

11018444
 08/26/2010 02:03 PM \$285.00
 Book - 9852 Pg - 4948-5060
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 ROSECREST
 BY: KAB, DEPUTY - WI 113 P.

After recording return to:

Rosecrest, Inc.
 4393 Riverboat Road (800 W)
 Suite 450
 Salt Lake City, UT 84123
 Phone: (801) 461-9729
 Fax: (801) 461-9723

**DECLARATION OF COVENANTS, CONDITIONS AND
 RESTRICTIONS AND RESERVATION OF EASEMENTS
 (with Association Bylaws)**

Herriman Towne Center Master Planned Community

City of Herriman, Salt Lake County, Utah

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS for the HERRIMAN TOWNE CENTER MASTER PLANNED COMMUNITY (together with all amendments, supplements, and other modifications hereto, the "**Declaration**") is made on this 25th day of August, 2010, by Rosecrest, Inc., a Utah corporation ("**Declarant**"), in its capacity as the owner of the Herriman Towne Center Master Planned Community (the "**Community**") in the City of Herriman, Utah (the "**City**"). By executing and recording this Declaration, Declarant hereby declares that the real property described in **Exhibit A** and any additional property (collectively the "**Property**") made subject to this Declaration in the future by amendment or **Supplement** (defined below in section 2.01) shall constitute the Community referred to in this Declaration. This Declaration and any Supplement hereto shall run with the title to such Property, shall govern the development and use of such Property, and shall be binding upon current and future owners of any portion of the Property, their respective heirs, successors, successors-in-title, and assigns, and any other person or entity that now or hereafter has any legal, equitable, or beneficial interest in any portion of such Property. This Declaration and any Supplement hereto shall also be binding upon Herriman Towne Center Homeowners Association, its successors and assigns. By taking title to Property in the Community, all Owners join in and accept the intent, purposes, and objectives of this Declaration and agree to be bound by it. Each party bound by the terms of this Declaration acknowledges the benefits received from its existence and the Declarant's prior actions and accepts these benefits and the burdens that accompany this Declaration.

RECITALS:

A. Declarant is the owner of the Property constituting certain real property in the City which is set forth and described in (i) **Exhibit A** attached hereto and made a part hereof or (ii) a Supplement.

B. Declarant is developing the Property as a master planned community to be known as the Herriman Towne Center Master Planned Community pursuant to the Master Plan approved by the City on October 9, 2008 (the "**Development Plan**") and the Master Development Agreement with the City (the "**MDA**") as such MDA may be altered or amended from time to time through the continuing negotiations with the City. It is currently anticipated that the Community will contain over 2,000 residential **Units** (defined below in section 2.01) along with commercial lots regulated by a separate declaration. The Community will also contain common areas such as parks, open space and private alleys (the "**Common Areas**") which are intended to be used and enjoyed by the **Owners** (defined below in section 2.01) pursuant to the provisions of this Declaration.

C. In furtherance of the Development Plan for the Community, Declarant intends to adopt the provisions of this Declaration for the benefit of the Owners of the Property, all of which provisions shall run with the title to the Property and each Unit within the Property. In addition, Declarant has created or will create the Herriman Towne Center Homeowners Association (the "**Association**") to which Declarant in due course will delegate and assign, among other things, (1) the powers of owning, maintaining and administering the Common Areas, (2) the duties of administering and enforcing this Declaration, and (3) the duties of collecting and disbursing the assessments and charges hereinafter created in connection with the operation, maintenance, repair and replacement of the Common Areas and the functions and obligations of the Community Association created hereunder.

ARTICLE 1 GENERAL

1.01 **General Purposes.** Declarant intends to develop the Community as a mixed-use master planned community with neighborhoods having various attached and unattached single-family residential units, condominiums, apartments, businesses, recreational open space, and private alleys. Declarant intends that this Declaration (i) establish and provide for the continued maintenance of the Community as an attractive and desirable residential community, (ii) preserve and add long term value to the Property for the benefit of the Owners, (iii) create and preserve open space with an integral park system, and (iv) provide the Community rules governing the development, maintenance, and use of the Property within the Community. This Declaration will govern businesses only to the extent that businesses are operated from a residential Unit designated by as a Live-Work Unit (defined below in Section 2.01) in Exhibit A or in a Supplement to this Declaration. The Community will include businesses other than live-work Units subject to this Declaration, and those businesses will be governed by a separate declaration recorded by Declarant for the commercial lots.

1.02 **Densities.** The densities for the Community are generally defined in the Development Plan and may be further set forth or clarified in the MDA between Declarant and the City.

1.03 **Association.** Declarant has or will create the Association as a Utah non-profit corporation. The Members of the Association will be the Owners (including Declarant) of Units within the Community. Declarant intends to delegate and assign to the Association the powers of owning, maintaining and administering the Community's Common Areas, the duties of administering and enforcing this Declaration, and of levying, collecting and disbursing the assessments and charges herein created.

1.04 **Declaration.** In order to further the general purposes stated above, Declarant hereby declares that all of the Property shall at all times be owned, held, sold, conveyed, occupied, used, and enjoyed subject to the provisions of this 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 such properties and all of which shall burden, benefit, and be binding upon Declarant, all other persons or entities having or acquiring any right, title or interest therein, and their respective successors, assigns, heirs, devisees and personal representatives.

1.05 **Supplement and Exclusions to Declaration.** At any time prior to the Change of Control Date, Declarant may add or remove any real property to or from the terms of this Declaration by recording in the Public Records a Supplement or Exclusion which (i) describes such property, (ii) declares that such property is or is not subject to this Declaration, and (iii) is signed and acknowledged by Declarant. Supplements by which real property is submitted to the terms of this Declaration may be necessary when new Neighborhoods are added to the Community. Exclusions may be necessary for schools, churches, commercial property, and other lots that shall be governed by other declarations or are otherwise not subject to this Declaration for residential Units.

1.06 **Form of Conveyancing; Leases.** Any deed, lease, mortgage, deed of trust, purchase contract or other instrument conveying or encumbering title to a Unit shall describe the interest or estate involved substantially as follows:

lot (or Unit) No. _____ as identified on the Plat recorded in the Office of the Salt Lake County Recorder as Entry _____, Map # _____ contained within Plat "_____" Herriman Towne Center Master Planned Community, City of Herriman, Salt Lake County, Utah (as such Plat may have heretofore been amended or supplemented), SUBJECT TO the Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements of the Herriman Towne Center Homeowners Association, as recorded in the Office of the Salt Lake County Recorder as Entry _____ (as said Declaration may have heretofore been amended or supplemented), TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration (as said Declaration may have heretofore been amended or supplemented).

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a lot or Unit.

1.07 **Right to Develop and Market.** Notwithstanding anything in this Declaration to the contrary, no provision of this Declaration is intended or shall be construed to prevent or limit Declarant's rights to develop and market the Community and to exercise the rights reserved by Declarant as herein provided. Such rights reserved to Declarant include, but are not limited to the right to maintain a reasonable number of promotional, advertising, and/or direction signs, or similar items at any place or places on the Property, provided that any such item is of a size and in a location as is reasonable and customary and shall be of professional quality.

ARTICLE 2 DEFINITIONS

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

(a) **"Apartment Lot"** shall mean a subdivided parcel of land with the Community that has been approved by the City for the construction of residential apartments and designated as such on the applicable Plat on in an Exhibit or Supplement to this Declaration. Although an Apartment Lot shall be a single Unit, the number of votes and assessments shares for an Apartment Lot shall be equal to the number of completed individual apartment units constructed on the Apartment Lot. In other words, for any Unit containing separate residential dwellings that are intended to be leased to separate families, such Unit shall have the number of votes and shall pay for assessments equal to the number of separate dwellings within such Unit. For example, if an Apartment Lot has 24 completed apartments with a certificate of occupancy, and a Common Assessment of \$100.00 is made against each Unit, the Common Assessment payable by such Apartment Lot would be \$2,400.00.

(b) **"Articles"** shall mean the Articles of Incorporation of the Herriman Towne Center Homeowners Association, as such Articles may be amended from time to time.

(c) **"Association"** shall mean the Herriman Towne Center Homeowners Association to be formed by Declarant pursuant to the laws of the State of Utah.

(d) **"Board"** shall mean the Board of Directors of the Association, appointed by Declarant during the Declarant Control Period or elected by the Owners following the Change of Control Date in accordance with the Articles and Bylaws of the Association.

(e) **“Builder”** shall mean a person (including without limitation a legal entity) who purchases one or more unimproved or improved lots or parcels of land within the Community for further subdivision or development and resale in the ordinary course of their business. Builders have the same privileges and responsibilities as Owners during the time that they own Units for construction and resale, including the privileges of membership in the Association. In addition, to further the purposes of this Declaration and to enhance the development of specific Neighborhoods, Declarant may extend any of the rights it has reserved under this Declaration with respect to development, marketing, and sale of property in the Community to such Builders as it may designate from time to time.

(f) **“Bylaws”** shall mean the Bylaws of the Association as set forth in **Exhibit B** attached hereto, as such bylaws may be amended from time to time.

(g) **“Capital Improvement Assessment”** shall mean the charge against each Owner and the Owner’s lot or Unit for the purposes specified in Section 11.05.

(h) **“Change of Control Date”** shall mean the date on which Declarant’s Class B voting rights terminate pursuant to the provisions of Section 11.02(e).

(i) **“City”** means the City of Herriman, Salt Lake County, Utah.

(j) **“Common Assessment”** shall mean the charge against each Owner and the Owner’s lot or Unit for the purposes specified in Section 11.02.

(k) **“Common Areas”** shall mean all the real property, Improvements, facilities and equipment owned or managed by the Association, or owned by another person subject to an agreement, lease, license, easement or other arrangement which grants or imposes for rights or responsibilities for Declarant or the Association for the benefit of more than one Owner. The Common Areas within the Community shall include without limitation the community open space, any roads or alleys not dedicated to and accepted by the City, and any other areas within the Community clearly intended as and identified as common area, limited common area, or Association property, which areas may be specified in the Development Plan and, where applicable, in other separately recorded documents identifying Common Areas or specifying an interest of the Association with respect to any Common Areas. Common Areas shall also include any communications systems, electronic networks or cable TV systems operated, leased, or subscribed to by the Association for the benefit of the Owners within the Community. The Common Area includes any property and facilities in which the Association holds possessory or use rights for the common use or benefit of more than one Unit and any property that the Association holds under any or easements in favor of the Association. Common Areas shall not include (i) any roads dedicated to and accepted by the City, (ii) any parks private dedicated to and accepted by the City or other legal entity and for

which the Association no longer has any responsibility, or (iii) any Neighborhood Common Area.

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

(m) **“Declarant”** shall mean Rosecrest, Inc., a Utah corporation, and its successors and assigns to whom it assigns, in whole or in part, the rights of Declarant hereunder by an express written assignment.

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

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

(p) **“Design Guidelines”** shall mean the design guidelines adopted by Declarant in accordance with this Declaration, as amended from time to time by the Association, including without limitation the design guidelines attached hereto as **Exhibit C**.

(q) **“Design Review Committee”** shall mean the Design Review Committee for the Community created to ensure compliance with the Design Guidelines pursuant to Article 6 hereof.

(r) **“Development Agreement”** shall mean any agreement executed by and between the City and Declarant pertaining to the development of any portion of the Community.

(s) **“Development Assignee”** shall mean any person or entity that, in conjunction with acquiring all or part of the Property from Declarant, receives an assignment of Declarant’s rights pursuant to this Declaration, including Declarant’s class B voting rights pursuant to Section 11.01 of this Declaration.

(t) **“Development Plan”** shall mean the preliminary plats for the Community approved by the City as the same may be amended from time to time, including without limitation the final plats recorded in the Public Records. The Development Plan is not intended to set forth the final approved configuration of all elements of the Community.

(u) **“Director”** shall mean a member of the Board.

(v) **“Dissolution”** shall mean acts or non-acts by the Association that cause the voluntary or involuntary dissolution of the Association.

(w) **“Exclusion”** shall mean a document recorded by the Declarant in the Public Records prior to the Change of Control Date to remove any real property from the terms of this Declaration and which (i) describes such property, (ii) declares that such property is or is not subject to this Declaration, and (iii) is signed and acknowledged by Declarant.

(x) **“Guest”** shall mean any family member, tenant or invitee of an Owner, or any family member, tenant or guest of such a person.

(y) **“Improvements”** 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, recreational amenities, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planting, planted trees and shrubs, and related fixtures and equipment.

(z) **“Initial Common Assessment”** shall mean the assessment made against the lot containing a Unit at the day and time of the first closing in which such Unit is transferred to an Owner other than Declarant or a Builder, or if no transfer takes place, on the date twelve (12) months after a certificate of occupancy of similar approval of completion is issued for the Unit. The amount of the assessment shall be \$250.00 or such amount as may be determined by the Board from time to time, provided that in no instance shall such amount exceed one-half percent (1/2%) of the total purchase price or value of the Unit, all as set forth in subsection 11.02(c) below. No provision or term in this Declaration shall be interpreted to prevent the collection of Common Assessments and other assessments from the Owner of the lot prior to assessment of the Initial Common Assessment.

(aa) **“Limited Common Area”** shall mean a certain portion of Common Area assigned for the exclusive use or primary benefit of less than all Units. Limited Common Areas might include such things as entry features, recreational facilities, lakes, green space, green courts, and landscaped medians and cul-de-sacs, among other things. The Declarant may designate property as Limited Common Area and assign it to a particular Neighborhood or particular Units on the recorded plat depicting such property, in the deed conveying such property to the Association, or in the Supplement by which the property is submitted to the terms of this Declaration.

(bb) **“Live-Work Unit”** shall mean a Unit that is designated on the applicable Plat or in an Exhibit or Supplement to this Declaration as a Unit in which an Owner shall have the right to operate a business, provided the business is not disruptive, burdensome, or detrimental to the residential character of the neighborhood. The business use of the Unit shall be ancillary to the residential use, and no use shall be allowed that could be deemed to be a nuisance to other Units. Only ancillary businesses with a minimum of impact upon the residential character of the Community shall be allowed in Live-Work Units, such as professional offices (e.g., accountants, attorneys, architects, and

engineers), barbershops, and beauty salons. Under no circumstances shall industrial, retail, or other heavy commercial uses be allowed in the Live-Work Units. The area allowed for the business use in the Live-Work Unit shall not exceed 1,500 square feet and must be specifically approved by the Design Review Committee as a business area prior to construction of the Unit.

(cc) **"Managing Agent"** shall mean any person or entity appointed or employed as an agent to manage the Common Areas.

(dd) **"Member"** shall mean a member in the Association through ownership of a Unit within the Community. Any Owner of a Unit is automatically a Member of the Association.

(ee) **"Mortgage"** shall mean any mortgage or deed of trust or other conveyance of a lot or Unit given to secure a loan from an institutional lender in the business of making or holding residential real estate loans, provided that the loan is used to finance the purchase of the lot or Unit and the lien and security interest for such loan will be void and reconveyed upon the repayment of such loan, and further provided that such lender is not affiliated in any way with the Owner of the lot or Unit.

(ff) **"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 or Unit superior to the lien of any other Mortgagee.

(gg) **"Mortgagor"** shall mean a person who mortgages the Owner's lot or Unit to another (i.e., the maker of a Mortgage), and shall include the trustor of a deed of trust.

(hh) **"Neighborhood"** shall mean that portion of the Community included in Neighborhood Association created by Declarant or the Association. A Neighborhood may be comprised of Units of more than one housing type and may include Units that are not contiguous.

(ii) **"Neighborhood Association"** shall mean a separate condominium or owners association created by the Association to administer additional covenants applicable to a particular area or portion of the Community, such as a portion of the Community developed as condominiums or having special requirements or significant Limited Common Area. The jurisdiction of any Neighborhood Association shall be subordinate to that of the Association.

(jj) **"Neighborhood Common Area"** shall mean certain real property owned by a Neighborhood Association for the exclusive use or primary benefit of the Units within such Neighborhood. Neighborhood Areas might include such things as entry features, recreational facilities, green space, green courts, and landscaped medians and

cul-de-sacs, among other things. The Declarant may designate property as Neighborhood Common Area and assign it to a particular Neighborhood Association on the recorded plat depicting such property, in the deed conveying such property to the Association, or in the Supplement by which the property is submitted to the terms of this Declaration. A Builder or Neighborhood Association may create Neighborhood Common Area within a Neighborhood to be maintained at the costs and expense of the Neighborhood Association provided that such Neighborhood Common Area is not created from the Common Area of the Association without the written consent of the Association.

(kk) **“Owner”** shall mean the person, including Declarant, holding title of record to any Unit as reflected in the Public Records (including without limitation contract purchasers under executory contracts of sale), but excluding those persons having such interest merely as security for the performance of an obligation. For purposes of membership in the Association (i.e., voting) and being obligated to pay assessments levied against Units by this Declaration, the term shall refer to owners of the Units. If a Unit has more than one Owner, all co-owners are jointly and severally obligated to perform the responsibilities of the Owner under this Declaration, but such co-owners shall appoint one person to be the Owner for purposes of voting hereunder. Every Owner is automatically a Member of the Association. However, there shall be only one membership per Unit. Thus, if a Unit has more than one Owner, all co-owners of the Unit shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth below and in the Bylaws. If an Owner is a corporation, a partnership, or other legal entity, its membership rights may be exercised by any officer, director, partner, or trustee, or by an individual the Owner designates from time to time in a writing to the Association's Secretary, except that only the individuals residing in the Unit shall be entitled to use any Common Areas available for use by Owners.

(ll) **“Plat”** shall mean a recorded subdivision plat, as amended from time to time, covering residential lots, Units, and/or Common Areas within the Community.

(mm) **“Community”** shall mean the Herriman Towne Center Master Planned Community as it exists at any time.

(nn) **“Property”** shall mean the real property located in Herriman City, Utah as described on **Exhibit A** attached hereto or in any Supplement to this Declaration.

(oo) **“Public Records”** shall mean the Office of the County Recorder of Salt Lake County, Utah.

(pp) **“Reserves”** shall mean those reserves anticipated in Sections 11.02(b) and 11.03.

(qq) **“Rules and Regulations”** shall mean the Rules and Regulations for the Community’s Common Areas adopted by the Board pursuant to Section 12.03 as amended from time to time.

(rr) **“Service Area”** shall mean a portion of the Community in which the Units share Limited Common Areas or receive special benefits or services from the Association that the Association does not provide to all Units within the Community. A Unit may be assigned to more than one Service Area, depending on the number and types of special benefits or services it receives. A Service Area may be comprised of Units of more than one housing type and may include Units that are not contiguous. Declarant or the Association may designate Service Areas and assign Units to a particular Service Area either in Exhibit A or in a Supplement.

(ss) **“Shared Lot Common Area”** shall mean an area or feature along a Unit or lot boundary common to two or more Units, such as a shared wall, fence, or roof, which area is for the exclusive use and enjoyment of the Owners of the lots sharing such common feature between them.

(tt) **“Special Assessment”** shall mean the charge against each Owner and the Owner’s particular lot for the purposes specified in Section 11.04.

(uu) **“Specific Assessment”** shall mean the charge against a particular Owner and the Owner’s lot for the purposes specified in Section 11.06.

(vv) **“Supplement”** shall mean a document recorded with Sale Lake County by the Declarant prior to the Change of Control Date to make real property subject to the terms of this Declaration which (i) describes such property, (ii) declares that such property is subject to this Declaration, and (iii) is signed and acknowledged by Declarant.

(ww) **“Supplemental Assessment”** shall mean the charge against an Owner of a lot and such Owner’s lot for the purposes of maintaining Shared Common lot Areas or Unit exteriors as specified in Section 11.03.

(xx) **“Transfer”** shall mean any voluntarily or involuntarily abandonment, surrender, assignment or other form of transfer by the Association of any portion of or all of the Common Areas.

(yy) **“Unit”** shall mean a subdivided lot or condominium unit within the Community depicted as a separately identified parcel or unit on a recorded subdivision plat, survey, or condominium instrument, which may be independently owned and conveyed and is zoned or otherwise intended for development, use, and occupancy as a an attached or detached residence for a single family and is sometimes referred to as a **“Residential Unit.”** The term “Unit” refers to the land, if any, which is part of the Unit, as well as to any structures or other Improvements on the Unit. In the case of a building

within a condominium or other structure containing multiple dwellings, each dwelling shall be deemed to be a separate Unit. A parcel of land is considered a single Unit until a subdivision plat, survey, or condominium instrument is recorded subdividing it into more than one Unit. The term does not include Common Areas, as defined below, common property of any Neighborhood Association, or property dedicated to the public. Although an Apartment Lot is a single Unit pursuant to the foregoing, for all purposes of voting and assessments, the number of votes and assessments applicable to such a Unit shall be equal to the number of individual apartments contained within such Apartment Lot.

**ARTICLE 3
HERRIMAN TOWNE CENTER HOMEOWNERS ASSOCIATION**

3.01 **Association.** The Association shall do such things as are within its powers and as may reasonably be required to maintain the Community and its Common Areas as an attractive and desirable residential community. The Members of the Association shall be the Owners, including Declarant, of Units within the Community. The duties and powers of the Association shall relate to the Community as a whole and to the ownership and use of the Common Areas, their care, maintenance and upkeep, including the imposition of assessments for such purposes and the other lawful purposes of the Association upon the Owners and their Units.

3.02 **Neighborhood Associations and Service Areas.** The Declarant or Association may create one or more Neighborhood Associations or Service Areas with the Community from time to time to serve the special needs of or provide special services to Owners within such Neighborhoods or Service Areas that are not generally applicable to the Community as a whole.

(a) Neighborhood Associations. If a portion of the Community is developed as condominiums, or if other portions of the Community may have special requirements or significant Limited Common Area, the Declarant or Association may establish a separate Neighborhood Association for that particular area or portion of the Community. However, nothing in this Charter requires the creation of a Neighborhood Association, and the jurisdiction of any Neighborhood Association shall be subordinate to that of the Association. Any Neighborhood Association shall be responsible for administering the additional covenants applicable to the Property within its jurisdiction and for maintaining any Limited Common Area or property which it owns or which its covenants designate as being for the common benefit of its Members. A Neighborhood Association may promulgate rules and requirements in addition to and more stringent than those of the Association, but the Owners of Units in the Neighborhood Association are still subject to all of the rules and requirements of the Association unless a different rule and requirement applicable to the Neighborhood Association is approved in a writing that is signed and acknowledged by the Declarant or Association and then recorded in the Public Records.

(b) Creation of Service Areas. Declarant (or the Association as set forth in the procedure in this subsection -3.02(b)) may also create and place Units into one or more

Service Areas in which the Units share Limited Common Areas or receive special benefits or services from the Association that it does not provide to all Units within the Community. A Unit may be assigned to more than one Service Area, depending on the number and types of special benefits or services it receives. A Service Area may be comprised of Units of more than one housing type and may include Units that are not contiguous. Declarant may initially designate Service Areas (by name or other identifying designation) and assign Units to a particular Service Area either in Exhibit A or in a Supplement. Prior to the Change in Control Date, Declarant may unilaterally amend this Declaration or any Supplement to change Service Area boundaries. In addition, the Board may, by a resolution recorded in the Public Records, designate Service Areas and assign Units to them upon the affirmative vote of Owners exceeding 50% of the Units affected by the proposed designation.

(c) Service Area Committees. The Owners of Units within each Service Area may elect a "**Service Area Committee**" of no more than five (5) members to represent and act on behalf of the Owners with respect to the services and benefits that the Association provides to the Service Area. References to Service Areas herein shall also refer to such Service Area Committees, if appropriate from the context. Any assessment or action taken by the Board directed at or primarily affecting a Service Area shall be made in consultation with such Service Area Committee.

(d) Alleyway Service Area. Any Unit which has a garage, driveway, or other portion of the Unit that is accessed over a private alley within the Community shall be part of an Alleyway Service Area, and the Board shall make a Supplemental Assessment for the Alleyway Service Area for the maintenance of such private alleys.

3.03 Duties and Powers of Association. The Association, acting through the Board, shall have the powers and duties as provided for herein (including without limitation the Bylaws) and in the Articles and under Utah law, as well as any rights and powers that may reasonably be implied under the same, and also such additional powers as shall be reasonable and necessary for the Association to accomplish the purposes of this Declaration. The Association may also take any action reasonably necessary to effectuate any such right, privilege, or purpose.

3.04 Operation and Maintenance. The Association shall be responsible for the operation, management, regulation, maintenance, repair and replacement of the Common Areas, including without limitation Limited Common Areas. Without limiting the foregoing, the Association shall as needed operate, manage, regulate, maintain, repair and replace any surface, subsurface, or above-surface Common Areas, including roads, alleys, parks, trails, sidewalks or other Common Areas situated on or crossing any portion of the Community or which is the subject of an easement or license in favor of Declarant and/or the Association over property that is not a part of the underlying Property within the Community but for such easement or license.

(a) The Association shall not be responsible for the repair and maintenance of Neighborhood Common Area or Shared Lot Common Areas, but the Association may

make Supplemental or Specific Assessments for such repair and maintenance if the Board in its reasonable discretion determines that such areas should be maintained by the Association for the benefit of the Community. Each Owner shall be responsible for maintaining such Owner's Unit, including without limitation the Shared Lot Common Areas, in a good and attractive condition and state of repair and in full compliance with this Declaration and the Design Guidelines; *provided, however*, that the cost of the maintenance and repair of exteriors of such Units and the Shared Lot Common Area may be borne by the Owner(s) of the Units through Specific Assessments and Supplemental Assessments levied by the Association against the affected Units or lots as set forth herein.

(b) Although the Owners of the affected Units shall bear the costs through Supplemental or Specific Assessments, the Association may maintain the exterior of townhome or condominium Units, unless the Board determines that such Units are adequately maintained by a Neighborhood Association.

(c) The Association Board shall have the authority to rule upon any disputes between Owners involving Limited Common Areas and Shared Lot Common Area, and the decision of the Board shall be deemed to be final and binding absent a clearly erroneous decision.

3.05 Health and Safety. Neither Declarant nor the Association have any obligation or duty to provide services for the health and safety within the Community. Services related to the health and safety of the residents shall be provided by the City, and the Owners shall direct any concerns related to such issues to the City. Under no circumstances shall an Owner or Member, or a Guest of the same, have any right to enforce any duty or maintain an action related to such a duty against the Association. Each Owner shall defend, indemnify, and hold the Association harmless against any claims from such Owner's Guests against the association related to any alleged duty of the Association to provide for the health and safety of the Community.

3.06 Administration and Enforcement. Without limiting the generality of the powers of the Association set forth above, the Association shall have the power to:

(a) Grant easements or rights-of-way required by utilities to serve the Common Areas.

(b) Employ or contract with a manager to perform all or any part of the duties and responsibilities of the 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 Rules and Regulations.

(d) Contract with such persons as may reasonably be necessary or desirable to effectuate the purposes of this Declaration, including, without limitation, attorneys, accountants, and contractors to collect and dispose of solid waste and refuse, to maintain the landscaping, to provide security services, and the like, all with respect to the Common Areas.

(e) Take such actions as may reasonably be necessary or desirable to enforce the terms and provisions of the Articles, the Bylaws, this Declaration, or Utah law.

(f) Collect such assessments and enforce such liens as may be reasonably necessary or prudent to maintain the Common Areas in the judgment of the Board.

3.07 **Insurance.** The Association shall maintain such policy or policies of liability, fire and hazard insurance with respect to the Common Areas and personal property owned by the Association as required herein.

3.08 **Assessments.** The Association shall levy and collect all assessments as provided herein.

3.09 **Board of Directors.** The Association shall act through the Board as set forth herein. Unless the Articles, this Declaration, or Utah law specifically provide otherwise, the Board may exercise the Association's rights and powers without a vote of the membership. The Board is selected as provided for in Article 11 below. The Board may institute, defend, settle, or intervene on behalf of the Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Common Areas or Community, enforcement of this Declaration, or any other civil claim or action. However, the Board has no legal duty to institute litigation or any other proceeding on behalf of or in the name of the Association or its Members.

3.10 **Membership in the Association.** Every Owner, upon acquiring title to a Unit in the Community, shall automatically become a Member of the Association and shall remain a Member until such time as the ownership of the Unit giving rise to such membership ceases, for any reason, at which time the successor Owner of the Unit shall become the successor Member with respect to such Unit.

3.11 **Membership Appurtenant.** Membership in the Association shall be appurtenant to and may not be separated from the ownership of a Unit. Ownership of a Unit shall be the sole qualification for membership in the Association, and such membership shall not be transferred, pledged, or alienated in any way except upon the transfer of title to the Unit giving rise to such membership, and then only to the successor in interest of such title. Any attempt to otherwise transfer a membership shall be null and void, and will not be reflected upon the books and records of the Association.

3.12 **Title to the Common Areas.** Declarant hereby agrees that it will convey or assign (where Declarant owns less than the title) all of its right, title and interest in and to the Common Areas to the Association, free and clear of all encumbrances and liens, except for the following:

- (a) conditions, restrictions and reservations of easements set forth in this Declaration or any Plat;
- (b) liens for taxes and assessments;
- (c) the terms of other easements and reservations interests in Declarant's chain of title, excluding financial liens; and
- (d) any public rights of record.

The Declarant shall delay the conveyance of the title or assignment of rights as set forth in this Section 3.11 until after the recording of applicable Plats or entitling documents in the Public Records and completion of construction of any Common Areas as required by this Declaration.

3.13 **Taxes on Common Areas.** Unless the property is exempt, real estate taxes or assessments levied or assessed against or upon the Common Areas shall be paid by the Association and shall constitute a portion of Common Expenses unless the applicable taxing or assessing authority is willing to prorate the same equally to each Owner's lot or Unit. Each Owner shall execute such instruments and take such action as may be reasonably specified by the Association to obtain separate real estate tax assessments for the Common Areas on the Owner's Unit.

3.14 **Damage or Destruction to Common Areas.** Damage to or destruction of all or any portion of the Common Areas shall be handled in the following manner:

- (a) If the insurance proceeds are sufficient to effect total restoration in the event of damage or destruction to any Common Area, then the Association shall cause such Common Area to be repaired and reconstructed substantially as it previously existed.
- (b) If the insurance proceeds are insufficient to effect total restoration, then the Association shall cause such Common Area 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 and their lots and Units, in accordance with the provisions of this Declaration.

**ARTICLE 4
EASEMENTS AND THIRD PARTY RIGHTS**

4.01 **Easements Reserved by Declarant.** As to the Property, Declarant hereby reserves to itself and its assigns the following easements:

(a) **Construction Easements and Related Rights.** Declarant hereby reserves for the benefit of Declarant and its assigns (including without limitation Builders) the right from time to time:

(i) to install utilities and infrastructure to serve the Community, including without limitation electricity, water, sewer, phone, communications cables, and stormwater and drainage systems;

(ii) to construct, inspect, maintain, repair and replace any utilities or Improvements necessary or required for the full development of the Community on the Property owned by Declarant or a Builder, on the Common Areas, and on portions of lots outside of the building areas of Units which may be designated on a Plat;

(iii) to establish and use nonexclusive perpetual utility and other easements, leases, permits or licenses on, over, upon, across, above, under and through the Common Areas for uses including, but not limited to, access roads, paths, sidewalks, pathways, trails, clubhouse, pool, playgrounds, mailbox structures, 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, drainage facilities, monuments, recreational areas and amenities, parking areas, conduit installation areas, storage facilities for supplies and equipment, earth walls and other roadway supports, lights, and signage;

(iv) to create other interests, reservations, easements, exceptions and exclusions for the best interest of the 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 Units designated on a Plat; and

(v) to construct and maintain offices, prefabricated structures, booths or other structures for administrative, sales and promotional purposes relating to the Community during its development and marketing.

(vi) To further the purposes of this Declaration and to enhance the development of specific Neighborhoods, Declarant may extend any of the rights it has reserved under this Declaration with respect to development, marketing, and

sale of property in the Community to such Builders as it may designate from time to time.

(b) **Landscaping and Drainage Easements.** Declarant hereby reserves for itself and its assigns an easement across the Property (except the portions thereof occupied by Improvements) and within all Common Areas:

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

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

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

(iv) 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 convey water in those drainage ways; and

(v) 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.

(c) **Easements for the Benefit of Owners.** Declarant hereby reserves for the benefit of the Association and all the Owners, the following described perpetual non-exclusive easements over all portions of the Common Areas designated on the Plats, for the use and enjoyment of the Owners and Units in accordance with this Declaration: Easements, including any necessary access rights, for the installation, maintenance and repair of utilities and services; for drainage over, across and upon adjacent lots for water from normal use of adjoining lots, and for the construction, maintenance and repair of earth walls, slopes, retaining walls and other supports, *provided* that any such action taken or any other use of such easements does not unreasonably impair the use of the Units affected thereby. Declarant also reserves any other easements referred to on any Plat as reserved by Declarant for the use and enjoyment of the Owners.

(d) **Path Easements.** Declarant or Builder may cause certain Units to be subject to an easement permitting Owner or public access trails, paths, or walkways within the boundaries of such Units (a "**Path Easement**"). Any Path Easement shall be shown and described on a Plat recorded in the Public Records, and no Path Easement shall be newly created on a Unit conveyed to an Owner without the written consent of the

Owner. Declarant grants to the Association a perpetual, non-exclusive easement on, over, under, through, and across any such Path Easement for maintenance purposes, and the Owners and occupants of all Units shall have an easement permitting the use of the Path Easements for the intended purposes. In addition, the public may be granted similar use rights over any Path Easement. The use of any Path Easement shall be subject to the Rules and Regulations of the Association. The Association shall maintain the Path Easements as a Common Expense in the case of a Path Easement created by the Declarant or accepted in writing as Common Area of the Association, and the Builder or Neighborhood Association shall maintain the Path Easements in the case of a Path Easement created by the Builder that is not accepted as Association Common Area. No Owner or other person shall place or construct any improvement or thing within a Path Easement area without the Association's prior written consent, which consent may be withheld in the Association's discretion, and no Owner or person shall take any action that otherwise interferes with the exercise of the easement rights provided under this subsection 4.01(d).

4.02 Easements for Benefit of Association. Declarant hereby grants to the Association, its licensees, invitees, lessees, successors and assigns, a nonexclusive, perpetual easement over, upon, across, above, under and through the Property and each portion thereof to exercise any right held by or obligation imposed upon the Association under this Declaration or any other documents recorded in the Public Records. Notwithstanding the foregoing, the Association shall not enter upon any Unit without reasonable prior notice to the Owner of the lot or Unit, except in cases of emergency. Declarant hereby grants to the Association easements over the Property and Community as necessary to enable the Association to fulfill its obligations, duties, maintenance responsibilities, and enforcement rights under this Declaration. The Association shall also have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons; to perform maintenance; to inspect for compliance with this Declaration; and to enforce this Declaration. Any member of the Board and its duly authorized agents and assignees and all emergency personnel in the performance of their duties may exercise such right. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

4.03 Other Easements. The Property shall be subject to the following easements in addition to those created in this Declaration:

(a) **Easements on Plats and of Record.** The Property shall be subject to all easements shown on any Plat, and to any and all easements recorded in the Public Records.

(b) **Parking.** The Association is hereby empowered to establish "parking" and "no parking" areas within the Common Areas, as well as to enforce these parking limitations by all means lawful for such enforcement including the removal of any violating vehicle.

(c) **Easements for City and County Public Service Use.** Declarant hereby reserves and covenants for itself and all future Owners within the Community, easements for any 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 Property for the purpose of enforcing the law.

(d) **Cable Television, Internet Service, and Similar Utilities.** Declarant hereby reserves easements in, upon, over, across and through the Property for the installation of a cable television system, internet service, or similar utilities, together with the right to grant and transfer such easements.

4.04 **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 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 in the Public Records, whether or not referred to, reserved and/or granted in any instrument of conveyance.

4.05 **Limitation on Owner Easement.** Each Owner's appurtenant right and easement of use and enjoyment respecting the Common Areas shall be subject to the following:

(a) The right of the Association to govern by reasonable Rules and Regulations the use of the Common Areas so as to provide for the enjoyment of the Common Areas in a manner consistent with the collective rights of all of the Owners;

(b) The right of the City, and any other governmental or quasi-governmental body having jurisdiction over the Property within the Community, to enjoy access and rights of ingress and egress over and across any open area contained within the Common Areas for the purpose of providing police and fire protection and providing any other governmental or municipal service; and

(c) The right of the Association to dedicate or transfer any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association; *provided* that such dedication or transfer must first be approved by the affirmative vote or written consent of a majority of all outstanding Member votes.

4.06 **Additional Reservation of Rights.** Notwithstanding any provision to the contrary, the Declarant also reserves the non-exclusive right and power to grant and record such specific easements consistent with Article 4 or the general purposes of this Declaration as it deems necessary to develop the Property and Community. If the Property is no longer owned by the Declarant, the location of the specific easement shall be subject to the written approval of the Owner of the burdened property, which approval shall not unreasonably be withheld, delayed, or conditioned. Declarant hereby reserves for itself and its duly authorized agents, successors, and

assigns the non-exclusive right and power to grant any homeowners or condominium association it may designate and their respective members an easement over the Common Areas for the purpose of enjoyment, use, and access. Any homeowners or condominium association granted such rights shall be obligated to share in the costs of the maintenance of such areas as reasonably determined by the Declarant. Notwithstanding any provision to the contrary, Declarant reserves the right to deny access to the City or any utility or service provider, to the extent permitted by law, or to condition such access on negotiated terms acceptable to Declarant.

4.07 **Minimal Interference.** All work associated with the exercise of the easements described in subsections (a) and (b) of this section shall be performed so as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the person exercising the easement shall make reasonable efforts to restore the property, to the extent reasonably possible, to the condition existing prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

ARTICLE 5 OWNERS' RIGHTS AND OBLIGATIONS

5.01 **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 Areas, which right and easement shall be appurtenant to and shall pass with fee title to the Owner's Unit, subject to the rights of the Association as set forth in this Declaration and the Articles, including the right of the Association to suspend the voting rights and rights to use the Common Areas (except, if necessary for ingress and egress to the Owner's Unit) by an Owner for any period during which (i) any assessment against such Owner's Unit remains unpaid and delinquent or (ii) any other material violation of this Declaration continues to exist after ten (10) days written notice to Owner, including without limitation any infraction of the Rules and Regulations. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Owners of Units set forth herein and in the Rules and Regulations.

5.02 **No Exemption from Liability.** No Owner shall be exempt from personal liability for assessments to be levied by the Association, nor shall the Unit owned by such Owner be released from the liens and charges thereof by waiver of the use and enjoyment of the Common Areas or the facilities thereon or by abandonment of the Owner's Unit.

5.03 **Maintenance Obligations of Owners.** It shall be the duty of each Owner to abide by the provisions of the Declaration regarding Design Review Committee approval and the maintenance, repair and upkeep of the Owner's lot or Unit in a neat, sanitary and attractive condition. It shall also be the duty of each Owner to pay any and all assessments legally

assessed pursuant to this Declaration for the maintenance of the Common Areas and the other purposes set forth herein.

5.04 Maintenance and Repairs. Each Owner shall, at the Owner's own cost, maintain the Owner's Unit and lot in good condition and repair at all times. In the event of the damage or destruction of any Unit, the Owner of the Unit shall either rebuild the same within a reasonable time or shall raze the remains thereof and landscape the lot so as to prevent the unsightly appearance and dangerous condition of a partially destroyed building in the Community. In addition, each Owner shall also be responsible for mowing, weeding, irrigating, and otherwise maintaining the landscaping in any park-strip between the road and sidewalk in front of the Owner's Unit or the landscaping within that portion of any other adjacent Common Area or public or private right-of-way lying between the Unit boundary and any wall, fence, or curb located on the Common Area or public or private right-of-way, but only to the extent such area is reasonably or logically associated with such Unit and the maintenance burden of such adjacent is a reasonable, proportionate, and ancillary to the maintenance of the Owner's property. Owners may not remove or replace trees, shrubs, or similar vegetation from these areas without the written permission of the Board. Trees within these adjacent areas may also be maintained by or with the City or the Association. A change in the painting, remodeling, rebuilding, or modification of any Unit exteriors or parts thereof must first be submitted to and approved by the Design Review Committee pursuant to its procedures. Subject to such Design Review Committee approval, all repainting/staining and other maintenance of the exteriors of the Units shall be performed by or at the direction of (and at the expense of) the Owners of such Units, and the Owners shall maintain their Units in a good and attractive condition and excellent state of repair and in compliance with this Declaration and the Design Guidelines. No Owner shall neglect his lot or Unit or fail to take all reasonable steps to keep the same in a good and attractive condition and state of repair at all times. If an Owner fails to repair and maintain such Owner's Unit or lot pursuant to the standards set forth in this Declaration, the Board may provide written notice to such Owner of such failure (a "**Maintenance Notice**"). If an Owner (a) fails to take the maintenance or repair action specified in a maintenance notice within one month, or (b) fails to begin such action within one month and diligently proceed until completion to the extent such maintenance or repair actions cannot reasonably be completed within one month, the Association shall have the right to perform such maintenance or repair action at the cost and expense of such Owner as a Specific Assessment pursuant to Section 11.06 of this Declaration. In addition, an Owner may be fined pursuant to Section 9.07 below for any failure to timely take the maintenance or repair action specified in a maintenance notice.

5.05 Maintenance of Shared Lot Common Areas.

(a) In general, every roof area, fence, wall, or other structure, including without limitation the foundation of adjoining Units, which is built as a part of the original construction of a Unit *and* placed on the boundary line between separate Units shall constitute and be a Shared Lot Common Area, and the Owner of a Unit immediately adjacent to a Shared Lot Common Area shall have the obligation and be entitled to the

rights and privileges of these covenants and, to the extent not inconsistent herewith, the general rules of Utah law regarding party walls.

(b) Rights in Shared Lot Common Area: Each Owner of a Unit, which is adjacent to a Shared Lot Common Area, shall have the right to use the Shared Lot Common Area for the support and protection of the structure originally constructed thereon and all replacements thereof and shall have the right to keep, maintain, repair and replace therein all pipes, conduit, and ducts originally located therein and all replacements thereof.

(c) Damage to Shared Lot Common Area:

(i) If any Shared Lot Common Area is damaged or destroyed through the act or acts of any Owner of a Unit which is adjacent to such Shared Lot Common Area, or his agents, servants, tenants, or Guests, whether such act is willful, negligent or accidental, such Owner shall forthwith proceed to rebuild or repair the same to as good a condition as in which such Shared Lot Common Area Existed prior to such damage or destruction without costs therefore to the Owner(s) of the other adjoining Unit.

(ii) Any Shared Lot Common Area damaged or destroyed by some act or event other than one caused by the Owner of a Unit which is adjacent to such Shared Lot Common Area, or his agents, servants, or Guests, shall be rebuilt or repaired by the Owners of the adjacent Units to as good a condition as in which such Shared Lot Common Area existed prior to such damage or destruction at joint and equal expense of such Owners, and as promptly as is reasonably possible.

(iii) In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in this Section, to perform the necessary repair or rebuilding, then, the Association may cause such repairs or rebuilding to be performed in the manner as provided in this Section and the cost thereof shall be charged to such Owner as his personal obligation and shall be a continuing lien on the Owner's Unit.

(d) Change in Shared Lot Common Area: Any Owner of a Unit who proposes to modify, rebuild, repair or make additions to any structure upon his Unit in any manner which requires the extension, alteration or modification of any Shared Lot Common Area shall first obtain the written consent thereto, as to said Shared Lot Common Area, of the Owner(s) of the other adjacent Unit(s) and the Design Review Committee (or the Board after the Change of Control Date if there is no standing Design Review Committee), in addition to meeting any other requirements which may apply. In the event that a Shared Lot Common Area is altered, regardless of whether all required consents have been obtained, any express or implied warranties made by the Declarant concerning the structural integrity of the Shared Lot Common Area or any of the Units adjacent to the Shared Lot Common Area shall be null and void and the Owner who alters the Shared

Lot Common Area shall be responsible for any and all damage caused to any of the adjacent Units or improvements thereto.

(e) Arbitration: In the event of a disagreement between Owners of Units adjoining a Shared Lot Common Area with respect to their respective rights or obligations as to such Shared Lot Common Area, upon the written request of either of said Owners to the other the matter shall be submitted to the Board and the decision of the Board shall be final and binding absent clear error. The Board may hire an attorney or other professional to conduct and decide such arbitration, and the costs of such arbitrator shall be paid by the parties to the arbitration, with the non-prevailing party bearing the costs on each issue decided by the arbitrator.

5.06 **Owners Insurance.** Notwithstanding any insurance coverage required to be provided herein by the Association, each Owner shall be responsible to procure and maintain in force general hazard insurance and general liability insurance with respect to the Owner's lot and Unit in an amount exceeding the purchase price for the Unit.

5.07 **Assessments and Rules Observance.** Each Owner shall be responsible for the prompt payment of any Common, Special, Specific, or Supplemental Assessments or any other assessments provided for in this Declaration and for the observance of the Rules and Regulations promulgated by the Association from time to time.

5.08 **Transfer of Interests; Title.** Any Owner desiring to sell or otherwise transfer title to his or her Unit shall give the Board at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The Person transferring title shall continue to be jointly and severally responsible with the Person accepting title for all obligations of the Owner, including assessment obligations, until the date upon which the Board receives such notice, notwithstanding the transfer of title. Except for obligations already accrued, an Owner who, for other than purposes of security, transfers all of his interests in his lot to another, either voluntarily or by operation of law, shall be relieved of all obligations under this Declaration following such transfer. No persons other than Declarant and Builders whom the Declarant may authorize in writing shall subdivide or change the boundary lines of any Unit or combine Units without the Board's prior written approval. Any such action that the Board approves shall be effective only upon recording a plat or other legal instrument reflecting the subdivision or new boundaries of the affected Unit(s). In the absence of such recorded instrument, adjacent Units owned by the same Owner shall continue to be treated as separate Units for purposes of voting and assessment, even though such Units may be improved with a single dwelling. No Unit shall be used for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, unless such program is established with the prior written approval of the Declarant or Association.

5.09 Leasing Restrictions. Subject to the requirements or limitations of the City, an Owner may lease his Unit provided that (i) the term of the lease is no less than six (6) months, (ii) lessee receives and agrees to be bound by this Declaration, and (iii) any and all other requirements of this section or Declaration are satisfied. For purposes of this Declaration, the terms "Lease" and "Leasing" shall refer to the regular, exclusive occupancy of a Unit by any Person other than the Owner, for which the Owner receives any consideration or benefit. Any dwelling that is leased shall be leased only in its entirety; separate rooms, floors, or other areas within a dwelling may not be separately leased; however, any detached "in-law suite" or "guest house" approved pursuant to the Design Guidelines and Article 6 below may be leased separate from the main dwelling. All Leases shall be in writing and shall disclose that the tenants and all occupants of the leased Unit are bound by and obligated to comply with this Declaration. However, this Declaration shall apply regardless of whether such a provision is specifically set forth in the Lease. Within ten (10) days of a Lease being signed, the Owner of the leased Unit shall notify the Board or the Association's managing agent of the Lease and provide any additional information the Board may reasonably require. The Owner must give the tenant copies of this Declaration. The Owner shall remain liable for any and all assessments, fines, and other charges against or associated with the Unit, without regard to whether the fine or assessment was incurred to the actions of a tenant of the Unit. In addition to, but consistent with this section, the Declarant, Association or the Board may adopt additional Rules and Regulations governing Leasing and subleasing, which Rules and Regulations shall be deemed to be part of the Declarations pursuant to this reference for all purposes of Utah Code section 57-8a-209(2)(b), provided that such Rules and Regulations adopted after the transfer of the first lot within the Community shall include the provisions set forth in Utah Code section 57-8a-209(3). Such additional Rules and Regulations governing Leasing shall not be effective until recorded as an amendment to this Declaration, provided that no vote is required for the adoption of such Rules and Regulations governing Leasing as an amendment. For the lease of apartments in a Unit specifically designated as an Apartment Lot on the applicable Plat, (i) the lease may be for any duration deemed reasonable by the Owner of the Apartment Lot without regard to the six-month requirement applicable to all other Units, (ii) the Owner need not provide tenants with copies of the Declaration and need only provide notice to the tenants that the Owner will keep a copy of this Declaration in the leasing office for review by such apartment tenants, and (iii) the Owner of the Apartment Lot need not inform the Association of each apartment lease.

5.10 Maintenance by Neighborhood Associations. Without limiting the ultimate responsibility of the Owners in a Neighborhood to care for such Property, a Neighborhood Association shall maintain its common property and any other property for which it has maintenance responsibility in a manner consistent with this Declaration. Any Neighborhood Association shall also be responsible for maintaining and irrigating the landscaping within that portion of any adjacent Common Area or public right-of-way lying between the boundary of its common property and any wall, fence, or curb located on the Common Area or public right-of-way. A Neighborhood Association shall not remove or replace trees, shrubs, or similar vegetation from this area without prior approval of the Association. If the Neighborhood Association fails to fulfill its duties under this section 5.10, the Association may create a Service

Area with the boundaries of the Neighborhood to provide for such maintenance and collect assessments for the same from the Owners in the Neighborhood.

ARTICLE 6 DESIGN REVIEW

6.01 Design Guidelines. Subject to the City's ordinances and building codes, Declarant intends to cause all of the Property to be developed and all of the Common Areas to be constructed and completed pursuant to the Development Plan, Development Agreement, and Declarant's Design Guidelines. Design and construction of the Units shall be consistent with and shall comply with the procedures and criteria set forth in this Declaration and the Design Guidelines, including without limitation (i) Exhibit B attached hereto and (ii) such other building and design criteria for the Community that may be approved from time to time or amended from time to time by the Design Review Committee. Design Guidelines shall also be deemed to include the requirement that the quality of all materials to be used in any construction or Improvements within the Community be equal or superior to that utilized for original construction. Notwithstanding any provision to the contrary, all original construction completed by Declarant (or by a Builder with a partial written assignment of these rights from Declarant) pursuant to the initial Design Guidelines adopted by Declarant, as they may be amended from time to time, shall be and is hereby approved without regard to the approval procedures set forth below. Declarant (or by a Builder with a partial written assignment of these rights from Declarant) shall have the right to create specific or additional guidelines on any given phase of the Community during the construction of the Community.

6.02 Unit Quality and Size. The size and quality material restrictions for the Units constructed within the Community shall be set forth in the Design Guidelines as amended and approved by the Design Review Committee.

6.03 Design Review Committee. The Design Review Committee shall consist of an uneven number of persons of not less than three nor more than five members, who need not be Owners. The members of the Design Review Committee shall be appointed by Declarant during the Declarant Control Period and thereafter by the Board, and the members of the Committee may be members of the Board. The Committee may utilize professional consultants including an architect, a landscape architect, and a civil engineer. The Committee shall have and exercise all of the powers, duties and responsibilities set out in this Declaration and shall meet on such schedules as may be established by its chairman. A majority of its members shall constitute a quorum and the majority of its members present at the meeting shall be sufficient to approve action. Actions may also be approved by unanimous written consent of all Committee members.

6.04 Approval by Design Review Committee. Except for original construction by Declarant (or a Builder with a partial written assignment of such rights from Declarant), no Improvements of any kind, including, without limitation, Units, dwellings, ponds, parking areas,

mail boxes, fences, walls, garages, driveways, antennae, satellite dishes, flag poles, curbs, and covered walks shall ever be erected, altered, refinished or repainted (unless of the same finish or color as the original), or removed from any lands within the Property, nor shall any excavating, clearing, removal of trees or shrubs, landscaping or other alteration of existing site conditions be done on any lands comprising the Property, unless the complete plans and specifications therefore ("**Plans and Specifications**") complying with the Design Guidelines requirements are approved by the Design Review Committee prior to the commencement of work. 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 Community; the building bulk or mass of any buildings or structures within the Community, their location with respect to topography, existing trees, finished grade elevations, and harmony of landscaping with the natural setting and surroundings; and shall ascertain whether the Improvements conform to the Design Guidelines then in effect, under this Declaration.

6.05 Approval Procedure. Two copies of the complete Plans and Specifications must be submitted to the Committee for approval or disapproval by it in writing within 30 days after submission, *provided* that Plans and Specifications for any replacement structure to be constructed in substantially the same configuration, location, architectural style and to be of substantially the same size as its predecessor shall be approved or disapproved within 10 days after submission. In the event the Design Review Committee fails to take any action within such specified periods, it shall be deemed to have approved the material submitted except in those respects that such material is not in conformity with the provisions of this Article 6, as to which respects it shall be deemed disapproved. The Design Review Committee shall disapprove Plans and Specifications submitted to it which are not sufficient for it to exercise the judgment required of it by this Article 6. In the event of a conflict between the Design Guidelines and the applicable regulations or ordinances of the City or any other governmental entity having jurisdiction, the more stringent requirement shall prevail to the extent possible, and the latter shall prevail to the extent it is not legally possible to comply with the most stringent requirement.

6.06 Construction. Once begun, any construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion. If reasonably necessary to enable such construction, landscaping, or alteration, the person or persons carrying out the same shall be entitled to temporarily use and occupy portions of the common areas in the vicinity of the activity, *provided* that they shall promptly restore such areas to their prior condition when the use thereof is no longer required. The Design Review Committee shall have the authority and right at any time and from time to time at any reasonable hour to inspect construction or other activities authorized 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.

6.07 Fees. The Committee may retain third party professionals and charge reasonable fees for its review of Plans and Specifications as shall be determined from time to time by the Board. Such fee or fees shall be reasonable in relation to the work performed and shall be

applied uniformly. The costs for any third party professionals may be added to the fees charged for the review of Plans and Specifications.

6.08 **Variances.** The Design Review Committee has the authority to deviate from the requirements contained in the Design Guidelines in extenuating circumstances, when to do otherwise would create an unreasonable hardship or burden for an Owner. The Committee does not, however, have authority to allow deviation from the requirements of the City.

6.09 **General Standards.** The Committee shall exercise its best judgment to see that all improvements, construction, landscaping, and alterations on the lands within the Design Review Community 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 and this Declaration.

6.10 **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 or Unit and otherwise conform and comply in all respects with the Design Guidelines and this Declaration, as well as with all applicable laws, ordinances, building codes, rules, regulations, orders and the like of any governmental agency having jurisdiction over the Unit.

6.11 **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.

6.12 **Procedure for Appeal.** In the event Plans and 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 Article 6 shall be received by the Board not more than 30 days following such disapproval or deemed disapproval. Within 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 provisions of this Article 6. In the event the Board fails to render such decision within said 30 day period, such disapproval or deemed disapproval of the Committee shall be deemed to have been affirmed by the Board.

6.13 **Non-Liability of Design Review Committee Members.** Neither Declarant, the Board, the Design Review Committee, any member thereof, nor any duly authorized representative thereof shall be liable to the 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 and Specifications submitted to it solely on the basis of compliance with the Design Guidelines, any applicable provision of this Article 6, aesthetic considerations, and the overall benefit or detriment that would result to the immediate vicinity of the proposed construction or alteration and the Community 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 from the standpoint of structural safety or conformance with building or other codes.

6.14 **Variance 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, repainting 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

7.01 **City 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 this Declaration or any applicable Development Agreement or City Ordinance.

7.02 **No Mining, Drilling or Quarrying.** 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, or on the surface of the Property.

7.03 **No Business Uses.** Except as provided in this section 7.03, the lots and Units within the Community shall be used exclusively for residential living purposes. No lots or Units within the Community shall ever be occupied or used for any commercial or business purposes; *provided, however,* that nothing in this Section 7.03 shall be deemed to prevent (a) Declarant, its duly authorized agent, or a Builder approved by Declarant from using any lot or Unit owned by Declarant as a sales model, (b) any Owner or the Owner's duly authorized agent from Leasing said Owner's Unit for residential use pursuant to the restrictions of this Declaration, (c) the operation of an business within a designated Live-Work Unit that is ancillary to the residential use of the Unit and is conducted in strict compliance with the according to the rules and standards as adopted from time to time by the Board, or (d) any home business use (i) authorized and licensed by the City pursuant to the City's home occupation ordinance, and (ii) approved by the Association, according to the rules and standards as adopted from time to time by the Board, *prior* to the Owner's application to the City.

7.04 **Leasing Restrictions.** No lease of any Unit shall be for less than the whole thereof, except for Apartment Units on an Apartment Lot. All leases shall be subject to the provisions of this Declaration whether or not stated therein.

7.05 **Restriction of Signs.** With the exception of a sign that is not significantly larger than a typical real estate sign (generally 2 feet by 1 ½ feet or three square feet) for the Owner to advertise the Owner's lot or Unit for sale, no signs or advertising devices shall be permitted on any lot or Unit, including, without limitation, commercial, informational or directional signs or devices, except signs approved by regulation and/or in writing by the Design Review Committee in accordance with its Design Guidelines as to size, materials, color and location: (a) as necessary to identify ownership of the lot or Unit and its address; (b) as necessary to give directions; (c) to advise of rules and regulations; (d) to caution or warn of danger; (e) as reasonably necessary to identify the ancillary business permitted in a designated Live-Work Unit, and (f) as may be required by law. Any approved signs shall be located as approved by the Design Review Committee. The Design Review Committee may develop comprehensive sign regulations. The Declarant may erect such signs in a size and color as it deems appropriate for the advertising and sale of lots and Units within the Community. The signs must be kept neat and clean. Any damaged signs must be removed immediately or may be removed without notice. At no time shall any sign, other than for Declarant or Builder sale purposes, be placed in Common Areas.

7.06 **Restrictions on Animals.** No animals other than ordinary household pets (*i.e.*, ordinary, non-exotic pets that live inside the Unit) may be kept or allowed to remain on any lot or in any Unit. Pet regulations may be adopted from time-to-time by the Board. The Board, in its sole discretion, shall have the right to require any Owner or Guest to remove any animal or other pet belonging to them which is not disciplined or which constitutes an undue annoyance or a danger to other Owners, their Guests, or others. At all times while a pet is outside of its owner's Unit, the pet must be accompanied by a responsible individual and must be placed on a leash capable of controlling such pet. Any defecation left by any pet in or on any Common Area within the Development shall be immediately removed and disposed of by such pet's owner or custodian in a manner allowed by applicable laws and regulations

7.07 **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.

7.08 **No Smoking In Common Areas.** Smoking is restricted to areas within an Owner's Unit or lot that will prevent any and all smoke from being transmitted to a neighboring lot or Unit. Under no circumstances is smoking allowed in the Common Areas. Pursuant to Utah Code section 78B-6-1105, the Utah Legislature has adopted findings consistent with Federal EPA determinations that environmental tobacco smoke is a Group A carcinogen and that any exposure may cause respiratory diseases or disorders. Therefore, unless (i) the leases for the apartments within an Apartment Lot, or (ii) the Supplement governing certain townhomes or condominiums with the Community, clearly and specifically provides (a) that smoking is

allowed in all of the apartments or attached Units, (b) that the occupants of such apartments or attached Units should expect smoke to drift into their apartment or Unit, and (c) that the occupants is waiving his right to sue for the nuisance caused by the smoke, the Owner of any Unit shall have the right to sue to enjoin a nuisance pursuant to Utah Code section 78B-6-1101 if any smoke drifts into any other Unit or lot from another Unit, and the prevailing party shall be entitled to his or her reasonably attorneys' fees.

7.09 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, in good repair.

7.10 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.

7.11 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 if such is permitted by City ordinances.

7.12 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 operating automobiles shall be enclosed within an approved building or appropriately screened from view, except equipment and tools when in actual use for construction, maintenance or repairs; (b) no trailers, mobile homes, tractors, truck campers, tractor trailers, storage pods, work trucks, or trucks other than family pickup trucks with a capacity on one ton or less shall be kept or permitted to remain upon the Property unless completely enclosed in a garage or a storage building approved pursuant to the Design Guidelines; (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 7.08 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 buildings, lots, Units, or areas surrounding the Property.

7.13 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 Rules and Regulations 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.

7.14 Restrictions on Fences and Enclosures. In order to maintain, as neatly as possible, an open, park-like atmosphere and feeling in the Community, the following shall apply:

(a) There shall be no front yard fencing under any circumstance.

(b) The type and location of all fencing shall be consistent with the Design Guidelines and must be approved in writing by the Design Review Committee prior to installation.

(c) Except as specifically provided for in the Design Guidelines as amended and updated from time to time, there shall be no chain link fencing.

(d) Patio walls, fences, and enclosures not located upon a lot's property lines shall not be erected under any circumstance. Enclosures for pets may be erected only upon the written approval of the Design Review Committee and shall be fully screened from public view and located in the rear-yard of the lot.

7.15 No Further Subdivision of lots. No lot shall be divided, subdivided, partitioned, parceled or broken up into smaller lots or units, except as approved by the Declarant as provided herein.

7.16 Septic Tanks. No septic tank shall be installed upon the Property.

7.17 Fireplaces; Evaporative Coolers, Window Air Conditioners. No Unit within the Community shall (a) contain any coal or wood-burning fireplace, stove, or other similar device unless the same is EPA approved or unless such fireplace, stove or other device is fueled by natural gas only; or (b) contain a swamp cooler(s) or window air conditioner(s).

7.18 Rules and Regulations. No Owner shall violate the Rules and Regulations adopted from time to time by the Association. No such rules shall be established which violate the intention or provisions of this Declaration or which shall unreasonably restrict the use of any lot or Unit by the Owner thereof.

7.19 Drainage Preservation. No Owner may alter or obstruct the established drainage pattern of runoff water or storm drainage into, from or across the Owner's lot or any other lots in the absence of specific approval by the Design Review Committee and the City. For purposes of this Declaration, "*established drainage*" on any lot is defined as the drainage pattern and facility

in existence at the time that such lot is conveyed to a purchaser by Declarant whether or not any Improvements are constructed thereon.

7.20 **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.

7.21 **Parking.** Parking of vehicles shall be allowed only in garages, driveways or other designated parking areas as approved by the Design Review Committee or the Board. No parking shall be allowed on streets except in designated areas pursuant to signs placed on the street by the Board or City that specifically allow for such parking.

7.22 **Protection of Vegetation; Landscaping.** No tree or other vegetation with a four inch diameter or greater trunk measured at least 3" above the natural soil line shall be removed without the prior approval of the Design Review Committee pursuant to the Design Guidelines. Vegetation shall be placed and maintained on all lots and in the common areas of the Community as provided in the Design Guidelines or in landscaping plans approved by the Design Review Committee. Landscaping on a lot must be completed within the time frames set forth in the Design Guidelines, which for a street-facing yards (which shall include yards that face collective drives) is the date of the Certificate of Occupancy, or as soon thereafter as is reasonable possible if Unit is constructed and the Certificate of Occupancy is issued during the winter such that inclement weather makes it unreasonably difficult to install. Notwithstanding the foregoing, all landscaping must be in place no later than two (2) years after the transfer for the lot to the Owner from the Declarant or Builder. The species of any trees planted on a lot shall be those set forth in the Design Guidelines or as otherwise first approved by the Design Review Committee.

7.23 **Excavations.** No excavation shall be made on lands subject to any Plat without the approval of both the Design Review Committee and any governmental entity with jurisdiction over such activity.

7.24 **Occupancy.** No lots or Units shall be used for human occupancy, either temporarily or permanently, until a Certificate of Occupancy is issued by the City. No Unit shall be occupied by more than two unmarried or otherwise unrelated individuals; no more than two roommates may share a Unit.

ARTICLE 8 INSURANCE

8.01 **Hazard Insurance.** The Association shall procure and maintain a policy or policies of hazard insurance in an amount or amounts equal to or exceeding the full replacement value (exclusive of the value of land, foundations, excavation and other items normally excluded from coverage) of the structural Common Areas, if any, owned by the Association with an Agreed Amount Endorsement or its equivalent, if available, or an Inflation Guard Endorsement and such other endorsements as the Board may deem to be reasonable. Such insurance policy or

policies shall name the Association as insured for the benefit of the Owners and shall afford protection, to the extent applicable, against at least the following:

- (a) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by vandalism, malicious mischief, windstorm, and water damage; and
- (b) Such other risks as shall customarily be covered with respect to facilities similar in construction, location and use.

8.02 Fidelity Coverage. The Association shall maintain fidelity coverage against dishonest acts on the part of managers, Directors, employees or volunteers responsible for handling funds collected and held for the benefit of the Association and the Members. The fidelity bond or insurance must name the 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 (1 ½) times the 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.

8.03 Waiver of Subrogation. The 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.

8.04 Liability Insurance. The Association shall maintain a comprehensive policy of public liability insurance covering the Common Areas. 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 Association or other Owners. Coverage shall have limits of liability of not less than \$1,000,000 per occurrence for personal injury and/or property damage.

8.05 Other Insurance and General. The 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 Association, Board and any manager, from liability in connection with the Common Areas. 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 Association or other Owners. Premiums for all insurance carried by the Association are Common Expenses.

8.06 Unit Owners Policies. Each Unit Owner shall be responsible to purchase and maintain in force appropriate hazard, content and liability insurance as such Owner shall determine to be appropriate to the Owner's needs and circumstances. The Association will not

be required to file claims on any of its policies for any damage or liability claim that either should or would have been covered under any Owner's policy.

8.07 Other Insurance Provisions. All insurance required pursuant to this Article 8 shall be written by insurers licensed in the State of Utah. Notwithstanding anything in this Article 8 to the contrary, any insurance required to be obtained by the Association pursuant to this Article 8 shall be required only to the extent that such coverage is reasonably obtainable at reasonable rates and is customarily obtained with respect to improvements or facilities having the same or similar characteristics of the Common Areas or risks being insured.

ARTICLE 9 ENFORCEMENT

9.01 Remedies and Enforcement. Declarant, the Association, any Owner, any Builder, and any Mortgagee, shall have the right to enforce this Declaration, the Design Guidelines and the Articles and Bylaws by appropriate proceedings at law or in equity, including the right to assess fines pursuant to the terms of this Declaration or to bring a proceeding to enjoin a violation thereof; *provided, however,* that only the Declarant or the Association shall have the right to enforce the liens and remedies provided herein with respect to the levy, collection, and enforcement of liens for any assessment allowed pursuant to this Declaration, including without limitation Common Assessments, Capital Improvement Assessments, Supplemental Assessments, Special Assessments, and Specific Assessments.

9.02 Attorneys Fees and Costs. Any and all costs to enforce this Declaration, the Design Guidelines, the Articles, Bylaws, or Rules and Regulations, including without limitation all reasonable attorneys' fees, shall be paid by the Owner causing such enforcement action by any violation of Declaration, Design Guidelines, Articles, Bylaws, or Rules and Regulations, and such costs shall be deemed to be a Specific Assessment against such Owner that does not require any vote of the Members.

9.03 Nuisance. Any act or omission resulting in a breach of this 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 Association, or any Owner.

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

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

9.06 **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 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 Association during the period of such ownership.

9.07 **Fines.** At the sole but reasonable discretion of the Board, in addition to other legal remedies available to the Association, any violation of this Declaration or the Rules and Regulations of the Association adopted pursuant to this Declaration by an Owner or the invitee of an Owner shall subject such Owner to the monetary fines set forth in this Section 9.07. Any fines assessed by the Board pursuant this Section 9.07 shall be deemed to be Specific Assessments.

(a) **First Offense** - A written notice will be delivered to the Owner and/or resident committing the violation requesting that the violation be stopped or cured. If the offense is not corrected within 3 days, then the offender will be fined as follows: \$25 per day for the first week the violation continues; \$50 per day for the next week; and \$100 per day for each day thereafter.

(b) **Second Offense** - For the second offense of the *same violation*, a **\$25.00** fine will be assessed to the Owner, along with any additional expenses (i.e., repairs, towing, or other actions to stop the violation). In addition, if the offense is not corrected within 3 days of written notice of the fine, then the offender will be fined: \$50 per day for the first week the violation continues; \$75 per day for the next week; and \$100 per day thereafter.

(c) **Third Offense** - For the third offense of the *same violation*, a **\$100.00** fine will be assessed to the Owner, along with any additional expenses. In addition, if the offense is not corrected within 3 days of written notice of the fine, then the offender will be fined: \$100 per day for the first week the violation continues; and \$250 per day thereafter.

(d) **Additional Offenses** - For any additional offenses of the *same violation*, a **\$250.00** fine will be assessed to the Owner, along with any additional expenses. In addition, if the offense is not corrected within 3 days of written notice of the fine, then the offender will be fined \$250 per day for each day that the violation continues.

(e) The schedule of fines set forth above in this Section 9.07 may be updated and amended from time to time by a written resolution of the Board which references this

Section 9.07 of the Declaration, provided that such updated schedule shall not become effective until it is recorded.

(f) Upon the cure or cessation of the violation, the Board may waive all or part of the fine in its sole discretion. The Association may enforce payment of these fines through court proceedings or enforcement of a Specific Assessment lien on the lot of an Owner liable for the fine, wherein the lot may be sold through the exercise of a power of sale pursuant to the remedies set forth in Section 11.16 below. The fines are not exclusive of other remedies available to the Association and may be levied and enforced in addition to other remedies, including injunctive relief or other causes of action. The Association shall have the right to seek an injunction to enjoin any violations of this Declaration or the Rule and Regulations promulgated thereunder. Any person liable for a fine hereunder shall be liable for all costs of the Association in attempting to enforce this Declaration and collect such fine, including without limitation reasonable attorneys' fees. In addition, the balance of any fine that remains unpaid one month after notice that a Special Assessment had been levied to collect a fine shall accrue interest at the rate of two percent (2%) per month until paid in full.

(g) An Owner may request an informal hearing before the Board by filing a written request for the hearing with the Board no later than fourteen (14) days of the date the fine was assessed. Failure to timely file such a written request for a hearing waives any and all rights to protest or appeal the fine. An Owner must exhaust this administrative remedy before seeking to challenge or appeal the fine in a court of law. In such hearing, the Owner may be represented by an attorney and call fact and expert witnesses to testify before the Board, and the Owner or his attorney shall be allowed to ask questions of the Association officer that imposed the fine. However, the Board is not obligated to follow any formal rules of procedure and shall have the power to set reasonable limits on the length of testimony and to exclude duplicative testimony. No Special Assessment may be made and no interest may accrue until a final decision has been rendered by the Board. The Board may in its discretion appoint one or more persons, including without limitation paid professionals or staff, to serve as the hearing officer, conduct the hearing, and render the decision on behalf of the Board.

ARTICLE 10 RIGHTS OF MORTGAGEES

10.01 Title and Mortgagee Protection. A breach of any of the covenants, provisions, or requirements of this Declaration shall not result in any forfeiture or reversion of title or of any other interest in a Unit, lot or any other portion of the Property, except for the foreclosure of a lien for failure to pay an assessment after at least thirty (30) days written notice to the record holder of any Mortgage. A breach of any of the covenants, provisions, or requirements of this Declaration shall not defeat, impair, or render invalid the lien of or other rights under any Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, any Mortgagee interested under any Mortgage

affecting a Unit or any other portion of the Property shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Declaration (other than those, if any, concerning a consent or approval to be given by a Mortgagee, in the event a Mortgagee's failure to give the same is wrongful). No amendment to this Declaration shall materially alter or affect the rights of any Mortgagee interested under a Mortgage which is in effect at the time of the amendment concerned or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consented in writing to such amendment, provided that such protection of Mortgagees shall not be construed to prevent the Association from amendments providing for increased maintenance of the Common Areas, construction of new Improvements on the Common Areas, or making new assessments for the same.

10.02 Preservation of Common Areas. The Common Areas shall remain substantially of the same character, type and configuration as when such Common Areas became part of the Community. Unless the Association shall receive the prior unanimous written approval of (a) all First Mortgagees of lots or Units, and (b) the Owners of all Units, the Association shall not be entitled by act or omission to abandon, partition, subdivide, encumber, sell, transfer or materially modify the Common Areas in a way that is likely to reduce the value and utility of the Common Areas to the Owners, except no such consent shall be required to grant reasonable easements for utilities and similar or related purposes or as otherwise contemplated in this Declaration.

10.03 Notice of Certain Matters Potentially Affecting Security. The Association shall give written notice to any Mortgagee of a Unit specifically requesting from the Association such notice whenever:

(a) There is any material default by the Owner of the Unit subject to the Mortgage in performance of any obligation under this Declaration or the Articles of the Association which is not cured within thirty (30) days after default occurs; or

(b) Damage to the Common Areas from any one occurrence exceeds One Hundred Thousand Dollars (\$100,000.00); or

(c) There is any condemnation or taking by eminent domain of any material portion of the Common Areas.

10.04 Notice of Meetings. The Board shall give to any Mortgagee of a Unit specifically requesting the same annually in writing from the Association, notice of all meetings of the Association; and such Mortgagee shall have the right to designate in writing a representative to attend any or all such meetings.

10.05 **Right to Examine Association Records.** Any Mortgagee shall, upon reasonable request, have the same right to inspect the books and records of the Association and receive financial statements as the Owner of the Unit securing the Mortgage.

10.06 **Right to Pay Taxes and Charges.** Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any portion of the Common Areas and may pay overdue premiums on insurance policies pertaining to the Common Areas, or secure new insurance coverage pertaining to the Common Areas on the lapse of a policy; and Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

10.07 **No Priority Accorded.** No provision of this Declaration gives or may give an Owner or any other party priority over any rights of Mortgagees pursuant to their respective Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for loss to or taking of Units, lots and/or the Common Areas.

10.08 **Construction.** In the event another provision or clause of this Declaration deals with the same subject matter as is dealt with in any provision or clause of this Article 10, the provision or clause which results in the greatest protection and security for a Mortgagee shall control the rights, obligations, or limits of authority, as the case may be, applicable to the Association with respect to the subject concerned.

ARTICLE 11 ASSESSMENTS

11.01 **Assessments.** The Association shall have the right and duty to levy and collect Common Assessments, Special Assessments, Capital Improvement Assessments, Supplemental Assessments, and Specific Assessments as provided in this Declaration and Article 11. The Board may require that payment of any of such Assessments, except Specific Assessments, be made to, and collected by the Association in monthly or periodic bulk payments as directed by the Board in its discretion.

11.02 **Common Assessments.** The Common Assessments levied by the Association shall be used to promote the common benefit, recreation and welfare of the Owners; to meet obligations imposed on, incurred or assumed by the 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 Areas; *provided, however,* that Common Assessments shall not be used to meet the obligations imposed on the Association related to the maintenance of the exteriors of the Units. The Common Assessments shall also be used to establish adequate Reserves for maintenance, repair, and replacement of the Common Areas. Except for the Initial Common Assessment as set forth in subsections 11.02(c) below, Common Assessments shall be levied against each lot and Unit and the Owner thereof and shall be payable in 12 equal monthly installments, one such installment due on the first day of each calendar month during the fiscal year to which the assessment relates; *provided, however,* the

Common Assessments for the first fiscal year of the Association shall be based upon such portion of the fiscal year as follows the date of recordation of the Declaration in the Public Records and shall be payable in such installments and at such times as the Association, in the sole discretion of the Board, may determine.

(a) **Basis of Common Assessments.** The total Common Assessments shall be based on advance estimates of cash requirements by the Association to provide for payment of all estimated Common Expenses growing out of or connected with the operation of the Association and the operation, management, maintenance, and repair of the Common Areas, which estimates may include, among other things, expenses of snow removal, taxes, premiums for all insurance which the Association is required or permitted to maintain pursuant hereto, construction of improvements, repairs and maintenance, wages for 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, repayment of any loans used for the other purposes herein, and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners. Common Assessments shall be made on the basis of the Association's budget year (which may be a calendar year). Notice of the proposed assessment for any such year shall be mailed to each Owner not later than 30 days after the beginning of the budget year, together with an operating budget for the upcoming budget year. In making advance estimates of cash requirements, the Board may take into account the estimated collections from the Initial Common Assessment provided for in subsection 11.02(c) below. Common Assessments shall be assessed at a uniform rate for all Units.

(i) The budget shall itemize the estimated cash requirements for such budget year, anticipated receipts, reserves, and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the Common Assessments for the upcoming fiscal year and as the major guideline under which the Community shall be operated during such fiscal year.

(ii) The failure of the Association to give timely notice of any Common Assessment as provided herein shall not be deemed a waiver of or modification in any respect of the provisions of the Declaration, or a release of any Owner from the obligation to pay such Assessment or any other Assessment; but the date when the payment shall become due in such case shall be deferred to a date twenty (20) days after notice of such Common Assessment shall have been given to the Owner in the manner provided in Section 14.01.

(b) **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 Areas, 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 Association. Such Reserves shall be deemed contributions to the capital account of the Association by the Members.

(c) **Initial Common Assessment.** To ensure adequate funding of the Association from the beginning of the Community, at the earlier of (i) the day and time of the first closing in which the Unit is transferred for the first time to an Owner other than Declarant or a Builder or (ii) if no closing on a Unit has occurred because the Declarant has transferred the lot to third party Builder, a date twelve (12) months after a certificate of occupancy of similar approval of completion is issued for the Unit, the Owner or buyer of the Unit after the transfer or issuance of the certificate shall pay to the Association an Initial Common Assessment of \$250.00 or such other amount as the Board may determine from time to time, but in no case exceeding one-half percent (1/2%) of (a) the total purchase price of the Unit, or (b) if no transfer of the lot or Unit has yet occurred, the assessed value of the Unit as set forth in the official records in Salt Lake County. In addition, to help defray the costs of recordkeeping and providing information to the new Owners of a Unit and to help provide the necessary funding for the Association, an additional \$250.00 shall be assessed against the Unit and paid to the Association at the closing for each subsequent recorded transfer of the Unit.

(d) **Loans.** The Association may take out loans upon commercially reasonable terms to meet the obligations of the Association from time to time, and the Common Assessments shall be sufficient to service and pay off such loans according to their terms.

11.03 Supplemental Assessment. In addition to the Common Assessments, Supplemental Assessments shall be levied by the Association against the certain lots in the same manner as, and according to the same terms and conditions applicable to, the Common Assessments, *provided* that Supplemental Assessments shall be used for the maintenance of the Shared Lot Common Areas, Limited Common Areas, Service Areas representing less than all of the Community, the exteriors of certain Units, and other expenses that affect or benefit only a portion of the Community and which would be unfair to assess against all Units generally. Supplemental Assessments shall be assessed at a uniform rate for all lots benefited by such an assessment. The intent of this Section 11.03 is to allow the Association to allocate and assess the expenses incurred (or expected to be incurred) by the Association related to Unit exteriors, Shared Lot Common Areas, Limited Common Areas, and Service Areas to the extent the Board determines that the interest of the Association would be best served by having the Association to undertake such obligations rather than having the individual Owners perform such work separately, and this Section 11.03 shall be interpreted and applied in a manner consistent with such intent.

11.04 Special Assessments. If and when required, Special Assessments shall be levied to cover unbudgeted expenses or expenses in excess of those budgeted,. Except as otherwise

provided in the Articles, Bylaws, or in this Declaration, a Special Assessment in excess of \$500 per unit shall require the affirmative vote or written consent of a majority of Members in attendance at a special meeting called for this purpose with notice of the meeting provided as set forth in section 11.01 above. Special Assessments shall be payable in such manner and at such times, including installments over time, as the Board may determine.

11.05 Capital Improvement Assessments. If and when required, a Capital Improvement Assessment may be levied for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of a capital improvement of or upon the Common Areas, including fixtures and personal property related thereto; *provided, however*, that any such assessment in excess of One Hundred Thousand Dollars (\$100,000) in any one year shall require the affirmative vote or written consent of a majority of all outstanding Member votes. Capital Improvement Assessments shall be levied against each lot and Unit and the Owner thereof shall be payable in such manner and at such times, including installments over time, as the Board may determine.

11.06 Specific Assessment. In addition to the Common Assessment and Supplemental Assessment and any Special Assessment or Capital Improvement Assessment authorized pursuant to Sections 11.02, 11.03, 11.04, and 11.05, above, the Board may levy at any time Specific Assessments (a) on every lot especially benefited (i.e., benefited to a substantially greater degree than any other lot or Unit) by any improvement to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the majority of the Owners of the lots or Units to be charged such assessments for a reasonably distinct area logically related to such an assessment, provided the Board agrees to make such an assessment; (b) on every lot wherein the Owner, occupant or guest of an Owner of which shall violate this Declaration or the Rule and Regulations or otherwise cause any damage to the Common Areas necessitating repairs; and (c) on every lot or Unit as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to any of the provisions of the Declaration or upon the written request of the Owner of the lot or Unit to be charged. The aggregate amount of any such Specific Assessment shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs, and all attorney's fees and costs, and shall be allocated among the affected lots according to the magnitude of special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be, and such Specific Assessment may be made in advance of the performance of work. If a special benefit arises from any improvement which is part of the general maintenance or operation obligations of the Association, it shall not give rise to a Specific Assessment against the lots or Units benefited.

11.07 Creation of Lien and Personal Obligation of Assessment. Pursuant to Utah Code section 57-8a-203 and this Declaration, each Owner of any lot or parcel within the Community, 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 Association all Common Assessments, Special Assessments, Capital Improvement Assessments, Specific Assessments, or other

assessments levied as provided herein. Each such assessment, together with interest, costs and reasonable attorney's fees for the collection thereof, shall be a charge on the lot or Unit and shall be a continuing lien upon the lot or Unit against which the assessment is made. It shall have priority over any declaration of homestead recorded after the date on which this Declaration is recorded in the Public Records and shall continue until paid in full or otherwise satisfied. In a voluntary conveyance of a lot or Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorney's fees, which shall be a charge on the lot or Unit at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore, and each such assessment, together with interest, late charges, collection costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such lot or Unit at the time when the assessment fell due. The Board or its agents may foreclose the line created by this Declaration or Utah Code section 57-8a-203 in the manner provided in Utah Code sections 57-8a-203 and in section 11.15 below.

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

11.09 Uniform Rate of Assessment. All Common Assessments, Special Assessments, and Capital Improvement Assessments authorized by Sections 11.02, 11.04, and 11.05, respectively, shall be assessed and allocated among the owners of the lots or Units at a uniform rate for all lots and Units. Furthermore, all Supplemental Assessments authorized by Section 11.03 shall be assessed and allocated among the owners of the affected lots at a uniform rate for all such affected lots. Notwithstanding the foregoing or any provision to the contrary, until the earlier of (i) the date a lot has been both fully improved with a Unit and occupied for the first time for residential purposes or (ii) the Change of Control Date, the Board shall have the sole discretion to waive all or part of the Common Assessments, Supplemental Assessments, and Special Assessments otherwise applicable to a lot without a Unit, provided that such waiver is made on a uniform basis for all such lots without Units, or in the Board's discretion, for lots with Units that have yet to be occupied. The Board shall be allowed to make a distinction between lots with occupied Units and other lots on the basis that unoccupied lots may not create expenses related to the Common Areas to the same extent as occupied Units.

11.10 Homestead Waiver. Each Owner, to the extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this 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 or from time to time hereafter.

11.11 Date of Commencement of Assessments. Common Assessments and other assessments applicable to specific Common Areas and associated Improvements shall commence

on the first day of the month following the conveyance of the Common Areas and associated Improvements to the Association.

11.12 Reports to Members. The Board shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for each budget year, and shall cause to be distributed a copy of each such statement to each Member. The Board shall also prepare and distribute to each Member with the delivery of notice of each new proposed Common Assessment as required pursuant to Section 11.02(a), a written, itemized estimate of the Common Expenses to be incurred by the Association during such new year in performing its functions under this Declaration as well as expected income and any surplus from the prior year's assessments. Similar reports shall be delivered to the Owners of lots with respect to each new proposed Supplemental Assessments affecting such Units or lots.

11.13 Excess Funds. At the end of any fiscal year of the Association, the Board may determine that all excess funds of the Association, over and above the amounts used for any purpose, may be retained by the Association and used for Reserves, or to reduce the following year's Common Assessments.

11.14 Remedies for Non-payment of Assessments. Any installment of a Common Assessment, Special Assessment, Capital Improvement Assessment, Specific Assessment, or other assessment not paid within 10 days after the due date shall bear interest from the due date of such installment to the date paid at the rate of eighteen percent (18%) per annum. If any installment of an assessment is not paid within 10 days after it is due, the Owner responsible thereof shall be required to pay a late charge of ten percent (10%) of the amount of the delinquent installment or \$25, whichever is greater. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the lot or Unit, or do both if a deficiency is left after foreclosure. The lien against the lot shall include, and the Owner shall be responsible for, any and all costs and charges incurred in connection with the collection of any delinquent assessments, and such related costs and charges shall include without limitation reasonable attorney's fees, court costs and every other expense incurred in enforcing any assessment hereunder. Failure to promptly enforce any remedy granted pursuant to this Section 11.16 shall not be deemed a waiver of any such rights. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by abandonment of the Owner's lot or Unit.

(a) **Notice of Default.** No action shall be brought to enforce any assessment lien herein, unless at least 30 days have expired following the date a Notice of Default is deposited in the United States mail, postage prepaid, to the Owner of the lot or Unit, and a copy thereof has been recorded by the Association in the Public Records. Said Notice of Default must recite a good and sufficient legal description of the lot or Unit, the record Owner or reputed Owner thereof, the amount claimed (which may include interest and late charges as provided in this Section 11.16, 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 Association, City, or Declarant, as the case may be, as claimant. Such

Notice of Default shall be signed and acknowledged by an officer of the Association, City, or Declarant, as the case may be.

(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 Association, through duly authorized agents, shall have the power to bid on the lot or Unit 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 recorded by the Association, the Association shall record in the Public Records an appropriate Release of Lien, upon payment by the defaulting Owner of a reasonable fee to be determined by the Association to cover the cost of preparing and recording such release.

(d) **Certificate as to Indebtedness.** A certificate executed and acknowledged by any the Association stating the indebtedness secured by the liens created hereunder upon any lot or Unit shall be conclusive upon the Association and the lot or Unit Owner as to the amount of such indebtedness as of 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 Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

11.15 **Certificate Regarding Payment.** Upon the request of any Owner or prospective purchaser or encumbrancer of a lot or Unit and upon the payment of a reasonable fee to the Association to cover administrative costs, the Association shall issue a certificate stating whether or not payments of all assessments respecting such lot or Unit are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who rely thereon in good faith.

11.16 **Subordination of Lien to First Mortgages.** The lien of the assessments provided herein shall be subordinate to the lien of any first Mortgage given in the first instance to a bank, savings and loan association, insurance company or other institutional lender; and the holder of any such Mortgage or purchaser who comes into possession of or becomes the Owner of a lot or Unit by virtue of the foreclosure of such first Mortgage or the exercise of a power of sale under such first Mortgage, or by deed in lieu of foreclosure, shall take free of such assessment lien as to any assessment installment which accrues or becomes due prior to the time such holder or purchaser comes into possession or ownership of such lot or Unit; *provided,*

however, that to the extent there are any proceeds of the sale on foreclosure of such first Mortgage or by exercise of such power of sale in excess of all amounts necessary to satisfy all indebtedness secured by and owed to the holder of such first Mortgage, the lien shall apply to such excess. No sale or transfer of a lot or Unit in connection with any foreclosure of a first Mortgage shall relieve any lot or Unit from the lien of any assessment installment thereafter becoming due.

11.17 **No Abatement.** No diminution or abatement of any assessments under the Declaration shall be claimed or allowed for inconvenience, annoyance or discomfort arising from (a) any construction (or lack of construction) within the Community; (b) the making of (or failure to make) any repairs or improvements to or the maintenance of any Common Areas, or any part thereof; or (c) from any action taken to comply with the provision of the Declaration or with the laws, ordinances, regulations, rules, or orders of any governmental authority.

ARTICLE 12

GENERAL PROVISIONS

12.01 **Notices.** All notices to be given pursuant to this Declaration or the Bylaws shall be sufficient if given to the prescribed address by personal service, by guaranteed overnight delivery service, by deposit in the US Mail, postage prepaid, certified or registered mail, return receipt requested, *or* by electronic means such as e-mail to an electronic address for the recipient reasonably believed by the sender to be the electronic address of the intended recipient. Any time period provided in the giving of any notice hereunder shall commence upon the date of personal service, the next day after delivery to the guaranteed overnight delivery service, two (2) days after mailing certified or registered mail, or the next day after sending electronic notice. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the Managing Agent or any officer or Director of the Association or to the Association's Registered Agent as reflected in the Association's records at the Utah Department of Commerce, Division of Corporations and Commercial Code. Any notice required or permitted to be given to the Design Review Committee may be given by delivering or mailing the same to the Managing Agent or the Association or any member of the Design Review Committee.

12.02 **Successors and Assigns.** Except as otherwise provided herein, this Declaration shall be binding upon and shall inure to the benefit of Declarant, the Association, the City, each Owner, and their respective heirs, personal representatives, successors and assigns. This Declaration shall run with and be binding upon the Property and each lot thereof. Declarant may assign its rights under this Declaration to a Development Assignee.

12.03 **Limited Liability.** Neither Declarant, the Association, the Board, the Design Review Committee nor any 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.

12.04 Duration of Declaration. All provisions, covenants, conditions and restrictions contained in this Declaration shall continue and remain in full force and effect until there is recorded an instrument directing the termination of this Declaration that executed by (i) all of the Owners of the lots and Units, (ii) all First Mortgagees then subject to this Declaration, and (iii) the City.

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

12.06 Amendment. Except as otherwise provided for in this Declaration, this Declaration may be revoked or amended as follows:

(a) The Declarant may unilaterally amend this Declaration at any time until the Change in Control Date, except that any change to the rights of the City hereunder shall not be made without the written consent of the City. Consent of the Members of the Association shall not be required until after the Change in Control Date.

(b) Subsequent to the Change in Control Date, this Declaration and amendments thereto may be amended by the affirmative vote or written consent of not less than seventy-five percent (75%) of each Class of outstanding Member votes, except that any change to the rights of the City hereunder shall not be made without the written consent of the City.

(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 Public Records. An amendment which requires the affirmative vote or written consent of the Members shall be effective when executed by the President, Secretary, and attorney of the Association (who shall each certify in writing that the amendment has been so approved) and recorded in the Public Records.

(d) Notwithstanding the foregoing, any provision of the Articles, the Bylaws, or this Declaration, which expressly requires the approval of a specified percentage or specified percentages of the voting power of the 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 Association and/or first Mortgagees.

12.07 Consent in Lieu of Vote. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage or number of votes outstanding in the Association or of the Owners, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Owners entitled to cast at least the stated percentage or number of all membership votes then outstanding in the Association, unless a higher percentage or a greater number is required by law. The following additional provisions shall govern any application of this Section 14.07:

(a) All necessary consents must be obtained prior to the expiration of 90 days after the first consent is given by any Owner;

(b) The total number of votes required for the applicable authorization or approval shall be determined as of the date on which the last consent is signed; and

(c) Any change in ownership of a lot which occurs after a consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose.

No amendment to any provision of this Declaration which has the effect of diminishing or impairing any right, power, authority, privilege, protection, or control accorded to Declarant, (in its capacity as Declarant), shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is specifically consented to in writing by Declarant.

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

12.09 Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in any lot or Unit in the Community 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 Declaration is contained in the instrument by which such person acquired an interest in said lot or Unit.

12.10 Interpretation. The provisions of this Declaration, including the Bylaws attached hereto as Exhibit C, shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of the Community. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation and construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and

neuter shall each include the masculine, feminine and neuter. The term "person" shall refer to a person or entity. The terms "recorded and recordation" shall refer to recording in the Public Records. The word "shall" is deemed to be imperative and the word "may" is deemed to be permissive. The laws of the State of Utah shall govern the validity, construction and enforcement of this Declaration.

12.11 **Severability.** Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision of this Declaration.

12.12 **Declarant's Rights Assignable.** All or any portion of the rights of Declarant under this Declaration or in any way relating to the Property may be assigned.

12.13 **Condemnation.** If at any time or times an insubstantial or minor part of the Common Areas or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be payable to the Association and shall be used by the Association to the extent necessary for restoring or replacing any improvements on the remainder of the Common Areas. In the event of any other taking or condemnation, the interests of the Association, the Owners and Mortgagees shall be as they may appear.

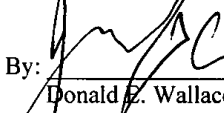
12.14 **Covenants to Run with Land.** This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, the City, and all parties who heretofore acquired or hereafter acquire any interest in a lot, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a lot or Unit shall comply with, and all interests in all lots, all Units or in the Common Areas shall be subject to, the terms of this Declaration and the provisions of any Rules and Regulations, agreements, instruments, and determinations contemplated by this Declaration.

12.15 **Effective Date.** This Declaration and any amendment hereto, shall take effect upon its being filed for record in the Public Records.

[Remainder of page intentionally left blank.]

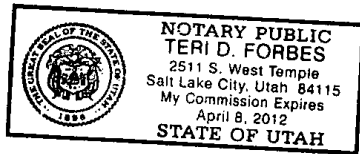
IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

DECLARANT:
Rosecrest, Inc., a Utah corporation

By: 
Donald E. Wallace, Vice President/COO

STATE OF UTAH)
) :SS.
COUNTY OF Salt Lake)

The within instrument was acknowledged before me this 25th day of August 2010 by Donald E. Wallace in his capacity as the Vice President of Rosecrest, Inc., a Utah corporation, owner of the Property.




NOTARY PUBLIC

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Lots 4 and 5 of Herriman Towne Center Plat A

Lots 1 through 43, Lot 45, and Lot A of Herriman Towne Center Plat B - Phase 1

(for additional reference, see also the maps attached hereto)

EXHIBIT A

Lots 4 and 5 of Herriman Towne Center Plat A

Recorded: 08-26-2010

County: SALT LAKE

Book: 9852

Page: 4942

ENTRY: 11018441

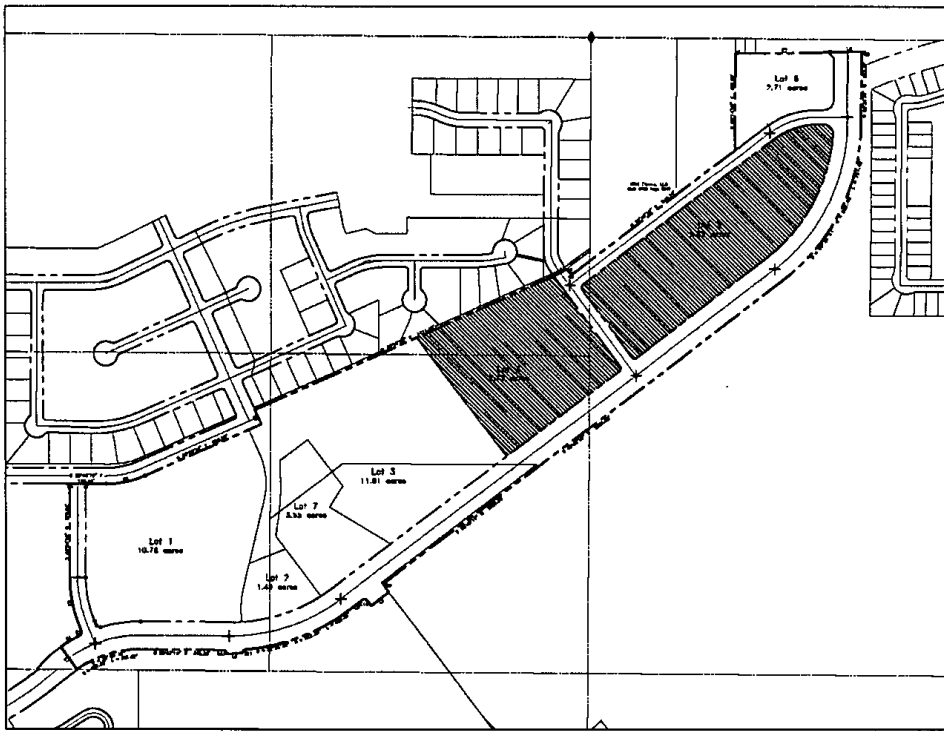


EXHIBIT A

Lots 1 through 43, Lot 45, and Lot A of *Herriman Towne Center Plat B - Phase 1*

Recorded: 08.26.2010

County: SALT LAKE

Book: 9852

Page: 4940

ENTRY: 11018439

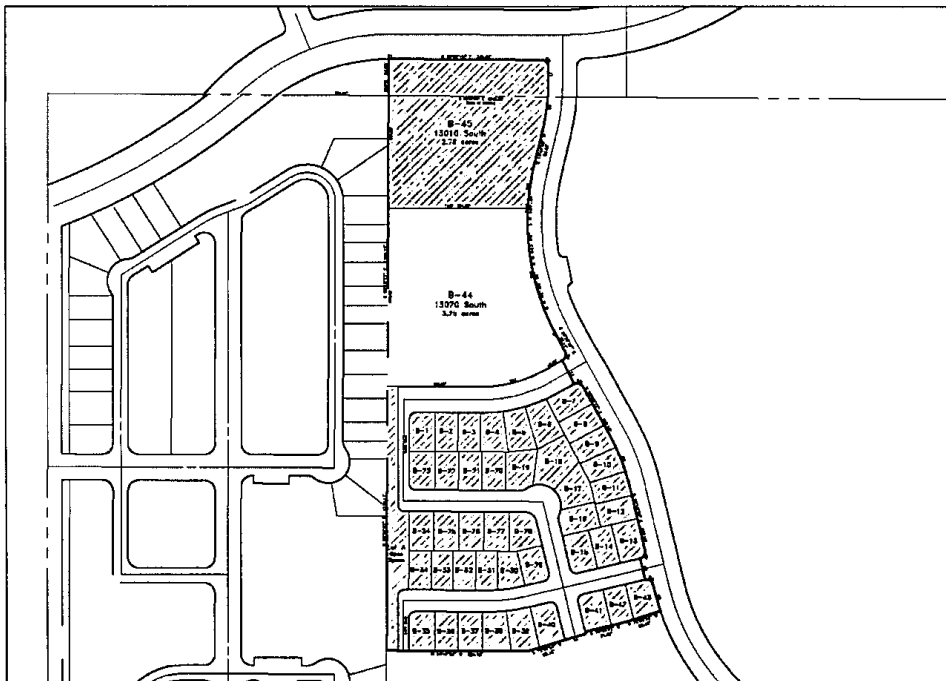


EXHIBIT B

ASSOCIATION BYLAWS

THE ASSOCIATION'S BYLAWS ARE HEREBY ADOPTED AS AN EXHIBIT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR THE HERRIMAN TOWNE CENTER MASTER PLANNED COMMUNITY (THE "DECLARATION"). The capitalized terms set forth in these Bylaws shall have the same meaning as the terms defined in section 2.01 and elsewhere in the Declaration. The Provisions of Article 12 of the Declaration shall be applicable to both the Declaration and these Bylaws.

ARTICLE 1

BYLAWS - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1.01 **Name, Purpose and Membership.** The name of the Association is the Herriman Towne Center Homeowners Association, which Association has been created pursuant to the Declaration for the purpose of owning, maintaining and administering the Community's Common Areas, administering and enforcing the Declaration, and of levying, collecting and disbursing the assessments and charges pursuant to the Declaration for the benefit of the Community. Every Owner upon acquiring title to a Unit shall automatically become a member of the Association and shall remain a member thereof until such time as such person's ownership of such Unit ceases for any reason, at which time the membership in the Association with respect to such Unit shall automatically cease and the successor Owner shall become a member. Membership in the Association shall be mandatory and shall be appurtenant to, and may not be separated from, the ownership of a Unit.

1.02 **Voting Rights.** The Association shall initially have two (2) classes of voting rights, votes of both classes being of equal value as to all matters. In other words, the total number of votes from each class shall be combined to determine the outcome of the vote. Because Declarant's Class B votes will outnumber the class A votes until the Change in Control Date, Declarant shall have the ability to control the Board and the Association until the Change in Control Date.

(a) **Class A.** Each Owner (including Declarant) of a Unit (including without limitation a building lot upon which a dwelling may be constructed) shall be entitled to one Class A vote for each Unit for which such Owner holds the interest required for Association membership. Except for a Unit that is an Apartment Lot, which Unit is entitled to the number of Class Votes equal to the number of completed individual apartment units constructed on the Apartment Lot (see section 2.01(a) above), each Unit

is assigned one equal vote, subject to the limitations on voting set forth in this Declaration.

(b) **Class B.** Declarant shall be the only person entitled to Class B voting rights which shall entitle Declarant to two (2) votes for each Class A voting right outstanding at the time (including those to which Declarant is entitled). The Class B votes of Declarant shall be in addition to the Class A voting rights held by Declarant by virtue of Declarant's ownership of Units, and Declarant's Class A voting rights shall not be affected in any way by the Class B rights of Declarant. Class B voting rights shall terminate and become a nullity on the Change of Control Date.

(c) The Declarant may, by Supplement, create additional classes of membership comprised of the owners of Units within any portion of the additional property submitted to this Charter. The Declarant shall specify in any such Supplement the rights, privileges, and obligations of the members of any class of membership created by that Supplement.

(d) Upon termination of the Class B voting rights, each owner of a Unit, including without limitation Declarant, regardless of whether a dwelling has been constructed on the lot, shall have equal voting rights as to all matters except as otherwise provided herein, such that each Owner shall be entitled to one vote for each Unit owned.

(e) The Change of Control Date shall occur upon the satisfaction of the first to occur of the following conditions precedent:

(i) the expiration of ninety (90) days following the date on which ninety-five percent (95%) of the total outstanding Class A and Class B voting rights as authorized in the Community pursuant to the Development Plan are held by parties other than Declarant or Builders; or

(ii) the expiration of ten (10) days after surrender of the Class B voting rights by Declarant in a writing to the Association has been recorded in the Public Records; or

(iii) the date that is thirty (30) years after the recording of this Declaration in the Public Records.

1.03 **Multiple Ownership Interests.** In the event there is more than one Owner of a particular lot or Unit, the vote relating to such lot or such Unit shall be exercised as such Owners may determine between or among themselves, but in no event shall more than the total number of votes appurtenant to such lot or Unit be cast with respect to any issue. A vote cast at any Association meeting or by written consent by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the applicable lot or Unit unless an objection is made at the meeting or in writing by another Owner of the same lot or

Unit, in which event no vote will be counted with respect to such lot or such Unit except to determine the presence or absence of a quorum.

1.04 **Voting.** Unless a greater than simple majority of the membership is specified as being required in the Articles, the Bylaws or elsewhere in this Declaration, such as the unanimous vote of all members required to terminate and dissolve the association pursuant to Section 14.04 below, the vote or approval of the Members shall require the approval of a simple majority of all eligible and outstanding Members' votes present in person or by proxy at a meeting of the Members at which a quorum is present.

1.05 **Records of Ownership.** Every Owner shall promptly cause to be duly filed a record in the Public Records the conveyance document (or in the case of a contract buyer, a copy of the sales contract or notice of interest) to him or her lot or Unit and shall file a copy of such conveyance document with the Association along with the email address for the Owner of the Unit, who shall maintain a record of ownership of the lots and Units. Any Owner who mortgages his or her lot or Unit or any interest therein shall notify the Association of the name and address of the Mortgagee and also of the release of such Mortgage; and the Association shall maintain all such information in the records of ownership. The Association may at any time obtain and rely on information from the Public Records regarding the Owners and Mortgagees of lots and Units.

1.06 **Place of Meeting.** Meetings of the Association shall be held at such suitable place convenient to the Owners as may be designated by the Association in the notice thereof.

1.07 **Annual Meetings.** Annual meetings of the membership of the Association shall be held each year beginning in the year this Declaration is recorded in the Public Records on such month, day and time as is set forth in the notice thereof; *provided, however,* that after the first such annual meeting, a month other than the month of the initial meeting may be chosen if it is deemed by the membership to be more convenient. At such annual meetings there shall be elected members of the Board of Directors, as needed, pursuant to the provisions of this Declaration. Financial and budget reports shall also be presented at such meetings as well as other business of the Association properly placed before each meeting.

1.08 **Special Meetings.** The President shall call a special meeting of the Owners as directed by a resolution of the Board or on a petition signed by Owners holding at least twenty-five percent (25%) of the total votes of the Association and having been presented to the Secretary.

1.09 **Notice of Meetings.** The Association shall mail a notice of each annual or special meeting stating the purpose thereof as well as the time and place of the meeting to each Owner of record at least ten (10), but not more than thirty (30), days prior to such meeting. The mailing of notice by prepaid U.S. Mail or by delivery in person shall be considered notice served.

1.10 **Quorum.** Except as otherwise provided in the Declaration, Owners present in person or by proxy at any membership meeting duly called pursuant to notice shall constitute a quorum at all meetings, both annual and special.

1.11 **Officers.** The Association shall have a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board. The Board may, if needed, appoint an Assistant Secretary and Assistant Treasurer. Only the offices of Secretary and Treasurer may be filled by the same person. The officers shall be elected by the Board in an organizational meeting of the Board following each annual meeting of Owners at which the new Board has been elected; *provided, however*, that until the Board is elected by the Owners pursuant to Section 11.14, the officers will be appointed by Declarant.

(a) **President.** The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties that are usually vested in the office of president of a similar type association.

(b) **Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed on him by the Board.

(c) **Secretary.** The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association. The Secretary shall have charge of such books and records as the Board may direct and shall, in general, perform all duties incident to the office of secretary of a similar type association.

(d) **Treasurer.** The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer, or their designee, shall be responsible for the deposit of all money and any other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.

1.12 **Initial Composition of Board; Declarant Control.** Declarant alone shall have the right to select the initial Board of Directors and to determine the number of at-large Directors in Declarant's sole discretion, none of whom need be Owners. Such right of the Declarant to appoint any number of at-large Directors to the Board shall remain vested in Declarant until the termination of the Class B voting rights on the Change of Control Date as provided in Section 11.02(e), at which time the Association shall proceed to elect all members of the Board in accordance with the Association's Bylaws as set forth in Section 11.14 below.

1.13 **Board of Directors; Owner Control; Composition, Election, Vacancies.** The Association, through its Board of Directors, is responsible for the maintenance of any Common Areas, the determination, imposition and collection of assessments, the enforcement of the provisions of this Declaration and, in general, the preservation of the residential quality and character of the Community to the benefit and general welfare of the Owners. Subject to the provisions of Section 1.13 of these Bylaws, the Board shall be composed of at least three (3) but not more than five (5) Directors, each of whom shall be an Owner (or an officer, director, or agent of a non-individual Owner). The number of Directors shall be determined by the vote of the members at the first meeting of the Association after the Change in Control Date. At the first meeting of Owners to elect a Board of Directors, one shall be elected to a three-year term, one to a one-year term, and the remainder to a two-year term, unless the Association has voted to have five (5) Directors, in which case one of the remainder shall be elected to only a one-year term in such first meeting.

1.14 **Indemnification of Board.** Each of the Directors shall be indemnified and held harmless by the lot and Unit Owners against all costs, expenses, and liabilities whatsoever (excluding fraudulent and/or criminal actions) including, without limitation, attorneys fees reasonably incurred in connection with any proceeding in which such Director may become involved by reason of being or having been a member of the Board.

1.15 **Board Meetings, Quorum, Board Action.** The Board may establish its rules for meetings, whether regular or special. A majority of current Board members shall constitute a quorum. The action of a majority or those Directors attending a meeting at which a quorum is present shall be sufficient to constitute the action of the Board. Action by consent shall require the unanimous consent of all current Directors.

ARTICLE 2 DUTIES AND POWERS OF THE ASSOCIATION

2.01 **Duties of the Association.** Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation, Bylaws or the Declaration, the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the Owners and the City and for the maintenance and improvement of the Community:

(a) The Association shall accept all Owners as members of the Association.

(b) The Association shall accept title to all Common Areas conveyed to it, whether by Declarant or by others, *provided* the same is free and clear of liens and encumbrances.

(c) The Association shall maintain, repair and replace as necessary any and all Common Areas, including without limitation any roads within the Community that have not been dedicated to and accepted by the City.

(d) The Association shall maintain all landscaping and plantings upon the Common Areas of the Community.

(e) To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments levied upon any portion of the Common Areas, *provided* that the Association shall have the right to contest or compromise any such taxes or assessments.

(f) The Association shall obtain and maintain in force the policies of insurance required of it by the provisions of the Declaration.

(g) The Association may employ a responsible corporation, partnership, firm, person or other entity as the Managing Agent to manage and control the Common Areas, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board. The compensation of the Managing Agent shall be reasonable and as specified by the Board. Any agreement appointing a Managing Agent shall be terminable by either party, with or without cause and without payment of any termination fee, upon 90 days' written notice thereof; and the term of any such agreement shall not exceed two years, renewable by agreement of the parties for successive periods of two years each. Any Managing Agent may be an agent or employee of the Association or an independent contractor, as the Board deems appropriate.

2.02 Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles of Incorporation and Bylaws, together with its general powers as a nonprofit corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of the Declaration or the Bylaws, including the power to levy and collect assessments as hereinafter provided. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

(a) At any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any lot or Unit for the purpose of maintaining and repairing such lot or Unit or any improvement thereon if for any reason the Owner fails to maintain and repair such Unit, lot or Improvement as required herein. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Declaration, the Bylaws or any Rules and Regulations promulgated by the Board, or to enforce by injunction, fine, or otherwise all of the provisions of the Declaration, the Bylaws and such Rules and Regulations.

(b) In fulfilling any of its duties under the Declaration, including its duties for the maintenance, repair, operation or administration of the Common Areas (or lots or

Units to the extent necessitated by the failure of the Owners of such Units and lots) or in exercising any of its rights to construct improvements or other work upon any of the Common Areas, the Association shall have the power and authority to obtain, contract and pay for, or otherwise provide for:

(i) Construction, maintenance, repair and landscaping of the Common Areas on such terms and conditions as the Board shall deem appropriate;

(ii) Such insurance policies or bonds as the Board may deem appropriate for the protection or benefit of the Association, the members of the Board and the Owners;

(iii) Such utility services related to the Common Areas as the Board may from time to time deem necessary or desirable;

(iv) The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable;

(v) Fire, police and such other protection services as the Board may deem desirable or the benefit of the Owners or any portion of the Community; and

(vi) Such materials, supplies, furniture, equipment, services and labor as the Board may deem necessary.

(c) Pursuant to 16-16(a)-716 of the Utah Revised Non-Profit Corporation Act and notwithstanding anything herein to the contrary, the Association will not cause a Dissolution and/or a Transfer without first obtaining (i) a vote of at least 90% of the Owners in each Class of voting rights approving a Dissolution and/or a Transfer, and (ii) the prior written consent of the City of Herriman, whereby the City of Herriman consents to a Dissolution and/or a Transfer.

2.03 Association Rules and Regulations. The Board from time to time, upon thirty (30) days notice to the Owners, and subject to and not inconsistent with the provisions of the Declaration or the Bylaws, may adopt, amend, repeal and enforce reasonable Rules and Regulations governing, among other things: (a) the use of the Common Areas; (b) the use of any streets, driveways or parking areas owned by the Association; (c) the collection and disposal of refuse; (d) uses and nuisances pertaining to the Community; and (e) all other matters concerning the use and enjoyment of the Property and the conduct of Owners and their invitees within the Community.

2.04 Limitation of Liability. No member of the Board acting in good faith shall be personally liable to any Owner, guest, lessee or any other person for any error or omission of the

Association, its representatives and employees, the Board, any committee of the Board, or the Managing Agent.

2.05 **Incorporation by Reference.** To the extent reasonably applicable, the provisions of the Declaration are hereby included as part of the Bylaws of the Association, including without limitation the provisions of sections 12.01 through 12.03, 12.05, 12.07, 12.09 through 12.11, and 12.13 of Article 12 of the Declaration.

IN WITNESS WHEREOF, the foregoing Bylaws of the Herriman Towne Center Homeowners Association have been duly adopted by the Board.

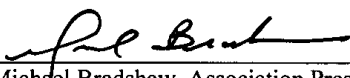
By: 
Michael Bradshaw, Association President

EXHIBIT C
DESIGN GUIDELINES

Herri man Towne Center

Design Guidelines

INTRODUCTION

Purpose and Intent of Design Guidelines

These Design Guidelines provide prospective parcel developers and builders with a clear statement of the design PRINCIPLES and GUIDELINES for the development of the Herriman Towne Center. Design PRINCIPLES create the general goals of each section and the GUIDELINES that follow provide further guidance to reach the design PRINCIPLES. The description of design PRINCIPLES and GUIDELINES are intended to assist in the implementation of a strong, consistent design direction and level of quality. In addition to the written PRINCIPLES and GUIDELINES, a variety of graphic images and photographs have been assembled to assist developers and builders in the design of the community.

How the Design Guidelines are Organized

Districts

There are four separate districts or types of development within the Herriman Towne Center Guidelines: Single Family Detached, Single Family Attached and Multi-Family, Mixed-Use Town Center, and Conventional Commercial. Each district has its own separate section that includes GUIDELINES on three specific areas of design, as follows:

Site Planning

The Site Planning component contains PRINCIPLES and GUIDELINES primarily related to the proper orchestration of buildings, open space, and parking related to each separate district.

Architecture

The Architecture component is concerned with the design, image and function of various building types that occur in each district. The Architecture component addresses design issues such as: Building Massing, Roof Form, Building Facades, and Materials.

Landscape Architecture

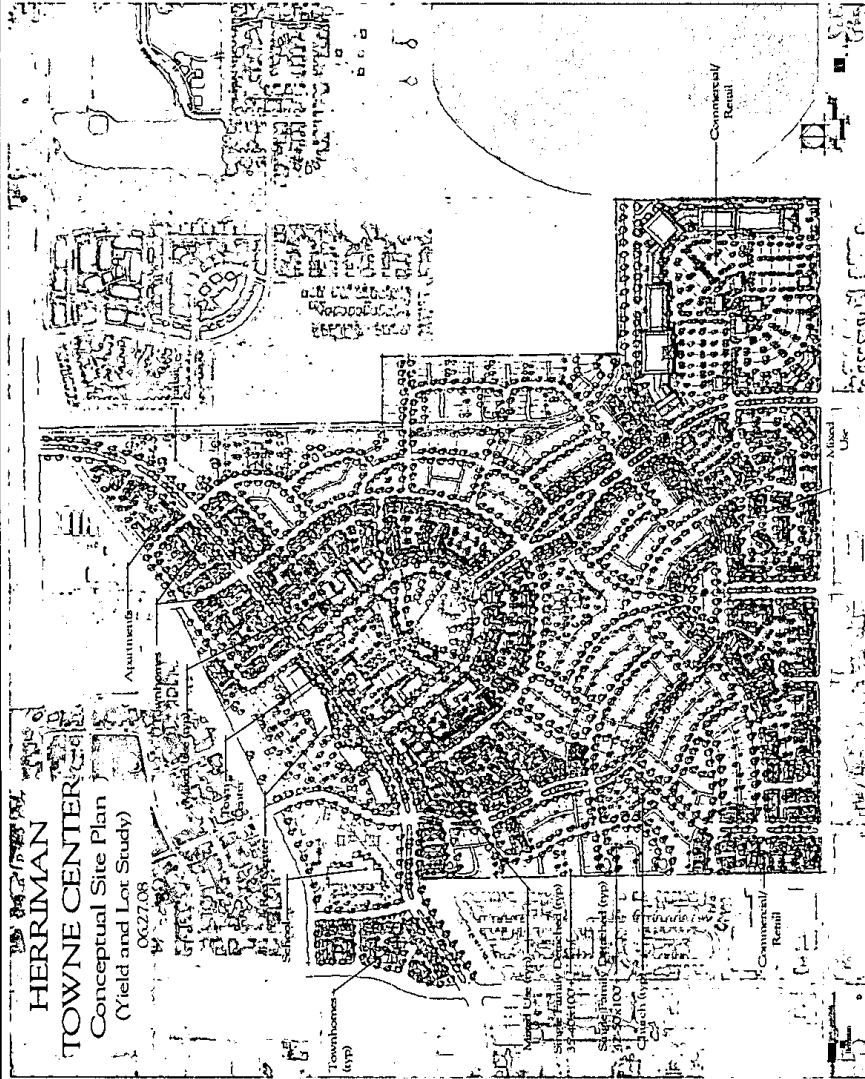
The Landscape Architecture component is tailored to address issues related to on-site landscapes. This section will provide guidance related to: Building Landscaping, Parking Lot Landscaping, and Open Space Landscaping.

Conflicts with Other Regulations

All development within the Herriman Towne Center is subject to the Guidelines contained in this document.

In addition to these Guidelines, developers and builders are expected to meet all the criteria established by other governing documents (Development Agreements, etc.) as well as the City of Herriman Codes and Regulations. All development within Herriman Towne Center shall comply with Federal, State and Local codes and regulations. These Herriman Towne Center Guidelines may be more restrictive than existing regulations, however it does not supersede or modify any existing codes, ordinances, or regulations. In the event of a conflict or discrepancy, or for issues not addressed herein, the appropriate regulations and codes shall take precedence and the most restrictive standards shall apply.

CONCEPTUAL SITE PLAN



BK 9852 PG 5011

T A B L E O F C O N T E N T S

Single Family Detached

Site Planning
 Neighborhood Design SF-2
 Street Design and On-Site Parking SF-3

Architecture
 Architectural Image SF-6
 Building Massing SF-7
 Roof Form SF-8
 Entries, Porches, and Decks SF-9
 Facade Articulation SF-10
 Columns, Piers, and Posts SF-11
 Windows and Doors SF-12
 Garages and Outbuildings SF-13
 Building Elements SF-14
 Building Material and Color SF-15
 Material Application SF-16
 Material Application SF-17

Landscape Architecture
 Landscape Criteria SF-20
 Landscape Transitions SF-21
 Site Elements SF-22
 Fences and Walls SF-23

Single Family Attached and Multi-Family

Site Planning
 Building Siting and Open Space MF-2
 On-Site Circulation and Parking MF-3

Architecture
 Building Massing MF-6
 Roof Form MF-7
 Entries, Porches, and Decks MF-8
 Building Elements and Materials MF-9

Facade Articulation
 Windows and Doors MF-10
 Accessory Structures, Garages, and Carports MF-11
 MF-12

Landscape Architecture
 Common Area Landscape MF-14
 Parking Lot Landscape MF-15

Mixed-Use Town Center

Site Planning
 Building Massing MU-2
 Building Siting and Orientation MU-3
 Vehicular Circulation and Parking MU-4

Architecture
 Building Massing MU-6
 Towers and Corners MU-7
 Storefronts MU-8
 Arcades, Colonnades, and Trellis MU-9
 Awnings and Canopies MU-10
 Building Materials MU-11

Landscape Architecture
 Screen Walls and Trash Enclosures MU-14
 On-Site Building and Parking Lot Landscaping MU-15
 Street Furniture MU-16

Conventional Commercial

Site Planning
 Building Siting and Urban Open Space CC-2
 On-Site Vehicular Circulation CC-3
 On-Site Parking CC-4

Architecture

Building Massing and Roof Form CC-6
 Building Facades CC-7
 Big Box Retail CC-8
 Pave/Satellite Buildings CC-9
 Landscape Architecture CC-12
 Building and Parking Lot Landscaping

Design Review:

For questions regarding these design guidelines, design review applications, or review process, please contact the Design Review Committee (DRC) by email at drc@thesorensongroup.com, or by phone at (801) 461-9724.

Prepared for:

The Sorenson Group
 4393 Riverbowl Road (800 W), #450
 Salt Lake City, UT 84123

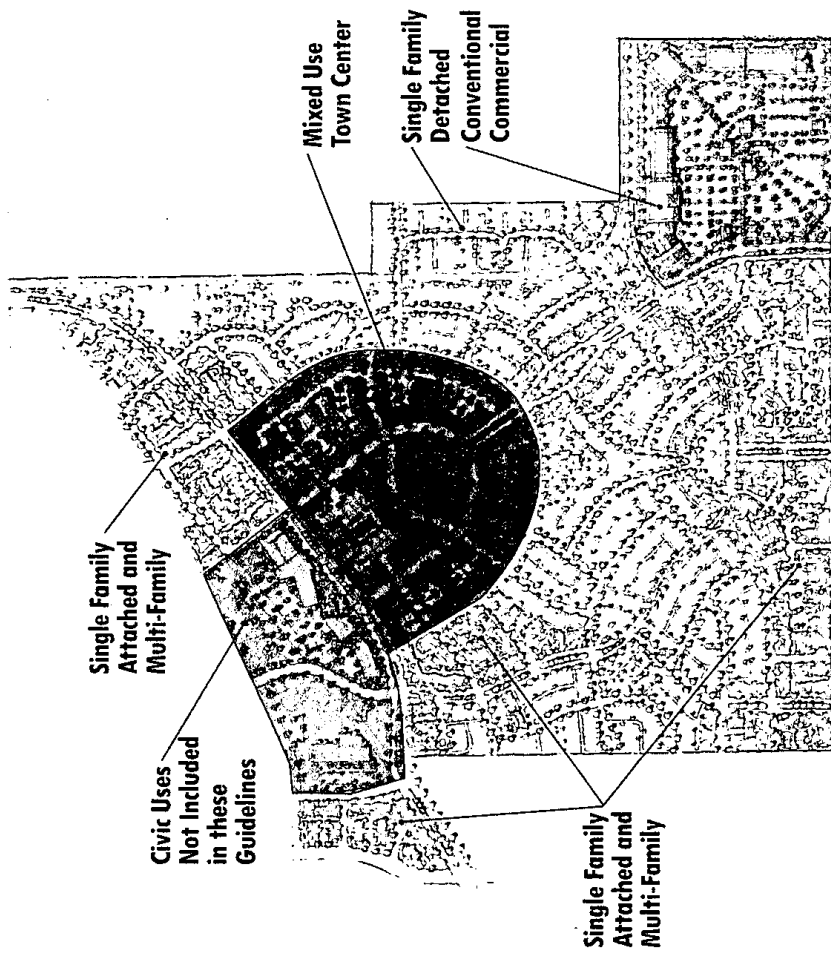
Prepared by:

DTJ Design, Inc.
 1881 Ninth Street, Suite 103
 Boulder, CO 80302

Revised May 2009

No part of this document may be reproduced, stored in or introduced into a retrieval system, or transmitted, in any form, or by any means, electronic, mechanical, photocopying, recording, or otherwise) without the prior written permission of the owner (The Sorenson Group) and designer (DTJ Design, Inc.).

DISTRICT DIAGRAM



BK 9852 PG 5013

S I N G L E F A M I L Y D E T A C H E D

Principles

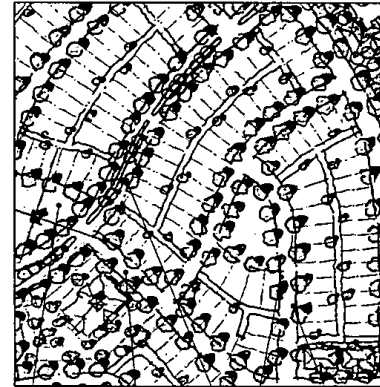
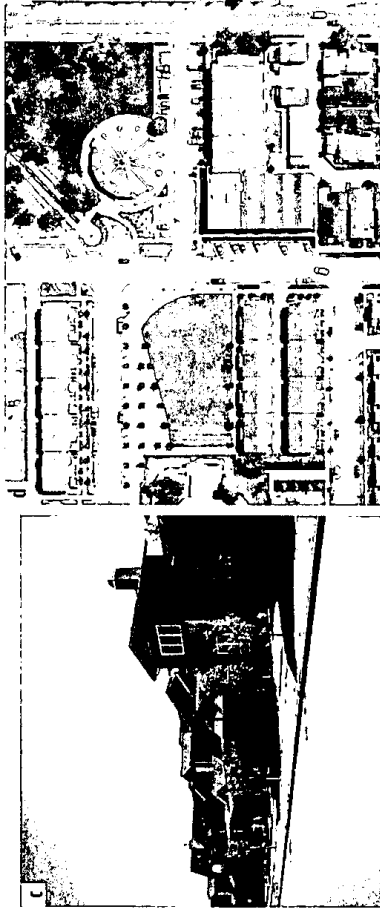
- 1 Create residential neighborhoods that exhibit a sense of place.
- 2 Provide connectivity between adjacent residential neighborhoods, commercial centers, employment areas, and civic amenities.
- 3 Encourage residential neighborhoods that integrate a variety of product types and associated densities.
- 4 Create a diversity of architectural floor plans and elevations designed to enhance streetscape variety and visual interest.

1.0 Vistas and View Axis

- 1.1 Connect internal neighborhood streets and paths to landmarks or amenity features such as parks, greens, squares, plazas, and community buildings (figure c).
- 1.2 Open streets to terminate view axis or prominent buildings such as civic structures, churches, and clubhouse (figure b).
- 1.3 Design residential developments that orient homes towards the street, eliminating the need for fence "canopies" or wind walls, unless required for some orientation purposes and privacy (figure c).

2.0 Neighborhood Design

- 2.1 Design developments that connect with adjacent neighborhoods, where appropriate, and provide for future connections to currently undeveloped properties via streets, alleys, and pedestrian trails.
- 2.2 Connect residential neighborhoods to commercial centers (figure d). Provide vehicular, pedestrian, and bicycle access to adjacent commercial properties, coordinated with sidewalks, alleys, and urban open space.
- 2.3 Create pedestrian, bicycle, and visual connections to commercial centers, wherever vehicular connections are not possible due to physical constraints.



Connect to Parks
Connect internal neighborhood streets and paths to landmarks or amenity features such as parks, greens, squares, plazas, and community buildings.

View Axis
Open streets to terminate view axis or prominent buildings such as civic structures, churches, and clubhouse.

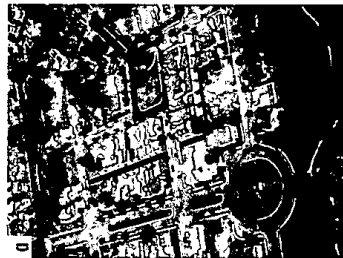
Hierarchy
Create a hierarchy of street types, designed to complement development patterns.

Orient Streets
Design residential developments that orient homes towards the street.

Principles

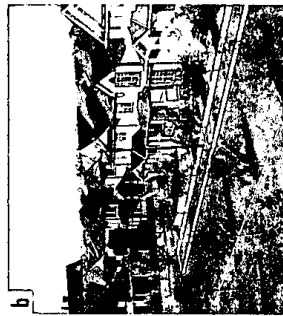
1

Create a hierarchy of street types and scales designed to increase neighborhood identity and respond to vehicular volume and pedestrian activity.



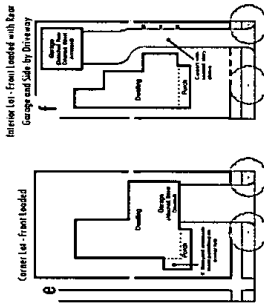
2

Promote the use of alleys designed to complement small lot residential developments.



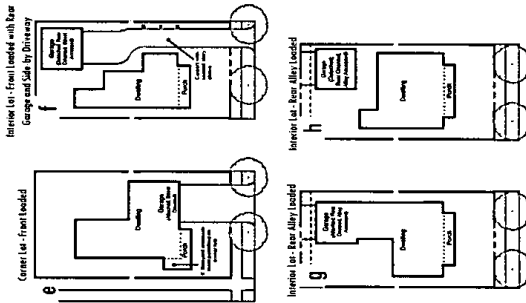
3

Provide both on and off-street parking opportunities geared towards the needs of residents and visitors.



4

Create a variety of garage placements and orientations designed to accommodate different lot conditions and housing types.



5

Minimize the negative impacts of large concrete driveways and garage aprons.

- 4.6 Create space for alley landscaping and utilities by setting back fences from the alley pavement edge (figure c).
- 4.7 Illuminate alleys through the use of building (garage) down-lighting.
- 4.8 Design alleys to be as narrow as possible for each application, based upon the following requirements:

5.0 On-Site Vehicular Parking

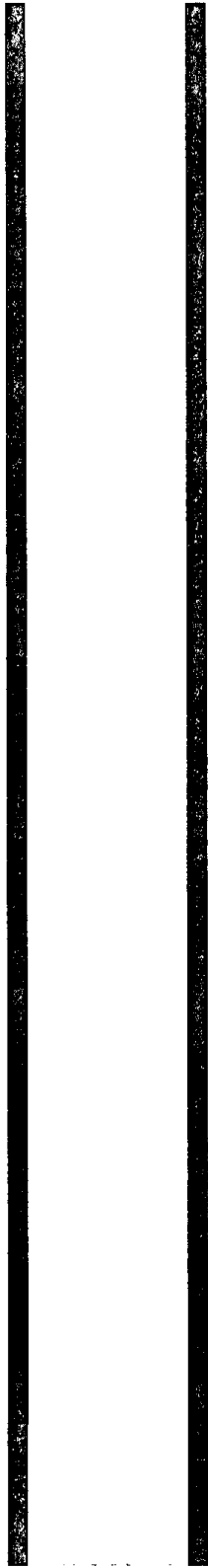
- 5.1 Design on-site driveways, based upon the following requirements:
 - Maximum Driveway Throat Width: 25'
 - Minimum Landscape Area Between Adjoining Driveways: Six Feet (Three foot landscape strip between property line and driveway)
- 5.2 Design on-site driveways on alleys, based upon the following requirements:
 - Minimum Driveway Depth: 4' from edge of paving
- 5.3 Provide a variety of garage placements and orientations including: a) front-loaded; b) front-loaded with rear garage and side-by-side driveway; c) rear alley loaded; and d) detached rear-alley loaded.

3.0 Street Pattern and Hierarchy

- 3.1 Create hierarchy of street types, designed to complement development patterns, housing types, site layout, walk volume, and parking needs (figure 4).
- 3.2 Create traditional street configurations for small lot residential developments associated with streetscape (figure 5).

4.0 Alleys

- 4.1 Encourage alleys where developments (or major streets and driveway access) is not allowed (figure 6).
- 4.2 Design alleys to accommodate both pedestrian and vehicle movements.
- 4.3 Encourage alleys wherever visitor parking is in high demand to provide the greatest amount of on-street parking opportunities.



S I N G L E F A M I L Y D E T A C H E D

Principles

1 Create neighborhoods of compatible architectural styles reflective of the South West Bench region. A house shall be a strong expression of its chosen architectural style.

2 Create homes that reflect the physical characteristics of the architectural styles found in the South West Bench region.

3 Use past architectural expressions for inspiration, but design present-day interpretations of these architectural styles.

4 Craft architecture that responds to the South West Bench region's unique climatic conditions

5 Architectural styles not reflective of Utah, or those inconsistent with the indigenous architectural vernacular of the South West Bench region, shall be strongly discouraged.

1.0 Architectural Styles

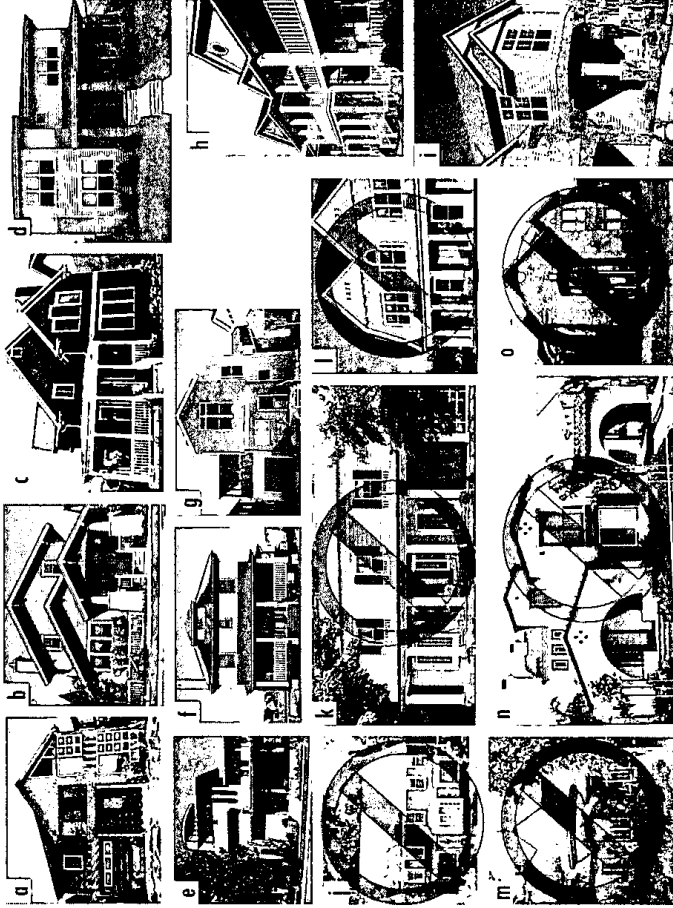
- 1.1 Encourage vernacular architectural styles reflective of the South West Bench region.
- 1.2 While no specific architectural style is required, architecture that reflects the traditional architectural styles associated with the South West Bench shall be strongly encouraged.
- 1.3 Architects, builders, and homeowners should be sensitive to past South West Bench architecture, where inherited architectural styles are identified as follows: (a) Prairie School, (b) Mission Revival, (c) Spanish Colonial, (d) Spanish Colonial Pueblo, (e) Prairie - High Style, (f) Prairie - Low Style, (g) Western Mining, (h) Traditional, and (i) Western Single Home. These styles are characterized by deep-rooted local traditions and native building materials.

2.0 Inappropriate Architectural Styles

- 2.1 Inappropriate architectural styles include, but are not limited to, the following: (j) Cape Cod, (k) Colonial, (l) East Coast Cottage, (m) European Country, (n) Spanish Colonial, and (o) Texas Mission.

3.0 Architectural Image

- 3.1 Architectural characteristics which best identify the design character are described as follows:
 - Indigenous architectural styles rather than foreign styles
 - Ornamented rather than unadorned
 - Human-scaled rather than massive or monumentally scaled
 - Hered building profile rather than a vertical box
 - Native and locally made materials such as board and batten, brick, clapboards, shingles, and stone, rather than imported or foreign materials such as adobe, clay Mission tile, thick Spanish tile stucco
 - Covered porches and entries defining indoor and outdoor spaces, rather than blank facades punctuated by an entrance door
 - Exposed support members such as trusses, brackets, corbels, and rafter tails, rather than enclosed structural elements, when appropriate for the architectural style of the home
 - Large roof overhangs rather than clipped eaves
 - Brick or stone masonry, or stucco foundations (when appropriate for the architectural style of the home) rather than exposed concrete foundation walls
 - Strong columns, piers, and posts rather than thin, flimsy, weak-appearing supports
 - Recessed doors and windows designed to express building mass rather than flush mountings



Principles

4

Use single story building components such as covered porches as transitional elements to upper-story building masses.

3

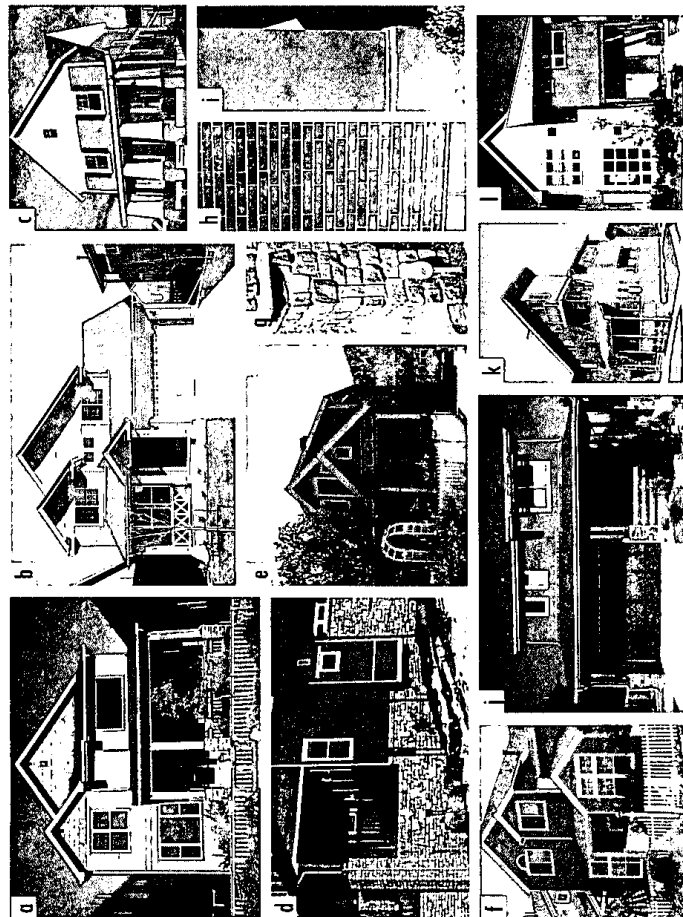
Crown the home with a distinguishable roof cap, designed to terminate the top of the dwelling.

2

Create strong masonry bases, functioning as a natural extension of the ground plane.

1

Design homes in which the shape or mass of the home starts low at the edges and rises towards the center. A home's second-story shall appear lighter, with less weight, than the first story.



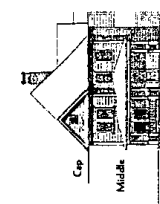
4.0 Building Mass

- 4.1 Stop building masses towards the center of the home. As the home rises, use smaller floor areas for upper stories designed to diminish busy appearing building masses (figures a and b).
- 4.2 Use single-story plane heights to help keep the apparent mass of the home within human scale (figure e and f).
- 4.3 Use single-story building masses such as covered porches as transitional elements to second-story building volumes (figure g).
- 4.4 Design homes as an integrated collection of individual subordinate volumes emanating from a dominant building mass, rather than a single busy building form (figure h).
- 4.5 Segment buildings through the use of pop-outs and building projections.
- 4.6 Break up even building masses. Provide a variety of roof plane breaks and wall planes that add visual interest to the rear facade. Integrate second-story deck roofs seamlessly into the fabric and form of the home.
- 4.7 Design house foundations as a natural extension of the ground plane, rather than separating the home from the land (figure j).
- 4.8 Crown homes with roofs that provide deep roof overhangs, consistent with the architectural style of the home (figures i, k, and l).

Herriman Hints

Don't Do This...
This home is composed of awkward and busy building masses. The second-story porch is poorly articulated and the roof plane is blocky.

Do This!!
This home is composed of complementary building shapes which taper upwards toward the center of the dwelling. Windows and heights add visual interest to the second-story porch, providing a platform for outdoor entertainment, socializing, and leisure while functioning as a transition element to the second floor. Smaller second-story building volume reduces the bulk of the garage.



Do This!!
This home is divided into three basic parts: the Base which is the main living area, the Middle, which is the second-story porch, and the Cap, which is a natural extension of the second plane. The Middle commonly contains a covered porch and fourth wall, penetrated by windows and doors, and the Cap, which commonly encompasses roof elements such as hipped and gable roof forms and chimney stacks.



Do This!!
This home is composed of complementary building shapes which taper upwards toward the center of the dwelling. Windows and heights add visual interest to the second-story porch, providing a platform for outdoor entertainment, socializing, and leisure while functioning as a transition element to the second floor. Smaller second-story building volume reduces the bulk of the garage.

1 Provide roof forms that reflect the architectural style of the home, responding to regional climatic influences.

2 Create a visible main body roof form complemented with smaller roof planes or elements. Minor roof elements such as gable ends and dormers shall be proportional to the spaces they cover and to the overall roof size and form.

3 Provide substantial roof overhangs that create strong shadow lines and complement the roof pitch and architectural style of the home.

4 Use smaller roof elements to add variety and visual interest to the roofscape.

5 Use contemporary roof forms to promote new/modern architectural expressions.

5.0 Roof Form

- 5.1 Create roof pitches and overhangs which complement the architectural style of the home, designed to block snow, shade windows, and convey roof rain (figure 6).
- 5.2 Locate upper-story roof planes generally centered on the building mass, with smaller lower roof planes occurring toward the outer perimeter of the home (figure 6).
- 5.3 Create both horizontal and vertical roof articulations from the primary street facade. A variety of roof breaks (e.g. four-turn corners or change elevations) should be provided (figures 6, 9, and 9).
- 5.4 Create roof profiles that break up busy or discordant roof slopes. Articulate expansive roof surfaces with gable ends, roof dormers, cupolas, and minarets, designed to add variety and visual interest to the roofscape (figures 6, 9, 9, and 9).

6.0 Roof Pitch

- 6.1 Provide main body roof pitches based upon the following requirements:
 - Prairie - Low Style: 6:12 - 12:12
 - Craftsman: 3:12 - 5:12
 - Farmhouse: 6:12 - 12:12
 - High Plains Territorial: 6:12 - 8:12
 - Prairie - High Style: 3:12 - 4:12

7.0 Roof Type

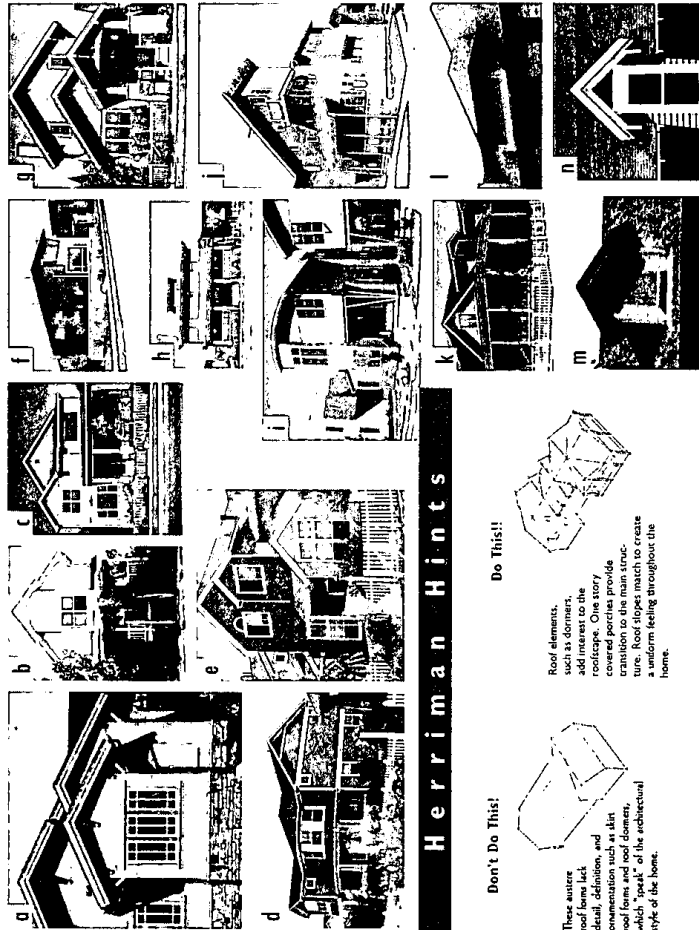
- 7.1 The following roof types shall be permitted:
 - (f) Flat, (g) Cobles, (h) Hips, (i) Half Rafters, and (j) Sheds.

8.0 Roof Overhang

- 8.1 Provide main body roof overhangs based upon the following minimum requirements:
 - Contemporary: Eaves: 18 inches; Bakes: 18 inches
 - Craftsman: Eaves: 18 inches; Bakes: 24 inches
 - Farmhouse: Eaves: 18 inches; Bakes: 18 inches
 - High Plains Territorial: Eaves: 18 inches; Bakes: 18 inches
 - Farmhouse: Eaves: 12 inches; Bakes: 12 inches
 - Prairie - High Style: Eaves: 24 inches; Bakes: 24 inches
 - Prairie - Low Style: Eaves: 18 inches; Bakes: 18 inches
 - Ranch: Eaves: 18 inches; Bakes: 18 inches
 - Traditional: Eaves: 12 inches; Bakes: 12 inches
 - Western Shingle: Eaves: 12 inches; Bakes: 12 inches
- 8.2 The roof overhang for minor roof elements may vary in order to achieve a consistent fascia line.

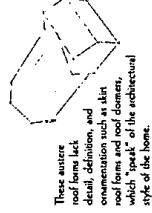
9.0 Roof Elements

- 9.1 Use minor, subordinate, roof elements such as gable ends, dormers, minarets, and cupolas, designed to add variety and visual interest to the roofscape (figures 6, 9, 9, and 9).
- 9.2 Design pitched roof forms to contain habitable space. Roof dormers shall be functional, providing daylight into the interior of the home.
- 9.3 Integrate roof gutters and downspouts into the design of the home, appearing as a continuous architectural element.



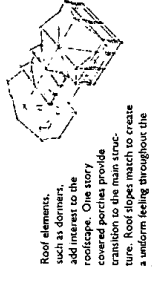
Herriman Hints

Don't Do This!



These awkward roof forms lack detail, definition, and ornamentation such as skirt roof forms and roof dormers, which "speak" of the architectural style of the home.

Do This!

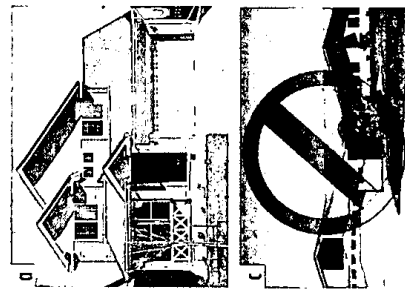


Roof elements, such as dormers, add interest to the roofscape. One story covered porches provide transition to the main structure. Roof slopes match to create a firm feeling throughout the home.

Principles

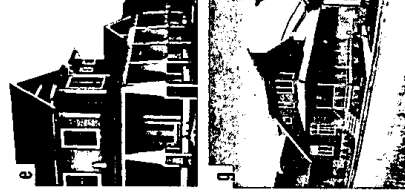
1

Create human-scaled covered entries and porches that integrate with the fabric of the home.



2

Create single-story building volumes such as recessed entries, covered porches, decks, and building projections that soften the building facade, acting as transitional elements to upper story building volumes.



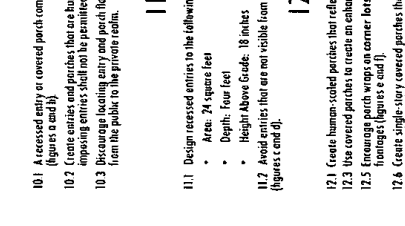
3

Create decks and associated roof forms designed as integral elements of the home.



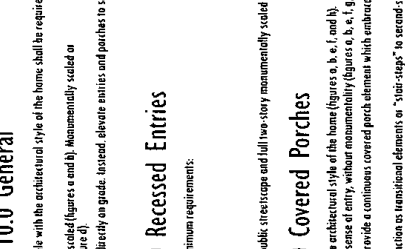
4

Address both street frontages by wrapping porches around the corner.



5

Elevate front porches to enhance streetscape surveillance while accentuating this important semi-private space.



- 10.1 A recessed entry or covered porch compatible with the architectural style of the home shall be required for all homes (figures a and b).
- 10.2 Create entries and porches that are human scaled (figures e and h). Monumentally scaled or imposing entries shall not be permitted (figure d).
- 10.3 Discourage locating entry and porch floors directly on grade. Instead, elevate entries and porches to signal a transition from the public to the private realm.

10.0 General

11.0 Recessed Entries

- 11.1 Design recessed entries to the following minimum requirements:
 - Area: 24 square feet
 - Depth: four feet
 - Height Above Grade: 18 inches
- 11.2 Avoid entries that are not visible from the public (streetscape and full two-story monumentally scaled recessed entries (figures c and d)).

12.0 Covered Porches

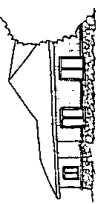
- 12.1 Create human-scaled porches that reflect the architectural style of the home (figures a, b, e, f, and h).
- 12.2 Use covered porches to create an enhanced sense of entry, without monumentality (figures a, b, e, f, g, and h).
- 12.3 Encourage porches to wrap on corner lots to provide a continuous covered porch element which embraces both street frontages (figures e and f).
- 12.4 Create single-story covered porches that function as transitional elements or "stair-steps" to second-story building masses (figure h).
- 12.5 Locate the area located underneath an elevated front porch.
- 12.6 Discourage locating porch stairs directly on grade. Instead, elevate porches above grade (creating a step (figures a, b, e, f, and g)).
- 12.7 Integrate covered porch roofs into the fabric of the home. Use consistent roof pitches and structural elements that harmonize with the main roof form (figures e, f, g, and h).
- 12.8 Design covered porches to the following minimum requirements:
 - Area: 48 square feet
 - Depth: five feet of usable space outside of columns and railing
 - Height Above Grade: 18 inches

13.0 Decks

- 13.1 Integrate rear elevated decks into the fabric of the home (figures i, j, k, and l). Rear decks should not appear as "bolted-on" afterthoughts.
- 13.2 Create covered decks or similar roof shading and complementary roof pitches, designed to harmonize with the main structure (figures i, j, and l).
- 13.3 Paint or stain all deck elements such as balustrades, railings, columns, posts, and staircases to match the main structure. Deck elements shall not be left to weather naturally.

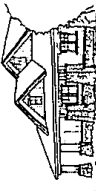
Herriman Hints

Don't Do This!



The dwelling turns its back to the street, creating an austere and unwelcoming image.

Do This!



A covered Porch becomes a semi-private, oriented space providing a platform for outdoor entertaining, socializing, and leisure.

Principles

1 Provide a variety of elevations, avoid similar elevations adjacent or across from each other.

2 Use building elements, such as plane breaks and building projections, which help segment building masses and break up long expanses of blank wall.

3 Provide changes in facade materials that are accompanied by changes in wall plane, helping give the material a more substantial quality and visual integrity.

4 Design building projections, such as bay windows, using similar materials, colors, forms, textures, and proportions as those used on the main structure.

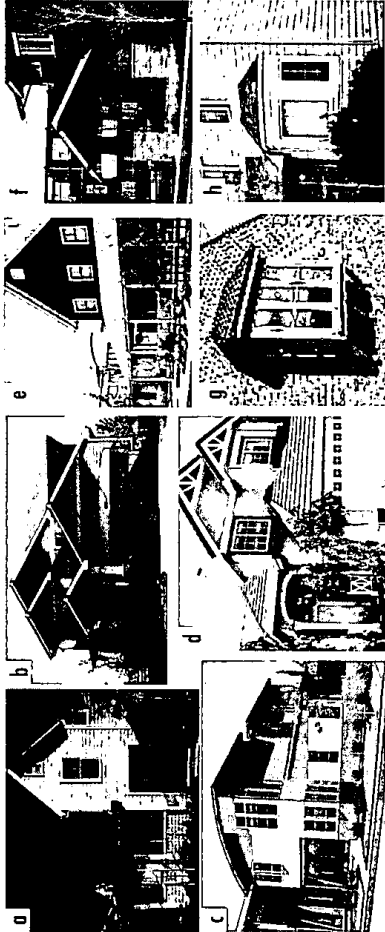
5 Avoid "floating" building projections by supporting building projections with structural elements.

14.0 Wall Articulation

- 14.1 Provide changes in wall plane to create facade variety and visual interest by adding depth and shadow that help reduce the apparent scale of the home (figures a, b, c, and d).
- 14.2 Create substantial facade articulations rather than simply changing the texture of exterior wall materials.
- 14.3 Craft homes that are highly visible, such as corner lots, to exhibit four-sided architectural characteristics by providing the same level of wall articulation on side and rear elevations as used on the front elevation (figure c).
- 14.4 Encourage multiple wall plane breaks on the front and side elevations, designed to enhance facade visual interest (figures a, b, c, and d). Encourage multiple wall plane breaks on side and rear elevations where visible from the public realm.
- 14.5 Use additive elements, such as covered porches, to create facade variety and visual interest. On corner parcels, wrap covered porches around the corner, providing a covered porch element that embraces both street frontages (figure d).
- 14.6 Provide a variety of one and two-story wall plane breaks accompanied by building projections to create facade visual interest (figures a, b, c, and d).

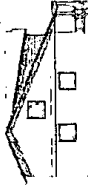
15.0 Building Projections

- 15.1 Use building elements such as covered porches, covered entries, gables and building projections, to create facade variety.
- 15.2 Create building projections that do not appear to float. Support cantilevered building projections with brackets or corbels designed to secure the projection to the wall (figure g and h).
- 15.3 Extend full-length building projections to engage the ground plane (figure h).
- 15.4 In one building projections a minimum of 18 inches from wall surfaces (figures g and i).



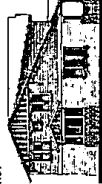
Herriman Hints - FOR CORNER AND OPEN SPACE LOTS

Don't Do This!



This side building elevation appears sincere and blank. Lacking relief and ornamentation, window placement is random and does not reinforce the form or symmetry of the facade. Building materials appear on the front elevation are absent.

Do This!



This side building elevation reflects the architectural style of the home. Notice the vertical ornamentation in the gable end. Notice how a variety of building materials, including stone, stucco, and shingles add character and visual interest. Notice how building projections and bay windows add relief, visual interest, and rich shadow patterns to elevation.

Don't Do This!



This rear walk-out elevation appears austere and flat. The single wall plane lacks articulation (in-and-out) which could add variety and visual interest.

Do This!



This rear walk-out elevation appears alive with movement. Native tile, different wall planes and stone base anchoring the dwelling. The gable end roof change adds visual interest to the rooftop.

Principles

2

Design columns, piers, and posts that reflect and express the architectural style of the home.



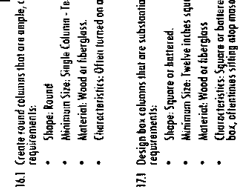
3

Create sturdy columns, piers, and posts that visually appear capable of supporting the weight of what they hold up.



4

Provide ample deck supports firmly anchored to the ground plane.



16.0 Round Columns

- 16.1 Create round columns that are simple, complementing the architectural style of the home, based upon the following requirements:
 - Shape: Round
 - Minimum Size: Single Column - Ten inches in diameter. Grouped Columns (two or more) - Six inches in diameter.
 - Material: Wood or fiberglass.
 - Characteristics: Often turned on lathe (wood) or molded (fiberglass) with a distinctive base, shaft, and capital.

17.0 Box Columns

- 17.1 Design box columns that are substantial, reflecting the architectural style of the home, based upon the following requirements:
 - Shape: Square or battered.
 - Minimum Size: Twelve inches square at the base.
 - Material: Wood or fiberglass.
 - Characteristics: Square or battered in shape, composed of wood planks that are joined together to form a hollow box, often with slat top masonry pier.

18.0 Masonry Piers

- 18.1 Create masonry piers that are stable, designed to express the architectural style of the home based upon the following requirements:
 - Shape: Square or battered.
 - Minimum Size: 24 inches square at the base. May batter to 18 at the top inches.
 - Material: Stone, cultured stone, or stucco.
 - Characteristics: Piers can be used on a base or pedestal for accompanying round columns, box columns, or wood posts.
 - Design Criteria: Crown brick, stone, cultured stone, or stucco piers with masonry cap. Do not "float" piers on exposed concrete footings. Instead, extend brick, stone, cultured stone, or stucco piers to the ground.

19.0 Posts

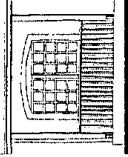
- 19.1 Create posts that are generous, reflecting the architectural style of the home, based upon the following requirements:
 - Shape: Square.
 - Minimum Size: Single Post - Eight inches square. Grouped Posts (two or more) - Six inches square.
 - Material: Dimensional lumber.
 - Characteristics: Simple dimensional lumber supports designed to hold up covered porches and decks. Posts can be used on a base or pedestal for accompanying round columns, box columns, or wood posts.
 - Design Criteria: Posts can be used on a base or pedestal for accompanying round columns, box columns, or wood posts.

20.0 Deck Supports

- 20.1 Create deck supports that are generous, reflecting the architectural style of the home, based upon the following requirements:
 - Shape: Round, square, or battered.
 - Minimum Size: Single Column - Ten inches in diameter; or Post - Eight inches square. Grouped Posts (two or more) - Six inches square. Single Piers - 24 inches square at the base.
 - Material: Round Columns - Wood or fiberglass; Post - Dimensional lumber; Piers - Stone, Cultured Stone, Stucco.
 - Characteristics: Deck supports can be simple dimensional lumber posts or box columns with decorative trim. Deck supports can be used in combination with, stone, cultured stone, or stucco piers.

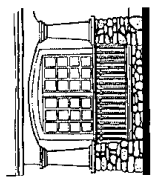
Herriman Hints

Don't Do This!
Flimsy porch supports, composed of four-inch by four-inch wood posts, appear weak and fragile. Notice how the austere unadorned nature of the posts do not reflect an identifiable architectural style.



Do This!

Covered porch supports columns and stone piers appear substantial, capable of supporting the building mass above. Box column, stone piers, and balustrades are decorative, harmonizing with the architectural style of the home.



1

Incorporate windows and doors that reflect the architectural style of the home.

2

Orchestrate the placement of windows on building elevations to create proportionate and balanced window compositions.

3

Generally dimension windows to express vertical proportions.

4

Use windows and doors that are composed of smaller human-scaled elements and ornamentations.

5

Divide windows with muntins to create a series of individual panes, consistent with the architectural style of the home.

21.0 Window Location

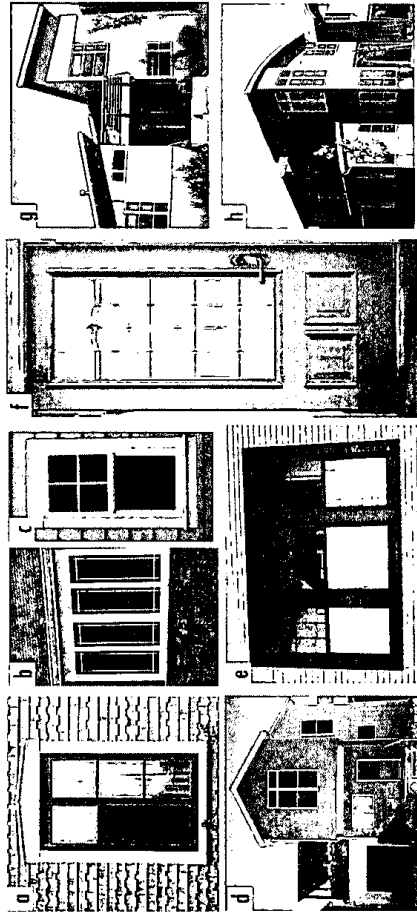
- 21.1 Locate windows generally centered on the building mass, aligned both horizontally and vertically (figure 4).
- 21.2 Provide windows that are vertical in orientation, with the vertical dimension being greater than, or equal to, the horizontal dimension (figures b, c, d, and e).
- 21.3 Contemporary designs may develop unique window location.

22.0 Window Character

- 22.1 Encourage windows that reflect the architectural style of the home.
- 22.2 Use windows more generously on the ground floor, designed to accentuate and promote indoor-outdoor relationships.
- 22.3 Divide large horizontal window openings by mullions into a group of vertically-oriented windows (figures f and g).
- 22.4 Promote firm window openings with decorative mullions making a minimum four inches wide (figures b, c, and e).
- 22.5 Create windows' placements and patterns that mimic the pitch of gable ends, increasing in height towards the center of the gable end.
- 22.6 Encourage the same window style and patterns on all sides of the home.
- 22.7 Contemporary designs may consider using horizontal window patterns and locations.

23.0 Doors

- 23.1 Encourage windows in the front door (figure 6). If windows are not incorporated in the door, add sidelights to increase security, providing surveillance of the front steps.



Herriman Hints

Don't Do This!

Window appears as a hole cut into the side of a box. The non-descript horizontal-oriented sliding glass window does not reflect an identifiable architectural style. Large glass panels do not reflect human scale.



Do This!

Large sliding glass window is replaced by two double hung windows. Individual window dividers (muntins, either real or simulated) segment windows into individual panes of glass adding character and human scale. Wood trim and window sill add weight and rich shadow patterns. Vertically proportioned windows reflect a traditional residential image.



Principles

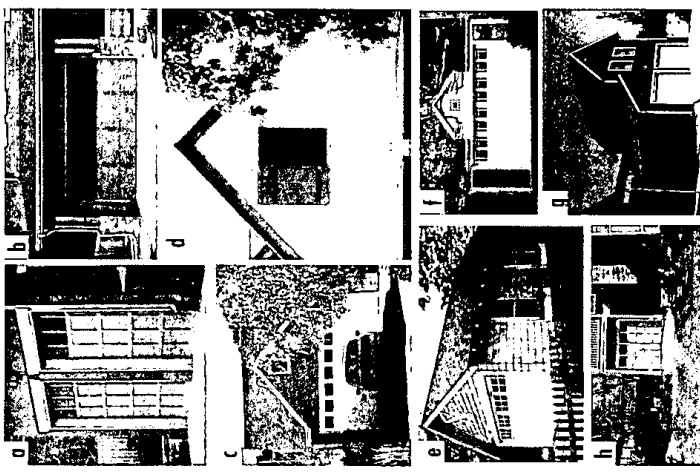
1 Design building elevations to mitigate the impact of the garage along the street and by varying the location and orientation of garages.

2 Design garage doors with windows, ornamentations, and embellishments that reflect the architectural style of the home.

3 Design outbuildings that harmonize and complement the main living structure.

4 Orient outbuildings to frame and define forecourts, courtyards, parking compounds.

5 Minimize excessive garage freeboard which creates awkward garage proportions.



Herriman Hints

Don't Do This!
Excessive freeboard above the garage door creates an awkward appearing elevation. Notice how the large excessive gable end dwarfs the garage door. Maximum garage freeboard shall be 18 inches.

Do This!
This Craftsman styled garage is well proportioned. Notice that neither the freeboard above the garage nor the garage doors dominate the facade. Notice how the low pitched roof, large eave overhang, gable end brackets, ornamental columns, and decorative garage doors complement the Craftsman architectural style.

24.0 Garage Integration and Orientation

24.1 Provide garage doors that reflect the architectural style of the home (figures a, b, and c).

24.2 Incorporate similar garage building massing and detailing as the main house.

24.3 Minimize excessive garage freeboard (defined as the distance between the bottom of the eave line and top of the garage door).

24.4 Provide a variety of recessed, front, and side loaded garage types.

24.5 recess garage doors a minimum of six inches from the garage face to express building mass (figures a, b, and c).

24.6 Encourage garage doors with architectural embellishments designed to provide shadow, lines, depth and visual interest (figures c, d, and e).

24.7 Locate windows on front street-facing elevations for side-loaded garages (figure d).

25.0 Detached Garages and Outbuildings

25.1 Design detached garages and outbuildings to complement the main dwelling, the similar building forms, materials, finishes, and colors designed to provide continuity between adjacent structures (figures e, f, g and h).

25.2 Substantiate the placement of the main structure and detached garage/outbuilding to define and enclose outdoor, terraces, courtyards, and parking compounds (figure i).

25.3 Design per the following requirements:

- Maximum size: 600 s.f. footprint
- Maximum height: One Story

Principles

1

Create building elements that reflect the architectural style of the home.

2

Design structural elements such as brackets, corbels, and beams that are substantial, visually appealing and capable of supporting the weight of the roof structure.

3

Craft ornamental building elements such as balustrades and chimney stacks that are convincing, realistic, and believable.

4

Use ample soffit, fascia, and frieze board details designed as transitional elements between the wall plane and roof eave.

5

Provide subdued building lighting designed to reflect the architectural style of the home.

26.0 Brackets, Corbels, and Beams

26.1 Design brackets, corbels, and beams that are decorative and ornamental, reflecting the architectural style of the home (figures b and c).

26.2 Design brackets, corbels, and beams that are substantial and in proportion to eave overhangs (figures b and e).

27.0 Fascia, Soffit, and Trim Details

27.1 Design fascia boards, frieze fascias, soffits, and trim that are ample, reflecting the architectural style of the home. Use a minimum 4" wide trim.

28.0 Chimney Stacks

28.1 Exposed metal chimney flues are not allowed. Chimneys should reflect the architectural style of the home.

28.2 Use chimney caps and spark arrestors that reflect the architectural style of the home (figure b).

29.0 Building Lighting

29.1 Provide front porch wall lanterns or pendant lights that are decorative, reflecting the architectural style of the home, composed of translucent or opaque glass.

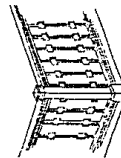
29.2 Encourage shielded down-lighting, designed to prevent nuisance glare (figure i).

29.3 Provide garage light fixtures (75-watt maximum), which are activated by photo cells.



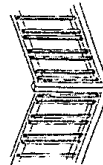
Herriman Hints

Do This!
Create more visual interest by using standard dimensional materials in more interesting ways.



Better Yet, Do This!

This balustrade is decorative and reflective of Craftsman architecture. Notice the ornate post that is segmented into a distinctive base, shaft, and capital.



Do This!
Create more visual interest by using standard dimensional materials in more interesting ways.

Principles

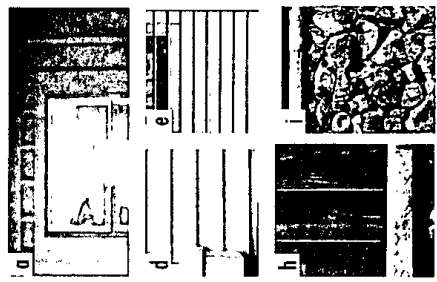
1 Incorporate indigenous building materials that reflect the architectural style of the home.

2 Use building materials with strong textures and rich colors, such as brick, stone, cultured stone, shingles, and board and batten that create visual depth detail.

3 Paint homes with deep, rich colors that reflect the architectural style of the home.

4 Use proper siding exposure dimensions in a convincing and realistic fashion.

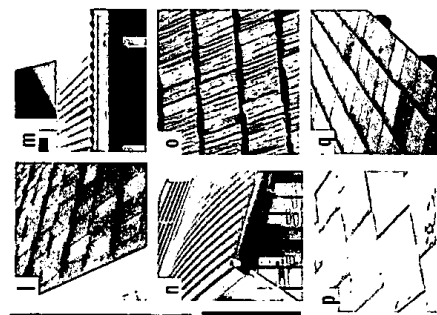
5 Use deep, rich roof colors designed to visually terminate the top of the home.



30.0 Wall Materials

- 31.1 The following exterior wall materials are permitted:
- a. Board and Batten (wood or cementitious)
 - b. Brick (farrow, Gage Roman)
 - c. Metal, Corrugated
 - d. Siding, clapboards
 - e. Siding, Drop
 - f. Siding, Lap
 - g. Siding, Shingle (cedar, redwood, or cementitious)
 - h. Siding, Tongue and Groove (wood or cementitious)
 - i. Stone (natural)
 - j. Stone (cultured)
 - k. Stucco (exterior plaster)
 - l. Decorative CMU (Used with discretion)

- 31.2 The following exterior wall materials are not permitted:
- Structural CMU
 - EIFS
 - Siding, Aluminum
 - Siding, Vinyl (May be allowed with special approval from the DRC)
 - 1411 Wood Panels
 - Unfinished Concrete



31.0 Material Dimensions

- 31.1 Use stucco finishes that are not overly exaggerated or irregular, such as Spanish Lace. Stucco finishes shall strike a balance between hand struck textures and overly elaborate surfaces (figure i).
- 31.2 Use board and batten siding that does not exceed ten inches (boards) and two inches (battens) exposed to the weather (figure o).
- 31.3 Expose shingles a minimum of six inches, to the weather (figure g).
- 31.4 Front elevation wall cladding dimensions shall be the same for all elevations.

32.0 Roof Materials

- 32.1 The following roof materials shall be permitted:
- 1. Cementitious Roofing — An inherent grade dimensional fiberglass roof shingles, straight cut or color layered roof shingles with or without a decorative top coat and ceramic granules, (heavy weight, loss in air and wind rating) with a minimum 30 year warranty.
 - m. Metal, Corrugated (Used with discretion)
 - n. Metal Standing Seam with Kynar or Nylon finish (Seams shall be spaced a maximum of 18 inches)
 - o. Shakes, Concrete (Picked to mirror a natural wood shake)
 - p. Slate (real or cultured)
 - q. Tile, Flat (smooth concrete)

- 32.2 The following roof materials shall not be permitted:
- Asphalt Rolled
 - Fiberglass Strip Shingles
 - Organic felt (composition)
 - Steel Shingles
 - Tile, Spanish (Straight Barred Mission, Mexican)
 - Tile, Roman

33.0 Wall Color

- 33.1 Finish traditional homes with deep, rich, earth-tone colors that reflect the architectural style of the home.
- 33.2 Finish contemporary homes with bright progressive color that reflect modern architectural styles.
- 33.3 Relate color palettes to changes of materials, such as building base, parapet, and roof.
- 33.4 Provide accent color in window, sills, moldings, murals, and trim to emphasize details, if compatible with the architectural style of the home.
- 33.5 Color palette must be approved prior to construction.

34.0 Roof Colors

- 34.1 Use deep, rich, composition and colors such as dark charcoal gray, stone gray, greenish gray, forest green, and dark brown to visually terminate the top of the home.
- 34.2 Do not use weak, washed-out roof colors such as light gray, beige, or tan, that fade into the skyline.

2

Design homes that use heavy, visually solid, foundation materials that transition upwards to lighter wall cladding and roof materials.

Discourage piecemeal material applications, frequent changes in wall materials, and unconvincing material transitions.

3

Use wood and masonry materials in an honest and convincing fashion, designed to express dimension, depth, and structure.

4

Do not "float" heavy masonry materials; instead use them at the ground plane.

5

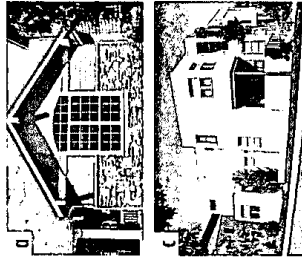
Use small-scaled transitional elements at the junction point between different materials and architectural elements.

35.0 Material Transition

35.1 Use a variety of wall materials to provide each texture and color their own visual interest to the eye. Notice how the transition cap and belly-band function to transitional elements signaling a change between different materials (figure a).

35.2 Design low garden privacy walls as a natural extension of the home's architecture. Notice how the stone masonry wall reflects the same materials as the home (figure b).

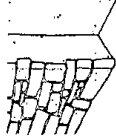
35.3 Provide material transitions that relate to building volumes. Notice how each of the modern building materials terminate at a change in wall plane on an inside corner (figure c).



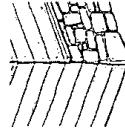
36.0 Material Transition



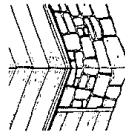
DON'T DO THIS...
No change in wall direction where different materials meet.



...OR THIS...
Change in wall direction is not matched by a change in material.



DON'T DO THIS...
Stone veneer as an unconvincing stone veneer, unable to support the building mass.



DO THIS...
Stone base wraps the corner (two feet, minimum) adding depth and conviction.

Herрман Hints

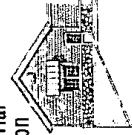


DO THIS...
Change in wall direction with associated change in material. Accompany material changes with changes in wall plane, always on an inside corner.

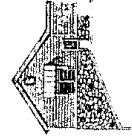


BETTER YET DO THIS!
Stone wraps the corner of the home, creating a convincing and substantial building base designed to anchor the home to the ground. The stone base continues down the side of the home to a change in wall plane.

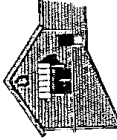
37.0 Material Connection



DON'T DO THIS...
Unconvincing floating stone foundation wall appears awkward and unbalanced, lacking conviction.

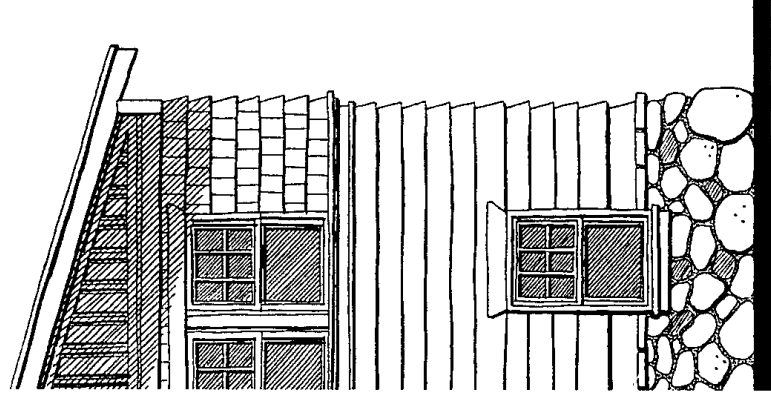


DO THIS...
Stone extends to the ground plane, securely anchoring the home. No more than 18" of exposed foundation.



...OR THIS!
Shingle cladding extends to within six inches of the ground plane. No more than 18" of exposed foundation.

38.0 Transitional Elements



Frieze Board
Frieze Board functions as a transitional element between the gable end and roof eave.

Trimboard
Trimboard functions to define the gable end.

Window Sill
Window Sill defines and terminates the bottom of the window.

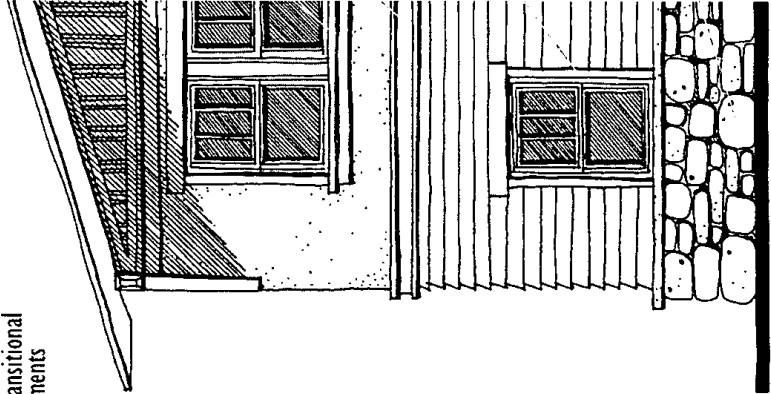
Belly-Band
Belly-Band functions as a transitional element between the first floor trimboard facade and the upper-story stucco facade.

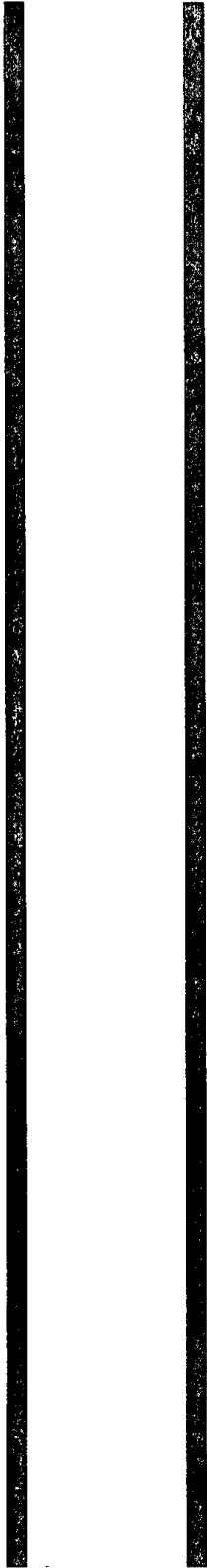
Lintel
Lintel header terminates the top of the window while visually supporting the weight of the building mass above.

Window Trim
Window Trim functions as a transitional element from the window sash to the clapboard facade.

Weinscot
Stone Weinscot cap functions as a transitional element between the stone base and clapboard facade.

Building Base
Stone Base anchors the home to the ground plane. Create a heavier base. Use larger stones close to the ground plane and smaller stones above.





S I N G L E F A M I L Y D E T A C H E D

Principles

1

Plants shall be chosen to complement the Utah environment by sharing similar microclimate characteristics including sun, shade, soils, and water requirements.

2

Promote the placement of plant material to screen house foundations providing rich layers that create depth, variety, and visual interest.

3

Prevent the penetration of water into house foundations through careful plant placement, grading techniques, and irrigation types.

4

Provide generous plant materials to encourage a lush streetscape image.

5

Use consistent mulching materials between adjacent lots.

1.0 Landscape Installation

1.1. Install landscaping in a timely fashion based upon the following requirements:

- When a home is certified for occupancy, all front and corner side yards shall be fully landscaped.
- Rear yards shall be installed within 90 days.
- If Certification of Occupancy occurs during between Nov. 1 and March 31, the builder/applicant shall be required to install front yard landscaping by April 30th of the following Spring.

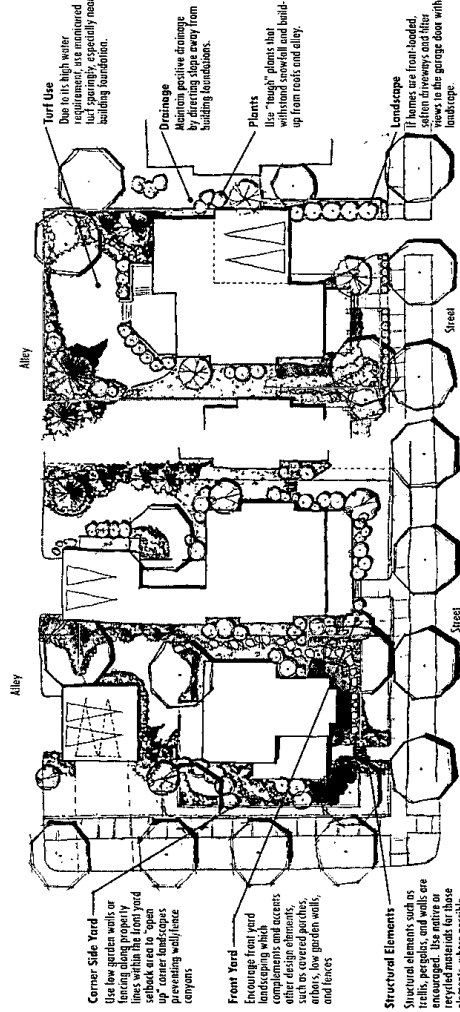
1.6. All areas shall use an automatic irrigation system.

2.0 Irrigation

- 2.1. Encourage water conserving irrigation systems.
- 2.2. Design all irrigation systems to minimize over-spray and water-waste. Limit overhead spray irrigation to turf/yard grasses and lowering groundcover areas.
- 2.3. The recommended minimum width of spray areas shall be six feet.
- 2.4. Provide low angle spray nozzles (5 degree) equipment to paved areas. For all other landscape areas use drip irrigation to conserve water.
- 2.5. Sensitive, loose plants adjacent to buildings. The irrigation of plants located around the foundation of a home presents potential problems associated with water seepage into the home's foundation and basement. Employ the following specific design requirements:
 - No turf/yard grass shall be planted within four feet of foundation walls.
 - No shrubs shall be planted within two feet (minimum) of a building foundation.
 - The ground directly adjacent to the foundation of a building shall be graded to slope away from the foundation, to facilitate drainage.

3.0 Plant Sizes

- 3.1. Provide ample sized plants. The following minimum sizes for introduced plant materials shall apply to all landscaping on private lots.
 - Deciduous Trees: 2 1/2 inch caliper; six feet high
 - Evergreen Trees: 4-foot high
 - Ornamental Trees: 2-inch caliper
 - Shrubs: 5-gallon container
- 3.2. Perennials and groundcovers may be installed at any size, however, groundcover spacing shall provide 80 percent coverage within two growing seasons.



4.0 Mulch Beds

- 4.1. Use the following rock and weed mulch types to unify the streetscape:
 - Rock and Wood Mulch
 - Large Rock Mulch (washed river rock) Size: three to six inches
 - Small Rock Mulch (washed river rock) Size: 1-1/2 inches
 - Wood Mulch (decided cedar or pine) Size: 1-1/2 inches
- 4.2. Weed mulches are recommended for Perennials and Annuals
- 4.3. Red lava rock and white marble chips shall not be permitted
- 4.4. Stone and wood mulch shall be of high quality including (seen measured and consistent size

Principles

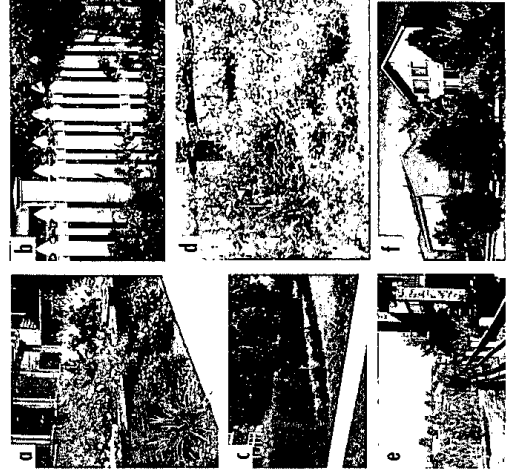
1 Promote a variety of planting patterns designed to complement the architectural style of the home while adding variety and visual interest to the streetscape.

2 Landscape designs emphasizing the urban oriented image of the project shall be encouraged.

3 Promote the use of landscape elements such as hedges, low garden walls, and picket fences to define semi-public front yard space.

4 Create landscape borders to define semi-public front yard space.

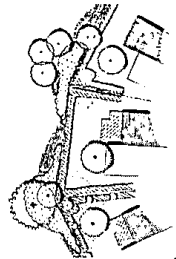
5 Introduced plants shall harmonize with adjacent open space areas. Plants shall be arranged on private lots to complement neighboring open space areas, resulting in a blending of on-site introduced and off-site vegetation.



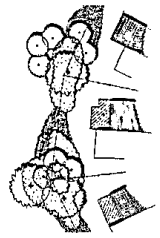
5.0 Landscape Transition Between Lots

- 5.1 Encourage the use of low garden walls, picket fencing, and hedges to define property lines (figures a, b, and d).
- 5.2 Compose low garden walls of brick, stone, or stucco, with decorative cap, designed to harmonize and complement the architectural style of the home (figure e).
- 5.3 Design picket fences to harmonize with the architectural style of the home, painted a consistent white color to promote streetscape continuity (figure b).
- 5.4 Provide a single, unified planting bed between adjacent lots with a consistent edge-line when potential borders abut one another (figures c and f).

Herriman Hints



Formal
Rear yard landscaping adjacent to Open Space is rigid, defining property lines and providing a distinct transition to the off-site Open Space.



Informal
Rear yard landscaping adjacent to Open Space is fluid, allowing trees and shrubs to flow with the adjacent Open Space.

7.0 The Front Yard Landscape

- 7.1 Street trees to follow the Master Street Tree Plan.
- 7.2 Park strips to be set back per the Master Street Tree Plan.
- 7.3 Encourage front yard landscaping which complements and accents other design elements, such as covered porches, arbors, low garden walls, and fences.
- 7.4 Landscape front yards based upon the following requirements:
 - Minimum Plant Quantities: two deciduous trees, 10 shrubs, and 15 perennials
 - Turf/Low Acrees (Minimum and maximum percentage of the non-paved area of the front yard):
 - Maximum turf Acrees: 70 percent

8.0 The Corner Side Yard Landscape

- 8.1 Use low garden walls or fencing 30" maximum along property lines within the front yard setback area to "open up" corner landscapes preventing wall-to-wall fence canyon.
- 8.2 Landscape corner side yards (adjacent to a street) based upon the following requirements:
 - Minimum Plant Quantities: Two deciduous or evergreen trees. Plant corner side yards with a minimum 70 percent evergreen ground cover.
 - Turf/Low Acrees: None required

9.0 Interior Side and Rear Yard Landscape

- 9.1 Plant interior side and rear yard landscaping (or located adjacent to open space areas or roadways) including type, quantity, and size, at the owner's discretion.
- 9.2 Design interior side and rear yard landscapes to be consistent with and complement the overall landscape concept for the lot, while providing a harmonious relationship with adjacent lots.

6.0 Landscape Transition to Open Space

- 6.1 Create a flowing transition between a homesite lot and adjacent open space (figures a and f).
- 6.2 Consider the placement of side and rear yard landscaping adjacent to all open space areas to preserve and enhance views.
- 6.3 Do not locate trees contiguous to property lines.
- 6.4 Cluster trees adjacent to the home to preserve neighboring views to open space amenities. Plant masses of introduced shrubs and groundcovers on private lots, designed to physically and visually integrate with adjacent open space (figures e and f).

Principles

1 Design decks, terraces, and patio walls to appear as a natural extension of the home, complementing its architectural style.

2 Site and design elements and amenities (i.e. spas, decks, patios, terraces) to assure compatibility between neighboring lots.

3 Maximize personal privacy on neighboring lots by sensitively siting homes to minimize "overlooking" neighboring outdoor living areas.

4 Sensitively locate play structures to minimize potential noise impact.

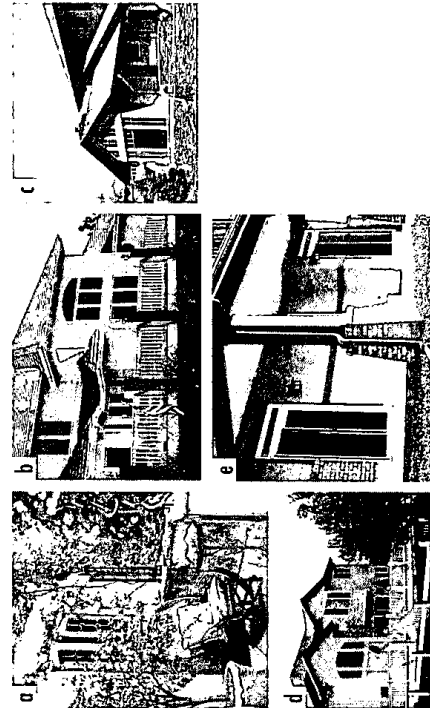
5 Prevent light pollution by selecting light fixtures oriented towards the ground.

10.0 Decks

- 10.1 Harmonize decks, terraces, and patio walls with the architectural style of the home (figure e).
- 10.2 Design decks, terraces, and patio walls to be an integrated extension of the home (figure a).
- 10.3 Design wood decks to be architecturally harmonious with the home using similar materials, building elements, and design details, painted or stained to match (figure b). Unpainted, exposed wood left to weather naturally shall not be permitted.
- 10.4 Integrate decks with building architecture. Decks shall be an integral and natural extension of the home and not appear to be "tacked-on" (figure c).
- 10.5 Fully anchor decks to the ground.
- 10.6 Decks shall be visually anchored to the ground by substantial deck support posts (eight inch square minimum) and shall not appear to be supported by flimsy (4"x4") posts.
- 10.7 For decks visible from public view, masonry piers (brick, stone, or cultured stone) or exterior plastered piers a minimum of 24 inches square shall be required as a base to support deck posts. Piers may be set to 18 inches at the top (figure d).
- 10.8 Decking on or below finish floor may be wood; composite decks are required for decks above the finish floor elevation.
- 10.9 Deck balustrades shall appear substantial and decorative, composed of milled wood balusters or wrought iron that reflect the architectural style of the home (figure e).

11.0 Terraces and Patios

- 11.1 Integrate terrace and patio walls with building architecture. Decks, terraces and patios provide outdoor living space, but are typically contained at grade, not elevated, functioning as a natural extension of the ground plane (figure e).
- 11.2 Design terrace and patio walls to harmonize with the architectural style of the home, being composed of similar materials and colors (figure e).
- 11.3 Design terrace balustrades or low patio walls to appear substantial, composed of brick, stone, cultured stone, or stucco materials as opposed to wood materials which are commonly associated with decks (figure c).
- 11.4 Design terrace and patio walls constructed of CMU block to be clad with brick, stone, cultured stone, or stucco designed to integrate architecturally with the house.
- 11.5 Design terrace and patio walls to be kept as low as possible (36" maximum recommended).



12.0 Outdoor Lighting

- 12.1 Provide subdued outdoor lighting. Outdoor lighting shall be carefully reviewed by the OTC to ensure that neighboring properties are protected from the view of outdoor lights.
- 12.2 Direct illumination downward for nighttime activities. Flood lighting is not encouraged.
- 12.3 Discourage exposed light sources in favor of softer down lighting that reduces glare and better lights the surface of drives, walkways, and patios.
- 12.4 Provide security lighting at home and garage entrances, activated by motion sensors.
- 12.5 Use incandescent light fixtures with a T5-watt rating, maximum.

Principles

5

Design privacy fences and walls as a natural extension of the home, harmonizing with the dwelling through the orchestration of building materials and color.

4

Promote the use of low front yard fences and walls to frame and enclose semi-public front yard space.

3

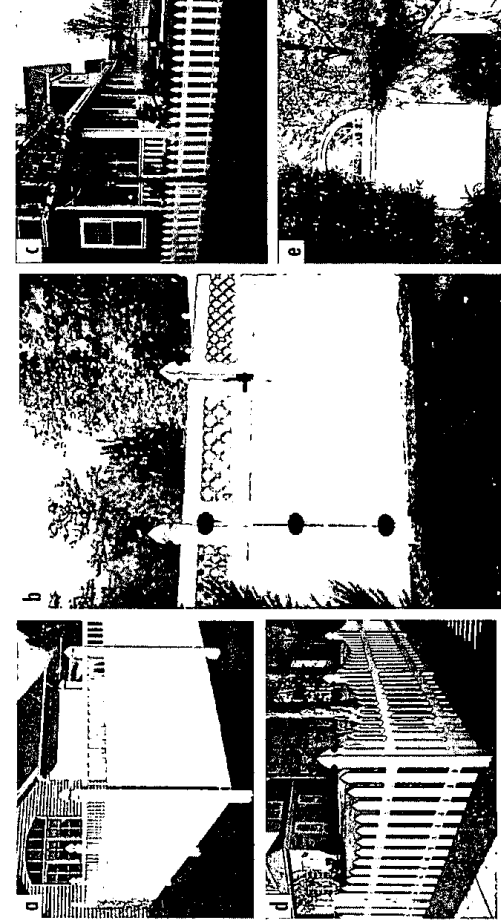
Design fences and walls that develop patterns.

2

Design fences and walls to be composed of natural materials or low maintenance materials such as MDF and composite recycled.

1

Design fences and walls to complement the architectural style of the home.



14.0 Pet Enclosures

14.1 Pets shall be enclosed within the rear yard area associated with the yard fencing. Fenced dog runs shall be compatible with yard fencing design. Pet Enclosures shall not be visible from public areas.

15.0 Fence and Wall Materials

15.1 The formal fence and wall materials. Yard Fencing shall be designed to reflect an urban image, being composed of simple materials, while Privacy Fences and Walls are envisioned to reflect the architectural style of the home. Employ the following specific design criteria:

- Yard Fencing:
 - Frame Yard Fencing with an ornamental top and bottom rail.
 - Yard Fencing shall be constructed of low maintenance materials such as wrought iron, vinyl, PVC, and composite recycled.
- Privacy Fences and Walls:
 - Privacy Fences shall be designed to complement the architectural style of the home, presenting the "finished" side out.
 - Privacy Fences and Walls shall be composed of similar materials to the home.
 - High-tech masonry Privacy Walls, including structured CMU, modular masonry wall blocks, and Split Face block shall not be permitted.
 - All masonry Privacy Walls shall be crowned with a stone or colored stone masonry cap.
 - Neighborhoods or Villages may have a specific fencing material and/or color, see community CCRs for requirements.

13.0 Fence and Wall Types

13.1 Two distinct types of enclosures may be constructed depending on location and functional requirements: Yard Fencing, constructed along property lines (figures a and b), and Privacy Fencing and Walls (figures c, b and e), used to screen or enclose outdoor living areas.

13.2 Provide Yard Fencing designs to define property lines. Use Privacy Fences and Walls to screen outdoor living areas. The following fence and wall types shall be used:

- From Yard Fences shall not exceed a maximum of 36 inches within the front yard setback area (figure c).
- Side and rear yard fencing shall not exceed a maximum height of 72 inches.

13.3 Privacy Fences and Walls, Privacy Fences and Walls, shall be permitted within individual residential lots for the purpose of enclosing and screening outdoor living areas on the rear or side of a house.

13.4 The design of Privacy Fence and Wall enclosures shall be consistent with the architectural style of the home, and shall appear to be an integral extension of the home (figure e).

13.5 Privacy Fences and Walls shall not exceed 72 inches in height.

[REDACTED]

S.F. ATTACHED AND MULTI-FAMILY

Principles

1 Integrate multi-family projects with surrounding neighborhoods, providing seamless connectivity.

2 Orchestrate and balance the placement of buildings and parking lots with open space areas.

3 Use walk-up staircases, stoops, doorways, and forecourts as semi-public transitional space from the sidewalk to the front door.

4 Site and orient traditional and conventional buildings towards the street with parking lots oriented internally.

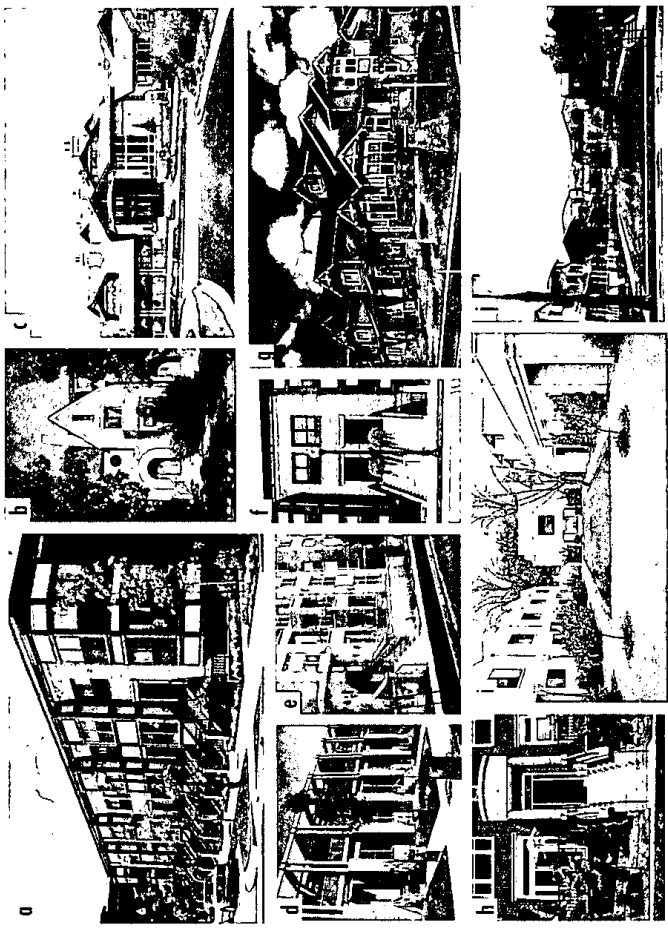
5 Site multi-family buildings to create and define meaningful common open space areas for socializing, entertaining, and recreation.

1.0 Building Siting and Orientation

- 1.1 Traditional
 - Establish a uniform build-to-line (a) buildings, designed to create a formal street-wall that defines the streetscape (figure e).
 - Design buildings to accommodate formal walk-up staircases, stoops, doorways, and forecourts as well as raised, level, stone, and local accessibility regulations (figures b, c, d, e, f, and g).
 - Group buildings to create a series of internally-oriented parking courts.
- 1.2 Conventional
 - Group buildings in clustered clusters, separated from the roadway by large landscaped setbacks (figure d).
 - Orient vehicles (sides) away from open space amenities, improve exterior features, and orientally buildings. Place entrances to conventional buildings on axes with entry drives, to maintain the view (figure h).
 - Locate buildings in small clusters with associated parking pads; discourage large centralized parking lots.

2.0 Open Space

- 2.1 Use buildings to frame and enclose meaningful common open space (figures i and j).
- 2.2 Create usable and defined common open space areas (figures i and j), not a conglomeration of left-over space.
- 2.3 Avoid small, thin, awkward, and undelimited common open space areas.
- 2.4 Conveniently locate common open space. Open space areas should be located contiguous to the units they serve.
- 2.5 Provide open spaces and children's play areas that are easily accessible and in close proximity to the units they serve.
- 2.6 The width of common open space areas shall not be less than one-third of their length, excluding trail corridors (figures i and j).



Principles

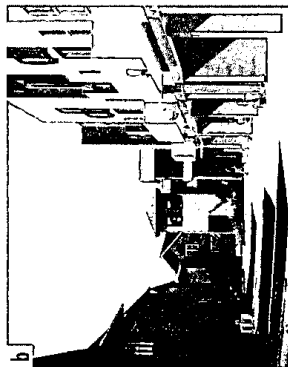
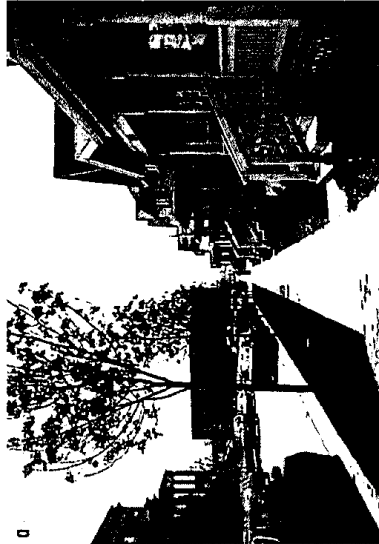
1 Discourage on-site parking lots and garages that dominate the streetscape.

2 Avoid locating parking drive aisles on the periphery of the site, isolating the project from the neighborhood, creating "face-track" parking lot configurations.

3 Discourage long, monotonous parking drive aisles and enormous parking lots.

4 Avoid external parking lots visible from public view.

5 Create dispersed internal-oriented parking courts framed by buildings.



3.1 Traditional

- Locate parking lots and garages internally, behind the building street wall (figure b).
- Create a series of framed internal parking courts, sheltered by buildings (figure d).
- Encourage recessed building pass-thrus designed to provide access from the street to internally-oriented parking courts.
- Create on-street parking opportunities for internal streets (figure e).
- Encourage neighborhood connectivity. Connect internal streets to adjacent parcels (figure e).

3.7 Conventional

- Locate parking lots in a series of dispersed parking pods accessed by individual drive aisles.
- Locate parking lots either internally, shielded from the roadway, or externally, sheltered by landscaping.
- Promote connectivity and reciprocal access between adjacent parcels. Connect on-site circulation aisles to adjacent projects.
- Do not encircle the conventional site with "face-track" parking lots.

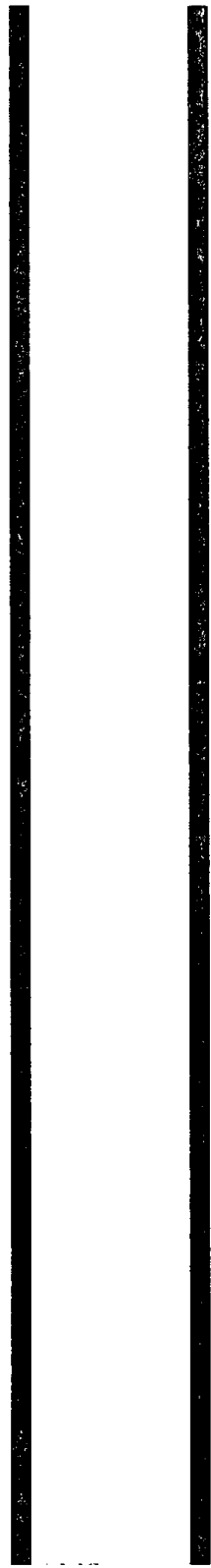
3.0 Parking Lot Configuration

4.0 On-Site Circulation and Drive Aisles

- 4.1 Avoid long, continuous drive aisle configurations. Instead, provide a series of short drive aisles that provide access to individual parking pods.
- 4.2 Break up continuous drive aisle configurations and associated parking stalls. There should be no more than ten uninterrupted parking stalls/spaces, whether in garages, ramps, or open parking lots (figure c).

5.0 Parking Courts

- 5.1 Design parking courts based upon the following recommendations:
 - Maximum Suggested Size: Two double loaded parking aisles (bays) adjacent to each other
 - Maximum Suggested Length: 14 Stalls
 - Separation: Parking courts should be separated from units either by dwelling units or by a landscape median not less than 10 feet wide
- 5.2 Create dispersed parking courts. Avoid perimeter "face-track" parking lot configurations that isolate the project from its surroundings.
- 5.3 Separate parking courts from each other by buildings or landscape buffers.



ARR

S.F. ATTACHED AND MULTI-FAMILY

Principles

1 Craft building and roof forms that harmonize with their setting and surroundings, complementing the architectural style(s) of the multi-family structure.

2 Create building masses that complement the development pattern.

3 Produce building forms with horizontal and vertical articulation.

4 Craft traditional formal building masses designed to frame and enclose the streetscape creating a discernible streetwall.

5 Craft conventional building masses composed of highly articulated building forms that create an informal streetscape image.

6.0 Context

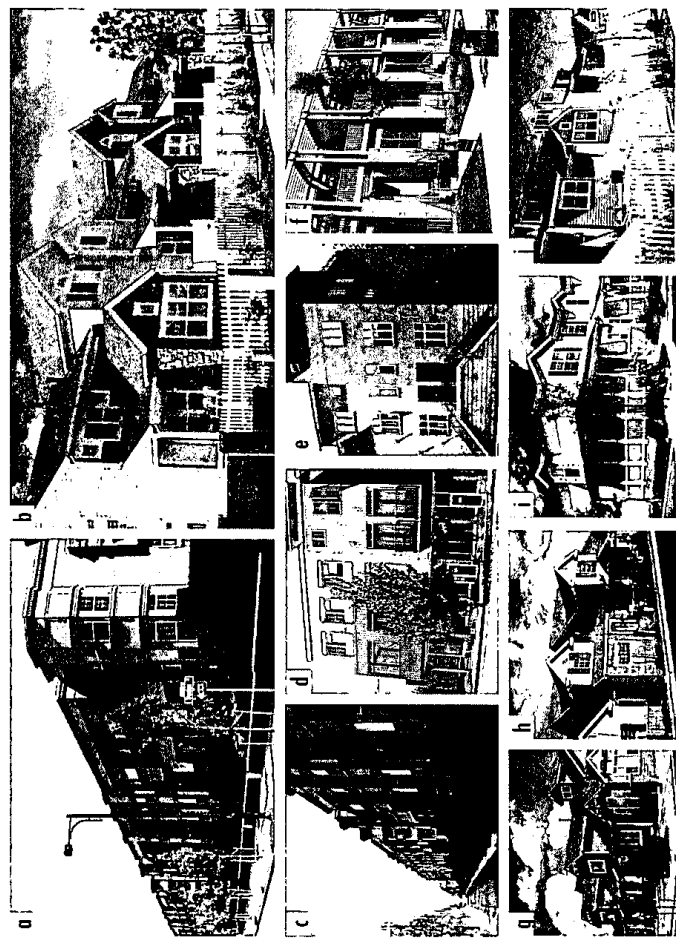
- 6.1 Create traditional building masses and roof forms for structures located within higher density and intensity urban-oriented environments. Design buildings such as townhouses, live/work units, and stacked flats that complement the urban environment (figure e).
- 6.2 Create conventional building masses and roof forms for structures located within lower density and intensity suburban-oriented environments. Design buildings such as condominiums, townhomes, and apartment structures that complement the suburban environment (figure b).

7.0 Traditional Building Masses

- 7.1 Create orderly, rhythmic, and proportional building masses which unify the building's form (figures a and c). Excessive, overly-articulated, or fragmented building masses are discouraged.
- 7.2 Design formal building masses which create street-walk designed to frame and define the streetscape. Use repetitive vertical elements such as window bays to articulate formal building masses (figures c, d, e, and f).
- 7.3 Celebrate the corner by increasing building mass through the use of towers and turrets designed to reflect a higher intensity of activity (figure g).
- 7.4 Rest the building on a discernible base or pedestal designed to anchor the building to the ground (figure a and d).
- 7.5 Distinguish bottom and top floor building masses. Use architectural elements such as roof eaves, cornice elements, material bands, and consistent window rhythms to distinguish the top and bottom of the building (figure e).
- 7.6 Express the structure of the building. Distinguish columns and structural bays to display how the building is being supported.

8.0 Conventional Building Masses

- 8.1 Create building masses which appear as a cluster of individual homes rather than one single building (figures g, h, i, and j).
- 8.2 Segment buildings into a series of smaller, controllable sizes, discouraging long barracks-like structures (figures g, h, i, and j).
- 8.3 Use a combination of one, two, and three-story building forms to convey a sense of human scale, missing towards the center. Two and three-story buildings should step down in height at the edge (figures g, h, i, and j).
- 8.4 Define the architectural edge at site boundaries. Buildings should provide a lower single-story profile which transitions to taller building volumes away from site boundaries.
- 8.5 Use single-story building elements such as covered porches as transitional elements to larger-styled upper-story building forms.
- 8.6 Create a variety of building forms. Use gables, bays, building projections, and changes in wall plane to break down large building masses into a collection of individual masses (figures g, h, i, and j).
- 8.7 Distinguish building divisions and facade articulation by emphasizing changes in embellishment, material, and color.
- 8.8 Differentiate the building base, individual floors, and the roof (figure g).
- 8.9 Create articulated building masses. Use the following techniques to enhance building variety and visual interest:
 - Stagger and jog unit plans
 - Reverse building plans to add articulation
 - Vary individual unit setbacks within the same building
 - Do not exceed a maximum of two eaves on units with identical wall and roof lines.



Principles

5

Craft contemporary roof forms to reinforce modern architectural styles.

4

Use secondary roof forms and elements to break up large expanses of roof plane.

3

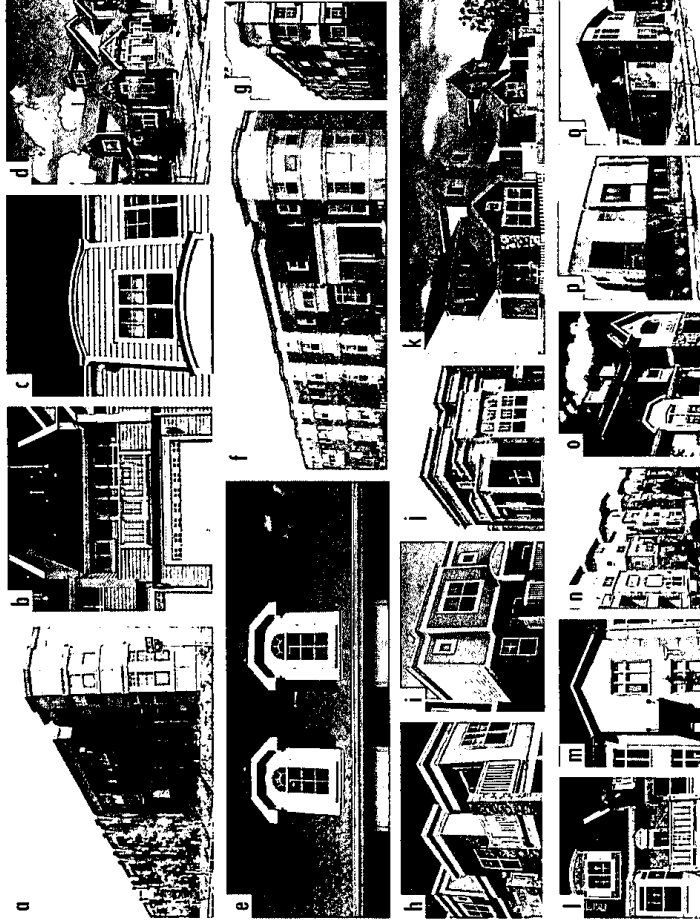
Avoid large, unbroken, or overly articulated roof forms.

2

Craft roof forms that correspond to formal and informal building shapes.

1

Create roof forms that reflect and harmonize with the architectural style of the building.



9.0 General

- 9.1 Create roof forms that complement the architectural style of the building.
- 9.2 Use cornice elements to cap flat roof forms (figure a).
- 9.3 Use fin walls to break up large, continuous roof forms (figure b).
- 9.4 Use consistent roof pitches and forms throughout the entire residential complex (figure d).
- 9.5 Create dormers that harmonize with the architectural style of the building, size and proportioned to complement the main body roof form (figure e).
- 9.6 Use dormers consistently; dormers should generally match the form and pitch of the primary, main body, roof form (figure e).

10.0 Flat Roof Forms

- 10.1 Create flat roof forms with cornice elements that complement formal architectural styles (figure f).
- 10.2 Use projecting cornice elements and trim to articulate the top of flat roofs (figures g and j).
- 10.3 Terminate the top of flat roofs with protruding parapet walls (figures h and i).
- 10.4 Encourage balanced, symmetrical, and proportional roof compositions.

11.0 Pitched Roof Forms

- 11.1 Create roof pitches and forms that complement conventional architectural styles (figure k).
- 11.2 Use repetitive dormers to create cohesive rhythms for conventional buildings (figure l).
- 11.3 Create roof pitches and forms which are representative of the design and scale of the units under them (figure m).
- 11.4 Use individual roof forms to distinguish vertical unit blocks (figure n).
- 11.5 Create both horizontal and vertical roof articulations. A variety of roof breaks (roofs that turn a corner or change elevation) should be provided for conventional buildings (figure o).

12.0 Contemporary Roof Forms

- 12.1 Create contemporary roof forms that complement modern architectural styles, including shed and vaulted roof forms to promote a contemporary architectural image (figures p and q).

Principles

1

Create recessed entries or covered porches as transitional elements between the public and private realms, designed to complement the architectural style of the building.

2

Create recessed entries and covered porches of ample size designed to accommodate outdoor socializing, entertaining, and leisure activities.

3

Provide substantial recessed entries to shelter residents from the elements.

4

Design human-scaled covered porches that transition to larger upper story building volumes.

5

Create decks and associated roof forms designed as integral elements of the building.

13.0 General

- 131. Provide a recessed entry or covered porch for each street-level dwelling unit (figures a, b, c, d, e, f, g, and h).
- 132. Create human-scaled recessed entries and covered porches for buildings that provide direct access to individual units (figures a, b, c, d, e, f, g, and h).
- 133. Connect building entries to the public sidewalk for all street-oriented dwelling units (figures a, b, c, d, e, f, g, and h).

14.0 Recessed Entries

- 14.1. Provide well-defined entries. Entries should be fully covered or recessed into the building wall (figures a, b, c, d, e, f, g, and h).
- 14.2. Entries should be visible and accessible from the street (figures a, b, c, d, e, f, g, and h).
- 14.3. Accommodate live/work units. Entries associated with live/work units may use a canopy, awning or projection to distinguish and cover the front entry (figure k).
- 14.4. Design recessed entries that provide individual unit access based upon the following requirements:
 - Area: 20 square feet (minimum)
 - Depth: Four feet
 - Height above grade: 48 inches (Preferred, subject to Federal, State and Local Accessibility Regulations)

15.0 Covered Porches

- 15.1. Create human-scaled covered porches (figures i and j).
- 15.2. Create single-story covered porches that function as transitional elements to larger scaled building masses (figures i and j).
- 15.3. Enclose the area located underneath an elevated front porch.
- 15.4. Design covered porches based upon the following minimum requirements:
 - Area: 48 square feet
 - Depth: Five feet or usable space outside of columns and railing
 - Height Above Grade: 48 inches (Preferred, subject to Federal, State and Local Accessibility Regulations)



Principles

4

Create decorative and ornamental balustrades, staircases, and stoops that integrate with building architecture.

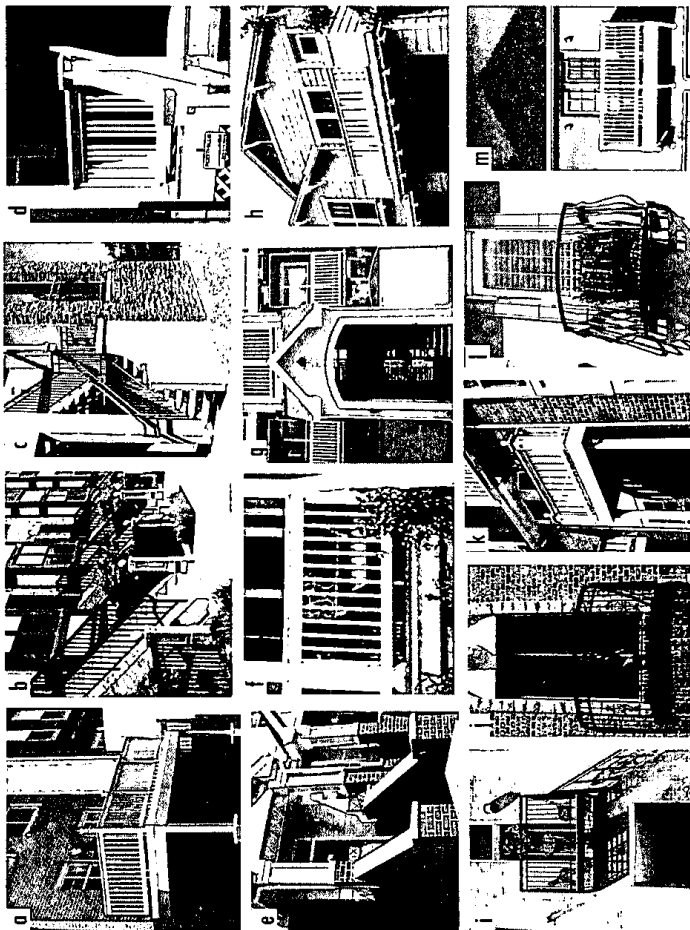
3

Design patios as enclosed semi-private space for outdoor socializing, entertaining, dining, and leisure.

2

Support balconies with simple structural components that visually appear capable of supporting the weight of these projections.

Design balconies, patios, balustrades, staircases, and stoops that reflect the architectural style of the building.



16.0 Balconies and Decks

- 16.1 Orient balconies towards the street or open space (figures h, i, j, m and n).
- 16.2 Design balconies that are proportioned and in scale with the architecture of the building (figures b, j, k, m and n).
- 16.3 Use building elements such as low walls to increase privacy between individual units.
- 16.4 Discourage the use of continuous common exterior balconies. Exterior balconies shall not serve more than four individual units.
- 16.5 Design balconies based upon the following requirements:
 - Design balconies to accommodate outward door swings
 - Minimum balcony depth shall be three feet
- 16.6 Integrate elevated decks into the fabric of the building (figures s and t). Decks should not appear as "tacked on" after thoughts.
- 16.7 Create covered decks using roofs of similar detailing and complementary pitches, designed to harmonize with the main building.

17.0 Private Patios

- 17.1 Define private patios with low garden walls, designed to enclose semi-private outdoor space, while complementing the architectural style of the building.
- 17.2 Design patios based upon the following minimum requirements:
 - Area: 40 Square feet

18.0 Balustrades

- 18.1 Create decorative balustrades composed of milled wooden shapes, turned wood spindles, wrought iron, metal pipe, or other ornamentation which reflects the architectural style of the building. Generic two-inch by two-inch wood slats without design interest are discouraged.
- 18.2 Segment balustrades with intermediate posts into a series of individual sections (figure i).
- 18.3 Minimum post size shall be four-inches square (figure i).

19.0 Staircases, Stoops and Decks

- 19.1 Paint or stain all deck elements such as balustrades, railings, columns, posts, and staircases, to match the main building. Deck elements shall not be left to weather naturally (figures j, k, l, and m).
- 19.2 Integrate exterior stairs into the fabric of the building (figures b, d and e). Staircases and stoops should not appear as appendages or afterthoughts.
- 19.3 Design exterior staircases, including posts, handrails, and treads of similar materials as the main building (figures l, m, n, and o).

20.0 Materials

- 20.1 All materials shall be approved by the DEC, (including fencing, decks, balconies, and stoops).

Design buildings to be four-sided, providing architectural embellishments and articulations on all building elevations.

Design buildings to avoid long expanses of blank walls and windowless elevations. Use building elements such as structural bays, projections, and recesses to section the building mass and partition long expanses of blank wall.

Promote wall articulation through the use of semi-private transitional space characterized by covered porches, recessed entries, and raised stoops.

Use repetitive building projections to add visual relief to traditional street walls.

Support cantilevered building projections with structural reinforcements.

21.0 Wall Articulation

Traditional

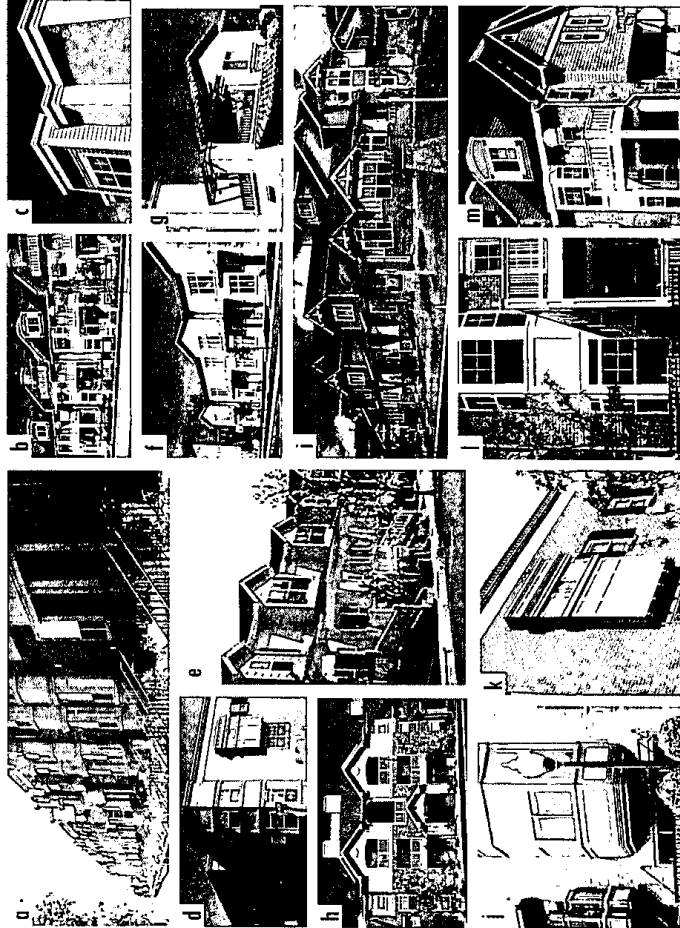
- 21.1 Use traditional street walls to frame and enclose the streetscape. Provide groupings of traditional building units, such as long row houses repetitive along the street, designed to create a consistent and rhythmic streetscape pattern (figure a and b).
- 21.2 Break individual units with subtle facade articulations. Use repetitive elements such as recessed entries, covered porches, and window bays to distinguish groups of individual units (figure c and d).
- 21.3 Break individual units with roof elements. For flat roof buildings, extend parapet walls above the cornice line to promote individual unit identity (figure e).
- 21.4 Break individual units using pitched roof forms and changes in wall plane (figure f).
- 21.5 Traditional site elevations facing a street, open space, parks, and trail corridors shall require the same articulation requirements as the front facade (figure g).

Conventional

- 21.6 Break up walls to give the building the appearance of a collection of individual units (figure e and f).
- 21.7 Avoid long unbroken walls and box-like forms.
- 21.8 Use one-story building forms, such as a covered porch, as a transitional element to second-story building masses (figure e).
- 21.9 Use subordinate elements, such as single-story sheds, walls, structures, and chimney stacks, to break up building façades (figure f).
- 21.10 Create building recesses, such as covered porches, balconies, and stair wells, to add visual relief and variety (figure f).
- 21.11 Use wall articulation techniques based upon the following guidelines for building plane effects:
 - Width: four feet (minimum)
 - Depth: two feet (minimum)

22.0 Building Projections

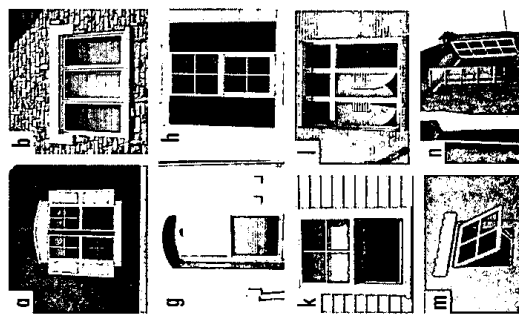
- 22.1 Create building projections, such as cantilevered window bays, which do not appear to float (figure i and k).
- 22.2 Support cantilevered building projections with brackets or cables designed to secure the projection to the wall (figure k).
- 22.3 Extend full-length multi-story building projections to the ground plane (figure l and m).
- 22.4 Provide building projections based upon the following guidelines:
 - Building Projection
 - Depth: 18 inches (minimum)
 - A minimum of two wall articulations shall be provided per unit
 - Groupings of six or more units (or groupings over 120 feet in length) should incorporate two different traditional cantilevers.



Principles

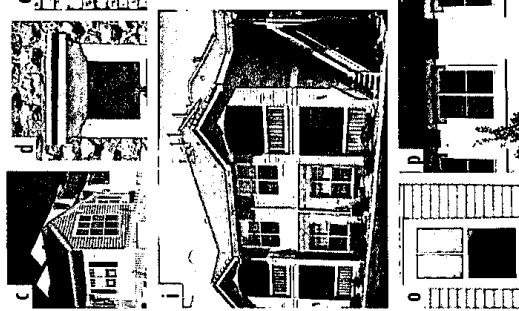
1

Provide windows and doors that reflect the architectural style of the building.



2

Orchestrate the placement of windows on building elevations to create proportionate and balanced window compositions.



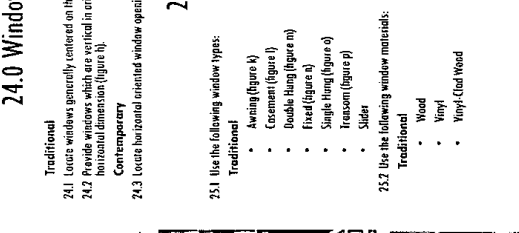
3

For traditional architectural styles, dimension windows to express vertical proportions.



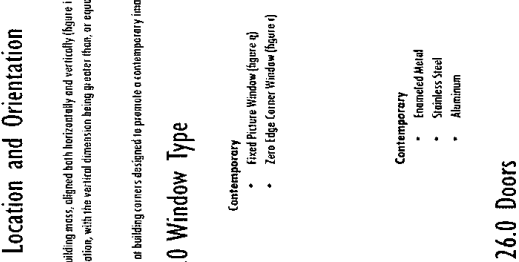
4

For contemporary architectural styles, windows may be horizontal in orientation.



5

Use windows and doors that are composed of smaller human-scaled elements and ornamentations.



24.0 Window Location and Orientation

Traditional

- 24.1 Locate windows generally centered on the building mass, aligned both horizontally and vertically (figure i, j).
- 24.2 Provide windows which are vertical in orientation, with the vertical dimension being greater than, or equal to, the horizontal dimension (figure k).

Contemporary

- 24.3 Locate horizontal oriented window openings at building corners designed to promote a contemporary image (figure r).

25.0 Window Type

25.1 Use the following window types:

Traditional

- Awning (figure k)
- Casement (figure l)
- Double Hung (figure m)
- Fixed (figure a)
- Single Hung (figure o)
- Transom (figure p)
- Slider

25.2 Use the following window materials:

Traditional

- Wood
- Vinyl
- Vinyl-Clad Wood

Contemporary

- Fixed Picture Window (figure q)
- Zero Edge Corner Window (figure r)

Contemporary

- Enamelled Metal
- Stainless Steel
- Aluminum

26.0 Doors

26.1 Provide doors which reflect the architectural style of the building.

26.2 Use hinged exterior doors for all doors visible from public view.

26.3 Provide front doors that are decorative. Use ornamentations such as recessed or grooved panels, windows, arched-tops, hardware, or other ornate elements.

26.4 Incorporate windows into the front door, or add sidelight windows adjacent to the front door to increase visibility.

26.5 Use sliding glass doors for patio access.

26.6 Encourage French Doors for decks, visible from public view.

23.0 Window Characteristics

Traditional

- 23.1 Provide windows that reflect the architectural style of the building on all building elevations (figure e).
- 23.2 Divide large horizontal window openings by mullions into a group or series of vertically-oriented windows (figure b).
- 23.3 Use mullions (real or simulated) to divide windows into individual vertical or square-oriented window panes (figure f).
- 23.4 Use headers or lintels above window openings designed to visually support the weight of the building (figure g).

Contemporary

- 23.5 Use projecting bottom sills to define the base of the window (figure d).
- 23.6 Form window openings with decorative molding a minimum of four inches wide (figure f).
- 23.7 Express building mass by recessing window openings in masonry or stone with a minimum of three inches (figure c).
- 23.8 Provide visually functional window shutters capable of fully covering window openings (figure h).

23.9 Create horizontal window openings divided by horizontal-oriented window mullions (figure g).

23.10 Create large window openings that reflect a contemporary image (figure r).

Principles

1

Design accessory structures, garages, and carports to complement and harmonize with multi-family buildings.

2

Integrate garage openings into the fabric of the building.

3

Create human-scaled garage openings, divided into individual parking bays.

4

Design carport structures with compatible roof forms and materials that reflect the architectural style of the multi-family building.

5

Screen utilities from public view.

27.0 Accessory Structures

- 27.1 Create architecturally compatible accessory structures. Accessory structures such as tool sheds, offices, recreation buildings, and laundry structures, shall be designed to harmonize with the form, material, color, and details of multi-family dwelling (figures a, b, c, d, and e).
- 27.2 Provide trash bins within a decorative masonry enclosure equipped with solid metal gates.
- 27.3 Provide convenient trash enclosure locations that do not block vehicular circulation paths. Locate trash enclosures to facilitate accessibility for trash collection and maintenance.
- 27.4 Locate common mailboxes in close proximity to project entries or within building lobbies (figure e).
- 27.5 Design shed and other mailbox structures to complement building architecture in terms of form, materials, and color (figure e).

28.0 Garages

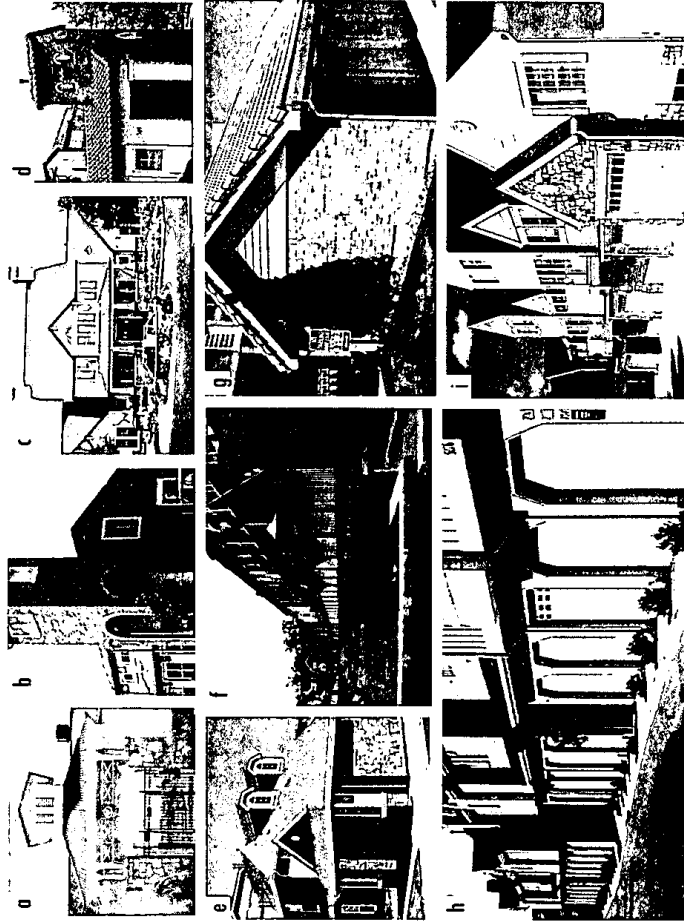
- 28.1 Use similar forms, materials, colors, and details on detached garage structures, designed to harmonize with multi-family architecture (figure g).
- 28.2 Segment detached garages into a series of individual parking bays (figure g).
- 28.3 Design enclosed garages as an integral part of the architecture of the multi-family building (figure h).

29.0 Carports

- 29.1 Discourage carports with roofs that are not complementary to the project architecture. Carports shall be composed of similar, gabled or gabled roof forms, designed to complement multi-family architecture. Usable deck space above car ports is encouraged (figure i).
- 29.2 Pre-fabricated carports are discouraged.
- 29.3 Discourage walled compounds. Carports shall not be incorporated into exterior perimeter project walls subject to roadway.
- 29.4 Screen garages and carports. Provide a six-foot wide landscaped buffer at ends of garage and carport clusters.

30.0 Utilities

- 30.1 Screen all electrical transformers, gas meters, and other utility cabinets with dense landscaping or decorative masonry walls designed to harmonize with building architecture and materials.
- 30.2 Place dry utilities in alleys, when possible.



S . F . A T T A C H E D A N D M U L T I - F A M I L Y

Promote landscape images that reflect the lush environment while complementing formal and informal development patterns

Create landscapes that complement conventional and traditional architectural patterns

Promote informal landscape images that harmonize with and complement the natural environment

Promote formal landscape images that champion the built environment, defining common open space

Use landscaping to complement and frame building architecture

1.0 Conventional Landscape Patterns

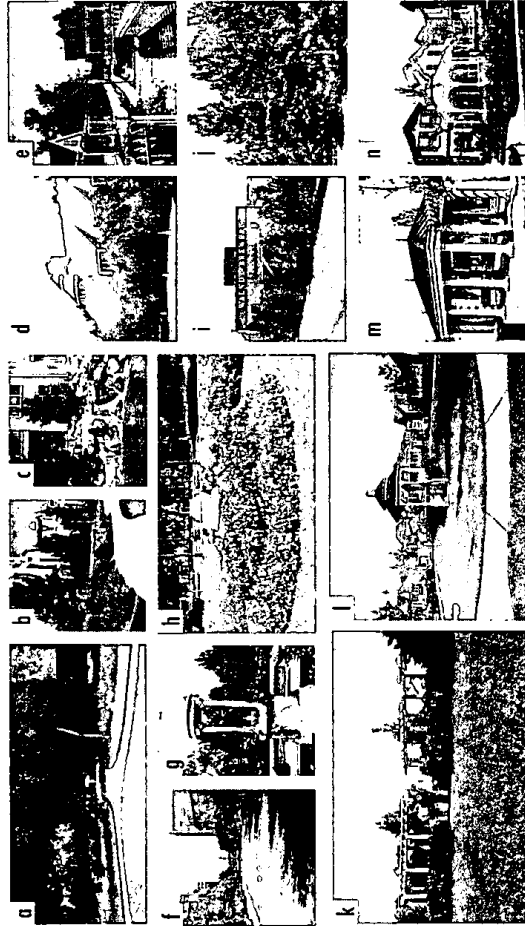
- Use the following informal planting characteristics to promote a conventional landscape image (figures 6, 9, and 1):
 - Informal landscape patterns, rather than formal
 - Landscape images that emphasize the natural environment, rather than the built environment
 - Landscape configurations, which blend and harmonize with natural site conditions and open space features, rather than distinct edges, which define property lines
 - Informal groupings of street trees designed to soften and enhance the residential street scene, rather than formal or more dense rows of street trees
 - Landscape patterns, that create a cohesive "flowing" relationship between adjacent parcels, rather than landscape images, which delineate and define property lines

2.0 Traditional Landscape Patterns

- Use the following formal planting characteristics to promote a traditional landscape image (figures 6, 9, and 1):
 - Formal landscape patterns, rather than informal
 - The landscape as garden architecture, rather than free form, or grant landscape expressions
 - The use of garden architecture such as cabars, trellis elements, low garden walls, and wrought iron fences, rather than unadorned landscapes
 - Landscape designs that create outdoor rooms that frame and enclose open-air living space, rather than informal, free-form landscape configurations
 - Strong axial relationships, between architectural features and garden orientation, rather than unrelaxed free-flowing landscape patterns
 - Landscape images that complement, frame, and reinforce building architecture and geometry, rather than organic landscape statements
 - Disciplined landscape patterns, that reinforce, frame, and enclose the streetscape, rather than informal and unadorned landscape configurations
 - Formal fences and walls such as wood pickets, brick masonry, and wrought iron grill-work, rather than stone rubblework walls or spiral railing
 - Formal pavement treatments such as brick and grided concrete flatwork, rather than organic pavement systems
 - Formal soldier rows of street trees, rather than informal clusters

3.0 Common area Landscaping

- Create landscapes, which are an integral part of the overall site design. Landscape designs should satisfy the following conditions:
 - Enhance and soften building foundations and facades.
 - Frame and enclose common open spaces such as courtyards, plazas, and greens (figure 8)
 - Butler adjacent road axes (figure 1)
 - Screen entrances (figure 7)



- 3.2 Create landscapes that evoke the overall design theme of the project. Use landscape structures such as cabars, trellis elements, and other garden ornamentation, that reflect the architectural style of the project (figures 9, 1, m and d).
- 3.3 Incorporate a three-layered planting palette. Use plants in multiple layers that include trees, shrubs, and ground covers (url).
- 3.4 Landscape all common areas excluding traditional outlets, parking stalls, and buildings.
- 3.5 Provide common area landscaping based upon the following requirements:
 - Provide one tree for every 600 square feet of common landscape area

- 3.6 Provide textured walkway paving. Walkway paving shall be composed of one of the following textured surfaces:
 - Room finish concrete
 - Concrete or brick unit pavers
 - Exposed aggregate concrete
 - Sundblasted concrete
 - Stamped concrete
 - Jointed concrete

1

Use interior landscaping such as medians and islands to segment parking lots, diminishing large expanses of pavement.

2

Use tree rows to divide parking lots into a series of "outdoor rooms".

3

Provide perimeter landscaping designed to frame, enclose, and define parking lots.

4

Provide ample landscape medians and islands to reduce the impact of large expanses of pavement.

5

Landscape parking lots with trees, shrubs, and groundcovers to reduce their visual impact.



1.0 General

- 1.1 Locate trees throughout parking lots in landscaped medians, not simply at the ends of parking aisles (figure a).
- 1.2 Segment large parking lots into a series of courtyards or "outdoor rooms", segmented by rows of trees (figure b).
- 1.3 Landscape all common areas including circulation aisles, parking stalls, and building pads (figure c).
- 1.4 Protect landscaping from vehicular and pedestrian encroachment through the use of raised curbs, tree grates, and tree guards (figure d).
- 1.5 Screen parking lots from adjacent roadways through the use of rolling earth berms and dense landscaping (figures e and f).
- 1.6 Incorporate textured paving at all project entrances and pedestrian crossings.

2.0 Parking Lot Perimeter Landscaping

- 2.1 Landscape perimeter parking lots (figure h), based upon the following requirements:
 - Perimeter Landscaping Widths (measured from the property line): Ten feet
 - Perimeter Tree and Shrub Ratio: One tree and eight shrubs per 40 linear feet of parking lot perimeter.

3.0 Interior Parking Lot Medians

- 3.1 Landscape interior parking lots (figure g), based upon the following requirements:
 - Median Tree and Shrub Ratio: One tree and ten shrubs per 40 linear feet of median
 - Median Width: eight feet (minimum)

4.0 Interior Parking Lot Islands

- 4.1 Landscape interior parking lot islands (figure i), based upon the following requirements:
 - Island Frequency: One landscaped island per ten parking stalls
 - Island Tree and Shrub Ratio: One tree and five shrubs per each landscaped island
 - Island Width: Six feet (minimum) tree frequency: One tree per island
 - Tree Type: Canopy-style deciduous
 - Shrubs and Ground Covers: Eight shrubs accompanied by groundcovers

Herri man Towne Center

Signage Guidelines 2009

I N T R O D U C T I O N

Purpose of Signage Guidelines

These sign guidelines are intended to create a strong image and reduce visual clutter, while allowing for signs that inform residents and visitors of the various amenities, services, and products within the Herriman Towne Center. Unity of freestanding signs is achieved by the repetition of design elements, in some cases lettering style, illumination source, and a cohesive palette of sign face colors. Building mounted wall signs are also strictly regulated in terms of size and appearance.

Applicability

This Sign Guidelines Section applies to all signs within the Herriman Towne Center. All significant projects are encouraged to develop a Planned Sign Program. Planned Sign Programs, in concert with The Herriman Towne Center Sign Guidelines, shall both be enforced by the Design Review Committee (DRC).

Conflicts with Other Regulations

All development within the Herriman Towne Center is subject to the Guidelines contained in this document.

In addition to these Guidelines, developers and builders are expected to meet all the criteria established by other governing documents (Development Agreements, etc.) as well as the City of Herriman Codes and Regulations. All development within Herriman Towne Center shall comply with Federal, State and local codes and regulations. The Herriman Towne Center Guidelines may be more restrictive than existing regulations, however it does not supersede or modify any existing codes, ordinances, or regulations. In the event of a conflict or discrepancy, or for issues not addressed herein, the appropriate regulations and codes shall take precedence and the most restrictive standards shall apply.

Table of Contents

Regulations Applicable to All Signs	PG. 3
Prohibited Signs	PG. 3
Construction, Installation, and Maintenance	PG. 3
Sign Area Measurement	PG. 4
Total Allowable Sign Area	PG. 4
Freestanding Signs	PG. 4
Style	PG. 4
Freestanding Identity Monuments and Signs	PG. 5
Community Directional Signs-General	PG. 5
Building Monument Identity Signs-General	PG. 6
Building Mounted Primary Id. Sign	PG. 6
Single-Story Buildings	PG. 6
Secondary Signs on Mixed Use Buildings	PG. 7
Fuel/Convenience Canopy Signs	PG. 7
Awnings	PG. 7
Projecting Signs	PG. 7
Banners	PG. 7
Window Signs	PG. 7
Temporary Signs	PG. 8
Building Entry Information Signs	PG. 8
Building Entry Wall Mounted Signs	PG. 8
Flags and Pennants	PG. 8
Menu Boards	PG. 8

Prepared for:

The Sorenson Group
4393 Riverboat Road (800 W), #450
Salt Lake City, UT 84123

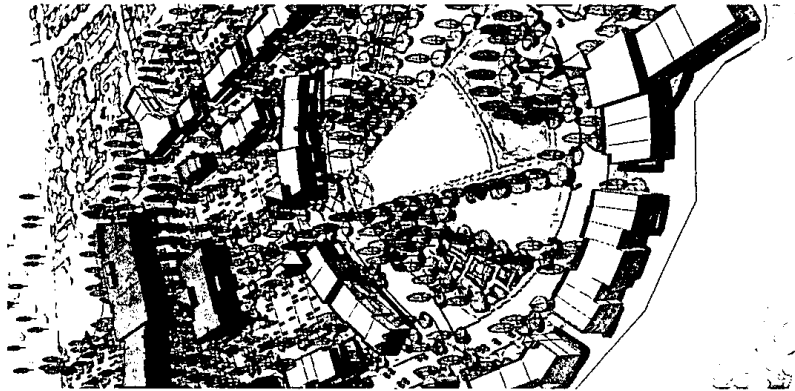
Prepared by:

DTJ Design, Inc.
1881 Ninth Street, Suite 103
Boulder, CO 80302

May 2009

No part of this document may be reproduced, stored in or introduced into a retrieval system, or transmitted, in any form, or by any means (electronic, mechanical, photocopying, recording, or otherwise) without the prior written permission of the owner (The Sorenson Group) and designer (DTJ Design, Inc.).

REGULATIONS / REQUIREMENTS



1.0 Regulations Applicable to All Signs

1.1 Site Distance Triangle

- 1.1.1 Only pole or ground mounted signs are permitted within sight triangles. All signs located within the sight distance triangle shall either be of pole construction or ground mounted.
- 1.1.2 Limit pole diameter to twelve (12) inches, maximum.
- 1.1.3 Locate pole signs a minimum of seven (7) feet above finished grade (as measured to the bottom of the sign).
- 1.1.4 Limit ground mounted signs to a maximum height of 24 inches above finished grade.

1.2 Off-Premise Signs

- 1.2.1 Prohibit off-premise signs, except for Project Identity Signs. These are the exclusive responsibility of the Master Developer.

2.0 Prohibited Signs

- 2.1 Prohibit the following signs, except as specifically approved by the DR:2.1.1 Animated, Changeable Copy, Exposed Light Bulb, Flashing Signs or, Exposed LED Signs
- 2.1.2 Roof Signs
- 2.1.3 Porrablis Signs, including signed vehicles
- 2.1.4 Hand-lettered Signs
- 2.1.5 Paper or Cardboard Signs (attached to or temporarily placed within windows of buildings and/or affixed to the exterior or interior of doors, handbills, and hand-held signs)
- 2.1.6 Signs in the Public Right-of-Way (R.O.W.)
- 2.1.7 Internally illuminated awnings
- 2.1.8 Ho-"Sale" or "Special Announcement" signs without specific DR: approval
- 2.1.9 Inflatable features without specific DR: approval
- 2.1.10 Cabinet Signs (Internally illuminated plastic face) with the exception of convenience stores as described in this Section
- 2.1.11 Signs on benches, trash receptacles, vending machines or other site furniture
- 2.1.12 Neon or flexible LED signs

- 2.1.13 Signs held by people, animals, or people in costume
- 2.1.14 Plastic Signs (or med plastic or injection molded)
- 2.1.15 Other Signs as Identified in the Master or Community Association Covenants
- 2.1.16 Signs on Umbrellas
- 2.1.17 Search Lights

3.0 Construction, Installation, and Maintenance Requirements

- 3.1 Prohibit exposed conduits, raceways, ballast boxes, or transformers.
- 3.2 Prohibit labels on exposed surfaces, except those required by ordinances. Where necessary, labels shall be placed in inconspicuous locations.
- 3.3 Insure that all metal surfaces are uniform and free from dents, warps, and other defects. Painted surfaces shall be free of particles, chips, and rums. Use only durable paints specifically intended for outdoor use.
- 3.4 Flush mount exposed screws, rivets, or other fastening devices and finish so as to be unnoticeable.
- 3.5 Limit individual letter depth. Depth of individual dimensional letters shall not exceed one-quarter of the letter height to a maximum of 6 inches deep. No letter is required to be less than four inches deep if internally illuminated. Text that has capital and lower-case letters shall use the capital letter height to determine the maximum depth of all letters.
- 3.6 All sign applicants shall provide assurance that the sign will be adequately maintained. All signs will be kept neatly finished and repaired, including all fasteners and supports. A Herndon Towne Center or Herndon City representative may inspect and have authority to order painting, repair, alterations or removal of a sign that constitutes a hazard to safety, health, or public welfare by reason of inadequate maintenance, dilapidation, or obsolescence.
- 3.7 Any sign which is associated with a business that is no longer being conducted, shall have the sign face altered so that the message is no longer visible to the public within 30 days of the cessation of such business.
- 3.8 The substrate for a sign which has been removed shall be repaired to eliminate any evidence that the sign (patches, paint, etc.) was previously in this location.

SIGN AREA / FREESTANDING / SETBACKS

4.0 Sign Area Measurement

- 4.1 Provide proper sign area measurement.
- 4.2 Measure individual letter and logo signs that are mounted on a landscape wall by the outline of the letters and logo, as if it were a building-mounted wall sign.
- 4.3 The sign area (face) shall be measured by including within a single continuous rectangular perimeter of not more than eight straight lines which enclose the extreme limits of writing, representation, lines, emblems, or figures contained within all modules together with any air space, materials, or colors forming an integral part of background of the display or materials used to differentiate such sign from the structure against which the sign is placed. Architectural features, structural supports, and landscape elements shall not be included within the sign area.

5.0 Total Allowable Sign Area

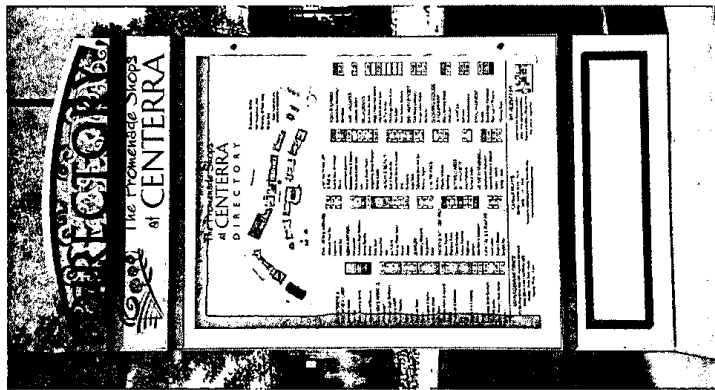
- 5.1 Design sign area, based upon the following standards:
 - 5.1.1 One (1) sign per building face, a maximum of two (2) signs per building frontage.
 - 5.1.2 Total allowable sign area shall be equal to 2.0 square feet per linear foot of building frontage for the first 200 linear feet. An additional 1.0 square foot of sign area may be provided for each additional linear foot of building frontage.
 - 5.1.3 Up to two sides of a building may be counted as frontage, but may not be used in aggregate for one sign.
 - 5.1.4 In multi-tenant retail projects, each business is entitled to one wall sign per building entrance. (See Section 11 for additional information.)
 - 5.1.5 All signs, including Project Directional, Freestanding Menu Boards, Freestanding Identity Signs, and Building Mounted Signs shall be counted as part of the total allowable sign area.
 - 5.1.6 A Project Identity Sign shall count as one of the two maximum Freestanding Identity Signs for the premise on which it is located, but shall not count towards the total allowable sign area for that premise.

6.0 Freestanding Signs - General Regulations (Not allowed in Mixed Use Towne Core)

- 6.1 Style
 - 6.1.1 Provide a solid base for all freestanding signs. Signs shall be designed to be in character with Herriman Towne Center. Pole signs shall not be permitted.
 - 6.2 Number of Signs
 - 6.2.1 One (1) Freestanding Identity Monument or Sign per street frontage, maximum of two (2) signs per premise.
 - 6.2.2 Project Identity Monument or Signs count as one (1) Freestanding Identity Sign for the premise on which it is located, but do not count towards the total allowable sign area for that premise.
 - 6.3 Height
 - 6.3.1 Eight (8) feet in height and one (1) foot of height for each foot of setback beyond the ROW or PUE up to a maximum height of twenty-five (25) feet.
 - 6.3.2 The height of a sign is the vertical distance measured from either the elevation of the nearest public or private sidewalk within twenty-five feet of the sign, to the upper most point of the sign structure, including architectural appendages, or from the lowest grade within twenty-five feet of the sign to the upper most point of the sign structure, including architectural appendages, whichever is lower.
 - 6.3.3 Maximum height for all Convenience Store associated Freestanding Signs shall be eight feet.
 - 6.4 Setbacks
 - 6.4.1 Freestanding Identity Signs shall not be placed within the public Right of Way (ROW) or Public Utility Easement (PUE), which is typically 10'-20'. Owner is responsible for verifying PUE dimension with DDC in their particular location.
 - 6.5 Maximum Sign Area
 - 6.5.1 Freestanding Identity Signs shall contain a Maximum sign area of up to 120 square feet per face, to a maximum of 240 square feet for all sign faces. Note that this maximum sign area is dependent of the acceptance by the DDC.
 - 6.6 Number of Items of Information
 - 6.6.1 Signs shall not contain more than four items of information, not including an address.
 - 6.6.2 Directional arrows shall not be included on Identity Signs.
 - 6.7 Changeable Copy and Electronic Messages
 - 6.7.1 Signs with changeable copy or electronic messages shall not be permitted, except for those displaying time and temperature, or price associated with fuel.
 - 6.8 Separation Between Signs
 - 6.8.1 Provide a minimum separation of 75 feet between any two freestanding identity signs.



MONUMENT / DIRECTIONAL



- 7.4 Commercial/Retail Signs**
- 7.4.1 Freestanding signs (Commercial/Retail Tenant Signs) for the identification of multiple tenants may be considered for approval by the DRC in addition to a landmark project identity monument for retail/commercial projects.
 - 7.4.2 All Commercial/Retail Tenant Signs shall be designed to be a variation of the other freestanding signs used at Herriman Towne Center, subject to DRC approval.
 - 7.4.3 Single tenant freestanding Commercial/Retail Tenant Signs are discouraged. Where necessary, provide a smaller version of a sign that is sympathetic to the intent of other signs in the project, subject to DRC approval.
- 7.5 Mixed-Use District Center Signs**
- 7.5.1 Mixed-Use District Center Signs are designed to identify the special district centers.
 - 7.5.2 Mixed-Use District Center Signs may vary in size and design per the size of the property and DRC discretion.
 - 7.5.3 Letters on Mixed-Use District Center Signs shall be uniformly colored with the option of color variation in the back lighting that will be visible only at night.
- *This sign has not been designed at the time of publication of this booklet.
 (Note: On larger projects, the applicant may be required to provide the following signs. In many cases, these will be provided by the Master Developer and maintained by the Master Association).
- 8.0 Herriman Towne Center Community Directional Signs - General**
- 8.1 Project Directional Signs**
- 8.1.1 Project Pedestrian Directional Signs are intended to inform pedestrians about destinations within a project, designed to complement the overall signage theme of that project.
 - 8.1.2 Project Pedestrian Directional Signs shall be reviewed by the DRC on a case-by-case basis and shall be included in the total allowable sign area.
 - 8.2 Project Vehicular Directional Signs
 - 8.2.3 Project Vehicular Directional Sign shall not exceed eight square feet in size and are included in the total allowable sign area.
 - 8.2.4 Other signs that provide direction to destinations within a project are also allowed, and will be reviewed and approved by the DRC on a case-by-case basis.
 - 8.2.5 Vehicular Project Directional Signs shall harmonize with the overall signage design theme created for that project.

- 7.0 Freestanding Identity Monuments and Signs**
- 7.1 Illumination**
- 7.1.1 Freestanding Identity Monuments and Signs shall be internally illuminated with only the text lighted, or directly externally illuminated by a fully shielded source.
 - 7.1.2 Cabinet signs shall not be permitted.
 - 7.1.3 All light sources shall be shielded to prevent glare and uplighting into the sky.
- 7.2 Landscaping**
- 7.2.1 Freestanding Identity Monuments and Signs shall be located entirely within a landscaped area.
 - 7.2.2 Freestanding Identity Monuments and Signs shall have an appropriate amount of landscape associated with the sign based on it's location. Mixed-Use District Signs may have less landscaping if placed in a more urban setting.
 - 7.2.3 Only one (1) face of the sign shall be counted, unless the plane of the sign face is perpendicular to the street, then two (2) faces shall be counted.
 - 7.2.4 The portion of the sign located on the ground plane (foot print) shall not be counted as landscape area.
 - 7.2.5 The landscape area shall be designed to have 75 percent of the area covered by live plant material within three years of installation.
 - 7.2.6 Landscaping shall be installed within six months of installation of the sign.
- 7.3 Freestanding Private Development Identity Monuments and Signs for Non-Residential Projects. All freestanding private development identity signs shall comply with the following guidelines, unless specifically approved by the DRC.**
- 7.3.1 For cohesive projects of greater than ten (10) acres in land area, one (1) freestanding Landmark Project Identity Monument that identifies the name of the overall project, without specific tenants, may be placed at the primary vehicular entrance to the site or other location approved by the DRC.
 - 7.3.2 Additional freestanding landmark project identity monuments may be placed at additional entries if approved by the DRC.

IDENTITY / SINGLE-STORY BUILDINGS

9.0 Building-Mounted Identity Signs - General

9.1 Size

- 9.1.1 Maximum sign area for all combined building-mounted signs shall be 15 percent of the wall surface on which they are mounted.
- 9.1.2 Maximum size of an individual sign shall not exceed 150 square feet per signable wall for each business, except as prohibited by size restrictions noted below, or as approved as part of a specific Project Master Sign Program.

9.2 Materials - Option 1 - Individual Channel Letters, Internally Illuminated

- 9.2.1 Unless otherwise approved by the DRC, individual channel letters and logo marks shall be formed of welded aluminum including returns (.036 minimum on sides and .080 minimum on backs) with no exposed mounting hardware.
- 9.2.2 Letter and logo faces shall be a minimum one-eighth inch thick acrylic (non-yellowing material).
- 9.2.3 Color on Building Mounted Identity Signs shall be uniform, unless specifically reviewed and approved by the DRC.
- 9.2.4 Letters shall be internally illuminated.
- 9.2.5 The symbol for registered trademarks may not be included on signs.

9.3 Materials - Option 2 - Including Flat (L) Letters

- 9.3.1 Individual metal letters and logo marks shall be dark, light, or paint-colored with concealed halo illumination.

9.4 Materials - Option 3 - Push-Through Cabinets

- 9.4.1 Individual letters shall be a uniform color, cutout from an opaque fascia panel and backlit.
- 9.4.2 Materials - Option 4 - Flat-Cut Die (F.C.D.), Externally Illuminated

- 9.5.1 Flat-Cut Die (F.C.D.) letters and/or logomark, F.C.D. letters shall have a minimum depth of 1" and pegged off the surface of the building a minimum of 3/4". Directly illuminate with decorative fixtures, fully shielded from glare.

10.0 Building-Mounted Primary Identification Sign - Office Building or Other Single-Use, Multi-Story Building

- 10.1 Only one (1) Primary Identification Sign that names the building or major tenant shall be permitted, located between the highest floor and top of the building parapet or in a location appropriate to the building architecture and as approved by the DRC.
- 10.2 Signs shall be limited to a single line of copy with the name of the building or major tenant and/or logo mark.

- 10.3 Products or service descriptions shall not be permitted.
- 10.4 The height of the area on which the sign appears shall not be less than twice the height of the sign.
- 10.5 Primary Identification Sign area shall not exceed five percent of the building elevation on which it is located.
- 10.6 A minimum distance of three feet shall be maintained between the end of the sign and building corner.
- 10.7 Determine maximum letter/symbol height and maximum sign area, based upon the formula:

One-Story Building: Maximum Symbol Height: 2'-0"; Maximum Letter Height: 1'-6"

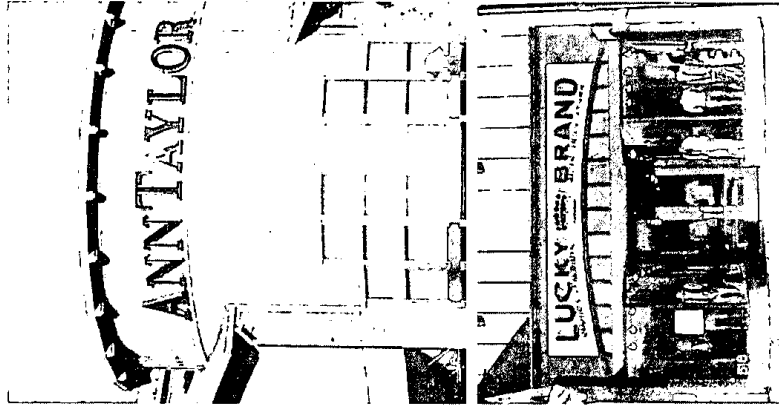
Two-Story Building: Maximum Symbol Height: 2'-6"; Maximum Letter Height: 2'-0"

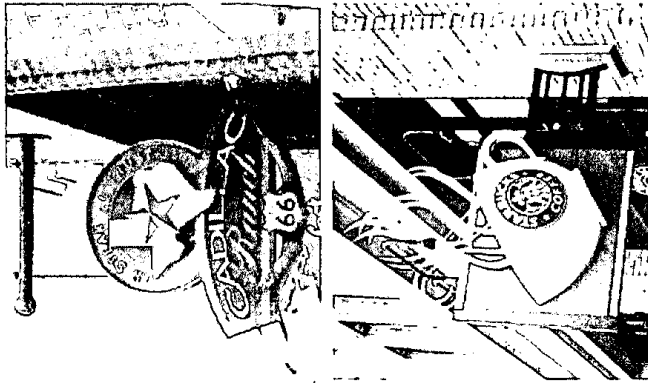
Three-Story Building: Maximum Symbol Height: 3'-0"; Maximum Letter Height: 2'-6"

Four-Story Building: Maximum Symbol Height: 3'-6"; Maximum Letter Height: 3'-0"

11.0 Single-Story Buildings (Retail), Restaurant, Customer Service, Office

- 11.1 For buildings with multiple occupants, provide a sign containment area (sign band) between eight and 24 feet above the finished floor as an integral part of the building architecture.
- 11.2 Signs shall be limited to a single line of copy with the business name and/or logo mark, only, unless specifically reviewed and approved by the DRC.
- 11.3 Products or service descriptions shall not be permitted.
- 11.4 The height of the area on which the sign appears shall not be less than twice the height of the sign.
- 11.5 One (1) main or front entrance sign shall be allowed for each individual tenant.
- 11.6 The allowable signage for each tenant shall be prorated based upon its proportional share of the primary building frontage or as directed by the building owner representative, and reviewed and approved by the DRC. Unless otherwise modified by an approved Planned Sign Program, tenants may not exceed a maximum sign area of 150 sq. ft. subject to the locations in Sections 4.0 and 5.0. For example a single in-line tenant with 30' of store front may not exceed 66% of sign area (30'x2'0')
- 11.7 Total sign area for the premise (including freestanding signs) shall be determined by Total Allowable Sign Area requirements (See 5.0, above).
- 11.8 Tenants with two distinct entrances on different facades shall be permitted a maximum of two signs (one (1) per entrance), subject to DRC review and approval.
- 11.9 Signs shall not be located any closer than 24 feet on-center, unless otherwise reviewed and approved by the DRC.





- 12.0 Secondary Signs on Mixed-Use Multi-Story Buildings (Office, Research and Development, Multi-Family Residential)**
- 12.1 In addition to Primary Identification Signs, additional signs may be permitted if Retail, Restaurant, or Customer Service uses are contained within the building, subject to DRC review and approval.
- 12.2 Secondary Signs shall be placed between the first and second floors.
- 12.3 Maximum letter height shall not exceed 18 inches.
- 12.4 Primary Office Buildings shall be limited to one (1) ground floor Secondary Sign per building elevation, with a maximum of three signs per building. Consideration shall be given for a maximum of two Secondary Signs per building elevation, in situations where two major entrances occur on a building elevation.
- 12.5 The distance between Secondary Signs shall not be less than one-third of the building frontage on which the signs are located.
- 12.6 Buildings that have the entire ground floor devoted to Retail, Restaurant, or Customer Service uses shall follow the regulations contained in 11.6 Single Story Buildings, above.
- 13.0 Fuel/Convenience Store Canopy Signs**
- 13.1 Signs on canopies associated with fuel/convenience stores shall be limited to one (1) corporate sign or logo mark associated with the principal use per canopy face. The maximum number of signs/logo marks per canopy is two.
- 13.2 Signs and logos shall have a vertical dimension of no greater than 75 percent of the vertical dimension of the canopy face, and shall not exceed a maximum sign area of 12 square feet unless approved by the DRC.
- 14.0 Awnings**
- 14.1 Signs on awnings are allowed only as specifically approved by the DRC and shall not exceed eight (8) square feet in size and shall be applied to the building allowable sign area.
- 14.2 Awnings shall not be internally illuminated.

- 15.0 Projecting Signs - Retail or Main Street Setting**
- 15.1 Individual tenants in a retail or main street setting, tenants may provide a one (1) wall or canopy mounted projecting (blade) sign. Tenants located on ends of buildings may have two blade signs, one (1) per facade. Blade signs shall not exceed 15 square feet per face and must be located no less than 24 feet apart. Blade sign areas shall be applied to the building total allowable sign area. Blade signs shall be mounted between 8'-9" above the walkway surface, shall not protrude from the building face more than 5 feet, and shall not be internally illuminated.
- 16.0 Banners**
- 16.1 Banners may be permitted, subject to DRC review and approval, on an individual case-by-case basis, based upon the following requirements:
- 16.1.1 Retail uses may be allowed one (1) banner per building, not to exceed 14 calendar days announcing grand opening of that particular location.
- 16.1.2 Office, and Commercial uses shall be permitted a one (1) day Special Event Banner announcing open house/grand openings. Not to exceed 12 events per year.
- 16.1.3 Additional restrictions or exceptions may be contained in the Covenants for special developments.
- 17.0 Window Signs**
- 17.1 Window Signs shall be permitted, based upon the following requirements:
- 17.1.1 Painted windows shall not be permitted.
- 17.1.2 Each business shall be allowed one (1) neon or LED "OPEN" sign. No other neon or LED window signs shall be permitted.
- 17.1.3 Excessive amounts of signs, details, or decorations shall not be installed in doorways, windows, or other areas visible from public view. Excessive will be determined by the DRC on an individual basis.
- 17.1.4 Real Estate Window Signs intended to identify leaseable or retail office space shall be permitted.
- 17.1.5 Real Estate Window Sign message text shall be Gill Sans Medium typeface.
- 17.1.6 Real Estate Window Sign message text shall have a maximum height of one-and-one-half inches.
- 17.1.7 Real Estate Window Sign message text shall be machine cut.
- 17.1.8 The Real Estate Window Sign message panel shall be composed of one-quarter inch thick smooth finish PVC Signage. Message panel print color shall match.

TEMPORARY / ENTRY / FLAGS / MENU BOARDS

18.0 Temporary Signs

- 18.1.1 Temporary Real Estate Project Signs shall be designed in accordance with the Herriman Towne Center Planned Sign Program.
- 18.1.2 Temporary Project Information (construction and real estate) Signs shall be permitted in non-residential areas only, unless approved by the DRC.
- 18.1.3 Temporary Project Information (construction and real estate) Signs shall be used where land or leaseable space is available and to identify project and future development prior to and during construction. These signs shall be placed in a location on the property and of a design reviewed and approved by the DRC.
- 18.1.4 Color of message text for Temporary Signs may vary and may have individual graphics as approved by the DRC.
- 18.1.5 The sign fabricator shall provide the required subgrade foundation to ensure that the sign will withstand wind loads.

19.0 Building Entry Information Signs

- 19.1 Building Entry Window Signs - General
 - 19.1.1 Each business shall be permitted to post information including building or occupant names, hours of operation, emergency information, delivery hours, and other required notices, adjacent to the main exterior entrance on a wall or glass side-light adjacent to the entrance door.
- 19.2 Building Entry Window Signs
 - 19.2.1 Building Entry Window Signs are allowed only on glass side-lights adjacent to entrance door
 - 19.2.2 Glass side-light letters shall be die-cut vinyl, silk-screened, or gold/silver leaf.
 - 19.2.3 Maximum letter height shall be one-inch for basic information.
 - 19.2.4 Maximum letter height for building names or occupants may be three-inches.
 - 19.2.5 Logo marks shall be a maximum height of 3" inches.
 - 19.2.6 All type shall fit within a maximum two-foot-by-two-foot area.
 - 19.2.7 Type style shall be consistent with other building signs.

20.0 Building Entry Wall Mounted Signs

- 20.1 Wall-mounted signs shall be applied to a panel that is compatible with surrounding wall treatments.
- 20.2 Decals or hand-painted signs shall not be permitted unless reviewed and approved by the DRC.
- 20.3 Building Entry Service Entrance Signs
 - 20.3.1 Buildings that provide service entrances shall be permitted an additional sign on or adjacent to each delivery door.
 - 20.3.2 Information area shall not exceed two (2) square feet and may include tenant name and suite number.
 - 20.3.3 Sign design shall be consistent with all exterior doors of the building and approved by the DRC.

21.0 Flags and Pennants

- 21.1 Flags and Pennants - General
 - 21.1.1 Flagpoles are not permitted, except when associated with a public facility, or as specifically approved by the DRC.
 - 21.1.2 Flags that project a maximum of four feet from the building face, shall be permitted on retail, entertainment, service, or commercial buildings only when approved by the DRC.
 - 21.1.3 All flag and pennant faces shall count as part of the Total Allowable Sign Area (See Total Allowable Sign Area, 7.0).
 - 21.1.4 Flags may not exceed a dimension of 4' x 6'.
 - 21.1.5 Flag illumination may only be downlighting from above.

22.0 Menu Boards

- 22.1 A maximum of two Menu Boards shall be permitted per premise.
- 22.2 Maximum Menu Board height is six feet.
- 22.3 Maximum Menu Board area is 25 square feet.
- 22.4 Freestanding Menu Board area shall be included in the Total Allowable Sign Area for the premise (See 7.0, above). Check the reference.
- 22.4 Wall Mounted Menu Board area (25 square feet) is allowed in addition to other wall mounted signs, but is included in overall allowable sign area for the premise.



