

**After Recording Return To:**  
 Law Office of Kirk A. Cullimore  
 Attn: Sam Bell  
 644 East Union Square  
 Sandy, UT 84070

**SILVERLAKE COMMUNITY DECLARATION  
 (Including Bylaws and Community Design Guidelines)**

Recitals.....	8
Article I. DEFINITIONS .....	9
Section 1.01 Additional Property.....	9
Section 1.02 Articles of Incorporation or Articles.....	9
Section 1.03 Assessment.....	9
Section 1.04 Association.....	9
Section 1.05 Association Maintenance Area .....	10
Section 1.06 Board of Trustees.....	10
Section 1.07 Bylaws.....	10
Section 1.08 Common Areas .....	10
Section 1.09 Common Expenses.....	10
Section 1.10 Common Profits.....	11
Section 1.11 Declarant.....	11
Section 1.12 Improvements .....	11
Section 1.13 Living Unit or Unit .....	11
Section 1.14 Lot.....	11
Section 1.15 Member .....	12
Section 1.16 Mortgage.....	12
Section 1.17 Mortgagee .....	12
Section 1.18 Owner.....	12
Section 1.19 Plat, Map or Maps.....	12
Section 1.20 Project or Property .....	12
Section 1.21 Project Documents .....	12
Section 1.22 Resident.....	13
Article II. PROPERTY SUBJECT TO THIS DECLARATION.....	13
Section 2.01 Property Subject.....	13
Section 2.02 Additions of Property.....	14
Section 2.03 Withdrawal of Property.....	14
Article III. PROPERTY RIGHTS IN LOTS .....	15
Section 3.01 Use and Occupancy.....	15
Section 3.02 Easements Reserved.....	15
Section 3.03 Easements Shown on the Plat .....	16

Article IV. ASSOCIATION..... 16  
     Section 4.01 Organization..... 16  
     Section 4.02 Membership ..... 17  
     Section 4.03 Voting Rights..... 17  
     Section 4.04 Powers, Duties and Obligations..... 17  
     Section 4.05 Adoption of Bylaws ..... 18  
 Article V. COMPLIANCE AND ENFORCEMENT ..... 18  
     Section 5.01 Compliance ..... 18  
     Section 5.02 Action By Owners..... 18  
     Section 5.03 Injunctive Relief..... 18  
     Section 5.04 Hearing..... 18  
     Section 5.05 Reserved..... 19  
     Section 5.06 Reserved..... 19  
     Section 5.07 Reserved..... 19  
     Section 5.08 Reserved..... 19  
     Section 5.09 Reserved..... 19  
     Section 5.10 Reserved..... 19  
     Section 5.11 Reserved..... 19  
     Section 5.12 Reserved..... 19  
     Section 5.13 Reserved..... 19  
     Section 5.14 Reserved..... 19  
     Section 5.15 Reserved..... 19  
     Section 5.16 Reserved..... 19  
     Section 5.17 Enforcement..... 19  
 Article VI. ARCHITECTURAL CONTROL ..... 20  
     Section 6.01 Design Review Committee ..... 20  
     Section 6.02 Design Guidelines ..... 21  
     Section 6.03 Action by Committee..... 22  
     Section 6.04 Duties ..... 22  
     Section 6.05 DRC Decisions..... 22  
     Section 6.06 DRC Discretion..... 22  
     Section 6.07 Waiver, Precedent, Estoppel ..... 23  
     Section 6.08 Appeal ..... 23  
     Section 6.09 Effective Period of Consent..... 23  
     Section 6.10 Determination and Notice of Noncompliance ..... 23  
     Section 6.11 Noncompliance ..... 24  
     Section 6.12 Liability..... 24  
     Section 6.13 Estoppel Certificate..... 24  
     Section 6.14 Fees ..... 25  
 Article VII. Declarant Rights ..... 25  
     Section 7.01 Administrative Control of Association ..... 25  
     Section 7.02 Other Rights ..... 26  
     Section 7.03 Easements Reserved to Declarant..... 26  
 Article VIII. Assessments ..... 28  
     Section 8.01 Covenant for Assessment:..... 28

Section 8.02 Annual Budget and Assessment: ..... 29

Section 8.03 Apportionment of Assessments ..... 30

Section 8.04 Personal Obligation and Costs of Collection:..... 30

Section 8.05 Special Assessments ..... 31

Section 8.06 Emergency Assessment: ..... 31

Section 8.07 Individual Assessments:..... 32

Section 8.08 Nonpayment of Assessments ..... 32

Section 8.09 Lien for Assessments ..... 33

Section 8.10 Subordination of Lien to Mortgages:..... 33

Section 8.11 Enforcement of Lien ..... 33

Section 8.12 Suspension of Voting Rights ..... 34

Article IX. Insurance..... 34

    Section 9.01 Types of Insurance Maintained by the Association..... 34

    Section 9.02 Insurance Company. .... 34

    Section 9.03 Minimum Amount of Insurance Coverage. .... 34

    Section 9.04 Premium as a Common Expense. .... 35

    Section 9.05 Insurance by Owner. .... 35

    Section 9.06 Loss of Rents..... 35

    Section 9.07 Insurance of Contents and Lost Rents. .... 35

    Section 9.08 Payment of Deductible..... 36

    Section 9.09 Damages..... 36

    Section 9.10 Right to Adjust Claims..... 36

    Section 9.11 Use of Insurance Proceeds and Repairs. .... 36

    Section 9.12 Obligation of Lot Owner to Repair and Restore..... 36

Article X. MAINTENANCE ..... 37

    Section 10.01 Owners ..... 37

    Section 10.02 Association..... 38

Article XI. ASSOCIATION AND OWNER MAINTENANCE OBLIGATIONS ..... 38

Article XII. MISCELLANEOUS PROVISIONS ..... 38

    Section 12.01 Invalidity; Number; Captions ..... 38

    Section 12.02 Joint Owners ..... 39

    Section 12.03 Lessees and Other Invitees..... 39

    Section 12.04 Nonwaiver..... 39

    Section 12.05 Waiver, Precedent and Estoppel ..... 39

    Section 12.06 Notice of Sale, Mortgage, Rental, or Lease ..... 40

EXHIBIT A..... 41

LEGAL DESCRIPTION ..... 41

EXHIBIT B..... 43

ADDITIONAL LAND..... 43

BYLAWS OF SILVERLAKE MASTER HOME OWNERS ASSOCIATION, INC. .... 44

BYLAW APPLICABILITY ..... 45

    Section 1.01 Property Submission ..... 45

    Section 1.02 Bylaws Applicability ..... 45

    Section 1.03 Personal Application..... 45

    Section 1.04 Office ..... 45

Article II. ASSOCIATION..... 45

    Section 2.01 Composition..... 45

    Section 2.02 Voting ..... 46

    Section 2.03 Place of Meeting ..... 46

    Section 2.04 Annual Meeting ..... 46

    Section 2.05 Special Meetings..... 47

    Section 2.06 Notice of Meetings..... 47

    Section 2.07 Voting Requirements ..... 47

    Section 2.08 Proxies..... 48

    Section 2.09 Absentee Ballots ..... 48

    Section 2.10 Mail-in Ballots ..... 48

    Section 2.11 Written Consent in Lieu of Vote..... 49

    Section 2.12 Quorum ..... 49

    Section 2.13 Order of Business..... 49

    Section 2.14 Title to Lot ..... 50

    Section 2.15 Conduct of Meeting ..... 50

Article III. BOARD OF TRUSTEES..... 50

    Section 3.01 Powers and Duties..... 50

    Section 3.02 Manager ..... 53

    Section 3.03 Number of Board Members ..... 53

    Section 3.04 Selection and Term of Office of the Board..... 53

    Section 3.05 Organization Meeting ..... 54

    Section 3.06 Regular Meetings ..... 54

    Section 3.07 Special Meetings..... 54

    Section 3.08 Waiver of Notice..... 54

    Section 3.09 Board's Quorum ..... 55

    Section 3.10 Vacancies ..... 55

    Section 3.11 Removal of Board Member ..... 55

    Section 3.12 Compensation ..... 56

    Section 3.13 Conduct of Meetings..... 56

    Section 3.14 Report of Board..... 56

    Section 3.15 Fidelity Bonds..... 56

    Section 3.16 Dispensing with Vote..... 56

    Section 3.17 Liability of the Board..... 57

Article IV. OFFICERS..... 57

    Section 4.01 Designation ..... 57

    Section 4.02 Election of Officers..... 57

    Section 4.03 Removal of Officers..... 57

    Section 4.04 President..... 58

    Section 4.05 Vice President ..... 58

    Section 4.06 Secretary ..... 58

    Section 4.07 Treasurer ..... 59

    Section 4.08 Agreement, Contracts, Deeds, Checks, etc. .... 59

Article V. FISCAL YEAR..... 59

    Section 5.01 Fiscal Year ..... 59

Article VI. AMENDMENT TO BYLAWS ..... 59  
    Section 6.01 Amendments ..... 59  
    Section 6.02 Recording ..... 60  
    Section 6.03 Conflicts ..... 60  
Article VII. NOTICE ..... 60  
    Section 7.01 Manner of Notice ..... 60  
    Section 7.02 Waiver of Notice ..... 61  
Article VIII. COMPLIANCE, CONFLICT AND MISCELLANEOUS PROVISIONS ..... 61  
    Section 8.01 Compliance ..... 61  
    Section 8.02 Conflict ..... 61  
    Section 8.03 Severability ..... 61  
    Section 8.04 Waiver ..... 61  
    Section 8.05 Captions ..... 62  
    Section 8.06 Gender, etc. .... 62  
EXHIBIT D ..... 64  
DESIGN GUIDELINES ..... 64

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

is made and executed this \_\_\_ day of \_\_\_\_\_, 2008, by SL6, L.L.C., a Utah limited liability company, with its principal place of business located in West Jordan, State of Utah (hereinafter referred to as "**Declarant**").

**RECITALS**

A. Pursuant to the Declarations of Covenants, Conditions and Restrictions for Silver Lake Subdivision Plat One B recorded 1/18/2005, as Entry No. 005306:2005; Silver Lake Subdivision Plat One C recorded 4/5/2005, as Entry No. 035640:2005; Silver Lake Subdivision Plat Two A recorded 5/31/2005, as Entry No. 058199:2005; Silver Lake Subdivision Plat Two B recorded 4/5/2005, as Entry No. 035637:2005; Silver Lake Village Plat Three recorded 3/1/2005, as Entry No. 020750:2005; Silverlake Plat 7 recorded 7/27/2007, as Entry 108733:2007; Silver Lake Village PUD recorded 7/5/2006, as Entry No. 084115:2006; Silver Lake Subdivision Plat 4-B recorded 5/31/2006 as Entry No. 66920:2006; SilverLake Subdivision Plat 6 recorded 4/4/2007, as Entry No. 49067:2007, in the Utah County Recorder's Office, Utah, contemplate and are subject and subordinate to the SivlerLake Community Declaration including SivlerLake Community Design Guidelines. This Declaration is the declaration contemplated by the subdivision declarations.

B. Declarant desires to create certain covenants, conditions, restrictions, and easements in the SilverLake Community in an effort to preserve the community's unique natural beauty, featuring distinctive terrain.

C. These covenants, conditions, restrictions, easements and limitations shall run with the real property described in Exhibit "A" and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

D. It is intended and required that the Association shall be an incorporated homeowners association pursuant to Utah's Revised Nonprofit Corporations Act.

NOW, THEREFORE, for the benefit of the Project and the Owners thereof, the Declarant hereby executes this SilverLake Community Declaration, for and on behalf of all of the Owners.

**ARTICLE I. DEFINITIONS**

The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

***Section 1.01 Additional Property***

Additional Property means any property that may be annexed into the Project as provided in Article II below. Additional Property is described in **Exhibit "B."**

***Section 1.02 Articles of Incorporation or Articles***

Articles of Incorporation or Articles shall mean and refer to the Articles of Incorporation for SilverLake Master Home Owners Association, Inc., on file with the Utah State Department of Commerce, as

amended.

***Section 1.03 Assessment***

Assessment means any charge imposed or levied by the Association on or against an Owner or Lot pursuant to the terms of this Declaration, the Bylaws or applicable law.

***Section 1.04 Association***

Association means and refers to SilverLake Master Home Owners Association, Inc. It is intended that the Association will be incorporated under the laws of the state of Utah. Said Association shall administer the affairs of all Lots, within the Property.

***Section 1.05 Association Maintenance Area***

Association Maintenance Area shall mean and refer to any area maintained by the Association in accordance with the Project Documents, by agreement with the Eagle Mountain City, or by other agreement.

***Section 1.06 Board of Trustees***

Board of Trustees shall mean and refer to the Board of Trustees of SilverLake Master Homeowners Association, Inc., as it exists at any given time.

***Section 1.07 Bylaws***

Bylaws mean the Bylaws of the Association and recorded simultaneously with this Declaration, as they may be amended from time to time.

***Section 1.08 Common Areas***

Common Areas means shall mean the entrance monument and fountain and any other property (including improvements thereon) shown on a subdivision plat as Common Area, which property shall be owned by the Association for the common use and benefit of the Members, and all other property owned by the Association for the common use and benefit of the Members.

(a) The Common Areas shall be conveyed to the Association by Declarant. If no separate deed is recorded, this Declaration shall act as the conveying deed.

***Section 1.09 Common Expenses***

Common Expenses shall mean and refer to all sums which are expended on behalf of all the Owners and all sums which are required by the Board to perform or exercise its functions, duties, or rights under the this Declaration, the management agreement for operation of the Project, and such rules and regulations as the Board may from time to time make and adopt.

***Section 1.10 Common Profits***

Common Profits shall mean and refer to the balance of income, rents, profits and revenues from the Common Areas remaining after deduction of the Common Expenses.

***Section 1.11 Declarant***

Declarant shall mean and refer to SL6, L.L.C., a Utah limited liability company, and/or any successors to said corporation which, either by the operation of law, or through a voluntary conveyance, transfer, or assignment, comes to stand in the same relation to the Project (or a portion thereof) as did its predecessor. Declarant shall not mean members of the public, investors, or builders purchasing Lots to construct

homes or own them for private use or investment.

***Section 1.12 Improvements***

Improvements means every structure or improvement of any kind, including but not limited to landscaping required under the Project Documents and any Living Unit, deck, porch, awning, fence, garage, carport, driveway, storage shelter or other product of construction efforts on or in respect to the Property (but does not include any exterior antenna or satellite dish, authorized in accordance with the Declaration).

***Section 1.13 Living Unit or Unit***

Living Unit or Unit means a residential unit that is designated and intended for use and occupancy as a residence by a single family.

***Section 1.14 Lot***

Lot means a subdivided parcel, lot or plot of ground (exclusive of the Common Area) as designated on the Plat.

Lot shall also include mechanical equipment, ducts, pipes, and appurtenances located outside the Lots boundaries but designated and designed to serve only the Lot, such as air conditioning compressors and other air conditioning apparatus, fixtures and the like, shall be considered part of the Lot. All pipes, wires, conduits, or other public utility lines or installations serving only the Lot shall be considered part of the Lot.

***Section 1.15 Member***

Member shall mean an Owner.

***Section 1.16 Mortgage***

Mortgage shall mean any mortgage, deed of trust or other security instrument by which a Lot or any part thereof is encumbered.

***Section 1.17 Mortgagee***

Mortgagee shall mean a holder, insurer or guarantor of a first mortgage on a Unit or the beneficiary, insurer or guarantor of a first deed of trust on a Lot.

***Section 1.18 Owner***

Owner means the person or persons owning any Lot (including the holder of a vendee's interest under a land sale contract, unless otherwise stated in the contract), but does not include a tenant or holder of a leasehold interest or person holding only a security interest in a Lot (including the holder of a vendor's interest under a land sale contract, unless otherwise stated in the contract).

***Section 1.19 Plat, Map or Maps***

Plat, Map, or Maps shall mean and refer to the Maps on file with the Utah County Recorder for the Project.

***Section 1.20 Project or Property***

Project or Property means all of the land described in attached **Exhibit A**.



***Section 1.21 Project Documents***

Project Documents shall mean and refer to the Declaration of Covenants, Conditions and Restrictions, Bylaws, Articles of Incorporation, the Plat, and Rules and Regulations, and individual subdivision declarations.

***Section 1.22 Resident***

Resident shall mean and refer to any person living or staying at the Project. This includes but is not limited to all lessees, tenants, and the family members of Owners, tenants or lessees.

## ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION

***Section 2.01 Property Subject***

The real property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is located in Utah County, Utah, and is described on **Exhibit "A"** attached hereto, all of which real property is referred to herein as the "Property."

All of the Property shall be owned, conveyed hypothecated, encumbered, used, occupied and improved subject to this Declaration. The easements, covenants, conditions, restrictions and charges, described in this Declaration shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of the Association, and each Owner thereof.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or any assignee of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to improve the Common Areas with such facilities, including, but not limited to, roads, recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservation, the above-described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall, unless sooner terminated in accordance with its terms, expire seven (7) years after the date on which the last subdivision declaration for the Additional Land is filed for record in the office of the County Recorder of Utah County, Utah.

***Section 2.02 Additions of Property***

(a) Annexation of Additional Property. The Declarant, its successors and assigns, shall have the unilateral right for seven (7) years from the date of the recording of this Declaration, or any amendment or supplement hereto, without the necessity for consent from the members of the Association, to bring additional property within the scheme of this Declaration as provided in this Article.

(b) Method of Annexation. All or any portion of the Additional Property may be annexed to the Community by the recording of a supplemental Declaration and Plat Map for each phase in the Recorder's Office of Utah County, Utah. The supplemental declaration shall extend the scheme of the Declaration to the Additional Property. The described property shall thereupon become part of the Property. Upon the recording of a supplemental declaration and plat for a subsequent phase, Owners of Additional Property shall be subject to the same obligations and entitled to the same privileges as apply to the Owners of the Property.

***Section 2.03 Withdrawal of Property***

(a) Prior to the Turnover Period, the Declarant may withdraw any property (excluding, however, any Common Areas conveyed to the Association by the Declarant) from the Property. Such withdrawn property shall no longer be subject to the covenants and restrictions of this Declaration except for any easements, rights, reservations, exemptions, power or privileges reserved to the Declarant pursuant to this Declaration which burdens the withdrawn property for the benefit of any property which is subject to the Declaration. Such withdrawal shall be made by recording a Supplemental Declaration among the Land Records of the County, withdrawing the effect of the covenants and restrictions of this Declaration from the withdrawn property. Such withdrawn property may be utilized by the Declarant, or any successor, assign or transferee thereof, for any lawful purpose or use.

**ARTICLE III. PROPERTY RIGHTS IN LOTS**

***Section 3.01 Use and Occupancy***

Except as otherwise expressly provided in this Declaration or the Bylaws, the Owner of a Lot shall be entitled to the exclusive use and benefit of such Lot and Living Unit. Each Lot shall be bound by, and the Owner shall comply with the Project Documents for the mutual benefit of the Owners.

***Section 3.02 Easements Reserved***

In addition to the easements shown on the Plat or provided for under this Declaration, the Bylaws or law, the following easements are hereby reserved for the benefit of the Owners and the Association:

(a) Right of Entry.

The Association and any person authorized by the Association may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of performing maintenance and determining whether or not the Lot is in compliance with this Declaration and Bylaws. Requests for entry shall be made in advance and at a time convenient to the Owner, except in the case of an emergency, when such right shall be immediate. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot. The right of entry granted by the subsection applies only to Lots upon which the Association has maintenance responsibilities as provided for in the Project Documents

(b) Utility Easements

The Association or any public utility provider shall have an easement over all Lots for the installation, maintenance and development of utilities and drainage facilities. The easement area of each Lot and all Improvements therein shall be maintained continuously by the Owner of the Lot of the Association in accordance with the terms of the Project Documents, except for those improvements for which a public authority or utility provider is responsible.

**Section 3.03 Easements Shown on the Plat**

Lots shall be subject to the easements shown on the Plat.

**ARTICLE IV. ASSOCIATION****Section 4.01 Organization**

(a) The Association has been organized as a nonprofit corporation under the nonprofit corporation laws of the State of Utah (Utah Code Annotated Title 16-6a).

(b) The Articles of Incorporation of the Association provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. All of the property, powers and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association. Such vesting shall thereafter be confirmed as evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws (as the same may be amended from time to time) as if they had been drafted to constitute the governing documents of the unincorporated association.

(c) The affairs of the Association shall be governed by a Board of Trustees as provided in the Bylaws.

**Section 4.02 Membership**

Each Owner during the entire period of Owner's ownership of one or more Lots within the Project shall be a member of the Association. The membership shall commence, exist and continue by simply virtue of the ownership, shall expire automatically upon termination of ownership and need not be confirmed or evidenced by any certificate or acceptance of membership.

**Section 4.03 Voting Rights**

Voting rights within the Association shall be allocated as follows:

(a) **Class A.** Class A Members shall be all Owners other than the Declarant until the Class B membership ceases. Class A Members shall be entitled to one vote for each Unit in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Unit.

(b) **Class B.** The Class B Member shall be the Declarant. The Class B Member shall be entitled to four (4) votes for each Unit in which it holds the interest required for Membership in the Association. The Class B Membership shall automatically cease and be converted to a Class A membership on the first to occur of the following events:

(i) Upon the sale of the last Lot of the Additional Property.

(c) **Method of Voting.** The method of voting shall be as provided in the Bylaws.

**Section 4.04 Powers, Duties and Obligations**

The Association shall have such powers and duties as may be granted to it or imposed by the Project Documents and any applicable statute, as such statute may be amended to expand the scope of association powers.

**Section 4.05 Adoption of Bylaws**

The Association has adopted Bylaws which are being recorded simultaneously with this Declaration.

**ARTICLE V. COMPLIANCE AND ENFORCEMENT**

**Section 5.01 Compliance**

Each Owner or Resident of a Living Unit shall comply with the provisions of this Declaration, the Bylaws and the rules and regulations adopted pursuant thereto and any applicable statute. Failure to comply therewith shall be grounds for an action or suit maintainable by the Association or an aggrieved Owner.

**Section 5.02 Action By Owners**

Subject to any limitation imposed under the Project Documents or Utah law, an aggrieved Owner may bring an action against such other Owner or the Association to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

**Section 5.03 Injunctive Relief**

Nothing in this Section shall prevent an Owner, the Association, or other interested party from resort to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

**Section 5.04 Hearing**

The Board shall, by resolution, promulgate procedures for hearings. When a hearing is requested or required, the hearing shall be conducted in accordance with the Board's resolution on hearings.

**Section 5.05 Reserved**

**Section 5.06 Reserved**

**Section 5.07 Reserved**

**Section 5.08 Reserved**

**Section 5.09 Reserved**

**Section 5.10 Reserved**

**Section 5.11 Reserved**

**Section 5.12 Reserved**

**Section 5.13 Reserved**

**Section 5.14 Reserved**

**Section 5.15 Reserved**

**Section 5.16 Reserved**

**Section 5.17 Enforcement**

Violation of any provisions of the Project Documents, or of any decision of the Association made pursuant to such documents, shall give the Board of Trustees acting on behalf of the Association, the right, in addition to any other rights set forth in the Project Documents, or under law, to do, any or all of the following after giving notice and an opportunity to be heard:

- (a) To enter the Lot which or as to which such violation exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the Board of Trustees shall not thereby be deemed guilty of any manner of trespass, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished. Costs and attorney's fees shall be an Individual Assessment;
- (b) To enjoin, abate, or remedy such thing or condition by appropriate legal proceeding;
- (c) To levy reasonable fines pursuant to a schedule of fines adopted by resolution of the Board of Trustees;
- (d) To terminate the right to receive utility services paid for out of assessments, if any, or, except for the right to an assigned parking space, to terminate the right of access to and use of recreational and service facilities of the Association, until the correction of the violation has occurred; or
- (e) The right of the Association to suspend the voting rights and the rights to use of the Common Area after notice and a hearing until the violation is cured; or
- (f) Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration, the Bylaws and any rules or regulations adopted pursuant thereto. Costs and attorney's fees shall be an Individual Assessment.

**ARTICLE VI. ARCHITECTURAL CONTROL****Section 6.01 Design Review Committee**

- (a) The Board of Trustees shall serve as the Design Review Committee ("DRC"); however, the Board of Trustees may delegate the responsibilities of the DRC.
- (b) No Improvement shall be commenced, erected, placed or altered on any Lot until an application and construction plans and specifications, showing the nature, shapes, heights, materials, colors and proposed location of Improvements or changes have been submitted to and approved in writing by the DRC as provided in this article. It is the intent and purpose of this Declaration to assure quality of workmanship and materials, to assure harmony of exterior design with the existing improvements and landscaping and as to location with respect to topography and finished grade elevation.
- (c) The initial Design Review Committee shall be comprised of the Declarant or any persons or entities appointed by the Declarant as it determines. After the Turnover Meeting described in this Declaration, or at an earlier date if Declarant so elects, the Board of Trustees shall function as the DRC and their terms as an DRC member shall be for as long as their Board of Trustee term. However, the Board of Trustees may elect to delegate the DRC functions to a separate committee. In such an event, the

committee shall consist of no fewer than three (3) members and no more than five (5) members. The terms of office for each member of the DRC, appointed by the Board, shall be for one (1) year unless lengthened or shortened by the Board of Trustees at the time of appointment. The Board may appoint any or all of its members for the DRC and there shall be no requirement for non-Board members to serve on the DRC.

**Section 6.02 Design Guidelines**

(a) The procedure and specific requirements for review and approval of an application shall be set forth in design guidelines and standards ("Design Guidelines") adopted from time to time by resolution of the Board of Trustees at its sole discretion.

(b) The Design Guidelines shall interpret and implement the provisions of this Declaration and the Bylaws for architectural review and guidelines for architectural design of Living Units and other Improvements, including, but not limited to, decks, porches, awnings, carports, garages, and storage structures, color schemes, exterior finishes and materials and similar features which may be used on the Property and landscaping; however, Design Guidelines may not be in derogation of the minimum standards established by this Declaration and the Bylaws.

**Section 6.03 Action by Committee**

A majority of the members of the DRC shall have the power to act on behalf of the DRC, without the necessity of a meeting and without the necessity of consulting the remaining member or members of the DRC. All decisions rendered by the DRC must be by written instrument setting forth the action taken by the members consenting thereto.

**Section 6.04 Duties**

The DRC shall consider and act upon the proposals or plans submitted pursuant to this article.

**Section 6.05 DRC Decisions**

The DRC shall render its approval or denial decision with respect to the proposal within thirty (30) business days after it has received all material required by it with respect to the application. All decisions shall be in writing. If the DRC fails to render its decision of approval or denial in writing within such thirty (30) business days of receiving all material required by it with respect to the proposal, the application shall be deemed denied.

**Section 6.06 DRC Discretion**

The DRC may, at its sole discretion, withhold approval of any proposal if the DRC finds the proposal would be inappropriate for the particular Lot or incompatible with the Architectural Standards and Guidelines. Considerations such as sitting, shape, size, color, design, height, solar access or other effects on the enjoyment of other Lots or Common Area, and any other factors which the DRC reasonably believe to be relevant, may be taken into consideration by the DRC in determining whether or not to approve any proposal.

**Section 6.07 Waiver, Precedent, Estoppel**

Approval or disapproval by the DRC of any matter proposed to it or within its jurisdiction shall not be deemed to constitute precedent, waiver or estoppel impairing its right to withhold approval or grant approval as to any similar matter thereafter proposed or submitted to it.

**Section 6.08 Appeal**

Any Owner adversely impacted by action of the DRC may appeal such action to the Board of Trustees. If, however, the DRC's duties are being carried out by the Board of Trustees, then no such right to appeal shall exist.

All appeals and hearings shall be conducted in accordance with procedures set forth by the Board by resolution.

**Section 6.09 Effective Period of Consent**

The DRC's approval of any proposal shall automatically be revoked within three (3) months after issuance unless construction or other work relating to the proposal has been commenced or the Owner has applied for and received an extension of time from the DRC.

**Section 6.10 Determination and Notice of Noncompliance**

(a) Inspection. The DRC may inspect from time to time, all work performed and determine whether it is in substantial compliance with the approval granted.

(b) Notice of Noncompliance. If the DRC finds that the work was not performed in substantial conformation with the approval granted, or if the DRC finds that the approval required was not obtained, the DRC shall notify the Owner in writing of the noncompliance. The notice of noncompliance shall specify the particulars of noncompliance and shall require the owner to remedy the noncompliance by a specific date.

**Section 6.11 Noncompliance**

Any Owner who receives a notice of noncompliance may appeal the notice in accordance with the appeals procedures set forth by the Board.

**Section 6.12 Liability**

Neither the Board of Trustees, DRC nor any member thereof shall be liable to any Owner, occupant, builder or other person for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the DRC or a member thereof, provided only that the member has in accordance with the actual knowledge possessed by him or her, acted in good faith. The DRC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Owner.

**Section 6.13 Estoppel Certificate**

(a) Within fifteen (15) business days after written request is delivered to the DRC by an Owner, and upon payment to the DRC of a reasonable fee fixed by the DRC to cover costs, the DRC shall provide such Owner with a certificate executed by the chairman, or other authorized member of the DRC certifying with respect to any Lot owned by the Owner, that as of the date thereof either:

(i) All improvements made or done upon or within such Lot by the Owner that are subject to the requirements of this article comply with the Declaration and the Bylaws; or

(ii) Such improvements do not comply, in which event; the certificate shall also identify the

non-complying improvements and set forth with particularity the nature of such noncompliance.

(b) The Owner, Owner's heirs, devisees, successors and assigns shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between and among Declarant, the DRC, the Association and all Owners and such persons deriving any interest through any of them.

**Section 6.14 Fees**

Except for the Declarant, there shall be an application fee in an amount to be determined by the DRC for any new construction upon a Lot. There shall also be an application fee to be determined by the DRC for all other Improvements other than the construction of new Living Unit. In addition to any fees set forth herein, the DRC may charge a reasonable application fee and charge applicants additional costs incurred or expected to be incurred by the DRC to retain architects, attorneys, engineers, landscape architects and other consultants to advise the DRC concerning any aspect of the application or compliance with any appropriate architectural criteria or standards. Such fee schedule shall be adopted by Board resolution and shall be collectible as assessments pursuant to this Declaration and the Bylaws.

**ARTICLE VII. DECLARANT RIGHTS**

**Section 7.01 Administrative Control of Association**

Declarant shall assume full administrative control of the Association through an appointed interim Board of Trustees, which shall serve until the Turnover Meeting.

The Turnover Meeting shall be held at the Declarant's option and sole discretion but shall not be held later than three (3) years from the date ninety-five percent (95%) of the total number of Lots to be developed upon the Property are occupied.

Declarant may elect to relinquish control of the Association at an earlier time by written notice to Owners and the Turnover Meeting shall be held within ninety (90) days of such notice.

**Section 7.02 Other Rights**

In addition to any other rights under the Project Documents, as long as Declarant owns at least one (1) Lot within the Property Declarant:

(a) "For Sale Signs." May maintain a reasonable number of "For Sale" signs, the size of which may be determined by Declarant, at reasonable locations on the Property, including without limitation, the Common Property;

(b) Approval of Amendments. Shall have the right to approve all amendments to the Project Documents proposed by the members;

(c) Assessment Obligation. Declarant shall have no obligation to pay assessments.

**Section 7.03 Easements Reserved to Declarant**

(a) The reservation to Declarant, its successors and assigns, of non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Plat as "Drainage and Utility Easement," "Sewer Easement," "Drainage and Sewage Easement," and "Open Space," or



otherwise designated as an easement area over any road or Common Area on the Property, and over those strips of land running along the front, rear, side and other Lot lines of each Lot shown on the Plat.

(b) An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Property and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located, together with the right and

(c) Easement granting the privilege of entering upon the Common Areas for such purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to affect such purposes.

(d) The reservation to Declarant and its successors and assigns, of a non-exclusive easement and right-of-way in, through, over and across the Common Area for the purpose of the storage of building supplies and materials, and for all other purposes reasonably related to the completion of construction and development of the project and the provision of utility services, and related services and facilities.

(e) The Declarant further reserves unto itself, and its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Community in, over, through, upon and across any and all of the roads, streets, avenues, alleys, and open space and in, over, through, upon and across each and every Lot in any easement area set forth in this Declaration or as shown on the Plat.

(f) The Declarant further reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements, including easements in the areas designated as "open space" and storm water management reservation, to public use all as shown on the Plat. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Lot or Lots in the Community except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Design Review Committee.

(g) Declarant further reserves unto itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Unit adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any Structure built on such Unit, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

(h) Declarant further reserves unto itself, for itself and any Builder and their successors and assigns, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property other than those Lots conveyed to Owners, including any Common Area which may have previously been conveyed to the Association, for all purposes necessary or appropriate to the full and final completion of construction of the Community.

The Declarant will take reasonable steps, and will ensure that any builder takes reasonable steps, to avoid

unduly interfering with the beneficial use of the Lots by Owners.

## **ARTICLE VIII. ASSESSMENTS**

### **Section 8.01 Covenant for Assessment:**

(a) Each Owner, by acceptance of a deed hereafter conveying any such Lot to it, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association the following types of assessments:

- 1) Annual assessments (the "Annual Assessment") as provided in Section 8.02 below;
- 2) Special assessments ("Special Assessments") as provided in Section 8.05 below;
- 3) Emergency assessments ("Emergency Assessments") as provided in Section 8.06 below;
- 4) Individual assessments ("Individual Assessments") as provided in Section 8.07 below;

(b) Assessments shall be established and collected as provided in this article.

(c) No Owner may exempt itself from liability for Assessments by abandonment of any Lot owned by such Owner.

### **Section 8.02 Annual Budget and Assessment:**

(a) Annual Budget. The Board shall prepare, or cause the preparation of, an annual budget for the Association, which shall provide, without limitation, for the maintenance of Association Maintenance Areas and for the administration, management and operation of the Association. If Board fails to adopt an annual budget, the last adopted budget shall continue in effect.

(b) Determination of Annual Assessment:

1) The Board of the Association shall fix the amount of the annual assessment ("Annual Assessment") against each Lot for each assessment period at least thirty (30) days in advance of the beginning of the period. Written notice of the Annual Assessments shall be sent to all members of the Association at least thirty (30) days in advance of the beginning any assessment period.

2) The omission by the Board, before the expiration of any assessment period, to fix the amount of the Annual Assessment for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this article or a release of any member from the obligation to pay the Annual Assessment, or any installment thereof, for that or any subsequent assessment period. In the event of such omission, the Annual Assessment fixed for the preceding period shall continue until a new assessment is fixed.

### **Section 8.03 Apportionment of Assessments**

Assessments shall be apportioned as follows:

(a) Annual, Special and Emergency Assessments. All Lots shall pay their pro rata share of the Annual Assessment, Special Assessments and Emergency Assessments commencing upon the date the Lots are made subject to a subdivision declaration. The pro rata share shall be based upon the total amount of each such assessment divided by the total number of Lots.

(b) Individual Assessments. Individual Assessments shall be apportioned exclusively against the Lots benefited or to which the expenses are attributable as provided in Section 6.7.

(c) Payment of Assessments. Upon resolution of the Board, installments of Annual Assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis. Any member may prepay one or more installments of any Assessment levied by the Association, without premium or penalty.

***Section 8.04 Personal Obligation and Costs of Collection:***

(a) Assessments imposed under this Declaration, together with interest at a rate to be established by resolution of the Board, not to exceed the maximum permitted by law, and costs and reasonable attorneys' fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner holding title to any Lot at the time when the assessment became due.

(b) The personal obligation for any delinquent Assessment, together with interest, costs and attorneys' fees shall not pass to the Owner's successor or successors in title unless expressly assumed by such successor or successors or if title is acquired by quit-claim deed.

***Section 8.05 Special Assessments***

In addition to the Annual Assessments authorized in this Article, the Association may levy in any assessment year, a special assessment ("Special Assessment") up to an amount equal to one hundred percent (100%) of the annual budget, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the exterior of the living units or Common Areas without consent of the Owners; any special assessment exceeding one hundred percent (100%) of the annual budget shall first be approved by a majority of the votes of Members of the Association, in accordance with the Bylaw procedures for Member approval.

***Section 8.06 Emergency Assessment:***

(a) If the Annual Assessments levied at any time are, or will become, inadequate to meet all expenses incurred under this Declaration for any reason, including nonpayment of any Owner's Assessments on a current basis, the Board shall, as soon as practicable, determine the approximate amount of the inadequacy and adopt a resolution which establishes a supplemental budget and levies the additional assessment ("Emergency Assessment"). The resolution shall specify the reason for the Emergency Assessment.

(b) Any Emergency Assessment, in the aggregate, in any fiscal year exceeding fifty percent (50%) of the budgeted expenses of the Association for the fiscal year may be levied only if approved by a majority of the Owners in accordance with Bylaw procedures for member approval.

(c) Emergency Assessments shall be apportioned as provided in Section 6.3 above.

**Section 8.07 Individual Assessments:**

(a) Any expenses benefiting or attributable to fewer than all of the Lots may be assessed exclusively against the Lots affected or benefited ("Individual Assessment"). Individual Assessments shall include, but are not limited to:

1) Assessments levied against any Lot to reimburse the Association for costs incurred in bringing the Lot or its Owner into compliance with the provisions of this Declaration or rules and regulations of the Association and for fines or other charges imposed pursuant to this Declaration for violation of this Declaration, the Bylaws or any rules and regulations of the Association.

2) Any reasonable services provided to an unimproved or vacant Lot by the Association due to an Owner's failure to maintain the same in order to protect the health, safety and welfare of adjoining Lot owners and the Association in general.

**Section 8.08 Nonpayment of Assessments**

Any assessment or portion thereof not paid within thirty (30) days after the due date (which shall be established by resolution of the Board):

(a) Shall be delinquent and shall bear interest from the date of delinquency at the rate, established by resolution of the Board, not to exceed the maximum rate permitted by law; and/or

(b) Shall be subject to a late charge in an amount to be determined by the Board by resolution; and

(c) If paid by installments, the Board may accelerate (including interest as provided for above) the remaining balance for the fiscal year and declare the remaining payments for the fiscal year due and payable.

**Section 8.09 Lien for Assessments**

All Assessments imposed shall be a charge and continuing lien upon each of the Lots against which the assessment is made in accordance with the terms and provisions of this Article and shall be construed as a real covenant running with the land.

**Section 8.10 Subordination of Lien to Mortgages:**

(a) The lien of the Assessments provided for in this Article shall be subordinate to the lien of any first mortgagees or deeds of trust now or hereafter placed upon the Lot subject to assessment, except as provided in subsection (b) of this Section.

(b) The sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any Assessments thereafter becoming due, or from the lien of any future assessment.

**Section 8.11 Enforcement of Lien**

The Association may establish and enforce the lien for any Assessment, including Annual, Special,

Individual or otherwise, pursuant to the provisions of this Declaration. The lien is imposed upon the Lot against which the Assessment is made. The lien may be established and enforced for damages, interest, costs of collection, late charges permitted by law, and attorneys' fees provided for in this Declaration or by law or awarded by a court for breach of any provisions of the Project Documents. The lien may be foreclosed in the same manner as either deeds of trust, mortgages, or in any other manner permitted by Utah law. The collection remedies stated herein are cumulative and the use of one does not preclude the use of other remedies.

**Section 8.12 Suspension of Voting Rights**

The Board shall have the right to suspend any Owner's right to vote during any period of time that the Owner carries a past due assessment balance.

**ARTICLE IX. INSURANCE**

**Section 9.01 Types of Insurance Maintained by the Association**

Commencing not later than the date a Lot is conveyed to a Person other than Declarant, the Association shall have the authority to and shall obtain and maintain, to the extent reasonably available, the insurance specified below:

(a) The Board of Trustees may adopt General Insurance Rules, Policies and Procedures intended as a guide for Owners and residents in order to maintain the insurability of the project, keep the insurance premium reasonable, and enforce the maintenance responsibilities of the individual owners. The Association shall obtain the following insurance coverages ("The Association Master Policy"):

- (i) D&O. Directors and officers in not less than \$1,000,000; and
- (ii) Fidelity Bond. Fidelity bond, in an amount not less than the reserves and operating capital of the association.

**Section 9.02 Insurance Company.**

The Association shall use a responsible insurance company or companies duly qualified and licensed in the State of Utah.

**Section 9.03 Minimum Amount of Insurance Coverage.**

The limits of each liability insurance policy purchased for the Association shall be in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate for bodily injury, death, and property damage. This amount may be increased by resolution of the Board of Trustees.

**Section 9.04 Premium as a Common Expense.**

The premium for the Association's insurance; including but not limited to: general liability, property coverage, directors and officers, and fidelity bond coverage is to be a Common Expense.

**Section 9.05 Insurance by Owner.**

Each Owner shall obtain and maintain liability and casualty/fire insurance on their lots.

- (a) Premium. The insurance premium on the Owner's policy shall be paid by the Owner.

(b) Maintenance of Coverage. The Owner shall obtain and keep in full force and effect at all times the required insurance coverage provided by companies duly authorized to do business in Utah.

(c) Not a Limitation. The provisions of this subsection shall not be construed to limit the power or authority of the Owner to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder, in such amounts and in such forms as he may deem appropriate.

(d) Default. If an Owner fails to maintain the required insurance or fails to provide a Certificate of Insurance within three (3) days of a request, and fails to remedy a default within ten (10) days of written notice, the Association may but is not obligated to, without further notice, purchase the required insurance and treat the cost as an Individual Assessment.

**Section 9.06 Loss of Rents.**

The Association Master Policy DOES NOT cover loss of rents or rental income.

**Section 9.07 Insurance of Contents and Lost Rents.**

Providing insurance to cover contents and lost rents or rental income is the responsibility of the individual Owner or Resident.

**Section 9.08 Payment of Deductible.**

It is presumed that the claimant is responsible to pay the deductible; provided, however, the deductible on a claim made against the Association Master Policy shall be paid for by the party (i) who would be liable for the loss, damage, claim, or repair in the absence of insurance or (ii) from whose Lot the causal event originates. In the event of multiple responsible parties, the loss shall be allocated in relation to the amount each party(s) responsibility bears to the total. If a loss is caused by an act of God or nature or by an element, risk or peril beyond the control of the parties, then the Owner shall be responsible for the deductible. Each Owner is encouraged to purchase insurance to cover the cost of the deductible as stated above. The association deductible will be \$10,000 or less. 60 days written notice will be given to Owners in the event the board of Trustees elects to increase the deductible in an amount greater than \$10,000. Owners shall be responsible for the Association deductible despite inadequate insurance personally carried.

**Section 9.09 Damages.**

Each Owner is responsible for the maintenance of his Unit and for the repair of any damage he causes to another Lot, Living Unit, or the Common Area and Facilities.

**Section 9.10 Right to Adjust Claims.**

The Association has the right, power and authority to adjust claims.

**Section 9.11 Use of Insurance Proceeds and Repairs.**

Repair of damage shall be completed within a reasonable time and insurance proceeds shall be used to repair the covered damage.

**Section 9.12 Obligation of Lot Owner to Repair and Restore**

(a) In the event of any damage or destruction of the improvements on a Lot, the insurance proceeds from any insurance policy on an improved Lot, unless retained by a Mortgagee of a Lot, shall be applied first to the repair, restoration or replacement of the damaged or destroyed improvements. Any

such repair, restoration or replacement shall be done in accordance with the plans and specifications for such improvements originally approved by the DRC; unless the Owner desires to construct improvements differing from those so approved, in which event the Owner shall submit plans and specifications for the improvements to the DRC and obtain its approval prior to commencing the repair, restoration or replacement.

If any Owner of an improved Lot fails to maintain the insurance required by this Article, the Association may, but shall not be obligated to, obtain such insurance and pay any premiums required in connection with obtaining such insurance. Such Owner shall be personally liable to the Association for any costs incurred by the Association in obtaining such insurance, to the same extent as such Owner is liable for assessments levied against its Lot, and, upon the failure of the Owner to pay such costs within ten (10) days after such Owner's receipt of a written demand therefor from the Association, the Association may establish a lien therefor upon the Owner's Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

## ARTICLE X. MAINTENANCE

### ***Section 10.01 Owners***

(a) Owner's Responsibility. All maintenance of the Lots and Living Units and improvements shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in accordance with the Project Documents of the Association.

(b) Maintenance by Association. The Board of Trustees, after notice and opportunity for hearing, or in the case of an emergency immediately, may assume the maintenance responsibility over a Lot if, in the opinion of the Board of Trustees, the Owner is unwilling or unable to adequately provide such maintenance. Should the Board exercise its right under this provision, it shall not be liable for trespass or nuisance and shall have the right to levy an Individual Assessment to recover its maintenance costs.

### ***Section 10.02 Association***

The Association shall maintain all Association Maintenance Areas.

## ARTICLE XI. ASSOCIATION AND OWNER MAINTENANCE OBLIGATIONS

(a) Except as otherwise provided in this Declaration, this Declaration may be amended by approval of Owners holding sixty-seven percent (67%) of the voting rights of the Association.

(b) Execution and Recordation. An amendment shall not be effective until the amendment is certified by the president and secretary of the Association as being adopted in accordance with this Declaration is acknowledged and is recorded in the Recorder's Office of Utah County, Utah.

(c) Notwithstanding anything in this Declaration, so long as the Class B membership exists, the written consent of the Declarant is required to amend this Declaration or the Map.

## ARTICLE XII. MISCELLANEOUS PROVISIONS

**Section 12.01 Invalidity; Number; Captions**

The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

**Section 12.02 Joint Owners**

In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Board of Trustees, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter in accordance with the Bylaws.

**Section 12.03 Lessees and Other Invitees**

Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration, the Bylaws and rules and regulations adopted by the Association restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

**Section 12.04 Nonwaiver**

Failure by the Association or any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

**Section 12.05 Waiver, Precedent and Estoppel**

No restriction, condition, obligation or provision contained in this Declaration or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association or any Owner by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association or Owner as to any similar matter.

**Section 12.06 Notice of Sale, Mortgage, Rental, or Lease**

Immediately upon the sale, mortgage, rental, or lease of any Lot, the Owner shall promptly inform the secretary or manager of the name and address of said grantee, vendee, mortgagee, lessee, or tenants.

IN WITNESS WHEREOF, the Declarant, has caused this Declaration to be executed by its duly authorized officers on the 14 day of August, 2008.

SL6, L.L.C.

by: *Development Associates, Inc.*  
Member - Manager  
*William P. Stapp, CEO*

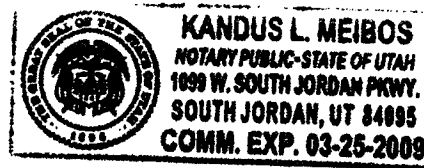


By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH     )  
                                  :SS.  
County of Salt Lake

On this 14<sup>th</sup> day of Aug., 2008, personally appeared before me Milton P. Shipp  
who being by me duly sworn, did say that he is the agent of Declarant, authorized to execute this  
Declaration.

Kandus L. Meibos  
NOTARY PUBLIC



## EXHIBIT A

### LEGAL DESCRIPTION

LOTS 43 THROUGH 73 SILVER LAKE SUBDIVISION PLAT ONE B

Parcel Nos: 66:066:0043 and all other parcels located in Silver Lake Subdivision Plat One B

LOTS 1 THROUGH 42 AND 74 THROUGH 130 SILVER LAKE SUBDIVISION PLAT ONE C

Parcel Nos: 66:077:0001 and all other parcels located in Silver Lake Subdivision Plat One C

LOTS 131 THROUGH 193 AND 202 THROUGH 207 SILVER LAKE SUBDIVISION PLAT TWO A

Parcel Nos: 66:084:0131 and all other parcels located in Silver Lake Subdivision Plat Two A

LOTS 194 THROUGH 201 AND 208 THROUGH 228 SILVER LAKE SUBDIVISION PLAT TWO B

Parcel Nos: 66:076:0194 and all other parcels located in Silver Lake Subdivision Plat Two B

LOTS 247 THROUGH 296, 1012, 1013 SILVER LAKE VILLAGE PLAT THREE

Parcel Nos: 66:071:0247 and all other parcels located in Silver Lake Village Plat Three

LOTS 229 THROUGH 246, 297 THROUGH 335, 1001, 1002 SILVER LAKE VILLAGE PLAT FOUR-B

Parcel Nos: 66:145:0001 and all other parcels located in Silver Lake Village Plat Four-B

LOTS 601 THROUGH 641, A SILVERLAKE SUBDIVISION PLAT 6

Parcel Nos: 66:194:0601 and all other parcels located in Silverlake Subdivision Plat 6

LOTS 1 THROUGH 86 SILVERLAKE SUBDIVISION PLAT 7

Parcel Nos: 66:217:0001 and all other parcels located in Silverlake Subdivision Plat 7

LOTS 1 THROUGH 94 SILVER LAKE VILLAGE PUD

Parcel Nos: 66:152:0001 and all other parcels located in Silver Lake Village PUD

**EXHIBIT B**

**ADDITIONAL LAND**

Beginning at a point Which is South 89°10'11" East along the Section line 1319.68 feet from the Northwest Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S 89°10'11" E a distance of 1319.69 feet thence S 89°50'17" E a distance of 2639.41 feet thence S 0°08'39" W a distance of 2647.80 feet thence S 0°36'42" W a distance of 2659.26 feet thence N 89°20'31" W a distance of 2652.03 feet thence N 89°16'10" W a distance of 1324.57 feet thence N 0°33'59" E a distance of 2649.23 feet thence N 0°34'12" E a distance of 2637.17 feet and the POINT OF BEGINNING.

The above described parcel contains 482.72 acres (21027086.57 sq. ft.)

**EXHIBIT C**

**BYLAWS OF SILVERLAKE MASTER HOME OWNERS ASSOCIATION,  
INC.**

## ARTICLE I. BYLAW APPLICABILITY

### **Section 1.01 Property Submission**

The Property is located in Utah County, Utah, has been submitted to the provisions of a Declaration recorded in the Office of the County Recorder of Utah County, Utah, simultaneously herewith, and shall hereafter be referred to as the "Project."

### **Section 1.02 Bylaws Applicability**

The Provisions of these Bylaws are applicable to the Project as the same may be expanded as provided in the Declaration and the use, occupancy, sale, lease or other transfer thereof. All Owners of any fee or leasehold interest, all occupants or users of the Project, and the agents and servants of any of them are subject to the provisions of the Project Documents.

### **Section 1.03 Personal Application**

All present and future Owners, tenants, future tenants, their guests, licensees, servants, agents, employees and any other person or persons who shall be permitted to use the facilities of the Project, shall be subject to the Project Documents. Acquisition, rental or occupancy of any of the Lots in the Project shall constitute an acknowledgment that such Owner, tenant or occupant has accepted and ratified these Bylaws, the provisions of the Project Documents and will comply with them.

### **Section 1.04 Office**

The office of the Association and of the Board of Trustees shall be located at the Project or at such other place as may be designated from time to time by the Board of Trustees (hereinafter sometimes called the "Board").

## ARTICLE II. ASSOCIATION

### **Section 2.01 Composition**

All of the Lot Owners acting as a group in accordance with the Utah Revised Nonprofit Corporations Act, as amended (the "Act"), and the Project Documents shall constitute the Association. Except as to those matters which the Act specifically requires to be performed by the vote of the Lot Owners, the administration of the Project shall be performed by the Board.

### **Section 2.02 Voting**

Each Lot Owner shall have one vote. Since a Lot Owner may be more than one person, if only one of such persons is present at a meeting of the Association that person shall be entitled to cast the vote appertaining to that Lot. But if more than one of such persons is present, the vote appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting.

Since a person need not be a natural person, the word "person" shall be deemed for the purposes of this Section to include, without limitation, any natural person having authority to execute deeds on behalf of any person, excluding natural persons, which are, either alone or in conjunction with another person or persons, a Lot Owner.

Except where a greater number is required by the Act or the Project Documents, a majority of the votes of Lot Owners present in person or represented by proxy in good standing and entitled to vote is required to adopt decisions at any meeting of the Association.

***Section 2.03 Place of Meeting***

Meetings of the Association shall be held at the principal office of the Project or at such other suitable place as may be designated by the Board and stated in the notice of the meeting.

***Section 2.04 Annual Meeting***

Annual meetings for any other purpose than the election of the Board of Trustees may be held at any time on call of the President of the Board, by a majority of the Board or by Lot Owners representing twenty percent (20%) of the Lot Owners. Notice of such meeting shall be given in accordance with the provisions of Section 6.2.

Thereafter, the annual meetings of the Association shall be held in May. The Board in its discretion may designate another date for the annual meeting. At such annual meetings the Board shall be elected by ballot of the Owners in accordance with the requirements of these Bylaws. The Association may transact such other business as may properly come before them at such meetings.

***Section 2.05 Special Meetings***

It shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board or, after all of the Board has been elected by Lot Owners, upon a petition signed and presented to the Secretary by Owners having not less than twenty percent (20%) of the votes of all Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

***Section 2.06 Notice of Meetings***

It shall be the duty of the Secretary to mail, by United States mail, postage prepaid, a notice of (a) each annual meeting of the Owners, at least twenty (20) days in advance of such meeting and (b) each special meeting of the Owners at least ten (10) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at the address of their respective Lots and at such other address as each Owner may have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

***Section 2.07 Voting Requirements***

An Owner shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all due installments of assessments made or levied against him and his Lot, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his Lot, and shall have no reported or obvious violations of the Project Documents at least three (3) days prior to the date fixed for such annual or special meeting.

***Section 2.08 Proxies***

The votes appertaining to any Lot may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Lot Owner, or, in cases where the Lot Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Lot Owner or by any of such persons, that it be revoked. Any proxy shall be void if it is

not dated, if it purports to be revocable without notice as aforesaid. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy, and must be filed with the Secretary not less than three (3) days before the meeting.

**Section 2.09 Absentee Ballots**

(a) A Member who is incapacitated, or who will be absent, on the date set for balloting may cast an absentee ballot at the place or time of balloting, or by mail, in the manner required by the Election Committee, but in no event shall the vote be cast more than fourteen (14) days prior to the voting date.

(b) Ballot boxes containing absentee votes shall be opened and the ballots tabulated at the same time and place and under the same conditions as the regular ballots.

**Section 2.10 Mail-in Ballots**

(a) Any action that may be taken by the Unit Owners, except election of Board members, may be taken by written consent in accordance with the procedure established in the Utah Revised Nonprofit Corporation Act Section 16-6a-709, as amended.

(b) A combination of mail-in ballots and "in person" ballots may be used.

**Section 2.11 Written Consent in Lieu of Vote**

Any action that may be taken by the Owners, except election of Board members, may be taken by written consent in accordance with the procedure established in the Utah Revised Nonprofit Corporation Act Section 16-6a-707, as amended.

**Section 2.12 Quorum**

Except as may otherwise be provided in the Project Documents or by statute, more than thirty percent (30%) of the Owners shall constitute a quorum for the adoption of decisions. If, however, such quorum shall not be present or represented at any meeting; the Owners entitled to vote thereat, present in person, represented by proxy or absentee ballot, shall have power to adjourn the meeting and reschedule for a time no earlier than 48 hours, and no later than thirty (30) days after the time set for the original meeting. No notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting. A quorum for the transaction of business at the rescheduled meeting shall be the Owners in person or represented by proxy or absentee ballot.

**Section 2.13 Order of Business**

The order of business at all meetings of the Association shall be as follows: (a) roll call; (b) proof of notice of meeting; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) report of special committees, if any; (f) election of inspectors of election, if applicable; (g) election of Board Members, if applicable; (h) unfinished business; and (i) new business. In its sole discretion, the Board of Trustees may change the order of business.

**Section 2.14 Title to Lot**

Title to Lots may be taken in the name of a natural person or in the names of two or more natural persons, or in the name of a corporation, partnership, association or other entity capable of holding title to real property, or any combination thereof.

**Section 2.15 Conduct of Meeting**

The President shall, or in his absence the Vice-President shall, preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted by the meeting as well as a record of all transactions occurring thereat.

**ARTICLE III. BOARD OF TRUSTEES****Section 3.01 Powers and Duties**

The affairs and business of the Association shall be managed by the Board which shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and may do all such acts and things as are not by the Act or by these Bylaws directed to be exercised and done by the Association.

The Board shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the enjoyment of the Project provided such Rules and Regulations shall not be in conflict with the Act, the Declaration or these Bylaws. The Board shall delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the Managing Agent, if any, which might arise between meetings of the Board. Subject to any limitations or provisions contained in the Declaration, the Board shall be responsible for the following:

- (a) Preparation of an annual budget, in which there shall be established the contribution of each Owner to the Common Expenses;
- (b) Making assessments against Owners to defray the cost and expenses of the Project, establishing the means and methods of collecting such assessments from the Owners, and establishing the period of the installment payment of the annual assessment for Common Expenses. Unless otherwise determined by the Board, the annual assessment against each Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month.
- (c) Providing for the operation, care, upkeep, replacement, maintenance and surveillance of all of the Common Areas and services of the Project.
- (d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Areas, and providing services for the Property, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed the common property of the Owners.
- (e) Collecting the assessments against the Owners, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the Property.



- (f) Making and amending Rules and Regulations respecting the use of the Property.
- (g) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.
- (h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property, in accordance with the Declaration and other provisions of these Bylaws, after damage or destruction by fire or other casualty.
- (i) Enforcing by legal means the provisions of the Project Documents for the use of the Property adopted by it, and bringing any proceedings which may be instituted on behalf of the Owners.
- (j) Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof.
- (k) Borrow money.
- (l) Paying the cost of all services rendered to the Project and not billed to Owners of individual Lots.
- (m) Keeping books with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Association, specifying any maintenance and repair expenses of the Common Areas and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Board for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices, and the same, upon resolution of the Association, shall be audited every three (3) years by an outside auditor employed by the Board who shall not be a resident of the Project, or an Owner therein. The cost of such audit shall be a Common Expense. A copy of the annual audit report shall be supplied to any first mortgagee of any Lot in the Project who requests the same in writing from the Secretary.
- (n) To do such other things and acts not inconsistent with the Act or the Project Documents.

**Section 3.02 Manager**

The Board may employ a Manager at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3.1.

The Board may delegate to the Manager all of the powers granted to the Board by these Bylaws; provided that any actions by the Manager with respect to the powers set forth in paragraphs (b), (f), (g) and (I), of Section 3.1 shall require the written consent of the Board.

**Section 3.03 Number of Board Members**

After the Turnover Meeting, the Board shall be composed of three (3) to nine (9) persons, who are members in good standing. The Board by resolution shall determine the number of Board members. If the Board decides to increase the number of Trustees, they shall fill the new seats as if they were vacancies and the Members shall vote to fill those seats at the next Annual Meeting.

**Section 3.04 Selection and Term of Office of the Board**

Unless appointed under the provisions of Section 3.10, Board members shall be elected as follows:

(a) Board members shall be elected by a majority vote of the Members present in person or by proxy at the annual meeting. Cumulative voting shall not be permitted.

(b) All Board members shall hold office until the members shall have elected their respective successors.

(c) Board members' terms shall be staggered. The initial term of each member (1, 2, or 3 years) shall be decided by vote of the newly elected Board members at their first meeting. Upon the natural expiration of a Board member's term, a successor shall be elected for a two (2) year term. There shall be no limit on the number of terms an Owner may serve as a Board member.

**Section 3.05 Organization Meeting**

The first meeting of the members of the Board following the annual meeting of the Association shall be held within ten (10) days after the annual meeting at such place as shall be fixed by the Board at the meeting at which such Board-persons were elected, and no notice shall be necessary to the newly elected Board members in order legally to constitute such meeting provided that majority of the whole Board shall be present thereat.

**Section 3.06 Regular Meetings**

Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board, but at least three (3) such meetings shall be held during each fiscal year after the first annual meeting of the Association. Notice of regular meetings of the Board shall be given to each Board member at least three (3) business days prior to the day named for such meeting.

**Section 3.07 Special Meetings**

The President on three (3) business days' notice to each member may call special meetings of the Board. Such shall state the time, place and purpose of the meeting. The President or Secretary shall call special meetings of the Board in like manner and on like notice on the written request of at least two (2) Board members.

**Section 3.08 Waiver of Notice**

Before or at any meeting of the Board, any Board member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board member at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Board members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Section 3.09 Board's Quorum**

At all meetings of the Board, a majority of the Board shall constitute a quorum for the transaction of business, and the acts of the majority of the Board present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business, which might have been transacted at the meeting as originally called, may be transacted without further notice.

**Section 3.10 Vacancies**

In the event a Board seat which was filled by Declarant becomes vacant, Declarant shall have the right to select a replacement member to sit on the Board for the balance of the term associated with the vacated seat.

Vacancies in the Board caused by any reason other than removal of a Board member by a vote of the Association shall be filled by vote of the majority of the remaining Board members at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the Board members present at such meeting may constitute less than a quorum of the Board; and each person so elected shall be a Board member for the remainder of the term of the Board member so replaced and until a successor is elected at the next annual meeting of the Association.

**Section 3.11 Removal of Board Member**

(a) A Board member may be removed with or without cause, and his successor elected, at any duly called regular or special meeting of the Association at which a quorum is present, by an affirmative vote of the majority of the votes represented and voting. Any Board member whose removal has been proposed by the Owners shall be given at least thirty (30) days written notice of the calling of the meeting and the purpose thereof and shall be given a reasonable opportunity to be heard at the meeting.

(b) Any Board member who allows his installments of assessments made or levied against him and his Lot by the Board to become three (3) months overdue, and fails to cure the default within ten (10) days after written notice shall automatically forfeit his membership on the Board.

**Section 3.12 Compensation**

Board members shall not be compensated for their work. However, they may seek reimbursement for actual costs incurred associated with their service.

**Section 3.13 Conduct of Meetings**

The President shall preside over all meetings of the Board and the Secretary shall keep a Minute Book of the Board recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings.

**Section 3.14 Report of Board**

The Board shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, full and clear statement of the business and condition of the Association.

**Section 3.15 Fidelity Bonds**

The Board shall require that all officers, agents (including professional Manager and its employees) and employees of the Association handling or responsible for funds furnish adequate fidelity bonds. The premiums on such bonds shall constitute a Common Expense. The Board shall provide a fidelity insurance coverage as required by the Declaration.

**Section 3.16 Dispensing with Vote**

Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all the members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

**Section 3.17 Liability of the Board**

The members of the Board shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the Board members from and against all contractual liability to others arising out of contracts made by the Board on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of the Project Documents.

**ARTICLE IV. OFFICERS****Section 4.01 Designation**

The principal officers of the Association shall be a President, Vice President, Secretary, and a Treasurer, all of whom shall be elected by and from the Board.

The Board may appoint assistant secretaries and such other officers as in its judgment may be necessary. With the exception of the President, no officer need be a member of the Board. The same person may hold two or more offices, except that the President shall not hold any other office.

**Section 4.02 Election of Officers**

The officers of the Association shall be elected annually by the Board at the organization meeting of each Board and shall hold office at the pleasure of the Board. The Board at a regular meeting or special meeting called for such purpose shall fill any vacancy in an office.

Nevertheless, the Board members may serve as the officers of the Association, with such positions therein determined amongst them.

**Section 4.03 Removal of Officers**

The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the whole Board, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

**Section 4.04 President**

The President shall be the chief executive officer; he shall preside at meetings of the Association and the Board and shall be an ex officio member of all committees; he shall have general and active management of the business of the Association and shall see that all orders and resolutions of the Board are carried into effect.

**Section 4.05 Vice President**

There shall be a Vice President. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board or the President shall prescribe. If neither the President nor the Vice President is able to act, the Board shall appoint a member of the Board to do so on an interim basis.

**Section 4.06 Secretary**

The Secretary shall attend all sessions of the Board and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him for that purpose and shall perform like duties for committees when required. He or she shall give, or cause to be given, notice of all meetings of the Association, the Board and committees and shall perform such other duties as may be prescribed by the Board.

The Secretary shall compile and keep current at the principal office of the Project, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Board including resolutions.

**Section 4.07 Treasurer**

The Treasurer shall have the custody of all funds and securities that are not under the control of the Managing Agent, and, with the assistance of the Managing Agent, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all moneys and other valuable effects in such depositories as may be designated by the Board. He or she shall disburse funds as ordered by the Board taking proper vouchers for such disbursements, and shall render to the President and Board members, at the regular meetings of the Board, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.

**Section 4.08 Agreement, Contracts, Deeds, Checks, etc.**

All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures shall be executed by any person or persons as may be designated by the Board.

**ARTICLE V. FISCAL YEAR****Section 5.01 Fiscal Year**

The fiscal year of the Association shall consist of the twelve month period commencing on January 1 of each year and terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Board should it be deemed advisable or in the best interests of the Association.

**ARTICLE VI. AMENDMENT TO BYLAWS****Section 6.01 Amendments**

Except as otherwise provided in this Section, these Bylaws may be modified or amended either (i) by the management committee at any time, to add, change or delete a provision, unless it would result in a change of the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class or unless it is prohibited by the Declaration.

Notwithstanding anything in these Bylaws, so long as the Class B membership exists, the written consent of the Declarant is required to amend these Bylaws.

***Section 6.02 Recording***

A modification or amendment of these Bylaws shall become effective only if such modification or amendment is recorded in the office of the County Recorder of Utah County, Utah.

***Section 6.03 Conflicts***

No modification or amendment of these Bylaws may be adopted which shall be inconsistent with the provisions of the Declaration. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official Bylaws of the Association and all Owners shall be bound to abide by such modification or amendment.

**ARTICLE VII. NOTICE*****Section 7.01 Manner of Notice***

All notices, demands, bills, statements or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by U.S. Mail, first class postage prepaid, (i) if to an Owner, at the address of his Lot and at such other address as the Owner may have designated by notice in writing to the Secretary, or (ii) if to the Board or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section. The Association may, by resolution, collect and give notice by electronic mail or other electronic means.

***Section 7.02 Waiver of Notice***

Whenever any notice is required to be given under the provisions of the statutes, the Declaration or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Act.

**ARTICLE VIII. COMPLIANCE, CONFLICT AND MISCELLANEOUS PROVISIONS*****Section 8.01 Compliance***

These Bylaws are set forth in compliance with the requirements of the Act.

***Section 8.02 Conflict***

These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of the Act. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration or the Act. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between the Declaration and the Act, the provisions of the Act shall control.

***Section 8.03 Severability***

These Bylaws are set forth to comply with the requirements of the State of Utah. In case any of the Bylaws are in conflict with the provisions of any of its statutes, the provisions of the states will apply. If any provisions of these Bylaws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance are held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

**Section 8.04 Waiver**

No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

**Section 8.05 Captions**

The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

**Section 8.06 Gender, etc.**

Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

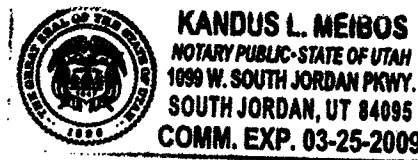
IN WITNESS WHEREOF, the Declarant, has caused these Bylaws to be executed by its duly authorized officers on the 14<sup>th</sup> day of Aug, 2008.

SL6, L.L.C.  
*by Development Associates, Inc,*  
*Member-Manager,*  
*Milton P. Shipp, CEO*  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH )  
County of Salt Lake :ss.

On this 14<sup>th</sup> day of Aug, 2008, personally appeared before me Milton P. Shipp who being by me duly sworn, did say that he is the agent of Declarant, authorized to execute these Bylaws.

*Kandus L. Meibos*  
NOTARY PUBLIC



**EXHIBIT D**  
**DESIGN GUIDELINES**



169  
65

# SILVERLAKE

## COMMUNITY DESIGN GUIDELINES

January 5, 2005

## COMMUNITY DESIGN GUIDELINES

Prepared for  
SilverLake Master Planned Community  
in  
Eagle Mountain, Utah

January 5, 2005

# TABLE OF CONTENTS

Section	Page Number
<b>PART ONE: GENERAL PROVISIONS AND DESIGN FRAMEWORK</b>	
<b>SECTION I: INTRODUCTION</b>	
1.1 Purpose and Intent .....	6
1.2 Project Area Description .....	6
1.3 How to Use These Guidelines.....	7
<b>SECTION II: GENERAL PROVISIONS</b>	
2.1 Preface .....	8
2.2 Conflict With Other Regulations .....	9
2.3 Waivers .....	9
2.4 Amendments and Supplements .....	9
2.5 Approvals .....	9
2.6 Design Review and Plan Submittal Procedure .....	9
2.7 Compliance Verification .....	14
2.8 Submittal Fees .....	15
2.9 Definitions .....	15
<b>SECTION III: COMMUNITY DESIGN FRAMEWORK</b>	
3.1 Preface .....	16
3.2 Community Design Vision .....	16
3.3 The Natural Environment Theme .....	16
3.4 The Agrarian Theme .....	17
3.5 The "SilverLake" Concept .....	17
<b>PART TWO: DESIGN GUIDELINE COMPONENTS</b>	
<b>SECTION IV: CIRCULATION GUIDELINES</b>	
4.1 Preface .....	21
4.2 General Circulation Design Parameters .....	21
4.3 Roadway Hierarchy .....	21
4.4 Pedestrian Circulation .....	22

**SECTION V: SITE PLANNING GUIDELINES**

5.1 Preface .....	22
5.2 Residential Site Planning Guidelines .....	23

**SECTION VI: ARCHITECTURAL GUIDELINES**

5.1 Statement of Intent .....	28
5.2 Architectural Styles .....	28
6.3 Statement of Architectural Style .....	28
6.4 Single-Family Detached .....	31
6.5 Single-Family Attached .....	40
6.6 Multi-Family Attached .....	41

**SECTION VII: LANDSCAPE ARCHITECTURE GUIDELINES**

7.1 Preface .....	44
7.2 A Traditional Utah Great Basin Landscape .....	44
7.3 Conserving Resources .....	44
7.4 General Landscape Architecture Principles .....	45
7.5 Landscape Criteria for Development Edges .....	46
7.6 Landscape Guidelines for Residential Neighborhoods.....	46

**SECTION VIII: COMMUNITY DESIGN ELEMENTS**

8.1 Preface .....	48
8.2 Project Entry Monumentation .....	48
8.3 Directional and Information Signage .....	49
8.4 Fencing .....	51
8.5 Lighting .....	53
8.6 Street Furniture and Accessories .....	53

**SECTION IX: GRADING GUIDELINES**

9.1 Preface .....	55
9.2 Grading Guidelines .....	55

**TABLE 1: PLANT LIST** (Reserved)

**APPENDIX 1: ARCHITECTURAL STYLES** (Reserved)

**APPENDIX 2: ELEVATION ARTICULATION RATIO (EAR)**

### LIST OF FIGURES

Title	Figure Number
Concept Plan .....	Figure 1-Reserved
Entry Monumentation - Neighborhood Identification .....	Figure 2- Reserved
Entry Monumentation .....	Figure 3- Reserved
Community Design Elements – Fencing.....	Figure 4- Reserved
Community Design Elements - Street Lights and Street Furniture.....	Figure 5- Reserved
Community Design Elements – Signage.....	Figure 6- Reserved
Architecture Guidelines .....	Figures 7 -9
Grading Guidelines.....	Figure 10
Arts and Crafts Style.....	Figure 11
Colonial Style.....	Figure 12
Elevation Articulation Ratio.....	Figure 13 & 14

# PART ONE:

## GENERAL PROVISIONS AND DESIGN FRAMEWORK

## SECTION I: INTRODUCTION

### 1.1 Purpose and Intent

The purpose of these design guidelines is to provide prospective developers and builders with a clear statement of the design philosophy, principles, and criteria for development at SilverLake. The intent of these guidelines is to facilitate the appropriate, coherent, and compatible uses of land in order to: (1) promote a unified appearing community that will complement, rather than denigrate, the existing landscape; (2) advocate a program of Village Cores designed to function as community and neighborhood focal points; (3) promote a variety of different residential densities, home types, and associated lifestyles; (4) provide convenient recreational amenities for both passive and active uses; and (5) promote distinct, individual Subdivisions (neighborhood enclaves) through creative site planning, architecture, pedestrian and vehicular circulation, landscape architecture, and overall community design. Accordingly, these guidelines are established to direct development of the various Subdivisions in a manner that will assure high quality design and construction. These guidelines are to be used as a tool in the development of site, architecture, and landscape architecture plans that will be submitted and reviewed by the Design Review Committee (DRC).

### 1.2 Project Area Description and Design Theme

SilverLake is located approximately 35 miles south of Salt Lake City on approximately 482 acres of picturesque high plateau. The overall community is divided into three distinct enclaves (subdivisions). The design theme for SilverLake is derived from the natural and agrarian landscape of Utah County. The overall community theme is intended to be strongly rooted in the heritage of the Wasatch Front and rural Utah in general. An emphasis shall be placed on the creation of so called "neo-traditional", higher-density Village Cores, with mixed commercial and residential uses, and on the preservation of existing natural features such as drainage courses, wildlife corridors and view sheds (to the mountains, hills, and Jordan River valley). SilverLake will ultimately feature a wide range of housing types and commercial development at varying developmental densities.

### 1.3 How to Use These Guidelines

The design guidelines are divided into two parts.

#### Part One - General Provisions and Design Framework

##### 1.3.1 General Provisions

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

##### 1.3.2 Design Framework

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

#### Part Two - Design Guideline Components

##### 1.3.3 Circulation

This section details the circulation system for SilverLake, streets and trails. The intent of the circulation guidelines is to accommodate many forms of movement within the community at safe and manageable speeds. Ultimately, the circulation guidelines are intended to allow for livable neighborhoods, not just high volume, high speed passageways for cars.

##### 1.3.4 Site Planning

This section contains detailed site planning standards. They will direct development in the residential and commercial districts within SilverLake by outlining preferred building locations, open space areas, parking lots, circulation features, and pedestrian spaces.

##### 1.3.5 Architecture

This section contains architectural standards related to the design and construction of residential buildings at SilverLake. A palette of architectural styles rooted in the vernacular architecture of traditional Northern Utah is provided. The

appropriate articulation of building elevations and roof lines and detailing is demonstrated. These guidelines are intended to increase building variety and visual interest throughout the community.

#### **1.3.6 Landscape Architecture**

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

#### **1.3.7 Community Design Elements**

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

#### **1.3.8 Grading**

Standards are outlined here that promote site sensitive grading practices in areas most suitable for development. They are provided with the intent of preventing the inappropriate "grading out" of environmental features, such as ridgelines and drainage ways, and encouraging "contour grading" that harmonizes with the lay of the land.

## **SECTION II: GENERAL PROVISIONS**

### **2.1 Preface**

A successful planned community depends on a variety of factors. Environmental sensitivity, market dynamics, amenities, setting, product types and price all play important roles. It has been demonstrated in many planned communities throughout the country that physical appearance is also an extremely important characteristic. Achieving a healthy and vibrant overall appearance is often the first step in promoting economic viability. An initial investment in enhancing the visual quality of a new community may bring dramatic returns. The potentials are unlimited if these design improvements are part of a coordinated effort in which buildings, open space and streetscape (including signage and lighting), are well orchestrated and planned. The goal of this section is to illustrate how these guidelines and the associated design review process promote a community vision which is unified in design and function.

### **2.2 Conflict With Other Regulations**



All development within SilverLake planning area shall comply with laws of the State of Utah and the United States Federal Government and be compatible with the intent of the codes and regulations of Eagle Mountain City. All development shall also comply with the Declaration of Covenants, Conditions, and Restrictions (CC&R's) adopted for SilverLake Master Planned Community.

To the extent SilverLake Design Guidelines conflict with design guidelines that may be required by a local entity having jurisdiction over development in SilverLake, then The SilverLake Design Guidelines shall prevail. To the extent that any provisions of The SilverLake Design Guidelines conflict with the provisions of the CC&R's, the CC&R's shall control.

### **2.3 Waivers**

S.P.L.G., L.L.C., or its assignee, hereafter called The Developer, shall have the right to waive, at its sole discretion, any provisions of The SilverLake Design Guidelines as may be applied to any specific development plan, except for a provision that is mandated (as described in definitions on page 10 herein). The City and the Developer will need to mutually agree to waive a mandated guideline/provision. No such waiver shall be construed or held to be a waiver of any other provisions of The SilverLake Design Guidelines, or of the same provisions as to any other party.

### **2.4 Amendments and Supplements**

The Developer may, from time to time and at its sole discretion, amend or supplement these Design Guidelines upon approval of the City and written notice to all owners of real property in SilverLake. Any such amendments shall be applicable to all development plans which are subsequently approved by The Developer.

### **2.5 Approvals**

Unless otherwise explicitly provided herein to the contrary, all approvals required under The SilverLake Design Guidelines shall be in writing and may be granted or withheld at the sole discretion of The Developer. Any approval pursuant to these design guidelines does not constitute a warranty, assurance, or representation by the approving party; and the approving party should have no responsibility by virtue of such approval.

### **2.6 Design Review and Plan Submittal Procedure**

A design review process has been established to ensure that all development within the SilverLake planning area meets the requirements set forth in these Design Guidelines and any CC&R's. The review covers site planning, architecture, landscape architecture, signage, and exterior lighting.

The design review procedure is divided into four steps:

1. Orientation
2. Conceptual Planning Review
3. Design Plan Review
4. Construction Document Review

At each step, submittal for review and approval is to be made to the Design Review Committee (DRC). Approval to submit plans for each successive step

in the design review process shall be issued by The Developer. It is recommended that architectural plans be formulated by a licensed architect, and that landscape architectural plans be developed by a licensed landscape architect.

**Step 1: Orientation**

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

**Step 2: Conceptual Planning Review:**

This review covers conceptual site planning, architecture, and landscape architecture for the project. At this stage, site planning is particularly important and should be developed to fine detail.

Three (3) sets of conceptual plans are to be submitted to the DRG for review, including:

**A. Site Plans and Related Information**

- Site coverage data (e.g., total planning area acreage, number of dwelling units, dwelling units per acre, lot sizes, open space acreage).
- Proposed footprints and setbacks, etc.
- Dwelling height/number of stories.
- Roadway width and Right-of-Way (ROW).
- Parking lot layout, where applicable, including the location of standard, compact, and handicapped spaces, and numerical data for each type of parking.
- Sidewalks, hiking trails, bicycle lanes, and paths.
- Community areas, such as courtyards, plazas, and squares.
- Parks, open spaces and amenity areas.
- Development phasing concept, if applicable
- Easements, existing and proposed.
- North arrow and scale.

**B. Schematic Architectural Plans**

- Floor plan(s).
- Elevation(s).
- Exterior materials, colors, and finishes under consideration.

**C. Schematic Landscape Architecture Plan**

- Conceptual landscape plan showing trees, shrubs, groundcovers, and berms.
- Conceptual fence and/or wall plan.
- Plant materials under consideration.

**Step 3: Design Plan Review**

This review covers specific designs for site planning, architecture, landscape architecture, signage, and exterior lighting. The design drawings should be a progression of the approved conceptual plans. This review should include resolution of the conditions placed on the prior conceptual planning approval.

Three (3) complete sets of design drawings are to be submitted to the DRC for review, including:

**A. Site Plans and Related Information**

- Site coverage data (e.g., total planning area acreage, number of dwelling units, dwelling units per acre, lot sizes, open space acreage).
- Dwelling/footprint location and setbacks (front, rear, sides, corner side).
- Dwelling height/number of stories.
- Roadway width and Right-of-Way (ROW).
- Parking lot layout, where applicable, including the location of standard, compact, and handicapped spaces and numerical data for each type of parking.
- Sidewalks, hiking trails, bicycle lanes, and paths.
- Community areas such as courtyards, plazas, and squares.
- Parks, open spaces and amenity areas.

- Development phasing concept
- Location and elevation of residences (and associated basements) in relation to utilities (sewer, water, gas, power, and telecommunications).
- Grading plan for each residential lot with existing and proposed grades.
- Location of street lights.
- Location of accessory structures, decks, drive ways, etc
- North arrow and scale.

**B. Architectural Design**

- Floor plan(s) (including the square footage of each residence).
- Elevations: three (3) elevations for each floor plan with full graphic representation of exterior treatments.
- Calculation of elevation articulation ratio (EAR) -See Appendix 2.
- Roof Plan.
- Section(s).
- Sample board of exterior materials (e.g., cladding, roof materials), colors and finishes for building body and trim.
- Method of screening of exterior utility boxes and mechanical and communications equipment.

**C. Landscape Architectural Design**

- Location, size, quantity, and types of plant materials.
- Location and dimensions of berms and other grading elements.
- Location and type of hardscape materials.
- Description of type of irrigation proposed.
- Location, type and materials of fencing and/or walls.

**D. Signage and Mailbox Design**

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

**E. Lighting Design**

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

**Step 4: Construction Document Review**

This review covers all required construction documents. The objective of this review is to assure that the approved in the design is carried into final construction drawings, and that conditions placed on the design plans are resolved.

Three (3) complete sets of construction documents are to be submitted to the DRC for review, including:

- A. Final site plan and related data, including final grading, surface drainage, and utility layout.
- B. Final architectural plans.
- C. Final exterior finish, color and material board(s). White is to be used as a trim color only.
- D. Final landscape architectural and irrigation plans.
- E. Final lighting plans, including designs and locations.
- F. Pertinent details and specifications
- G. Construction schedule.
- H. Model homes furnishings, landscaping, officing, and traffic trapping plans, if any.

**2.7 Compliance Verification**

Construction will be monitored to verify compliance with The SilverLake Design Guidelines and approved construction documents

**2.8 Submittal Fees**

Submittal fees to the DRC shall be paid upon commencement of Step 2: Conceptual Planning Review. DRC fees shall be as follows:

1. \$170.00 per custom residence
2. \$100.00 per production builder floor plan plus \$40.00 per lot for each re-submittal of approved plans.
3. \$50.00 per variance request.
4. \$500.00 per subdivision review; including plat map, landscaping plan and CC&R's (Excluding the listed Declarant)

5. \$1000.00 per sub-association subdivision review; including, plat map, landscaping plan and CC&R's

If upon commencement of a subsequent review process, conditions placed in a prior review process have not been corrected, the DRC will charge an additional fee of \$170.00 per floor plan or custom residence.

## 2.9 Definitions

For the purposes of this document, the following definitions shall apply:

- **Should** -Compliance with a guideline using this term is important to the Architectural Review Committee, but MAY NOT be required.
- **Shall** -Compliance with a guideline using this term is MANDATED.
- **Allée** -A walk cutting through massed trees, or a formal procession of trees, originally in French seventeenth-century gardens.
- **Bosque** -A grove of trees, particularly a thickly planted block forming part of the "architecture" of a garden or place.
- **Clerestory** - A portion of an interior rising above nearby eaves and rooflines and having windows admitting daylight to the interior.
- **Stewardship** -The protection, management, care, and guardianship of a property.
- **Vernacular Architecture** -Architecture which reflects past indigenous (i.e., local "homegrown") building styles of the region, commonly composed of materials found in the region that are responsive to local climactic conditions.
- **Discouraged** -Not wanted and may not be approved.
- **Front Yard** - The area of the lot beginning at the back of the curb on any adjacent street or roadway to a distance to the rear most part of the residence from such street or roadway.

## SECTION III: COMMUNITY DESIGN FRAMEWORK

### 3.1 Preface

The purpose of this section is to: (1) establish a community design vision, which will "drive" the physical design of SilverLake by developing design themes consistent with the preservation of the natural environment and heritage of "rural" and "small town" Utah County, and (2) establish design principles which support the community design vision through the use of innovative and imaginative architecture, landscape architecture and site planning techniques.

### 3.2 Community Design Vision

SilverLake is intended to be a "Town and Country" styled community which is governed by the developer's desire to: (1) preserve environmentally sensitive natural features; (2) preserve the scenic quality of the area; (3) promote and enhance recreation opportunities for future residents, and (4) preserve topographic features that are community land marks. The community design vision is a prelude to specific design guidelines and image-enhancement components including the Landscape Architecture Concept (see figure 12).

### 3.3 The Natural Environment Theme

*Premise: SilverLake can be likened to a tapestry of unique natural features characterized by rolling juniper covered hills, riparian corridors, sage flats and diverse plant and animal species. Nature, rather than being vanquished or dominated, must be treated as an ally and friend, whose ways must be understood, and whose council must be respected.*

**Stewardship** -Stewardship pertains to a commitment to preserve and care for our natural resources and to establish and maintain a harmonious relationship with the land. Silver Lake has been studied to identify the tolerances and intolerances of the various ecosystems within the different planning areas and how they may support future development. In essence, this method consisted of identifying the various natural conditions and resources on SilverLake and ranking them - the most valuable land and the least valuable land, the most sensitive plant materials and the least, the steepest grades and those appropriate for development, and so on. The question is, where will development least likely alter significant natural features and processes?

#### 3.3.1 Design Statement:

- A. Development shall be orchestrated to preserve elements of natural beauty so the public might participate in the natural environment with minimum damage or obstruction.
- B. The existing topography of the site shall be a framework on which to design the built environment. Land use patterns

shall respect and complement the form of the topography.

- C. The character of the natural landscape must be incorporated into the design of the built environment whenever possible.
- D. Areas which are environmentally sensitive and important to the survival of the existing ecosystems should be protected from encroachment or inappropriate use.
- E. Certain areas (e.g., steep topographic features, drainage swales) are intolerant of development and should be left in their natural state.

### 3.4 The Agrarian Theme

**Premise:** SilverLake and Utah County contain a rich history of agricultural uses. The site was traditionally used for dry farming and still displays agrarian-oriented patterns on the land. The agricultural heritage of SilverLake, rather than being ignored, must be preserved, enhanced, and promoted in new ways to respect the legacy of the western agrarian society.

#### 3.4.1 Design Manifesto:

- A. SilverLake shall reflect the western image of an agriculturally-oriented environment sensitive to indigenous, vernacular architecture and landscape patterns.
- B. Vernacular building materials such as clapboard, wood, stone, board and baton siding, and other vernacular architectural components shall be encouraged. These materials reflect architectural images rooted in the heritage of rural Utah and can be found throughout older, traditional neighborhoods along the Wasatch Front.

### 3.5 The "SilverLake" Concept

SilverLake is separated conceptually from other properties using conventional development patterns by the establishment of enclaves, each of which is a Subdivision unto itself. These individual sub areas (see figure 1) exhibit special characteristics which are unique in terms of physical attributes, identity, and image. Each enclave is discreet, identifiable, and manageable in terms of development capacity, and is typically defined by open space elements, recreation features, and/or streetscape elements. An enclave or Subdivision can be designed to accommodate a similar (conventional, single family detached) or deliberately diversified (Village Core) mix of land uses. Neighborhoods are sub-units of enclaves/Subdivision and are typically synonymous with tract increments.

The Village Cores will serve as nuclei to neighborhoods within the planning area and are designed to provide community-wide identity. The Village Cores, with their mix of commercial, residential, entertainment, and social functions, provide a unique counterpoint to single family detached residential neighborhoods. The Village Cores will serve not only the commercial needs of the community, but are designed as the cultural hubs and the psychological center of the planning area. As a hub, people will be attracted to



the Village Cores for the mixture of commercial, cultural, and entertainment amenities as well as for the higher intensity residential uses. Through the imaginative combination of architecture, public open space, facilities, and human activity, the Village Cores will be exciting environments.

In summary, SilverLake will be a premier master-planned community which is intended to reflect and enhance the natural, historical and built environments. A variety of housing types combined with a network of traditionally styled streets and strategically located neighborhood open spaces will allow a series of small communities to be established within the overall SilverLake master plan.

### 3.5.1 Overall Community Concept

Important components of the community design concept include the following:

#### A. Residential Neighborhoods

Residential neighborhoods are defined as a component of individual Subdivision enclaves. One subdivision enclave may be composed of a group of neighborhoods defined by clearly recognizable edges. Neighborhood boundaries may be defined by planted gateways and/or with walls/fencing that enhances the sense of architectural and community identity.

#### B. Village Cores

Several commercial and/or higher density Village Cores will be developed within SilverLake. These Village Cores are anticipated to serve the commercial needs of community residents, workers, visitors, and patrons. Each Core will offer a wide variety of goods and services. The Village Cores shall be configured to project a traditional "Main Street" image with building massing located adjacent to the street wherever possible. On-site parking shall be located to the rear or side of the building or lot.

#### C. Open Space

Open space features consist of public parks, pedestrian paths, hiking trails, community and neighborhood entries, an amphitheatre, and "vest pocket" parks (mostly defined by adjacent streets). Many of these community open spaces will function as semi-private neighborhood focal points where residents can gather and recreate. Open space within the Village Cores will consist of more formal spaces such as courtyards, plazas, and public squares.

#### D. Community Roadways

Individual subdivisions and neighborhood enclaves, will be accessed via a hierarchical road network. The landscaping along these roadways will incorporate zoned irrigation, native plant materials, and naturalized plantings. These roadways are considered windows into the community and, as such, shall be designed to provide view corridors out to the mountains and to views of Utah Lake. These roadways shall be designed to accommodate off-street pedestrian trails.

**E. Trails System**

SilverLake shall offer a variety of off-street trails providing links between residential neighborhoods and community amenities. Along the roadways, the trail system is designed to separate pedestrians and bicyclists from vehicular traffic through the use of pathways detached from the curb. Residential neighborhoods will be connected to the trail network through the neighborhood parks and open spaces and through less-traveled local streets.

**F. Neighborhood Parks**

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

**G. Community Amphitheatre**

The amphitheatre will be a city-wide facility available to anyone residing in the City. The amphitheatre may include amenities such as a stage, seating, lawn seating, playground, restroom facilities and indoor reception area.

**H. Community and Neighborhood Entry Monumentation**

Entry features are designed to welcome residents and visitors to the community, identify SilverLake as a special place, and promote a common design theme from subdivision to subdivision. Community and neighborhood entrance monumentation shall be characterized by a natural setting following the Pony Express theme, and punctuated by stone entrance markers (see Section VIII: *Community Design Elements* for a detailed description of entrance monumentation features).

# PART TWO:

## DESIGN GUIDELINE COMPONENTS

## SECTION IV: CIRCULATION GUIDELINES

### 4.1 Preface

The circulation concept for SilverLake is based on a hierarchy of roadways and pedestrian paths, that provide access throughout SilverLake and surrounding community. A backbone system of arterial roads consists of Pony Express Parkway and the Silver Lake Parkway. The hierarchy of streets creates order and provides a transition from transportation efficiency to calm, walkable neighborhoods. In addition to street hierarchy, sidewalks, and recreation trails are also outlined below.

### 4.2 General Circulation Design Parameters

- 4.2.1 The circulation system shall respond to topography, land use, and environmental constraints. On relatively flat terrain, grid or modified grid-oriented street patterns should be employed, sympathetic to traditional neighborhood design (TND) planning patterns.
- 4.2.2 Long straight streets shall be avoided.
- 4.2.3 Streets and pathways should lead directly to visual anchors and/or focal points. This is a key urban design tenet that creates a special "sense of place" and helps people orient themselves within neighborhoods.
- 4.2.4 Direct connections shall be provided to public-oriented features (amphitheatre, Village Cores) eliminating intrusion of very public-oriented traffic into residential enclaves.
- 4.2.5 Circulation features shall be designed to direct individuals to entrances to and/or exits from the Village Cores and individual subdivisions. The entry/exit function is a critical means of defining a sequence of movement and creating a sense of "arrival" and "passage" through SilverLake.
- 4.2.6 Pony Express Parkway and SilverLake Parkway shall be designed as the primary arterial roads within SilverLake providing access to each individual subdivision.

### 4.3 Roadway Hierarchy

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

#### 4.3.1 Vehicular Circulation System

The vehicular circulation system will be hierarchical with three general levels: (1) arterial(s); (2) community collectors; (3) local streets. All roads and streets shall

be built to a minimum paved travel width. However, special provisions will be made for commercial and private streets within the Village Cores (note: all dimensions for roadways are to back of curb).

#### 4.4 Pedestrian Circulation

Pedestrian circulation within SilverLake will include sidewalks and recreation trails.

##### 4.4.1 Sidewalks

Public residential roads and streets will have at a minimum four foot sidewalk on at least one side; most will have sidewalks on both sides. To promote a sense of safety and encourage walking, sidewalks shall be separated from the automobile travel lanes by a landscaped park-strip.

##### 4.4.2 Recreational Trails

The rugged beauty of the natural open space to be retained at SilverLake will be accessible to residents by a system of 6-8 foot recreational trails for hiking, running, or biking. These trails will be composed primarily of asphalt or equivalent and will be designed to reinforce the rustic character of the community. They will require a minimum of maintenance.

## SECTION V: SITE PLANNING GUIDELINES

### 5.1 Preface

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

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

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

## 5.2 Residential Site Planning Guidelines

### 5.2.1 Single Family Detached

An important goal of the single family detached site planning guidelines is to create functional and visual variety along local streets. It is the intent of these guidelines to discourage subdivisions where identical homes march down long, uninterrupted, straight streets, with no variation in building placement, building elevation, or street scene.

All single family detached subdivision plans shall be evaluated using the guidelines contained in this section with emphasis on the following criteria:

- Proportional mix and placement of home "products".
- Placement of the dwelling unit on the lot.
- Placement and orientation of garages.
- Preservation of ridgelines.
- Preservation of views.
- Preservation of natural features (e.g., riparian corridors, rock outcroppings).
- Treatment of drainage courses.
- Treatment of walls and fences.

#### A. Varied Front Setbacks

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

#### B. Interruption of Straight Streets

On straight streets, landscaped medians, "knuckles", and/or "eyebrows" with landscaped islands shall be introduced to limit the length of straight stretches. No more than twelve homes in a row should occur without a change in the orientation of the road center-line - e.g., curve, kink, or intersection.

#### C. Varied Lot Width and Side-yard Setbacks

Making some lots wider and some narrower than the average is encouraged. This also allows for the placement of different shapes and sizes of homes as well as variations in open space dimensions. On narrow lots, a variation of only two to four feet can make a perceptible

difference.

**D. Varied Garage Placement and Orientation**

Lot size should permit some garages to be side-loaded from the street in order to break up the monotony of all garage doors being placed parallel to the street.

Careful consideration shall be given to the location of garages and driveways at corners so that a side-load configuration does not cause conflicts with automobile traffic circulation at those corners. Placing the side-loaded garage on the interior of the corner lot is preferred.

Garage setbacks shall allow driveway parking that keeps the sidewalk clear of vehicles (25 feet minimum, 4 foot variance approved by the DRC and City of Eagle Mountain).

**E. Straight and Curved Streets**

Straight and relatively narrow streets are most efficient for achieving densities of four or more dwelling units per acre and can be used effectively to define and project a traditional neighborhood image. They should not be longer than 10-12 lots in a row or 650 to 700 feet long before the centerline of the street is interrupted. Other neighborhoods can promote a street system which responds to natural features and more rugged topographic conditions by utilizing curves.

**5.2.2 Multi-Family Attached Site Planning**

Multi-family (stacked flats) and single-family attached (town-homes), and generally, all kinds of clustered housing, because of their higher densities, tend to generate large parking areas and a decrease in private open space. If not properly designed, parking facilities can dominate the site and open spaces may be relegated to left-over areas. Residential developments surrounded by high walls, parking lots, and rows of carports along public streets should be avoided. Perimeter parking lots are especially discouraged because parking areas provide a poor image of a neighborhood and often function as barriers between the neighborhood and the surrounding community. The guidelines that follow are intended to help mitigate the effects of these situations and to provide a pleasant residential environment within the context of higher density development.

**A. Building Articulation**

Long, unbroken facades and box-like forms should be avoided. Building footprints and facades should be broken-up to give the appearance of a collection of smaller structures. To the extent possible, each of the units should be individually recognizable. This can be accomplished with the use of balconies, setbacks, and projections, which articulate individual dwellings or collections of units, and by the pattern and rhythm of windows and doors. (See Section 6)

**B. Clustering of Units**

Clustering of multi-family and single-family attached buildings should be a consistent site planning standard. Structures composed of a "cluster" of simple yet varied planes insure variety in overall building form. The following design techniques should be considered and implemented whenever possible:

- Varied front setbacks within the same structure.
- Staggered and jogged unit planes within the same structure.
- Use of reverse building plans to add variety.
- Vary building orientations to avoid the monotony of "barracks like" site configurations.

**C. Project Entries**

Project entry areas provide the resident and visitor with an overview to the project. They should provide an open window into the project which highlights landscaping, recreational facilities, and project directories. Special attention should be given to hardscape and landscape treatments that enhance the overall project image at entries.

**D. Entry Drives**

The principal vehicular access into a multi-family/attached housing development should be through an entry *drive* rather than a *parking aisle*. An entry drive has no or very limited parking along it. Angled or parallel (street-side) parking is preferred. Colored, textured paving treatments at entry drives shall be encouraged.

**E. On-Site Parking and Drives**

In medium-high density developments, there are four means of accommodating parking: parking drives, parking courts, garages within residential buildings, and tandem parking in front of garages. Projects with either long, monotonous parking drives or large, undivided parking lots shall not be permitted. When cost considerations preclude parking within residential structures, dispersed parking courts are the desired alternative. Parking drives, when located on the periphery of a project, isolate the development from its surroundings. Unless existing adjacent uses are considered incompatible, the extent of perimeter parking drives should be minimized. Said parking drives are acceptable if they have mostly parallel parking along them. This makes the drive look like a typical street in a single family detached neighborhood rather than a parking lot. Parking areas should be visible from the residential units which use them, promoting surveillance.



**F. Carports**

Where carports and free-standing garages are utilized, they should follow the same criteria for spatial arrangement as parking courts. Carports may be incorporated into patio walls so as to define public and private open space. Incorporating carports into exterior project walls adjacent to streets is discouraged.

**G. Pedestrian Access From Parking**

Landscape projections (fingers) leading from parking areas to sidewalks should, whenever possible, align with major building entrances to provide pedestrian access to the building entrance from a parking court or drive. Projections that align with entrances should be at least 20 feet wide and should include a pathway as well as vertical landscape or architectural elements (e.g., trellis, tree bosque).

**H. Open Space**

Residents of multi-family/attached housing developments should have safe and efficient access to useable open space, whether public or private, for recreation and social activities. The design and orientation of these areas should take advantage of available sunlight and should be sheltered from the noise and traffic of adjacent streets or other incompatible uses. Required common open space should be conveniently located for the majority of units. Private open spaces should be contiguous to the units they serve and screened from public view. Multi-family developments should have open spaces and children's play areas that are visible from the units, promoting surveillance.

**I. Refuse Storage/Disposal**

Trash bins should be fully enclosed by decorative masonry walls. Enclosures should be softened with landscaping on their most visible sides. Recommended locations include parking courts or at the end of parking bays. Locations should be conveniently accessible for trash collection and maintenance. Automobile access drives should not be blocked during loading operations.

**J. Support Facilities**

Any support structures within multi-family residential neighborhoods such as laundry facilities, recreation buildings and/or sales/leasing centers, should be consistent in architectural design and form with the rest of the development.

**K. Mailboxes**

Where common mailbox services are provided, they should be located close to the project entry and/or near recreation facilities. The architectural character of the enclosure or covering of the "gang" boxes provided by the postal service should be similar in form, materials, and colors to the surrounding buildings. Mailbox locations shall be approved by the U.S. Postal Service.

**L. Security**

Multi-family neighborhoods should be designed to provide the maximum amount of security for residents and visitors. Parking areas should be well lit and located so as to be visible from residential units. Landscaping should be planned and maintained to provide views into open space areas.

## SECTION VI: ARCHITECTURE GUIDELINES

### 6.1 Statement of Intent

The Architectural Guidelines are intended to foster variation and identity within the context of vernacular building in Utah's Great Basin. The following guidelines itemize minimum standards for building components that shall be composed to complement regional architectural styles. Individual neighborhood or ranch design guidelines shall supersede these guidelines.

### 6.2 Architectural Style

The Architectural Guidelines do not prescribe selected architectural styles. The architectural styles proposed by the architects, builders and developers shall complement historic building in Utah.

Acceptable architectural styles (see Appendix 1) include, but are not limited to: Arts & Crafts, Colonial, National, Prairie, Shingle, Tudor, and Victorian.

It shall be understood that the intention of the Architectural Guidelines is not 'letter perfect' authenticity, but to establish a recognizable vocabulary for architecture at Silver Lake.

Scale, mass, proportion, articulation and detailing shall complement the architectural style of the building.

### 6.3 Statement of Architectural Style

#### 6.3.1 General Requirements

##### A. Height

Roofs shall be discouraged from rising above the ridgelines of surrounding terrain.

##### B. Foundation

A maximum of sixteen inches of exposed concrete foundation shall be permitted on lower slopes. However, the Architectural Review Committee, at their sole discretion, reserves the right to waive this requirement in Entry Level Neighborhoods only.

A maximum of 20 inches of exposed concrete foundation shall be permitted at a side elevation where grade slopes along the building. The Architectural Review Committee has the right to waive this requirement at it's sole discretion.

Concrete or concrete masonry units used as foundations shall be plastered to conceal joints, form marks, voids and other irregularities. (See Figure 7.A, 7.B)

**C. Decks**

Decks shall be integral to the architecture of the building through location and column and railing details.

Covered decks shall have roof forms complementary to the building.

Supporting posts shall be a minimum of six inches by six inches on entry level, move up and semi-custom homes, and shall be eight inches by eight inches or greater on custom and estate homes.

Exposed wood shall be painted or stained.

Pre-manufactured plastic or PVC deck railings are approved and may be used in Entry Level, First-time Move-up, Second-time Move Up, Single Family Attached, and Multi-family neighborhoods only. DRC approval is required for use of this type of railing in Semi-Custom, Custom or Estate neighborhoods. (See Figure 7.C)

**D. Windows**

Windows shall be designed to be architecturally compatible with the home. However, the Architectural Review Committee, at their sole discretion, reserves the right to review the window size and placement based on architectural design and level of housing as outlined in these Design Guidelines.

Metal windows shall be painted.

Skylights shall be flat rather than bubbled. (See Figure 7.D)

**E. Colors**

All colors to be approved by the Design Review Committee.

White to be used as a trim color only.

Garage door color shall complement the body color.

Trim, soffit, gutter and downspout colors shall match.

**F. Materials**

Minimum percentages of a cladding material (stone, brick, stucco or siding) may be required.

Materials shall be consistently applied and harmonize with adjacent materials.

Frequent changes of material shall be prohibited.

Material changes shall occur only at inside corners and stone or face brick shall wrap around outside corners a minimum of two (2) feet, in first move-up and above.

Trim bands may be required to be consistent for all elevations. (See Figure 7.F, 7.G and 7.H)

Reflective materials and finishes shall be prohibited.

#### Siding:

- Siding dimensions from the front elevation shall be consistent for all elevations.
- A minimum of four inch trim at window heads and four inch trim at window jambs and sills shall be required.
- A minimum of four inch trim shall be required beneath soffit at rake conditions.
- A minimum of four inch corner boards shall be required on both planes at all outside corners.
- When wood or composition siding is used, a skirt board of eight inches (minimum) shall be required at the base of bays and in locations where siding meets foundation.
- Unarticulated four foot by eight foot butt-jointed sheets of any material shall be prohibited as a cladding material.
- The maximum width of siding shall be eight inches.
- All doors, with the exception of garage doors, shall be trimmed to match window and other openings.

#### Stucco:

Openings at stucco elevations shall have one of the following:

- Trim at all four sides.
- All openings shall have head, jamb and sill treatments to delineate the fenestration.
- Header or sill detail.

(See Figure 7.E)

#### G. Solar Panels

Solar panels shall be integrated into the roof design and consistent with the roof slope.

Frames shall be colored to match the roof.

All associated mechanical equipment shall be screened from view.

**6.4 Single-Family Detached****6.4.1 General Requirements** (see Section 6.4.2 for Specific Requirements)**6.4.1.1 Concept**

The architecture for SilverLake will express the diversity of regional building. Single family detached dwellings may be interpretations of a vernacular Utah house.

**6.4.1.2 Intent**

These design guidelines are intended to produce diverse yet compatible groups of houses that should present elevations of equal design quality on all sides.

**6.4.1.3 Design Requirements** (applicable to Entry Level, Zero Lot Line Entry Level, First-time Move-up, Second-time Move-up, Semi-Custom, Custom and Estate)**A. Elevation Articulation Ratio** (see Appendix 2)

Houses shall adhere to the minimum EARs determined in Sections 6.4.2.2-6.4.2.6. EAR calculations shall be submitted by the builder with plan submittals.

**B. Elevations**

If a plan is repeated, a minimum of three elevation schemes shall be developed, at least one of which shall be designed with porches.

Each elevation of a house should have one window per floor per elevation as a minimum requirement. (see Sections 6.4.2.2-6.4.2.6 for requirements at corner lots or open space)

**C. Roofs**

Roofs shall have a minimum pitch of 6/12 or better. Waivers to this guideline for Semi-Custom, Custom and Estate houses shall be subject to approval by the DRC.

Equipment such as antennas, satellite dishes, evaporative coolers and the like may not be mounted on any roof or chimney, unless approved by the Design Review Committee. Approval shall require an acceptable means of screening from view.

Gutters shall be required on all draining roof areas.

A minimum 12 inch eave overhang with boxed soffit shall be required. The Architectural Review Committee may, at it's sole discretion, waive this requirement based upon the architectural theme of the home. (See Figure 8.A)

Mansard roofs shall be prohibited.

**D. Garages**

Prefabricated metal carports are prohibited.

No garage in any home shall be less than twenty feet in either direction, shall have not less than 400 square feet enclosed and shall have a garage door of not less than sixteen feet in width. The DRC may waive this requirement when the garage door opening is more than 24 feet.

Front loaded garage doors shall be set back a minimum of 24 feet from the back of the sidewalk, or curb where no sidewalk is present. (With DRC and City approval it may be 20 feet)

Garage doors shall have a maximum distance of two feet from the bottom of the garage door header to the top of the garage plate. (See Figure 8.C, D)

Front-loaded garage doors shall be recessed a minimum of eight inches from the face of the garage door wall.

Three-car garages shall have a minimum offset of two feet at one bay.

Side-loaded garages shall have a minimum combined window area of 30 square feet or more in the front elevation. Garage windows shall be compatible with the architecture of the house.

Side loaded garage doors shall be set back a minimum of 18 feet from the property line. The purpose of this requirement is to allow access in and out for 2 cars. The DRC may waive this requirement where circumstances allow easy access.

Sectional garage doors with decorative panels shall be required. (See Figure 8.E)

**E. Porches and Covered Entries**

All front porches shall be connected to the street sidewalk or front driveway with a concrete sidewalk not less than three (3) feet in width. Waivers to this requirement may be granted, by the Design Review Committee, where street sidewalk does not exist.

A covered entry is not a porch.

When a house has a porch, the following standards shall apply:

- Columns shall be six by six inches with a minimum porch column size of six inches cap and base, or decorative columns proportioned to fit the facade of the house shall be required.

Columns taller than nine feet shall have a minimum of eight inches by eight inches. The cap and base of this requirement may be waived if some other alternative, approved by the Design Review Committee, is used to enhance the appearance of the porch or columns. (See Figure 8.B)

- It is recommended that porch sizes shall be a minimum depth of five feet and a minimum area of 35 square feet.
- Porches for recessed garage designs shall have a width no less than 20% of the front elevation.
- Porches at flush or projecting garage designs shall have a width no less than 30% of the front elevation (not including side-loaded garages).
- Railings will be required when mandated by the applicable edition of the International Building Code. However, if, in the opinion of the Design Review Committee, a proposed home design is visually inadequate in terms of architectural expression, articulation or other design features, a railing or such other feature as may be agreed upon between the owner (or builder) and the Design Review Committee may be required.
- Exposed wood shall be painted or stained.
- Pre-manufactured plastic or PVC railings are allowed but may be used only on Entry Level, First-time Move-up, Second-time Move-up, Single Family Attached, and Multi Family neighborhoods only. DRC approval required to use this type of railing in Semi-Custom, Custom or Estate neighborhoods.

#### 6.4.1.4 Streetscape Requirements

##### A. Variety

See figure 10 for the changes that can be made for the same house to be built next to another.

If a house plan is repeated, a minimum of three distinct color schemes and elevations shall be developed.

Houses sited on three adjacent lots (on the same side of the street) or directly across the street (sharing frontage) shall have different plans or elevations.

Houses sited on three adjacent lots (on the same side of the street) or directly across the street (sharing frontage) shall have different color schemes.



i

At least one house in a builder's selection shall be two stories. This guideline may be waived by the DRC pending review of the builder's statement of architectural intent.

Main roof ridge lines shall vary in orientation to the street (i.e., parallel or perpendicular to the street) at least once in every four adjacent lots.

A minimum of 1/3 of the houses on any group of nine adjacent lots shall have varying roof colors.

A variance request may be considered based upon the number of homes remaining to be built, topography, or other constraints. The DRC may grant variances at it's sole discretion.

#### **B. Porches**

A minimum of 1/4 of the houses in any Subdivision shall have usable front porches. No more than four homes in a row will be allowed without a front porch. Covered entries are not applicable towards this requirement.

#### **6.4.2 Specific Requirements**

##### **6.4.2.1 Single Family Detached Dwelling Requirements**

The houses at Silver Lake are represented by seven categories:

- Entry Level
- Zero Lot Line Entry Level
- First Time Move-up
- Second Time Move-up
- Semi-Custom
- Custom
- Estate

All houses shall adhere to the general (Section 6.3) and single family detached requirements (Section 6.4). Particular requirements for entry level, move-up, semi-custom, custom, and estate houses are addressed in Sections 6.4.2.2, 6.4.2.3, 6.4.2.4, 6.4.2.5, and 6.4.2.6 respectively.

Detached garages and "casitas" (free-standing, ancillary living quarters that typically include a bedroom, bath, eating, and/or studio/office areas) shall be considered part of the minimum main living area and total square footage requirement for a home as discussed hereafter.

##### **6.4.2.2.1 Entry Level Requirements**

- A. Houses shall have a minimum footprint of 900 square feet, of which 400 square feet may be garage. The minimum square footage of finished living space in an entry level home shall be no less than 900

square feet above ground.

- B. Houses shall have a minimum Elevation Articulation Ratio (EAR) of .10 for any elevation.
- C. The average EAR of a house, based on all four sides, shall be a minimum of .22.
- D. The minimum EAR shall be .30 for any elevation facing a street and/or improved or natural open space.
- E. Roofing materials shall be of architectural grade and have a minimum warranty of 25 years.
- F. Aluminum siding shall be prohibited.
- G. Log homes and log siding shall be prohibited.
- H. A minimum of six inch fascia is required.
- I. Each elevation shall have a minimum of at least 3 square feet of window area.

#### 6.4.2.3.2 Zero Lot Line Entry Level

Houses shall comply with all the Entry-Level requirements except for the following:

- A. All front elevations to be full masonry with a minimum 30% rock or brick.
- B. Any elevation visible from a Community Collector or exterior local street must be full masonry material.
- C. All Zero Lot Line Entry Level Communities shall have a six foot privacy fence along the exterior of the project.
- C. EAR shall be .05 on interior side elevations.
- D. All common and private areas shall follow the landscaped requirements of Single Family Detached.

#### 6.4.2.3 Move-Up Requirements

##### 6.4.2.3.1 First Time Move-Up

- A. Houses shall have a minimum footprint of 1000 square feet of which 400 square feet may be garage. The minimum square footage of finished living space for a First Time Move-up home shall be no less than 1000 square feet above ground.
- B. Houses shall have a minimum Elevation Articulation Ratio (EAR) of .18 for any elevation.

- C. The average EAR of a house, based on all four sides, shall be a minimum of .24.
- D. The minimum EAR shall be .30 for any elevation facing the street and/or improved or natural open spaces.
- E. Operable windows shall be of single-hung or casement design, with exceptions for windows at kitchen sinks, bathtubs, and showers. However, the Architectural Review Committee, at their sole discretion, reserves the right to waive this requirement based on architectural design and level of housing as outlined in these Design Guidelines.
- F. Aluminum siding shall be prohibited.
- G. Vinyl siding is allowed.
- H. 25% of the front elevation shall be brick or rock.
- I. Roofing material shall be of architectural grade and have a minimum warranty of 30 years.
- J. Log homes and log siding shall be prohibited.
- K. A minimum of six inch fascia shall be required.
- L. Each elevation shall have a minimum of at least 8 square feet of window area.

#### 6.4.2.3.2 Second Time Move-Up

- A. Houses shall have a minimum footprint of 1000 square feet, of which 400 square feet may be garage. The minimum square footage of finished living space in a second time move-up home shall be no less than 1100 square feet above ground.
- B. Houses shall have a minimum Elevation Articulation Ratio (EAR) of .18 for any elevation.
- C. The average EAR of a house, based on all four sides, shall be a minimum of .24.
- D. The minimum EAR shall be .30 for any elevation facing the street and/or improved or natural open spaces.
- E. Operable windows shall be of single-hung or casement design, with exceptions for windows at kitchen sinks, bathtubs, and showers. However, the Architectural Review Committee, at their sole discretion, reserves the right to waive this requirement based on architectural design and level of housing as outlined in the Design Guidelines.
- F. 40% of the front elevation shall be brick or rock.
- G. Aluminum siding shall be prohibited.

- H. Vinyl siding shall be prohibited. Waivers to this guideline shall be subject to approval by the DRC.
- I. Roofing material shall be of architectural grade and have a minimum warranty of 30 years.
- J. Log homes and log siding shall be prohibited.
- K. A minimum of six inch fascia shall be required.
- L. Each elevation shall have a minimum of at least 8 square feet of window area.

#### 6.4.2.4 Semi-Custom Requirements

- A. Houses shall have a minimum footprint of 1600 square feet, of which 400 square feet may be garage. The minimum square footage of finished living space for a semi-custom home shall be no less than 1600 square feet above ground.
- B. Houses shall have a minimum Elevation Articulation Ratio (EAR) of .22 for any elevation.
- C. The average EAR of a house, based on all four sides, shall be a minimum of .26.
- D. The minimum EAR shall be .32 for any elevation facing the street and/or facing improved or natural open space.
- E. Operable windows shall be of single-hung or casement design, with exceptions for windows at kitchen sinks, bathtubs, and showers. However, the Architectural Review Committee, at their sole discretion, reserves the right to waive this requirement based on architectural design and level of housing as outlined in the Design Guidelines.
- F. Metal windows shall be prohibited.
- G. Aluminum and vinyl siding shall be prohibited.
- H. 50% of the front elevation shall be brick or rock. 15% of each side elevation shall be brick or rock.
- I. Log homes and log siding shall be prohibited.
- J. Roofing material shall be of architectural grade and have a minimum warranty of 30 years.
- K. A minimum of eight inch fascia shall be required.
- L. Each elevation shall have a minimum of at least 16 square feet of window area.

#### 6.4.2.5 Custom Requirements

- A. Houses shall be designed by a licensed architect.
- B. Houses shall have a minimum footprint of 2000 square feet, of which 600 square feet may be garage. The minimum square footage of finished living space in a custom home shall be no less than 2000 square feet above ground.
- C. Houses shall have a minimum Elevation Articulation Ratio (EAR) of .24 for any elevation.
- D. The average EAR of a house, based on all four sides, shall be a minimum of .28.
- E. The minimum EAR shall be .32 for any elevation facing the street and/or improved or natural open space.
- F. Operable windows shall be of single-hung or casement design, with exceptions for windows above kitchen sinks, bathtubs, and showers. However, the Architectural Review Committee, at their sole discretion, reserves the right to waive this requirement based on architectural design and level of housing as outlined in the Design Guidelines.
- G. Metal windows shall be prohibited
- H. 75% of the front elevation shall be brick or rock. 15% of each side elevation and rear elevation shall be brick or rock.
- I. Aluminum and vinyl siding shall be prohibited
- J. Log homes and log siding shall be prohibited.
- K. Roofing material shall be of architectural grade and have a minimum warranty of 30 architectural years.
- L. A minimum of eight inch fascia shall be required.
- M. Each elevation shall have a minimum of at least 30 square feet of window area.

#### 6.4.2.6 Estate Requirements

- A. Houses shall be designed by a licensed architect.
- B. Houses shall have a minimum footprint of 2400 square feet, of which 800 square feet may be garage. The minimum square footage of finished living space in an estate home shall be 3000 square feet above ground.
- C. Houses shall have a minimum Elevation Articulation Ratio (EAR) of .26 for any elevation.
- D. The average EAR of a house, based on all four sides, shall be a minimum of .30.

- E. The minimum EAR shall be .34 for any elevation facing the street and/or improved or natural open space.
- F. Operable windows shall be of single-hung or casement design, with exceptions for windows at kitchen sinks, bathtubs and showers. However, the Architectural Review Committee, at their sole discretion, reserves the right to waive this requirement based on architectural design and level of housing as outlined in the Design Guidelines.
- G. Metal and vinyl windows are prohibited.
- H. Aluminum and vinyl siding shall be prohibited.
- I. 75% of the front elevation shall be brick or rock. 15% of each side and the rear elevation shall be brick or rock.
- J. Log homes and log siding shall be prohibited. Waivers to this guideline shall be subject to approval by the DRC.
- K. Asphalt roofing shall be prohibited. However, High Resolution asphalt shingles or better may be used at the sole discretion of the DRC.
- L. Roofing material shall have a minimum warranty of 30 years.
- M. A minimum of eight inch fascia is required.
- N. Each elevation shall have a minimum of at least 60 square feet of window area.

## 6.5 Single-Family Attached

### 6.5.1 General Requirements (see Section 6.5.2 for Specific Requirements)

#### 6.5.1.1 Concept

The architecture for SilverLake will express the diversity of regional building. Single family attached buildings, such as town-homes and duplexes, shall be built to be perceived as a large customized house or an articulated row house.

#### 6.5.1.2 Design Requirements

A. All buildings shall be designed by a licensed architect.

#### B. Building Massing

The buildings shall be of human scale so as not to overwhelm or dominate their surroundings.

Building elevations shall not be symmetrical. (See Figure 8.F)

#### C. Entries

The primary entry shall be visible and accessible from the street.

**D. Garages**

Garages are encouraged to have a single-story appearance at the front of the building to provide a stepped-back architectural transition for two story structures.

Garage frontage shall not comprise more than 1/2 of the street elevation.

Front-loading garage doors shall be recessed a minimum of eight inches from the face of the garage door wall.

Sectional garage doors with decorative panels shall be required.

**E. Roofs**

Hipped and gabled roof forms shall be encouraged.

Flat and mansard roofs shall be prohibited.

**F. Mechanical Equipment**

Roof mounted mechanical equipment shall be prohibited.

Equipment mounted to the ground shall be screened.

Equipment mounted to the structure shall be architecturally screened.

All architectural screening devices shall be compatible in terms of materials, color, shape, and size, and shall blend with the building design.

**G. Ancillary Structures**

Ancillary buildings shall be architecturally compatible with the main structure.

**6.5.1.3 Streetscape Requirements**

A. All buildings are encouraged not have more than one flush garage unit, to add diversity.

B. If a porch is present, it shall have a width no less than 30% of the front elevation. (See Figure 9.C)

**6.5.2 Specific Requirements**

**6.5.2.1 Elevation Articulation Ratio (EAR) Requirements**

A. Buildings shall have a minimum EAR of .20 for any elevation.

B. The average EAR of a building, based on all four sides, shall be a minimum of .24.

C. The minimum EAR shall be .30 for any elevation facing street or open

space.

#### 6.5.2.2 Minimum Area Requirement

Each dwelling shall have a minimum main level living area of 600 square feet. Total floor area for move-up dwellings shall not be less than 1250 square feet, nor less than 1750 square feet for semi-custom dwellings.

### 6.6 Multi-Family Attached Guidelines

#### 6.6.1 General Requirements

##### 6.6.1.1 Concept

The architecture for SilverLake will celebrate the diversity of regional building. Multi-family attached buildings (stacked flats, for sale and for rent) shall maintain architectural compatibility with the surrounding neighborhood. (See Figure 8.G)

##### 6.6.1.2 Intent

The design guidelines are intended to insure that the height and bulk of higher density projects do not negatively impact nearby lower density residential areas.

##### 6.6.1.3 Design Requirements

A. All buildings shall be designed by a licensed architect.

##### B. Building Massing

Unbroken planes shall not continue more than 25 feet without articulation. (See Figure 8.H – acceptable, Figures 9.A and 9.B – unacceptable)

Large projects shall be split into groups of structures.

##### C. Materials

Materials shall be durable and require low maintenance. Use of masonry materials consisting of rock, stucco or brick for at least 75% of the exterior of family structures and clubhouse shall be required.

##### D. Entries

Access points to units shall be clustered in groups of four or less, balconies and corridors that service five or more dwellings shall be prohibited.

The primary entry shall be visible and accessible from the street.

Secondary and shared entries shall be plainly visible and accessible from nearby parking areas.



The use of architectural elements to denote entrances shall be required.

**E. Exterior Stairs**

Stairs shall be integrated with the architecture of the building. They shall not protrude outward from the plane of any particular elevation. Open-riser metal stairs shall be prohibited.

**F. Balconies and Patios**

Balconies and patios shall be required to break up large wall areas. (See Figure 9.C)

**G. Roofs**

Hipped and gabled roof forms shall be required. Flat roofs are discouraged. Mansard roofs shall be prohibited.

**H. Gutters and Downspouts**

Gutters and downspouts shall be concealed unless designed as a continuous architectural feature.

**I. Mechanical Equipment**

Roof mounted mechanical equipment shall be prohibited. Equipment mounted to the ground shall be screened. Equipment mounted to the structure shall be architecturally screened.

All architectural screening devices shall be compatible in terms of materials, color, shape, and size, and shall blend with the building design.

**J. Antennae and Satellite Dishes**

Antennae shall be prohibited. Satellite dishes shall be prohibited on roofs. Satellite dishes shall be screened.

**K. Ancillary Structures**

Ancillary buildings (carports, etc.) shall be architecturally compatible with the main structure as deemed by the Design Review Committee.

Prefabricated metal carports shall be prohibited.

Front-loaded garage doors shall be recessed a minimum of eight inches from the face of the garage door wall.

Sectional garage doors with decorative panels shall be required.

Covered parking structures exposed to view from the street or open space may be built to be perceived as a walled building.

Covered building structures shall be limited to a maximum of sixteen cars.

Covered parking structures shall have posts or columns proportioned to the roof.

**L. Sheds**

A 5 ft. public utility easement (PUE) exists on all sides of every lot. Any structure constructed within this PUE is subject to removal if the city needs access for utility repair or installation. The builder will be required to sign a letter of acknowledgement and waiver stating that you, the builder understands that the city is not responsible to replace or repair any structure in the PUE.

Sheds can have a minimum 1 ft setback from the property line but can be no higher than 16" above a 6" privacy fence, (if fencing exists), and be architecturally compatible with the home. All plans shall be submitted to the DRC for approval.

Any shed within the PUE must be portable (i.e. wood floors attached to shed) etc. Concrete pads are not considered portable.

No water run-off shall go onto the neighboring lot.

Any building larger than 120 sq. ft. requires a building permit.

Metal sheds are prohibited.

#### **6.6.1.4 Streetscape Requirement**

Buildings shall be easily distinguishable from one another.

## SECTION VII:

### LANDSCAPE ARCHITECTURE GUIDELINES

#### 7.1 Preface

The primary objective of the Landscape Architecture Guidelines section is to promote a pleasing and unified environment within SilverLake. The inspiration for the landscape concept is derived from indigenous Utah landscapes.

#### 7.2 A Traditional Utah Great Basin Landscape

Landscape architecture for SilverLake will create an environment that evokes the rural Utah landscape tradition. This landscape emphasizes rustic landscape qualities and reflects the Utah agricultural tradition. Two distinct landscape zones have been created which exemplify the essence of the Utah landscape tradition.

##### 7.2.1 The Native Landscape

The native landscape will occur in designated open space areas. It will consist of native plant materials retained in their native condition and will be the largest landscape area within SilverLake. No water other than natural rainfall and snow runoff will be applied to these open space areas. Efforts shall be made to minimize disturbance of these areas from adjacent roadways and development parcels. (See Figure 9.D)

##### 7.2.2 The Agrarian Landscape

At SilverLake, a natural landscape will be created in areas which, because of their visual prominence or intense use, are important elements in the community. These areas shall include the Village Cores, parks, squares, commons, recreation facilities, entry gateways, and edges of major public roads. Plant material to be used in these areas may include various trees, perennials, and shrubs to create natural boundaries that define areas. (see Figure 6)

#### 7.3 Conserving Resources

In addition to the overall idea of utilizing traditional Utah agricultural elements, the landscape concept incorporates several important ideas that are essential to the long term viability of the landscape. First, landscape development will be efficient. That is, it will concentrate resources in those areas receiving the most intense human use, such as parks and recreation facilities. Areas intended primarily for passive or visual amenity will require fewer resources. Second, landscape areas will be designed with the objective of reducing long-term water use. Maintenance standards will be directed to gradually weaning plants from watering as they mature, so that water use can be significantly reduced over the long-run. Third, the landscape will be designed to minimize long-term maintenance for the majority of landscaped areas. This will be achieved by limiting areas of highly irrigated turf, clipped hedges, and ornamentals to select places where they can be emphasized.

The landscape architecture concept for Basin may use native plants used in groupings

similar to those seen in nature which will visually integrate the community into the surrounding terrain.

#### **7.4 General Landscape Architecture Principles**

Native grasses seen frequently in the prairies of Utah shall be used in conjunction with a limited amount of irrigated turf, which will provide green highlights. Xeriscape principles should be used throughout SilverLake to promote self-sustaining landscape zones.

##### **7.4.1 Functional Considerations**

The following should be considered by the landscape architect when preparing site designs within SilverLake and be consistent with the natural and agrarian vegetation seen in the Utah Great Basin:

- Solar orientation of exterior areas.
- Separation of functional uses and creation of exterior spaces such as courtyards, squares, and plazas.
- Clear identification and separation of vehicular and pedestrian traffic; maintaining required sight distances. (see Figure 7)
- Reinforcement of the circulation system with plantings. (see Figure 8)
- Climatic mitigation of pedestrian spaces and corridors (e.g., wind-row plantings for warming in the winter; canopy tree sun protection in the summer).
- Shelters from traffic noise and hazards.
- Maximizing long-term ease of maintenance and optimizing water conservation.
- Compatibility with size and type of existing planting on-site or adjacent to the site.

##### **7.4.2 Aesthetic Considerations**

- Utah theme featuring indigenous native plant materials.
- Creating a central landscape focus (e.g., central courtyard, plaza, square) within the Village Cores in the heart of The SilverLake planning area.
- Enriched entry areas and visitor parking.
- Consideration of sculpture, public art, unique plantings, and water features.
- Special lighting in public open spaces.
- Use of color in the landscape.

#### 7.5 Landscape Criteria for Development Edges

Three edge zones have been identified in order to preserve privacy and provide for integration of SilverLake into the Great Basin landscape. A graduated transition into residential, commercial, and business park plantings should be made at these edges where drought tolerant and irrigated landscape zones come together.

#### 7.6 Landscape Guidelines for Residential Neighborhoods

Front and rear yard landscaping shall be in accordance with the CC&R's of each development. All residential parcels are required to have a basic landscape package, including front yard landscaping, to be installed by the owner and/or builder. This landscape will define the edges of neighborhoods, the streetscapes within them, and become the base planting for the overall development parcel. All Builders are required to provide front yard landscapes for all entry level, move-up, second time move-up and semi-custom residences to insure a quality streetscape. The front yard of a lot is defined as the area of the lot beginning at the back of the curb on any adjacent street or roadway to a distance at least to the rear most part of the residence from such street or roadway. Xeriscape principles, including semi-irrigated "native" turf and drip irrigation shall be utilized where practical. In single-family detached neighborhoods, a list of appropriate plant materials (see Table - 1) shall be provided for the use of homeowners so they may install additional plantings that are complementary to those installed by the developer or builder in common landscaped areas. (see Figure 10) Design components established for the entire community, such as neighborhood signage, should be incorporated accordingly.

##### 7.6.1 Residential Landscape Requirements

Landscaping, executed in strict accordance with a previously approved landscape plan, shall be completed no later than the date of occupancy, or no later than thirty calendar days following the completion of construction of any dwelling on any lot, if it is not occupied. If completion of construction or occupancy occurs during winter months, landscaping must be completed by the first of the month of June next to occur. All front yards and, in some cases, other areas (see Section 8.03) shall be landscaped in accordance with plans approved by the Design Review Committee and thereafter carefully maintained. All lots shall be kept free from any plant materials infected with noxious insects or plant diseases which in the opinion of the Design Review Committee are likely to spread to other property, and all lots shall be kept free from weeds. The provisions of this section apply to all dwellings built on any lot whether sold or not. The builder or such other original property owner will be held responsible for the completion of landscaping within the time limit specified herein. Violation of the requirements specified herein will be subject to a fine of Fifty Dollars (\$50.00) per calendar day, calculated from the due date of completion, as specified herein, to the actual date of completion.

- A. For entry level, move-up, and semi-custom residences, production builders are required to provide a front yard landscape and shall submit a typical landscape plan for review (See Section II: General Provisions). Said landscape plans should include a minimum of sod, two trees of a minimum 1 ½ inch caliper (evergreens of a minimum 4 feet in height), eight shrubs of two gallon size, and a full automatic sprinkling system.
- C. Lots greater than 10,000 square feet but less than 20,000

square feet shall have one (1) additional tree. Lots greater than 20,000 square feet shall have two (2) additional trees. These trees shall be 2" caliper or greater, or be an evergreen at least 5' tall.

- D. Front lawns may have a maximum turf coverage of 80 percent. Corner lots may have up to 75 percent turf coverage. Drought tolerant turf grass species such as improved fescues or buffalo grass are strongly encouraged. Turf shall not be installed up to the foundation of the home.
- F. No marble chips, volcanic rock, or high contrast stone patterns (e.g., black, white, red) shall be used. Open areas not covered with plants shall be covered with wood or rock mulch.
- G. Corner lot sightlines shall not have any plant material exceeding 30 inches in height at mature growth.
- H. The developer, builder, or homeowner shall select plant materials from the approved plant list (see Table - 1).
- I. Automatic sprinkler systems for lawns and beds shall be required.
- J. Rear yards facing public roads, shall be fenced with approved privacy fencing, or landscaped within 180 days from occupancy. Homes completed or occupied June thru January will have until the following June to have rear yard fenced or landscaped.
- K. The addition of soil amendments to existing soil is recommended. A typical specification for soil amendments includes three (3) cubic yards of amendment per 1,000 square feet of area. Typical ratios are one-third of the total mix for each of the elements listed above. Builders and owners should contact local nurseries for specific recommendations. A site specific horticultural solids test can also provide specific soils information.

## **SECTION VIII: COMMUNITY DESIGN ELEMENTS**

### **8.1 Preface**

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

### **8.2 Project Entry Monumentation**

The main entrance to SilverLake will have monumentation consistent with the Pony Express theme. Elements such as rock features, water features, statues, lighting features, trees and perennials may be incorporated. All elements will be in natural or earth toned colors, consistent with the native landscaping in the area.

#### **8.2.2 Subdivision Entrance Monumentation**

Subdivision entrance monumentation is located where major circulation features such SilverLake Parkway intersecting with community collectors. The monuments will be consistent with the Pony Express theme. The subdivision entrance monuments may contain rock features, water features and various trees and vegetation. (See Figure 12)

#### **8.2.3 Project Entries Objectives:**

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

### 8.3 Directional and Informational Signage

#### 8.3.1 General

1. All signs shall be professionally manufactured.
2. All sign designs shall be approved by the Design Review Committee prior to display and comply with the Eagle Mountain City sign ordinance.
3. All signs designs and script shall approved by the DRC before they are installed.
4. All signs for model homes shall be of a uniform style and size.
5. Balloons are allowed for special promotions, but shall be approved by the Design Review Committee before use.
6. Signs posted SilverLake or City property, such as streetlights, telephone poles, road signs, and etc. are strictly prohibited.
7. Signs shall not be placed on another person's property including SilverLake L.C., or Eagle Mountain City rights of way without DRC & owners approval.
8. All signs on lots shall be placed a minimum of one foot behind the sidewalk.
9. Exception to #7
  - During foundation constructions, before backfill, signs may be placed in park strips. It is recommended that they be placed over the water meter to help protect it.
  - Directional signs to model homes, which are approved by the DRC.
  - Signs which name a subdivision and/or the builder at the subdivision locations or entrance.
10. Signs greater that 6 ft. wide x 4 ft. high shall not be placed on any residential lot.
11. All signs greater than 32 square feet shall be mounted on two 4x4 posts as shown in the CC&R's and Design Guidelines.
12. All signs not mentioned, in this policy shall be approved by the Design Review Committee before installation.
13. Commercial Property signage shall be reviewed on a case by case basis.

#### 8.3.1 Street Signs

Street signs shall be of same material and design throughout the Silver Lake development.



**8.3.2 Directional Signs**

Signs used for the purpose of directing traffic to Model Homes.

1. Directional signs are allowed only for model homes, and are approved by the Design Review Committee. All Model Homes must meet the following requirements:
  - Not for Sale
  - Furnished & Landscaped
  - Manned
  - Hours Posted
2. Must be submitted for approval for location and appearance.
3. A-frame style signs shall not be used as directional signs except for open-house (weekends only) or approved by the DRC.

**8.3.3 Yard Signs**

Yard signs can be no higher than three feet and no larger in size than 7 square feet (2.5 x 3) and must be approved by the DRC.

**8.3.4 Model Home Signs** (used at Model Home site and only for Model Homes that meet the above criteria)

1. All model home signs shall be of uniform size, design and color, and include Developers or Associates logo.
2. The builder may use their own colors and designs within the uniform frame.
3. One sign per model location.
4. Banners are only a promotional item and shall be submitted for approval from HOA. Only allowed 60 days.
5. A minimum of 3 flags and maximum of 6 flags are required at Model Home location.
  - Flagpole shall be 20 ft. to the top of the pole.
  - Flag colors shall match Model Home sign colors.
  - Flag size: 8 sq. ft. maximum.

**8.3.5 For Sale Signs**

1. All signs shall be the same size, 18" x 24"
2. One foot behind the sidewalk.
3. A maximum of two signs per lot (Builder/Banker/Realtor etc.)
4. Spec and resale signs are allowed

**8.3.6 Open House Signs** (Applies to anyone using Open House Signs)

1. Allowed on weekends only, from Friday 6p.m to Monday 10 am.
2. Shall not exceed 6 sq. ft. in size.

3. Will be impounded outside the approved times.
4. This policy on open house signage may be changed.

**Warning:** Signs that do not meet this policy or are not approved by the DRC can be impounded with a \$5.00 per sign release fee. A deposit of \$50.00 may be required.

#### 8.4 Fencing

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

- All fencing must be approved prior to installation
- Fencing consist of four different types:
  1. Interior privacy fencing
    - A. Wood
    - B. Vinyl
  2. Open space /Public roads 2 rail fencing
  3. SilverLake Parkway fencing.
- Optional Mow strip is allowed.
- An illustration of each of these fences is included in these guidelines.
- Privacy fencing, may be of vinyl if is not visible from SilverLake Parkway, and are of earth tone colors, or of wood as described, with the Monterey Stain. All lots that qualify for vinyl fencing must be approved by the DRC prior to installation and subject to Eagle Mountain City's line of sight ordinance.
- Privacy fencing, regardless of the neighborhood in which you live, may not start any closer than six (6) feet behind the front corner of your home which is furthest from the street that your home faces. Special fencing rules also apply when your lot is on a corner, or when it is adjacent to any public open space such as an equestrian trail, park, community center, parkway, etc. All fencing must be approved by the DRC prior to installation.
- Previously installed fencing on public open spaces can be replaced by a 6 ft. privacy fence; the old fence, previously installed, should be saved for the SilverLake HOA to pick up. All fencing must be approved by the DRC prior to installation.
- Depending on your subdivision, whenever a fence parallels any public open space such as an equestrian trail, park, community center, parkway, roads, etc... The applicable public roads/open space fencing shall be used. All fencing must be approved by the DRC prior to installation.
- Privacy fencing on corner lots may include a 6' fence on the side yard, beginning at a point which is 10' behind the front corner of the house, extending toward the side property line a distance of 10', then extending toward the property line or sidewalk to a point of 3' from the sidewalk) then running parallel to a point of 15' from the rear

property corner, and make a 45 degree angle until it meets your rear property line. This 45 degree angle will not create front yard fencing for the home behind yours. All fencing must be approved by the DRC prior to installation. (see figure 8)

- Fencing must be stepped on sloped-areas. (see figure 9)
- No fencing shall exceed 6' in height.
- Fencing is prohibited in the front yard.
- Vinyl fencing approved for interior lot lines shall be of earth tone colors only. White is not a permitted color.
- Fencing may be constructed of any species of wood that will stain to match The Ranches standard color "Monterey Grey." Any wood (such as landscaping timbers, outdoor treated lumber, etc...) that is pre-stained, thereby affecting the final stain color is unacceptable.
- No stain color other than "Monterey Grey" is acceptable. Acceptable companies that carry the stain are as follows.
  1. Kwall Howell's in American fork – 756-1910
  2. Jones Paint & Glass in American Fork – 756-5282
  3. The Home Depot in American Fork- 783-8640
- All fencing must be approved by the Design Review Committee prior to installation.

#### 8.4.1 Perimeter and Transitional Fencing

Perimeter fencing at SilverLake shall consist of a six-foot high (maximum) wood fence. It shall occur where the development edges are adjacent to community collectors streets. The fence shall be stained with a stain selected from the suggested color palette. The perimeter fencing shall terminate at corners with a six-by-six inch wood post. Where the perimeter fence meets an open space fence, then it shall transition down in height to 40" (+/-). (See figure 4)

#### 8.4.2 Interior Privacy Fencing – Solid

Interior privacy fencing shall consist of six-foot high (maximum) solid privacy fencing designed to provide privacy between individual lots. This fence shall be utilized along rear and side property lines on lots measuring less than 12,000 square feet, terminating a minimum 6' back from the part of the front elevation furthest back from the street. All interior lot fencing that is not visible from the SilverLake Parkway may be of vinyl with a top rail, or wood as described above. All colors to be earth tone (no white). Style and design of fence to be approved by the Design Review Committee prior to installation.

#### 8.4.3 Open Space Fencing - Two Rail

Open space fencing shall occur contiguous between open space and yards. The fence shall consist of four foot high (maximum) two rail fencing. Open space fencing shall terminate at corners with a six-by-six inch wood post. This fence can also be used on all lots 12,000 square feet or larger as perimeter fencing (See figure 15)

## 8.5 Lighting

Lighting for SilverLake shall be designed to adequately illuminate and provide for the safety of vehicular and pedestrian movements. Lighting shall be designed to complement and harmonize with Silver Lakes' naturalistic environment.

### 8.5.1 Residential Light Fixtures

Street lights shall be placed at major intersections including, but not limited to: community entrances, neighborhood entrances and intersections and collectors and other key locations such as: parks and trail heads. Lighting shall be installed by the developer or builder. All residential lighting shall be high pressure sodium or incandescent which falls within the warm white-to-yellow spectrum of light color. Overall height of light poles shall not exceed 15 feet. Residential light fixtures shall consist of the following design: (See Figure 5). Contact: Thomas Lighting (450-430-7040)

- Luminaire: Zed (Z65E)
- Arm: Zed (M20B)
- Pole: Zed (P604S-15) or Zed (P604S-14)
- Pole and Luminaire: Zed (Z12)

## 8.6 Street Furniture and Accessories

Street furniture, including benches, trash receptacles, bike racks and mail boxes shall be designed in a consistent fashion, so as to provide continuity throughout The SilverLake planning area. All street furniture and accessories shall be constructed of high quality durable materials and installed by the master developer.

### 8.6.1 Benches

Street furniture will be located primarily in the Village Core commercial areas and parks, and open space areas elsewhere. Bench style shall consist of the following design. (See figure 5)

- Dumor, Inc. - Cast Iron Bench: Bench 120-60

### 8.6.2 Trash Receptacle

- Dumor, Inc. - Cast Iron Trash Receptacle: Receptacle 102-00. (See figure 5)

### 8.6.3 Mailboxes - Multi-Family

Mail delivery in the multi-family neighborhoods of SilverLake shall be made to grouped mail box units supplied by the U.S. Postal service. No individual mail boxes shall be permitted in multi-family neighborhoods. Clustering of mail box units is encouraged and placement should be sensitive in order to minimize the impacts to automobile circulation and the overall streetscape. Mailbox shelters are encouraged and shall be constructed to harmonize with the "town and country" character of SilverLake in terms of materials (e.g., stone, timber) and color.

**8.6.4 Mailboxes - Single Family**

In general, mailboxes for single family residences shall consist of either a single box or two boxes grouped together, subject to a design review by the DRC. Individual neighborhoods are allowed only one style per neighborhood. Mailboxes per neighborhood to be defined in CC&R's. Grouped mailboxes that accommodate a maximum of nine mail slots shall be considered. All single-family residence mailboxes must be U.S. Postal Service approved.

## SECTION IX: GRADING GUIDELINES

### 9.1 Preface

The grading guidelines establish alternative grading standards. Each site within SilverLake represents a specific set of conditions that should influence the grading design applied. A grading concept that would be ideal for one site might be totally inappropriate for another. Most of the design concepts are based on the creation of more natural appearing land forms. In nature, forms, textures, and colors are not rigid or uniform. Natural forms are varied, curved, and generally irregular.

### 9.2 Grading Guidelines

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

- Grading practices are intended to respect the natural features of Silver Lake by avoiding prominent ridgelines and contouring in harmony with existing landforms.
- All manufactured slopes shall be rounded to conform with the existing topography.
- Grading shall be minimized and buildings and roadways are to conform to and "blend" with landforms.
- Variation and undulation of slopes to retain the natural character of Silver Lake shall be encouraged.
- All graded slopes shall be planted with a combination of native grasses, groundcovers, shrubs, and trees to insure slope stability, reduce erosion potential and improve visual quality. Low growing plant materials reinforce rigid slope forms. Plant materials of varying form and density should be used to soften slope banks.
- Borrow ditches should not be paved with asphaltic concrete or concrete. Borrow ditches should be seeded and accented with native rocks to naturalize a man-made ditch.
- Finished floor heights in relation to any adjacent curb in multi-family and commercial areas should be limited to a 5% differential to minimize excessive handicap ramps.
- (See Figure 10.A,B,C,D,E and F)

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

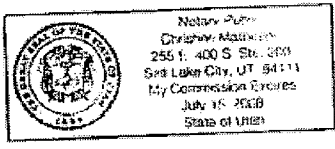
S.L.6., LLC

By: *Milton P. Shipp*  
Member Manager  
Milton P. Shipp

ATTEST

STATE OF UTAH            )  
  SS.  
COUNTY OF UTAH        )

The foregoing instrument was subscribed and sworn to before me this 6<sup>th</sup> day of January 2005, by Milton P. Shipp of S.L.6., LLC



*Christine Matherd*  
Notary Public

My commission expires: July 15, 2008

## Appendix 2

Gables will not be included in the EAR on the elevation facing a street, open space etc., unless there is a change of material in the gable.

The DRC reserves the right to reject any plan based on Architectural appearance regardless of the below credits. The credits are an attempt to help builders create better looking homes with less expense. These credits are not meant to create an avenue to bypass the intent of the EAR.

- Shutters: Each window with shutters will be given twice the Sq. Ft. value of the window and shutters together. Example: 3030 window with 1 ft. x 3 ft. shutters on each side = 15 Sq. Ft. x2= Total 30 Sq. Ft.
- Garage Doors: Credit for 1/2 total Sq. Ft. and full Sq. Ft. value with full panel window in door. Example – Door = 96 Sq. Ft. value 48 Sq. Ft. / with window – 96 Sq. Ft. credit. Color of trim on all windows & doors shall contrast main body color.
- Bay windows: Sq. Ft. value of entire bay area x 3
- Pedestrian doors: Sq. Ft. values same as windows-All windows and door trims shall contrast main body color.
- Rear or side decks: Credit for total Sq. Ft. (elevation measurement )  
Example- 8 ft wide deck with 4 ft. railing = 32 Sq. Ft. (+ % bonus)
- Gable Vents: Sq. Ft. Value. Vent and trim color shall contrast the main body color.
- Trim bands: Sq. Ft. value. Color of band shall contrast the main body color.
- Boxed windows: "Pop out" (6" Min.) = 3x Sq. ft. of boxed elevation area.  
Example – 3030 Boxed window = approximately 4x4 = 16 Sq. Ft. x 3 = 48 Sq. Ft.
- Window box under window: Double value of window. Example – 3030 window = 9 Sq. Ft. / with box = 18 Sq. Ft.
- 8 inch Fascia: (applies only if up grade from 6" requirement.) – Credit 1/2 times lineal ft. value. Example – 30 ft. on rear elevation = 15 Sq. Ft. of credit.
- Trim contrasting body color: If trim is 3" plus – 1 1/2 times window Sq. Ft.  
Example – 3050 = 15 Sq. Ft. x 1 1/2 = 22.5 Sq. Ft. credit.  
Example – 3050 = 15 Sq. Ft. x 1 1/2 = 22.5 Sq. Ft. credit.
- Gridded Windows: Front elevation shall have gridded windows – Credit 50% of window. Sq. Ft. Example – 3050 window would be worth 15 + 50% = 22.5
- Decorative Gables: (on an elevation facing the street, or open space) any gable end that has decorative panels (fish scale, shingle, etc...) will be credited with double the Sq. Ft. value.
- Stucco: If 8" pop-out trim is used in windows and doors/a credit of 1 1/2 times window value. All trim colors shall contrast with the main body color.
- Vertical offset in main plain of elevation: Min. 16" x 8 ft. long. Double EAR value for that elevation. Chimneys not included. A variation in the roof line is also required for this credit.
- Hipped Roof: 1/2 credits given as gables on hipped roofs.



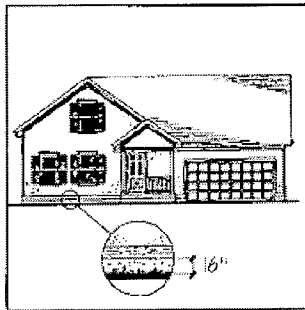


Figure A

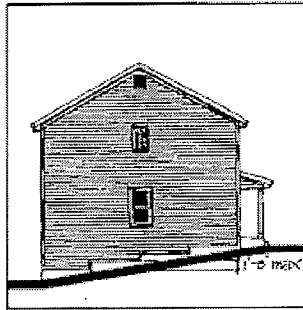


Figure B

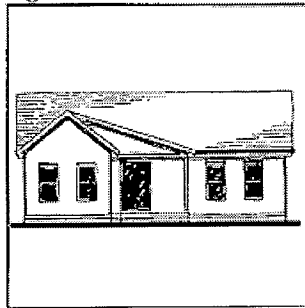


Figure C

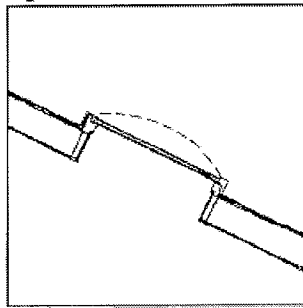


Figure D

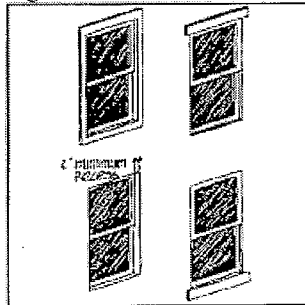


Figure E

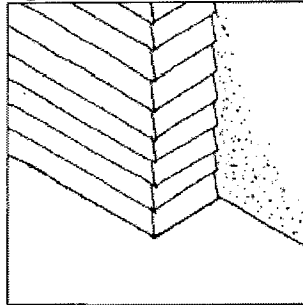


Figure F

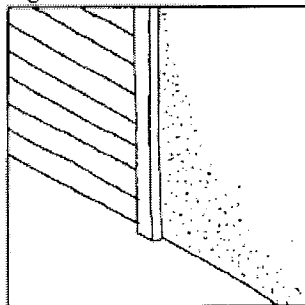


Figure G

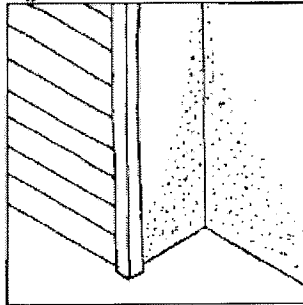


Figure H

FIGURE 7

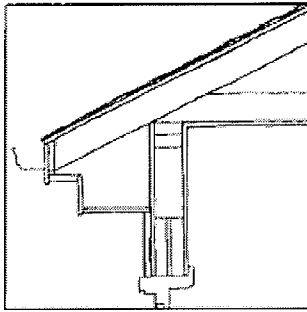


Figure A

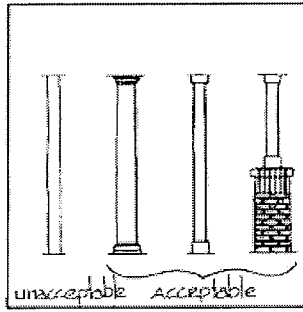


Figure B

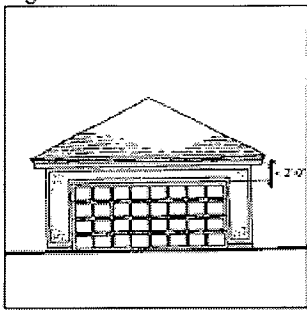


Figure C

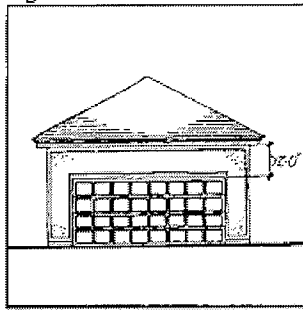


Figure D

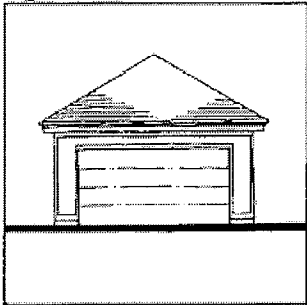


Figure E

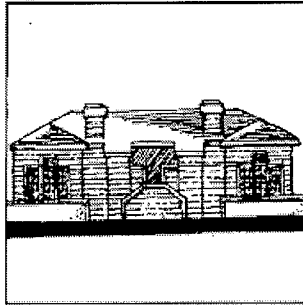


Figure F

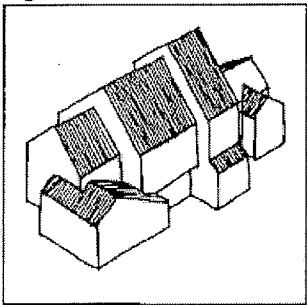


Figure G

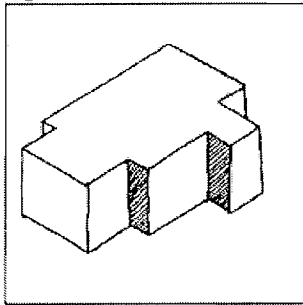


Figure H

FIGURE 8

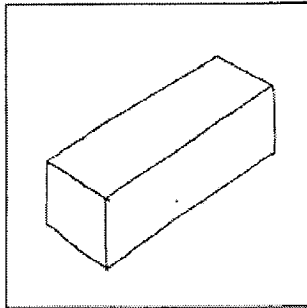


Figure A

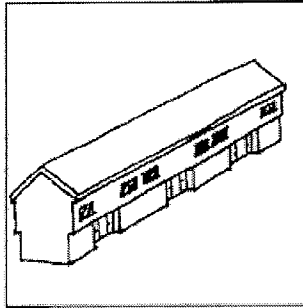


Figure B

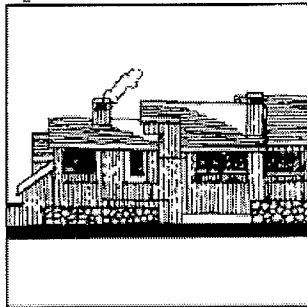


Figure C

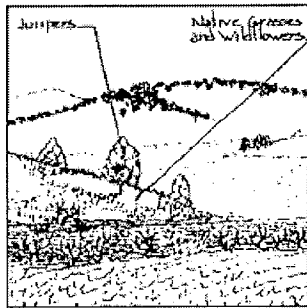


Figure D

FIGURE 9

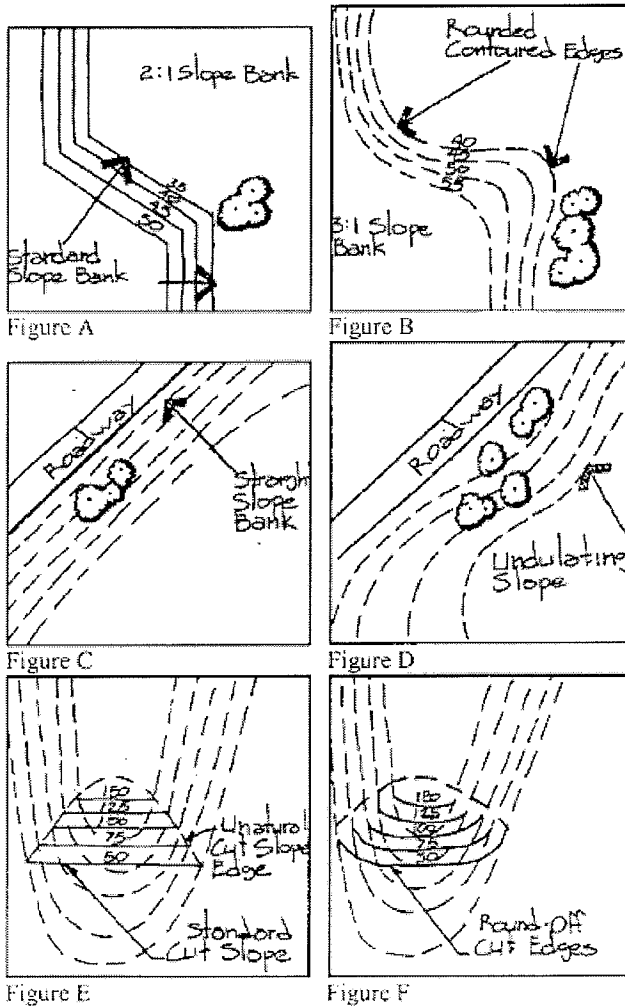


FIGURE 10

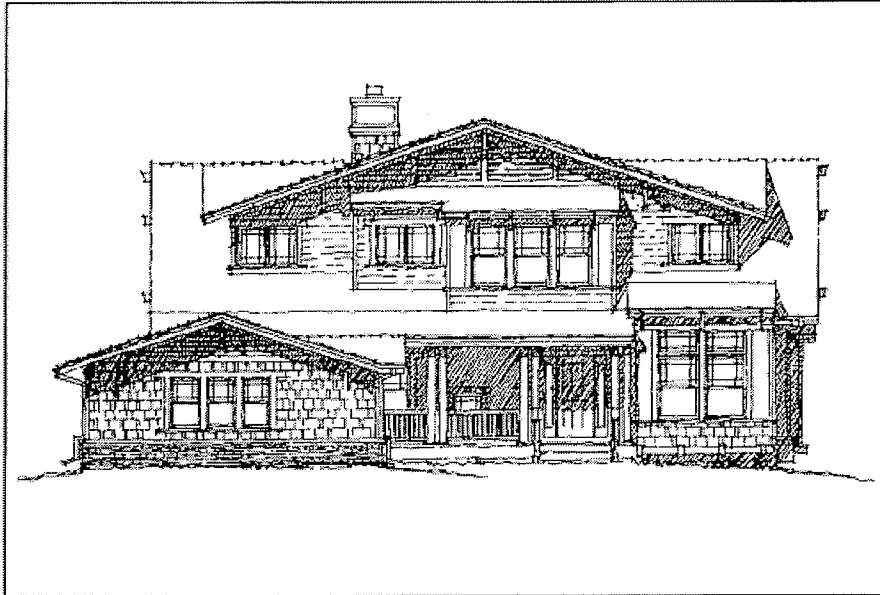


FIGURE 11



FIGURE 12



FIGURE 13



FIGURE 14



CHORD
24.21
21.18
21.24
60.89
107.18
21.24
10.63
24.21
52.86
8.67
21.39
37.46
49.15
48.04
38.94
43.30
121.22
15.13
40.53
42.23
18.90
35.92
32.38
19.29
95.90
84.68
310.67
21.80
21.80
85.68
14.05
60.97

**SURVEYORS CERTIFICATE:**

I, VICTOR E. HANSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 176695 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

*Victor E. Hansen*  
SURVEYOR

Sept. 28 2004  
DATE

**BOUNDARY DESCRIPTION PLAT ONE:**

ENT 5307:2005 PG 65 of 65

A PARCEL OF LAND LOCATED IN EAGLE MOUNTAIN, UTAH COUNTY IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED ACCORDING TO THE FOLLOWING COURSES AND DISTANCES, TO WIT:

BEGINNING AT A POINT OF CURVATURE LOCATED S 89° 10' 11" E, 2230.36 FEET ALONG THE SECTION LINE, AND SOUTH 455.33 FEET, FROM THE NORTHWEST SECTION CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 835.00 FEET, A LENGTH OF 52.87 FEET, THROUGH A CENTRAL ANGLE OF 3° 37' 39" (CHORD BEARS S 29° 22' 16" E, 52.86 FEET); THENCE S 31° 11' 07" E, 162.42 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 765.00 FEET, A LENGTH OF 312.85 FEET, THROUGH A CENTRAL ANGLE OF 23° 25' 52" (CHORD BEARS S 19° 28' 10" E, 310.67 FEET); THENCE S 07° 45' 12" E, 108.74 FEET; THENCE N 89° 35' 08" W, 564.15 FEET; THENCE NORTH, 100.00 FEET; THENCE N 00° 59' 03" W, 54.02 FEET; THENCE N 00° 34' 12" E, 494.00 FEET; THENCE S 89° 35' 08" E, 56.20 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, A LENGTH OF 24.38 FEET, THROUGH A CENTRAL ANGLE OF 23° 16' 58" (CHORD BEARS N 78° 46' 23" E, 24.21 FEET) TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, A LENGTH OF 132.53 FEET, THROUGH A CENTRAL ANGLE OF 126° 33' 09" (CHORD BEARS S 49° 35' 31" E, 107.18 FEET); THENCE S 89° 35' 08" E, 170.34 FEET TO THE POINT OF BEGINNING, CONTAINING 6.670 ACRES, MORE OR LESS.

**OWNER'S DEDICATION:**

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYORS CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9-807, UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH, TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

OWNER(S): S.L.C., L.L.C. Member-  
PRINTED NAME OF OWNER Milton P. Shipp, Manager

AUTHORIZED SIGNATURE(S) *[Signature]* 9/27/04

**ACKNOWLEDGMENT:**



STATE OF UTAH }  
COUNTY OF UTAH } S.S.

ON THE 27 DAY OF September, 2004 PERSONALLY APPEARED BEFORE ME THE PERSONS SIGNING THE FOREGOING OWNERS DEDICATION KNOWN TO ME TO BE AUTHORIZED TO EXECUTE THE FOREGOING OWNERS DEDICATION FOR AND ON BEHALF OF THE OWNERS WHO DULY ACKNOWLEDGED TO ME THAT THE OWNERS DEDICATION WAS EXECUTED BY THEM ON BEHALF OF THE OWNERS