHITECTURAL COMPLIANCE (7.3.1-a-h)

|              |                          |                          |
|--------------|--------------------------|--------------------------|
| Foundation   |                          |                          |
| Decks        |                          |                          |
| Windows      | <input type="checkbox"/> | <input type="checkbox"/> |
| Colors       |                          |                          |
| Materials    |                          |                          |
| Stucco trim  |                          |                          |
| Solar panels |                          |                          |

### OTHER REQUIREMENTS (7.3.2 a-e)

|                                   |                          |                          |
|-----------------------------------|--------------------------|--------------------------|
| Elevations                        |                          |                          |
| Roof                              |                          |                          |
| Garage                            | <input type="checkbox"/> | <input type="checkbox"/> |
| Porches                           |                          |                          |
| Garage orientation                |                          |                          |
| Mechanical Equipment              |                          |                          |
| Ancillary structures              |                          |                          |
| Housing Type Requirements (7.3.3) |                          |                          |

### LANDSCAPE COMPLIANCE (Sec. 9)

|                         |                          |                          |
|-------------------------|--------------------------|--------------------------|
| Conformance to Table II | <input type="checkbox"/> | <input type="checkbox"/> |
|-------------------------|--------------------------|--------------------------|

### OTHER REVIEW COMMENTS:

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