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**FIRST AMENDMENT TO MASTER DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR
TRAVERSE MOUNTAIN**

This First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Traverse Mountain ("*First Amendment*") is executed by MOUNTAIN HOME DEVELOPMENT, CORP., a Utah corporation ("*Declarant*").

P R E A M B L E:

A. On August 31, 2001, Declarant Recorded the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Traverse Mountain ("*Master Declaration*"), as Entry No. 88405:2001, of Official Records of Utah County, Utah ("*Official Records*").

B. Declarant has changed its plans in regard to various aspects of development of the Properties and wishes to amend the Master Declaration to reflect these changes.

C. Section 14.2.8 of the Master Declaration provides that, at any time prior to the first Close of Escrow for a Lot or Condominium in the Residential Area, Declarant may amend the Master Declaration with the approval of the City Planning Commission, which has been obtained.

THEREFORE, Declarant declares that the Master Declaration is amended as follows:

1. *Table of Contents, Exhibits.* References to **Exhibit D**, Initial Master Association Property, and **Exhibit E**, _____ Special Benefit Area, are deleted in their entirety.

2. *Preamble, Paragraph A.* Paragraph A of the Preamble is deleted in its entirety and replaced as follows:

The Declarant is the Owner of the First Subdivision, which is real property in Lehi City, County of Utah, Utah, described as follows:

Boundary Description Lot 9

Commencing at a point which is West 5263.91 feet and North 1482.13 feet from the Southeast corner of section 30, township 4 South, range 1 East, Salt Lake base and meridian; thence as follows:

N38°48'18" W at 66.89' Thence; along an arc at 168.75 along a 150.00' radius curve to the left through a central angle of 64° 27'30", bearing N71°02'03" W 159.99'; Thence S76°44'12"W at 185.80' Thence; S13°15'48"W at 10.00' Thence; along an arc at 69.00' along a 110.00' radius curve to the right through a central angle of 35°56'30", bearing N85°17'33"W 67.88'; Thence N67°19'18"W at 279.90' Thence; along an arc 79.19' along a 185.00' radius curve to the right through a central angle of 24°31'30", bearing N55° 03'33"W; Thence N42°47'48"W at 6.40' Thence; along an arc at 85.56' along a 185.00' radius curve to the right through a central angle of 26°30'00", bearing N29°32'48"W 84.80'; Thence N16°17'48"W at 4.60' Thence; along an arc 95.35' along a 360.00' radius curve to the right through a central angle of 15°10'30", bearing N08°42'33" W 95.07'; Thence N01° 07'18"W at 84.40' Thence; along an arc 95.31' along a 200.00' radius curve to the left through a central angle of 27°18'13", bearing N14°46'24"W 94.41'; Thence N40° 02'54"E at 263.72' Thence; N63° 05'56"E at 211.00' Thence; N43° 42'05" E 446.03' Thence; N58°27' 56" E at 173.72' Thence; S62°51'52" E at 348.62' Thence; along an arc 561.54' along a 1165.00' radius curve to the right through a central angle of 27°37'01", bearing S49°03'21" E 556.12'; Thence S43°01'07" W 1023.71' to the point of beginning

Area = 26.850 Acres

Basis of Bearing: N00°17'58" W along the section line from the Southeast corner of section 30, township 4 South, range 1 East, Salt Lake Base and meridian to the East 1/4 corner of said section.

Boundary Description Lot 11

A parcel of Land lying and situate in sections 25 and 30, Township 4 South, Range 1 East, Salt Lake Base and Meridian, Lehi City, Utah County, Utah. Comprising the 37.08 acres of Lot 11, Traverse Mountain Plat "A", recorded as Entry Number 88404:2002, Map Number 9220-105 in the Office of the Utah County Recorder. Basis of Bearing for subject parcel being North 00°17'58" West 2648.83 feet (measured) between the Utah County brass cap monuments

monumentalizing the East line of the Southeast Quarter of said Section 30. Subject parcel being more particularly described as follows:

BEGINNING at a the Northeast corner of said Lot 11, Traverse Mountain Plat "A", according to the official Plat thereof, said point being located WEST 5295.82 and North 2754.04 feet from the Utah County brass cap monument monumentalizing the Southeast corner of said Section 30; Thence the following 4 (four) courses coincident with the perimeter of said Lot 11 (1) South $58^{\circ}27'56''$ West 173.72 feet; (2) South $43^{\circ}42'05''$ West 446.03 feet; (3) South $63^{\circ}05'56''$ West 211.00 feet; (4) South $40^{\circ}02'54''$ West 263.72 feet to a point on the arc of a 200.00 foot radius curve and a point on the Northerly Boundary line of the Provo Reservoir Canal as shown on that certain Record of Survey certified by John B. Stahl, Corner Stone Professional Surveys, project number PRW9601, filed a survey number 98-186 in the office of the Utah County Surveyor; Thence the following 18 (eighteen) courses coincident with the northerly boundary of said canal and the perimeter of said Lot 11 (1) Northwesterly 56.74 feet along the arc of said 200.00 foot radius curve to the left (center bears South $61^{\circ}34'29''$ West) thru a central angle of $16^{\circ}15'17''$ to a point (2) North $44^{\circ}40'48''$ West 136.10 feet to a point of curvature; (3) Southwesterly 171.64 feet along the arc of a 120.00 foot radius curve to the left (center bears South $45^{\circ}19'12''$ West) thru a central angle of $81^{\circ}57'00''$ to a point; (4) South $53^{\circ}22'12''$ West 205.02 feet; (5) South $36^{\circ}37'48''$ East 5.00 feet; (6) South $53^{\circ}22'12''$ West 104.68 feet to a point of curvature; (7) Northwesterly 54.47 feet along the arc of a 65.00 foot radius curve to the right (center bears North $36^{\circ}37'48''$ West) thru a central angle of $48^{\circ}01'00''$ to a point of tangency; (8) North $78^{\circ}36'48''$ West 45.80 feet to a point of curvature; (9) Northwesterly 253.93 feet along the arc of a 490.00 foot radius curve to the right (center bears North $11^{\circ}23'12''$ East) thru a central angle of $29^{\circ}41'30''$ to a point of tangency; (10) North $48^{\circ}55'18''$ West 323.80 feet to a point on the arc of a 65.00 foot radius curve; (11) Northeasterly 137.52 feet along the arc of said 65.00 foot radius curve to the right (center bears North $41^{\circ}04'42''$ East) thru a central angle of $121^{\circ}13'00''$ to a point of tangency; (12) North $72^{\circ}17'42''$ East 5.00 feet to a point of curvature; (13) Northeasterly 82.78 feet along the arc of said 335.00 foot radius curve to the left (center bears North $17^{\circ}42'18''$ West) thru a central angle of $14^{\circ}09'30''$ to a point; (14) North $58^{\circ}08'12''$ East 45.30 feet to a point of curvature; (15) Northeasterly 116.75 feet along the arc of a 135.00 foot radius curve to the left (center bears North $31^{\circ}51'48''$ West) thru a central angle of $49^{\circ}33'01''$ to a point on a radial line; (16) South $81^{\circ}24'48''$ East 20.00 feet (17) North $08^{\circ}35'12''$ East 340.36 feet; (18) North $89^{\circ}46'48''$ West 325.57 feet; Thence the following 4 (four) courses coincident with the perimeter of said lot 11 (1) North $58^{\circ}14'01''$ east 1157.87 feet; (2) South $32^{\circ}03'41''$ East 153.40 feet to a point of curvature; (3) Southeasterly 663.95 feet along the arc of a 1235.00 foot radius curve to the left (center bears North $57^{\circ}56'19''$ east) through a central angle of $30^{\circ}48'11''$ to a point of tangency; (4) South $62^{\circ}51'52''$ east 465.39 feet to the point of beginning.

Contains 37.08 acres more or less.

3. *Introduction to the Properties.* The first three sentences of the last paragraph of the italicized language in the Introduction to the Properties are deleted in their entirety and replaced as follows:

The Master Declaration initially only encumbers the First Subdivision. This is for a variety of reasons, some of which are as follows. Because the Properties could potentially include several thousand dwellings, planning issues involving these areas will not be resolved when the First Subdivision is initially encumbered by the Master Declaration.

4. **Section 1.15, Common Area.** The words "Section _____ of the Utah _____ Code" are deleted and replaced with the words "Section 57-8-3(3) of the Utah Real Estate Code".

5. **Section 1.40, Master Association Property.** The second to last sentence is deleted in its entirety and replaced as follows:

The Master Association Property in each Phase of the First Subdivision will be designated in Recorded Supplemental Declarations. On the first Close of Escrow in the Properties, the Master Association Property will include all of the Improvements, including the landscaping, fencing and irrigation system (payment for the pressurized irrigation service bill on the common areas is the responsibility of the Master Homeowners Association), located (a) within the right of way along the entire length of Triumph Boulevard and between the street curb and the lot lines separating privately owned property from the Triumph Boulevard right of way, and (b) within the right of way along Traverse Mountain Boulevard between the street curb and the lot lines separating privately owned property from the Traverse Mountain Boulevard right of way and starting from the intersection of Traverse Mountain Boulevard and Triumph Boulevard running northwest for approximately 4,800 feet to the intersection of Traverse Mountain Boulevard and Chapel Ridge Road.

6. **Section 1.55, Phase.** Section 1.55 is deleted in its entirety and replaced as follows:

1.55 **PHASE.** Phase means any portion of the Properties defined as a Phase in a Supplemental Declaration.

7. **Section 1.56, Phase I.** Section 1.56 is deleted in its entirety and replaced as follows:

1.56 **FIRST SUBDIVISION.** The First Subdivision is the real property described in Paragraph A of the Preamble to this Master Declaration.

8. **Section 1.57, Properties.** The first sentence of Section 1.57 is deleted in its entirety and replaced as follows:

Properties mean all of the real property encumbered by this Master Declaration.

9. **Section 1.65, Telecommunications Facilities.** Section 1.65 is deleted in its entirety and replaced as follows:

1.65 Telecommunication Facilities.

Telecommunication Facilities means (1) Improvements, equipment and facilities for (i) telecommunications, (ii) transfer of audio, video and data signals, (iii) transfer of any other signals used for transmission of intelligence by electrical, light wave, wireless frequencies or radio frequencies, and (iv) any other methods of communication and information transfer; (2) all associated Improvements, equipment and facilities, including but not limited to outside plant ducts, manholes, riser cables, protection equipment, communications rooms, antennas, power outlets, power conditioning and back-up power supplies, cross connect hardware, copper, fiber, and coaxial cables, towers, broadcasting and receiving devices, conduits, junction boxes, wires, cables, fiber optics, and any other necessary or appropriate enclosures and connections; and (3) power generation serving the Improvements, equipment and facilities described in subparts (1) and (2) of this sentence. Declarant intends to have the term "Telecommunication Facilities" be interpreted as broadly as possible and to include relocated facilities, expansion of facilities, and/or facilities used for any and all new technology that replaces any Telecommunication Facilities. If there is a doubt as to whether an item fits within the definition of Telecommunication Facilities, the term is to be interpreted to include that item.

10. **Section 1.67, TMCS.** Section 1.67 is deleted in its entirety.

11. **Section 2.1.5, Consistent.** The second sentence of Section 2.1.5 is deleted in its entirety and replaced as follows:

Offices operated by the manager of a Neighborhood Corporation, for the sole purpose of managing the Neighborhood Corporation, and the Master Association, are exempt from the restrictions contained in this Section.

12. **Section 2.10, Antennae.** The first word of Section 2.10, "Owners" is deleted and replaced as follows:

Owners (excluding Declarant and Neighborhood Builders).

13. *Section 2.17, Urban Wildlife Interface Code Compliance.* The second sentence of Section 2.17 is deleted in its entirety.

14. *Section 2.4.2, Restricted Vehicles.* The reference to "TMCS" is deleted.

15. *Section 3.3.5, Telecommunications Contracts.* Section 3.3.5 is deleted in its entirety and replaced as follows:

3.3.5 **Telecommunication Contracts.** The Board shall have the power to enter into, accept an assignment of, or otherwise cause the Master Association to comply with contracts with Telecommunication Service providers and Telecommunication Facilities owners (both, a "*Telecommunication Provider*"), pursuant to which the Telecommunication Provider serves as the exclusive provider of Telecommunication Services and/or Telecommunication Facilities to each Apartment, Condominium and Lot in the Properties.

16. *Section 3.5, Conveyance of Master Association Property.* The first sentence is deleted in its entirety. The words "Within every other Phase," are deleted from the beginning of the second sentence and replaced with the words "Within every Phase,".

17. *Section 4.4.5, Traverse Mountain Design Guidelines.* The following is added as new Section 4.4.5:

All new construction in the Properties must comply with the Traverse Mountain Design Guidelines. The Traverse Mountain Design Guidelines may be changed or amended at any time at the discretion of the Aesthetic Review Committee. The Traverse Mountain Design Guidelines currently in effect are attached as Exhibit "DG."

18. *Section 5.1, Membership Information.* The second to last sentence of this Section is deleted in its entirety and replaced as follows:

The Master Association has two (2) classes of voting Membership which are described in the Articles and Bylaws.

19. *Section 6.6, Master Telecommunications Easements.* Section 6.6 is deleted in its entirety and replaced as follows:

6.6. **MASTER TELECOMMUNICATION EASEMENTS.**

6.6.1 **Reservation of Master Telecommunication Easements.** The term "Telecommunication Easement Area" used in this Section 6.6 means the Common Area, Master Association Property and the portion of each Lot with a width measured from each Lot line and extending two feet into the Lot and with a length

equal to each Lot line. To the maximum extent allowed by law, Declarant excepts and reserves from the Telecommunication Easement Area and retains the right to transfer and assign exclusive and nonexclusive easements in gross for the purposes of installing, maintaining, operating and relocating Telecommunication Facilities and conducting Telecommunication Services in the Properties. Declarant also reserves, together with the right to grant and transfer all or a portion of the same, exclusive and nonexclusive easements in gross over and under the Telecommunication Easement Area for the purpose of access for the Telecommunication Services and to the Telecommunication Facilities. The easements reserved in this Section 6.6 are referred to as "Master Telecommunication Easements."

6.6.2 Rights in Connection with Master Telecommunication Easements. The holder of any Master Telecommunication Easements has the right to trim and remove landscaping whenever, in easement holder's reasonable judgment, it is necessary for the convenient and safe use of the Master Telecommunication Easements. The Telecommunication Facilities will not be deemed to be affixed to or a fixture of the Properties unless otherwise indicated in a Recorded instrument. No one other than the holder of the Master Telecommunication Easements has the right to access, operate, or move the Telecommunication Facilities.

6.6.3 Limits on Use of the Properties. No Person shall alter any Telecommunication Facilities without the prior consent of owner of the Telecommunication Facilities. No Person shall grant or dedicate any easements, licenses or other rights on, across, under or over or affecting the Properties that interfere, compete or conflict with the terms of any Recorded grants of Telecommunication Easements. Master Association, the Owners and the Subassociations shall execute and allow to be Recorded against the Properties such documents as are reasonably required in connection with exercise or protection of rights as established in a Recorded grant of Master Telecommunication Easements.

- 20. ***Section 13.2, Security and Privacy Disclaimer.*** Section 13.2 is deleted in its entirety.
- 21. ***Section 13.5, Community Enhancement Fee.*** Section 13.5 is deleted in its entirety.
- 22. ***Section 14.2.2, Neighborhood Representative Approval.*** The reference in Section 14.2.2 to "Section 14.2.2" is changed to "Section 14.2.3."

23. **Section 14.2.3, Member Approval.** Section 14.2.3 is deleted in its entirety and replaced as follows:

14.2.3 **Member Approval.** Any amendment terminating this Master Declaration or the Master Association, and any amendment that, by law, cannot be adopted with the approval of the Neighborhood Representatives, must be approved by the Members.

24. **Article XV, Land Classifications.** Article XV, Land Classifications, is deleted in its entirety and replaced as follows::

The Properties are composed of many different types of properties. This Article describes the different classifications of land in the Properties. These classifications are used to establish use restrictions and various rights and obligations of the Owners of the different types of property in the Properties.

The Properties, including each portion of Annexed Territory and of the First Subdivision described in a Supplemental Declaration, shall be assigned to one or more of the following land classifications: Residential Area, Multi-Family Area, Master Association Property, Common Area, Special Benefit Areas and Neighborhoods. The Declarant has the right to create other area designations in Supplemental Declarations.

25. **Section 17.1, Interest of Declarant.** The words "Phase 1" in the first sentence are deleted and replaced with the words "First Subdivision."

26. **Exhibit A, Description or Depiction of Annexable Area.** Exhibit A is amended to include the following at the end of the last page of Exhibit A:

Excluding therefrom, the First Subdivision.

27. **Exhibit B, Articles of Incorporation of the Master Association.** The form of Articles of Incorporation for the Master Association attached to the Master Declaration as Exhibit B is deleted and replaced with the Articles of Incorporation filed with the Secretary of State and are attached to this First Amendment as Exhibit B.

28. **Exhibit C, Bylaws of the Master Association.** The form of Bylaws of the Master Association attached to the Master Declaration as Exhibit C is deleted and replaced with the Bylaws of the Master Association adopted by the Board of Directors of the Master Association and are attached to this First Amendment as Exhibit C.

29. **Exhibit D, Description or Depiction of Master Association Property in Plat A.** Exhibit D is deleted in its entirety. The Master Association Property in Plat A will be designated in a Recorded Supplemental Declaration for a portion of the First Subdivision.

30. *Exhibit DG, Traverse Mountain Design Guidelines.* Exhibit DG attached to this First Amendment is added to the Declaration.

31. *Exhibit E, Special Benefit Area.* Exhibit E is deleted in its entirety. Special Benefit Areas (if any) will be designated in Recorded Supplemental Declarations.

32. *Ratification.* Except as expressly modified herein, the capitalized terms in this First Amendment shall have the same meanings as are given such terms in the Master Declaration. Except as amended by this First Amendment, the Master Declaration is ratified and affirmed.

[SIGNATURES ON FOLLOWING PAGES]

**[SIGNATURE PAGE TO
FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR TRAVERSE MOUNTAIN]**

This First Amendment has been executed on August 12, 2002.

MOUNTAIN HOME DEVELOPMENT,
CORP., a Utah corporation

By: [Signature]

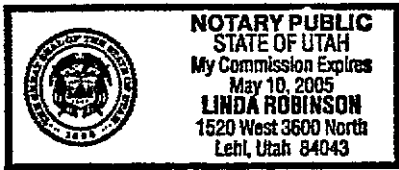
Print Name: Stephen L. Christensen

Title: President

“Declarant”

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 12th day of August, 2002, by **STEPHEN L. CHRISTENSEN**, an individual residing in the State of Utah, as the authorized representative of LAND COM FINANCIAL GROUP, LLC, a Utah limited liability company, as the Operating Manager of MOUNTAIN HOME DEVELOPMENT, CORP., a Utah corporation. Said **STEPHEN L. CHRISTENSEN** acknowledged before me that he executed the foregoing on behalf of MOUNTAIN HOME DEVELOPMENT, CORP., a Utah corporation.



[Signature]
Notary Public

Residing at: Lehi, Utah

My Commission Expires: May 10, 2005

EXHIBIT B

ARTICLES OF INCORPORATION OF THE MASTER ASSOCIATION

**ARTICLES OF INCORPORATION
OF
TRAVERSE MOUNTAIN MASTER ASSOCIATION
A Utah Non-Profit Corporation**

I

The name of this corporation (“Corporation” herein) is TRAVERSE MOUNTAIN MASTER ASSOCIATION.

II

- A. The Corporation is organized as a non-profit corporation and is not organized for the private gain of any person. It is organized under the Utah Revised Nonprofit Corporation Act (the “Act”) for public purposes.
- B. The purposes of the Corporation are to (i) promote the common good and general welfare of the Traverse Mountain community, (ii) manage the master planned community and planned unit development known as Traverse Mountain, and (iii) engage in any lawful act for which a non-profit corporation may be organized under the Act.

III

- A. The Corporation is organized and operated exclusively as a non-profit corporation within the meaning of the Act and shall have and exercise any and all powers, rights and privileges which a corporation organized under the Act may now or hereafter have or exercise, provided that the Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purposes of the Corporation listed in Article II.B above. The Corporation’s exercise of its powers is limited by its Bylaws and the Declaration of Development Covenants, Conditions and Restrictions for Traverse Mountain recorded in Official Records of Utah County, Utah.
- B. No part of the activities of this Corporation shall consist of lobbying or propaganda, or otherwise attempting to influence federal, state or local legislation of any type. This Corporation shall not participate in or intervene in any political campaign (including publishing or distributing statements) on behalf of or in opposition to any candidate for political office or any proposed legislation.

IV

- A. The Corporation will have voting members. The classes of Membership and the voting and other rights and privileges of Members are forth in the Bylaws. The Corporation will not issue shares of stock.

- B. Amendment of these Articles of Incorporation shall require the assent (by vote or written consent) of (i) a majority of the Board of Directors of the Corporation, and (ii) a majority of the Neighborhood Representatives representing the total voting power of each class of voting membership in existence when the amendment is proposed.

V

- A. The Corporation's principal office is located at 1520 West 3600 North, Lehi, Utah 84043.
- B. The names and street addresses of the four (4) persons who will act as the initial Board of Directors are:

Stephen L. Christensen
1520 West 3600 North
Lehi, Utah 84043

James M. Christensen
1520 West 3600 North
Lehi, Utah 84043

Kinnon Sandlin
1520 West 3600 North
Lehi, Utah 84043

Ted Heap
1520 West 3600 North
Lehi, Utah 84043

- C. The name and street address of the Incorporator is:

Ted Heap
1520 West 3600 North
Lehi, Utah 84043

- D. The name of the Corporation's initial Registered Agent and the street address of the Corporation's Initial Registered Office are:

Registered Agent: Ted Heap

Registered Office Address:
1520 West 3600 North
Lehi, Utah 84043

VI

- A. The assets of the Corporation are irrevocably dedicated to social welfare purposes and no part of the profits shall ever inure to the benefit of a director, officer, or any private shareholder, member or individual.
- B. On a dissolution or a winding up of the Corporation, its assets remaining after payment of, or provision for the payment of, all debts and liabilities of the Corporation shall be distributed to a non-profit organization that is organized and operated exclusively for

social welfare purposes and that has established its tax exempt status under Section 501(c)(3) or Section 501(c)(4) of the Internal Revenue Code.

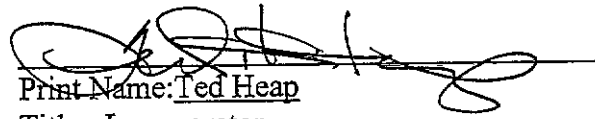
VII

- A. The term of this Corporation's existence is perpetual.

VIII

- A. To the fullest extent authorized by law, the Corporation has the power and duty to indemnify Board members, Corporation officers and Corporation committee members for all damages, pay all expenses incurred, and satisfy any judgment or fine levied as a result of any action or threatened action brought because of performance of an act or omission within what such person reasonably believed to be the scope of the person's Corporation duties ("Official Act"). Board members, Corporation officers and Corporation committee members are deemed to be agents of the Corporation when they are performing Official Acts for purposes of obtaining indemnification from the Corporation pursuant to this Article. The entitlement to indemnification inures to the benefit of the estate, executor, administrator and heirs of any person entitled to such indemnification.
- B. To the fullest extent authorized by law, the Corporation has the power, but not the duty, to indemnify any other person acting as an agent of the Corporation for damages incurred, pay expenses incurred, and satisfy any judgment or fine levied as a result of any action or threatened action because of an Official Act.
- C. The Corporation also has the power, but not the duty, to contract with any Person to provide indemnification in addition to any indemnification authorized by law on such terms and subject to such conditions as the Corporation may impose.

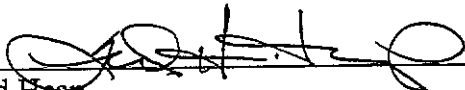
The undersigned, who is the incorporator of the Corporation, has executed these Articles of Incorporation on July 29, 2002.


 Print Name: Ted Heap
 Title: Incorporator

Acceptance of Appointment by Registered Agent

Pursuant to the Act, the undersigned hereby accepts appointment as registered agent for TRAVERSE MOUNTAIN MASTER ASSOCIATION.

Dated : July 29, 2002.



Ted Heap

EXHIBIT C

BYLAWS OF THE MASTER ASSOCIATION

BYLAWS
OF
TRAVERSE MOUNTAIN MASTER ASSOCIATION CORPORATION

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FOR BYLAWS OF

TRAVERSE MOUNTAIN MASTER ASSOCIATION CORPORATION

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BYLAWS

OF

TRAVERSE MOUNTAIN MASTER ASSOCIATION CORPORATION

ARTICLE I
GENERAL PLAN

The Traverse Mountain Master Association is the homeowners association formed to manage and maintain the Master Association Property, enforce the Governing Documents and impose architectural control in the Properties. Each homeowner in the Properties will become a Member of the Master Association. The Board of Directors of the Master Association oversees its operations. Day to day activities are performed by the Community Manager and supervised by the Master Association Board. Specific day-to-day responsibilities are assigned to the Master Association officers.

To encourage the community to be involved in the operation of the Master Association, the Declarant has divided the Properties into Neighborhoods and assigned each Neighborhood a Neighborhood Representative. The Neighborhood Representative will be responsible for keeping Neighborhood residents informed of Master Association activities, voting on certain issues and performing other duties described in Article IV.

For significant matters, decisions can only be made by a vote of the Members. Rules regarding Members decisions are in Article V.

Responsibility for design review is delegated to the Aesthetics Review Committee. The Aesthetics Review Committee is responsible for updating the Design Guidelines and reviewing plans for proposed architectural and landscaping modifications. Rules regarding operation of the Aesthetics Review Committee are in the Master Declaration.

The Board also has the power to appoint a Nominating Committee. The Nominating Committee can assist the Board in its search for volunteers to serve as Board members or Neighborhood Representatives. The Nominating Committee is described in Section 2.14.2 of these Bylaws. The Board and president both have the power to appoint other committees to assist in various aspects of operation of the Master Association.

Below is a chart showing the relationship of these different parties.

**BOARD OF DIRECTORS
Oversees All Operations**

<i>Officers</i>	<i>Committees</i>	<i>Neighborhood Representatives</i>	<i>Members</i>
President Vice President Secretary Chief Financial Officer ■ <i>Assigned broad duties</i>	Aesthetics Review Committee Nominating Committee ■ <i>Have jurisdiction over specific matters</i>	 ■ <i>Responsible for communications with Members and voting on certain issues</i>	 ■ <i>Receive benefits of Membership</i> ■ <i>Encouraged to participate and responsible for complying with the Governing Documents</i> ■ <i>Vote on select issues</i>

These Bylaws establish the procedures to be followed by the Master Association Board, the Community Manager, the Master Association officers, committees, Neighborhood Representatives and Members as they operate the Master Association.

1.1. NAME.

The name of the corporation is the **Traverse Mountain Master Association**. The principal office of the Master Association shall be located in Lehi City, Utah.

1.2. DEFINITIONS AND INTERPRETATION.

Unless otherwise provided in these Bylaws, the capitalized terms in these Bylaws have the same meanings as are given to such terms in the Master Declaration. These Bylaws shall be interpreted in accordance with Section 1.69 of the Master Declaration. All references in the Bylaws to the "Act" are to the Utah Revised Non-Profit Corporation Act.

1.3. MASTER ASSOCIATION RESPONSIBILITIES.

In accordance with the Master Declaration, the Master Association is responsible for the following:

- ✓ Administering the Properties,
- ✓ Maintaining the Master Association Property,

- ✓ Approving the Budget,
- ✓ Establishing and collecting all assessments authorized under the Master Declaration,
- ✓ Providing overall architectural and landscaping control in the Properties, and
- ✓ Enforcing the Governing Documents.

1.4. APPLICATION.

These Bylaws are applicable to the phased master planned community known as Traverse Mountain, located in Lehi City, Utah. All Persons occupying a Residence in the Properties or using the facilities of the Properties in any manner are subject to the Governing Documents. By acquiring, renting or occupying any Residence in the Properties the Person doing so signifies that the Person agrees to comply with the Governing Documents.

Generally, the Board of Directors is responsible for overseeing the operations of the Master Association and making most of the decisions regarding Master Association operations. However, in some situations, Master Association decisions can only be made by the Members or the Neighborhood Representatives. Each of the following articles describes these various responsibilities. Article II describes how the Board of Directors operates. Article III describes the duties and responsibilities of the Master Association officers. Article IV describes how the Neighborhood Representatives make decisions. Article V describes the process used to obtain Member decisions on issues.

1.5. LIMITS.

The Master Association is organized and shall be operated in accordance with the Articles, these Bylaws and the Master Declaration.

1.5.1. Organization and Activity.

The Master Association is organized exclusively for purposes within the meaning of Section 501(c)(4) of the IRC. The Master Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of the Master Association. The Master Association shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(4) of the IRC or the corresponding provision of any future United States internal revenue law.

1.5.2. Political Activities.

The Master Association shall not participate in or intervene in (including publishing or distributing statements) any political campaign on behalf of or in opposition to any candidate for political office or any proposed legislation.

1.5.3. Assets and Property.

The property, assets, profits, and net income of the Master Association are irrevocably dedicated to social welfare purposes. No part of the earnings of the Master Association shall ever inure to

the benefit of any director, trustee, officer, shareholder or member of the Master Association or to the benefit of any private individual.

1.5.4. **Not for Profit.**

The Master Association is not organized, and shall not be operated, for pecuniary gain or profit.

1.5.5. **Dissolution.**

On the winding up and dissolution of the Master Association, after paying or adequately providing for its debts and obligations, the Master Association's remaining assets shall be distributed to such organizations organized and operated exclusively for social welfare purposes which have established tax-exempt status under Section 501(c)(4) of the IRC or the corresponding provisions of any future United States internal revenue law.

1.6. **MEMBERSHIP.**

1.6.1. **Classes of Membership.**

The Master Association classes of voting Membership are as follows:

Class A. Class A members are all Owners except Declarant for so long as a Class B Membership exists. Class A members are entitled to one (1) vote for each Assessment Unit assigned to each Lot or Condominium owned and subject to Assessment.

Class B. The Class B member is Declarant. The Class B member is entitled to 4,000 votes regardless of the number of Lots and Condominiums that Declarant owns. The Class B Membership shall terminate when neither Declarant nor any Neighborhood Builder owns any portion of the Properties and the Annexable Territory.

1.6.2. **Voting of Classes.**

As long as there is a Class B membership, any provision of the Bylaws which expressly requires the vote or written consent of the Master Association's voting power before action may be undertaken (whether exercised by the Neighborhood Representatives or the Members) shall require the approval of the voting power of each class of Membership. On termination of the Class B membership, any provision of the Bylaws which requires the vote or written consent of the Master Association's voting power before action may be undertaken (whether exercised by the Neighborhood Representatives or the Members) shall then require the vote or written consent of the Association's total voting power.

ARTICLE II BOARD OF DIRECTORS

This Article describes the Board of Directors including the number of people who will serve on the Board, their term of office and how they are elected. This Article also establishes the powers and duties of the Board and limits on the Board's powers.

Start Up of the Master Association.

After the Master Association is incorporated, it will be governed by a Board of Directors composed of three persons appointed by the incorporator. Within one year after the first Close of Escrow in the Properties, an election of Directors will be held. At this first election, the Board of Directors will automatically expand to five positions. All of these positions will be available to be filled in the election. The persons originally appointed as Directors by the incorporator may be re-elected to the Board or new persons may be elected. The Declarant will have the right to appoint a majority of the Directors until the Declarant voluntarily relinquishes such right by written notice delivered to the Master Association. The remaining Directors will be elected by the Members.

Long Term Operations.

Directors' terms of office are staggered. At the first election, the three persons receiving the highest number of votes will be elected to serve for three-year terms. The two persons receiving the next highest number of votes will be elected to serve for two-year terms. (However, if Declarant appoints the majority of the Directors, then the remaining Directors elected by the Members will all serve three year terms.) At subsequent elections, new Directors will be elected to replace Directors whose terms are ending. These new Directors will serve two-year terms. The expected result of this system is that, after Declarant's right to appoint Directors terminates as provided above, either two or three positions on the Board are open to be filled at each election.

2.1. NUMBER.

Until the first election of Directors, the Master Association's property, business and affairs shall be governed and managed by a Board of Directors composed of three (3) persons. Beginning with the first election of Directors, the property, business and affairs of the Master Association shall be governed and managed by a Board of Directors composed of five (5) persons. The authorized number of Directors may be changed by a duly adopted amendment to the Bylaws.

2.2. QUALIFICATIONS.**2.2.1. Qualifications for Nomination.**

Anyone nominated to serve as a Director must be a natural person at least 18 years old who is one of the following:

- (a) An Owner of a Lot or Condominium in the Residential Area who is not an officer or director of a Neighborhood Corporation, or
- (b) An Owner or agent of an Owner of a Lot in any area of the Properties that is not a part of the Residential Area, or
- (c) An agent of Declarant or an agent of a Neighborhood Builder.

2.2.2. Qualifications for Holding Office.

Directors must satisfy the following requirements while they serve in office:

- Board;
- (a) Not be absent from three (3) consecutive meetings of the Board;
 - (b) Attend at least seventy-five percent (75%) of the Board meetings held each year and attend the entire meeting each time;
 - (c) Be a Member in good standing or agent of a Member in good standing.

Any Director who fails to satisfy these requirements is deemed to have resigned effective upon the date of a resolution adopted by the Board confirming that the Director did not satisfy all of the requirements of this Section 2.2.

2.3. TERM OF OFFICE.

Each Director shall hold office until his successor has been elected or until his removal. The term of office of the three (3) Directors receiving the highest number of votes at the first election shall be three (3) years and the term of office of the two (2) Directors receiving the next highest number of votes at the first election shall be two (2) years. Thereafter, new Directors shall be elected or appointed to fill any vacancies. The term of office of each Director elected to fill a vacancy created by the expiration of the term of office of the respective past Director shall be two (2) years. The term of office of each Director elected or appointed to fill a vacancy created for any other reason shall be the balance of the unserved term of the Director's predecessor. Any Director may be reelected. There is no limit on the number of terms which a Director may serve.

2.4. ELECTIONS.

Directors will be elected by the Neighborhood Representatives at their annual meeting. Prior to the annual meeting, the Nominating Committee will solicit nominations of candidates for the Board positions and generate a Slate of Candidates. The Slate of Candidates will be distributed to the Neighborhood Representatives and to the Members (for information purposes only). Cumulative voting will be used in all elections.

The following is a time line showing the days for performing various tasks to be completed in connection with the first election of Directors.

↓	↓	↓	↓	↓	↓
<i>50 – 120 days before annual meeting</i>	<i>after close of nominations</i>	<i>0 – 70 days before annual meeting</i>	<i>before meeting</i>	<i>0 – 70 days before meeting</i>	<i>first election of Directors held</i>
<i>close of nominations</i>	<i>slate of candidates generated</i>	<i>record date set for Neighborhood Representatives entitled to receive Notice of Election Meeting</i>	<i>Neighborhood Representatives and Members sent Notice of Meeting and Slate of Candidates</i>	<i>record date for voting set</i>	<i>within one year after first Close of Escrow in the Properties</i>
<i>(Section 2.4.1)</i>	<i>(Section 2.4.1)</i>		<i>(Section 4.9.5)</i>	<i>(Section 4.9.6)</i>	<i>(Section 4.9.2)</i>

(Section 4.9.6)

2.4.1. **Nomination Procedure.**

The Nominating Committee, acting at the Board's direction, will seek volunteers to run for office. The Board may establish nomination procedures and reasonable time frames for receiving nominations in the Community Guidelines. The date set for close of nominations must be not less than fifty (50) nor more than one hundred twenty (120) days before the date of the Directors election (the "Election Meeting"). No nominations for the Board can be made after the date set for the close of nominations. A slate of candidates ("Slate of Candidates") must be prepared and distributed to the Neighborhood Representatives and Members based on the nominations that comply with the nomination guidelines established by the Board.

2.4.2. **Cumulative Voting.**

Cumulative voting must be used in the election of Directors for any election in which two (2) or more Directors are to be elected. To cumulate votes, Members may cast a number of votes equal to the Member's share of the voting power multiplied by the number of Directors to be elected. When cumulative voting is used, the procedures established in Section 16-6a-717 of the Act shall be followed.

2.4.3. **Appointed Directors.**

So long as Declarant or a Neighborhood Builder owns any portion of the Properties or the Annexable Territory, Declarant is entitled to appoint a majority of the members of the Board of Directors.

2.5. **VACANCIES.**

Until Declarant's right to appoint a majority of the Directors terminates, a vacancy in the office of a Director who was appointed by the Declarant shall be filled only by an appointee of the Declarant. Any vacancies on the Board caused by any other reason may be filled by either a vote of the Neighborhood Representatives or a vote of a majority of the remaining Directors, even though they may constitute less than a quorum. A Director may resign at any time by giving written notice to the Master Association through its President, the Secretary or the Board. Any such resignation is effective on the date of receipt of such notice or at any later time specified in the resignation notice. Unless specified in the notice, acceptance of the resignation by the Board is not necessary to make it effective. If a Director's resignation is effective at a later time, the Board may elect a successor to take office as of the date when the resignation becomes effective. A vacancy or vacancies on the Board shall exist on the occurrence of the following: (a) the death or resignation of any Director; (b) the declaration by resolution of the Board of a vacancy in the office of a Director who has failed to fulfill the requirements of Section 2.2.2; (c) the increase of the authorized number of Directors; (d) the failure of the Neighborhood Representatives to elect the number of Directors required to be elected at such meeting; (e) a Director is removed in a judicial proceeding, or (f) the occurrence of any other events resulting in a vacancy as provided under the Act. Any vacancy not filled by the Directors may be filled by the Neighborhood Representatives.

2.6. REMOVAL OF DIRECTORS.

Any Director may be removed before the expiration of their terms of office with or without cause if the number of votes cast for removal would be sufficient to elect the Director. Any Director whose removal has been proposed must be given an opportunity to be heard. Any Director who has been appointed by Declarant may be removed from office only by Declarant.

2.7. GENERAL POWERS AND DUTIES.

The Board has the powers and duties necessary to conduct, manage and control the Master Association's affairs. All of the Master Association's powers, including those enumerated in Sections 3.2 and 3.3 of the Master Declaration, shall be exercised by its Board of Directors except those powers (i) reserved in specific provisions of the Articles, these Bylaws, the Master Declaration or any Supplemental Declaration, to the Members, Neighborhood Representatives or Aesthetics Review Committee or (ii) delegated by the Board pursuant to Section 2.8.8. All powers and duties of the Board shall be exercised in accordance with the standards established in Section 16-6a-822 of the Act.

Board Powers and Duties

Generally, the Board can exercise all powers of the Master Association that are not reserved exclusively to the Neighborhood Representatives and/or the Members. The Board is also granted the following specific powers and duties:

- *Select and remove officers, agents and employees*
- *Contract for services and maintenance*
- *Conduct, manage and control the Master Association*
- *Enforce the Governing Documents*
- *Delegate duties*
- *Grant certain easements or licenses*
- *Keep records of Master Association affairs*
- *Retain a Community Manager*
- *Appoint Neighborhood Representatives or alternates if Neighborhoods fail to elect them*
- *Change principal office, set meeting locations, adopt corporate seal*
- *Fix and levy assessments*
- *Contract and pay for insurance*
- *Adopt the Bylaws*
- *Sell a portion of the Master Association Property (see Section 2.8.12 of these Bylaws)*
- *Enter into agreements*
- *Appoint members of the Aesthetics Review Committee and create a Nominating Committee or other Committees the Board deems appropriate*

2.8. SPECIAL POWERS AND DUTIES.

Without limiting the scope of the Board's general powers and duties, the Board is also granted the following powers and duties:

2.8.1. Officers, Agents and Employees.

The power and duty to select, appoint and remove all Master Association officers, agents and employees, to prescribe such powers and duties for them as may be consistent with law and with the Governing Documents, to fix their compensation, to require from them security for faithful service when the Board deems advisable, and to contract to provide them with such indemnification from the Master Association as the Board determines is appropriate.

2.8.2. Neighborhood Representatives.

The power granted in Section 4.4.2 to appoint Neighborhood Representative or alternates when Members fail to elect them along with the power granted in Section 4.4.2 to remove Neighborhood Representatives or alternates who fail to perform their duties.

2.8.3. Contracts.

The power to enter into contracts. This includes the power and duty to contract and pay for maintenance, landscaping, utilities, materials, supplies and services relating to the Master Association Property, to retain Persons necessary to operate the Properties, including legal and accounting services, to contract and pay for maintenance and installation of Improvements on the Master Association Property, and to contract to provide services to areas outside of the Properties when the Board determines that the Master Association will be appropriately compensated and providing the services will not unreasonably burden the Master Association. The contracts the Board is authorized to enter into on behalf of the Master Association include agreements for Telecommunications Services, agreements with any nonprofit corporations or Local Governmental Agencies and agreements with the Declarant, Neighborhood Builders, and the Owners regarding funding, maintenance or operation of the Properties.

2.8.4. Principal Office, Place of Meetings, Seal.

The power but not the duty to change the Master Association's principal office from one location to another within Lehi City; to designate any place within Lehi City for meetings of Members or Neighborhood Representatives; to adopt and use a corporate seal and to alter the form of such seal.

2.8.5. Assessments.

The power and duty to fix, levy and collect Assessments, as provided in the Master Declaration. Subject to any limits imposed by the Governing Documents, the Board may incur expenditures for any permitted purpose and accumulate reserves. The funds collected by the Board from the Members for reserves, maintenance recurring less frequently than annually, and capital improvements, is at all times held in trust for the Members. Disbursements from reserve funds may only be made in accordance with the Master Declaration.

2.8.6. Enforcement.

The power to enforce the Governing Documents and any agreements entered into by the Master Association and to impose sanctions against members for violations of the Governing Documents. Without limiting the foregoing, the Master Association shall have the power to impose liens on property of members of the Master Association for unpaid assessments that are imposed by the Master Association, and to foreclose those liens in accordance with applicable laws of the Master Declaration as amended from time to time.

2.8.7. Insurance.

The power and duty to contract and pay for insurance in accordance with the Master Declaration.

2.8.8. Delegation.

The power but not the duty to delegate its powers according to law.

2.8.9. Governing Documents.

The power to adopt these Bylaws and amend these Bylaws as authorized and limited in Section 6.1 along with the power to adopt, amend or restate such other Governing Documents as authorized in the Governing Document.

2.8.10. Conveyances.

The power but not the duty to grant or quitclaim exclusive or nonexclusive easements, licenses or rights of way in, on, or over the Master Association Property for purposes consistent with the intended use of the Properties as a master planned community.

2.8.11. Records.

The power and duty to keep, or cause to be kept, a complete record of Master Association acts and corporate affairs.

2.8.12. Sale of Property.

The power but not the duty to sell property of the Master Association; provided, however, that Neighborhood Representatives must approve any sale during any Fiscal Year of Master Association Property having an aggregate fair market value greater than five percent (5%) of the Master Association's budgeted gross expenses for that Fiscal Year.

2.8.13. Community Manager.

The power to engage a Community Manager for the Master Association at a compensation established by the Board to fulfill such duties and provide such services as the Board authorizes.

2.9. BOOKS, AUDIT.

The Board shall distribute to all Members (and any Beneficiary, insurer and guarantor of a first Mortgage upon request) the financial and other information required by Act Sections 16-6a-1601 *et. seq.* When appropriate, financial information for each Special Benefit Area and the General Assessment Component of Common Assessments shall be prepared separately.

2.10. COMPENSATION.

Directors may not receive any salary or compensation for their services as Directors unless such compensation is approved by the Neighborhood Representatives; provided, however, that (i) nothing in these Bylaws precludes any Director from serving the Master Association in some

other capacity and receiving compensation therefor, and (ii) any Director may be reimbursed for actual expenses incurred in performance of Master Association duties.

2.11. MEETINGS.

2.11.1. Attendance.

Any meeting of the Board may be held by conference telephone or through use of any other communication equipment, so long as the requirements for attendance at a meeting through the selected method established by the Act are met. In these cases, all Directors will be deemed to be present in person at the meeting. All meetings of the Board except executive sessions must be open to all Members and Neighborhood Representatives to the extent of space available. Directors may not act by proxy.

2.11.2. Organization Meeting of Board.

The first regular meeting of a newly elected Board ("Organization Meeting") must be held within thirty (30) days of election of the Board, at such place as is fixed and announced by the Directors when such Directors were elected. At the Organization Meeting, the Directors shall organize, elect officers and transact other business.

2.11.3. Regular Meetings of Board.

Regular meetings may be held at such time and place within the Properties as is determined by a resolution adopted by the Board; provided, however, that such meetings must be held no less frequently than quarterly. Regular meetings of the Board may be held without notice to the Board if the time and place of such meetings are fixed by the Board. Otherwise, notice of regular meetings must be given in the manner required for special meetings of the Board by Section 2.11.4.

2.11.4. Special Meetings of Board.

Special meetings may be called by the President or by any two (2) Directors upon not less than two (2) days' notice to Board members delivered personally or by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, facsimile, electronic mail, or other electronic means. The notice must state the date, time and place of the meeting.

2.11.5. Executive Sessions.

The Board may convene in executive session to discuss and vote upon personnel matters, litigation, matters relating to the formation of contracts with third parties, Member discipline or any other matters the Board determines should be kept confidential. The general nature of any business to be considered in executive session must be announced in an open session held before or after the executive session and must be generally noted in the minutes of a Board meeting. In any matter relating to the discipline of a Member, the Board shall meet in executive session if requested by that Member. The Member may attend the executive session.

2.11.6. Waiver of Notice.

Before or at any meeting of the Board, any Director may, in writing, waive personal notice of such meeting and such waiver is equivalent to giving notice to such Director. Attendance by a Director at any Board meeting waives personal notice of the time and place of the meeting unless

the Director complies with the requirements of Act Section 16-6a-815 for objecting to the meeting. The transactions of any Board meeting, however called and noticed or wherever held, are valid as if they occurred at a meeting duly held after regular call and notice, if a quorum is present and either before or after the meeting, each of the Directors not present signs a written waiver of notice. The Secretary shall file all waivers with the Master Association's records or make them a part of the minutes of the meeting.

2.12. ACTION WITHOUT MEETING.

The Board may act without a meeting if the requirements of Act Section 16-6a-813 are met. Written consents must be filed with the minutes of the proceedings of the Board. Within thirty (30) days after the written consents of all Directors have been obtained, an explanation of any action taken by written consent without a meeting must be communicated to the Members by any means the Board determines is appropriate.

2.13. QUORUM AND ADJOURNMENT.

Except as otherwise expressly provided in these Bylaws, at all meetings of the Board, a majority of the Directors constitutes a quorum for the transaction of business, and the acts of a majority of the Directors present at a meeting at which a quorum is present are the acts of the Board. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting to another time.

2.14. COMMITTEES.

2.14.1. Generally.

The Board may, by resolution, designate such advisory and other committees as it desires, and may establish the purposes and powers of each such committee. The resolution designating and establishing the committee must (a) provide for appointment of its members and a chairman, (b) state the purposes of the committee, and (c) provide for reports, termination and other administrative matters the Board deems appropriate. All committees are required to keep minutes of their meetings. Committee meeting minutes shall be maintained at the Master Association's principal office or at such other place as the Board may designate. Committee meetings must be open to Members and Neighborhood Representatives to the extent of space available unless the Board authorizes the Committee to meet in executive sessions.

2.14.2. Nominating Committee.

The Board may form a Nominating Committee to solicit volunteers to serve as Neighborhood Representatives and alternates, serve as Board members or fill other Master Association positions. At the Board's direction, the Nominating Committee will also be responsible for assisting candidates for Master Association offices in becoming familiar with their potential duties and responsibilities. The Nominating Committee may, at the Board's request, assist in preparing and distributing election materials. Any member of the Board, any Owner in the Properties and agents of Owners of Lots outside of the Residential Area may serve on the Nominating Committee. If a Nominating Committee is not formed, the Board shall perform the duties of the Nominating Committee.

2.14.3. Special Benefit Area Committee.

The Board may delegate certain duties involving managing any Special Benefit Area to a committee composed of the Neighborhood Representatives for and Members of the Neighborhoods within the Special Benefit Area. The Board may make the committee responsible for oversight of all aspects of operation of the Special Benefit Area including preparing all financial information and contracting for services for the Special Benefit Area. The Board, at its option, may assign a representative of the Community Manager to act as the Special Benefit Area manager and assist the committee in performing its duties. The scope of the powers of the committee, procedures for operation and any other rules needed to operate the committee may be established by the Board in the Community Guidelines.

ARTICLE III OFFICERS

This Article describes the responsibilities of the different officers of the Master Association. Officers of the Master Association are elected annually by the Board of Directors and serve at the pleasure of the Board.

3.1. DESIGNATION.

The Master Association's principal officers are a President, a Vice President, a Secretary, and a Chief Financial Officer, all elected by the Board. The Board may appoint an Assistant Financial Officer, an Assistant Secretary and such other officers as it determines to be necessary. Officers other than the President need not be Directors. Any person may hold more than one office. Except for Declarant and Neighborhood Builder representatives, anyone serving as a Neighborhood Corporation board member or officer cannot be a Master Association officer.

3.2. ELECTION OF OFFICERS.

The Board shall annually elect the Master Association's officers at the new Board's Organization Meeting. Each officer shall hold his office at the pleasure of the Board, until he resigns, is removed, is otherwise disqualified to serve, or his successor is elected and qualified to serve.

3.3. REMOVAL OF OFFICERS.

Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and his successor elected. Any officer may resign at any time by giving written notice to the Board or to the President or Secretary. Any such resignation is effective on the date of receipt of the resignation or at any later time specified in the resignation. Unless specified in the resignation, acceptance of the resignation by the Board is not necessary to make it effective.

3.4. COMPENSATION.

Officers may not receive any salary or compensation for their services as officers unless such compensation is approved by the Neighborhood Representatives; provided, however, that (i) nothing in these Bylaws precludes any officer from serving the Master Association in some other capacity and receiving compensation therefor, (ii) any officer may be reimbursed for actual expenses incurred in the performance of Master Association duties, and (iii) no officer, employee

or director of Declarant, a Neighborhood Builder or any affiliate of Declarant or Neighborhood Builder may receive any compensation for service as an officer of the Master Association.

3.5. PRESIDENT.

The President is the chief executive officer of the Master Association and is responsible for the following:

3.5.1. Meetings.

Presiding at all Master Association, Neighborhood Representative and Board meetings,

3.5.2. General Powers.

Exercising all general powers and duties which are usually vested in the office of the President of a corporation,

3.5.3. Supervision.

Subject to the control of the Board, exercising general supervision, direction and control of the Master Association's business, and

3.5.4. Other Powers.

Exercising such other powers and duties as may be prescribed by the Board or these Bylaws.

3.6. VICE PRESIDENT.

The Vice President shall take the President's place and perform the President's duties whenever the President is absent, disabled, refuses or is unable to act. If neither the President nor the 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 prescribed by the Board or these Bylaws.

3.7. SECRETARY.

The Secretary is responsible for the following:

3.7.1. Minutes.

Ensuring minutes and other records of all meetings of the Board, Neighborhood Representative meetings and decisions and Master Association committee meetings are taken and kept at the Master Association's principal office or such other place as the Board may direct,

3.7.2. The Seal.

Keeping the Master Association's seal in safe custody,

3.7.3. Other Master Association Documents.

Keeping charge of such books and papers as the Board may direct,

3.7.4. Notices of Meetings.

Giving, or causing to be given, notices of meetings of the Members, Neighborhood Representatives and of the Board,

3.7.5. **Records.**

Keeping the information required by Act Section 16-6a-1601 and authenticating records of the Master Association,

3.7.6. **Membership Register.**

Maintaining or causing to be maintained a record book of Members, listing the names, mailing addresses, e-mail addresses, and telephone numbers of the Members as furnished to the Master Association ("Membership Register") and recording or causing to be recorded the termination or transfer of ownership by any Member in the Membership Register, together with the date of the transfer, and

3.7.7. **Miscellaneous.**

In general, performing all duties incident to the office of Secretary, and performing such other duties as prescribed by the Board or these Bylaws.

3.8. **CHIEF FINANCIAL OFFICER.**

The Chief Financial Officer is responsible for Master Association funds. The Chief Financial Officer is responsible for the following:

3.8.1. **Books of Account.**

Keeping, or causing to be kept, full and accurate accounts, tax records and records of business transactions of the Master Association, including accounts of all assets, liabilities, receipts and disbursements in books belonging to the Master Association,

3.8.2. **Valuables.**

Being responsible for the deposit of all money and other valuable effects in the name and to the credit of the Master Association in such depositories as the Board designates,

3.8.3. **Disbursements.**

Disbursing the Master Association's funds as ordered by the Board,

3.8.4. **Accounting.**

Rendering to the President and Directors, upon request, an account of all transactions and of the Master Association's financial condition, and

3.8.5. **Other Powers.**

Exercising such other powers and performing such other duties prescribed by the Board or these Bylaws.

ARTICLE IV NEIGHBORHOOD REPRESENTATIVES

Each Neighborhood is assigned a Neighborhood Representative to represent the Members when voting on certain issues. This Article describes the duties of the Neighborhood Representatives, establishes the procedures for the Members to use when electing their

Neighborhood Representatives, and establishes the procedures Neighborhood Representatives must follow when they must vote on issues. Each Neighborhood Representative is entitled to cast the number of votes equal to the number of votes assigned to the Members the Neighborhood Representative represents. For example, if the Neighborhood Representative represents a Neighborhood composed of forty Residences, all owned by Persons who are not the Declarant, the Neighborhood Representative will have forty votes. The Declarant will have its own representative, called the "Declarant's Neighborhood Representative" who will be appointed by the Declarant and entitled to cast all votes held by the Declarant.

Neighborhood Representative Responsibilities:

- Attend Neighborhood Representative Meetings
- Cooperate with the Master Association Board
- Publicize Social Events
- Inform Members of Actions
- Assist Nominating Committee
- Coordinate Member Votes

4.1. ESTABLISHMENT OF DELEGATES.

Each Neighborhood defined in the Master Declaration and Supplemental Declarations shall be represented by a Neighborhood Representative and an alternate Neighborhood Representative. The Neighborhood Representatives described in this Article are "Delegates" given some of the authority of the Members as defined in Act Section 16-6a-613. The powers, duties, qualifications and other aspects of the Neighborhood Representatives are established in this Article. This Article is an exclusive and permanent assignment of rights and powers of Members to the Neighborhood Representatives. Any right or power given to the Neighborhood Representatives cannot be exercised by the Members.

4.2. POWERS AND DUTIES.

Neighborhood Representatives have the following powers and duties:

4.2.1. Attend Neighborhood Representative Meetings.

The duty to regularly attend meetings of the Neighborhood Representatives and participate in all votes of the Neighborhood Representatives.

4.2.2. Neighborhood Meetings.

The duty to preside over meetings of their Neighborhoods.

4.2.3. Special Benefit Areas.

The duty to participate in the operation of the Special Benefit Areas as required by the Board.

4.2.4. Cooperation with the Board.

The duty to cooperate with the Master Association Board to distribute information to Members and, when requested, assist in distributing and collecting ballots or proxies of the Members.

4.2.5. Publicizing Social Events.

The duty to assist in publicizing social events at the request of the Board.

4.2.6. **Inform Members.**

The duty to promptly inform Members the Neighborhood Representative represents of proposed and final actions of the Neighborhood Representatives.

4.2.7. **Assist Nominating Committee.**

The duty to assist the Nominating Committee and the Board in the search for volunteer replacement Directors, Neighborhood Representatives and alternates or committee members.

4.2.8. **Coordinate Member Votes.**

The duty to assist the Board of Directors when Members votes are taken and perform such other duties in connection with Member votes as are assigned by the Board.

4.2.9. **Additional Duties.**

The duty to fulfill such other duties as are assigned to the Neighborhood Representatives by the Board.

4.2.10. **Limits on Powers and Duties.**

Neighborhood Representatives shall not have any powers and duties except those described in this Section 4.2.

4.3. QUALIFICATION.

4.3.1. **Qualifications for Nomination.**

Anyone nominated to serve as a Neighborhood Representative or alternate must be a natural person who is at least eighteen years old and one of the following:

- (a) An Owner of a Lot or Condominium in the Neighborhood the person wishes to represent who is not a Master Association Board member, or
- (b) An agent of either Declarant, or a Neighborhood Builder or an Owner of Property outside of the Residential Area.

4.3.2. **Qualifications for Holding Office.**

Neighborhood Representatives must satisfy the following requirements while they serve in office:

- (a) Not be absent from three (3) consecutive meetings of the Neighborhood Representatives;
- (b) Attend at least seventy-five percent (75%) of the Neighborhood Representative meetings held each year and attend the entire meeting.
- (c) Be a Member in good standing or agent of a Member in good standing.

The following chart shows the schedule for selecting Neighborhood Representatives in Neighborhoods without Neighborhood Corporations. Neighborhood Representatives can be elected by vote at a meeting of the Neighborhood or by written ballot.

↓ 0 – 70 days before meeting	↓ 0 – 70 days before meeting	↓ before meeting	↓ Date set by Board	↓ Within 6 months after first Close of Escrow in a Neighborhood
<i>set record date for Members receiving notice of meeting (not applicable if vote is by written ballot)</i>	<i>set record date for Members entitled to vote</i>	<i>notice of meeting sent out (not applicable if vote is by written ballot) in accordance with a schedule set by the Act</i>	<i>ballot sent out (not applicable if vote is at meeting)</i>	<i>select Neighborhood Representative and alternate by written ballot or at a meeting</i>

There are three types of Neighborhood Representatives: those who represent Neighborhoods without Neighborhood Corporations, those who represent Neighborhoods with Neighborhood Corporations, and the Declarant's Neighborhood Representative. In Neighborhoods without Neighborhood Corporations, the first Neighborhood Representative's term of office is set in the Master Declaration or a Supplemental Declaration. After the first Neighborhood Representative serves his term, the following Neighborhood Representatives will serve three-year terms. For each Neighborhood with a Neighborhood Corporation, the Neighborhood Representative is the President of the Neighborhood Corporation so his term will be the same as his term of office as President. The same rules apply to terms of office for alternate Neighborhood Representatives. The Declarant's Neighborhood Representative's term of office is indefinite. He will serve until either the Declarant appoints a replacement or the Declarant's right to have the Declarant's Neighborhood Representative expires.

4.4. GENERAL RULES.

4.4.1. Selection of First Neighborhood Representative.

The first Neighborhood Representative and alternate for each Neighborhood must be selected within six (6) months after the first Close of Escrow in the Neighborhood.

4.4.2. Neighborhood With No Representation.

If, for any reason, a Neighborhood does not have a Neighborhood Representative or an alternate, the Board shall have the power to appoint a qualified person to fill the position. At the Board's request, the Nominating Committee will seek volunteers to fill the position. If no qualified person is willing to serve as a Neighborhood Representative, the President of Master Association will be the Neighborhood Representative. Notices of all appointments must be distributed to the Members in the affected Neighborhoods within no more than sixty (60) days after the date of the appointment.

4.4.3. **Term of Office.**

Neighborhood Representatives and alternates may serve consecutive terms. There is no maximum limit on the number of terms a person can serve as a Neighborhood Representative or alternate.

4.4.4. **Vacancies.**

A vacancy in the office of a Neighborhood Representative shall exist on the occurrence of the following: (a) the death or written resignation of any Neighborhood Representative; (b) the declaration by resolution of the Board of a vacancy in the office of a Neighborhood Representative who has not satisfied the requirements set in Section 4.3.2; (c) the failure of Members to elect a Neighborhood Representative; or (d) the occurrence of any other events resulting in a vacancy as provided under the Act.

4.4.5. **Removal by the Master Association Board.**

The Master Association Board has the power to remove any Neighborhood Representative who the Board determines is not performing the duties of a Neighborhood Representative listed in Section 4.3.2.

4.5. **NEIGHBORHOODS WITHIN A SINGLE NEIGHBORHOOD CORPORATION'S JURISDICTION.**

Where all Residences subject to a Neighborhood Declaration also comprise all of the Residences in a Neighborhood, the rules established in this Section apply. For all other Neighborhoods, the rules established in Section 4.6 apply.

4.5.1. **Selection of Neighborhood Representative and Alternate.**

The president of the Neighborhood Corporation created pursuant to that Neighborhood Declaration shall be the Neighborhood Representative. The board of directors of the Neighborhood Corporation shall appoint one of the board members as the alternate Neighborhood Representative.

4.5.2. **Term of Office.**

The term of office for each Neighborhood Representative and alternate shall be coincident with such person's term of office as an officer or director of the Neighborhood Corporation.

4.5.3. **Vacancies.**

Vacancies in the Neighborhood Representative position will be filled by the new President of the Neighborhood Corporation. Vacancies in the alternate Neighborhood Representative position will be filled by the board of directors of the Neighborhood Corporation.

4.5.4. **Removal.**

An officer or director of a Neighborhood Corporation serving as a Neighborhood Representative or alternate is deemed removed concurrently with his or her removal as an officer or director of the Neighborhood Corporation.

4.6. **OTHER NEIGHBORHOODS.**

4.6.1. **Selection of Neighborhood Representative and Alternate.**

Neighborhood Representatives and alternates shall be selected in an election set by the Board of Directors. The election may be held at a meeting of the Neighborhood or by written ballot as determined by the Board. The Board of Directors or the Nominating Committee will solicit applications from Members in the Neighborhood to serve as the Neighborhood Representative for a period ending at least thirty (30) days before the date of the Neighborhood Representative election. If, after the close of nominations, only one person is nominated as the Neighborhood Representative, the Board may, without further action, declare that the person who was nominated and qualified to be elected has been elected.

4.6.2. **Quorum and Approval.** At least a majority of the voting power in the Neighborhood holding the election must cast votes for the election to be valid. If the election is valid, the person receiving the highest number of votes will be the Neighborhood Representative and the person receiving the second highest number of votes will be the alternate Neighborhood Representative.

4.6.3. **Term of Office.** The term of office of the first Neighborhood Representative and alternate will begin on the date the Neighborhood Representative and alternate are selected and terminate on the date set in the Master Declaration or a Supplemental Declaration. The term of office of all other Neighborhood Representatives and alternates shall be three (3) years.

4.6.4. **Vacancies.** Vacancies occurring for any reason other than expiration of a Neighborhood Representative's term shall first be filled by the alternate Neighborhood Representative. If there is no alternate Neighborhood Representative, then the vacancy shall be filled by either a vote of the Members in the Neighborhood or the Board. If the alternate Neighborhood Representative becomes the Neighborhood Representative, a new alternate shall be selected either a vote of the Members in the Neighborhood or the Board. Any person selected to fill a vacancy occurring before expiration of a term of office shall serve the remainder of the unexpired term of office of the predecessor Neighborhood Representative or alternate.

4.6.5. **Removal.** Neighborhood Representatives and alternates may be removed by the Members in their Neighborhoods before the expiration of their terms of office. A Neighborhood Representative or alternate is removed if the number of votes cast for removal would be sufficient to elect the Neighborhood Representative or alternate. Members in a Neighborhood who wish to have a Neighborhood Representative or alternate removed must direct their requests to the Nominating Committee. At least five percent (5%) of the Members in a Neighborhood must sign a petition for removal before the Nominating Committee is required to hold a removal election. The removal election may be held at a meeting or by written ballot. If a removal election is held, the Neighborhood Representative or alternate whose removal has been proposed must be given an opportunity to be heard. If the Neighborhood Representative or alternate is removed, a replacement may be elected at the same time. The Board may establish additional procedures for removal elections in the Community Guidelines.

4.6.6. **Voting by Proxy.**

Votes may be cast at a meeting in person or by proxy. Proxies must comply with Act Action 16-6a-712.

4.6.7. **Place of Meetings.**

Meetings shall be held in the Properties or such other practical and convenient place in the City as designated by the Board.

4.6.8. **Calling Meetings.**

The Board shall call a meeting of the Members in a Neighborhood (a) as directed by resolution of a majority of a quorum of the Board, (b) by request of any Person authorized by a resolution of the Board to call a meeting, or (c) upon receipt of a petition that states the purpose for which the meeting is to be held and which is signed by Members representing at least ten percent (10%) of the Master Association's voting power in the Neighborhood. The Secretary shall give notice of any meeting within thirty (30) days after adoption of such resolution or receipt of such request or petition. The notice must state the date, time and places of such meeting and the general nature of the business to be transacted. The meeting must be held not less than thirty-five (35) nor more than ninety (90) days after adoption of such resolution or receipt of such request or petition. No business may be transacted at a meeting except as stated in the notice.

4.6.9. **Notice.**

The Secretary shall send a notice of each meeting delivered (i) in a manner and within the timeframes set by Act Section 16-6a-704(3), or (ii) in any other fair and reasonable manner set by the Board. The Notice must include the date, place and time of the meeting and any other information required by Act Section 16-6a-704. The notice may set forth time limits for speakers and other procedures for running the meeting.

4.6.10. **Record Dates.**

The Board may fix a date as a record date for determining which Members are entitled to notice of any meeting of a Neighborhood. The record date so fixed must be not more than seventy (70) days before the date of the meeting. If the Board does not fix a record date for notice, the record date is the close of business on the business day preceding the day on which notice is given. In addition, the Board may fix a date in the future as a record date for the determination of the Members entitled to vote at any meeting of a Neighborhood or Special Benefits Area or by written ballot. The record date so fixed must be not more than seventy (70) days before the date of the meeting or cut off date for receipt of the ballot. If the Board does not fix a record date for determining Members entitled to vote, Members on the day of the meeting or the date the written ballot is distributed who are otherwise eligible to vote are entitled to vote at the meeting.

4.6.11. **Order of Business.**

Meetings must be conducted in accordance with a recognized system of parliamentary procedure or such parliamentary procedures as the Master Association may adopt. The order of business at all meetings of a Neighborhood is as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting (if any); (d) unfinished business; and (e) new business.

4.6.12. **Action By Written Ballot.**

Any action which may be taken at a meeting of the Members in a Neighborhood may be taken without a meeting by written ballot. Ballots must be distributed to every member in the Neighborhood entitled to vote and be solicited and returned in the same manner as provided for the giving of notice of meetings. Such solicitations must specify (a) the number of responses needed to meet the quorum requirements, (b) the percentage of approvals necessary to approve the action, (c) the time by which ballots must be received to be counted, and (d) must be accompanied by written information sufficient to permit the members to reach an informed decision on the matter. The form of written ballot set forth each proposed action and must afford an opportunity to specify a choice between approval and disapproval of each matter. Receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting, and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast, constitutes approval by written ballot. Written ballots may not be revoked.

4.6.13. Distribution of Ballots.

The Board will provide copies of the ballot and any accompanying information to the appropriate Neighborhood Representatives. At the Board's request, the Neighborhood Representatives will assist in collecting written ballots from Members and returning written ballots to the Board.

4.6.14. Action By Written Consent.

Any action that may be taken by a Neighborhood may be taken by written consent in accordance with the procedure established in Act Section 16-6a-707.

4.6.15. Minutes, Presumption of Notice.

Minutes or a similar record of the proceedings of meetings of Members in a Neighborhood, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the Minutes executed by the Secretary that notice of the meeting was properly given constitutes prima facie evidence that such notice was given.

4.7. **DECLARANT'S NEIGHBORHOOD REPRESENTATIVE.**

Declarant is entitled to appoint one (1) Neighborhood Representative ("Declarant's Neighborhood Representative") to represent Declarant at all meetings of the Neighborhood Representatives and to cast all of the Class B votes which Declarant is entitled to cast. At any time, Declarant may change the person which it has appointed to serve as Declarant's Neighborhood Representative and may also designate an alternate Declarant's Neighborhood Representative. Declarant must give written notice to the Board before any such appointment or change in appointment is effective.

4.8. **VOTING.**

For a partial list of the issues to be voted on by Neighborhood Representatives, see the chart in Article V.

4.8.1. Generally.

Neighborhood Representatives must act personally at a meeting, by written consent or by written ballot, and may not act by proxy. If a Neighborhood Representative is not present at a meeting of the Neighborhood Representatives, then the alternate for such absent Neighborhood Representative may attend the meeting and exercise all Neighborhood Representative powers. If the previously absent Neighborhood Representative arrives before the adjournment of a meeting, the alternate is no longer entitled to act in the place of such Neighborhood Representative; provided that such relinquishment of authority by the alternate does not invalidate any matter previously voted or acted upon by the alternate in his or her temporary capacity as Neighborhood Representative. Each Neighborhood Representative shall exercise his voting power as the Neighborhood Representative determines is appropriate. Declarant's Neighborhood Representative shall exercise all of the Class B voting power. All votes represented by Declarant's Neighborhood Representative shall be cast in the manner directed by Declarant.

4.8.2. **Soliciting Member Views.**

When Neighborhood Representatives have notice in advance of a vote that will be taken, the Neighborhood Representatives shall solicit opinions from the Members they represent to identify the Members' views regarding the issue to be voted on. Within sixty (60) days after a vote is taken, the Board will announce the results of the vote and the way each Neighborhood Representative voted.

4.8.3. **Quorum and Approval.**

The presence in person of Neighborhood Representatives representing at least a majority of the Master Association's voting power constitutes a quorum. The Neighborhood Representatives present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Neighborhood Representatives to leave less than a quorum, if any action taken (other than adjournment) is approved by the votes required in Section 4.8.4 (or such greater percentage of Neighborhood Representatives as may be required by the Governing Documents for any specific action). The affirmative vote of Neighborhood Representatives representing a majority of a quorum of the voting power of the Classes of Membership required by Section 1.6.2 constitutes approval.

4.9. **MEETINGS.**

4.9.1. **Place of Meetings of Neighborhood Representatives.**

Meetings of the Neighborhood Representatives shall be held in the Properties or such other practical and convenient place within the City as designated by the Master Association's Board.

4.9.2. **Annual Meetings of Neighborhood Representatives.**

The Neighborhood Representatives shall gather once a year for an annual meeting. The date of the first annual meeting of Neighborhood Representatives shall be set by the Board, but shall be no later than one (1) year after the first Close of Escrow in the Properties. Thereafter, the annual meetings shall be held on or about the anniversary date of the first annual meeting. The annual meetings of the Neighborhood Representatives shall be open to attendance by all Members and first Mortgagee representatives to the extent of the space available in the meeting room.

4.9.3. **Special Meetings of Neighborhood Representatives.**

The President shall call a special meeting of all Neighborhood Representatives, as directed by resolution of a majority of a quorum of the Board, request from any Person authorized by the Board to call a special meeting, or upon receipt of a petition signed by Members or Neighborhood Representative(s) representing at least ten percent (10%) of the Master Association's voting power. The Secretary shall give notice of any special meeting within twenty (20) days after adoption of such resolution or receipt of such request or petition. The notice must state the date, time and place of the meeting and the general nature of the business to be transacted. The special meeting must be held not less than thirty-five (35) days nor more than ninety (90) days after adoption of such resolution or receipt of such petition. No business may be transacted at a special meeting except as stated in the notice. Special meetings of the Neighborhood Representatives are open to attendance by all Members and first Mortgagee representatives to the extent of the space available in the meeting room.

4.9.4. **Adjourned Meetings.**

If any meeting of Neighborhood Representatives cannot be organized because a quorum is not present, Neighborhood Representatives representing a majority of the voting power present may adjourn the meeting to another time.

4.9.5. **Notice of Meetings.**

The Secretary must send a notice of each meeting of Neighborhood Representatives to each Neighborhood Representative of record, to the Members, and to each first Mortgagee who has filed a written request for notice with the Secretary, (i) in a manner and within the time frames set by Act Section 16-6a-704(3)(a), or (ii) in any other fair and reasonable manner set by the Board. The notice must include the date, place and time of the meeting any other information required by Act Section 16-6a-704.

4.9.6. **Record Date.**

The Board may fix a date as a record date for determining the voting power represented by each Neighborhood Representative. The record date so fixed must be not more than seventy (70) days before the date of the meeting or the date the written ballot is distributed. If the Board does not fix a record date, the record date is the close of business on the business day preceding the day on which the meeting is held or the ballot is distributed.

4.9.7. **Order of Business.**

Meetings of Neighborhood Representatives must be conducted in accordance with a recognized system of parliamentary procedure or such parliamentary procedures as the Master Association's Board may adopt. The order of business at all meetings of the Neighborhood Representatives is as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) unfinished business; and (g) new business.

4.10. **ACTION BY WRITTEN BALLOT.**

Any action which may be taken at a meeting of the Neighborhood Representatives may be taken without a meeting by written ballot of the Neighborhood Representatives. Ballots must be distributed to every Neighborhood Representative entitled to vote in the same manner as provided in Section 4.9.5 for the giving of notice of meetings of Neighborhood Representatives. Ballot solicitations must specify (a) the number of responses needed to meet the quorum

requirements, (b) the percentage of approvals necessary to approve the action (other than the election of Directors), (c) the time by which ballots must be received to be counted, and (d) be accompanied by written information sufficient to permit the Neighborhood Representative to reach an informed decision on the matter. The form of written ballot must afford set forth each proposed action and an opportunity to specify a choice between approval and disapproval of each matter. Receipt within the time period specified in the solicitation of both (A) a number of ballots representing voting power which equals or exceeds the quorum which would be required if the action were taken at a meeting, and (B) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of votes cast by written ballot, constitutes approval by written ballot. Written ballots may not be revoked.

4.11. ACTION BY WRITTEN CONSENT.

Any action that may be taken by the Neighborhood Representatives, except election of Directors, may be taken by written consent in accordance with the procedure established in Act Section 16-6a-707.

4.12. MINUTES, PRESUMPTION OF NOTICE.

Minutes or a similar record of the proceedings of meetings of Neighborhood Representatives, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the Minutes executed by the Secretary that notice of the meeting was properly given constitutes prima facie evidence that such notice was given.

**ARTICLE V
ACTIONS BY MASTER ASSOCIATION MEMBERS**

This Article describes how the Members make decisions, the minimum quorum requirement for Member votes, the number of Members required to approve proposals and other procedures involved with seeking Member approval of matters. Because the Master Association may eventually have several thousand Members, decisions to be made by the entire Membership will be made by written ballot and not at meetings. In some circumstances, such as when Neighborhood Representatives are elected, meetings of Members in a Neighborhood may be held. Other parties are given the right to approve actions of the Master Association too.

Other parties are given the right to approve actions of the Master Association. The following is a summary of the issues that can be decided by the various parties.

<i>Board of Directors</i>	<ul style="list-style-type: none"> • <i>All issues that are not reserved exclusively to the Members and/or the Neighborhood Representatives and amendments to the Articles</i>
<i>Neighborhood Representatives</i>	<ul style="list-style-type: none"> • <i>Certain amendments to the Master Declaration, the Articles and the Bylaws</i> • <i>Assessment increases and imposition of special assessments</i>

	<ul style="list-style-type: none"> • <i>Annexations to the Properties that are not made by the Declarant or Neighborhood Builders</i> • <i>Directors' and officers' compensation (if any)</i>
<i>The Entire Membership</i>	<ul style="list-style-type: none"> • <i>Certain amendments to the Bylaws and the Master Declaration</i> • <i>Litigation expenses the Master Association will incur as a plaintiff</i>
<i>Each Neighborhood</i>	<ul style="list-style-type: none"> • <i>Elect and remove the Neighborhood Representative for that Neighborhood</i>
<i>Declarant</i>	<ul style="list-style-type: none"> • <i>Certain amendments to the Articles, Bylaws and the Master Declaration</i> • <i>Certain actions of the Master Association listed in Section 5.3 of the Master Declaration</i>
<i>First Mortgagees</i>	<ul style="list-style-type: none"> • <i>Items listed in Master Declaration Section 14.2.3</i>

5.1. VOTING RIGHTS.

The Master Association's classes of voting Membership are set forth in Section 1.6.1.

5.2. ACTIONS BY THE ENTIRE MEMBERSHIP.

The requirement for holding an annual meeting of the Members is eliminated. Any actions that must be taken by the entire Membership of the Master Association shall be taken by written ballot in accordance with the following procedure.

5.2.1. Quorum Requirement.

A majority of the Master Association's voting power constitutes a quorum of the Membership.

5.2.2. Approval Requirement.

Any action which may be taken by the Members of the Master Association must be approved by a majority of a quorum of the voting power of the classes of membership as required by Section 1.6.2.

5.2.3. Record Date.

The Board may fix a date in the future as a record date for determining which Members are entitled to vote. The record date so fixed must be not more than seventy (70) days before the date of the vote. If the Board does not fix a record date for determining Members entitled to vote, Members on the date the written ballot is distributed who are otherwise eligible to vote are entitled to vote.

5.2.4. Action By Written Ballot.

Ballots must be delivered to every Member entitled to vote. Solicitations for ballots must specify (a) the number of responses needed to meet the quorum requirements, (b) the percentage of approvals necessary to approve the action, (c) the time by which ballots must be received to be counted, and (d) be accompanied by written information sufficient to permit the Member to reach an informed decision on the matter. The form of written ballot must set forth each

proposed action and afford an opportunity to specify a choice between approval and disapproval of each matter.

5.2.5. Approval by Ballot.

Receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting, and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast, constitutes approval by written ballot. Written ballots may not be revoked.

5.2.6. Distribution of Ballots.

The Board will also provide copies of the ballots and accompanying materials to the Neighborhood Representatives. At the Board's request, the Neighborhood Representatives will assist in collecting written ballots from Members and returning written ballots to the Board.

**ARTICLE VI
AMENDMENTS TO BYLAWS**

6.1. BOARD APPROVAL.

These Bylaws may be amended by a majority of the entire Board, if the amendment (i) is within the Board's power to adopt without Member approval pursuant to the Act and (ii) is not listed in Section 6.2. Any other amendment to these Bylaws requires approval by a majority of the entire Board and any other approvals required by Section 6.2.

6.2. NEIGHBORHOOD REPRESENTATIVE APPROVAL.

Amendments to these Bylaws shall require the approval of Declarant's Neighborhood Representative, if any, and of the Board member, if any, appointed by Declarant.

**ARTICLE VII
MISCELLANEOUS**

7.1. CONFLICTING PROVISIONS.

In case of any conflict between the Articles and these Bylaws, the Articles shall control; and in case of any conflict between the Master Declaration and these Bylaws, the Master Declaration shall control.

7.2. CHECKS, DRAFTS AND DOCUMENTS.

All checks, drafts, orders for payment of money, notes and other evidences of indebtedness issued in the name of or payable to the Master Association must be signed or endorsed in the manner and by the person or persons the Board designates by resolution, subject to the requirements of these Bylaws for withdrawing money from the Master Association's reserve accounts.

7.3. EXECUTION OF DOCUMENTS.

The Board may authorize any Person to enter into any contract or execute any instrument in the name and on behalf of the Master Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no Person may bind the Master Association by any contract or engagement or pledge its credit or render it liable for any purpose or in any amount.

7.4. USE OF TECHNOLOGY.

Where allowed by applicable law, any information the Master Association, its Board of Directors, officers, Neighborhood Representatives or other representatives is required to distribute can be distributed by any system or technology designed to record and communicate messages, facsimile, electronic mail, or other electronic means.

7.5. AVAILABILITY OF MASTER ASSOCIATION DOCUMENTS.**7.5.1. Records To Be Maintained.**

The Master Association shall maintain at its principal office (or at such other place within or near the Properties as the Board may prescribe) the Governing Documents, books of account, minutes of meetings of Members, Neighborhood Representatives, the Board and committees, the Membership Register and any other documents required by law to be maintained by the Master Association (collectively, the "Master Association Documents"), each of which shall be made available for inspection and copying by any Member or the Member's duly appointed representative in accordance with the Act.

7.6. FISCAL YEAR.

The Board shall designate the Master Association's Fiscal Year. The Fiscal Year may be changed by the Board.

7.7. STATEMENTS IN ITALICS.

The portions of these Bylaws printed in italics are provided as simplified, general explanations of the purposes of the Articles and Sections of these Bylaws and the scheme of governance for the Properties. The statements in italics are provided for convenience and may not be considered in resolving questions of interpretation or construction of the Governing Documents.

**ARTICLE VIII
NOTICE AND HEARING PROCEDURE**

If a Person believes a violation of the Governing Documents is being committed, the Person can report the violation to the Board. This Article establishes the procedure for submitting complaints. It also sets the procedure the Board will use when hearing complaints and determining if sanctions will be imposed.

8.1. INITIAL COMPLAINT.

Persons who believe a violation of the Governing Documents has occurred may file a violation complaint in a form authorized by the Board with a Person designated by the Board. The Board

will then begin the enforcement process. In its discretion, the Board can issue one or two violation letters to the Person alleged to have committed the violation ("respondent") or set a hearing described in Section 8.2. The Board may direct the Community Manager to assist the Board in any of the steps the Board chooses to take in enforcing the Governing Documents except that decisions made at hearings must be made by the Board itself.

8.2. SCHEDULING HEARINGS.

A hearing before the Board to determine whether a sanction should be imposed may be initiated by the Board after receipt of at least one violation complaint. To initiate a hearing, the Board must deliver to the respondent a notice which includes all of the following:

8.2.1. Complaint.

A written statement in ordinary, concise language describing the acts or omissions with which the respondent is charged,

8.2.2. Basis for Violation.

A reference to the specific provisions of the Governing Documents which the respondent is alleged to have violated,

8.2.3. Hearing Schedule.

The date, time and place of the scheduled hearing.

8.2.4. Sanctions.

A list of sanctions which may be imposed at the hearing.

The date for the hearing may be no less than fifteen (15) days after the date the notice of hearing is mailed or delivered to the respondent. Notice of the hearing must be sent by first class or certified mail sent to the last address of the Member shown on the Master Association's records. The respondent is entitled to attend the hearing, submit a statement of defense to the Board in advance of the hearing, and present a statement of defense and supporting witnesses at the hearing. If the respondent does not attend the hearing, the respondent waives these rights.

8.3. CONDUCT OF HEARING.

The Board shall conduct the hearing in executive session, affording the respondent a reasonable opportunity to be heard. Before any sanction is effective, proof of notice and the invitation to be heard must be placed in the minutes of a Board meeting. Such proof is adequate if a copy of the notice and a statement of the date and manner of delivery is entered in the Board's minutes by a the Master Association officer or Board member who mailed or delivered such notice. The minutes of the meeting must contain a written statement of the results of the hearing and the sanction, if any, imposed.

8.4. IMPOSITION OF SANCTIONS.

After affording the respondent an opportunity for a hearing, the Board may impose any one or more of the following sanctions: (a) levy a Compliance Assessment as authorized in the Master Declaration; (b) suspend or condition the respondent's right to use any recreational facilities MASTER ASSOCIATION owns, operates or maintains beginning on a date in the future selected by the Covenant Committee; (c) suspend the respondent's voting privileges; (d) enter

upon a Lot or Condominium or property owned by a Neighborhood Corporation to remedy the violation of the Governing Documents, or (e) record a notice of noncompliance (if not prohibited by law). Any suspension of Membership privileges may not be for a period of more than thirty (30) days for any noncontinuing infraction. For continuing infractions (including nonpayment of any assessment), Membership privileges may be suspended for so long as the violation continues. Written notice of any sanction to be imposed ("notice of sanction") must be delivered to the respondent by first class or certified mail sent to the last address of the member shown on the Master Association's records. No action against the respondent arising from the alleged violation may take effect before five (5) days after the hearing.

8.5. LIMITS ON REMEDIES.

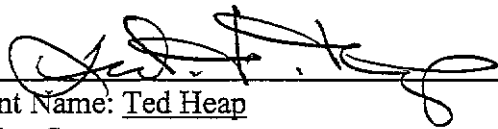
The Board's failure to enforce the Governing Documents does not waive the right to enforce the same thereafter. The remedies provided by the Governing Documents are cumulative and not exclusive. However, any individual Member or Neighborhood Corporation must exhaust all available internal the Master Association remedies prescribed by the Governing Documents before that Member or Neighborhood Corporation may resort to a court of law for relief with respect to any alleged violation of the Governing Documents by another Member or Neighborhood Corporation.

CERTIFICATE OF SECRETARY

I, the undersigned, certify that:

1. I am the duly elected and acting Secretary of the Traverse Mountain Master Association Corporation, a Utah non-profit corporation; and
2. The foregoing Bylaws, composed of 30 pages including this page, constitute the Bylaws of the Traverse Mountain Master Association, duly adopted by the Board of Directors in Lieu of First Organizational Meeting dated effective as of April 30, 2002.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed the seal of the Traverse Mountain Master Association this 29th day of July 2002.


 Print Name: Ted Heap

Title: Secretary

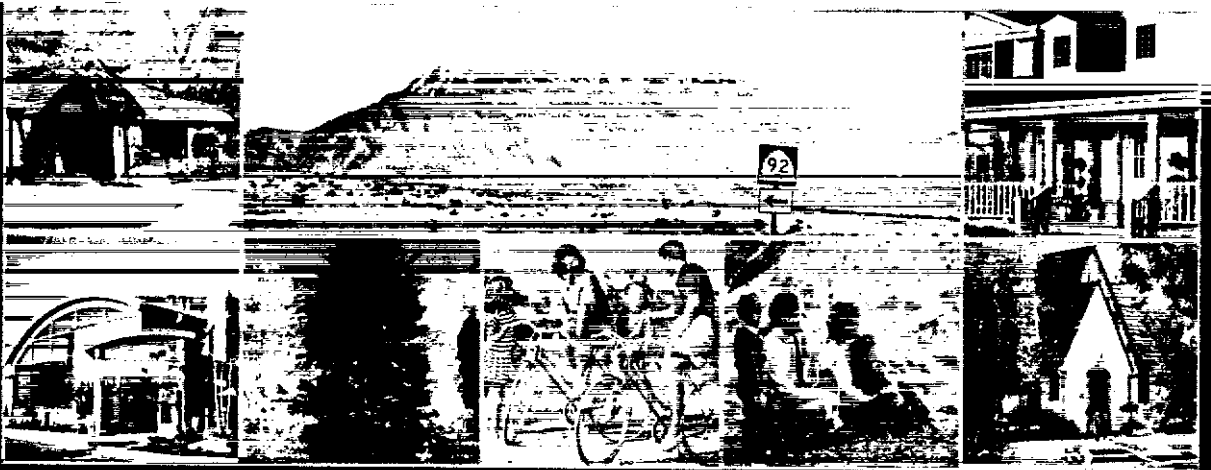
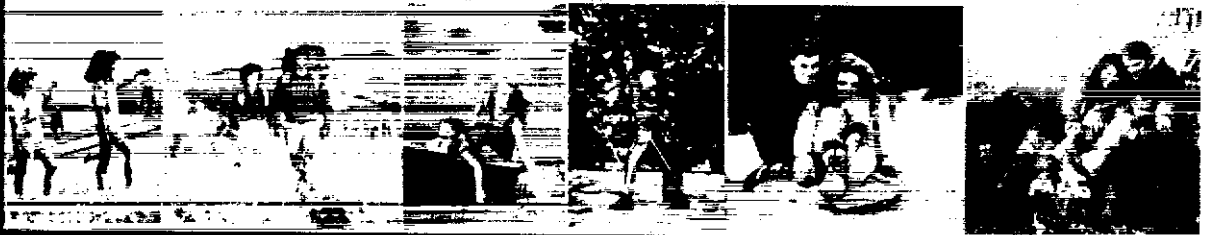
EXHIBIT DG

TRAVERSE MOUNTAIN DESIGN GUIDELINES



Traverse Mountain

Connected to Life



ARCHITECTURAL DESIGN GUIDELINES PHASE I

MARCH 15, 2002

READ: All of the information contained herein is provided based on Traverse Mountain's best research. We do not guarantee its accuracy and reserve the right to change all of the information without notice.

Illustrations and renderings are artist's conceptions, are general in nature and are not intended to show specific or final work product.



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Note: This document currently includes sections pertinent to Residential Architecture only.

SECTION ONE

"In a setting inspired by nature, the values of a lifetime are created. In a place one can call home, quality time becomes all the time."

Between Salt Lake City and Provo, just east of Interstate 15, there's an environment where the natural beauty cannot be ignored. With neighborhoods situated below the magnificent Wasatch Mountain range, you quickly realize this is an ideal lifestyle for families, couples or anyone looking for a place to reconnect with nature or themselves.

Traverse Mountain is a special place that allows families to get the most out of life and experience all that nature has to offer. Of the 2,660 acres, approximately 1,200 are set aside as a nature conservancy, which gives you the freedom to enjoy the world around you, something so many communities are missing today. It gives children the ultimate opportunity to learn beyond the classroom and far outside the confines of television and video games.

From walking the nature trails that lead through the community to trekking into the protected habitat of the higher elevations, you'll discover adventure all around. As a community that embodies the harmony and delicate balance of nature, Traverse Mountain provides you with a lifetime of memories to cherish.

INTRODUCTION

"Traverse Mountain defines the future, yet it is different from today's hectic urban pace. It is a family life with values that are rock solid. It is a fulfilling life, bringing together wilderness trails and high-speed internet access. This unique blending of themes results in a new vernacular for a master-planned community - one that is both timeless and contemporary."

Traverse Mountain promises to be Utah's most complete master-planned community, providing the highest quality living/working environments with residential, commercial, retail and recreational facilities. Trails connect neighborhoods, schools and churches to parks and the surrounding natural open space.

The overall community centered design, including architecture, planning and landscape, is driven by connections: to family, to nature, to the community and to the future. The design responds to the functional needs of families and the community, uses authentic styles and indigenous materials, respects climactic and natural site conditions, and provides links to the future with the latest in communications technology.

It is with pride and confidence that we invite you to be a part of the promise of Traverse Mountain, to build and uphold the level of quality and character that will set a new standard for community design.

INTRODUCTION

It is with the integration of insightful planning techniques, well-defined architecture and complementary landscape design that Traverse Mountain will become a community of neighborhoods that have quality and character. This document has been prepared to explain those concepts and how to apply them.

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Purpose

The purpose of these guidelines is to provide design direction to the community builders that will ensure the development of high quality living environments, demonstrating individuality and creating attractive street scenes. Overall compatibility can be achieved through the combination of innovative planning, landscape and architectural solutions.

INTRODUCTION

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Design Character

The design character of Traverse Mountain will be one of continuity, individuality and compatibility. These concepts bring about neighborhood designs that “feel right” and are embraced by those who live and work in the community. The architectural styles selected have a regional historic background and/or context in keeping with the character of Traverse Mountain. Site planning and landscapes are also designed with respect to existing on-site and regional context.

Design Intent

These guidelines are not intended to be overly restrictive or limiting, but to help design and build a community that provides the highest quality living environments. This includes addressing issues of function, aesthetics and conservation of natural amenities and resources. Builders and developers are encouraged to promote their commitment to the community’s development and its future by integrating energy efficient design and construction methods in all aspects of architecture and landscape. Current information regarding the latest in energy-efficient design, technology and construction can be found at the following websites:

www.nahbrc.org

www.doe.gov

www.nahb.com

www.nrel.gov

www.probuilder.com

Due to the size and phasing of this community, the information in this document is subject to change and may be altered at any time as deemed necessary by the developer to retain the unique character and high level of quality in Traverse Mountain. This document may be modified for any reason, including the addition or changes of procedures, product types, homesite sizes and/or architectural styles as experience suggests and market dictates.

The ever-changing technical and logistical components of Traverse Mountain require updating and flexibility. Interested parties should confirm and verify information regarding all phases of development in their written agreements with Traverse Mountain and should not rely on any other information or statement, written or oral, of any representative of Traverse Mountain.

SECTION TWO

" Make nature a part of human nature, and harmony and wonder come into one's life. "

Traverse Mountain is located in the City of Lehi, on the county line of Utah and Salt Lake Counties. At the half way point between Salt Lake City and Provo, with immediate access from Interstate 15, travel time to either city is approximately ½ hour. Surrounding mountain environments, open space and trail systems provide numerous opportunities for outdoor recreation within the community.

The immediate setting of this community is historically agricultural, its topography ranging from rolling terrain to natural open space and canyons. The Wasatch Mountains provide a dramatic backdrop.

The emphasis for the first phase of development is to establish the heart of the community, including the central residential area with a community park and churches. A home-finding center in a mixed-use setting will provide conveniences to the residents of the community. Triumph, a corporate park, will provide office space and opportunity for employment close to home. The marketplace at Traverse Mountain will offer a variety of retail stores, boutique shops and restaurants for residents. The variety of land uses will support the resident population and at the same time respect the natural environment. In providing a connection between the neighborhoods and the wilderness areas, a wholesome, natural way of life is promoted.

COMMUNITY OVERVIEW - PHASE I

"When neighbors know neighbors and kids walk to school together, a community becomes a "home town" where activities blossom as naturally as wildflowers."

Although the image and quality of this community will be consistent, neighborhoods, lot sizes and residential housing types are varied. Neighborhoods are designed with respect to the natural topography, views and accessibility to trails and open space. Lot sizes vary between parcels, providing variety in housing options, styles and neighborhood street scenes.

Open space elements include a community park, neighborhood parks and trails connecting the neighborhoods to the surrounding natural canyons and hillsides. Trails and walkways also provide connections between neighborhoods and to the community facilities, schools, churches and the village center.

Community Design Goals












The overall design goal for Traverse Mountain is to provide the highest quality living environment in a master planned community. In order to achieve this, the following objectives have been set for all community builders and developers:

1. Create a distinct, high quality community image for Traverse Mountain.
2. Emphasize Home, Family and Neighborhood with welcoming, porch-front style homes in traditional neighborhoods, safe streets with sidewalks and parkways, and close proximity to schools, churches, parks and other community facilities.
3. Encourage a pedestrian-oriented environment while accommodating automobiles.
4. Establish links to the natural environment from Traverse Mountain neighborhoods and other community areas with lush, consistent neighborhood and community landscape environments and trails that ultimately connect them all to the surrounding natural open space.
5. Encourage use of energy efficient design and technology in all aspects of community development.
6. Build in progressive technological amenities and value for future generations.

COMMUNITY OVERVIEW - PHASE I

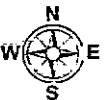
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-  Residential Low Density
-  Residential Med. Density
-  Residential High Density
-  Town Center
-  Commercial
-  School
-  Church
-  Office
-  Community Parks
-  Recreation Center/Park
-  Wilderness/Open Space

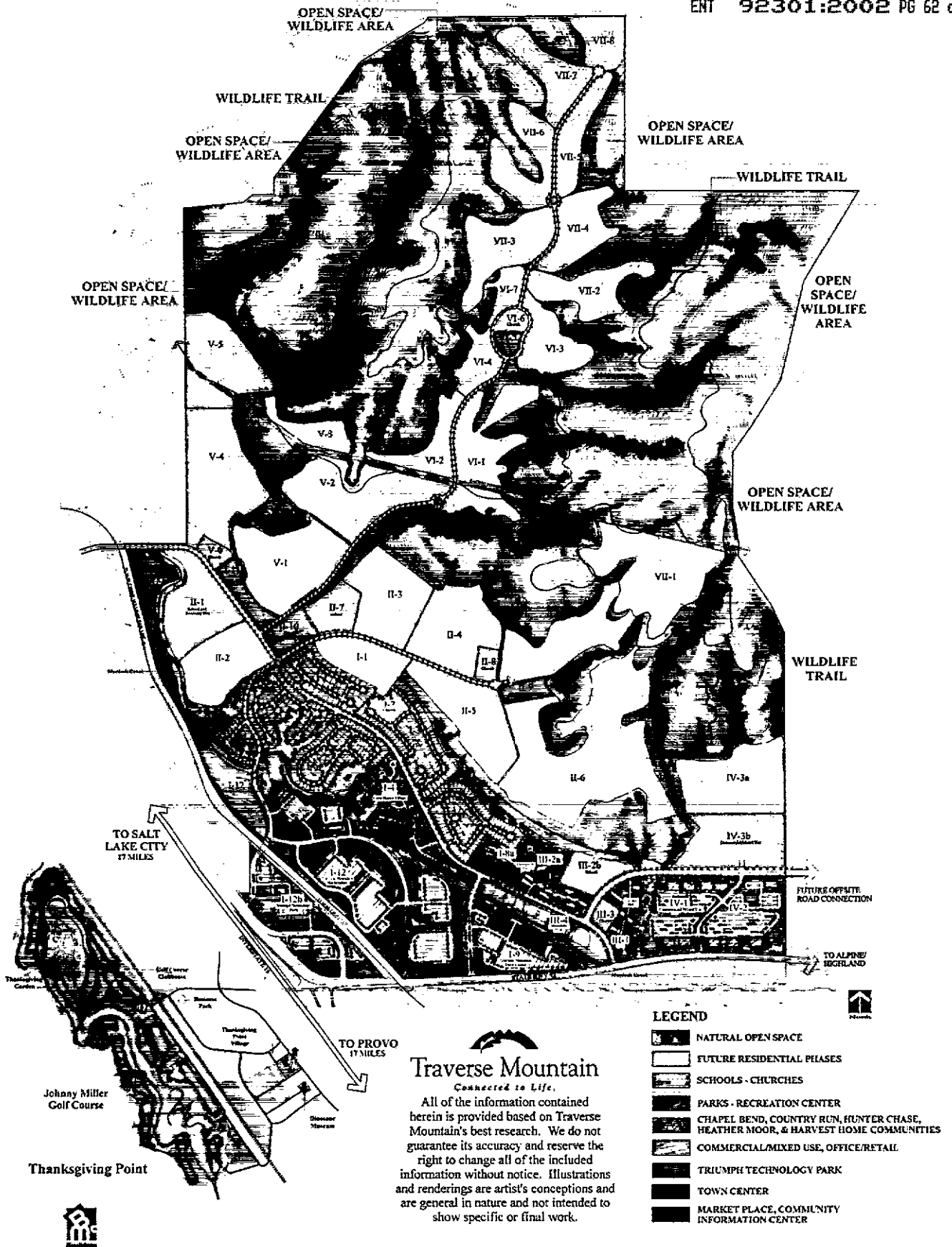
LAND USE PLAN TRAVERSE MOUNTAIN

PSOMAS
Public Space Operations Management & Services, Inc.
 2000 West 10th Street, Suite 100
 Anchorage, Alaska 99503
 Phone: 907.561.2222 Fax: 907.561.2223



COMMUNITY OVERVIEW - PHASE I

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Traverse Mountain

Connected to Life.

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- LEGEND**
- NATURAL OPEN SPACE
 - FUTURE RESIDENTIAL PHASES
 - SCHOOLS - CHURCHES
 - PARKS - RECREATION CENTER
 - CHAPEL BEND, COUNTRY RUN, HUNTER CHASE, HEATHER MOOR, & HARVEST HOME COMMUNITIES
 - COMMERCIAL/MIXED USE, OFFICE/RETAIL
 - TRIUMPH TECHNOLOGY PARK
 - TOWN CENTER
 - MARKET PLACE, COMMUNITY INFORMATION CENTER

COMMUNITY OVERVIEW - PHASE I

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Plan Overview - Phase I

Overall community development in Traverse Mountain is planned in three phases.

The first phase of development includes:

- Traverse Mountain Villages - residential neighborhood villages including single family residential and attached multi-family homes. Neighborhood parks and pedestrian trails/connections to parks and adjacent neighborhoods are located in each parcel.
- Community Park - An 18.6 acre park with a community recreation center and outdoor facilities.
- Triumph - A high tech corporate office park located within the Traverse Mountain Mixed Use Center at the intersection of highways 92 and 15, along the eastern frontage of Interstate 15.
- Traverse Mountain Mixed-use Center - This initial landmark for the residential community offers the home-finding center, attached and multi-family housing, small scale office and retail, and opportunities for convenience service locations.

Circulation -Street Patterns

Primary access to this community is by way of the Highway 92 exit from Interstate 15. The primary entry road is flanked by The Marketplace at Traverse Mountain. At the entry to the Traverse Mountain neighborhoods, located at the end of Traverse Gateway is the Home-finding Center, located in a mixed-use area. Traverse Mountain Boulevard is the major collector that runs through the residential part of the community.

Street patterns within the central residential district will generally reflect the character of streets found in traditional neighborhoods. In most neighborhoods in the central residential area, the primary entry is off of Traverse Mountain Boulevard. In the Northernmost parcel, (I-1), the entry is from Chapel Ridge Road. The entry view in each case is a neighborhood park or open green space. A modified grid with curvilinear streets and cul de sacs is the typical street pattern.

COMMUNITY OVERVIEW - PHASE I

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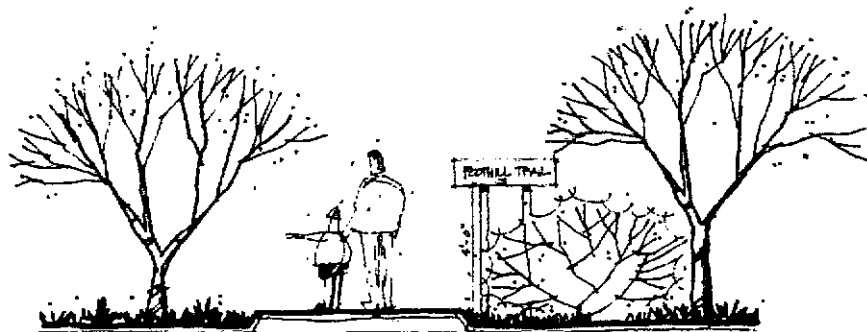
Pedestrian Circulation

Community Pedestrian System - A community level pedestrian walkway is provided along Chapel Ridge Road and Traverse Mountain Boulevard, the spine road for the central residential area. These walkways provide the primary connection between The Marketplace, the central residential area, community park/facility, schools, churches and the future phased neighborhoods on Canyon and Chapel Hill Roads. Each neighborhood builder shall provide sidewalks and/or trail connections that link to these primary walkways where shown in each individual parcel package.

Neighborhood Pedestrian System - Sidewalks or meandering walkway plans within each parcel shall provide a clear and logical pattern for pedestrian circulation. In single family residential neighborhoods, sidewalks or meandering walkways are specified according to neighborhood character. Access to village roadways and community open space is required at locations shown in individual parcel packages. (see individual parcel packages for specific requirements).

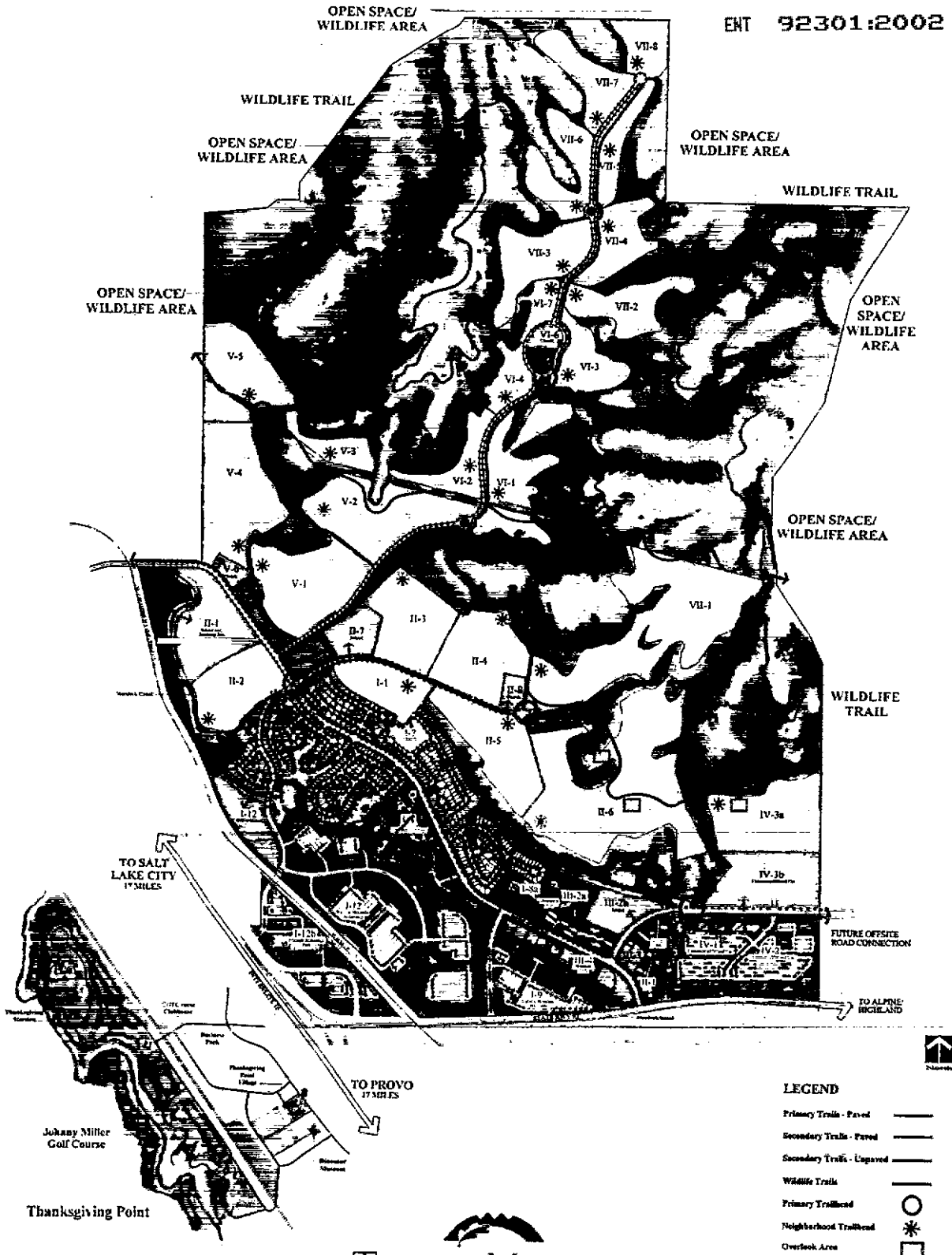
Community Trail System

The Traverse Mountain trail system will provide a network of trails that connects the town center to individual neighborhoods and undeveloped areas of the community to one another. The trails provide a network linking neighborhoods to work places and congested areas to open spaces. This system will serve as a pedestrian transportation system serving the needs and meeting the demand for close-to-home recreation.



COMMUNITY OVERVIEW - PHASE I

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LEGEND

Primary Trails - Paved	———
Secondary Trails - Paved	———
Secondary Trails - Unpaved	———
Wildlife Trails	———
Primary Trailhead	○
Neighborhood Trailhead	*
Overlook Area	□

Traverse Mountain
Connected to Life.

Master Planned Community
Trails Master Plan

All of the information contained herein is provided based on Traverse Mountain's best research. We do not guarantee its accuracy and reserve the right to change all of the included information without notice. Illustrations and renderings are artist's conceptions and are general in nature and not intended to show specific or final work product.



COMMUNITY OVERVIEW - PHASE I

There are four types of trails in the Traverse Mountain trail system:

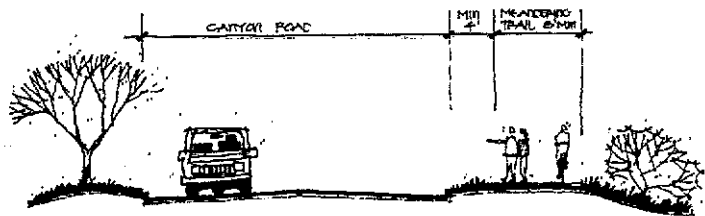
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A. Primary Trail - Paved

Primary trails are developed to be multi-use in their function and carry the largest amount of pedestrian traffic at Traverse Mountain. Due to their wider width than other trail types, they also provide more separation from conflicting users such as bicycles and walkers and allow users to travel in both directions, side by side. Their locations enable users to navigate through the higher use areas of the community such as residential, office, and commercial areas. Their use extends beyond providing access for pedestrians, but are also developed as part of the recreation development for the community.

B. Secondary Trail - Paved

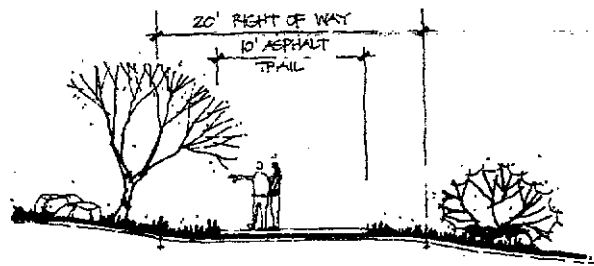
Secondary Trails provide a multi-use function but are not developed to carry as many pedestrian users or provide the separation from different groups as the primary trails do. They provide access through the higher use areas and develop connections to the primary trail to create loop systems.



Secondary Trails - Paved

Lehi Standard for Canal Trail

The proposed trail along the existing canal will be built by the city of Lehi and will become part of the network of trails. This trail is paved and is an integral path that will link several loop systems together within the community. Ultimately, this trail is planned from the point of the mountain to Provo Canyon. This trail along with the Bonneville Shoreline Trail will provide opportunities for people to travel long distances to off-site destinations.



Canal R.O.W. - Lehi City Standard

COMMUNITY OVERVIEW - PHASE I

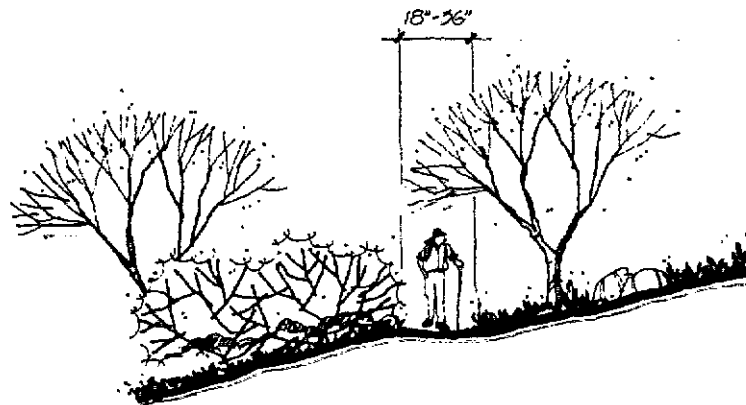
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C. Secondary Trail - Unpaved

Secondary trails that are non-paved serve multiple purposes in the Traverse Mountain development. The first is to provide trail access to lower density or lower use areas of the project and to provide improved access to greater numbers of groups to the undeveloped areas of Traverse Mountain. In either case, they are still multi-use and in the lower areas of Traverse Mountain, loop several trail routes together. Their non-paved surface also allows development of steeper grades.

D. Wilderness Trails

The wilderness trails will provide the residents with a system of trails that will allow them to walk through a more remote area which will provide panoramic views of Utah Lake, Wasatch Mountains and the Provo valley.



Wilderness Trail Section

COMMUNITY OVERVIEW - PHASE I

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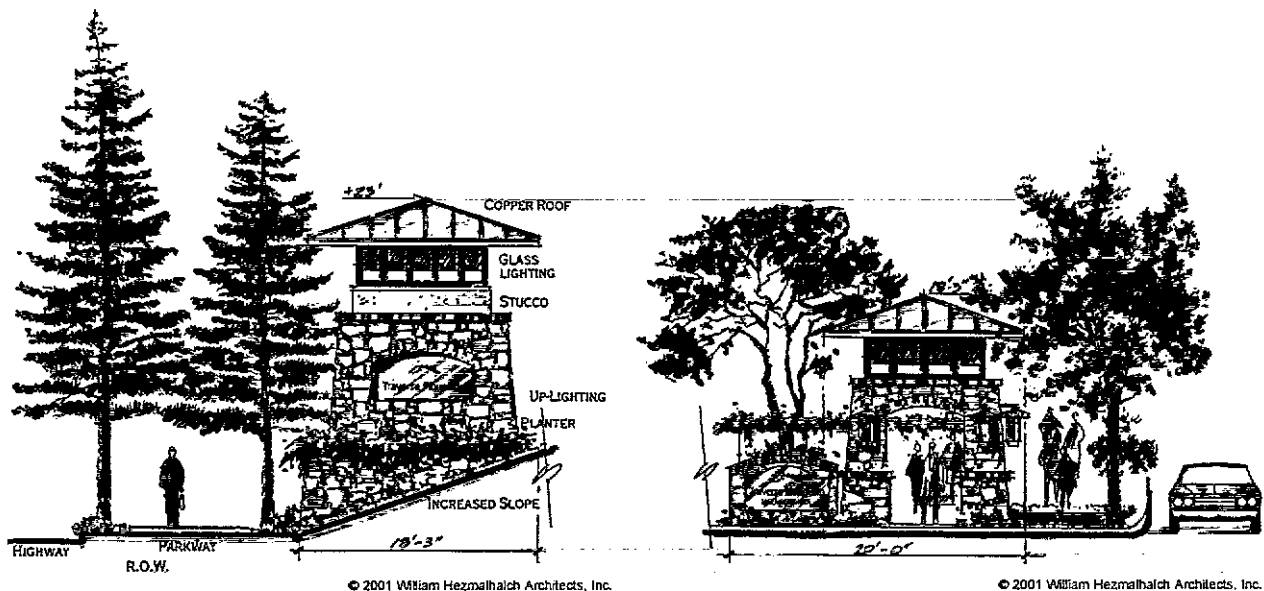
Community Image

The first impressions of a place are perceived before one ever reaches the entry. In the case of Traverse Mountain, there is a significant roadside view from Interstate 15. This provides the opportunity to establish a sense of place with consistent and recognizable visual landmarks such as landscape patterns and community monuments. The intent is to convey the Utah Mountain Contemporary character that represents Traverse Mountain. Community architecture, landscape and monumentation should all reflect elements of strength, a combination of traditional and contemporary influences and natural, organic forms and/or materials found in the immediate region.

Signs and Entry Monuments

All entry or identification signs and/or monuments in Traverse Mountain shall convey the Utah Mountain Contemporary character. General location of signs, monuments and plantings must be designed and constructed in accordance with the overall community landscape plan. Designs for signs and monuments may exhibit individuality pertaining to size, form and location, but adherence to the selected palette of concepts, materials and colors will provide a sense of identity and continuity throughout Traverse Mountain (see Appendix - Community Style Palette).

All designs for identification signs/monumentation shall be reviewed for approval by the Design Review Committee.



COMMUNITY ENTRY

VILLAGE ENTRY

Signs and Entry Monuments

Fundamentals

1. Design consistently with community character
2. Use unifying elements - concept, colors and/or materials
3. Emphasize quality in design and presentation

In order to carry a quality image and identity throughout the community, a hierarchy of scale, form and level of detail must be established. Signs and monuments at each level, project entry, to individual neighborhood or parcel shall be designed according to the following criteria;

Community identification or entry monuments

- Community character reflected in design and unifying elements
- Grand scale in structure to emphasize importance
- Vertical elements to capture attention
- Scale of forms and text must be visible at higher speeds

Project entry monuments

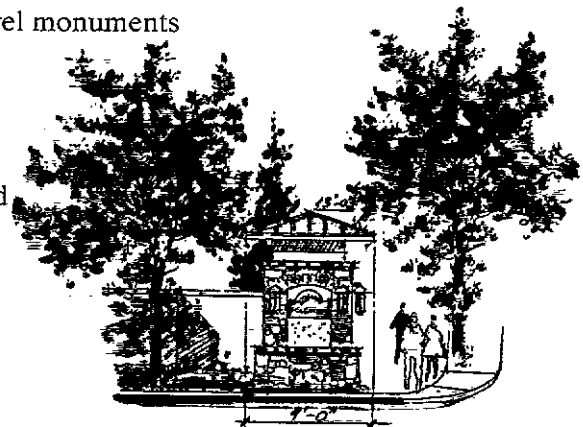
- Community character reflected in design and unifying elements
- Scaled down in proportion to community level monuments
- Visibility and readability at high speed

Project identification scaled down version

- Community character reflected in design and unifying elements
- Readability at low speeds
- Higher level of detail

Neighborhood or Parcel

- Community character reflected in design and unifying elements
- Incorporate sign in a decorative retaining or garden wall or fence
- Higher level of detail



COMMUNITY DESIGN CONCEPTS - PHASE I

The first phase of Traverse Mountain includes five different types of development:

- Residential
- Corporate Park
- Commercial/ Retail
- Outdoor Recreation such as; parks, trails and selective improved access to natural open space.
- Community Facilities includes; schools, churches, home-finding and recreation centers.

Similar character, architectural styles and concepts for entries, monuments, and landscape planting help to establish continuity through design and a high quality image throughout the community.

Residential Neighborhood Design

Traverse Mountain neighborhoods are designed in a traditional manner with curving loop streets and cul de sacs to create smaller neighbor-friendly areas within each one. Tree-lined curb separated sidewalks and parkways, street-front entries and various recessed or creative garage placements contribute to a safer, more pedestrian-friendly and visually pleasing environment. Variety in architectural form and style, varied setbacks for living spaces, upper and lower stories and pedestrian scaled landscapes all contribute to a lively and interesting street scene.

In the case of high density neighborhoods, homes will be enhanced by the presence of a public green space or pedestrian oriented activity area. The development of these high density parcels will be reviewed on an individual basis by the Architectural Review Committee. At a minimum, these parcels must meet the requirements of a single family home development.

Neighborhood Parks and Trails

Neighborhood parks and/or greenways are located in each neighborhood to provide opportunities for gathering and social interaction, and link neighborhoods to schools, churches and larger parks in the greater community. They provide the opportunity to locate model homes adjacent or close to an open space while providing a buffer between builders products.

Where neighborhoods are adjacent to natural open space, these parks and trails provide connections to natural open space and added outdoor recreation opportunities.

Mixed Use District

Upon entering Traverse Mountain, community monuments and signs will direct visitors into the Mixed Use District. This district will encompass the Traverse Mountain Community Information Center, Triumph, a high tech corporate park, and The Marketplace, a combined commercial and retail environment.

Commercial and Retail

The Marketplace at Traverse Mountain provides a wide variety of business and shopping near the entrance to the Residential Villages. Retailers, restaurants and shops are arranged in a pleasant outdoor setting that provides plenty of parking. The integration of small scale offices and local convenience services will make this a regular stop for nearby employees and Traverse Mountain residents.

Corporate Park

Triumph, the high tech corporate park, has high visibility from Interstate 15. It is the most 'urban' zone, with taller buildings more contemporary in architectural character and site design than other areas of the community. When completed, Triumph will serve Traverse Mountain with high speed connections throughout the community. A linear park adjacent to Triumph offers open space and pedestrian trails to employees and residents.

Community Facilities

Traverse Mountain's Community Information Center is the first building planned for the mixed use district. It will include locations for home-finding services, the data center, small scale commercial offices and local conveniences. The architectural style of this building will be a key example of the Utah Mountain Contemporary character.

There are two church sites located on Traverse Mountain Boulevard and Chapel Ridge Road. The architecture for these buildings is of great importance as they represent image and landmarks for the community. A future recreation building is also planned for use at the community park within Traverse Mountain. Community facilities plans for siting, architecture and landscape are all subject to design review and approval.

Outdoor Recreation

Located at the intersection of Traverse Mountain Boulevard and Chapel Ridge Road is a 18.6 acre community park. Outdoor recreation facilities here include tennis courts, a swimming pool and lawn areas for sports, games and passive recreation. The community trail system begins here and provides pedestrian connections to neighborhood, other facilities and natural open space.

SECTION THREE

"When a family finds a place to call home, quality time becomes all the time."

Developing a successful community can be achieved only if those involved adhere to an established set of standards that produce a quality product. This will depend on each Builder implementing the formulas and techniques found in the following sections of these guidelines.

The following section describes quality neighborhood design by defining architectural building massing and plotting techniques, specific solutions for garage placement, and establishing standards for the authentic expressions of architectural styles.

PHASE I RESIDENTIAL ARCHITECTURE

A simple way to develop distinct architectural styles is described in an easy to read matrix form for each style. Simplified roof design with an economical application is explained in two formulas; the Master Developer directed Roof Slopes and the Master Developer designated Architectural Styles. These two formulas work together to assist in the selection of appropriate styles while reducing the need for additional roof framing options.

Our goal for Traverse Mountain is to attain a high quality standard of living, therefore all builders in this community will be required to meet the intent of the design guidelines by employing these methods.

Architectural Design Core Criteria

The following architectural core criteria are designed to assist in developing architecture that is economically feasible to the builder and aesthetically appealing to the home buyer.

1. The home, not the garage, is the primary emphasis of the front elevation.
2. A variety of compatible architectural styles will ensure a degree of individuality in the neighborhoods.
3. Architectural detailing is true to the style to the greatest possible extent.
4. Colors are used to reinforce architectural style.
5. Roof forms play a major role in defining architectural style.

PLOTTING AND MASSING

Concept:

Creating street scenes that function well and have visual interest are primary community objectives. The following basic elements and criteria are intended to develop variations in appearance and a sense of individuality for each home. Neighborhoods that have nearly identical homes and streets without variation in product placement and form are not allowed.

This section lists architectural plotting and massing techniques that help create a quality environment. Architectural styles, materials and colors are defined in the individual Architectural Style descriptions in the following section.

Fundamentals

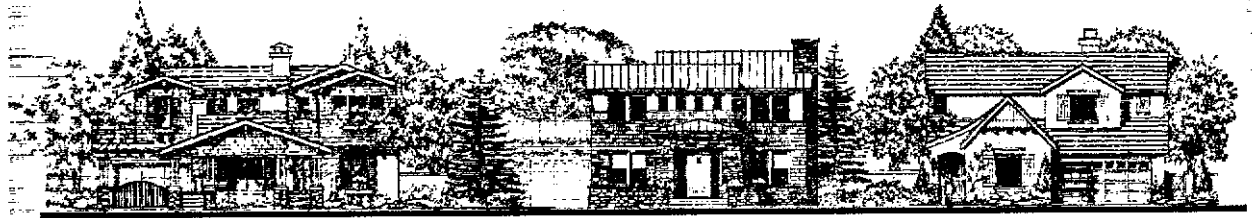
1. Plotting Concepts:
 - a. Product Mix
 - b. Typical Plotting
 - c. Setbacks
2. Massing Concepts:
 - a. Corner Homesite Garage Placement
 - b. Wraparound Elements at Corner Homesites
 - c. Roof Forms
3. Single Story Elements
4. Variable Setbacks in Elevation
5. Side and Rear Elevation Articulation
6. Floor Plan Form

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Product Mix

Product Mix

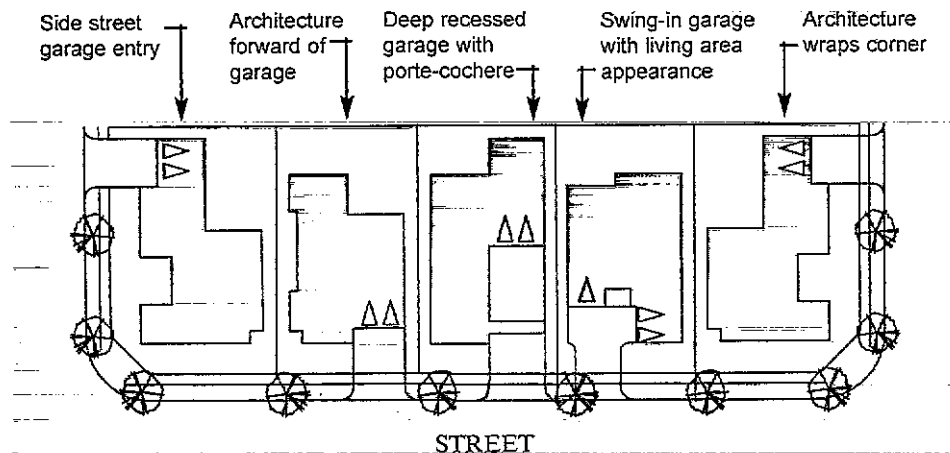


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Provide a variety of styles and massing forms within each neighborhood to insure a diverse and interesting street scene.

Plotting Concepts

Plotting Concepts - When plotting, refrain from strict compliance to minimum garage setbacks to avoid repetitious street scenes. Variable front yard setbacks are required and variable side setbacks are encouraged. Typically, plans are to be reversed and plotted so that garages and entries are adjacent to each other to create an undulating setback. Occasionally, this pattern should be interrupted to avoid monotony. Create attractive and comfortable street scenes and street space by de-emphasizing garages, implementing “architecture forward” and encouraging “corner specific architecture.”



TYPICAL PLOTTING CONCEPTS

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Setbacks

40' X 100' LOTS = Attached min. ground floor SF - 800 SF or 600/1200 total 2 story SF
 Detached min. ground floor SF - 800 SF or 600/1200 total 2 story SF

50' X 100' LOTS = Setbacks min. SF - 800 SF or 600/1200 total 2 story SF

Front Yard Setbacks *	
To first floor living space	21' - 34'
To second floor living space	21' - 39' (appropriate to arch. style)
To porch	21' - 21'
To garage door or gated drive	21'
Swing-in garage	Applicable to lots 55' or greater
Minimum Side Yard Setback	
To living space	5' - 7' min, 10' - 15' aggregate 10' building separation
Corner homesite side yard	21'
Corner lot sideyard to porch	21'
Minimum Rear Yard Setback	
Living - First story	15'
Living - Second story	15' - 20' (appropriate to style)
Garage - Deep recessed	5' (Subject to Lehi City codes for detached garages)
Encroachments	
<p>The following encroachments may project up to 2' into yard setbacks: (all non-fire rated encroachments must be at least 3 feet from property lines), eaves, architectural projections, fireplaces, log storage, entertainment niches, balconies, exterior stairs, bay windows, window seats, second floor overhangs, decks, and air conditioning equipment. Builder is responsible for meeting local fire authority standards which may exceed those stated here.</p>	

*Notes: * All front and corner side setbacks measured from back of curb, assuming the inclusion of a 5' parkway and 4" sidewalk within the setback. Some variation in front setbacks is required. Rear and interior side setbacks are measured from property lines. All setbacks are subject to Design Review and Approval by Traverse Mountain Design Review Committee. Rear and interior side setbacks are measured from property lines.*

All setbacks meet or exceed specific plan standards. It is the responsibility of each builder to confirm compliance with UBC standards in addition to city standards and ordinances.

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Setbacks

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55' X 100' LOTS - Setbacks min. ground floor SF - 800 SF or 600/1200 total 2 story SF

Front Yard Setback *

To first floor living space	21' - 34'
To second floor living space	21' - 39' (appropriate to style)
To porch	21'
To garage door or gated drive	21'
Swing-in garage	21'

Minimum Side Yard Setback

To living space	5' - 7' min, 10' - 15' aggregate 10' building separation
Corner homesite side yard	21'
Corner lot to porch	21'

Minimum Rear Yard Setback

Living - First story	15'
Living - Second story	15' - 20' (appropriate to style)
Garage - Deep recessed	5' (Subject to Lehi City codes for detached garages)

Encroachments

The following encroachments may project up to 2' into yard setbacks: (all non-fire rated encroachments must be at least 3 feet from property lines), eaves, architectural projections, fireplaces, log storage, entertainment niches, balconies, exterior stairs, bay windows, window seats, second floor overhangs, decks, and air conditioning equipment. Builder is responsible for meeting local fire authority standards which may exceed those stated here.

*Notes: * All front and corner side setbacks measured from back of curb, assuming the inclusion of a 5' parkway and 4" sidewalk within the setback. Some variation in front setbacks is required. Rear and interior side setbacks are measured from property lines. All setbacks are subject to Design Review and Approval by Traverse Mountain Design Review Committee. Rear and interior side setbacks are measured from property lines.*

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Setbacks

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60' X 100' LOTS - Setbacks min. ground floor SF - 800 SF or 600/1200 total 2 story SF

Front Yard Setback *	
To first floor living space	25' - 34' (20' - 34' on slope)
To second floor living space	25' - 39' (approp. to style) (29' - 39' on slope)
To porch	25' - 28'
To garage door or gated drive	25' - 29'
Swing-in garage	25'
Minimum Side Yard Setback	
To living space	5' - 8' min, 12' - 16' aggregate, 10' building separation
Corner homesite side yard	21'
Corner lot to porch	21'
Minimum Rear Yard Setback	
Living - First story	20'
Living - Second story	20' - 25' (appropriate to style)
Garage - Deep recessed	5' (Subject to Lehi City codes for detached garages)
Encroachments	
<p>The following encroachments may project up to 2' into yard setbacks: (all non-fire rated encroachments must be at least 3 feet from property lines), eaves, architectural projections, fireplaces, log storage, entertainment niches, balconies, exterior stairs, bay windows, window seats, second floor overhangs, decks, and air conditioning equipment. Builder is responsible for meeting local fire authority standards which may exceed those stated here.</p>	

*Notes: * All front and corner side setbacks measured from back of curb, assuming the inclusion of a 5' parkway and 4" sidewalk within the setback. Some variation in front setbacks is required. Rear and interior side setbacks are measured from property lines. All setbacks are subject to Design Review and Approval by Traverse Mountain Design Review Committee. Rear and interior side setbacks are measured from property lines.*

All setbacks meet or exceed specific plan standards. It is the responsibility of each builder to confirm compliance with UBC standards in addition to city standards and ordinances.

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Setbacks

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70' X 100' LOTS - Setbacks min. ground floor SF - 800 SF or 600/1200 total 2 story SF

Front Yard Setback *

To first floor living space	25' - 34' (20' - 34' on slope)
To second floor living space	25' - 39' (approp. to style) (29' - 39' on slope)
To porch	25' - 28'
To garage door or gated drive	25' - 29'
Swing-in garage	25'

Minimum Side Yard Setback

To living space	5' - 8' min, 12' - 16' aggregate, 10' building separation
Corner homesite side yard	21'
Corner lot to porch	21'

Minimum Rear Yard Setback

Living - First story	20'
Living - Second story	20' - 25' (appropriate to style)
Garage - Deep recessed	5' (Subject to Lehi City codes for detached garages)

Encroachments

The following encroachments may project up to 2' into yard setbacks: (all non-fire rated encroachments must be at least 3 feet from property lines), eaves, architectural projections, fireplaces, log storage, entertainment niches, balconies, exterior stairs, bay windows, window seats, second floor overhangs, decks, and air conditioning equipment. Builder is responsible for meeting local fire authority standards which may exceed those stated here.

Notes: * All front and corner side setbacks measured from back of curb, assuming the inclusion of a 5' parkway and 4" sidewalk within the setback. Some variation in front setbacks is required. Rear and interior side setbacks are measured from property lines. All setbacks are subject to Design Review and Approval by Traverse Mountain Design Review Committee. Rear and interior side setbacks are measured from property lines.

All setbacks meet or exceed specific plan standards. It is the responsibility of each builder to confirm compliance with UBC standards in addition to city standards and ordinances.

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Setbacks

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80' X 100' LOTS - Setbacks min. ground floor SF - 800 SF or 600/1200 total 2 story SF

Front Yard Setback *	
To first floor living space	25' - 34' (20' - 34' on slope)
To second floor living space	25' - 39' (approp. to style) (29' - 39' on slope)
To porch	25' - 28'
To garage door or gated drive	25' - 29'
Swing-in garage	25'
Minimum Side Yard Setback	
To living space	7' - 10' min, 15' - 20' aggregate, 10' building separation
Corner homesite side yard	21'
Corner lot to porch	21'
Minimum Rear Yard Setback	
Living - First story	20'
Living - Second story	20' - 25' (appropriate to style)
Garage - Deep recessed	5' (Subject to Lehi City codes for detached garages)
Encroachments	

The following encroachments may project up to 2' into yard setbacks: (all non-fire rated encroachments must be at least 3 feet from property lines), eaves, architectural projections, fireplaces, log storage, entertainment niches, balconies, exterior stairs, bay windows, window seats, second floor overhangs, decks, and air conditioning equipment. Builder is responsible for meeting local fire authority standards which may exceed those stated here.

Notes: * All front and corner side setbacks measured from back of curb, assuming the inclusion of a 5' parkway and 4" sidewalk within the setback. Some variation in front setbacks is required. Rear and interior side setbacks are measured from property lines. All setbacks are subject to Design Review and Approval by Traverse Mountain Design Review Committee. Rear and interior side setbacks are measured from property lines.

All setbacks meet or exceed specific plan standards. It is the responsibility of each builder to confirm compliance with UBC standards in addition to city standards and ordinances.

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Setbacks

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85' X 125' LOTS - Setbacks min. ground floor SF - 1000 SF or 850/1450 total 2 story SF

Front Yard Setback *

To first floor living space	25' - 34' (20' - 34' on slope)
To second floor living space	25' - 39' (approp. to style) (29' - 39' on slope)
To porch	25' - 28'
To garage door or gated drive	25' - 29'
Swing-in garage	25'

Minimum Side Yard Setback

To living space	5' - 8' min, 12' - 16' aggregate, 10' building separation
Corner homesite side yard	21'
Corner lot to porch	21'

Minimum Rear Yard Setback

Living - First story	20'
Living - Second story	20' - 25' (appropriate to style)
Garage - Deep recessed	5' (Subject to Lehi City codes for detached garages)

Encroachments

The following encroachments may project up to 2' into yard setbacks: (all non-fire rated encroachments must be at least 3 feet from property lines), eaves, architectural projections, fireplaces, log storage, entertainment niches, balconies, exterior stairs, bay windows, window seats, second floor overhangs, decks, and air conditioning equipment. Builder is responsible for meeting local fire authority standards which may exceed those stated here.

Notes: * All front and corner side setbacks measured from back of curb, assuming the inclusion of a 5' parkway and 4" sidewalk within the setback. Some variation in front setbacks is required. Rear and interior side setbacks are measured from property lines. All setbacks are subject to Design Review and Approval by Traverse Mountain Design Review Committee. Rear and interior side setbacks are measured from property lines.

All setbacks meet or exceed specific plan standards. It is the responsibility of each builder to confirm compliance with UBC standards in addition to city standards and ordinances.

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Setbacks

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85' X 160' LOTS - Setbacks min. ground floor SF - 1000 SF or 850/1450 total 2 story SF

Minimum Front Yard Setback	
To first floor living space	24'
To second floor living space	24' to 39' (appropriate to style)
To porch	21'
To garage door or gated drive	29'
Swing-in garage	21'

Minimum Side Yard Setback	
Side to side to living space	10' to 12' minimum, 20' to 24' aggregate
Corner homesite side yard	23'
Corner lot to porch	21'

Minimum Rear Yard Setback	
Living - First story	30'
Living - Second story	25' to 30' (appropriate to style)
Garage - Deep recessed	15' (Subject to Lehi City codes for detached garages)

Encroachments	
The following encroachments may project up to 2' into yard setbacks: (all non-fire rated encroachments must be at least 3 feet from property lines), eaves, architectural projections, fireplaces, log storage, entertainment niches, balconies, exterior stairs, bay windows, window seats, second floor overhangs, decks, and air conditioning equipment. Builder is responsible for meeting local fire authority standards which may exceed those stated here.	

Notes: * All front and corner side setbacks measured from back of curb, assuming the inclusion of a 5' parkway and 4" sidewalk within the setback. Some variation in front setbacks is required. Rear and interior side setbacks are measured from property lines. All setbacks are subject to Design Review and Approval by Traverse Mountain Design Review Committee. Rear and interior side setbacks are measured from property lines.

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Massing Concepts

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Corner Homesite Garage Placement - At least one home plan per neighborhood shall be designed specifically for corner homesites or side-on condition homesites. This home requires wrap-around architecture, the ability to turn the garage for side entry, and significant one-story elements on the corner sideyard.



CORNER HOMESITE GARAGE

Wraparound Elements at Corner Homesites - (Neighborhood quality will be enhanced by adding a wraparound single story element, or by enhancing a corner home with additional architectural details as found on the front elevation.) An example would be continuing a full-wrap of material accent onto the side facade or adding a wraparound porch as pictured below:



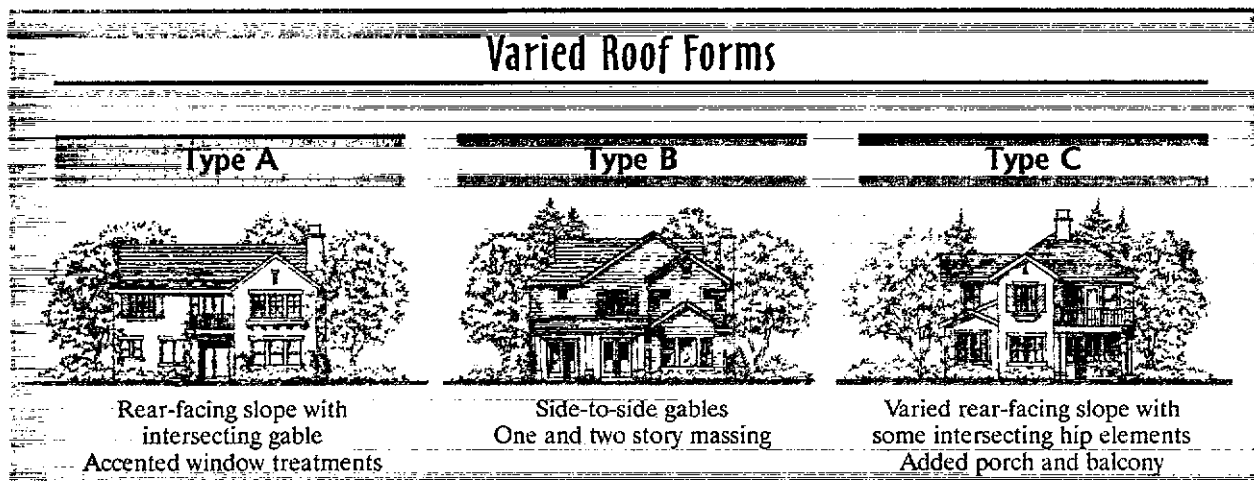
WRAPAROUND PORCHES ON CORNER HOMES

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Roof Forms

Rows of homes seen from a distance or along arterial roads are perceived by their contrast against the skyline or background. The dominant impact is the shape of the building and roof line. Articulate the rear elevation and roof plane to minimize the visual impact of repetitious flat planes, similar building silhouettes and similar ridge heights. Provide varied rear elevation forms along main arterial highways.



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The roof form of a home should be appropriate for each of the specific architectural styles found in these design guidelines. The Roof Slope Formula shown below is intended to effectively reduce the expense normally incurred by builders in providing style specific roof designs. By specifying those styles with similar roof slopes, it minimizes the number of different trusses required as well as the number of roof pitches required. This formula works in conjunction with the Architectural Style Matrix found in the next section.

Roof Slope Formula - Style Appropriate

Style Group I	Style Group II	Style Group III
6:12 - 12:12 Roof Slope	4:12 - 7:12 Roof Slope	3 1/2:12 - 4 1/2:12 Roof Slope
<ul style="list-style-type: none"> American Farmhouse Colonial Cottage East Coast Traditional 	<ul style="list-style-type: none"> Monterey Craftsman Italianate 	<ul style="list-style-type: none"> Prairie Utah Mountain Contemporary

Note: Styles in Group II may be used with styles in Group I or III by adjusting roof slope.

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Single-Story Elements

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Single story elements are encouraged to create a sense of variety and scale in the street scene. One way is to utilize porches, reduced height living spaces and/or garage areas to create single-story components. A minimum of 50% of all homes in a neighborhood shall have visibly significant single-story elements. Corner homes shall have significant single story elements to the corner sideyard.



Variable Setbacks In Elevation

Provide variable setbacks to different parts of the home to encourage vertical and horizontal massing breaks. In addition, provide alternative garage layouts and alternate plan configurations.



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Basements

Full or partial basements (as approved by the Architectural Design Review Committee) are required for all single family detached homes.

Side and Rear Elevation Articulation: Vertical & Horizontal Plane Breaks:

Where the second-story portion of side and rear elevations face primary roads or boulevards, parks, trails, public open space, or are elevated more than 20 feet above the rear or side of the adjoining building pad, these elevations should incorporate varied wall planes and roof forms, and enhanced window treatments.

Architectural treatment material and trim provided on these elevations should be similar in style and detail to front elevations with added attention to those second story facades that back onto primary roads. These facades require additional window treatments such as added trim, mullions, shutters, pot shelves, siding, or a feature window.



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Floor Plan Form

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Select architectural styles that best fit the massing derived from the floor plan. For example, styles such as Monterey and Colonial elevate as a two-story rectangular form. Designing a floor plan with simple two-story stacking of exterior walls yields the correct massing form for a Monterey or Colonial style home.



MONTEREY

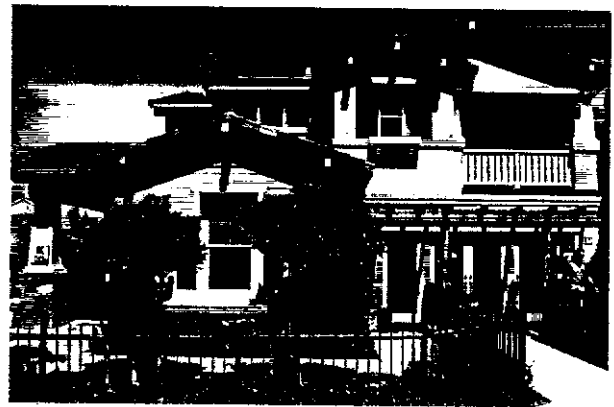


COLONIAL

Asymmetrical massing and combined one and two story forms are appropriate for styles such as cottage and craftsman.



COTTAGE



CRAFTSMAN

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Garage Treatments

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The home and front yard rather than the garage should be the primary emphasis of the front elevation. No more than 1/3 of garages (except swing-in) may be forward of architecture and may be no more than 10' in front of primary facade. All others must be recessed a minimum of 5' behind the primary front facade. No more than 50% of garages in any given neighborhood may be front facing at the minimum setback. Each neighborhood plan package must provide at least two different garage layouts.

Minimize the impact of garages facing the street by techniques such as varying garage door patterns and utilizing deep recessed door techniques, varying colors, splitting one large door into two single doors or using alternative garage configurations, such as corner garages, swing-ins and full recess garages.

Fundamentals

1. Garage Wall Plane Furr-out
2. Screened Garage Door Elements
3. Porte-Cocheres
4. Shallow Recess Garages
5. Mid to Full Recess Garages
6. Swing-in Garages - Homesite Size
7. Three-car Garage Treatment
 - a. Tandem
 - b. Front Facing Mitigation Measures

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Garage Wall Plane Furr-out

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Furr-out garage wall plane 12" - 18" for front loaded, street facing garages when the garage door is forward of primary facade or at the minimum setback. With other garage configurations a range of 6" to 18" is recommended.



Screened Garage Door Elements

Install devices such as attached trellis's beneath garage roof fascia's and above garage door header trims, or build an overhead detached trellis forward of the garage, spanning the driveway.

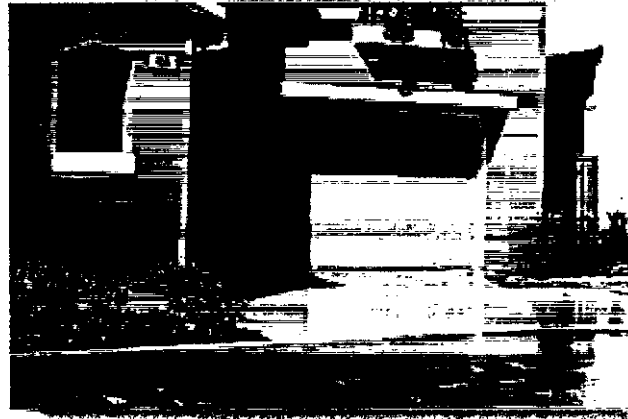


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Shallow-Recess Garages

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No shallow recess garage face is permitted to be less than 5' behind the architecture or full porch (porch depth minimum is 6'-0").



Mid to Full Recess Garage

Create plans that place garage at varied depths on the homesite.



MID RECESSED GARAGES



FULL RECESSED GARAGES

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Porte-Cochere

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A deep recessed or detached recessed garage plan with a porte-cochere creates an additional screened parking space and occasional outdoor private space.



PORTE COCHERE GARAGES



DETACHED GARAGES

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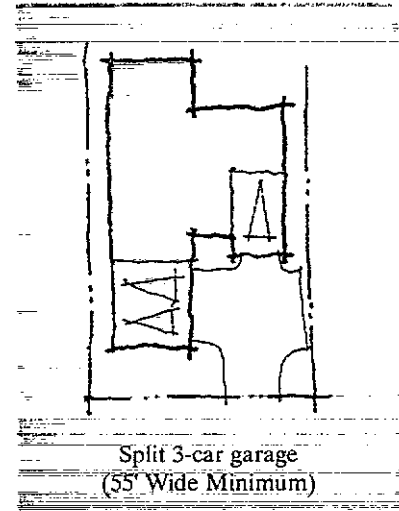
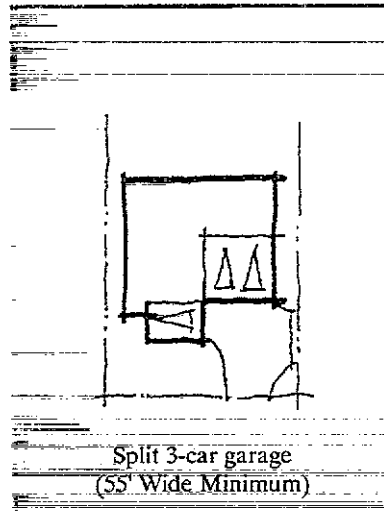
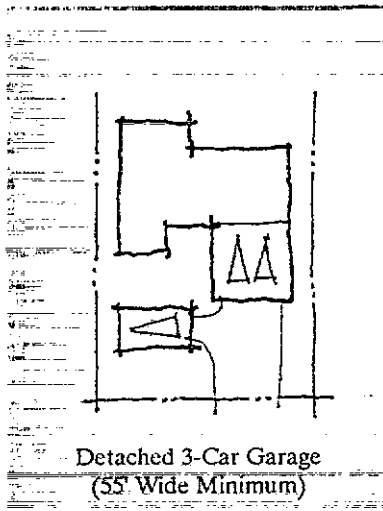
Swing-in Garage - Homesite Size

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Where 3 car garages are used, swing-in format is preferred. Swing-in garages greatly reduce the impact of the garages on the streetscape by providing the appearance of a living area with an enhanced window treatment. Swing-in garages are permitted only on homesites 55' wide or greater.



SPLIT SWING-IN 3-CAR GARAGES



VARIED SWING-IN GARAGE TREATMENT EXAMPLES

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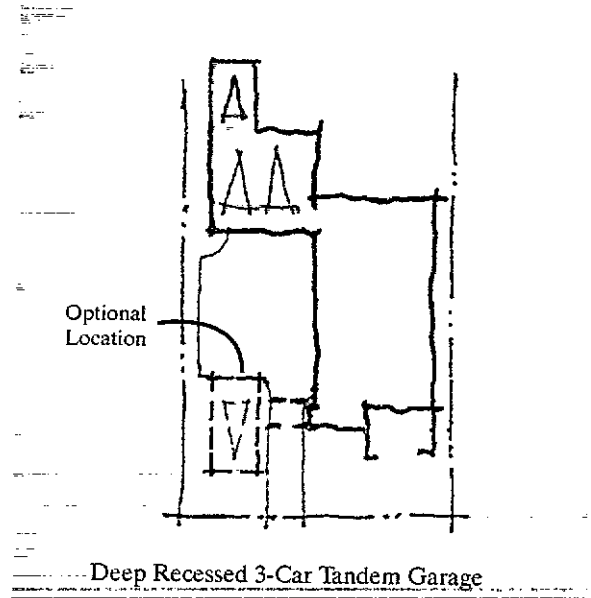
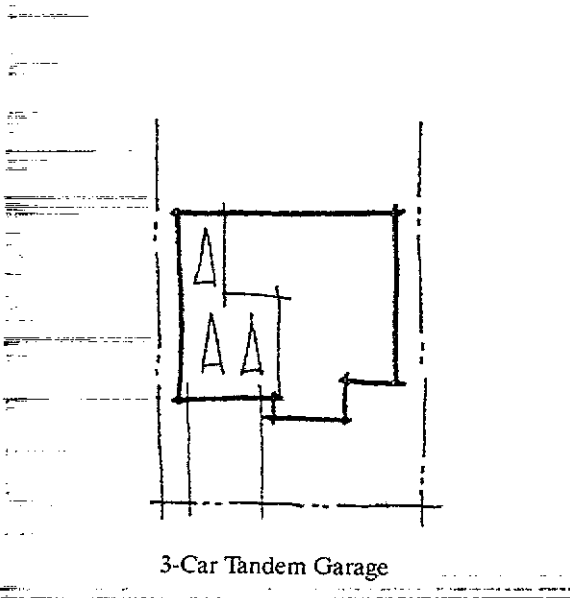
Three-Car Garage Treatment – Tandem

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When a three-car garage is planned, the impact on the streetscape can be minimized by allowing the 3rd car bay to be constructed in tandem behind the standard 2-car garage door configuration.



3-CAR TANDEM GARAGES



VARIED THREE-CAR GARAGE TREATMENT EXAMPLES

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Three-Car Garage Treatment – Front Facing Mitigation Measures

When the standard front facing three car configuration is used, it must be combined with at least one of the following front facing mitigation measures:

1. Garage placement must be at mid recess or deep recess.
2. Provide a minimum 60 square feet of porch area at least 6' forward of garage face.



PORCH TREATMENT

2. When a 3 car garage is front facing, the following mitigation elements are encouraged:
 - a. Limit 3 front facing car garages to 1/3 of plans in a 3 plan package, 1/4 in a 4 plan package.
 - b. Offset dual car garage door 2'-0" from the single car garage door.
 - c. Furr-out front facing wall.
 - d. Install trellis overhead.



DUAL CAR GARAGE DOORS

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3. Provide three single car garage doors and recess all garage doors a minimum of 18". This garage layout may be used only on 80' wide or greater lots and is limited to only one plan per neighborhood.



THREE SINGLE CAR GARAGE DOORS

Parking

The number of parking spaces shall meet or exceed that number required by the City of Lehi parking code. Adequate parking must be provided within each individual parcel as parking on adjacent collector streets is not permitted. Guest and overflow parking may be accommodated with on-street parking along internal collectors only where designated. (see City of Lehi parking code).

In the case of single family residential development the following criteria must be met:

- Additional parking may be accommodated on the driveway provided that the typical car can be parked without extending over sidewalk.

In the case of multi-family/attached housing developments the following criteria must be met:

Each project will incorporate interior oriented parking solutions and use the following design techniques to enhance the architecture of the street scene:

- Locate garage and parking areas interior to the site off of interior vehicular access roads or drives.
- Where the site orientation may dictate alternate solutions, turn short side of parking courts to the street to avoid lengthy parking areas adjacent to the street.

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- Where parking areas are visible from the street, these areas should be screened from view with landscape or architectural solutions.
- Distribute resident parking on site to provide as close proximity as possible to individual units.
- Group open/guest parking and clearly identify guest vs. tenant spaces for adequate coverage and convenience.
- Where garages are grouped, planting areas or pockets must be provided at a minimum of one per every other consecutive garage door.

In the case of all land uses the following criteria must be met:

- On-site parking should be kept away from adjacent collectors as often as possible. Where it does occur it shall be screened with landscaping, low walls or other elements as appropriate to parcel function.
- Parking lots shall be landscaped (minimum of 10%-may be combined with other spaces) to provide shade and scale to large expanses of paved areas. Planter areas must be provided between spaces so that no more than ten continuous spaces occur.
- Planters must surround parking lots on at least 3 sides, with a minimum dimension of 10' between the primary structure and the parking area .

Recreational Vehicle & Boat Storage

All R.V.'s and boats should be stored in an offsite facility. When a homesite is large enough to accommodate recreational vehicle or boat parking, these vehicles must be garaged or parked only on the back half of the homesite to prevent public viewing from the street or neighborhood.

ADDED CONSIDERATIONS FOR MULTI-FAMILY BUILDINGS

Articulation of Building Elevations

In most cases, all multi-story elevations are typically visible, therefore they must be treated with adequate articulation, materials and color in keeping with their individual architectural styles to enhance their appearance. It is desirable that all four building elevations share common materials and degrees of articulation. Large, blank expanses of wall are to be avoided. The following suggests a number of ways to accomplish this.

- Create single story projections at entries and porches, etc. to vary both vertical and horizontal planes.
- Improve plan articulation by offsetting upper floor and wall planes.

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- Enhance accessibility and use of open space, by recessing or projecting the plan and elevation.
- Provide enhanced trim and details at primary focal points such as building entries, doors, porches or patios to emphasize their importance.
- Articulate surfaces, wrap trim and use style-appropriate elements to minimize large expanses of wall and further characterize building elevations.

Entries

The entry serves several important architectural and psychological functions. It creates an initial impression, locates and frames the doorway, acts as an interface between public and private spaces and further identifies individual unit entries. The entry design should emphasize these prime functions.

- Wherever possible, site plans should orient the front door image and principal access toward the public street.
- Incorporate appropriate roof elements, columns, feature windows and/or architectural forms in the entry statement to emphasize the building character and the location of individual doorways.
- If front entry location is not immediately obvious due to building plan or siting, direct and draw the observer to it with added elements such as signs, lighting and landscape.

Windows

Typically the location of windows is determined by the practical considerations of room layout, furniture placement, views and privacy. Design emphasis here should be of particular concern as windows play an important role in the exterior architectural character of multi-family buildings.

- Within the appropriate style requirements, group and coordinate windows with other design elements to create a composition and sense of order.
- Where appropriate to style, the use of multi-paned windows is encouraged.

Balconies

The inclusion of balconies is encouraged for both aesthetic and practical purposes. They are useful in breaking up large wall planes, offsetting floors, creating visual interest and adding human scale to the building. They provide the practical advantage of creating outdoor living areas and elevated private open space.

- Balconies may be covered or open. They may be recessed or integral to the mass of the building or serve as a projecting element.
- Design balconies as integral elements of the building with details, eaves, supports, and railings in keeping with the architectural style and other elements of the building's design.

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- Avoid designing balconies in plans that occur side by side.
- Rail type must be consistent with the chosen architectural style and building design. Allowable types/materials include closed stucco, open wrought iron and wood-appearing picket or rail, tubular metal.

Garages

Tuck under and Subterranean Garages

- Locate garages below primary living areas and where possible, at lower than grade levels to help accommodate parking requirements and reduce their visual emphasis.
- Set the garage back in relationship to the face of the building to reduce the overall visual mass of the garage.

Detached garages or carports (carports for multi-family only)

When designing these structures, use the same style and materials as the primary buildings. This will help tie these facilities into the overall project design and reduce their visual emphasis.

- Carports should be designed similarly to the tuck under garage with added detailing above and between stalls and at wing walls to draw attention away from the automobile.

Multi-Family Community Recreation and Common Facilities

Each project shall include common recreation facilities such as pools, spas, club houses, management offices, barbecues and other appropriate facilities as determined by the parcel developer.

- Common recreation facilities shall be key character buildings/elements, with architectural styles, materials and colors being consistent with those chosen for the entire development.
- Clubhouse and any other common buildings shall reflect full articulation on all elevations.
- Mail boxes shall be located in protected or enclosed areas for weather protection and designed in keeping with the character of the development.

All amenities, such as street furnishings, trash receptacles, bollards and light fixtures shall reflect the overall development character.

PHASE I RESIDENTIAL ARCHITECTURE

Architectural Styles

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In order to achieve diversity and interest in Traverse Mountain, a number of architectural styles have been selected from those long admired in the traditional neighborhoods of Salt Lake City and Provo. Others that reflect the immediate mountain environment and a more contemporary look have been added to round out this palette of styles. Overall this palette contains a harmonious mix of styles that reflect Utah's strong sense of tradition, the latest in technical innovation and an appreciation for the surrounding natural environment.

Authenticity

The style matrix on each of the following pages will provide the builder and their design consultants the tools to create architectural designs appropriate and authentic to each style. The massing, character and detail of each selected style must be as authentic as possible, without using architectural gimmicks or sacrificing the integrity of that style or it's implied historical heritage.

Each master developer designated architectural style is defined by "Required Style Elements" that reflect typical characteristics and "Enhanced Style Elements" that further enhance the individuality of each individual style.

Master Developer Designated Architectural Styles

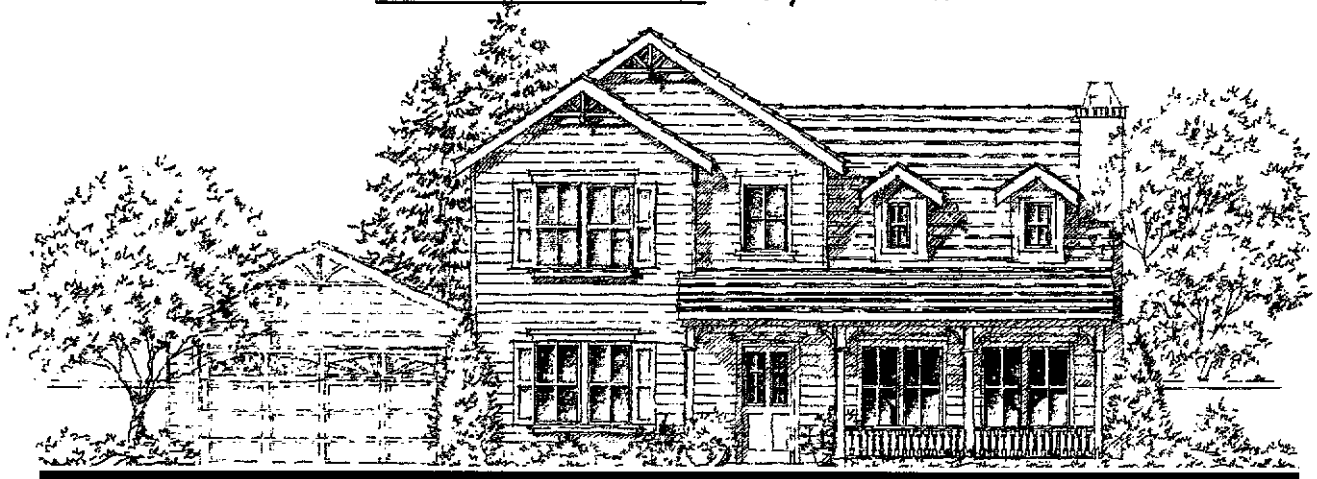
Group I	Group II	Group III
<ul style="list-style-type: none">• American Farmhouse• Colonial• Cottage• East Coast Traditional	<ul style="list-style-type: none">• Monterey• Craftsman• Italianate	<ul style="list-style-type: none">• Prairie• Utah Mountain Contemporary

Note: Neighborhood Builder: The architectural style and the number of architectural styles for each neighborhood shall be determined by the Master Developer.

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American Farmhouse — Style Elements

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Style Elements	Required	Enhanced
Form	<ul style="list-style-type: none"> Simple plan form massing and simple roof design 	<ul style="list-style-type: none"> Main gable roof with one or two intersecting gable roofs
Roof	<ul style="list-style-type: none"> 5:12 to 9:12 roof pitch Front to back main gable roof 12" overhangs 25 yr. architectural composition shingles or smooth flat concrete tiles 	<ul style="list-style-type: none"> 12" to 18" overhangs
Walls	<ul style="list-style-type: none"> Light to medium sand finish stucco or blended siding and stucco 	<ul style="list-style-type: none"> Full wrapped horizontal siding
Windows	<ul style="list-style-type: none"> Vertical multi-paned windows at front elevations and in high visibility public view areas Single paned windows on sides and rear elevations White vinyl windows 	<ul style="list-style-type: none"> Bay windows Built up header trims at front windows Single hung windows at front
Details	<ul style="list-style-type: none"> Porches with simple wood-like columns Porches with wood-like railings Stucco finish or horizontal siding wrapped chimney Garage door patterns complimentary to style Min. 1x4 window and door trim 	<ul style="list-style-type: none"> Shaped wood-like columns with knee braces Shaped wood-like window and door trim Shutters & layered header trims at front elevation Stone / brick chimney wrap Wood-like pot shelves
Colors	<ul style="list-style-type: none"> Whites or dark body colors Light earth tone bodies with contrasting cool or warm trims White or dark color accent trims 	

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American Farmhouse – Inspiration Imagery



Full Length porch



Wrap around porch



Fully wrapped siding



Blended siding and stucco



Simple massing and gabled roof forms



Shed roof dormer and flower box detail

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Colonial — Style Elements

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Style Elements	Required	Enhanced
Form	<ul style="list-style-type: none"> Simple plan form massing and simple roof design 	<ul style="list-style-type: none"> Simple 1 story or 2 story stacked massing
Roof	<ul style="list-style-type: none"> 6:12 to 12:12 roof pitch 0" to 12" overhangs Front to back dominant gable roof with one intersecting gable roof 25 yr. architectural composition shingles or smooth flat concrete tiles 	<ul style="list-style-type: none"> Front to back dominant gable roof with multiple intersecting gable roofs 18" to 24" overhangs
Walls	<ul style="list-style-type: none"> Blended siding and stucco, fine to light sand finish or light face finish stucco 	<ul style="list-style-type: none"> Full wrapped horizontal siding
Windows	<ul style="list-style-type: none"> Vertical multi-paned windows at front elevations and in high visibility public view areas Single paned windows on sides and rear elevations Min. 1x4 wood window and door trim White vinyl windows 	<ul style="list-style-type: none"> Bay windows Ornate style driven wood-like window and door trim surrounds Single hung windows at front
Details	<ul style="list-style-type: none"> Covered entry with simply trimmed wood-like columns Stucco finish or horizontal siding wrapped chimney Garage door patterns complimentary to style Round attic vents Brick accents 	<ul style="list-style-type: none"> Classical wood columns Cornice gable end trim Enhanced entries with decorative wood railings Shutters & layered header trim at front elevation Brick chimney wrap Decorative round or oval attic vents Brick accents and wainscot at first floor
Colors	<ul style="list-style-type: none"> Pastels to cool colors with white trims Dark color shutters White trim / fascias 	

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Colonial – Inspiration Imagery



Simple 2 story stacked massing



Trellis and driveway gates



Dominant gable roofs



Colonial window trim



Covered entry with wood columns



Colonial detailing at garden fence

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Cottage – Style Elements

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Style Elements	Required	Enhanced
Form	<ul style="list-style-type: none"> Rectangular plan form massing with some recessed 2nd floor area 	<ul style="list-style-type: none"> Rectangular plan form massing with substantially recessed 2nd floor
Roof	<ul style="list-style-type: none"> Main roof hip or gable with intersecting gable roofs 6:12 to 12:12 roof pitch 0" to 12" overhangs 25 yr. architectural wood or asphalt shingles or smooth flat concrete tiles 	<ul style="list-style-type: none"> Main roof hip or gable with intersecting gable roof or steep 2nd story roof breaking over 1st story elements 12" to 24" overhangs Sloping curve roof line
Walls	<ul style="list-style-type: none"> Light to medium sand finish or light lace finish stucco 	<ul style="list-style-type: none"> Smooth finish stucco
Windows	<ul style="list-style-type: none"> Vertical shaped windows with mullions and simple 2x trim at front elevation and at high visibility areas Single paned windows on sides and rears White vinyl windows Stucco over foam window and door trim 	<ul style="list-style-type: none"> Curved or round top accent windows Bay windows Single hung windows at front
Details	<ul style="list-style-type: none"> Entry accents with real or faux stone and /or blended with brick covered entry alcove or tower element Garage door patterns to compliment style Shutters 	<ul style="list-style-type: none"> Horizontal siding accents Stone or brick chimney Stone accents Wrought iron or wood-like balconies and wood-like potshelves Pastel to cool colors
Colors	<ul style="list-style-type: none"> Whites and earth tones Dark color accents / trim (shutters) 	

PHASE I RESIDENTIAL ARCHITECTURE

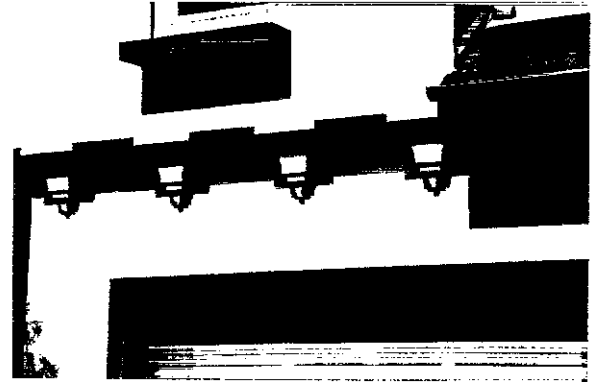


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Cottage – Inspiration Imagery



Main gable roof with intersecting gable roofs



Cottage style corbels



Entry roof form



Bay window



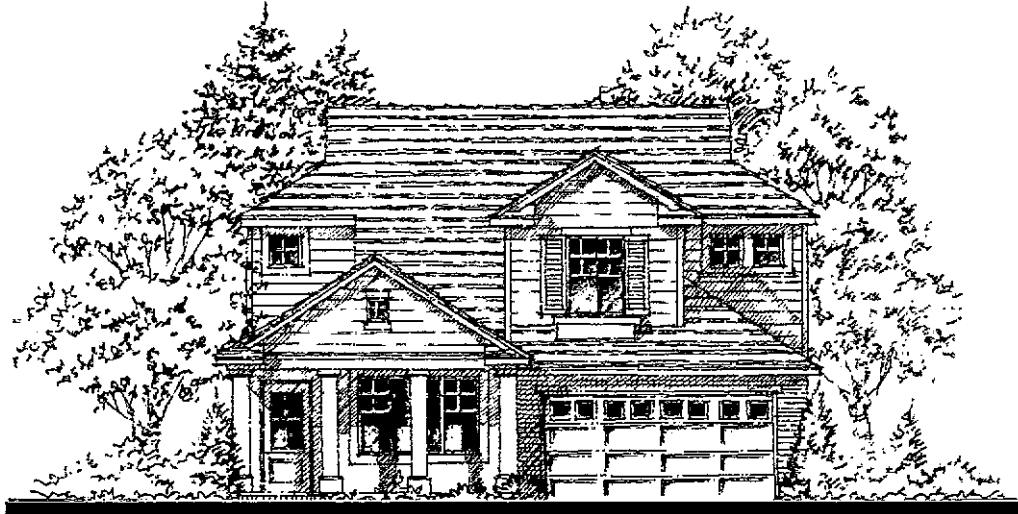
Stucco building with brick accent



Entry gate with trellis

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East Coast Traditional – Style Elements ENT 92301:2002 PG 106 of 151



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Style Elements	Required	Enhanced
Form	<ul style="list-style-type: none"> Plan form massing with a vertical and a horizontal break 	<ul style="list-style-type: none"> Plan form massing with multiple vertical and horizontal breaks
Roof	<ul style="list-style-type: none"> 6:12 to 12:12 roof pitch 18" to 24" overhangs 25 yr. architectural concrete roof tile with shingle look Front to back gable or hip roof with intersecting hip or gable roofs 	<ul style="list-style-type: none"> Front to back gable or hip roof with multiple intersecting hip or gable roofs at first and second floors
Walls	<ul style="list-style-type: none"> Blended stucco and siding, light to medium sand finish stucco 	<ul style="list-style-type: none"> Full wrapped horizontal siding and/or brick
Windows	<ul style="list-style-type: none"> Single pane windows at sides and rears White vinyl windows Round top accent windows 	<ul style="list-style-type: none"> Vertical window shape, multi-paned at front elevation Bay window
Details	<ul style="list-style-type: none"> Full porches and or balconies with wood columns and wood-like railings Simplified versions of Colonial cornice trim at gable ends 2x6 window and door trim Garage door patterns complimentary to style 	<ul style="list-style-type: none"> Header window wood-like accent trim Square wood-like columns with trim Wood window pot shelves Brick chimney wrap Shutters
Colors	<ul style="list-style-type: none"> Pastel to cool colors, fascias and trim elements White or off-whites detailing Dark color shutters and accents 	

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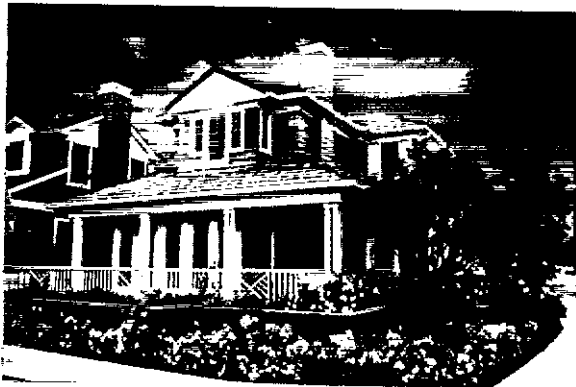
East Coast Traditional – Inspiration Imagery



Front to back roof with intersecting shed roof



2 car garage with single doors to reduce impact of garage to street



Multiple gable end dormers



Broken pediment and vents at gables, bay window, shutters



Corner wrap around architecture

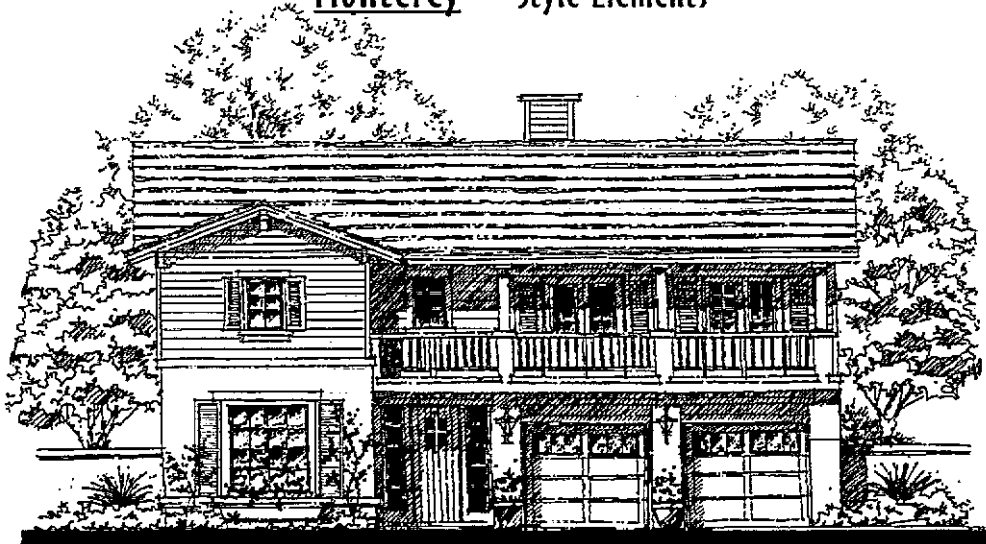


Squared wood-like columns with trim

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Monterey – Style Elements

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Style Elements	Required	Enhanced
Form	<ul style="list-style-type: none"> Simple box plan form 	<ul style="list-style-type: none"> Simple box plan form with one story break
Roof	<ul style="list-style-type: none"> Main hip roof front to back at 4:12 to 7:12 and shed roof break over balcony at 3½ to 4½:12 roof pitch 12" to 24" overhangs 25 yr. architectural composition shingles 	<ul style="list-style-type: none"> Main hip roof front to back with one intersecting front facing gable roof
Walls	<ul style="list-style-type: none"> Fine to medium sand stucco finish combined with horizontal siding accents at gable ends and 2nd floor 	<ul style="list-style-type: none"> Smooth finish stucco with horizontal siding on 2nd story Brick 1st story with horizontal siding on 2nd story
Windows	<ul style="list-style-type: none"> Simplified Colonial style window and door trim Single pane windows at sides and rears White vinyl windows 	<ul style="list-style-type: none"> Vertical window shape with multiple panes often in groupings Enhanced, authentic Colonial window and door trim
Details	<ul style="list-style-type: none"> Wood balcony and railing Ornate chimney top trim Round tile attic vents Garage door patterns complimentary to style Shutters 	<ul style="list-style-type: none"> Brick chimney Brick veneer wainscot at first floor Wood-like corbels Recessed accent windows Arched and sloping fin walls Decorative wrought iron accents
Colors	<ul style="list-style-type: none"> Whites, painted brick White or dark brown trims, balconies Dark accents on doors and shutters 	<ul style="list-style-type: none"> Whites, painted brick, bold accents

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Monterey – Inspiration Imagery



2 story mass covers entry



Recessed entry door



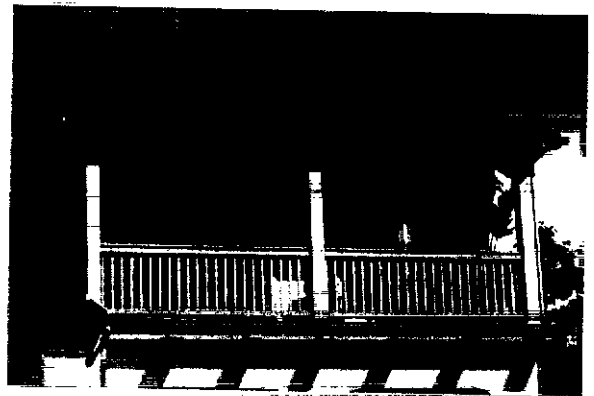
Corner balcony



Shaped corbels and recessed garage door



Combined brick and siding materials

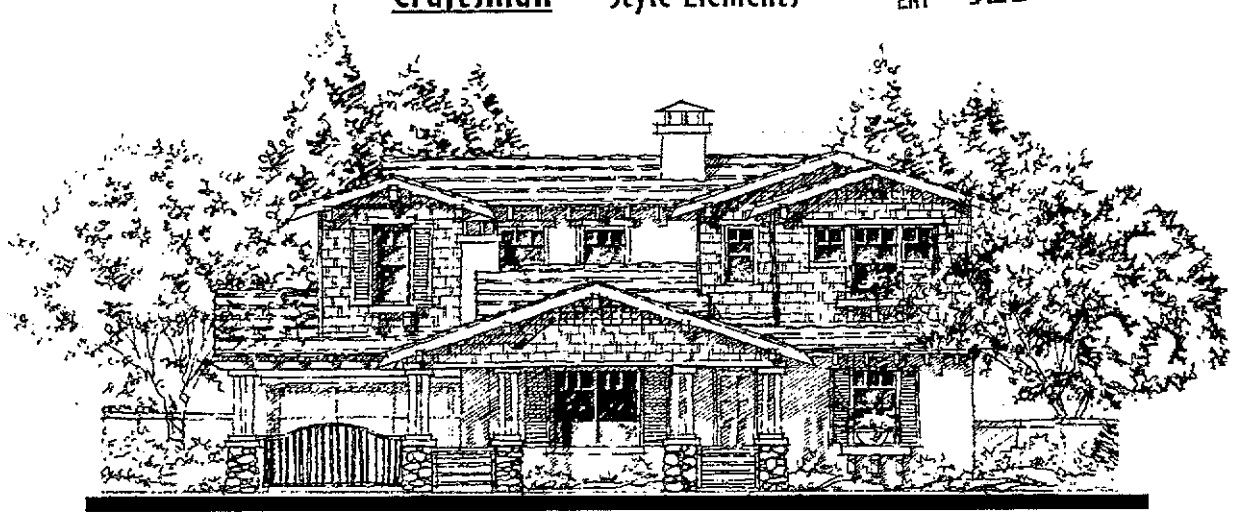


Simple wood-like balcony rail

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Craftsman – Style Elements

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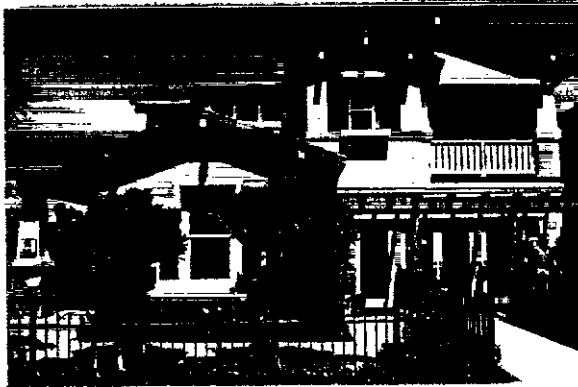
Style Elements	Required	Enhanced
Form	<ul style="list-style-type: none"> • Simple 2 story boxed massing with vertical and horizontal breaks 	<ul style="list-style-type: none"> • Varied plan shapes
Roof	<ul style="list-style-type: none"> • 3½:12 to 4½:12 roof pitch • 18" to 24" overhangs • 25 yr. architectural composition shingles or shingle texture flat concrete tiles • Basic gable roof side to side or front to back with cross gables 	<ul style="list-style-type: none"> • Varied porch roofs - shed or gabled • 18" to 36" overhangs • Architectural quality asphalt shingles
Walls	<ul style="list-style-type: none"> • Blended siding and stucco • Light to medium sand finish or California Monterey finish 	<ul style="list-style-type: none"> • Smooth finish stucco with stone base accent or plain texture shingle siding • Battered wall accents
Windows	<ul style="list-style-type: none"> • Vertically hung upper mullioned windows at front elevation and in high visibility areas • Often ganged in pairs • Single pane windows at sides and rears • White vinyl windows 	<ul style="list-style-type: none"> • Single hung wood windows at front elevation • Feature ribbon windows 3 or more
Details	<ul style="list-style-type: none"> • Entry porches with heavy square columns or posts on stone piers • Arts and crafts style lighting fixtures • Shaped wood-like header trim at windows and doors • Simple knee brace • Outlooker 	<ul style="list-style-type: none"> • Full porches with heavy or battered square columns on stone piers • Classically styled columns • Battered columns • Blended stone and brick chimney • Layered wood trims at doors and windows • Stone and/or brick base accents • Open eave overhangs w/ shaped roof rafter tails • Decorative ridge beams and purlins • Triangulated knee braces
Colors	<ul style="list-style-type: none"> • Light earth tone colors • Contrasting trim colors • Playful / dark accents on trim and shutters 	<ul style="list-style-type: none"> • Deep earth tones

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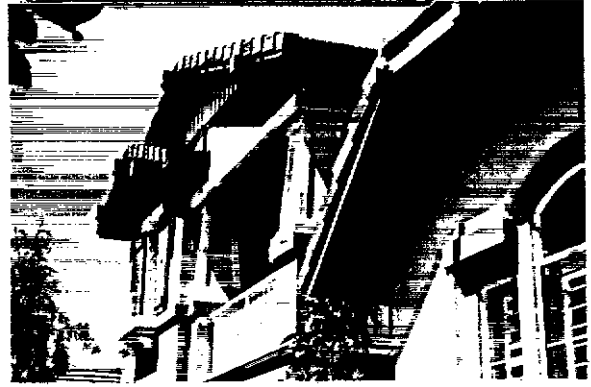
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Craftsman — Inspiration Imagery



Gable roofs with outlookers



Shaped outlookers



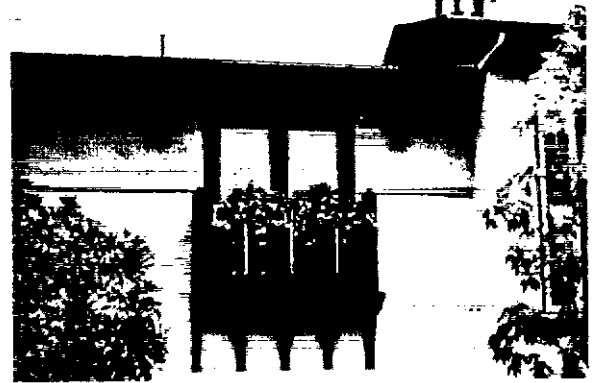
Simple gabled roofs and battered porch columns



Crafted character details and stone or brick accents



Simple massing with character elements

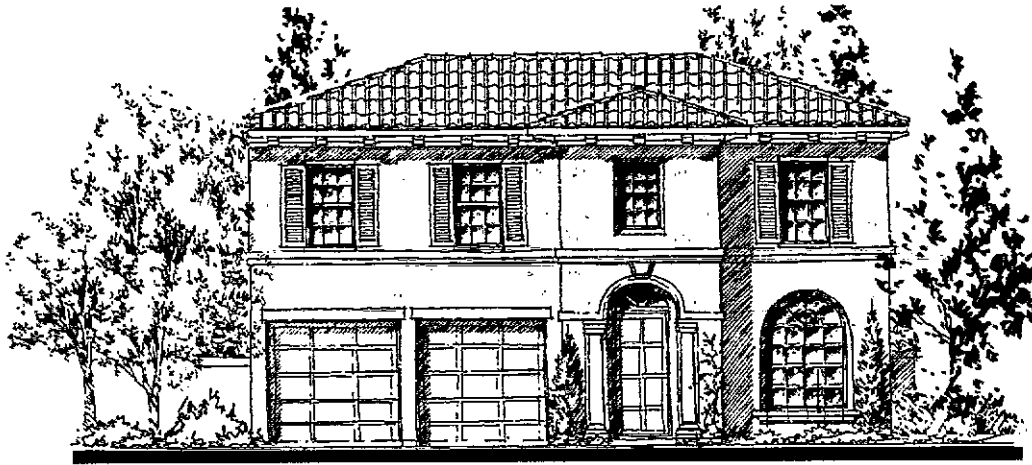


Shutters & shaped window header trim

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Italianate – Style Elements

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Style Elements	Required	Enhanced
Form	<ul style="list-style-type: none"> 2 story massing with one vertical and one horizontal break 	<ul style="list-style-type: none"> 2 story varied massing
Roof	<ul style="list-style-type: none"> Main hip roof with minor intersecting hip roofs 3½:12 to 4½:12 roof pitch 24" overhangs, stucco soffits 25 yr. architectural composition shingle or flat tile look 	<ul style="list-style-type: none"> 24" overhangs, stucco soffits with decorative shaped corbels below
Walls	<ul style="list-style-type: none"> Fine to light sand finish or light lace finish stucco 	<ul style="list-style-type: none"> Smooth finish stucco Stone accents
Windows	<ul style="list-style-type: none"> Vertically hung 9 and 12 paned windows at front elevation and in high visibility areas Often ganged in pairs Single pane windows at sides and rears White vinyl windows 	<ul style="list-style-type: none"> Deep recessed windows in front elevation wall plane Windows ganged together in doubles and triples Round top windows over rectangular windows at feature locations
Details	<ul style="list-style-type: none"> Tapered round or square simple stucco columns Entry porch Belt course trim 	<ul style="list-style-type: none"> Arched windows and trim 2nd story balconies in wrought iron Classically styled pre-cast columns Massive chimney Tower elements Stone base veneers Shutters
Colors	<ul style="list-style-type: none"> Mid value saturated colors White trim elements Dark accents on shutters 	<ul style="list-style-type: none"> Saturated deep, warm hues with contrasting trims

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Italianate — Inspiration Imagery



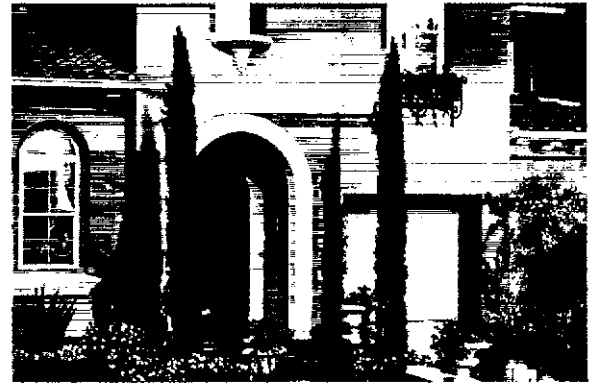
Main hip roof with minor intersecting hip roofs



2nd story wrought iron balcony



2 story massing with varied one story elements



Embellished entry door



Classic two story massing with detailed columns at entry

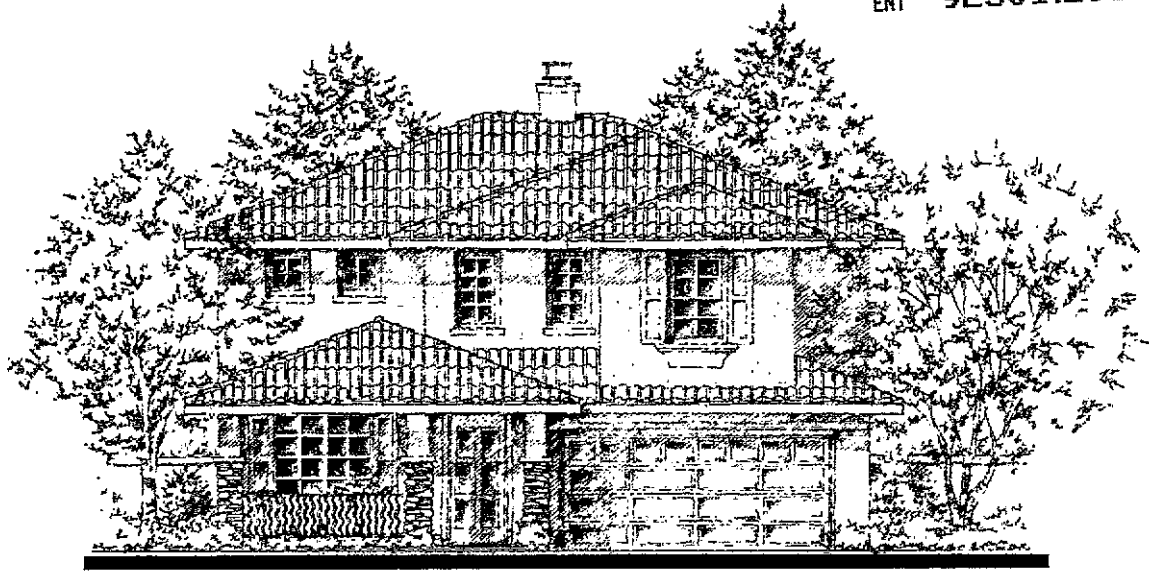


Belt course trim and arched windows

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Prairie – Style Elements

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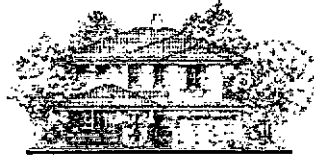


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Style Elements	Required	Enhanced
Form	<ul style="list-style-type: none"> • 2 story massing with horizontal design elements and one story elements 	<ul style="list-style-type: none"> • Primarily one story massing
Roof	<ul style="list-style-type: none"> • Hip roof design with boxed stucco soffits • 3½:12 to 4½:12 roof pitch • 24" overhangs, stucco soffits • 25 yr. architectural composition shingles or smooth flat concrete tiles 	<ul style="list-style-type: none"> • Hip roof design with boxed stucco soffits and one major cross hip roof
Walls	<ul style="list-style-type: none"> • Stucco with stone or brick accents • Fine to light sand finish or light face finish stucco 	<ul style="list-style-type: none"> • Blend of stone and smooth finish stucco
Windows	<ul style="list-style-type: none"> • Vertical windows at first floor and horizontal windows at 2nd floor along belt course • White vinyl windows 	<ul style="list-style-type: none"> • A wide variety of mullion patterns allowed
Details	<ul style="list-style-type: none"> • Covered entry with stucco or wood-like columns on stone base • Broad flat chimney with brick cap detail • Stone or brick accents 	<ul style="list-style-type: none"> • Massive stucco columns on stone pier bases • Full porch • Stone / brick facade elements • Arched entry element • Stucco reglets • Enhanced trim detailing around entry • Stone or brick chimney
Colors	<ul style="list-style-type: none"> • Wide range of light earth tones and contrasting trim 	<ul style="list-style-type: none"> • Wide range of medium to dark earth tones and contrasting trim

PHASE I RESIDENTIAL ARCHITECTURE

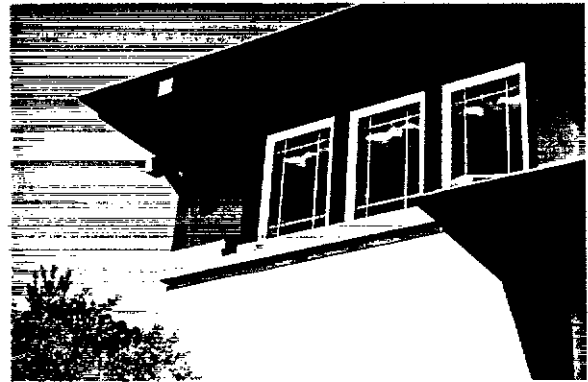
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Prairie – Inspiration Imagery



Porte cochere and oversized brick columns



Belt course trim and boxed soffit



Hip roofs and one story elements



Brick accent and vertical shape,
ganged windows



Brick accent at entry alcove



Stone field / accent materials and authentic
character details

PHASE I RESIDENTIAL ARCHITECTURE

Utah Mountain Contemporary – Style Elements ENT 92301:2002 PG 116 of 151



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Style Elements	Required	Enhanced
Form	<ul style="list-style-type: none"> • 2 story massing with horizontal design elements with one story elements 	<ul style="list-style-type: none"> • Primarily one story massing
Roof	<ul style="list-style-type: none"> • Hip or gabled roof design with boxed stucco soffits • 3½:12 to 4½:12 roof pitch • 18" - 24" overhangs, stucco soffits • 25 yr. architectural composition shingles or standing seam metal 	<ul style="list-style-type: none"> • Hip roof design with boxed stucco soffits and one major cross gable or hip roof. May include shed roof forms on single story elements
Walls	<ul style="list-style-type: none"> • Blending stone or siding w/stucco • Fine to light sand or light lace stucco finish 	<ul style="list-style-type: none"> • Smooth stucco finish
Windows	<ul style="list-style-type: none"> • Vertical windows at first floor, vertical and/or banded or ganged horizontal windows at 2nd floor • White vinyl windows 	<ul style="list-style-type: none"> • A wide variety of mullion patterns allowed
Details	<ul style="list-style-type: none"> • Dominant covered entry element with blended stucco and stone or stone columns base • Broad flat chimney with detail 	<ul style="list-style-type: none"> • Massive stucco or stone columns or battered piers • Step up full porch • Stone / brick / metal accents • Substantial entry element • Trim detailing around entry • Triangulated knee braces • Exposed rafter tails • Substantial glazing elements w/ enhanced trim • Balcony w/ wood-like railed edge
Colors	<ul style="list-style-type: none"> • Wide range of light earth tones and contrasting trim • Natural wood tones 	<ul style="list-style-type: none"> • Wide range of medium to dark earth tones and contrasting trim

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Utah Mountain Contemporary – Inspiration Imagery



Asymmetrical one and two story massing



Banded horizontal elements and glazing details



Materials relate to environment



Enhanced glazing and trim details



Primarily hip and gable roof elements



Organic blend of natural and man-made materials

PHASE I RESIDENTIAL ARCHITECTURE

Secondary Elements - For All Residential Architecture

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The following represents additional character elements to be reviewed for approval in the community. These elements typically go unnoticed as part of the architectural background in neighborhoods.

Appurtenant Structures

All detached structures to be used as living space shall conform to the design standards of the existing dwelling on the lot. This type of structure shall be reviewed for conformance with design standards and approval.

Awnings

Awnings may be used to reinforce the architecture of the residence. When provided, they shall be compatible with the style, designed as an integral part of the architecture, and colored to match or complement the wall surface to which they are attached.

Entry Court Gates and/or Motorcourt Gates

Pedestrian and/or auto gates for individual lots or parcels shall be submitted for design review and approval. Appropriate pedestrian access must be provided.

Exterior Architectural Lighting

Selection of light fixtures for highly visible locations (i.e. entry areas, corner lots) shall be submitted for design review and approval.

Gutters and Downspouts

Exposed gutters will be colored to match the roof or wall material. Exposed downspouts will be colored to match the surfaces to which they are attached. As an exception, natural copper gutters and downspouts are permitted.

Mailboxes

Standard postal service mailboxes will be provided according to the designated design for each neighborhood type. The individual box type shall be submitted for design review and approval.

Mechanical Equipment

All mechanical equipment such as air conditioning/heating equipment, soft water tanks, pool and spa equipment, and electric self-timer boxes for sprinklers or exterior landscape/lighting shall be completely screened from public view. In the case of multi-family buildings, equipment may also be mounted on a flat roof or behind parapet walls to completely screen it from view.

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Meters

Both gas and electric meters and cable panels shall be screened from view with landscape. The details shall be submitted for design review and approval.

Patio Structures/Gazebos

The use of patio structures is encouraged. They shall be integral to the building form to add articulation to otherwise large unbroken wall masses. The details shall be submitted for design review and approval.

Residential Address Numbers

All address fixtures are encouraged to be lit. The type and location of fixtures shall be appropriate to the architectural style of the residence and shall be submitted for design review and approval.

Roof Flashing & Vents

All flashing and vents shall be colored to match the material to which it is attached.

Stairs and Steps

Exterior stairs that are designed for access to second story living areas shall be designed as integral to the massing and appropriately articulated with respect to the style of the residence.

Sky Lights

Sky lights shall be designed as an integral part of the roof. The glazing shall be clear or solar bronze; white glazing is prohibited. The framing materials shall be colored to match or blend with the roof.

Solar Panels

Design and installation plan subject to Traverse Mountain Design Review Committee review and approval.

Trash Enclosures

Areas shall be provided for trash and recycling bins to be concealed from public view. The enclosure shall be designed in keeping with the style of the primary architecture.

Materials and Colors Concept:

The colors and materials used at Traverse Mountain will reflect a general theme of environmental harmony with the surrounding region and neighborhood character. The architectural style palette will contribute to this goal as the color palette for each style historically shares this "common sense" approach to the use of materials and colors indigenous to the region. New interpretations of these classic combinations of materials and inherent colors are encouraged as they relate to a general feeling of neighborhood unity.

PHASE I RESIDENTIAL ARCHITECTURE

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Materials and Colors Criteria:

A variety of natural looking materials and colors will provide the diversity required for visual interest while unifying the homes with their settings and creating a timeless appeal. The primary purpose of the architectural color palette selection is to avoid monotony, providing a variety of colorful schemes and promoting visual diversity.

To further this goal of diversity, the following criteria shall be met:

1. Each elevation shall have a minimum of three colors (four is preferred. For example, one body color, one trim color and two accent colors).
2. Each neighborhood shall have a minimum of three different roofing material colors.
3. Individual color schemes must be appropriate to the architectural styles with a harmonious selection of accent materials, roof profiles and colors. Colors in general should not be in harsh contrast or compete with the colors of the surrounding natural environment.
4. No adjacent home shall have the same color scheme.
5. All materials should be used in an authentic manner and only when appropriate to style.

Color palettes that reflect traditional architectural themes are the basis for successful modern interpretations. Current color trends integrated within a historically referenced framework create dynamic, yet timeless color combinations.

The following are specific requirements regarding materials and colors that apply to all homes in Traverse Mountain. Any proposed substitutions (high quality only) are subject to review and approval by the Traverse Mountain Design Review Committee.

Brick: Real brick is to be used. "Brick-look" or veneers are not permitted. When used as an accent material, brick shall cover 50% minimum of the façade surface.

Stone: All stone must be natural or cultured stone, (such as El Dorado, etc.). It must be in the appropriate proportion and scale for the style and elements to which it is being applied. Accent stone shall cover a minimum of 50% of the façade surface.

Siding: Hardi-Plank is permitted and appropriate for wall and accent surfaces. High quality vinyl siding may be used as an accent only on the front façade, except corner lots on which it may be used on the front and one side. Under no circumstances is aluminum siding allowed on any surface. A like quality product may be permitted subject to review and approval.

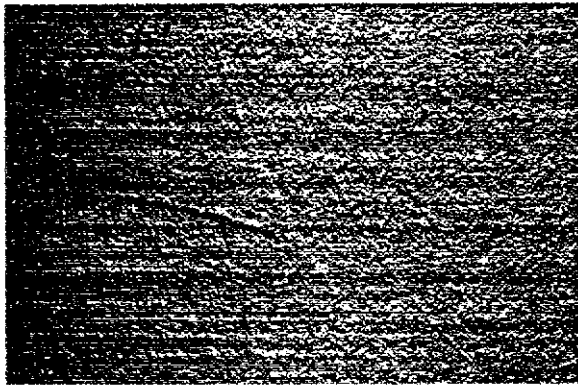
Trim, Eaves, Fascia: Aluminum, vinyl or equivalent quality weather resistant, low maintenance materials appropriate to styles will be permitted subject to review and approval.

Fencing, Porch/Balcony Railing: Wood fences, porch or balcony rails are discouraged. Vinyl wood-like products should be used for these elements. Their use and design are subject to review and approval.

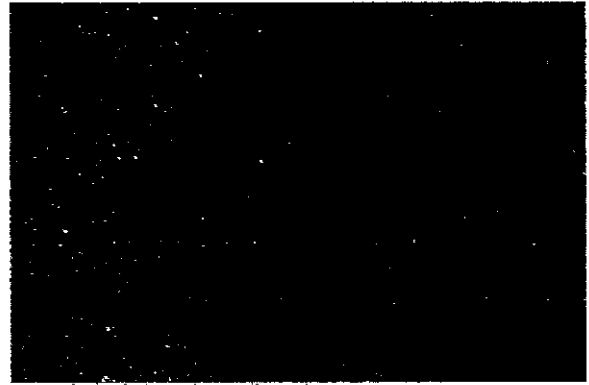
PHASE I RESIDENTIAL ARCHITECTURE

Stucco and Synthetic Stucco Finishes:

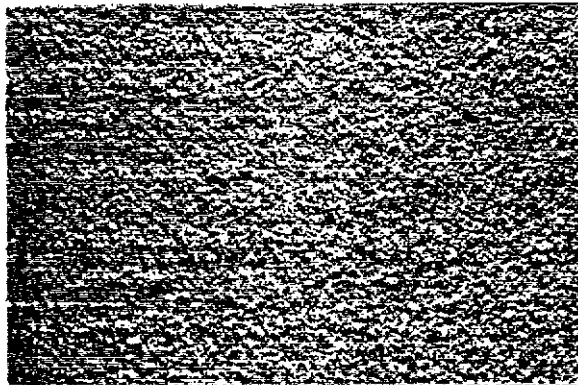
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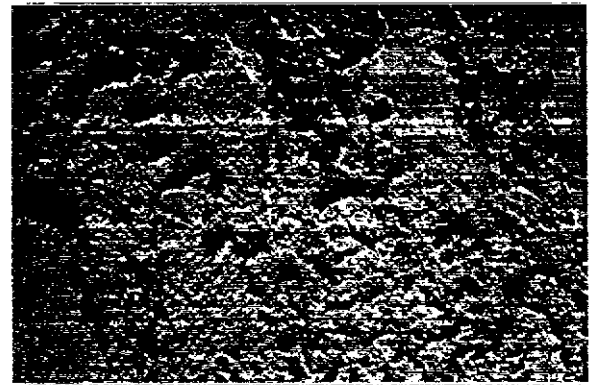
Fine Sand Finish



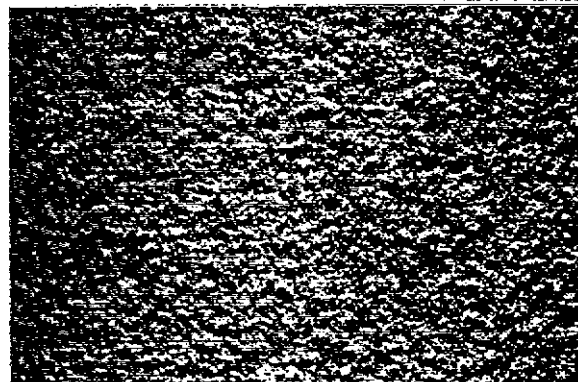
Smooth Finish



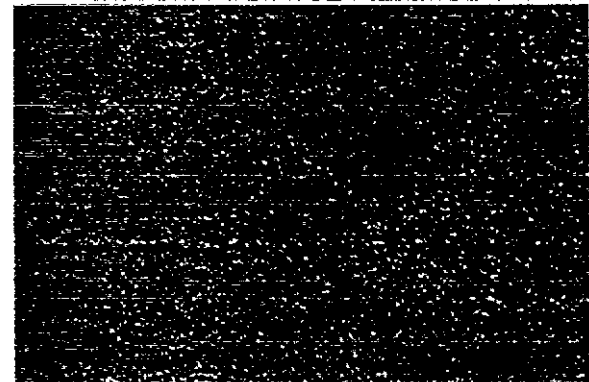
Light Sand Finish



Heavy Lace (Not Allowed)



Medium Sand Finish



Pearlite Finish

SECTION FOUR

"At Traverse Mountain, there is an exciting connection being created to nature, to education, to neighborhood, to the future...and to life itself."

The landscape concept for Traverse Mountain is a reflection of the Utah Mountain Contemporary community theme. This "Utah Mountain Contemporary" character is the thematic style developed for this community and is carried out through all public elements of architecture and landscape. The landscape is a unifying element throughout the community, using a consistent framework of hardscape and softscape design, materials and colors.

LANDSCAPE

The plant palette is derived from the surrounding immediate and regional natural environments, combined with selected non-native plants and accent materials to provide drama, color, variety and shade to neighborhoods and commonly used areas. These added plants and materials will be used generously within those areas and gradually blended into the natural palette in landscape edges, providing transitional landscapes between the built and natural environments.

Landscape Character

The landscape character in Traverse Mountain emphasizes three elements: tradition, technology and nature.

- Formal or naturalized plantings selected from the plant palette will complement indigenous regional species to provide thematic drama at community or public level entries and facilities.
- Tree-lined streets will provide a comfortable pedestrian scale and quality to traditional neighborhood environments. Large shade trees, flowering accent trees, shrubs and ground covers will be used in formal or naturalized plantings at entries and in parks.
- At landscape edges, or transitional zones, such as sidewalk to trails or trails and parks to natural open spaces, selected palette plants will be combined with native regional and on-site species to accomplish a naturalized transition from the built to the natural environment.

Landscape Responsibility

The Master Developer in Traverse Mountain will provide the following:

- Landscapes along arterial roads and collectors
- Community neighborhood entry and identification monuments
- Community park and recreation facility
- Open Space areas
- Community walls and/or fences (along boulevards)

Neighborhood Builders/Parcel Developers

Individual Neighborhood / Parcel Developers are responsible for providing:

- Landscapes along neighborhood streets - Parkway planting
- Individual lots - front yard landscaping - Front yard paving
- Pedestrian trails/links (within parcel) to adjacent neighborhoods, streets and parks
- Neighborhood parks (within parcel)
- Community walls, retaining walls, and/or fences as required within each parcel

All of the above landscape elements shall be designed and installed in accordance with the Traverse Mountain Community Landscape plan and specific parcel packages.

LANDSCAPE ELEMENTS:

Parcel Entries & Identification

In order to maintain a sense of continuity throughout Traverse Mountain, parcel entries will be provided, designed and planted in character with corresponding entry/identification monuments. These shall be designed using the "Utah Mountain Contemporary" community style palette to reinforce all community, village and neighborhood level signs and monumentation. Plantings must include at least three to five primary trees selected from the Traverse Mountain Community Plant Palette (see appendix).

All entry and identification monument plans are subject to design review and approval

Neighborhood Street Landscapes

Internal neighborhood street landscapes are the responsibility of each neighborhood / parcel builder. This includes the installation of curb separated sidewalks, parkways, street trees, parkway planting and an automatic irrigation system. Irrigation and maintenance of all of these elements during the construction period is the responsibility of the neighborhood builder.

Sidewalks and driveway aprons are to receive a medium broom finish and a score pattern that complies with City of Lehi standards. Hardscape at corners should be minimized as much as possible while still maintaining standards for accessibility.

Parkways

Parkways are to be planted with ground cover or turf and street trees as specified in the plant palette. Street Trees are to be planted in parkways at a maximum of 30' on center to insure a visible planting pattern. This may result in more than one tree per lot and must be adjusted according to locations of utilities, driveways, etc. In cases where parkways do not exist, street trees should be planted at 5' back of curb.

Individual Lot Landscapes

Landscape designs should be complementary to the architectural style of each home, providing a variety of plans in each neighborhood.

- Plantings must include at least one front yard tree, (in addition to street trees), foundation shrubs to define spaces and screen utility/trash elements, and a minimum lawn area not to exceed CC & R maximums.
- Front entry walks should be designed using a variety of materials and forms that complement each individual home.

All elements of landscape design are subject to design review and approval. (See Design Review Process, Section V)

Pedestrian Trail Connections

Pedestrian trail connections to adjacent neighborhoods, parks and open space are required in some neighborhoods where shown on plans. Depending on their location in the community, these may require sidewalks or other trail surfaces that transition to softscape in open space areas. Maintenance of these areas and related plantings are the responsibility of the neighborhood builder until occupancies have been established. Specific requirements are noted in parcel packages.

Neighborhood Parks

A park and/or open space is to be integral to each neighborhood design to provide a gathering place for residents and a focal point upon entry to the neighborhood. These open space elements shall be located along the edge or at the end of the entry street as a common element for builders to model homes around. Enhanced landscaping for shade and aesthetics and added play elements or site furnishings should be provided to help convey the character of the neighborhood.

Neighborhood Walls and Fences

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Publicly visible fences and gates, tastefully designed, add to the character of a neighborhood and provide the desired separation of space while eliminating or diminishing the appearance of more solid barriers.

Such fences shall be consistent with individual architectural styles, and constructed with a high quality level of materials and craftsmanship. (see appendix d - "Fence Types" for approved designs)

Permitted fencing and wall materials include wood-like products and stone. Plywood systems are prohibited. Chain link is permitted along Murdock Canal only for safety and security.

Lighting

Fundamentals

- **Light for visibility, security and aesthetics.**
- **Design in character with community image**
- **Contain individual parcel lighting on site**

All lighting should be designed with both vehicular and pedestrian use and movement/safety in mind. Areas that require lighting include parking areas, walkways and stairs, entries and other spaces that may be used after dark. All exterior lighting shall be controlled automatically by photo cells and timers.

All public or non-gated neighborhoods and/or parcels must use poles, bases, fixtures and related components from the Traverse Mountain Community Lighting Palette (see Appendix). Private parcels may use poles and fixtures appropriate to the architectural character of that development, subject to design review and approval

Lighting that produces excessive glare or shines on adjacent parcels is not permitted. Inconspicuous fixtures and those that shield light overflow are preferred for landscape and recreation use. Decorative fixtures are appropriate for use on architectural elements.

Street Lighting

Street lighting shall be provided on all public and private streets in Traverse Mountain. Poles, bases, fixtures and other related lighting components must be selected from the Community Lighting Palette. (See Appendix) The master developer will provide street lighting along primary community collector roads. Street lighting within individual parcels is the responsibility of that parcel/neighborhood builder and per Lehi City.

Site Lighting

Landscape lighting of trees as focal elements is encouraged where both direction and definition are needed. Unless they are a decorative part of an architectural design palette, fixtures should remain unseen and should be placed within a planted area or mounted above the focal point.

Structures are typically lit for aesthetic and directional uses. They should be washed or spotted with inconspicuous/concealed fixtures and accented with applied decorative fixtures that are part of an approved architectural design palette. Addresses (public or private) are encouraged to be lit for ease of location.

All lighting plans, equipment and relative components are subject to design review and approval.

Site Furnishings

A community image palette for site furnishings has been developed for Traverse Mountain. (See Appendix). The examples within this palette represent the intended character for these furnishings. Unique items that are not specified, customized furnishings or others that represent the appropriate character may be submitted for review and approval.

Model Home Complex

The model complex should be tastefully designed and landscaped, providing an example for future homeowners.

- Overall plantings should reflect the architectural theme of the neighborhood.
- Individual planting schemes should complement each model, accenting entries with color and providing massed planting to screen adjacent construction sites.
- Lighting is highly encouraged, provided that visible fixtures are in keeping with architectural styles and others are concealed or placed inconspicuously.
- Fencing should be used consistently throughout the complex in a style that complements the neighborhood architectural image.

Construction Control

Protection of the natural beauty of the immediate natural landscapes is of the utmost importance. Environmental sensitivity shall be respected by all those performing any construction or any related business that occurs on or near any parcels in Traverse Mountain.

Parcel developers and their subcontractors shall exercise extreme care to protect public health, safety and welfare during all phases of construction. This includes proper warning signs, fencing of any hazardous areas and security services when determined necessary by Traverse Mountain.

- Any/all elements related to construction including but not limited to people, machinery, vehicles and equipment shall remain within the immediate designated and approved construction zones at all times.
- Erosion control shall be provided as necessary by parcel developers to prevent silt or debris from being washed onto streets, adjacent parcels or community open space during construction.
- Access roads to and from construction zones will be provided by the master developer. Ingress and egress routes to individual site construction shall be strictly followed at all times.
- Removal of any vegetation outside of the approved construction area is strictly prohibited.
- All areas shall be kept free of trash, materials and waste. Construction sites shall be left in a neat and orderly condition at the end of each workday, with trash being disposed of in covered receptacles that are emptied at least once per week.

Fines will be imposed on any/all firms or individuals that fail to meet these environmental and/or safety requirements.

SECTION FIVE

"There are many facets that go into creating a well-rounded life. It begins with a community inspired by nature. And never ends, if one is fortunate enough to live here."

DESIGN REVIEW PROCESS

In order to maintain the highest quality in architecture and overall community appearance, all new architecture shall be subject to review by the Traverse Mountain Design Review Committee. The Traverse Mountain Design Review Committee shall consist of the Traverse Mountain Project Team, and an Architect or professional Design consultant employed by Mountain Home Development Corp. This Committee will review designs for architecture in the community for conformance with this document. Approval from the Traverse Mountain Design Review Committee does not guarantee approval or a permit from other jurisdictions or entities, but is the first step in the process.

The Traverse Mountain Design Review Committee must approve and sign all plans prior to submittal to the City of Lehi for a building permit. In addition, they will track all other requirements including percentages of plan mix, materials and other elements noted in this document. Each individual builder is responsible for all applicable permits and approvals from the City of Lehi, and any other currently applicable agencies.

DESIGN REVIEW PROCESS

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Overview

Phase one community development consists primarily of residential neighborhood architecture. The following process and required submittals are intended for residential architecture. Design review process fees may be assessed. Interested parties should inquire prior to submittal process.

All residential architecture will be reviewed by the following three step design review process. Builders must submit required exhibits, re-submit plans with any required revisions, and receive written approval from the Design Review Board before proceeding to each sequential step. The following section provides a brief description of that 3 step process:

Step I - Preliminary Design Review

Conceptual Level Architecture and Site Plans.

Step II - Intermediate Design Review

Rough Grading, Architectural design drawings, Colors and Materials, Site Plans, Landscape Concepts.

Step III - Final Review

Final construction documents, colors and materials boards, landscape drawings and phased plot plans.

Completion of this design review process is to satisfy requirements for the community of Traverse Mountain only. All approvals are also subject to conformance with Traverse Mountain CC&R's. Refer to section 4.4.3 of that document titled 'Standard for Approval' for specific criteria. There may also be additional regulations and/or requirements set forth by the City of Lehi or other applicable agencies.

The City of Lehi will not process building permits without a signed approval from the Traverse Mountain Design Review Committee.

DESIGN REVIEW PROCESS

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Step 1 - Preliminary Design Review Process

1. Each representative on the Traverse Mountain Design Review Committee must receive copies of all required submittal exhibits seven (7) working days prior to their meeting.
2. The Traverse Mountain Design Review Committee shall meet to review conceptual architectural plans and elevations and rough site concept plans (where final map has not been processed). A builder representative is encouraged to be present, but their attendance is not required.
3. Within ten (10) working days following the Preliminary Design Review Meeting, the Traverse Mountain Design Review Committee will provide the builder with a written memorandum outlining the comments and direction of the project and any specific exhibits needed to complete the Traverse Mountain Design Review.

Step 1 - Required Submittal Exhibits

1. Conceptual floor plans, all front elevations of each plan illustrating architectural style and level of exterior detailing, and typical side and rear elevations, all at a scale of $\frac{1}{4}'' = 1'-0''$.
2. Site plan (where applicable) at a minimum scale of $1'' = 40'$ (Lehi standard) showing all major features of the site including, but not limited to, buildings, parking, sidewalks, open space and other important elements.
3. Rough grading plan.

DESIGN REVIEW PROCESS

Step II - Intermediate Design Review Process

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1. The builder will submit four (4) sets of Design Review Documents to the Traverse Mountain Design Review Committee to review for conformance with the required revisions stated in the preliminary design review memorandum.
2. The Traverse Mountain Design Review Committee will notify the builder in writing of the findings of Design Review within twelve (12) working days after receipt of all required submittal materials.
3. Any suggested adjustments must be incorporated in the review documents and four (4) sets resubmitted to the Traverse Mountain Design Review Committee before they will issue a Notice of Design Approval to the builder to proceed with final documents and final review.
4. The builder will need the Notice of Design Approval prior to submitting plans to the City of Lehi or any other jurisdiction or entity for design approval.
5. This step may require repeated re-submissions until suggested changes have been completed to the satisfaction of the Traverse Mountain Design Review Committee.

DESIGN REVIEW PROCESS

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Step II - Required Submittal Exhibits

The Design Review Exhibits are intended to mirror those needed for approval by other jurisdictions and entities. They will include, but are not limited to, the following:

1. Dimensioned site plan showing plotted building footprints with plan mix identified, dimensioned building setbacks (minimum and typical), all parcel and individual property lines, street curbs, slope banks, walks, retaining or garden walls, rock walls, or other permanent structured elements.
2. Refined grading plans (where applicable).
3. Architectural drawings (Design Development Level), including floor plans, all elevations, building sections, and key details, prepared at a minimum scale of $\frac{1}{4}'' = 1'-0''$.
4. Typical street scene at a minimum scale of $\frac{1}{4}'' = 1'-0''$. (Multi-family only)
5. Architectural colors, roofing and materials board (one set only).
6. Typical conceptual homesite landscape plan showing a corner lot and an interior lot at a minimum scale of $\frac{1}{8}'' = 1'-0''$.
7. Site plan/landscape concept including fencing, parking, signs, flags, banners and any other significant elements for the model home complex, sales office and temporary marketing facility (if any). Plan shall be prepared at a minimum scale of $1'' = 20'$.
8. Provide any additional exhibits identified in Preliminary Design Review Memorandum.

DESIGN REVIEW PROCESS

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Step III - Final Review Process

1. The builder will submit four (4) sets of final construction documents and one (1) set of final colors and materials boards (if different from previous submission), prior to plan check submission to the applicable agencies.
2. The builder will submit four (4) copies of precise grading, plotting and phasing plans.
3. The Traverse Mountain Design Review Committee will notify the builder in writing of the final review results within fifteen (15) working days after receipt of all required submittal materials.
4. Builders must make changes to comply with suggested comments/changes from final review. They must receive Final Design Review approval before submitting to any applicable governing agency for plan check.

Required Submittal Exhibits

1. Complete Working Drawings - Construction drawings as determined necessary for public agency plan check process.
2. Precise Grading, Plotting and phasing plan.
3. Landscape Drawings.
4. Phased Plot Plans indicating plan types, elevation styles, and color schemes for each homesite, and pad and street grades, as they are available.
5. Final color and materials boards showing 3-4 color schemes per elevation; include field, trim accents, material colors, roof materials and colors, brick, stone, and iron detail materials and colors.

APPENDIX

COMMUNITY STYLE PALETTE

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Utah Mountain Contemporary Community Style Palette

Traverse Mountain's community style palette includes the following design elements, colors and materials:

Wood:

Only the highest quality wood or cementitious, wood-appearing materials are permitted.

Wood may be used as a structural or accent material.

Colors - dark shades of green, brown, brick red, indigo, teal blue, gray, black.

Stone:

Natural, cut and/or finished stone, cultured stone may be used as a base or accent material.

Colors - range from warm light beiges to dark browns and reds, gray to black.

Brick:

Real brick used as a base or accent material (Brick-look or veneers are prohibited).

Colors - range from warm light golden tones to browns, reds, dark plums, grays.

Metal:

Copper, iron or steel used as a primary base or accent material.

Colors - may be left natural, powder coated or painted deep tones of green, brown, brick red, teal or dark metal tones including bronze, gunmetal, copper, burnished brass.

Concrete:

Textured or patterned used as a base element. Must be combined with a minimum of one other material.

Colors - natural range of warm, light to cool, dark grays.

Stucco Finish:

Finish shall be smooth, light, medium or coarse sand finish. Lace finishes are prohibited. May be used in combination with stone and other materials.

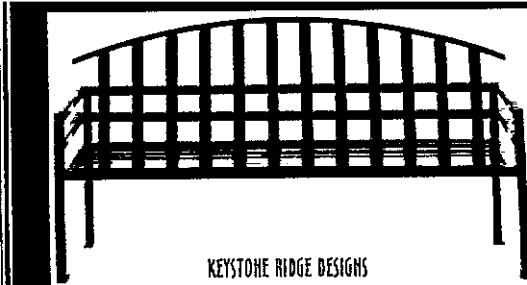
Soffit/Fascia:

Aluminum or vinyl may be used.

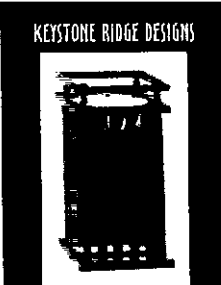


MOUNTED FIXTURE

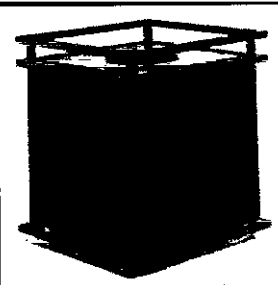
STREET LIGHTING



KEYSTONE RIDGE DESIGNS

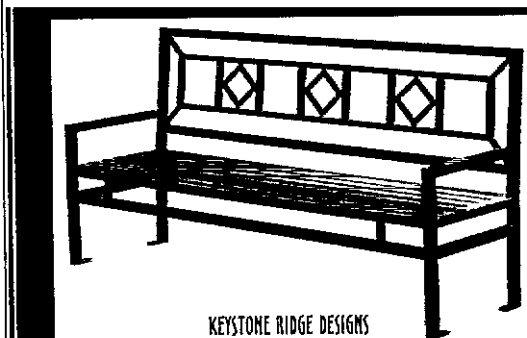


KEYSTONE RIDGE DESIGNS

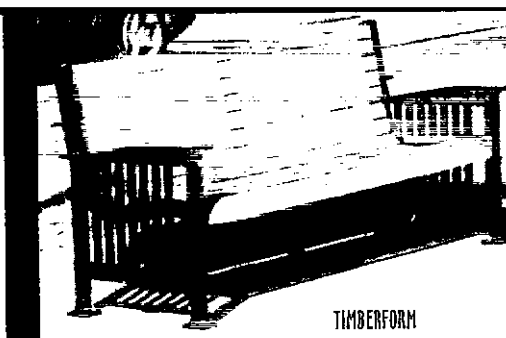


BRONZE

COPPER



KEYSTONE RIDGE DESIGNS



TIMBERFORM

BURGUNDY

HUNTER GREEN

TEAL

STREET FURNISHINGS

COLORS

APRIL 26, 2001

2000140



COMMUNITY IMAGE - LIGHT

TRAVER

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LE

FOX



BOLLARDS

ALL LIGHTING COMPONENTS SHOWN ARE MANUFACTURED BY:
STERNBERG VINTAGE LIGHTING

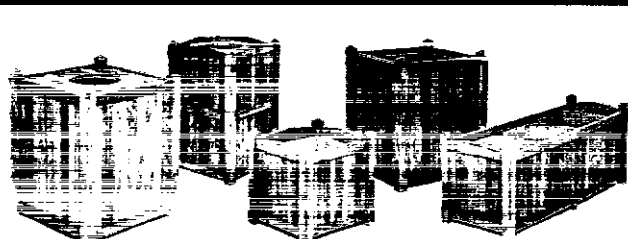
OPTIONAL BANNERS



STERNBERG VINTAGE LIGHTING



CRONTO
 FABRICATION
 & MFG. CO.



COUNTRY CASUAL

STREET FURNISHINGS

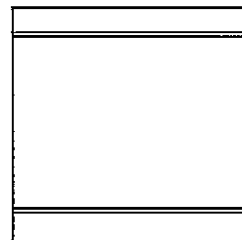
BASE OPTIONS

IG AND STREET FURNISHINGS
MOUNTAIN
UTAH
GE LLC



WILLIAM HEZMALHALCH
ARCHITECTS INC.

17875 VON KARMAN SUITE 404 IRVINE CA 92614-6256
 949 250 0807 www.wharchitects.com fax 949 250 1529
 3875 HOPYARD RD. SUITE 325 PLEASANTON CA 94588-8527
 925 463 1700 fax 925 463 1725



LANDSCAPE-APPROVED PLANT MATERIALS

EVERGREEN TREES

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BOTANICAL NAME

COMMON NAME

Abies Concolor	White Fir
Abies Lasiocarpa	Sub-Alpine Fir
Cedrus Atlantica Glauca	Blue Atlas Cedar
C.a.g. Pendula	Weeping Blue Atlas Cedar
Cedrus Deodora Prostrata 'Emeral	Prostate Deodora Cedar
Picea Abies 'Pendula'	Weeping Norway Spruce
Picea Abies Postrata	Creeping Norway Spruce
Picea Englemannii	Englemann Spruce
Picea Omorika	Serbian Spruce
Picea Omorika Nana	Dwarf Serbian Spruce
Picea Pungens	Corlorado Spruce
Picea Pungens 'Globosa'	Green Globe Colorado Spruce
Picea Pungens Glauca	Blue Spuce
Picea Pungens Glauca 'Fastigiata'	Well's Blue Totem
Picea Pungens Glauca 'Globosa'	Blue Globe Colorado Blue Spruce
Picea Pungens Glauca 'Hoopsii'	Hoopsii
Picea Pungens Glauca 'Moerheim'	Moerheim
Pinus Aristata	Bristlecone Pine
Pinus Edulis	Pinyon Pine
Pinus Flexilis Glauca	Vanderwolf's Pine
Pinus Leucodermis 'Heldrechii'	Bosnian/Dwarf Austrian Pine
Pinus Mugo	Well's Dolly
Pinus Nigra	Austrian Pine
Pinus Ponderosa	Ponderosa Pine
Pinus Sylvestris	Scotch Pine
Pinus Sylvestris 'Beuvronensis'	Dwarf Scotch Pine
Pinus Sylvestris	Green Colulmnar Scotch Pine

SHADE TREES

Acer Campestre	Hedge Maple
Acer x Freemannii	Autumn Blaze Maple
Acer Palmatum	Crimson King
Acer Palmatum	Deborah
Acer Palmatum	Emerald Lustre
Acer Palmatum	Emerald Queen
Acer Palmatum	Fairview
Acer Palmatum	Parkway
Acer Palmatum	Royal Red
Acer	Spaethi Maple
Acer Rubrum	Armstrong
Acer Rubrum	Bowhall
Acer Rubrum	October Glory
Acer Rubrum	Red Sunset

LANDSCAPE-APPROVED PLANT MATERIALS

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Acer Rubrum	Scarlet Sentinel
Acer Saccharinum	Silver Maple
Acer Saccharinum	Sugar Maple
Acer Tatarica	Tatarian Maple
Acer Truncatum x Platanoides	Norwegian Sunset Maple
Acer Truncatum x Platanoides	Pacific Sunset Maple
Aesulus	Horse Chestnut
Alnus Incana	Thinleaf Alder
Celtis Occidentalis	Common Hackberry
Fraxinus Americana	White Ash
Fraxinus Americana	Autumn Purple
Fraxinus Pennsylvanica Lanceolata	Green Ash
Fraxinus Pennsylvanica Lanceolata	Cimmeron Ash
Fraxinus Pennsylvanica Lanceolata	Marshall Seedless Ash
Fraxinus Pennsylvanica Lanceolata	Patmore Ash
Fraxinus Pennsylvanica Lanceolata	Summit Ash
Ginkgo Biloba	Autumn Gold
Ginkgo Biloba	Fairmont
Ginkgo Biloba	Halka
Ginkgo Biloba	Princeton Sentry
Gleditsia Tricanthos	Weeping Honeylocust
Gleditsia Tricanthos	Imperial Honeylocust
Gleditsia Tricanthos	Shademaster Honeylocust
Gleditsia Tricanthos	Skyline Honeylocust
Gleditsia Tricanthos	Sunburst Honeylocust
Gymnocladus Dioica	Kentucky Coffee Tree
Liriodendron Tulipifera	Tulip Tree
Platanus x Acerifolia	Bloodgood London Plane
Prunus x Blireiana	Blireiana Plum
Prunus Cerasifera	Kankakee Newport
Prunus Cerasifera	Krauter Vesuvius
Prunus Cerasifera	Minnesota Newport
Prunus Cerasifera	Mount St. Helens'
Prunus Cerasifera	Thundercloud
Pyrus Calleryana	Aristocrat Flowering Pear
Pyrus Calleryana	Bradford Flowering Pear
Pyrus Calleryana	Redspire Flowering Pear
Pyrus Calleryana	Stonehill Flowering Pear
Quercus Bicolor	Swamp White Oak
Quercus Frainetto	Forest Green Oak
Quercus Macrocarpa	Bur Oak
Quercus Robur	Crimson Spire
Quercus Rubra	Red Oak
Robinia Ambigua	Pink Idaho Locust
Robinia Pseudoacacia	Black Locust
Sorbus Aucuparia	European Mountain Ash
Sorbus Aucuparia	Black Hawk
Sorbus Aucuparia	Cardinal Royal
Tilia Americana	Legend Linden
Tilia Americana	Redmond Linden
Tilia Cordata	Corinthian Linden
Tilia Cordata	Glenleven Linden
Tilia Cordata	Greenspire Linden

LANDSCAPE-APPROVED PLANT MATERIALS

Tilia Euchlara	Crimean Linden
Tilia Tomentosa	Sterling Silver Linden
Zelkova Serrata	Green Vase Zelkova
Zelkova Serrata	Village Green Zelkova

SMALLER TREES/ACCENT TREES

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Acer Glabrum	Rocky Mountain Maple
Acer Palmatum	Green Japanese Maple
Acer Palmatum Atropurpurea	Red Japanese Maple
Acer Palmatum	Japanese Maple
Acer Platanoides	Norway Maple
Acer Platanoides	Crimson Sentry Maple
Carpinus Betulus Fastigiata	Pyramidal Hornbeam
Cercis Canadensis	Eastern Redbud
Cercis Canadensis	Whitebud
Cercis Canadensis	Forest Pansy
Cercis Canadensis	Oklahoma
Cercocarpus Ledifolius	Curleaf Mountain Mahogany
Cornus Altrenifolia	Pagoda Dogwood
Cornus Kousa	Milky Way Select
Cornus Kousa	Satomi Kousa Dogwood
Cornus X	Celestial
Cotinus Coggygria	Royal Purple
Cotinus Coggygria	Velvet Cloak
Crataegus Crus-Galli Intermis	Thornless Cockspur Hawthorn
Crataegus Crus-Galli Intermis	Crusader Hawthorne
Crataegus Laevigata	English Hawthorn
Crataegus Laevigata	Paul's Scarlet
Crataegus Lavalley 'Carrierei'	Carriere Hawthorn
Fagus Sylvatica	European Beech
Fagus Sylvatica 'Dawyck'	Columnar Dawyck Beech
Fagus Sylvatica	Dawyck Purple
Fagus Sylvatica 'Pendula'	Weeping Green Beech
Fagus Sylvatica 'Purple Fountian'	Weeping Purple Fountain
Fagus Sylvatica	Red Obelisk
Fagus Sylvatica 'Riversii'	Purple Beech
Fagus Sylvatica 'Rohanii'	Rohanii Beech
Fagus Sylvatica 'Rosea Marginata'	Tricolor Beech
Juniperus Communis	Hollywood Juniper
Juniperus Scopulorum	Grey Glem Juniper
Juniperus Scopulorum	Moonglow Juniper
Juniperus Scopulorum	Welchi Juniper
Juniperus Scopulorum	Wichita Blue
Juniperus Squamata 'Blue Alps'	Flaky Juniper
Juniperus Virginiana 'Cupressifolia'	Hillspire Juniper
Juniperus Virginiana	Skyrocket Juniper
Koelreuteria Paniculata	Goldenrain Tree
Laburnum Watereii 'Vossi'	Goldenchain Tree
Malus Crabapples	All Varieties
Morus Alba 'Chaparral'	Weeping Fruitless Mulberry
Morus Alba 'Kingan'	Fruitless Mulberry
Populus Tremula 'Erecta'	Red Columnar Aspen

LANDSCAPE-APPROVED PLANT MATERIALS

Prunus Virginiana	Canada Red Chokecherry
Prunus Yedoensis	Flowering Yoshino Cherry
Pyracantha Coccinea 'Capital'	Capital Pear
Pyracantha Coccinea 'Chanticleer'	Chanticleer Pear
Pyracantha Coccinea 'Cleveland Select'	Cleveland Select Pear
Pyracantha Coccinea 'Trinity'	Trinity Pear
Quercus Gambelii	Scrub Oak
Quercus Robur 'Fastigiata'	Columnar English Oak
Quercus Robur 'Skymaster'	Skymaster
Ulmus Glabra 'Camperdownii'	Camperdown Elm

EVERGREEN SHRUB

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Artemisia Tridentata Tridentata	Big Sage
Azalea 'Northern Lights'	Northern Lights Azaleas (all colors)
Buxus Koreana 'Wintergreen'	Wintergreen Boxwood
Buxus Microphylla Asiatic	Asian Boxwood
Buxus Sempervirens	Boxwood
Buxus Sempervirens Suffruticosa	True Dwarf Boxwood
Buxus x 'Green Velvet'	Green Velvet
Cotoneaster Dammeri 'Coral Beauty'	Bearberry
Cotoneaster Dammeri 'Lowfast'	Lowfast
Euonymus Japonica 'Aureo Marginata'	Golden Euonymus
Euonymus Japonica 'Grandifolia'	Evergreen Euonymus
Euonymus Japonica 'Microphylla'	Boxleaf Euonymus
Euonymus Japonica 'Microphylla Variegata'	Boxleaf Euonymus
Euonymus Japonica 'Silverking'	Silver King Euonymus
Euonymus Patens 'Manhattan'	Manhattan Euonymus
Ilex Meserveae	Holly
Ilex Meserveae 'Blue Boy/Blue Prince'	Holly
Ilex Meserveae 'Blue Girl/Blue Prince'	Holly
Ilex Meserveae	Holly
Ilex Meserveae	Holly
Juniperus Chinensis	All Varieties Of Juniper
Mahonia Aquifolium	Oregon Grape
Mahonia Aquifolium	Compacta'
Pachistima Myrsinites	Mountain Lover
Photinia Fraseri	Fraser's Photinia
Pinus mugo Mugo Pine	Big Tuna'
Pinus Mugo	Green Alps'
Pinus Mugo Mugus	Shrubby Swiss Mountain Pine
Pinus Mugo Mugus	Slowmound'
Pinus Mugo Mugus	Tyrolean'
Prunus Laurocerasus	English Laurel
Prunus Laurocerasus 'Causica Nanus'	Dwarf English Laurel
Prunus Laurocerasus	Mt. Vernon'
Prunus Laurocerasus	Otto Luykens'
Prunus Laurocerasus	Schipkaensis'
Pyracantha/ Angustifolia 'Gnome'	Gnome Pyracantha
Pyracantha/ Coccinea 'Lalandei'	Lalandei Pyracantha
Rhododendron Hybrids	Rhododendron H -1
H-1 PMJ	Shrub

LANDSCAPE-APPROVED PLANT MATERIALS

Taxus/ Baccata Repandens	Dwarf Spreading Yew
Taxus/ Cuspidata 'Densifomis'	Dense Japanese Yew
Taxus Media Japanese Yew/ Englis	Taxus Media 'Brownii'
Taxus Media	Dark Green Spreader'
Taxus Media	Hicksii'

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DECIDIOUS SHRUBS

Amelanchier Alnifolia	Saskatoon Serviceberry
Amelanchier Grandiflora	Autumn Brilliance'
Amelanchier xg.	Princess Diana'
Amelanchier Lamarchu 'Ballerina'	Ballerina Serviceberry
Amelanchier Utahensis	Utah Serviceberry
Aronia Arbutifolia 'Brilliantissima'	Red Chokeberry
Aronia Melanocarpa Elata	Black Chokeberry
Artiplex Canescens	Four Wing Saltbrush
Berberis Gladwynensis 'William Penn	William Penn Barberry
Berberis Mentorensis	Mentor Barberry
Berberis Thunbergii	Barberry
Berberis Thunbergii	Rose Glow'
Berberis Thunbergii Atropurpurea	Red Leaf Barberry
Berberis Thunbergii Atropurpurea	Bagatelle'
Berberis Thunbergii Atropurpurea	Bailone'
Berberis Thunbergii Atropurpurea N	Crimson Pygmy Barberry
Berberis Thunbergii Aurea	Golden Barberry
Bulddleia Davidii	Butterfly Bush
Calycanthus Floridus	Carolina Allspice
Caragana Arborescens	Siberian Peashrub
Caragana Arborescens Pendula	Weeping Peashrub
Caragana Arborescens Walker	Walker Weeping
Caragana Frutex Globosa	Globe Caragana
Caragana Pygmaea	Pygmy Peashrub
Caryopteris X Clandonensis	Blue Mist Spirea
Cercocarpus Montanus	Beechleaf Mountain Mahogany
Chaenomeles Japonica 'Texas Sca	Japanese Flowering Quince
Chaenomeles Speciosa	Cameo'
Chrysothamnus Nauseosus	Rubber Rabbitbrush
Cornus Alba/ Variegated Dogwood	Cornus Alba 'Bailhalo'
Cornus Alba	Elegantissima'
Cornus Alba	Gouchaulti'
Cornus	Pumila
Cornus Sanguinea	Midwinter Fire'
Cornus Sericea/ Red Osier Dogwood	Cornus Sanguinea 'Baileyi'
Cornus Sanguinea 'Flaviramea'	Yellow Twig Dogwood
Cornus Sanguinea	Isanti'
Cornus Sanguinea	Kelseyi'
Cornus Sanguinea	Silver and Gold'
Cotinus Coggygria	Smoke Tree
Cotoneaster Apiculata	Cranberry Cotoneaster
Cotoneatser Divaricata	Spreading Cotoneaster
Cotoneaster Horizontalis	Rock Cotoneaster
Cotoneaster Lucidus	Peking Cotoneaster

LANDSCAPE-APPROVED PLANT MATERIALS

Cotoneaster Salicifolius Repens/ 'Er	Willowleaf Cotoneaster
Cytisus Broom	Dorothy Walpole'
Cytisus X	Lena'
Cytisus X	Lilac Time'
Cytisus Scoparius 'Moonlight'	Scotch Broom
Daphne Burkwoodii	Carol Mackie'
Daphne Cneorum 'Ruby Glow'	Ruby Glow Daphne
Diervilla Lonicera	Dwarf Bush Honeysuckle
Euonymus Alatus	Burning Bush
Euonymus Alatus Compacta	Dwarf Burning Bush
Fallugia Paradoxa	Apache Plume
Forestiera Neomexicana	New Mexico Privet
Forsythia	Forsythia
Forsythia 'Arnold Dwarf'	Dwarf Forsythia
Forsythia 'Courtosol'	Gold Tide Forsythia
Forsythia	Lynwood Gold'
Forsythia	Northern Gold'
Forsythia	Spring Glory'
Forsythia Viridissima 'Bronxensis'	Dwarf Forsythia
Hibiscus Syriacus	Rose Of Sharon
Aphrodite	
Arden	
Blue Marvin	
Coelestris	
Collie Mullins	
Diana	
Helene	
Jean d'Arc	
Lucy	
Hydrangea Arborescens 'Annebelle	Annabelle Hydrangea
Hydrangea Macrophylla 'Nikko Blue	Nikko Blue Hydrangea
Hydrangea Paniculata/ Peegee Hyd	Hydrangea Paniculata 'Grandiflora'
Hydrangea Paniculata	Pink Diamond'
Hydrangea Paniculata	Tardiva'
Hydrangea Quercifolia	Oakleaf Hydrangea
Hydrangea Quercifolia	Snowflake'
Hydrangea Quercifolia	Snow Queen'
Kolkwitzia Amabilis	Beauty Bush
Kolkwitzia Amabilis	Pink Cloud'
Ligustrum Vicaryi	Golden Privet
Ligustrum Vulgare Privet/ 'Cheyenn	Cheyenne Privet
Ligustrum Vulgare 'Lodense'	Lodense Privet
Lonicera Tartarica 'Arnold Red'	Arnold Red Honeysuckle
Lonicera 'Honeyrose'	Honeyrose Honeysuckle
Lonicera Xylosteym Honeysuckle	Lonicera Xylosteym 'Claveyit'
Lonicera Xylosteym	Emerald Mound'
Lonicera Xylosteym	Mini Globe'
Philadelphus Coronarius 'Aureus'	Golden Mock Orange
Philadelphus Lewisii 'Blizzard'	Blizzard Mock Orange
Philadelphus X. 'Buckley's Quill'	Buckley's Quill Mock Orange
Philadelphus X. Virginalis 'Minneso	Minnesota Snowflake Mock Orange
Physocarpus Opulifolius	Ninebark
Physocarpus Opulifolius	Darts Gold'

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LANDSCAPE-APPROVED PLANT MATERIALS

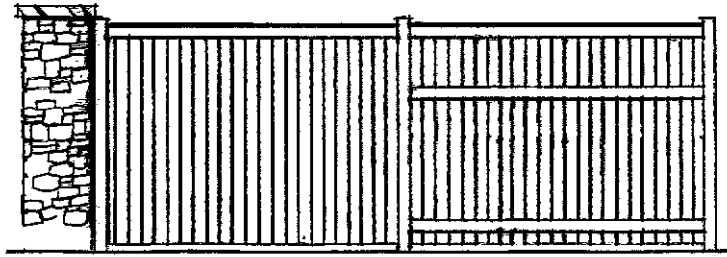
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Physocarpus Opulifolius	Diabolo'
Physocarpus Opulifolius 'Nanas'	Dwarf Ninebark
Physocarpus Opulifolius	Snowfall'
Potentilla Fruticosa	Shrubby Cinquefoil
Prunus Besseyi	Wetsern Sand Cherry
Prunus Cistena	Cistena Plum
Prunus Tomentosa	Nanking Cherry
Prunus Trilobata/ Double Flowering	Shrub
Prunus Virginiana	Choke Cherry
Rhamnus Buckthorn R. Frangula 'A	Fernleaf Buckthron
R. Frangula Columnaris	Tallhedge Buckthron
Rhus Aromatica 'Gorw low'	Fragrant Sumac
Rhus Glabra	Smooth Sumac
Rhus Glabra 'Cismontana'	Dwarf Smooth Sumac
Rhus Glabra 'Laciniata'	Cutleaf Smooth Sumac
Rhus Trilobata	Oakbrush Sumac
Rhus Typhina	Staghorn Sumac
Rhus Typhina	Cutleaf Staghorn Sumac
Ribes Alpinum	Alpine Currant
Ribes Alpinum	Green Mound'
Ribes Aureum	Golden Currant'
Ribes Aureum 'Real Lake'	Red Lake Currant
Rosa Glauca (Rosa Rubrifolia)	Red Leaf Rose
Rosa Woodsii	Wood's Rose
Salix Purpurea Nana	Blue Arctic Willow
Sambucus Canadensis Elderberry	Golden Elderberry
Sambucus Canadensis 'Lancinata'	Cutleaf Elderberry
Shepherdia Argentia	Buffalo Berry
Spiraea Billardi 'Triumphans'	Triumphans Spiraea
Spiraea Bumalda Spirea	Anthony Waterer'
Spiraea Bumalda	Coccinea'
Spiraea Bumalda	Crispsa'
Spiraea Bumalda	Dart's Red'
Spiraea Bumalda	Froebellie'
Spiraea Bumalda	Goldflame'
Spiraea Bumalda	Goldmound'
Spiraea Bumalda	Limemound'
Spiraea Bumalda	Sapho'
Spiraea Cineria 'Grefsheim'	Grefsheim Spirea
Spiraea Fritschiana	Fritsch Spirea
Spiraea Japonica	Alpina'
Spiraea Japonica	Golden Princess'
Spiraea Japonica	Lemon Princess'
Spiraea Japonica	Little Princess'
Spiraea Japonica	Magic Carpet'
Spiraea Japonica	Neon Flash'
Spiraea Nipponica	Snowmound'
Spiraea Trilobata 'Fairy Queen'	Fairy Queen Spirea
Spiraea Vanhouttei	Vanhoutte Spirea
Symphoricarpos Alba	Common Snowberry
Symphoricarpos Orbiculatus	Indian Currant
Syringa X 'Bailbelle'	Tinkerbelle Lilac
Syringa Chinesis Saugeana	Saugeana Chinese Lilac

LANDSCAPE-APPROVED PLANT MATERIALS

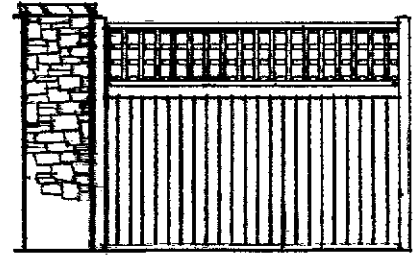
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Syringa Hyacinthiflora	Hybrid Lilac
Syringa Meteri 'Palibin'	Cwarf Korean Lilac
Syringa Patula 'Miss Kim'	Miss Kim Lilac
Syringa Pekinensis	Hardy Lilac
Syringa Vulgaris	Common Lilac
Tamarix Ramoissima 'Summer Glov	Summer Glow Tamarisk
Tsuga Canadensis Pendula	Weeping Sargent Hemlock
Viburnum	Emerald Triumph'
Viburnum Burkwoodii	Burkwood Viburnum
Viburnum Bodnantense	Pink Dawn'
Viburnum Dentatum	Arrowwood
Viburnum Dentatum	Autumn Jazz'
Viburnum Dentatum	Northern Burgundy'
Viburnum Lentago	Nannyberry Viburnum
Viburnum Lantana 'Mohican'	Wayfaring Tree
Viburnum Opulus	Cranberry Bush
Viburnum Opulus 'Compactum'	Compact European Cranberry
Viburnum Opulus 'Nanum	Dwarf European Cranberry
Viburnum Plicatum	Doublefile Viburnum
Viburnum Plicatum	Newport'
Viburnum Plicatum	Shasta'
Viburnum Plicatum	Summer Snowflake'
Viburnum	Rhytidophylloides 'Alleghany'
Viburnum Sargentii	Sargent Cranberry Bush
Viburnum Sargentii	Onodaga'
Viburnum Trilobum	American Cranberry Bush
Viburnum Trilobum	Alfredo'
Viburnum Trilobum	Bailey Compact'
Vilburnum Trilobum	Wentworth'
Weigela Florida Weigela 'Alexandra	Wine and Roses Weigela
Weigela Florida	Java Red'
Weigela Florida	Minuet'
Weigela Florida	Pink Delight'
Weigela Florida	Polka'
Weigela Florida	Red Prince'
Weigela Florida	Variegata'

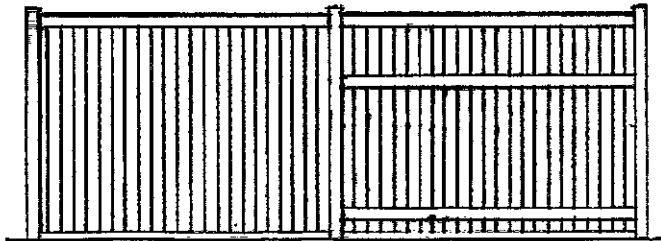


FRONT BACK

TRAVERSE MOUNTAIN BOULEVARD
6' Solid Wood with Stone Columns
By Developer

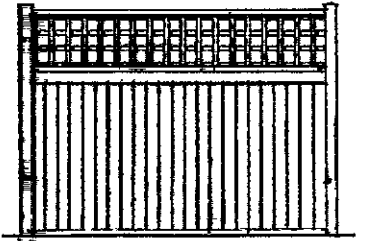


RESIDENTIAL POD ENTRY

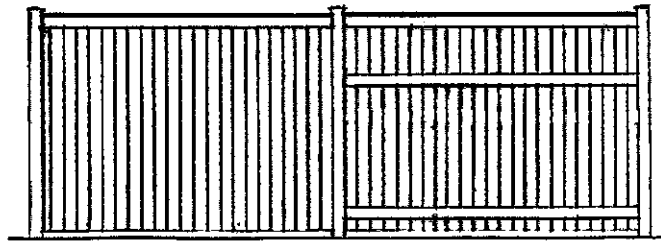


FRONT BACK

RESIDENTIAL POD PERIMETER
6' Solid Wood
By Builder/Homeowner

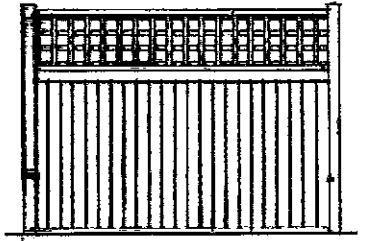


OPTION



FRONT BACK

PRIVACY FENCE
6' Solid Wood with Options
By Builder/Homeowner

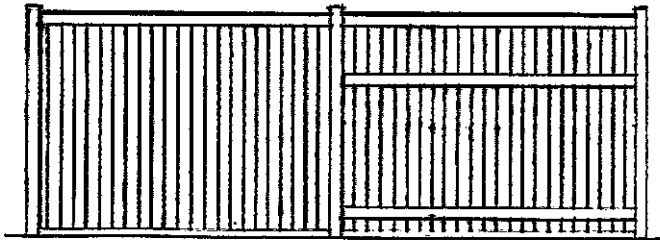


OPTION



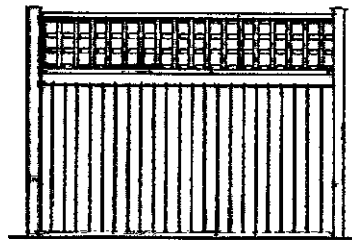
March 13, 2002
2000140





FRONT

BACK



OPTION

PRIVACY FENCE - CORNER LOT
 6' Solid Wood with Options
 4' Setback from Property Line
 By Builder/Homeowner

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FRONT YARD FENCE - Front Setback to Face of Home
 3' Maximum Solid Wood or Lattice
 By Builder/Homeowner

Subject to Review/Approval by the
 Architectural Review Committee

DECEMBER 14, 2001
 SCALE 1/4" = 1'-0"

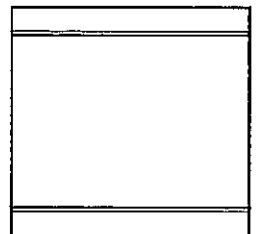


TYPES
 MOUNTAIN
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 SE LLC



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Appendix D