

**When Recorded, Return To:**

Brian Nestoroff  
Wasatch Peaks Ranch, LLC  
136 E. South Temple, Suite 1650  
Salt Lake City, Utah 84111

**MASTER DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, AND RESERVATION OF EASEMENTS**

**FOR**

**WASATCH PEAKS RANCH**

**A PRIVATE PLANNED RECREATIONAL COMMUNITY**

**Morgan County, Utah**

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THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR WASATCH PEAKS RANCH is made on this 6th day of April, 2022, by WASATCH PEAKS RANCH, LLC, a Delaware limited liability company (“Declarant”):

RECITALS:

- A. Capitalized terms in this Declaration are defined in the glossary set forth below in Article 2.
- B. Declarant is the owner of real property (the “Property”) in Morgan County (the “County”), State of Utah (the “State”), which consists of approximately 11,502 acres, as more particularly described and depicted on Exhibit A-1 attached and incorporated hereto.
- C. Declarant is developing the Property as a private planned recreational community known as Wasatch Peaks Ranch (the “Project”), as shown on the Master Plan for the Property. The Property will be developed in phases and contain neighborhood areas, with a mixture of single-family residential, multi-family residential, village commercial facilities, recreational and open space/conservation land use areas. It will also include ski, golf, equestrian and other facilities and amenities that will constitute Common Elements of the Property.
- D. The Property is zoned Resort Special District (RSD), pursuant to Section 8-5J-1 of the Management Code of the County, “to permit a compatible, master planned mix of various types of residential and commercial land uses in combination with open space and recreational components on land that has characteristics that warrant customized development requirements.”
- E. Declarant has formed Wasatch Peaks Ranch Homeowners Association (the “Association”) which will own, maintain and administer the Common Elements to the extent set forth in this Declaration and administer and enforce this Declaration, including collecting and disbursing assessments and charges provided for in this Declaration.
- F. Declarant intends by this Declaration to adopt master covenants, conditions and restrictions affecting the Property and to create and reserve easements across portions of the Property for the benefit of other portions of the Property, the Association, Local Service Districts, and other utility providers. Declarant shall develop and convey the Property subject to such master covenants, conditions, restrictions and easements, all of which shall run with the title to the Property as hereinafter set forth.
- G. Declarant intends that the Owners, Guests and other persons hereafter acquiring any interest in, or otherwise using the Property shall enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges, covenants and restrictions hereinafter set forth and subject to the rules and regulations of the Association, all of which are declared to be in furtherance of a plan to promote and protect the aesthetic and cooperative aspects of the Property and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property.
- H. All conveyances of the Property, whether or not so provided therein, shall be subject to this Declaration. By accepting deeds, leases, easements or other grants or conveyances

to of any portion of the Property, the Owners and other transferees for themselves and their heirs, executors, administrators, trustees, personal representatives, successors and assigns, agree that they shall be personally bound by all of the Covenants (including but not limited to the obligation to pay Assessments) as hereinafter set forth.

NOW, THEREFORE, DECLARANT hereby declares, covenants and agrees as follows:

ARTICLE 1

Definitions

Unless otherwise expressly provided, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

1.1 "Act" shall mean and refer to the Community Association Act codified beginning at Utah Code, Title 57, Chapter 8a-101, Utah Annotated Code ("Utah Code Ann.").

1.2 "Articles" shall mean the Articles of Incorporation of the Association, as such Articles may be amended from time to time.

1.3 "Association" shall mean the Wasatch Peaks Ranch Homeowners Association, a Utah nonprofit corporation.

1.4 "Association Rules" shall mean the rules and regulations adopted by the Association from time to time to govern the use of Common Elements, construction of Improvements on Lots, and other matters as determined by the Association.

1.5 "Board" shall mean the Board of Trustees of the Association, elected in accordance with the Articles and Bylaws of the Association.

1.6 "Bylaws" shall mean the Bylaws of the Association, attached hereto as **Exhibit B** and incorporated by this reference, as such Bylaws may be amended from time to time.

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

1.8 "Club" shall mean Wasatch Peaks Ranch Club, a Utah limited liability company.

1.9 "Club Facilities" shall mean the Golf Facilities, Ski Facilities and all other facilities established on the Property that are intended for the use and enjoyment of Club Members. Club Facilities are not part of the Common Elements and shall not be owned, constructed, operated, maintained, repaired, replaced, or otherwise operated by the Association.

1.10 "Club Membership Agreement" shall mean the agreement between the Club and its members governing the Member's use of Club Facilities and such other matters as may be determined by the Club.

1.11 "Club Membership Documents" shall mean the Club Membership Agreement, Club rules, any other membership documents applicable to the Club.

1.12 "Commercial Lot" shall mean any Lot which is designated for the purpose of conducting a commercial business.

1.13 "Commercial Space" shall mean the Lot or other area which may be used, leased, or rented for the purpose of conducting commercial business, and nonresidential purposes.

1.14 "Common Assessment" shall mean the charge against each Owner and the Owner's Lot representing the portion of the Common Expenses which is to be paid by such Owner to the Association.

1.15 "Common Elements" shall mean all the real property, improvements, Project Improvements, facilities and equipment owned and/or managed by the Association, or owned by another Person subject to a lease, license, easement or other arrangement in favor of the Association. The Common Elements shall exclude the common areas of any Neighborhood, if any, that are intended for the exclusive use of Lot Owners in such Neighborhood, as further described in any Neighborhood Covenants, and all Lots except to the extent covered by an easement in favor of the Association. The Common Elements include, to the extent of the Association's interest therein, and without limitation, buildings, structures, roads, associated road improvements, cut/fill slope areas, Private Lanes, other shared rights of way, drainage ditches along roads, common parking areas, non-public right of way areas, entry signage, monuments, sheds, covered patios, common building areas, fountains, ponds, walkways, paths Trails, Ski Facilities, Golf Facilities, equestrian facilities, Club Facilities, scenic overlooks, snow mobile areas, outfitter areas, ice skating areas, picnic and boating areas, amphitheater, park and sports fields, farm/nursery/garden areas, street lights, signs, access gates, recreational areas, Open Space Areas, open space protected areas, gate plazas, landscaping and landscaping improvements, fill, ditch, storm drainage and flood control areas, culinary and nonculinary water areas, irrigation lines, diversion, dam, swales, or thing or devise which affects the natural flow or surface water or the flow of water in a natural or artificial stream, wash, drainage channel, basins, detention basins, bridges, ski bridges, ski tunnels, retaining walls, snow storage areas, fire protection facilities area, private amenities area. The Common Elements are within the Property and may be specified on Plats and in any supplemental declarations for any portion of the Property or in other separately Recorded documents identifying Common Elements or specifying an interest of the Association with respect to a portion of the Property, provided, however, that the items enumerated in this Section 2.16 shall constitute Common Elements whether or not shown as such on Plats. Common Elements shall also include any cable distribution system, other communications system or any security system operated by the Association for the benefit of Owners.

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

1.17 "County" shall mean Morgan County, Utah.

1.18 "Covenants" shall mean this Declaration.



1.19 "DRB" shall mean the Design Review Board for the Property created pursuant to Article 6 hereof.

1.20 "Declarant" shall mean Wasatch Peaks Ranch, LLC, a Delaware limited liability company, and its successors and assigns to whom Wasatch Peaks Ranch, LLC, a Delaware limited liability company assigns, in whole or in part, the rights of Declarant hereunder by an express written assignment.

1.21 "Design Guidelines" shall mean the Wasatch Peaks Ranch Design Guidelines, adopted by the Board in accordance with the Bylaws and this Declaration, as amended from time to time.

1.22 "Development Agreement" shall mean that certain Development Agreement for the "Wasatch Peaks Ranch" between Declarant and the County, a political subdivision of the State of Utah for development of the Property, Recorded on November 7, 2019, as Entry No. 149303, Book 355, Page 1235, as amended by the First Amendment to the WPR Development Agreement for Wasatch Peaks Ranch Resort Special District (RSD), Recorded on October 6, 2021, as Entry No. 158611, Book 383, Page 650.

1.23 "Golf Facilities" shall mean the golf course, clubhouse and related facilities constructed or to be constructed on the Property.

1.24 "Governing Documents" shall mean the Articles, Bylaws, this Declaration, the Design Guidelines and the Association Rules.

1.25 "Guest" shall mean any family member, tenant or invitee of an Owner, or any family member, tenant or Guest of such a person or of the Association.

1.26 "Improvement" shall mean all structures and appurtenances thereto of every type and kind, including, without limitation, buildings, out buildings, walkways, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planting, planted trees and shrubs, and related fixtures and equipment.

1.27 "Lot" shall mean any platted lot that is subject to this Declaration, whether improved or unimproved, and if improved, shall include the improvements constructed thereon. The term "Lot" shall include a condominium unit, if any, as such may be established and developed pursuant to Utah Code Ann. §§57-8-101, *et seq.* (the "Condominium Act"). Each individual townhome or lot intended for the construction thereof or other separately owned portion of a multi-family building shall be deemed to be to be a Lot.

1.28 "Manager" shall mean such person or entity retained by the Board to perform certain management functions of the Board pursuant to this Declaration of the Bylaws.

1.29 "Master Plan" shall mean the Overall Conceptual Land Use Plan, a reduced copy of which is attached hereto as Exhibit A-2 for identification purposes only, as the same may be amended from time to time. The Master Plan is attached for general reference purposes only and is not intended to set forth the final approved configuration of all elements of the Project.

1.30 "Member" shall mean the Owner of any Residential Lot and Declarant, during Period of Administrative Control, holding a membership in the Association.

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

1.32 "Mortgagee" shall mean a person or institution to whom a Mortgage is made and shall include the beneficiary of a deed of trust. The term "First Mortgagee" shall include any Mortgagee who, by virtue of the Owner's Mortgage holds a first and prior lien upon any Lot superior to the lien of any other Mortgagee.

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

1.34 "Municipal Authority" shall mean the applicable governmental entity which has jurisdiction over the Property including without limitation, the County.

1.35 "Neighborhood" shall mean one of the separate areas generally identified on the Master Plan of the Plat as a "neighborhood." Certain Lots may be assigned to and located within a Neighborhood and subject to Neighborhood Covenants including any assessments provisions contained therein. At the discretion of Declarant during the Period of Administrative Control (or the Board after the Period of Administrative Control), each Owner of a Lot within a particular Neighborhood may be required to be a member of a Neighborhood Association in addition to being a Member of the Association. The Declarant, during the Period of Administrative Control, may unilaterally amend this Declaration or any amendment to this Declaration to re-designate Neighborhood boundaries.

1.36 "Neighborhood Covenants" shall mean any additional restrictions, conditions or covenants imposed on a Lot or Owner as part of a Neighborhood Association or as part of a discrete development phase or Neighborhood developed within the Property. If the Neighborhood Covenants are more restrictive than the provisions of this Declaration, the more restrictive provision shall control. The Association shall have standing and authority to enforce any such Neighborhood Covenants.

1.37 "Neighborhood Association" shall mean a neighborhood association formed to maintain certain separate areas in a Neighborhood, within the Property.

1.38 "Nondisturbance Areas" shall mean those areas shown on a Plat or other document, some of which may be contained within an Open Space Area.

1.39 "Open Space Area" shall mean a portion of the Property that is the subject to a Use Restriction. Open Space Areas are specifically identified on Recorded Plats or Recorded Use Restrictions within the Property.

1.40 "Owner" shall mean the person, including Declarant, holding title of record to any Lot, but excluding those persons having such interest merely as security for the performance of an

obligation. For purposes of membership in the Club, membership in the Association, voting in the Association and being obligated to pay assessments levied against Lots pursuant to the terms of the Governing Documents, the term "Owner" shall refer only to Owners of Lots.

1.41 "Period of Administrative Control" shall mean the period commencing on the date of the Recording of this Declaration and ending on the earlier of: (a) one hundred twenty (120) days after the conveyance of title to the last Lot owned by the Declarant; (b) December 31, 2061; or (c) such earlier date on which the Declarant elects to terminate the Period of Administrative Control by, after giving written notice to the Association and all Owners, recording an instrument voluntarily surrendering all rights to control activities of the Association. During such Period of Administrative Control, the Declarant shall have authority to appoint or remove members of the Board, and exercise power or authority assigned to the Association under the Governing Documents.

1.42 "Person" shall mean a natural person, corporation, business trust, estate, trust, partnership, association, limited liability company, limited liability partnership, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

1.43 "Plans and Specifications" shall mean plans and specifications to be submitted to the DRB as provided in Section 6.2.

1.44 "Plat" shall mean, individually or collectively, Recorded subdivision plats, condominium plats, neighborhood plats, supplemental plats, plat amendments, and amended and restated plats.

1.45 "Private Lanes" shall mean shared driveways serving three or more Lots as shown on the Plat, that have been allowed to have alternative construction standards that differ from adopted public or private streets standards, and that shall be maintained by the Association

1.46 "Project Improvements" shall mean any improvement now or hereafter constructed in the Project and includes anything which is a structure for purposes of applicable Municipal Authority law, including but not limited to any building, structure, shed, covered patio, fountain, pool, radio or television antenna or receiving dish, tree, shrubbery, paving, curbing, landscaping, tank, fence, mailbox, sign, overnight delivery service drop boxes, any excavation or fill having a volume exceeding ten (10) cubic yards and any excavation, fill, ditch, diversion, dam, or other thing or device which affects the natural flow of surface water or the flow of water in a natural or artificial stream, wash or drainage channel.

1.47 "Property" shall mean the real property described and depicted in Exhibit A-1 attached hereto and incorporated by this reference.

1.48 "Record", "Recordation", "Recorded", and "Recording", shall mean placing or having placed an instrument of public record in the official records of the Morgan County Recorder, Morgan County, Utah. In the event the Property becomes part of a county other than the County, then these terms shall mean placing or having placed an instrument of public record in the official records of the county in which the Property is situated.

1.49 "Reserves" shall mean those reserves anticipated in Section 3.15 below.

1.50 "Residential Lot" shall mean a Lot for single-family residential use.

1.51 "RDU" shall mean a Residential Dwelling Unit as such is defined in the Development Agreement.

1.52 "Residential Lot" shall mean a Lot to be used for residential, rather than commercial purposes.

1.53 "Shared Driveway" shall mean a shared driveway that serves two Lots, and specifically excludes a Private Lane that serving three or more Lots.

1.54 "Ski Facilities" shall mean ski lifts, ski runs, ski ways, snowmaking equipment, drainage devices, landscaping and related facilities and equipment.

1.55 "Special Assessment" shall mean the charge against each Owner and the Owner's particular Lot, representing the portion of the costs to be paid by the Owner or other obligor to the Association for unbudgeted expenses in excess of those budgeted or for capital repairs or improvements as specified in Section 3.15.

1.56 "Specific Assessment" shall mean the charge against a particular Owner and the Owner's Lot, directly attributable to the Owner, equal to (i) the charge to such Owner for particular items, services, or benefits provided by the Association at such Owner's request, or (ii) the costs incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, plus interest.

1.57 "Third-Party Agreement(s)" shall mean any agreement which third parties and their successors and assigns have the right to use certain roadways and other improvements within the Property or otherwise restrict or directly affect the Property.

1.58 "Trail" shall mean walking, ski, equestrian, bicycle and/or hiking trail, snowmobile, situated on the Property.

1.59 "Undeveloped RDU" shall mean an RDU allocated in accordance with the Development Agreement to a specified portion of the Property and which has not been included in a Recorded Plat. When a Plat is Recorded, the number of Undeveloped RDUs in that Neighborhood shall be reduced by the number of Residential Lots covered by such Plat.

1.60 "Undivided Interest" shall mean the ownership interest in the Common Elements appurtenant to each Lot and can be expressed as a fraction, the numerator of which is one (1) for each particular Lot and the denominator of which is the total of all Lots designated on any and all final plats approved by the County and Recorded.

1.61 "Use Restriction" shall mean any dedication, conservation easement, open space preservation agreement or other restriction of use by which Declarant or the Association dedicates a certain portion of the Property for continued use as open space and/or for outdoor recreational uses, as the same may be amended from time to time. "Withdrawn Land" shall mean any portion of the Property withdrawn from the Declaration as referenced in Section 1.6.

## ARTICLE 2

Plan of Development

2.1 Property Subject to Declaration. Each and all of Recitals A-H are incorporated herein by this reference and made a part of this Declaration for all purposes. This Declaration is being Recorded to establish and provide a general plan for the development and use of the Property in order to protect and enhance the value and desirability of the Property as a private planned recreational community. The Property shall be developed in accordance with the Act and is not a cooperative. The Property subject to the Plat is not a condominium project as defined by the Condominium Act as amended from time to time. Notwithstanding the foregoing, Declarant may develop portions of the Property pursuant to the Condominium Act by Recording a condominium plat and declaration of condominium as to that certain portion of the Property. All rights outlined in this Declaration are subject to the County Code of Morgan County, Utah unless stated otherwise in the Development Agreement.

Declarant hereby declares that all of the Property shall at all times be owned, held, sold, conveyed, occupied, used, and enjoyed subject to the provisions of this Declaration and to the Covenants, equitable servitudes, reservations, easements, assessments, charges, and liens provided, referred to or incorporated herein, all of which shall run with the land and shall burden, benefit, and be binding upon Declarant, Association, Club, and all Owners. By acceptance of a deed or by acquiring any interest in any of the Property subject to this Declaration, each Person, for itself and its heirs, personal representatives, successors, transferees and assigns, binds itself to all the provisions, Covenants, rules and regulations now or hereafter imposed by this Declaration. In addition, each such Person by so doing acknowledges that this Declaration sets forth a general scheme for the development and use of the Property and evidences its intent that all the Covenants, rules and regulations contained in the Declaration shall run with the land and be binding on all Owners, grantees, purchasers, assignees, heirs, devisees, personal representatives, lessees, and transferees thereof. Furthermore, each such Person fully understands and acknowledges that this Declaration is mutually beneficial, prohibitive, and enforceable by the Association and all Owners.

2.2 Nature of the Property. The Property is a private planned recreational community that is intended to be developed in phases. Declarant has the right to develop the Property to include up to seven hundred fifty (750) RDUs and additional Commercial Space, subject to and consistent with the provisions of the Development Agreement. The Property shall also consist of facilities for recreational uses as determined by Declarant, the Club, and the Association. Such recreational uses include, without limitation, alpine and Nordic skiing, golfing, hunting, fishing, snowmobiling, equestrian, and hiking and biking trails.

2.3 Project Name. The Project is named "Wasatch Peaks Ranch." Notwithstanding, the name used by the Declarant, the Club, and the Association for the Project may be different than the name identified in this Declaration and on the Plat.

2.4 Right to Develop. No provision of this Declaration is intended or shall be construed to prevent or limit Declarant's rights to develop the Property and to exercise the rights reserved by Declarant herein.

2.5 Registered Agent. The registered agent of the Association shall be as provided for in entity filings of the Association.

2.6 Addition of Property. Declarant may add additional land to the Property and cause it to be developed and made part of the Property consistent with the Development Agreement and subject to this Declaration by Recording a supplemental declaration or similar instrument identifying such additional land and subjecting it to this Declaration together with a Plat for such additional property. Upon the date any such supplemental declaration is Recorded, it shall automatically supplement this Declaration and any supplements previously Recorded.

2.7 Withdrawal of Property. During the Period of Administrative Control, the Declarant shall have the right to withdraw property ("Withdrawn Property"), except as referenced herein, from the Property without the consent of any other Owner or Person (other than the Owner of such Withdrawn Property, if other than the Declarant). The land upon which Club Facilities are built may not be withdrawn unless the withdrawal is necessary to avoid negatively and adversely impacting Club members use or diminishing Club members use of the Club Facilities. The withdrawal of all or any portion of the Property shall be accomplished by the Declarant's Recording of one or more written instruments (each, a "Withdrawal Notice") that shall contain the following information for that portion of the Property that is being withdrawn:

(a) Data sufficient to identify this Declaration with respect to that portion of the Property being withdrawn.

(b) The legal description of the portion of the Property being withdrawn.

(c) A statement that such Withdrawn Property shall thereafter be free and clear of the covenants, restrictions, easements, charges, and liens set forth in this Declaration to the extent set forth in the Withdrawal Notice.

(d) Such other matters as may be necessary, desirable, or appropriate and as are not inconsistent with any limitation imposed by this Declaration.

Upon the Recordation of a Withdrawal Notice pursuant to this Section, the Withdrawn Property shall no longer be subject to any of the covenants, conditions and restrictions set forth in this Declaration to the extent set forth therein.

2.8 Association, Club, and Neighborhood Associations.

(a) Declarant has organized the Association to own, maintain and administer the Common Elements and administer and perform the other functions identified in this Declaration. The Members of the Association will consist of the Owners of Lots and Declarant.

(b) Declarant has organized the Club to own, maintain and administer the Club Facilities and administer and perform the other functions identified in this Declaration. Membership in the Club will consist only of Owners who have been invited to and approved for such membership, have completed and submitted the Club Membership Documents, and paid fees, assessments, and all other charges authorized pursuant to this Declaration and the Club Membership Documents.

(c) Declarant may create or cause to be created additional Neighborhood Associations as it deems necessary or appropriate. No Neighborhood Association shall have any authority to contradict or amend the terms of this Declaration.

2.9 Local Service Districts. In connection with the development of the Property, and in order to provide the Property with fire protection, garbage collection and disposal, construction and maintenance of rights-of-way, control or abatement of earth movement, operation of a sewage system, operation of a system for the collection, storage, retention, control, conservation, treatment, supplying distribution or reclamation of storm and flood water, and for the acquisition or assessment of a groundwater right for the development and execution of a groundwater management plan, Declarant requested, and the County approved and created, two "Local Districts" pursuant to Utah Code Ann. §§17B-1-101, *et seq.*, known as Wasatch Peaks Ranch Road & Fire District and Wasatch Peaks Ranch Utility District ("Districts"). Declarant may petition the County to approve and create additional local districts to provide other services, such as natural or propane gas facilities, lighting facilities for non-standard streetlights and other services that may be necessary to serve the Property, Club, and Association. The Districts and any such additional local districts shall be referenced herein collectively as "Local Service Districts". The Local Service Districts shall have the right and authority to levy taxes, charges and/or assessments upon owners of taxable property within the Local Service Districts. The Local Service Districts will have the power to contract, to acquire and construct facilities and to finance the cost thereof by the issuance of bonds and to establish rates and charges that enable the Local Service Districts to operate such facilities as necessary to fulfill the purposes of such Local Service Districts.

2.10 Mandatory Membership.

(a) Other than Declarant, each Owner of a Lot is required to maintain a membership in the Association.

(b) Other than Declarant, and pursuant to the provisions of the Club Documents, each Owner of a Lot is required to pursue, acquire, and maintain a membership in the Club for so long as the Club is a validly existing and operating private club serving Owners of Lots within the Property.

2.11 Right to Amend Plat. Subject to necessary approvals from any applicable municipality or governmental agency, during the Period of Administrative Control, Declarant shall have the right to amend, change, or modify the Property's RSD Zoning Ordinance, the Development Agreement, the Master Plan, and any Plats or any other regulatory or entitlement or entitlement document which governs the use of the Property.

### ARTICLE 3

#### Wasatch Peaks Ranch Homeowners Association

3.1 Duties and Powers of Association. The Association shall do such things as are within its powers and reasonably required to maintain the Property as an attractive and desirable resort community. The Association, acting through the Board, shall have the powers and duties provided in the Articles and Bylaws and such additional powers as shall be reasonable and

necessary for the Association to accomplish its purpose and fulfill its duties and obligations pursuant to the provisions of this Declaration.

3.2 Operation and Maintenance. Except to the extent any such functions are the responsibility of a Neighborhood Association, the Association shall be responsible for the operation, management, regulation, repair, replacement, and maintenance of the Common Elements and Open Space Areas. Such obligation to operate, manage, regulate, repair, replace, and maintain may, by a separate service agreement, be delegated to and assumed by one or more Local Service Districts, the Club, or other service provider in accordance with the Governing Documents. In addition, the Association may operate, manage, regulate, repair, replace, and maintain other areas and facilities within the Property as the Board may determine to be in the best interests of the Owners and the Property generally, and to the extent necessary to comply with any agreements entered between Declarant or the Association and any governmental entity. Such maintenance and operation shall include without limitation, cleaning, painting, periodic resurfacing, snow removal, sanding, salting, trash removal, speed regulation, regulation of access through the control gates, revegetation, and the placement of signs and monuments.

Without limiting the foregoing, the Association is obligated to operate, manage, regulate, maintain, repair and replace:

(a) Buildings, structures, entry signage, control gates, monuments, sheds, covered patios, fountains, ponds, streetlights, signs, and other Improvements.

(b) Roads, road shoulders and appurtenances, driveways, walkways, paths, Trails, bridges, tunnels, access gates and gate houses, common parking areas and facilities, easements and rights of way, utility corridor areas, retaining walls, and other facilities.

(c) Culinary and nonculinary water facilities and devices, wells, water lines, irrigation lines, storm drainage and water quality systems, and related equipment and facilities, specifically including all obligations to inspect, maintain, repair and replace storm water and water quality systems and facilities. Such facilities and systems include, without limitation fill, ditches, diversions, dams, any Improvement or devise which affects the natural flow or surface water or the flow of water in a natural or artificial stream, wash, drainage channels, basins, drainage devices, swales, stormwater drainage areas and conveyance facilities, and detention basins.

(d) Trees, shrubs, plants and other vegetation and all other landscaping improvements, in the Common Elements and Open Space Areas.

(e) Private Lanes and associated and adjacent Improvements on any Lots; specifically excluding Shared Driveways.

(f) Fire protection areas and equipment, Improvements, and structures.

(g) To the extent of the Association's interest therein, any Commercial Spaces or any Commercial Lots.

(h) Notwithstanding anything in this Section 3.2 to the contrary, any Neighborhood Association shall be responsible for maintenance of the property that it owns or that



its Neighborhood Covenants designate as being for the benefit of the Neighborhood Association members.

3.3 Health and Safety. To the extent not maintained by a Local Service District, the Association may provide services, at its option, for the maintenance of health and safety within the Property including, without limitation, providing facilities, services, and/or personnel for fire protection, emergency medical services, security, the collection and disposal of solid waste and refuse, and animal control.

3.4 Private Lanes. Private Lanes shall be constructed by the Declarant in conjunction with the adjoining roads and shall be maintained, repaired, and operated by the Association. The Association shall have the right to charge Specific Assessments for any and all such maintenance, repair and operational expenses.

3.5 Shared Driveways. Some Lots are accessible by Shared Driveways as depicted on the Plat ("Shared Driveway Lots"). Shared Driveways shall be constructed, maintained, repaired, and operated by the owners of Shared Driveway Lots. All construction, repair, and maintenance must be approved in writing by the Board, considering the input and advice of the DRB. There are two Shared Driveway Lots adjacent to and accessed via each Shared Driveway. One such Shared Driveway Lot is further from the main road by which the Shared Driveway is accessed ("Fee Lot"), and the second Shared Driveway Lot is closer to the main road by which the Shared Driveway is accessed ("Easement Lot").

(a) If the owner of the Fee Lot ("Fee Owner") is the first to take title to its respective Lot, then:

(i) the Fee Owner shall bear the full cost of constructing and improving the Shared Driveway and shall have no right or claim whatsoever to recoup any such costs from the owner of the Easement Lot ("Easement Owner");

(ii) the deed conveying the Fee Lot from Declarant to the Fee Owner shall include a reservation of easement over that portion of the Shared Driveway serving the Easement Lot, which easement shall burden the Fee Lot and benefit the Easement Lot in perpetuity for the purpose of providing access for ingress and egress to the Easement Lot; and

(iii) the deed conveying the Easement Lot from Declarant to the Easement Owner shall include the easement described in 3.5(a)(ii).

(b) If the Easement Owner is the first to take title to its respective Lot, then:

(i) the Easement Owner shall bear the cost of constructing and improving the Shared Driveway only as to that portion necessary to serve and access the Easement Lot and shall have no right or claim whatsoever to recoup any such costs from the Fee Owner;

(ii) the Fee Owner shall bear the cost of extending the Shared Driveway to serve and access the Fee Lot; and

(iii) the deed conveying the Easement Lot from Declarant to the Easement Owner shall include a grant of easement over that portion of the Shared Driveway serving the Easement Owner Lot, which easement shall burden the Fee Lot and benefit the Easement Lot in perpetuity for the purpose of providing access for ingress and egress to the Easement Lot; and

(iv) the deed conveying the Fee Lot from Declarant to the Fee Owner shall note the existence of the easement described in 3.5(b)(iii).

(c) Maintenance, repair, and operation of the Shared Driveway shall be negotiated and arranged privately between the Fee Owner and the Easement Owner. In the event the Fee Owner, the Easement Owner, or both fail to repair, maintain, and operate the Shared Driveway in a manner consistent with the appearance and maintenance standards of the Project, the Association has the right, without obligation, to repair, maintain, and operate any such Shared Driveway. To the extent the Association exercises such right, it shall charge Specific Assessments against the respective Fee Lot and Easement Lot for any and all expenses arising from or associated with the maintenance, repair and operation of the Shared Driveway.

3.6 Administration and Enforcement. The Association shall have the power to:

(a) Grant easements or rights-of-way required by utilities to serve the Property, or as may be required by (and subject to) the provisions of the Development Agreement.

(b) Employ or contract with a Local Service District, the Club, a Manager, or any combination of the same to perform all or any part of the duties and responsibilities of the Association.

(c) Delegate its powers to committees, officers, and employees.

(d) Take such actions as may reasonably be necessary or desirable to enforce the terms and provisions of the Governing Documents, including, without limitation, the power to:

(i) After thirty (30) days' written notice, or shorter notice as may be reasonable in the event of an emergency, without being liable to any Owner, enter upon any Lot, for the purpose of enforcing by peaceful means the provisions of the Governing Documents, or for the purpose of maintaining or repairing any such Lot as the Association may determine in its reasonable discretion if for any reason whatsoever the Owner thereof or other responsible Person fails to maintain or repair any such Lot as required by the Governing Documents.

(ii) After ten (10) days written notice, or shorter notice as may be reasonable in the event of an emergency without being liable to any Owner, enter upon any Lot or Neighborhood common area, for the purpose of removing any fire hazard on any Lot or common area that the Owner or other responsible Person refuses to remove immediately.

(iii) After thirty (30) days' written notice, without being liable to any Owner or Neighborhood Association, use any deposits made by or on behalf of any Owner pursuant to the Governing Documents, to offset any unpaid Assessment, charges or fees.

(e) Take such actions as may reasonably be necessary or desirable to comply with and enforce, to the extent applicable to the Association, the terms and provisions of the Development Agreement, the Third-Party Agreements, and the Use Restrictions.

(f) Contract with such Persons as the Association may reasonably determine to be necessary or desirable to effectuate the purposes of this Declaration, including, without limitation, contractors to operate a shuttle or other transportation system within the Project, contractors to provide security services, and the like.

(g) Own and maintain Common Elements and Open Space Areas, and grant and impose restrictive covenants, conditions, restrictions, recreational and Trail easements and conservation easements with respect to Common Elements and Open Space Areas.

3.7 Insurance. The Association shall maintain such policy or policies of liability and hazard insurance with respect to the Common Elements and personal property owned by the Association as provided herein.

3.8 Rules and Design Guidelines. The Association shall adopt and may from time to time amend the Association Rules and Design Guidelines for the Property in order to effectuate this Declaration and the purposes of the Property.

3.9 Transportation. To the extent not provided by the Club, the Association may provide facilities, services, and/or personnel for the operation of shuttle and other transportation to, from, and within the Property.

3.10 Recreation. To the extent not provided by the Club, the Association may provide, operate, and maintain recreational facilities and programs for Owners and Guests including, without limitation, clubhouses, spa facilities, the Trails, the Ski Facilities, the Golf Facilities, the Equestrian Facilities, and other recreational amenities.

3.11 Telecommunications Systems and Access. The Association may provide or may enter into a service agreement with a third party to provide security systems and monitoring services, satellite and cable television facilities and services, other telecommunications systems and access to communications programming within the Property, including internet access via cable or telephone facilities, other audio or video program services, and other telecommunications devices.

### 3.12 Membership in the Association.

(a) Membership Classes. Every Owner of a Lot in the Property shall be a Class A Member of the Association. Declarant shall be a Class B Member in the Association for so long as it holds any Undeveloped RDUs.

(b) Class A Membership Appurtenant. A Class A membership in the Association shall be appurtenant to and may not be separated from the fee ownership of each respective Lot. Ownership of a Lot shall be the sole qualification for Class A membership in the Association.

(c) Transfer of Class A Membership. The Class A membership held by any Owner of a Lot shall not be transferred, pledged, conveyed, or alienated in any way, except upon transfer of ownership of an Owner's Lot, and then, only to the transferee of ownership of the Lot. A transfer of ownership of a Lot may be effected by deed, intestate succession, testamentary disposition, foreclosure or such other legal process as is now in effect or as may hereafter be established under or pursuant to applicable law. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership of a Lot shall operate to transfer the Class A membership appurtenant to said Lot to the new Owner thereof. Each purchaser shall notify the Association of its purchase of a Lot.

(d) Class B Membership. The Class B membership shall cease and be converted to Class A membership on expiration or termination of the Period of Administrative Control.

3.13 Voting Classes. The two classes of membership in the Association shall be entitled to the following voting rights:

(a) Class A. Every Class A Member shall be entitled to one (1) vote with respect to each Lot owned by that Owner. To the extent any two Lots are combined in accordance with all state and local laws and regulations, the Development Agreement, and the Governing Documents, such combined lots shall be considered a single Lot for all purposes including voting rights.

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

(b) Class B. The Class B Member shall be entitled to three (3) votes for each Lot and Undeveloped RDU held by Declarant. In the event Declarant sells all or a portion of a Neighborhood to a developer for the development of Lots for sale to third-party purchasers or enters into a joint venture arrangement with a developer for such purpose, Declarant shall be entitled to exercise all voting rights associated with such Neighborhood until Lots developed thereon have been sold to third-party purchasers. With respect to Undeveloped RDUs, upon Recording of a Plat creating one or more individual Lots, the voting rights associated with such Undeveloped RDUs shall become voting rights associated with the Lots so created. Following termination of Declarant's Class B membership, all Class B memberships and all Class B votes

shall cease to exist, and the Association shall be deemed to have a single class of Members and votes.

3.14 Voting. Unless a greater than simple majority of the membership is specified as being required in the Act or the Governing Documents or unless any decision is specified in the Act or Governing Documents as requiring the approvals of a particular class of members, any issue put to a vote at a duly called meeting of the Members at which a quorum is present shall be decided by a simple majority of total votes of the Association represented in person or by valid proxy at such meeting. In the event any provision of the Act or the Governing Documents require the approval of a particular class of membership of the Association, it shall be deemed to require a simple majority of all votes of the class present in person or by proxy at a meeting of the Members at which a quorum of the class is present.

3.15 Notice and Quorum. Notice of any meeting called for the purpose of taking any action by the Members shall be in writing unless oral notice is reasonable under the circumstances. Notice may be communicated in person, by telephone, by voice message, by electronic transmission (including without limitation email, text message, or the Declarant's or Association's website), or by mail or private carrier. Notice shall be served not less than ten (10) days, nor more than sixty (60) days, in advance of the meeting. During the Period of Administrative Control, a quorum shall be those Members present in person or by proxy. Thereafter, the presence of the Members or of duly appointed proxies entitled to cast twenty-five percent (25%) or more of all votes of the Association (or all votes of a particular class of membership, if applicable) eligible to be cast at said meeting shall constitute a quorum as to all members (or that class of membership). If the required quorum is not present, the Members who are present, either in person or by proxy, may adjourn the meeting and reconvene it at a time not less than five (5) days nor more than thirty (30) days following the time the original meeting was called. Such adjourned meetings may be held without further notice if the date, time, and place the meeting is to be reconvened is announced at the meeting at which such adjournment is taken. The required quorum at the adjourned meeting shall be the Members that are present in person or by duly authorized proxy at such adjourned meeting. No such subsequent meeting shall be held more than thirty (30) days following the originally noticed meeting.

3.16 Assessments and Reinvestment Fee. The Association shall have the right to levy and collect Common Assessments, Specific Assessments, and Special Assessments as provided in this Section.

(a) Common Assessments.

(i) Purpose of Common Assessments. The Common Assessments levied by the Association shall be used (i) for the payment of all estimated expenses connected with the operation of the Association to promote the common health, safety, benefit, recreation and welfare of the Owners, (ii) to meet any obligations imposed on, incurred or assumed by the Association, and (iii) to cover costs, including overhead and administrative costs for the operation of the Association and the operation, management, maintenance, repair, and replacement of the Common Elements. Such costs may include, without limitation, expenses of snow removal, taxes, premiums for all insurance that the Association is required or permitted to maintain pursuant hereto, repairs and maintenance, wages for Association employees, consideration for service

agreements with Local Service Districts, compensation of a Manager, legal and accounting fees, the establishment of adequate Reserves, surplus and/or sinking funds, capital items and other purposes, and any other expenses and liabilities that may be incurred by the Association for the benefit of the Owners. Common Assessments shall be levied against each Lot and the Owner thereof and shall be payable in such manner and at such times, including monthly or quarterly installments, as the Board may determine.

(ii) Basis of Common Assessments. The total Common Assessments shall be determined on the basis of a fiscal year beginning January 1 and ending December 31 next following, provided the first fiscal year shall begin on the date of Declaration, and end on December 31 of that year. On or before November 1 of each year thereafter, the Board shall prepare and furnish to each Owner, or cause to be prepared and furnished to each Owner, an operating budget for the upcoming fiscal year which has been duly adopted by the Board (the "Adopted Budget"). The Adopted Budget shall itemize the estimated Common Expenses for such fiscal year, anticipated receipts (if any) and any deficit or surplus from the prior operating fiscal year. The Adopted Budget shall serve as the supporting document for the Common Assessments for the upcoming fiscal year and as the major guideline under which the Property shall be operated during such fiscal year. The Board shall present the Adopted Budget to Members at a meeting of the Members. No vote shall be required to approve the Adopted Budget, but the Adopted Budget may be disapproved by a vote of Association Members holding at least fifty-one percent (51 %) of all the allocated voting interests of the Owners taken at a special meeting of Members held (a) for the purpose of holding a vote to disapprove the Adopted Budget; and (b) within forty-five (45) days of the date of the meeting at which the Board presented the Adopted Budget to the Owners; provided, however, that during the Period of Administrative Control, the Association Members may not disapprove an Adopted Budget.

(iii) Reserves. Common Assessments may include reasonable amounts as determined by the Board collected as Reserves for the future periodic maintenance, repair and replacement of all or a portion of the Common Elements, or for any other purpose as determined by the Board. All amounts collected as Reserves, whether pursuant to this Section or otherwise, shall be deposited by the Board in a separate bank account to be held in trust for the purposes for which they are collected. Said amounts shall be segregated from and not commingled with any other funds of the Association. Such Reserves shall be deemed a contribution to the capital account of the Association by the Members. Upon the initial sale of a Lot by Declarant, the purchaser thereof shall pay a Reinvestment Fee as defined in Section 3.15(d) (below) to the Association.

(b) Specific Assessments. Specific Assessments levied by the Association shall be levied against a particular Lot and the Owner thereof, when applicable and may be levied against a Neighborhood Association or within a particular Neighborhood Association, as to a particular Lot Owner. Specific Assessments may cover costs, including overhead and administrative costs, attorneys' fees for the following, and may be levied at any time during the calendar year by the Association for:

(i) Providing particular services, items, or benefits to a Lot at the request of the Owner thereof pursuant to a list of special services that the Board may authorize from time to time including, without limitation, snow removal, landscape maintenance, and

handyman services, and which assessments may be levied in advance of providing such special services.

(ii) Enforcing any provision of the Articles, Bylaws, this Declaration, any or the Design Guidelines against the Owner, or of bringing any Lot into compliance with such requirements.

(iii) Maintenance, repairs, or replacements of or within the Common Elements arising out of or caused by the willful or negligent act or commission of an Owner or the Owner's Guests.

(c) Purpose of Special Assessments. Special Assessments shall be levied from time to time to cover unbudgeted expenses in excess of those budgeted and for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement of or upon the Common Elements, including fixtures and personal property related thereto; provided, however, that any Special Assessment in excess of Two Hundred Fifty Thousand Dollars and 00/100 (\$250,000.00) in the aggregate (not specific to a particular Lot) shall require the affirmative vote or written consent of a majority of Members. Special Assessments shall be levied against each Lot and the Owner thereof and shall be payable in such manner and at such times, including installments over time, as the Board may determine.

(d) Reinvestment Fee. Each purchaser of a Lot shall pay to the Association at closing on the sale of such Lot a reinvestment fee ("Reinvestment Fee"). The Reinvestment Fee is due immediately upon becoming the Owner of the Lot and in such amount as established from time to time by Declarant or the Board. The Reinvestment Fee is dedicated to benefitting the Project, including payment for: (a) common planning, facilities, and infrastructure; (b) obligations arising from environmental covenants; (c) community programming; (d) open space; (e) amenities; (f) charitable purposes; or (h) Association expenses, including to reimburse the Association for costs incurred by the Association in connection with the transfer of title to such Owner and for the payment of Common Expenses and Reserves, as the Board may determine in its sole and subjective discretion. The Reinvestment Fee shall not exceed 0.5% of the total purchase price of the Lot. Declarant or the Board shall have the right to collect and enforce the payment of the reinvestment fee in the same manner as enforcement and collection of delinquent Assessments as further described in this Declaration. In the event that the Reinvestment Fee is not paid at closing to the Association, then Declarant or the Board shall have the right to impose a charge against the Owner of the Lot in an amount as determined by the Board from time to time in its sole and subjective discretion.

(i) Notwithstanding the Reinvestment Fee then established and in effect, the Reinvestment Fee for the following transfers requires only the payment of the Association's costs directly related to the transfer of the burdened property, not to exceed \$250.00: (a) an involuntary transfer; (b) a transfer that results from a court order; (c) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity; (d) transfer or charge of interest due to death, whether provided in a will, trust, or decree of distribution; (e) the creation of any Mortgage; (f) in connection with any foreclosure of a first Mortgage; (g) the exercise of a power of sale available under a first Mortgage; (h) the taking of a deed or assignment in lieu of a foreclosure by a first

Mortgage; (i) the conveyance by a First Mortgagee of a deed in respect of a Lot, or part thereof or interest therein, to a grantee if such first Mortgagee shall have obtained title to such Lot, or part thereof or interest therein; or (j) any other transaction for which the payment of a Reinvestment Fee is limited pursuant to applicable law.

(ii) Notwithstanding anything herein to the contrary, the Reinvestment Fee shall not apply to any transfer, sale or conveyance (a) between Declarant and an affiliate or assignee of Declarant; or (b) of ten (10) or more Lots from the Declarant to a bulk-purchaser.

(iii) For purposes of this Section 3.15(d), a "transfer" means, whether in one (1) transaction or in a series of related transactions, any sale, conveyance, assignment, lease, or other transfer of any beneficial ownership of or interest in any Lot, including but not limited to: (a) the conveyance of fee simple title to any Lot; (b) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly or indirectly, owns one or more Lot; or (c) the transfer of more than fifty percent (50%) of the interest in net profits or net losses of any partnership, joint venture or other entity which, directly or indirectly, owns one (1) or more Lot.

(iv) A separate notice of the Reinvestment Fee required by this Section 3.15(d) has been or shall be recorded.

3.17 Uniform Percentage. All Common Assessments and Special Assessments shall be fixed at a uniform rate for all Lots and shall be in an amount sufficient to meet the expected needs of the Association.

3.18 Creation of the Lien and Personal Obligation of Assessments. Each Owner, except for Declarant during the Period of Administrative Control, of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association all Common Assessments, Specific Assessments, Special Assessments, and fines levied as provided herein, and each such assessment or fine together with interest, costs (which include all costs and are not limited by those costs that may be awarded under the Utah Rules of Civil Procedure) and reasonable attorneys' fees for the collection thereof, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Pursuant to Utah Code Ann. §57-8a-208, the Association may impose a fine for violation of this Declaration and the Association Rules, as provided in the Governing Documents. The Association has a lien on each Lot for all fines imposed against an Owner by the Association. An Owner may appeal a fine as provided in Utah Code Ann. §57-8a-208(5). The Association may, but need not, Record a notice of lien on a Lot. Each such assessment or fine, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. If a Lot is purchased by or transferred to a corporation, trust, limited liability company, partnership or other entity, at least one financially responsible individual who is a shareholder, member or partner of such entity, shall sign and deliver to the Board a personal guarantee in a form approved by the Board and agree to guaranty payment of all assessments against such Lot, as well as any other financial obligation of the Owner arising from the Declaration, Bylaws or Rules of the Association, provided however, that this does not apply to any Lot presently held by Declarant until the next transfer of such Lot.



3.19 Adjustment of Assessments. All assessments shall be adjusted to accurately reflect the respective Undivided Interest appurtenant to each Lot. In the event that a Plat is revised, or new Plat is filed, approved and Recorded, the Board shall adjust assessments in accordance with the adjusted Undivided Interest appurtenant to each Lot.

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

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

3.22 Single Lot Resulting from Merger or Combination. Whenever two or more adjacent Lots of an Owner are combined, then the resulting combined new Lot shall be considered a single Lot for all purposes. Accordingly, each such combined Lot shall have one Class A membership appurtenant thereto, and an Undivided Interest equal to that of each other Lot in the Property.

3.23 Date of Commencement of Assessments. Common and Special Assessments shall not be assessed against Lots owned by Declarant or a joint venture of which Declarant is a member until Declarant, or such joint venture, has sold such Lots to third-party purchasers. Common and Special Assessments shall commence as to all other Lots (i) on the first day of the month following the first conveyance of Open Space Areas or other Common Elements to the Association or (ii) on the first day of the month following the day that is 180 days after the Recording of the first Plat, whichever of (i) or (ii) occurs first. The first Common Assessment shall be adjusted according to the number of months remaining in the fiscal year of the Association. In the event the amount budgeted to meet Common Expenses for the then-current fiscal year proves to be excessive in light of the actual Common Expense, the Board in its discretion may either reduce the amount of Common Assessments or may abate collection of Common Assessments as it deems appropriate. Nothing in this Section shall require the Board either to abate or reduce the amount of Common Assessments.

3.24 Declarant's Subsidy. At the election of the Declarant, and upon the Declarant executing and delivering to the Association a written subsidy agreement, the Declarant shall have the right to subsidize the Association. During the Period of Administrative Control, no Common or Special Assessments shall be levied against Lots owned by the Declarant. In lieu of paying such assessments, the Declarant shall subsidize the Association for the amount by which the cost of operating and administering the Association exceeds the total amount of Common and Special Assessments levied against Lots owned by Owners other than the Declarant. The subsidy may be in the form of cash or in the form of "in-kind" contributions of goods or services, or in any combination of the foregoing, and any subsidies made by Declarant in the form of "in-kind" contributions of goods or services shall be valued at the fair market value of the goods or services contributed. Declarant shall make payments or contributions in respect of its subsidy obligations

under this Section at such times as the Board may reasonably request from time to time (but shall not be required to make such payments or contributions more often than monthly). At the end of each fiscal year of the Association, either: (a) Declarant shall pay or contribute to the Association such additional funds, goods or services (or any combination thereof) as may be necessary, when added to all other funds, goods and services paid or contributed by Declarant during such fiscal year, to satisfy in full Declarant's subsidy obligations under this Section for such fiscal year; or (b) the Association shall pay to Declarant or credit against Declarant's subsidy obligation for the immediately following fiscal year, as Declarant may elect, the amount, if any, by which the total of all payments or contributions paid or made by Declarant during such fiscal year exceeded the total subsidy obligation of Declarant for such fiscal year under this Section.

3.25 Reports to Members. The Board shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for each calendar year and shall cause to be distributed a copy of each such statement to each Member. The Board shall prepare and distribute to the membership of the Association at the time of delivery of notice of each proposed Common Assessment pursuant to Section 3.17, a written, itemized estimate of the expenses to be incurred by the Association during such year in performing its functions under this Declaration, less any expected income and accounting for any surplus from the prior year's assessments.

3.26 Non-Payment of Assessments: Remedies of the Association. Any installment of a Common Assessment, Specific Assessment, or Special Assessment, not paid within thirty (30) days after the due date shall bear interest from the due date of such installment to the date paid at the rate of eighteen percent (18%) per annum. If any installment of an assessment is not paid within thirty (30) days after it is due, the Owner responsible therefor may be required further by the Board to pay a late charge of Fifty Dollars (\$50.00) or five percent (5%) of the amount of the delinquent installment, whichever is greater. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or by abandonment of the Owner's Lot.

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

(b) Foreclosure Sale. The Association shall have all rights of foreclosure granted by the Act, both judicially and non-judicially. Declarant hereby conveys and warrants pursuant to Utah Code Ann. §§57-1-20 and 57-8a-302 to a title company, the selection of which is reserved to the Declarant's discretion with power of sale, each Lot and all improvements to the

Lot the purpose of securing payment of Assessments under the terms of this Declaration. The Association may appoint a qualified successor trustee by executing and Recording a substitution of trustee form. The Association, through duly authorized agents, shall have the power to bid at any foreclosure sale.

(c) Curing of Default. Upon the timely curing of any default for which a Notice of Default was filed by the Association, the officers of the Association shall Record an appropriate Release of Lien, upon payment by the defaulting Owner of a fee, to be determined by the Association to cover the cost of preparing and Recording such release.

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

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

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

- (a) Easements, conditions and reservations set forth in this Declaration or any Plat;
- (b) Liens for taxes and assessments;
- (c) The terms of other easements and reservations in Declarant's chain of title, excluding financial liens; and
- (d) Declarant may delay, in whole or in part, the conveyance of the title or assignment or rights until after the Recording of a Plat or Plats.

3.28 Taxes on Common Elements. Taxes or assessments levied or assessed against or upon the Common Elements shall be paid by the Association and shall constitute a portion of Common Expenses. Each Owner shall execute such instruments and take such action as may be reasonably specified by the Association to obtain separate real estate tax assessments on the Owner's Lot.

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

(a) Each and every Owner hereby irrevocably constitutes and appoints the Association as such Owner's true and lawful attorney-in-fact in such Owner's name, place, and stead for the purpose of dealing with the Project Improvements on the Common Elements upon damage or destruction as provided in this Section 3.28. Acceptance by any grantee of a Deed or other instrument of conveyance from Declarant or from any Owner shall constitute appointment of the attorney-in-fact as herein provided. As attorney-in-fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner that may be necessary or appropriate to exercise the powers granted to the Association as attorney-in-fact. All proceeds from the insurance required hereunder shall be payable to the Association except as otherwise provided in this Association.

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

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

(d) If Members representing at least seventy-five percent (75%) of the votes of each class of Members in the Association and fifty-one percent (51%) of the Mortgagees (based upon one vote for each Mortgage owned) of the Lots vote not to repair and reconstruct and no alternative Project Improvements are authorized, then and in that event the affected portion of the Common Elements shall be restored to their natural state and maintained as an undeveloped portion of the Common Elements by the Association in a neat and attractive condition, and any remaining insurance proceeds shall be distributed to the Association or as otherwise required under the Act.

(e) The Association shall give timely written notice to any holder of any First Mortgagee on a Lot who requests such notice in writing in the event of substantial damage to or destruction of a material part of the Common Elements.

3.30 Neighborhood Associations. Each Neighborhood Association shall be responsible for administering and enforcing the Neighborhood Covenants, if any, applicable to its respective Neighborhood. Each Neighborhood Association shall be responsible to make provisions for completing all maintenance, repair and replacement obligations as set forth in that Neighborhood Covenants in manner consistent with the Governing Documents and with community-wide standards. Notwithstanding the foregoing, in the event that a Neighborhood Association fails to meet some or all of its responsibilities, the Association, in its discretion, may assume such responsibilities, the costs for which shall be an expense of said Neighborhood Association.

ARTICLE 4

Easements and Third-Party Rights

4.1 Easements for the Benefit of Owners. Subject to the rights and easements granted to the Declarant in this Declaration each Owner and the Owner's Guests shall have the following non-exclusive rights and easements:

(a) Common Elements. The non-exclusive right and easement of enjoyment in, to and over the Common Elements, which right and easement shall be appurtenant to and shall pass with the title to each Lot, subject to the provisions of this Declaration including, without limitation, the following:

(i) Except as otherwise provided in this Declaration, no dedication, transfer, mortgage or encumbrance of all or any portion of the Common Elements shall be effective unless approved by Owners representing sixty-seven percent (67%) of the total votes of the Association. Notwithstanding the preceding sentence or any other provision of this Declaration to the contrary, the Association shall have the right, without the consent of the Owners or any other Person (except the Declarant, whose consent shall be required so long as the Declarant owns any part of the Property), to dedicate portions of the Common Elements to the public, or grant easements over, under or through portions of the Common Elements to the public, to any municipal or other governmental agency or entity, or to any public, quasi-public or private utility company, for use as right-of-way, for utilities, for public landscape purposes and the like, as may be required or requested by the County or other governmental agency or entity having jurisdiction, or by a public, quasi-public or private utility company, in connection with or at the time of the development of portions of the Property.

(ii) The Association's right to regulate the use of the Common Elements through the Association Rules and to prohibit access to such portions of the Common Elements, such as landscaped right-of-ways, not intended for use by Owners, lessees or other occupants.

(iii) The rights of third persons under easements and instruments of record and any Third-Party Agreements.

(iv) The covenants, restrictions, and requirements of the Use Restrictions.

(v) The obligations and requirements of the Development Agreement.

(vi) The right of the Association to suspend the voting rights and rights to use the Common Elements, except for ingress and egress to the Owner's Lot, by an Owner for any period during which the Association has revoked a Member's membership in the Association.

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

(viii) The right of the Declarant and the Association to grant easements or licenses to other Persons for the construction of Improvements on the Common Elements, and the

Declarant and the Association shall each have the right to grant ingress and egress easements over the roads in the Property to Persons who are not Members of the Association.

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

(x) The right of the Declarant and the Association to convey certain portions of the Common Elements to Owners of adjoining Lots in connection with the correction or adjustment of any boundary between Common Elements and any one or more adjoining Lots.

(xi) If a Lot is leased or rented by its Owner, the occupants of such Lot shall have the right to use the Common Elements during the term of the lease, and the Owner of such Lot shall have no right to use the Common Elements until the termination or expiration of such lease.

(b) Access Easements. Declarant's access to the Property is via certain easements, leases, licenses, or any combination of the same ("Access Instruments"). Subject to the terms of the Access Instruments each Owner and the Owner's Guests shall have the right of vehicular ingress and egress over and across the same for the purpose of accessing the Property.

(c) Maintenance Easements. The non-exclusive right and easement in, to and over all portions of every Lot residing outside of the building envelope designated on the Plats, and over the Common Elements, for the reasonably necessary access rights for (a) the installation, maintenance and repair of utilities and services, (b) drainage over, across and upon adjacent Lots for water from normal use of adjoining Lots, (c) access and use of recreational areas, and (d) the construction, maintenance and repair of earth walls, slopes, retaining walls and other supports.

(d) Ingress and Egress. There are hereby created easements for ingress and egress for pedestrian traffic over, through and across sidewalks, paths, walks, lanes, and roads that from time to time may exist upon the Common Elements. Such easements shall run in favor of and be for the benefit of the Owners of the Lots and their Guests.

4.2 Easement for Emergency Service Providers. There is hereby created an easement upon, across and over the Common Elements and all private streets, private roadways, private driveways and private parking areas within the Property for vehicular and pedestrian ingress and egress for city, county, state and federal emergency service providers, including without limitation police, fire, medical and other emergency vehicles and personnel.

4.3 Easements Reserved by Declarant. Declarant hereby reserves for the benefit of Declarant the following rights and easements.

(a) Construction Easement. The non-exclusive right and easement in, to and over all portions of the Property, whether Common Elements, Commercial Spaces, or all portions of every Lot residing outside of the building envelope designated on the Plats to construct, maintain, repair and replace any Improvements necessary or required for the full development of the Property.

(b) Utility, Maintenance, and Transportation Easements. The non-exclusive right and easement over all portions of the Property for the creation of perpetual utility, maintenance, transportation, and other easements, leases, permits or licenses on, over, upon, across, above, under and through the roads and Common Elements for uses including, but not limited to, ingress and egress, mountain access roads and other limited access road, paths, ski ways, sidewalks and trails; Trails, any facilities necessary or useful for transit purposes, including means of transportation to, from and within the Property, recreational facilities uses, ski facilities; Golf Facilities; Club Facilities, shuttle stops and related structures and signage; mailbox structures; gardens, sprinkler systems and other landscaping changes, improvements and appurtenances (including without limitation, removal of trees and other vegetation subject to any necessary governmental approvals); maintenance of open space and protected areas, ponds and water tanks; drainage facilities; monuments; recreational areas and facilities; parking areas; ducts, shafts and flues; conduit installation areas; storage facilities for supplies and equipment; earth walls and other road and ski way supports; lighting; signage; maintenance of fire protection facilities, maintenance of utility corridors, maintenance of storm drainage and flood control structures and improvements, other facility areas, culinary and nonculinary areas, irrigation lines, and sanitary facility areas.

(c) Landscaping and Drainage Easements. A non-exclusive right and easement across Lots except the portions thereof occupied by Improvements, and within all Common Elements to perform the following:

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

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

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

(iv) to manage, maintain, repair and replace sustainable infrastructure such as bioretention and rain gardens to promote reduction in surface water drainage and to promote infiltration of stormwater;

(v) to preserve, improve, maintain, restore and revegetate natural and man-made storm drainage ways across Lots, including the building areas of Lots that include drainage ways, and to convey water in those drainage ways;

(vi) to maintain a defensible space, a minimum of which shall be 30 feet adjacent from all structures, or any lesser distance as permitted under the Development Agreement, to reduce the possibility and intensity of wildfire, reduce the rate of fire spread and provide increased safety for emergency fire equipment;

(vii) to preserve, improve, maintain, restore and revegetate Open Spaces, in compliance with the Development Agreement; and

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

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

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

(d) Easements Over Lots. The non-exclusive right and easement over all portions of Lots located outside of the building envelope designated on the Plats, and over the Common Elements, including any necessary access rights for the installation, maintenance and repair of utilities and services whether publicly or privately supplied, for drainage over, across and upon adjacent Lots and Units for water from normal use of adjoining Lots, for the installation and maintenance of recreational areas, for the construction, maintenance and repair of earth walls, slopes, retaining walls and other Common Element supports, and for installation, maintenance and repair of other Common Elements structures and improvements.

(e) Easements for Offices. Declarant hereby reserves the right to maintain sales offices, management offices, development offices, signs advertising the Property and models in any areas of the Property owned by Declarant and within the Common Elements. Declarant may relocate sales offices, management offices, development offices and models to other locations within the Property at any time.

(f) Creation of Additional Rights and Easements. The right over all portions of the Property in which Declarant owns any easement rights to create other interests, reservations, exceptions and exclusions for the best interest of the Association and for the benefit of any Owner or all Owners; provided that any such action taken and any easement, lease, permit or license, interest, reservation, exception or exclusion established does not substantially impair the use of the Common Elements or the building envelopes of Lots designated on the Plat for their respective intended purposes.

4.4 Easements for Benefit of Association. Declarant hereby grants to the Association, its licensees, invitees, lessees, successors, and assigns, a non-exclusive, perpetual easement on, over, upon, across, above, under and through the Property and each portion thereof to (i) place, install, access, operate, maintain, repair, and replace geological monitoring stations and hydrological monitoring stations; (ii) exercise any right held by the Association under this Declaration or any other Association documents, and (iii) perform any obligation imposed upon the Association by this Declaration or any other of the Governing Documents. Notwithstanding the foregoing, the Association shall not enter upon any Lot without reasonable prior notice of the Owner of the Lot, except in cases of emergency.



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

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

(b) Easements/Licenses for Parking. Temporary guest or recreational parking shall be permitted within the Common Elements only within spaces and areas clearly marked for this purpose. Spaces shall be shown by signs or markings on the paved area. The Association is hereby empowered to establish "parking" and "no parking" areas within the Common Elements, as well as to enforce these parking limitations by all means lawful for such enforcement including the removal of any violating vehicle by those so empowered.

(c) Easement for Encroachments. In the event that, by reason of the construction, reconstruction, settlement or shifting of any part of a Lot or Improvement, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Lot or any part of any Lot or Improvement encroaches or shall hereafter encroach upon any part of the Common Elements or any other Lot, valid easements for such encroachment and the maintenance of such encroachment are hereby established and shall exist for the benefit of such Lot Owner or owner of the Common Elements, as the case may be; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Owner or in favor of the owners of the Common Elements if such encroachment occurred due to the willful conduct of such Owners occurring after the date on which this Declaration is Recorded.

(d) Cable Television/Data Lines. Declarant hereby reserves easements in, upon, over, across and through the Property for the installation of a cable television antenna system and data lines (for wireless internet connection), together with the right to cause the Association to own all improvements, facilities and equipment thereof including but not limited to any building therefor, equipment therein, pipes, cables, lines and conduits therefore, and any antenna therefor mounted on or in the vicinity of such building (including dish-antenna), and also together with the right to grant and transfer such easements; provided, however, such easements shall not unreasonably interfere with the use and enjoyment by the Members of, or ingress to or egress from or access to, their Lots or the Common Elements.

4.6 Nature of and Creation of Easements. Unless otherwise set forth herein, any easement reserved in this Declaration shall be deemed to be non-exclusive, and each easement in favor of an Owner shall be deemed to be appurtenant to and for the benefit of the Lot owned by such Owner and shall run with the land. Any and all easements reserved in this Declaration shall be deemed to be in full force and effect upon Recordation of this Declaration whether or not referred to, reserved and/or granted in any instrument of conveyance. The Board shall have the right to relocate and/or reconfigure any and all easements granted pursuant to this Declaration from time to time as it sees fit without the consent of any Owners (but subject to any necessary approvals of the County or any other governmental body or agency having jurisdiction thereover including in particular, but without limitation, the easement granted herein for police, fire, medical and other emergency vehicles and personnel).

## ARTICLE 5

Owners' Property Rights and Obligations

5.1 Maintenance Obligations of Owners. Subject to the duty of the Association to provide for maintenance as provided herein, it shall be the duty of each Owner, at the Owner's sole cost and expense, subject to the provisions of the Governing Documents and any Neighborhood Covenants, to maintain, repair, replace and restore the Owner's Lot and Improvements thereon in a neat, sanitary and attractive condition. In the event that any Owner shall permit any Improvement that it is the responsibility of such Owner to maintain to fall into disrepair or not to be so maintained so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration, the Board shall have the right, but not the duty, upon thirty (30) days' prior written notice to the Owner of such Lot (which notice shall not be required in the case of an emergency as deemed by the Board in its reasonable and sole discretion), to correct such conditions and to enter upon such Owner's Lot to make such repairs or to perform such maintenance and the cost thereof shall be charged to the Owner. Said cost shall be a Specific Assessment and shall create a lien enforceable in the same manner as other assessments as set forth in this Declaration.

## ARTICLE 6

Design Control

6.1 DRB. The DRB shall consist of the number of members determined at the sole discretion of the Board. The term of office shall be two (2) years commencing July 1 of each year. Initially and until otherwise determined in accordance with the Governing Documents, the DRB shall consist of a chair and two other members selected annually by the Board. In addition to those three members, the DRB shall have three additional professional "advisory" members: an architect, a landscape architect and a civil engineer. These professional members shall be jointly nominated and selected by the Board but do not cast a vote. The DRB shall have and exercise all of the powers, duties and responsibilities set out in this Declaration. The DRB shall meet on such schedules as may be established by the Chairman of the DRB. A majority of its voting Members shall constitute a quorum and the majority vote of a quorum present at the meeting shall be sufficient to approve any action. Meetings may occur telephonically, in person, through video conference. Actions may be approved without a meeting by the unanimous written consent of all Committee Members.

6.2 Approval by DRB. No Improvements of any kind, including, without limitation, dwelling houses, swimming pools, ponds, parking areas, fences, walls, tennis courts, garages, driveways, antennae, flag poles, curbs, and covered walks shall ever be erected, altered, or permitted to remain on any lands within the Property, nor shall any excavating, clearing, removal of trees or shrubs, landscaping or other alteration of existing site conditions be done on any lands within the Property, unless the complete plans and specifications therefor complying with Design Guidelines requirements ("Plans and Specifications") are approved by the DRB prior to the commencement of such work. The DRB shall consider the materials to be used on the external features of said buildings or structures, including exterior colors, harmony of external design with existing structures within the Property, the building bulk or mass of said buildings or structures,

the location with respect to topography, existing trees and finished grade elevations, and harmony of landscaping with the natural setting and surroundings, and shall ascertain whether the Improvements conform to the Design Guidelines then in effect and this Declaration. The complete Plans and Specifications must be submitted and will be reviewed in accordance with the process described in the Design Guidelines. In the event of a conflict between the Design Guidelines and the applicable regulations or ordinances of any governmental entity having jurisdiction, the latter shall prevail unless otherwise required by the Settlement Agreement or the Density Determination.

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

6.4 Deposit. The Board shall have the authority to set and require Owners to post deposits prior to commencing construction for the purpose of assuring that construction activities will be conducted in compliance with approved Plans and Specifications. The Board, considering the input and advice of the DRB, shall adopt a deposit schedule as part of the Design Guidelines. The Board reserves the right to establish special fees and deposits in the case of special projects where design review, oversight and enforcement costs may be higher than those established in the fee and deposit schedule and such fees and deposits may be used to repair damage caused by Owners and their contractors.

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

6.6 Variations. The Board, considering the input and recommendation of the DRB, may, in extenuating circumstances, authorize deviation(s) from the requirements contained in the Design Guidelines, when complying with the Design Guidelines would create an unreasonable hardship or burden for an Owner. An affirmative vote of two-thirds (2/3) of the voting members of the DRB must be gained for the DRB to recommend to the Board approval of any such deviation or variance. The Board shall vote on such deviation or variance in accordance with the Governing Documents. The DRB does not have the authority or right to and shall not recommend approval of and the Board does not have the authority or right to and shall not approve any deviation or variance from the requirements of the Development Agreement or the land management code of the city or county having jurisdiction.

6.7 General Requirements. The DRB may, in its sole and absolute discretion, take actions to ensure that Owners comply with the Design Guidelines.

6.8 Ultimate Responsibility. Each Owner shall at all times conform and comply with all approved Plans and Specifications for the Improvements on his Lot and otherwise conform and comply in all respects with the Governing Documents, all applicable laws, ordinances, building codes, rules, regulations, orders and the like of any governmental agency having jurisdiction.

6.9 Plans. The DRB shall not recommend approval of any plans submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

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

6.11 Failure to Comply. The DRB may take enforcement action (but is not compelled to do so) against an Owner who fails to comply with the requirements set forth in this Section 6. The DRB may recommend to that the Board impose fines, as set forth in the Design Guidelines and the Board may approve assessment of such fines. Such enforcement action shall include any and all remedies allowed under the Governing Documents and applicable state and local laws and regulations.

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

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

6.14 Variance in Exterior Appearance and Design in Event of Reconstruction. Any Owner whose Lot has suffered damage may apply to the DRB for approval of reconstruction,

rebuilding or repair of the Owner's Lot in a manner that will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for such approval shall be made in writing together with full and complete Plans and Specifications showing the proposed reconstruction and the result thereof. The DRB shall recommend approval and the Board shall approve such Plans and Specification only if the design proposed by the Owner would result in a finished structure in compliance with all applicable state and local laws and regulations and the Governing Documents.

## ARTICLE 7

### Restrictions on all Property

7.1 Zoning Regulations. No lands within the Property shall ever be occupied or used by or for any building or purposes or in any manner that is contrary to the Development Agreement, the zoning regulations applicable thereto validly in force from time to time or this Declaration.

7.2 No Mining, Drilling or Quarrying. No Owner shall conduct mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, on the surface of the Property.

7.3 No Business Uses. The Residential Lots within the Property shall be used exclusively for residential living purposes. No Residential Lots within the Property shall ever be occupied or used for any commercial or business purposes provided, however, that nothing in this Section 7.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Residential Lot owned by Declarant as a sales model, or (b) the use of Commercial Space or a Commercial Lot for commercial purposes.

7.4 Restriction of Signs. With the exception of a sign no larger than six (6) square feet identifying the architect and a sign of similar dimension identifying the prime contractor to be displayed only during the course of construction, and a sign no larger than three (3) square feet for the Owner to advertise the Owner's Lot for sale, no signs or advertising devices, including, without limitation, commercial, political, informational or directional signs or devices, shall be erected or maintained on any of the Lots, except signs approved in writing by the DRB in accordance with the Design Guidelines as to size, materials, color and location: (a) as necessary to identify ownership of the Lot and its address; (b) as necessary to give directions; (c) to advise of rules and regulations; (d) to caution or warn of danger; and (e) as may be required by law. Any approved signs shall be located as approved by the DRB. The DRB may develop comprehensive sign regulations.

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

owned by the pet's owner or on which the pet's owner is a Resident or Guest, and Persons walking any pet shall promptly and properly remove and dispose of the pet's waste.

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

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

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

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

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

7.11 No Unsightliness. No unsightliness shall be permitted upon any of the Property. Without limiting the generality of the foregoing, (a) any unsightly structures, facilities, equipment, satellite dishes, antennas, tools, boats, vehicles other than automobiles, objects and conditions shall be enclosed within an approved building or appropriately screened from view, except equipment and tools when in actual use for construction, maintenance or repairs; (b) no trailers, mobile homes, tractors, truck campers or trucks other than pickup trucks shall be kept or permitted to remain upon the Property; (c) no vehicle, boat or equipment shall be constructed, reconstructed, repaired or abandoned upon the Property; (d) no lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scrap shall be kept, stored or allowed to accumulate on the Property, except in approval service yards meeting the requirements of Section 7.7 and any requirements of the Design Guidelines and the DRB; (e) refuse, garbage and trash shall be placed and kept at all times in a covered container and such container shall be kept within an enclosed structure or appropriately screened from view; (f) hanging, drying or airing of clothing or household fabrics shall not be permitted on Lots if visible from buildings, Lots, or areas surrounding the Property.

7.12 Roofs. No apparatus, structure or object shall be placed on the roof of a Residential Lot without the prior written consent of the DRB. No air conditioning units or evaporative coolers extending from windows or protruding from roofs are permitted.

7.13 No Annoying Lights, Sounds or Odors. No light that is unreasonably bright or causes unreasonable glare or does not comply with the Association Rules of Design Guidelines

shall be emitted from any Lot; no sound that is unreasonably loud or annoying including, without limitation, speakers, horns, whistles, bells or other sound devices shall be emitted from any Lot, except security and fire alarm devices used exclusively to protect the Property or improvements thereon; and no odors shall be emitted from any Lot that are noxious or offensive to others.

7.14 No Cesspools or Septic Tanks. No cesspools or septic tanks shall be permitted on the Property. Any other type of sewage disposal system shall be installed only after approval from the Board and all governmental health authorities having jurisdiction.

7.15 Association Rules. No Owner shall violate the Association Rules adopted from time to time by the Association or rules adopted from time to time by any Neighborhood Association. NO such rules shall be established that violate the intention or provisions of the Declaration or that shall unreasonably restrict the use of any Lot by the Owner thereof.

7.16 Drainage. No Owner shall have the right to alter or obstruct the then normal flow of runoff water or storm drainage into, from or across any of the Lots in the absence of specific approval of the DRB and the County.

7.17 Trails and Ski Ways. No Owner shall have the right to alter or obstruct the maintenance, use or enjoyment of any Trail, ski way or ski run on or adjacent to any Lot.

7.18 Parking. Parking of vehicles shall be allowed only in parking areas approved by the DRB.

7.19 Protection of Vegetation. No trees of four (4) inches or greater in diameter shall be removed without the prior approval of the DRB pursuant to the Design Guidelines. Vegetation shall be placed and maintained on all Lots and in the common areas of all condominium projects as provided in the Design Guidelines and the landscaping plan approved by the DRB.

7.20 Diseases and Insects. No Owner shall permit any thing or condition that shall induce, breed or harbor infectious plant diseases or noxious insects to exist upon any Lots.

7.21 Stilt Housing. No stilt housing may be constructed on any Lot.

7.22 Excavations. No excavation shall be made on the Property without the approval of the DRB and any governmental entity with jurisdiction over such activity.

7.23 Occupancy. No Lots shall be used for human occupancy, either temporarily or permanently, until culinary and nonculinary water and sewage and waste disposal facilities approved by the County, or any other governmental entity are available for use on the Lot.

7.24 Health, Safety and Welfare. In the event additional uses, activities and facilities are deemed by the DRB to be a nuisance or to adversely affect the health, safety or welfare of Owners, the DRB may make rules restricting or regulating their presence within the Property as part of the design.

7.25 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or their duly authorized agents, of structures,

improvements or signs necessary or convenient to the development or sale of property within the Property if those structures, improvements or signs have been approved by the DRB, and, to the extent required, by the County.

7.26 Nondisturbance Areas. Certain areas at the Property possess great natural beauty and shall be designated as "Nondisturbance Areas" at Declarant's sole discretion on a Plat or other written document provided to an Owner. Declarant may preserve such Nondisturbance Areas through the use of a coordinated plan of Lot development and the terms of this Declaration. No Improvements (whether temporary or permanent), landscaping, alterations, repairs, excavation, grading or other work that in any way alters the exterior appearance of any Nondisturbance Area from its natural state existing on the date this Declaration is Recorded, shall be made or done without the prior approval of the DRB.

7.27 No Timeshare, Interval Ownership, or Fractional Interests. No Owner shall offer or sell any interest in any Lot under a "timesharing", "interval ownership", "fractional", or similar plan. The covenants, conditions and restrictions set forth in this Section 7.27 shall not apply to Declarant's development of the Property to Declarant's exercise of any Declarant rights articulated or reserved in the Governing Documents.

7.28 Violations of Law. Any activity that violates local, state, or federal laws or regulations is prohibited; however, the Board shall have no obligation to take enforcement action in the event of a violation.

## ARTICLE 8

### Insurance

8.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by applicable law. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies. Insurance specific to a Common Elements may be obtained by the Association and the cost included in the Common Expenses, as the case may be. Notwithstanding anything in this Article 8 to the contrary, insurance obligations related to Lots and common elements that are part of a Neighborhood Association shall be the responsibility and the obligation that Neighborhood Association.

8.2 Annual Insurance Report. Prior to the annual meeting of the Association, the Board shall obtain a written report by an independent and experienced insurance broker, agent, or consultant (who may be the insurance provider/agent/broker used by the Association), with specific knowledge and experience in the community Association insurance industry, setting forth: (a) a summary description of the insurance coverage obtained by the Association, including the dollar amounts of any such coverage, and any material exceptions, exclusions, and limitations on such coverage; (b) whether, in the opinion of such broker or consultant, the insurance coverage in effect for the Association complies with the requirements of this Declaration and the law. The report shall also set forth any recommendations or suggestions from the insurance professional regarding current policy provisions, deductibles, exceptions, exclusions, and for additional



insurance suggested or recommended for the protection of the Owners in light of the insurance then available and the best practices with respect to other similar projects. The most recent annual insurance report shall be made available to the Owners at or before the annual meeting of the Association and shall be provided to any Owner at any other time upon request.

8.3 Hazard Insurance. The Association shall at all times maintain in force insurance meeting the following requirements: A "master" or "blanket" type policy of property insurance shall be maintained, if reasonably available, covering all insurable Project Improvements, if any, located on lands owned by the Association and where appropriate on the Common Elements; fixtures, building service equipment, personal property and supplies comprising a part of the Common Elements or owned by the Association; but excluding land, foundations, excavations, and other items normally not covered by such policies. References herein to a "master" or "blanket" type policy of property insurance are intended to denote single entity insurance coverage. If blanket all-risk insurance is not reasonably available, then at a minimum, such "master", or "blanket" policy shall afford protection against loss or damage by fire, by other perils normally covered by the standard extended coverage endorsement, and by all other perils that are customarily covered with respect to projects similar to the Project in construction, location, and use, including (without limitation) all perils normally covered by the standard "all risk" endorsement, where such endorsement is available. Such "master" or "blanket" policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all elements of the Community Areas covered by such policy, exclusive of land, foundations, excavation, and other items normally excluded from coverage. The insurance policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement (under which the insurer agrees to replace the insurable property regardless of the cost) and, if the policy includes a co-insurance clause, an Agreed Amount Endorsement (which waives the requirement for co-insurance); or (2) a Replacement Cost Endorsement (under which the insurer agrees to pay up to one-hundred percent of the property's insurable replacement cost but no more) and, if the policy includes a co-insurance clause, an Agreed Amount Endorsement (which waives the requirement for co-insurance). The maximum deductible amount for such policy shall be the lesser of Ten Thousand Dollars (\$10,000) or one percent (1%) of the policy face amount.

#### 8.4 Policy Requirements.

(a) The name of the insured under each policy required to be maintained by the foregoing Section 8.3 shall be the Association for the use and benefit of the individual Owners. Notwithstanding the requirement of the immediately foregoing sentence, each such policy may be issued in the name of an authorized representative of the Association, including any Insurance Trustee (as hereinafter defined) with whom the Association has entered into an Insurance Trust Agreement (as hereinafter defined), or any successor to such Trustee, for the use and benefit of the individual Owners. Loss payable shall be in favor of the Association (or Insurance Trustee), as a trustee for each Owner and each such Owner's First Mortgagee. Each Owner and each such Owner's First Mortgagee, if any, shall be beneficiaries of such policy. Evidence of insurance shall be issued to each Owner and First Mortgagee upon request.

(b) Each policy required to be maintained by the foregoing Section 8.3, shall contain the standard mortgagee clause, or equivalent endorsement (without contribution),

commonly accepted by private institutional mortgage investors in the area in which the Property is located. In addition, such mortgagee clause or another appropriate provision of each such policy shall provide that the policy may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to the Association and to each Mortgagee that is listed as a scheduled holder of a Mortgage in the policy.

(c) Each policy required to be maintained by the foregoing Section 8.3, shall provide, if available, for the following: recognition of any insurance trust agreement; a waiver of the right of subrogation against Owners individually; the insurance is not prejudiced by any act or neglect of individual Owners which is not in the control of such Owners collectively; and the policy is primary in the event the Owner has other insurance covering the same loss.

(d) Each policy required to be maintained by the foregoing (Section 8.3 shall also contain or provide the following: (1) "Inflation Guard Endorsement", if available; (2) "Building Ordinance or Law Endorsement", if the enforcement of any building, zoning, or land use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs. (The endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction); and, if appropriate, (3) "Steam Boiler and Machinery Coverage Endorsement" which shall provide that the insurer's minimum liability per accident at least equals the lesser of Two Million Dollars (\$2,000,000.00) or the insurable value of the Improvements containing the boiler or machinery.

8.5 Fidelity Bonds or Insurance. The Association shall at all times maintain in force and pay the premiums for "blanket" fidelity bonds or insurance, including but not limited to, trustees and officers insurance for the benefit of all members of the Board, officers and members of committees and subcommittees appointed by the Board or otherwise established pursuant to the provisions of this Association, for all officers, agents, and employees of the Association and for all other Persons handling or responsible for funds of or administered by the Association. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to a Manager, the Manager shall provide "blanket" fidelity bonds or insurance, with coverage identical to such bonds required of the Association, for the Manager's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity coverage required shall be based upon the Association's best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association, or the Manager, as the case may be, at any given time during the term of coverage. A lesser amount of fidelity insurance coverage is acceptable for the Property so long as the Association and the Manager adhere to the following financial controls: (1) the Association or the Manager maintains separate bank accounts for the working account and the reserve account, each with appropriate access controls, and the bank in which funds are deposited sends copies of the monthly bank statements directly to the Association; (2) the Manager maintains separate records and bank accounts for each Association that uses its services and the Manager does not have authority to draw checks on or to transfer funds from the Association's reserve account; or (3) two trustees must sign any checks written on the reserve account. Nevertheless, in no event may the amount of such fidelity coverage be less than the sum equal to three months' aggregate Assessments on all Lots. The coverage required shall meet the following additional requirements: (1) the fidelity coverage shall name the Association as obligee or insured; (2) the bonds or insurance shall contain waivers by the issuers of the bonds or insurance of all

defenses based upon the exclusion of Persons serving without compensation from the definition of "employees", or similar terms or expressions; (3) the premiums on all bonds or insurance required herein for the Association (except for premiums on fidelity bonds or insurance maintained by the Manager for its officers, employees and agents) shall be paid by the Association as part of the Community Expenses; and (4) the bonds or insurance shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to the Association and to any Trustee.

8.6 Liability Insurance. The Association shall maintain in force and pay the premium for a policy providing comprehensive general liability insurance coverage covering all of the Common Elements, easements and rights-of-way in the Property, if any, all other areas of the Property that are under the Association's supervision, and commercial spaces owned by the Association, if any, whether or not such spaces are leased to some third party. The coverage limits under such policy shall be in amounts generally required by private institutional Mortgage investors for projects similar to the Project in construction, location, and use. Nevertheless, such coverage shall be for at least Five Million Dollars (\$5,000,000) for bodily injury, including deaths of persons, and property damage arising out of a single occurrence. Coverage under such policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance, or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts of the Association. Additional coverages under such policy shall include protection against such other risks as are customarily covered with respect to projects similar to the Project in construction, location, and use, including but not limited to (where economically feasible and if available), host liquor liability, contractual and all-written contract insurance, employers liability insurance, and comprehensive automobile liability insurance. If such policy does not include "severability of interest" in its terms, the policy shall include a special endorsement to preclude an insurer's denial of any Owner's claim because of negligent acts of the Association or any other Owner. Such policy shall provide that it may not be cancelled or substantially modified, by any party, without at least thirty (30) days' prior written notice to the Association and to each Mortgagee that is listed as a scheduled holder of a Mortgage in such policy.

8.7 Insurance Trustees and General Requirements Concerning Insurance. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance. Each Owner hereby appoints the Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Association, as his or her attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or any Insurance Trustee, shall receive, hold, or otherwise properly dispose of any proceeds of insurance in trust for the use and benefit of the Owners and their Mortgagees, as their interests may appear. Each insurance policy maintained pursuant to this Declaration shall be written by insurance carriers that are licensed to transact business in the State of Utah, or that are otherwise approved

by the Board. The provisions of this Article 8 shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

## ARTICLE 9

### Enforcement

9.1 Remedies and Enforcement. Declarant, the Association, and any Owner shall have the right to enforce this Declaration, the Design Guidelines and the Articles and Bylaws by appropriate proceedings at law or in equity, including the right to enjoin and violation hereof or thereof; provided, however, that the Association shall have the exclusive right to enforce the liens and remedies provided herein with respect to the levy, collection, and enforcement of liens for Common Assessments, Specific Assessments, and Special Assessments.

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

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

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

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

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

## ARTICLE 10

### Mortgage Protection Clause

10.1 Mortgage Protection. Notwithstanding any and all provisions of this Declaration, the Articles, or the Bylaws to the contrary (and to the extent the provisions of this Article 10,

conflict with other provisions of this Declaration, the Articles, or the Bylaws, this Article 10 shall control):

(a) Each first Mortgagee of the mortgage encumbering any Lot, at the Owner's written request, is entitled to written notification from the Association of any of the following:

(i) default by the Mortgagor of such Lot in the performance of such Mortgagor's obligations under the Governing Documents, which default is not cured within sixty (60) days;

(ii) any condemnation loss or any casualty loss that affects a material portion of the Property or the Lot;

(iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond or insurance maintained by the Association.

(b) Each first Mortgagee of a Mortgage encumbering any Lot, together with such Mortgagee's successors and assigns (including a purchaser of a Lot from or through a mortgagee) that obtains title to such Lot pursuant to the remedies provided in such Mortgage, or by foreclosure of such Mortgage, or by deed in lieu of foreclosure shall take title to such Lot free and clear and shall not be liable for any claims of unpaid assessments or charges against such Lot that accrued prior to the acquisition of title to such Lot by the Mortgagee.

10.2 Notice of Amendment or Damage. All first Mortgagees, at the Owner's written request, shall be given (a) thirty (30) days' written notice prior to the effective date of any proposed, material amendment to this Declaration, or the Articles or Bylaws; and (b) immediate notice following any damage to the Common Elements whenever the cost of reconstruction exceeds Ten Thousand Dollars (\$10,000.00).

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

#### 10.4 Amendment.

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

(b) Neither Article 6, this Article 10, nor the subordination of assessments in favor of mortgages provisions earlier in the Declaration can be amended without the affirmative vote or written consent of not less than sixty-seven percent (67%) of all first Mortgagees.

## ARTICLE 11

General Provisions

11.1 Protection of Lenders. A breach of this Declaration or the Articles or Bylaws shall not affect or impair the lien or charge of any bona fide first Mortgage made in good faith and for value on any Lot or the improvements thereon; provided, however, that any subsequent Owner of such property shall be bound by this Declaration, the Articles and Bylaws, whether such Owner's title was acquired by foreclosure in a trustee's sale or otherwise.

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

11.3 Limited Liability. Neither Declarant, the Association, the Board, the DRB nor any member, agent or employee of any of the same shall be liable to any party for any injury, damage, lost, cost or expense suffered by reason of any action or for failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

11.4 Duration of Declaration. Any provision, covenant, conditions or restriction contained in this Declaration that is subject to the common law rule sometimes referred to as the "rule against perpetuities," shall continue and remain in full force and effect for the period of twenty years or until this Declaration is terminated as hereinafter provided, whichever first occurs. All other provisions, covenants, conditions and restrictions contained in this Declaration shall continue and remain in full force and effect until January 1 2071, provided however, that unless at least one year prior to said time of expiration, there is Recorded an instrument directing the termination of this Declaration, executed by the Owners of not less than ninety percent (90%) of the Lots and all first Mortgagees then subject to this Declaration, said other provisions, covenants, conditions and restrictions shall continue automatically for an additional ten years and thereafter for successive periods of ten years unless, at least one year prior to the expiration of any such extended period of duration, this Declaration is terminated by Recorded instrument directing termination signed by the Owners of not less than ninety percent (90%) of the Lots and all first mortgages then subject to this Declaration as aforesaid.

11.5 Lease of a Lot. No lease of any Lot shall be permitted without the consent of the Association, which consent may be granted or withheld in the Association's sole discretion. Any and all such lease(s) shall be subject in all respects to the Governing Documents. Any failure by the lessee to comply with the terms of such documents shall be a default under the lease, All such lease agreements shall be in writing. Owner shall be responsible and liable for any damage to the Property caused by his, her, or their tenants.

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

managing, maintaining, caring for, preserving and architecturally controlling the Property and other than as a result of expenditures made for other permitted purposes as set forth in this Declaration). Contributions to the Association paid by Owners, if any, shall be maintained in a segregated account.

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

(a) Prior to the conveyance of the first Lot in the Property to an Owner, this Declaration and any amendments thereto may be amended or revoked by the execution by Declarant of an instrument amending or revoking same. Notwithstanding anything contained in this Declaration to the contrary, this Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination that shall be in conflict therewith, to make technical corrections or to fix mistakes or remove/clarify ambiguities, or (b) if requested by any federal, state, or local governmental agency, when such approval is a condition precedent to such agency's approval of this Declaration, or the sale of property within the Property, or (c) upon the request of any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot or any portions thereof, or (d) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's property unless any such Owner shall consent thereto in writing. Further, so long as the Class B Member exists, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect title to any property without the consent of the affected Owner.

(b) Subsequent to the conveyance of the first Lot in the first phase of Property to an Owner, this Declaration and any amendments thereto may be amended by affirmative vote or written consent of not less than sixty-seven percent (67%) of all Member votes and the consent of the Class B Member.

(c) An amendment or revocation that only requires the execution of an instrument by Declarant shall be effective when executed by Declarant and Recorded. An amendment that requires the affirmative vote or written consent of the Members as provided above shall be effective when executed by the president and secretary of the Association who shall certify that the amendment has been so approved, and when the amendment has been Recorded.

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

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

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

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

11.10 Notices. Any notice to be given to an Owner, a Mortgagee or the Association under the provisions of the Governing Documents shall be in writing and shall be delivered as follows:

(a) Notice to an Owner from the Association. Notice to an Owner shall be effective upon the satisfaction of any of the following delivery methods:

(i) by a written notice delivered personally to the Owner, which shall be effective upon delivery;

(ii) by a written notice placed in the United States mail, first-class postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or, if no such address shall have been furnished, to the street address of such Owner's Lot. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit;

(iii) by email correspondence to an Owner: (i) sent to an email address provided by the Owner for the purpose of Association communications, or (ii) emailed to an email address from which the Owner has communicated related to Association matters, and so long as no indication is received that the email may not have been delivered. Any notice sent by email shall be deemed delivered seventy-two (72) hours after it is sent;

(iv) by facsimile (whether to a machine or to an electronic receiving unit) to an Owner sent to a facsimile number provided by the Owner for the purpose of Association communications and so long as no indication is received that the facsimile may not have been delivered. Any notice sent by facsimile shall be deemed delivered seventy-two (72) hours after it is sent; or



(v) by any other method that is fair and reasonable as provided for in the Act or otherwise provided for by law.

(b) Notwithstanding anything to the contrary in this Section 11.10, the Association shall send all notices to an owner by U.S. Mail if such Owner, by written demand, demands to receive notices from the Association by mail.

(i) In the case of co-Owners, notice to one of the co-Owners is effective as notice to all such co-Owners. The Association shall not be required to give more than one notice per Lot. In case any two co-Owners send conflicting notice demands, notice shall be proper if mailed by first-class mail to the Lot address.

(ii) In case posting of a notice on the Lot is permitted, such posting is effective when posted on the front or primary access door to the Lot and any such posting may be removed by the Association the sooner of either (1) two (2) days after the event or action for which notice was given or (2) ten (10) days after the posting.

(c) Special Notice Prior to Association Entry into a Lot.

(i) In case of an emergency involving the potential loss of life, the Association's agent or representative may enter the Lot immediately and without any notice.

(ii) In case of any emergency involving immediate and substantial damage to a Lot, the Common Elements, or another Lot, before entering the Lot, the Association shall: (1) knock on the door and attempt to obtain permission to enter from an Occupant or Owner in the Lot; (2) if no one answers the knocking, loudly identify who is knocking and state that the Person identified is going to enter the Lot on behalf of the Association, then wait one minute; and (3) where practicable under the circumstances, attempt to call the Owner or any Occupant prior to entry to inform them of the entry.

(iii) If the Association enters a Lot for any purpose permitted in this Declaration other than those identified in the prior two paragraphs, before entering a Lot, the Association shall: (1) give notice to the Owner that an entry is required at least one (1) week in advance with such notice stating: that the Association or its authorized Persons will enter the Lot, (b) the date and time of the entry, (c) the purpose of entering the Lot, (d) a statement that the Owner or Occupant can be present during the time the Association is in the Lot, (e) the full names of any Person who will be entering into the Lot, and the phone numbers and addresses of the Persons entering the Lot or of the company for whom the Persons entering the Lot are employed for the purpose of entering the Lot, (f) any other information the Association deems appropriate to include; and (2) post the written notice described above on the front door to the Lot at least three (3) days prior to entry into the Lot.

(d) Notice to a Lender. Notice to a Lender shall be delivered by United States mail, first-class postage prepaid, to the most recent address furnished by such Lender in writing to the Association for the purpose of notice or, if no such address shall have been furnished, to any office of the Lender. Any address for a Lender that is found on a document Recorded on the title of a Lot shall be deemed an office of the Lender. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit.

(e) Notice to Association from an Owner. An Owner's notice to the Association shall be effective upon the satisfaction of any of the following delivery methods:

(i) by a written notice delivered personally to the Manager or President of the Association, which shall be effective upon delivery;

(ii) by a written notice placed in the United States mail, first-class postage prepaid, to the current registered business address of the Association. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit;

(iii) by written email correspondence to the Association: (1) that is sent to an email address provided by the Association in the prior twelve (12) months for the purpose of Association communications, or (2) that is emailed to an email address from which the Manager or the President of the Association has communicated related to Association matters, and so long as no indication is received that the email may not have been delivered or received. Any notice sent by email shall be deemed delivered seventy-two (72) hours after it is sent; or by facsimile (whether to a machine or by other means) to the Association sent to a facsimile number provided by the Association for the purpose of Association communications and so long as no indication is received that the facsimile may not have been delivered or received. Any notice sent by facsimile shall be deemed delivered seventy-two (72) hours after it is sent.

11.11 Transfer. Any or all of the special rights and obligations of Declarant may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly Recorded. So long as Declarant continues to have rights under this paragraph, no Person shall Record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Declarant's review and written consent thereto, and any attempted Recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration or condominium or similar instrument being void and of no force and effect unless subsequently approved by Recorded consent signed by Declarant.

11.12 Agreement to Avoid Costs of Litigation. The Association, Declarant, all Members subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the properties at the Property, and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Bound Party covenants and agrees that all claims, grievances or disputes between such Bound Party and any other Bound Party involving properties at the Property, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration or the Governing Documents (collectively "Claim") shall be resolved using the following procedures before filing suit in any court or initiating proceedings before any administrative tribunal seeking redress or resolution of such Claim:

(a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") shall notify each Respondent in writing of the Claim ("Notice"), stating plainly and concisely:

(i) the nature of the Claim, including date, time, location, Person involved, Respondent's role in the Claim;

(ii) the basis of the Claim (i.e., the provision of the Declaration, Governing Documents, or other authority out of which the Claim arises);

(iii) what Claimant wants Respondent to do or not to do to resolve the Claim; and

(iv) that Claimant wishes to resolve the Claim by mutual agreement with Respondent and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

#### 11.13 Non-Binding Mediation.

(a) If the Parties do not resolve the Claim through negotiation within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have thirty (30) additional days within which to submit the Claim to mediation under the auspices of an independent agency providing mediation services upon which the Parties may mutually agree.

(b) If Claimant does not submit the Claim to mediation within thirty (30) days after Termination of Negotiation, Claimant shall be deemed to have waived the Claim, and Respondent shall be deemed to have waived the Claim, the Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings.

(c) If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth when and where the Parties met, that the Parties are at an impasse, and the date that mediation was terminated.

(d) Each Party shall, within five (5) days of the Termination of Mediation, make a written offer of settlement in an effort to resolve the Claim. The Claimant shall make a final written settlement demand ("Settlement Demand") to the Respondent. The Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Notice shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

If the Parties do not agree in writing to accept either the Settlement Demand, the Settlement Offer, or otherwise resolve the Claim within fifteen (15) days of Termination of Mediation, the Parties may exercise all rights available to them under Utah law, whether at law or in equity.

11.14 Declarant's Disclaimer of Representations. Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a Plat or other

Recorded instrument, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Property can or will be carried out, or that any land now owned or hereafter acquired by it is or will be subjected to this Declaration, or that any such land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or if that land is once used for a particular use, such use will continue in effect.

11.15 References to the Covenants in Deeds. Deeds or any instruments affecting any Lot or any part of the Property may contain the covenants herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any Deed or instrument, each and every covenant shall be binding upon the grantee-Owner or other Person claiming through any instrument and his or her heirs, executors, administrators, successors and assigns.

11.16 Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

11.17 Captions and Titles. All captions, titles or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

11.18 Use of the Property Name. No Person shall use the term the "Wasatch Peaks Ranch" or any derivative thereof in any printed or promotional material without the prior written consent of Declarant, which consent may be withheld for any reason in Declarant's sole and exclusive discretion.

11.19 Unsegregated Real Property Taxes. Until such time as real property taxes have been segregated by the appropriate County Assessor for any portion of the Property subdivided by a Plat, the same shall be paid by the respective Owners of Lots therein. In connection with such payment, the proportionate share of such tax or installment thereof for a particular Lot in such portion of the Property shall be determined by multiplying the tax or installment in question by a fraction the numerator of which is the estimated value of such Lot and all improvements thereon and the denominator of which is the total estimated value of all Lots within such portion of the Property and all improvements thereon. For purposes hereof, the Board shall obtain a determination as to such estimated values from a qualified appraiser selected by it. The Association may levy a Specific Assessment against any Owner who fails to pay the Owner's share of any real property taxes pursuant to this Section.

11.20 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a resort community within the Property. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

11.21 Severability. Invalidation or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision of this Declaration.

*[Signature page follows]*

IN WITNESS WHEREOF, Wasatch Peaks Ranch, LLC, has executed this Declaration the day and year first above written.

WASATCH PEAKS RANCH, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY

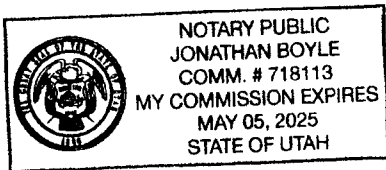
BY: WASATCH PEAKS RANCH MANAGEMENT,  
LLC, ITS MANAGER

BY: [Signature]  
NAME: ED SCHULTZ  
ITS: AUTHORIZED SIGNATORY

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

The foregoing was acknowledged before me this U day of April, 2022 by Ed Schultz, Authorized Signatory for Wasatch Peaks Ranch Management, LLC, Manager of Wasatch Peaks Ranch, LLC, a Delaware limited liability company.

NOTARY [Signature]  
RESIDING AT PO BOX 1000, SLC, UTAH  
MY COMMISSION EXPIRES 5-5-2025



## EXHIBIT A-1

**TO MASTER DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, AND RESERVATION OF EASEMENTS**

**EXHIBIT "A" LEGAL DESCRIPTION**

A PARCEL OF LAND LYING AND SITUATED IN THE NORTHWEST AND SOUTHWEST QUARTER OF SECTION 1, THE NORTHEAST, SOUTHEAST AND SOUTHWEST QUARTER OF SECTION 2, THE NORTHWEST, NORTHEAST AND SOUTHEAST QUARTER OF SECTION 11 AND THE NORTHWEST AND SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID NORTHWEST CORNER BEING A 3" ALUMINUM CAP MONUMENT SET BY THE MORGAN COUNTY SURVEYOR IN 2021 AND RUNNING THENCE, ALONG THE WEST LINE OF SAID SECTION 12, SOUTH 00°11'58" WEST 1320.00 FEET; THENCE SOUTH 89°41'38" EAST 654.08 FEET; THENCE SOUTH 00°18'22" WEST 566.17 FEET; THENCE SOUTH 51°33'39" EAST 82.06 FEET; THENCE SOUTH 47°06'38" WEST 196.85 FEET; THENCE SOUTH 31°52'23" WEST 463.88 FEET; THENCE SOUTH 32°23'59" WEST 448.41 FEET; THENCE NORTH 45°02'32" WEST 117.01 FEET; THENCE SOUTH 45°26'50" WEST 683.28 FEET; THENCE NORTH 41°22'18" WEST 327.01 FEET; THENCE NORTH 11°08'04" WEST 673.67 FEET; THENCE NORTH 54°52'43" WEST 504.84 FEET; THENCE SOUTH 82°18'36" WEST 398.90 FEET; THENCE NORTH 33°23'44" WEST 748.43 FEET; THENCE WESTERLY 113.24 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 23°35'35", (CHORD BEARS SOUTH 69°11'42" WEST 112.44 FEET); THENCE SOUTH 80°59'30" WEST 53.69 FEET; THENCE SOUTHWESTERLY 76.91 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 35°15'06", (CHORD BEARS SOUTH 63°21'57" WEST 75.70 FEET); THENCE NORTH 44°15'36" WEST 50.00 FEET; THENCE NORTHEASTERLY 45.04 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°44'50", (CHORD BEARS NORTH 53°06'49" EAST 44.92 FEET); THENCE NORTHERLY 20.26 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 77°24'15", (CHORD BEARS NORTH 21°47'06" EAST 18.76 FEET); THENCE NORTHERLY 152.93 FEET ALONG THE ARC OF A 625.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°01'12", (CHORD BEARS NORTH 09°54'26" WEST 152.55 FEET); THENCE NORTH 02°53'50" WEST 201.30 FEET; THENCE NORTHWESTERLY 196.35 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", (CHORD BEARS NORTH 47°53'50" WEST 176.78 FEET); THENCE SOUTH 87°06'10" WEST 194.34 FEET; THENCE SOUTHWESTERLY 39.27 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", (CHORD BEARS SOUTH 42°06'10" WEST 35.36 FEET); THENCE SOUTH 02°53'50" EAST 20.00 FEET; THENCE SOUTH 87°06'10" WEST 50.00 FEET; THENCE SOUTH 82°25'38" WEST 72.43 FEET; THENCE NORTH 06°40'37" WEST 207.53 FEET; THENCE NORTH 21°43'02" WEST 374.14 FEET; THENCE

NORTH 01°33'54" EAST 683.04 FEET; THENCE SOUTH 88°10'33" WEST 456.69 FEET; THENCE SOUTH 04°15'42" WEST 138.03 FEET; THENCE SOUTH 76°25'52" WEST 53.66 FEET; THENCE SOUTH 87°14'17" WEST 541.85 FEET; THENCE SOUTH 45°49'27" WEST 472.75 FEET; THENCE NORTH 59°34'50" WEST 644.62 FEET; THENCE NORTHEASTERLY 74.79 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28°34'07", (CHORD BEARS NORTH 52°04'29" EAST 74.02 FEET); THENCE NORTH 19°49'07" WEST 50.33 FEET; THENCE NORTH 70°10'53" EAST 10.00 FEET; THENCE NORTHEASTERLY 20.75 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 79°16'40", (CHORD BEARS NORTH 30°32'33" EAST 19.14 FEET); THENCE NORTH 09°05'47" WEST 10.00 FEET; THENCE NORTH 80°54'13" EAST 50.00 FEET; THENCE NORTH 09°05'47" WEST 35.36 FEET; THENCE NORTHERLY 40.06 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 8°20'48", (CHORD BEARS NORTH 04°55'23" WEST 40.03 FEET); THENCE NORTH 00°44'59" WEST 52.91 FEET; THENCE NORTHERLY 49.25 FEET ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 8°41'00", (CHORD BEARS NORTH 05°05'29" WEST 49.21 FEET); THENCE NORTH 09°25'59" WEST 92.67 FEET; THENCE NORTHERLY 26.46 FEET ALONG THE ARC OF A 525.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 2°53'14" (CHORD BEARS NORTH 10°52'36" WEST 26.45 FEET); THENCE NORTH 12°19'13" WEST 90.53 FEET; THENCE NORTHERLY 39.26 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 9°59'48", (CHORD BEARS NORTH 07°19'19" WEST 39.21 FEET); THENCE NORTH 02°19'25" WEST 89.05 FEET; THENCE NORTHERLY 20.74 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 4°19'14", (CHORD BEARS NORTH 04°29'03" WEST 20.73 FEET); THENCE NORTH 67°38'05" EAST 550.88 FEET; THENCE SOUTH 60°39'17" EAST 54.21 FEET; THENCE NORTH 75°19'21" EAST 188.56 FEET; THENCE NORTH 80°18'11" EAST 200.39 FEET; THENCE NORTH 52°20'02" EAST 199.48 FEET; THENCE NORTH 62°39'25" EAST 280.57 FEET; THENCE NORTH 50°02'57" EAST 175.51 FEET; THENCE NORTH 36°23'22" EAST 141.11 FEET; THENCE NORTH 56°46'47" EAST 91.41 FEET; THENCE NORTH 56°30'48" EAST 375.50 FEET; THENCE SOUTHEASTERLY 65.21 FEET ALONG THE ARC OF A 375.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 9°57'47", (CHORD BEARS SOUTH 31°05'26" EAST 65.13 FEET); THENCE SOUTH 36°04'19" EAST 52.05 FEET; THENCE SOUTHEASTERLY 55.52 FEET ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 9°47'16", (CHORD BEARS SOUTH 31°10'41" EAST 55.45 FEET); THENCE SOUTH 26°17'03" EAST 77.28 FEET; THENCE SOUTHEASTERLY 200.77 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 41°49'49", (CHORD BEARS SOUTH 47°11'58" EAST 196.34 FEET); THENCE SOUTH 68°06'52" EAST 111.83 FEET; THENCE SOUTHEASTERLY 150.97 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 38°26'37", (CHORD BEARS SOUTH 48°53'34" EAST 148.15 FEET); THENCE SOUTH 29°40'15" EAST 49.21 FEET; THENCE SOUTHEASTERLY 155.56 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 32°24'42", (CHORD BEARS SOUTH 45°52'36" EAST 153.50 FEET); THENCE SOUTH 62°04'57" EAST 63.55 FEET; THENCE SOUTHEASTERLY 81.28 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°41'53", (CHORD BEARS SOUTH 51°44'01" EAST 80.84 FEET); THENCE SOUTH 41°23'05" EAST 9.61 FEET; THENCE NORTH 48°36'55" EAST 50.00 FEET; THENCE SOUTH 41°23'05" EAST 10.00 FEET; THENCE EASTERLY 62.83 FEET ALONG THE ARC OF



A 40.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", (CHORD BEARS SOUTH 86°23'05" EAST 56.57 FEET); THENCE NORTH 48°36'55" EAST 160.72 FEET; THENCE NORTHEASTERLY 116.69 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 29°42'50", (CHORD BEARS NORTH 33°45'30" EAST 115.38 FEET); THENCE NORTH 18°54'05" EAST 53.66 FEET; THENCE NORTHEASTERLY 169.02 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 35°12'53", (CHORD BEARS NORTH 36°30'31" EAST 166.37 FEET); THENCE NORTH 54°06'58" EAST 56.72 FEET; THENCE NORTHEASTERLY 50.72 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12°54'54", (CHORD BEARS NORTH 47°39'31" EAST 50.61 FEET); THENCE NORTH 41°12'04" EAST 55.08 FEET; THENCE EASTERLY 382.68 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 79°43'54", (CHORD BEARS NORTH 81°04'01" EAST 352.55 FEET); THENCE SOUTH 59°04'01" EAST 159.86 FEET; THENCE EASTERLY 288.08 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 73°21'32", (CHORD BEARS NORTH 84°15'12" EAST 268.80 FEET); THENCE NORTH 47°34'26" EAST 44.12 FEET; THENCE NORTHEASTERLY 246.48 FEET ALONG THE ARC OF A 490.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28°49'14", (CHORD BEARS NORTH 33°09'49" EAST 243.89 FEET); THENCE NORTHEASTERLY 142.65 FEET ALONG THE ARC OF A 285.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28°40'41", (CHORD BEARS NORTH 33°05'33" EAST 141.17 FEET); THENCE NORTH 47°25'54" EAST 138.82 FEET; THENCE NORTHEASTERLY 106.47 FEET ALONG THE ARC OF A 140.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 43°34'20", (CHORD BEARS NORTH 25°38'44" EAST 103.92 FEET); THENCE NORTHERLY 25.74 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 6°33'16", (CHORD BEARS NORTH 00°34'55" EAST 25.73 FEET); THENCE NORTH 02°41'43" WEST 73.39 FEET; THENCE NORTHEASTERLY 112.94 FEET ALONG THE ARC OF A 425.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°13'32", (CHORD BEARS NORTH 04°55'03" EAST 112.61 FEET); THENCE NORTH 12°31'49" EAST 131.38 FEET; THENCE NORTHERLY 120.76 FEET ALONG THE ARC OF A 475.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°34'01", (CHORD BEARS NORTH 05°14'48" EAST 120.44 FEET); THENCE NORTH 02°02'12" WEST 196.00 FEET; THENCE NORTHEASTERLY 360.10 FEET ALONG THE ARC OF A 525.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 39°17'59", (CHORD BEARS NORTH 17°36'48" EAST 353.09 FEET); THENCE NORTH 37°15'47" EAST 150.73 FEET; THENCE NORTHEASTERLY 170.97 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 35°37'18", (CHORD BEARS NORTH 55°04'26" EAST 168.23 FEET); THENCE NORTH 72°53'05" EAST 109.32 FEET; THENCE NORTHEASTERLY 57.33 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°35'54", (CHORD BEARS NORTH 65°35'08" EAST 57.17 FEET); THENCE NORTH 58°17'11" EAST 105.35 FEET; THENCE NORTHEASTERLY 356.93 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 74°21'57", (CHORD BEARS NORTH 21°06'13" EAST 332.40 FEET); THENCE NORTH 16°04'46" WEST 167.76 FEET; THENCE NORTHEASTERLY 309.98 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 64°35'02", (CHORD BEARS NORTH 16°12'45" EAST 293.83 FEET); THENCE NORTH 48°30'16" EAST 86.18 FEET; THENCE NORTHEASTERLY 95.77 FEET ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°53'01", (CHORD BEARS NORTH 56°56'47" EAST 95.42 FEET); THENCE

NORTHEASTERLY 28.80 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 82°30'19", (CHORD BEARS NORTH 24°08'08" EAST 26.38 FEET); THENCE NORTH 17°07'02" WEST 7.95 FEET; THENCE NORTHWESTERLY 19.78 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 9°03'56", (CHORD BEARS NORTH 21°38'59" WEST 19.76 FEET); THENCE NORTH 68°24'22" EAST 50.11 FEET; THENCE SOUTHEASTERLY 10.01 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 3°16'33", (CHORD BEARS SOUTH 23°13'55" EAST 10.00 FEET); THENCE SOUTHEASTERLY 64.66 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 74°05'35", (CHORD BEARS SOUTH 58°38'26" EAST 60.25 FEET); THENCE SOUTHEASTERLY 280.08 FEET ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 49°22'37", (CHORD BEARS SOUTH 70°59'55" EAST 271.49 FEET); THENCE SOUTH 46°18'37" EAST 41.49 FEET; THENCE NORTH 00°27'25" EAST 1357.26 FEET TO THE NORTH LINE OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE, ALONG SAID NORTH LINE OF SECTION 1, SOUTH 89°40'39" EAST 808.50 FEET; THENCE SOUTH 00°27'25" WEST 5412.38 FEET TO THE SOUTH LINE OF SAID SECTION 1; THENCE, ALONG SAID SOUTH LINE OF SECTION 1, NORTH 89°45'46" WEST 1617.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 20,978,630 SQ. FT. OR 481.60 ACRES.

18804318\_v1

EXHIBIT A-1 (CONTINUED)

DEPICTION OF THE PROPERTY DESCRIBED

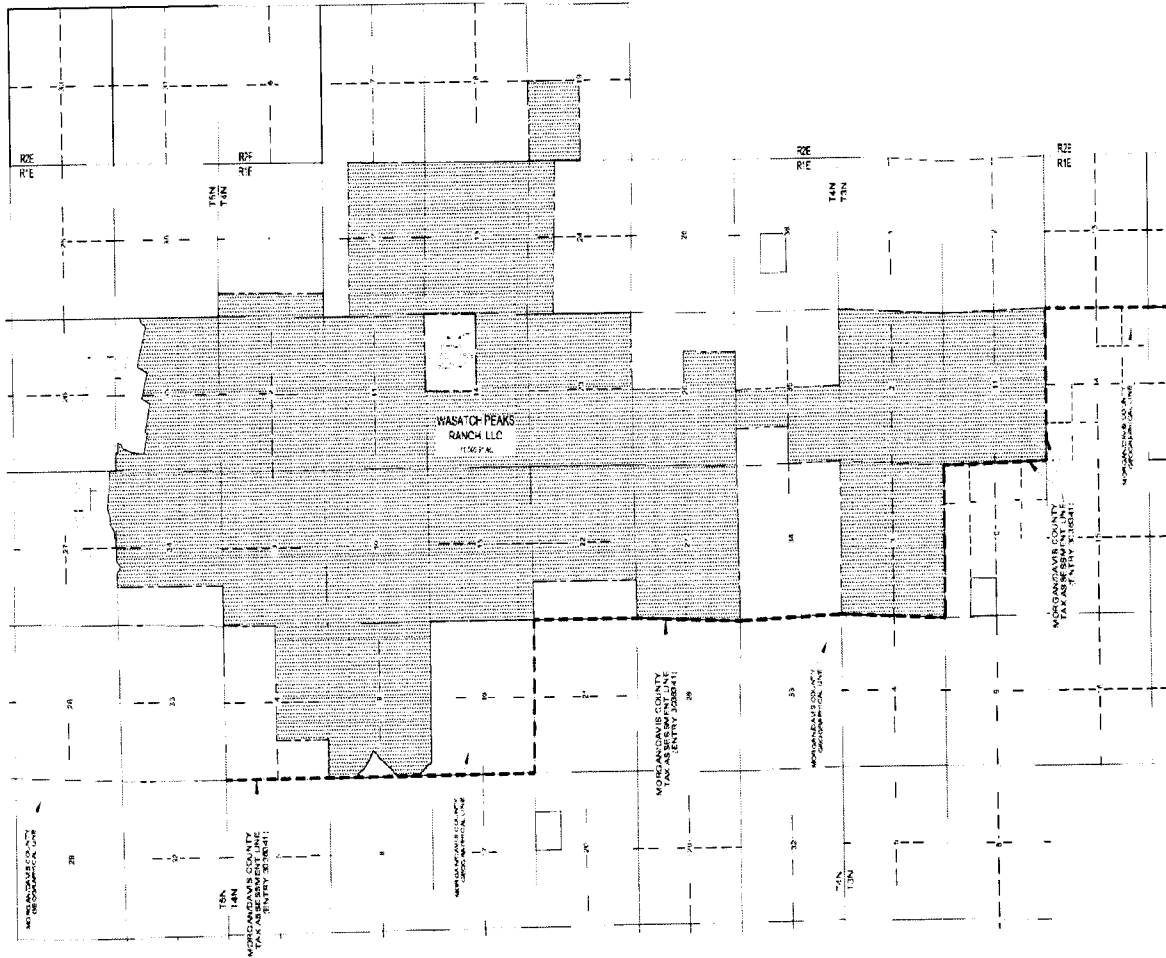
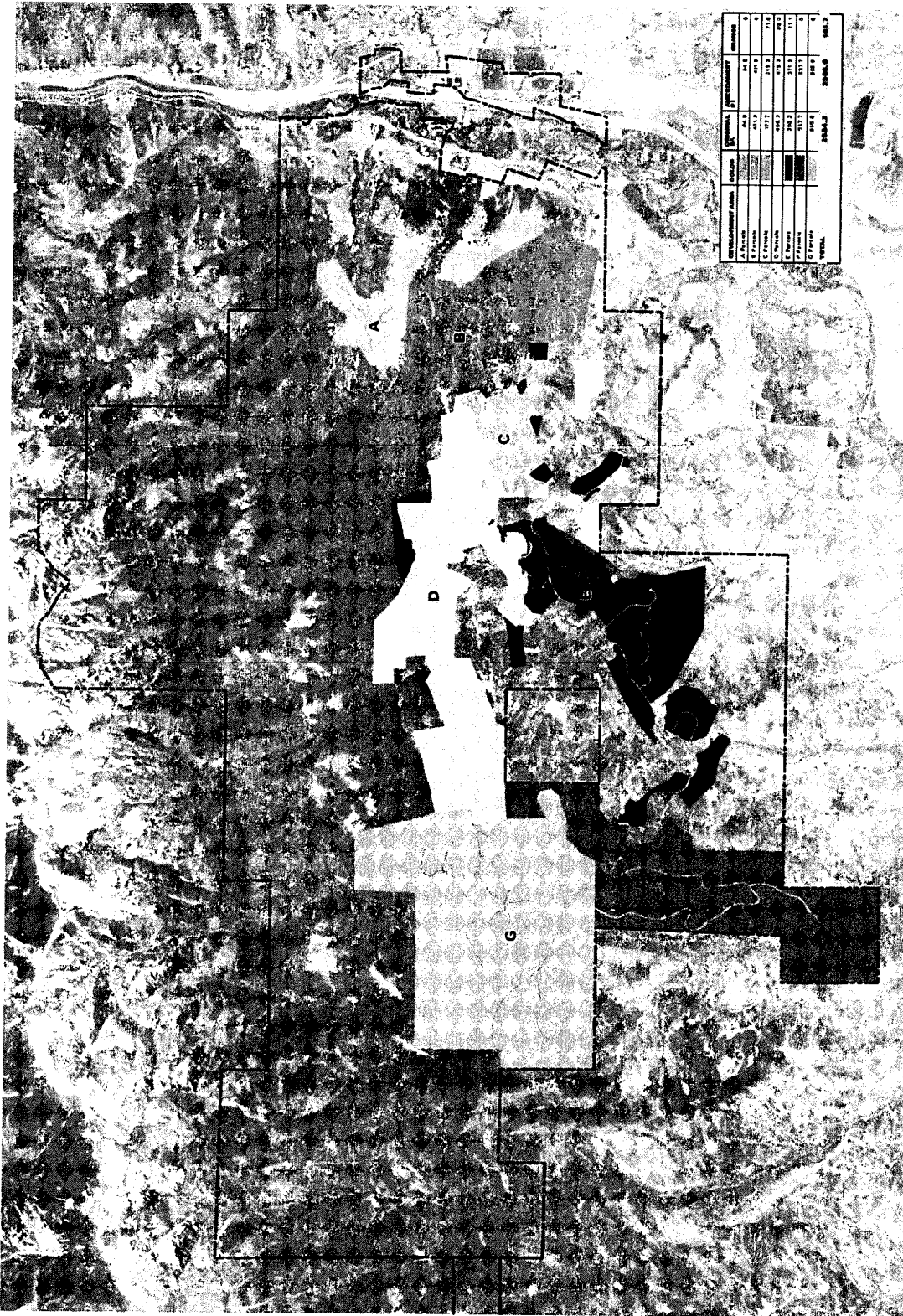


EXHIBIT  
PROPERTY SOUTH OF CA  
MORGAN COUNTY, UTAH

**P S O M A S**

DATE	BY
1	1

**EXHIBIT A-2**  
**MASTER PLAN**  
**(SEE ATTACHED)**



DR. MORTIMER W. COOPER, JR. 1950-1951

**EXHIBIT B**  
**BYLAWS**  
**(SEE ATTACHED)**

**BYLAWS OF**  
**WASATCH PEAKS RANCH**  
**HOMEOWNERS ASSOCIATION, INC.**

The administration of Wasatch Peaks Ranch Homeowners Association, Inc., a Utah nonprofit corporation ("**Association**") shall be governed by the Utah Revised Nonprofit Corporation Act, Utah Code Ann. §§16-6a-101, *et seq.* ("**Nonprofit Act**"), the Utah Community Association Act Utah Code Ann. §§57-8a-101, *et seq.* ("**Community Association Act**"), the Master Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Wasatch Peaks Ranch, a Private Planned Recreational Community, dated \_\_\_\_\_ and recorded in official records of the Recorder's Office, Morgan County Utah ("**Declaration**"), the Articles of Incorporation of Wasatch Peaks Ranch Homeowners Association, Inc. ("**Articles**") and these Bylaws (as the Declaration, Articles and Bylaws may from time to time be amended). Terms which are capitalized in these Bylaws and which are not otherwise defined herein shall have the meaning set forth in the Declaration.

**ARTICLE I**  
**Bylaws Application**

All present and future Owners, Mortgagees, lessees and occupants of Lots and their employees, Guests, and any other Persons who may use the Common Elements and Club Facilities on the Property in any manner are subject to the Declaration, Articles, these Bylaws and all Association Rules made pursuant hereto and any amendments hereof. The acceptance of a deed or conveyance of a Lot, or the occupancy of any Lot, shall constitute an agreement that the provisions of the Declaration and these Bylaws and any Association Rules made pursuant hereto, as they may be amended from time to time, are accepted, ratified and will be complied with.

**ARTICLE II**  
**Board**

2.1 The management and maintenance of the Project and the administration of the affairs of the Association shall be conducted by the Board consisting of not less than three (3) nor more than five (5) members ("**Directors**"). The initial Board shall be appointed by Declarant.

2.2 The Declaration establishes a Period of Administrative Control, during which period Declarant, or Persons designated by it, have authority to appoint and remove the officers of and Directors on the Board. The Period of Administrative Control shall terminate as set forth in the Declaration.

2.3 Upon termination of the Period of Administrative Control, the Owners shall elect a Board of three (3) but not more than five (5) Directors. The Directors and officers of the Board shall take office upon election. Thereafter, at every annual meeting, the Association shall elect Directors to fill those positions becoming vacant at such meeting, pursuant to the terms of this Section 2 and the Community Association Act.

2.4 At least thirty (30) days prior to each annual meeting of the Association, the Board shall elect from the Owners a nominating committee of not less than three (3) members. The Board

may, but shall not be obligated to, inquire of the Owners to identify those having an interest in serving on the Board. The nominating committee shall recommend to the Association at least one nominee for each position on the Board to be filled at that particular annual meeting. Nominations for positions on the Board may also be made by petition filed with the Secretary of the Association at least seven (7) days prior to the annual meeting of the Association, which petition shall be signed by one (1) or more Owners and the nominee named therein indicating his or her willingness to serve as a Director on the Board, if elected.

2.5 Voting for the Board shall be by secret ballot (which may be delivered electronically as directed by the Board). At any meeting of the Association, each Owner, either in person or by proxy, shall be entitled to the number of votes set forth in the Declaration for each Lot owned. There shall be no cumulative voting. The officers of the Board ("Officers") shall be as follows: President, Vice President, and Secretary-Treasurer. The initial Board shall consist of the following three (3) individuals, and each shall hold the office indicated:

Gary Derck	President
Brian Nestoroff	Vice President
Ed Schultz	Secretary-Treasurer

2.6 Directors shall serve as follows:

2.6.1 Directors shall serve for terms of two (2) years beginning immediately upon their election by the Association; provided, however, that the Directors elected at the first annual meeting following the termination of the Period of Administrative Control to the positions of Vice President and Secretary-Treasurer shall serve for initial terms of one (1) year, and the Director elected to the office of President shall serve for an initial term of two (2) years. If there are more than three (3) Directors elected at the first annual meeting following the termination of the Period of Administrative Control, one-half of the additional Directors elected shall serve for one (1) year terms and the other half shall be elected to two (2) year terms. Thereafter, all Directors elected shall serve for two (2) year terms. The Directors shall serve until their respective successors are elected, or until death, resignation, or removal, whichever occurs first.

2.6.2 Any Director on the Board who fails to attend three (3) consecutive Board meetings or fails to attend at least twenty-five percent (25%) of the Board meetings held during any fiscal year shall be deemed, in the Board's sole and absolute discretion, to have tendered his or her resignation. Upon acceptance by the Board of such resignation that Director's position shall be vacant.

2.7 Any Director may resign at any time by giving written notice to the President of the Association or to the remaining Board Directors. The Owners, by a two-thirds (2/3) vote, either at a meeting of such Owners, or by written consent, may remove any Director with or without cause, other than a Director appointed by Declarant during the Period of Administrative Control.



2.8 If vacancies shall occur in the Board by reason of the death or resignation of a Board Director, the Board Directors then in office shall continue to act, and such vacancies shall be filled by a vote of the Board Directors then in office, though less than a quorum. Any vacancy in the Board occurring by reason of removal of a Board Director by the Association may be filled by election at the meeting at which such Board Director is removed or any subsequent regular or special meeting of the Association. A vacancy resulting from a removal shall only be filled by the vote or written consent of a majority of the votes of the Association entitled to vote for that Director.

2.9 The Directors shall receive no compensation for their services unless expressly approved by the vote or written assent of a majority of the total number of votes of the Association appertaining to all Lots as described in the Declaration ("Total Votes"); provided, however, that Directors shall be reimbursed by the Association for transportation expenses actually incurred and a reasonable per diem payment for attendance at regular and special meetings of the Board. Any Director may be employed by the Association in another capacity and receive compensation for such employment; provided further, that such employment shall be approved by vote or in writing by all Directors not including the Director to be employed.

2.10 The Board, for the benefit of the Project and the Association, shall manage the business, property and affairs of the Project and the Association and enforce the provisions of these Bylaws and the Association Rules governing the Project. The Board is authorized to adopt Association Rules governing the use and operation of the Project, which shall become effective ten (10) days after adoption by the Board. The Board shall have the powers, duties and responsibilities with respect to the Project as contained in the Declaration, the Articles and these Bylaws.

2.11 Attendance by at least fifty-one percent (51%) of the Board shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Board. Meetings of the Board shall be held at least annually at such times and places within the Project, or some other reasonable and suitable location in Morgan County, unless a meeting at another location would significantly reduce the cost to the Association and/or the inconvenience to Board Directors, as the Board shall determine. At the sole and absolute discretion of the Board, meetings of the Board may also or alternatively be held by any other means permitted under Utah law, including without limitation, telephonically or via web-based video conferencing tools that allow users to meet online, by which all Persons participating in the meeting can hear each other at the same time, with or without video, and provides an option for users to call-in to such video conference via telephone if needed or desired. If Directors participate in any Board meetings by means of telephonic or video conference, such participation shall constitute presence in person at the meeting. The Board shall annually elect the Officers of the Association. The election of Officers shall be conducted at the first meeting of the Board held subsequent to the annual meeting of the Association.

2.12 Notices of all regular Board meetings shall be given in writing or electronically to each Director of the Association not less than thirty (30) days nor more than sixty (60) days prior to the meeting, provided that this requirement shall not apply to any Director who has signed a waiver of notice or a written consent to the holding of a meeting.

2.13 Written notice of the time and place of all regular Board meetings shall be posted at a prominent place or places within the Project or on the Association's website not less than ten (10) days prior to the meeting. Notice of all regular Board meetings shall also be given by e-mail at least 48 hours before the meeting to Owners who have requested such notice in writing.

2.14 Special meetings of the Board may be called by written notice signed by any two (2) Directors of the Association. The notice shall specify the time and place of the special meeting and the nature of any special business to be considered. Special meetings shall be held within the Project or some other reasonable location in Morgan County unless a special meeting at another location would significantly reduce the cost to the Association and/or inconvenience to the Directors of the Association. At the sole and absolute discretion of the Directors calling such special meeting, special meetings of the Board may also or alternatively be held by any other means permitted under Utah law, including without limitation, telephonically or via web-based video conferencing tools that allow users to meet online, by which all Persons participating in the special meeting can hear each other at the same time, with or without video, and provides an option for users to call-in to such video conference via telephone if needed or desired. If Directors participate in any such special meeting of the Board by means of telephonic or video conference, such participation shall constitute presence in person at the special meeting. Written notice of any special meeting shall be posted in a manner prescribed for notice of regular meetings of the Board and shall be sent to all Directors of the Association not less than forty-eight (48) hours prior to the scheduled time of the special meeting; provided, however, that notice of such special meeting need not be given to any Director signing a waiver of notice or a written consent to the holding of such special meeting either before or after the time and date of the special meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail, with first-class postage thereon prepaid. The Association must also provide written notice of a special Board meeting to each Owner who requests such notice. Notice under this Section shall be provided via email to the email address provided by the Owner requesting notice. The notice must include the time, date, and location of the special Board meeting and must be given at least forty-eight (48) hours before the special Board meeting. Additionally, if a Director may participate in the special meeting by means of telephonic or electronic communication, written notice under this Section must provide the information necessary to allow the Owner to participate by the available means of communication. Notice under this Section is not required if: (a) notice of the special meeting is included in a meeting schedule that is previously provided to the Owner; or (b) the special meeting is to address an emergency, and each Board member receives notice of the special meeting less than forty-eight hours before the special meeting is to be held.

2.15 The Directors shall act only as a Board, and individual Directors shall have no powers as such. All meetings of the Board shall be open to Owners and the Board shall provide each Owner a reasonable opportunity to offer comments related to the matters discussed or to be discussed at the meeting, provided that the Board may limit such comments to one specific time period during the meeting. The Board may, with the approval of a majority of a quorum of its Directors, adjourn the meeting and reconvene in a closed executive session to consult with an attorney for the purpose of obtaining legal advice; discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; discuss a personnel matter; discuss a matter relating to contract negotiations including the review of a bid or proposal; discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; discuss a delinquent assessment or fine;

or similar orders of business. The general nature of any and all business to be considered in closed executive session shall first be announced in open session.

2.16 Any or all Directors may participate in an annual, regular, or special Board meeting by, or the meeting may be conducted through the use of, any means of communication by which all Persons participating in the meeting may hear each other during the meeting.

2.17 Any action that is required or permitted to be taken at a meeting of the Board may be taken without a meeting if one or more consents in writing, setting forth the action so taken, are signed by all Directors and such signed consents are filed with the records of the Association. To take action by written consent, such consent must be signed by each Director indicating either: (a) a vote in favor of the action; or (b) a vote against the action or abstaining from voting on the action as well as a waiver of the right to demand that action not be taken without a meeting. Action may be taken under this Section only if the affirmative vote for the action equals or exceeds the minimum number of votes that would be necessary to take such action at a meeting where all Directors were present. The consents of Directors may be sent to the Association by electronic transmission including text message, email, or other form of wire or wireless communication providing a complete copy of the document, including a copy of the signature of the Directors.

2.18 After the first election of the Directors following termination of the Period of Administrative Control, Declarant may execute, acknowledge and Record an affidavit stating the names of the Directors of the newly elected Board. Thereafter, any two (2) individuals who are designated of record as being Directors on the most recent Board, whether or not they shall still be Directors, may execute, acknowledge and Record an affidavit stating the names of all of the Directors on the then-current Board. The most recently Recorded evidence or copy of such affidavits shall be prima facie evidence that the individuals named therein are all of the incumbent Directors on the Board and shall be conclusive evidence thereof in favor of all Persons who rely thereon in good faith.

2.19 The fiscal year shall begin on January 1 and end on December 31, unless otherwise determined by the Board.

2.20 When a Director is sued for liability for actions undertaken in his or her role as a Director on the Board, the Association shall indemnify them for their losses or claims, and undertake all costs of defense, until and unless it is proven that they acted with willful or wanton misfeasance or with gross negligence. After such proof the Association is no longer liable for the cost of defense and may recover costs already expended from the Director on the Board who so acted. Directors are not personally liable to the victims of crimes occurring at the Project. Punitive damages may not be recovered against the Association but may be recovered from persons whose activity gave rise to the damages. The provisions of this Section are in amplification of any limitations on liability and indemnification provisions set forth in the Declaration.

2.21 An officer, employee, agent or director of a corporate Owner of a Lot, a director or designated beneficiary of a trust that owns a Lot, a partner of a partnership that owns a Lot, a member of a limited liability company that owns a Lot, a fiduciary of an estate that owns a Lot, and any representative of Declarant may be considered an Owner for the purpose of determining eligibility for membership of the Board. In all events where the individual serving or offering to

serve as an Officer of or Director on the Board is not the record Owner, they shall file proof of authority to act on behalf of the record Owner in the records of the Association.

2.22 The Board or the Officers appointed thereby may delegate to Local Service Districts, the Club, a Manager, or such other Persons as it so determines, all of the duties and obligations of the Board set forth herein and in the Declaration to the extent such duties and obligations are properly delegable.

2.23 The Board or the Officers appointed thereby reserve the right to make whatever tax and other elections which they deem necessary, including but not limited to, filing as a tax-exempt entity under Section 528 of the Internal Revenue Code.

2.24 During the Period of Administrative Control, Declarant shall have a right to disapprove any action, policy or program of the Association, the Board, the DRB, and any committee which, in the sole and exclusive judgment of Declarant, would tend to impair rights of Declarant or any affiliate of Declarant under the Declaration or these Bylaws, or interfere with development, construction of any portion of the Project, or diminish the level of services being provided by the Association. No such action, policy or program shall become effective or be implemented until and unless:

2.24.1 Declarant has been given written notice of all meetings and proposed actions to be approved at meetings of the Association, the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth in reasonable particularity the agenda to be followed at said meeting; and

2.24.2 Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. Declarant, its representatives or agents shall make their concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. Declarant shall have and is hereby granted an exclusive right to disapprove any such action, policy, or program authorized by the Association, the Board or any committee thereof, if the approval of the Board, any committee, or the Association is necessary for such action. This right may be exercised by Declarant, its successors, assigns, representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provision thereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of the Board, any committee, or the Association. Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

### ARTICLE III Meetings of the Association

3.1 The first meeting of the Association shall be held within one year after the closing of the sale of the first Lot sold in the Project. Thereafter, there shall be an annual meeting of the

Association held within the Project or some other reasonable location in Morgan County unless an annual meeting at another location would significantly reduce the cost to the Association and/or inconvenience to the Members. At the sole and absolute discretion of the Board, annual meetings of the Association may also or alternatively be held by any other means permitted under Utah law, including without limitation, telephonically or via web-based video conferencing tools that allow users to meet online, by which all Persons participating in the meeting can hear each other at the same time, with or without video, and provides an option for users to call-in to such video conference via telephone if needed or desired. If Members participate in any such meeting of the Association by means of telephonic or video conference, such participation shall constitute presence in person at the meeting. The date and time of such annual meetings of the Association shall be selected by the Board in its sole and absolute discretion.

3.2 Special meetings of the Association may be called by Declarant, the President, a majority of the Board, or Owners representing at least twenty-five percent (25%) or more of the Total Votes of the Association and shall be held in accordance with the provisions of Section 3.1, to consider matters which, by the terms of the Declaration, require the approval of all or some of the Owners or for any other reasonable purpose. Special meetings shall be called by written notice signed by Declarant, a majority of the Board or by Owners representing at least twenty-five percent (25%) or more of the Total Votes of the Association, which shall be delivered not less than fifteen (15) days prior to the date fixed for said meeting, to each Owner in the manner described in Section 3.3 below.

3.3 Notice of any meeting called for the purpose of taking any action by the Members shall be in writing unless oral notice is reasonable under the circumstances. Notice may be communicated in person, by telephone, by voice message, by electronic transmission (including without limitation email, text message, or the Declarant's or Association's website), or by mail or private carrier. Notice shall be served not fewer than ten (10) nor more than sixty (60) days prior to the date fixed for said meeting. If mailed, such notice shall be sent to each Owner of Record at such Owner's address or email address as shown in the records of the Association or to any other mailing or email address designated in writing by the Owner. Consent to electronic notice is deemed granted in the event an Owner provides an e-mail address to the Association. Such notice shall specify the place, date and hour of the meeting and a description of any matters that must be approved by the Owners for which the Owners' approval is sought at such meeting. The notice of a special meeting shall also include a description of the purposes for which the meeting is called. If any annual or special meeting of the Owners is adjourned to a different date, time or place, written notice need not be given of the new date, time and place if the new date, time and place are announced at the meeting before adjournment. Notwithstanding the foregoing sentence, if the adjournment is for more than thirty (30) days, or if after the adjournment a new record date for the adjourned meeting is or must be fixed pursuant to these Bylaws or applicable law, notice of the adjourned meeting must be given pursuant to the requirements of this Section 3.3 to Owners entitled to vote at the meeting.

3.4 The presence in person or by proxy of Owners holding twenty-five percent (25%) or more of the Total Votes of the Association (or all votes of a particular class of membership, if applicable) at any meeting of the Association held in response to notice to all Owners of record properly given shall constitute a quorum. In the absence of a quorum at an Association meeting, a majority of those present in person or by proxy may adjourn the meeting to another time, but may

not transact any other business. An adjournment for lack of a quorum by those in attendance shall be to a date not less than five (5) nor more than thirty (30) days from the original meeting date. The quorum for an adjourned meeting shall be the Members that are present in person or by duly authorized proxy at such adjourned meeting. If the time and place for an adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Owners in the manner prescribed for regular meetings of the Association. At any special meeting of the Association, only those matters of business, the general nature of which was given in the notice of the special meeting, may be voted upon by the Owners. Unless otherwise expressly provided in the Community Association Act, Nonprofit Act, the Declaration or these Bylaws, any action may be taken at any meeting of the Owners upon a majority vote of the Owners who are present in person or by proxy.

3.5 Any or all of the Owners may participate in an annual, regular, or special meeting by, or the meeting may be conducted through the use of, any means of communication by which all Persons participating in the meeting may hear each other during the meeting.

3.6 In the event of a procedural dispute, Robert's Rules of order (latest edition) shall govern the conduct of the Association's meeting when not in conflict with the Declaration or these Bylaws.

3.7 Any action that maybe taken at any regular or special meeting of the Association may be taken without a meeting if the following requirements are met:

3.7.1 A written or electronic ballot is distributed to every Owner entitled to vote setting forth the proposed action, providing an opportunity to signify approval or disapproval of the proposal and providing a reasonable time for the Owner to return the ballot to the Association.

3.7.2 The number of votes cast by ballot within the specified time equals or exceeds the quorum required to be present at a meeting authorizing the action.

3.7.3 The number of approvals of the action equals or exceeds the number of votes required to approve the action at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot.

3.7.4 The written ballot distributed to Owners affords an opportunity for the Owner to specify a choice between approval and disapproval of each order of business proposed to be acted upon by the Association and further provides that the vote of the Owners shall be cast in accordance with the choice specified.

3.8 At each meeting of the Owners, each Owner entitled to vote shall be entitled to vote in person or by proxy. For any Lot owned by more than one Owner, all of the Owners of such Lot may sign a certificate designating one of the co-Owners as the Owner authorized to cast the votes appurtenant to such Lot. In such event, the Board may rely on such certificate as being sufficient evidence of the authority of the Owner casting the votes appurtenant to such Lot. In the absence of such a certificate, if only one of several Owners of a Lot is present at a meeting of the Association, that Owner is entitled to cast all the votes allocated to that Lot. If more than one of the Owners of a Lot is present, the votes allocated to that Lot may be cast only in accordance with

the agreement of a majority in interest of such Owners. Absent a certificate of authorization, there shall be deemed to be majority agreement if any one of the Owners casts the vote allocated to the Lot owned without protest made promptly to the authority presiding over the meeting by any of the other Owners of such Lot. The right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Owner (or all of the Owners of a Lot if there is more than one Owner) or by its attorney (or all of the Owner's attorneys if there is more than one Owner) thereunto duly authorized in writing.

The instrument authorizing the proxy to act shall be delivered, at the beginning of the meeting, to the Secretary of the Association, or such other Officer or person who may be acting as the secretary at the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting. An Owner may revoke a proxy given pursuant to this Section only by actual notice of revocation to the Association. A proxy is void if it is not dated or purports to be revocable without notice.

3.9 Minutes of the annual and special meetings of the Association shall be distributed to each Owner within a reasonable time after the meeting.

3.10 The rights and obligations of any Owner shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership of an Owner's Lot, and then only to the transferee of ownership of the Lot. A transfer of ownership of a Lot may be effected by deed, intestate succession, testamentary disposition, foreclosure or such other legal process as is now in effect or as may hereafter be established under or pursuant to applicable law. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership of a Lot shall operate to transfer the membership in the Association appurtenant to said Lot to the new Owner thereof. Each transferee shall notify the Association of its purchase of a Lot. A change in the ownership of a Lot shall be effective for voting purposes from the time the deed or other instrument effecting such change is Recorded; the Board shall thereafter be given written notice of such change and provided satisfactory evidence thereof.

#### ARTICLE IV Officers

4.1 All Officers and employees of the Association shall serve at the will of the Board. So long as there are three (3) Directors on the Board, the Officers shall be a President, a Vice President, and a Secretary-Treasurer. The Board may appoint additional Vice Presidents and such other assistant Officers as the Board may deem necessary. No Officer shall be required to be an Owner. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Board and may be removed and replaced by the Board. The Board shall require that Officers (and other employees of the Association) be subject to fidelity bond coverage.

4.2 The President shall be the chief executive of the Board and shall preside at all meetings of the Association and of the Board and may exercise the power ordinarily allowable to the presiding officer of an Association, including the appointment of committees. The President shall exercise general supervision over the Project and its affairs. The President shall sign, and the Secretary shall witness, on behalf of the Association, all conveyances, mortgages and contracts of

material importance to its business. The President shall do and perform all acts which the Board may require.

4.3 The Vice President, if any, shall perform the functions of the President in the President's absence or inability to serve.

4.4 The Secretary shall keep minutes of all proceedings of the Board and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the Owners and the Board.

4.5 The Treasurer shall be responsible for the fiscal affairs of the Association but may delegate the daily handling of funds and the keeping of records to a Manager.

4.6 Any Officer may prepare, execute, certify and Record amendments to the Declaration on behalf of the Association.

#### ARTICLE V Common Expenses and Assessments

5.1 All Common Expenses shall be assessed in accordance with the Declaration.

5.2 No Owner shall be exempt from liability for Common Expenses by waiver of the use or enjoyment of any of the Project or by abandonment of his or her Lot.

5.3 The Treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the Project, specifying and itemizing the maintenance, repair and replacement expenses of the Project and any other expenses incurred. Such records shall be available for examination by the Owners during regular business hours and as required by the Community Association Act and the Nonprofit Act. In accordance with the actions of the Board in assessing Common Expenses against the Lots, the Treasurer shall keep an accurate record of such Assessments (which term references collectively Common Assessments, Special Assessments, and Specific Assessments) and of the payments thereof by each Owner.

5.4 All Assessments shall be a separate, distinct and personal liability of the Owners at the time each Assessment is made. The Board shall have the rights and remedies contained in the Community Association Act, the Nonprofit Act, and in the Declaration to enforce the collection of Assessments.

5.5 Any Person who shall have entered into a written agreement to purchase a Lot, by written request directed to the Board, shall be entitled to obtain a written statement from the Treasurer setting forth the amount of the monthly, quarterly, annual or other periodic Assessments and the amount of unpaid Assessments charged against such Lot and its Owner(s), and if such statement does not reveal the full amount of the unpaid Assessments as of the date it is rendered, neither the purchaser nor the Lot shall be liable for the payment of an amount in excess of the unpaid Assessments shown thereon, provided that the former Owner shall remain so liable. Any such excess which cannot be promptly collected from the former Owner-grantor shall be reassessed by the Board as a Common Expense to be collected from all Owners, including without limitation the purchaser of such Lot, his or her successors and assigns. The new Owner shall, and



the former Owner shall not, be liable for any Assessments made after the date of transfer of title, even though the expenses incurred or the advances made by the Board for which the Assessment is made relate in whole or in part to any period prior to that date. The Board is authorized to require a reasonable fee for furnishing such statements.

5.6 In addition to the statements issuable to purchasers, the Board shall, upon ten (10) days' prior written request therefore, provide to any Owner, to any Person who shall have entered into a binding agreement to purchase a Lot and to any Mortgagee, on request at reasonable intervals a current statement of unpaid Assessments for Common Expenses with respect to a Lot. The Board is authorized to require a reasonable fee for furnishing such statements.

5.7 In all cases where all or part of any Assessments for Common Expenses and capital contributions and for any expenses of and advances by the Board cannot be promptly collected from the Persons liable therefore under these Bylaws, the Board shall reassess the same as a Common Expense without prejudice to its right of collection against such Persons, or without prejudice to its lien for such Assessments.

## ARTICLE VI Litigation

6.1 If any action is brought by a Director on behalf of the Association, the expenses of suit, including reasonable attorneys' fees, shall be a Common Expense. Except as otherwise provided, if any action is brought against the Owners or against the Board or the Officers, employees or agents thereof in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Owners, the expenses of suit, including attorneys' fees, shall be a Common Expense. If any action is brought against one or more, but less than all Owners, with the result that the ultimate liability would, if proved, be borne solely by such Owners, the expenses of suit, including attorneys' fees, shall not be charged to or borne by the other Owners, as a Common Expense or otherwise.

6.2 Except as otherwise provided by the Community Association Act or the Nonprofit Act, any action brought against the Association, the Board or the Officers, employees or agents thereof, in their respective capacities as such, or the Project as a whole, shall be directed to the Board, and shall be defended by the Board; and the Owners and Mortgagees shall have no right to participate in such defense other than through the Board. Actions against one or more, but less than all Owners, shall be directed to such Owners, who shall promptly give written notice thereof to the Board, and shall be defended by such Owners.

## ARTICLE VII Abatement and Enjoinment of Violations by Owners

7.1 The violation of any Association Rules, the breach of any provision contained herein or the breach of any provision of the Declaration shall give the Board the right, in addition to any other rights set forth in these Bylaws:

7.1.1 To enter the Lot in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner or Owners, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions

hereof, and the Board shall not thereby be deemed guilty in any manner of trespass provided that items of construction may not be altered or demolished without proper judicial proceedings; and/or

7.1.2 To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

7.2 The Board may assess a fine against an Owner for violations of the Governing Documents provided that the Board shall give notice to the Owner of the violation and inform the Owner that a fine will be imposed if the violation is not cured within the time designated by the Board, which shall be at least 48 hours. The Board may levy fines in the amounts that it, in its sole and absolute discretion, shall determine to be reasonable for each violation of the Governing Documents. An Owner who is assessed a fine may request an informal hearing to protest or dispute the fine within thirty (30) days from the date the fine is assessed.

7.3 The Board shall have a right of action against Owners who fail to comply with any provision of the Governing Documents or the decisions of the Association or Board. Before pursuing such cause of action, the Board shall provide the Owner notice of the alleged violation and the opportunity to request an informal hearing.

7.4 The Board may impose a temporary suspension of an Owner's right to use the Common Areas and Facilities or other appropriate discipline against an Owner who has failed to comply with any provision of the Governing Documents. Prior to such suspension or other discipline, the Board shall provide the Owner notice of the alleged violation and the opportunity to request an informal hearing.

7.5 These remedies are cumulative to other remedies provided in the Declaration and these Bylaws, any Association Rules adopted by the Board, or in any applicable laws.

#### ARTICLE VIII Accounting

8.1 The books and accounts of the Association shall be kept in accordance with generally accepted accounting procedures under the direction of the Treasurer.

8.2 A budget for each fiscal year shall be adopted by the Board and distributed to all Owners prior to the beginning of the fiscal year to which the budget applies.

8.3 The Board shall distribute to the Owners an unaudited financial statement, prepared by an independent public accountant approved by the Association, within one hundred twenty (120) days after the close of each fiscal year.

8.4 As further set forth in the Nonprofit Act and the Community Association Act, the membership register, including mailing addresses and telephone numbers, books of account and minutes of meetings of the Association, of the Board and of committees of the Board and all other records of the Project maintained by the Association, Manager or managing company shall be made available for inspection and copying by any Owner or his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as an Owner, at the office where the records are maintained. Upon receipt of an authenticated written

request from an Owner along with the fee prescribed by the Board to defray the costs of reproduction, the Manager or other custodian of records of the Association shall prepare and transmit to the Owner a copy of any and all records requested. The Association may, as a condition to permitting an Owner to inspect the membership register or to its furnishing information from the register, require that the Owner agree in writing not to use, or allow the use, of information from the membership register for commercial or other purposes not reasonably related to the regular business of the Association and the Owner's interest in the Association. The Board shall establish reasonable rules with respect to:

8.4.1 Notice to be given to the custodian of the records by the Owner desiring to make the inspection or obtain copies;

8.4.2 Hours and days of the week when such an inspection may be made; and

8.4.3 Payment of the cost of reproducing copies of documents requested by an Owner.

Every Director shall have the absolute right at any time to inspect all books, records and documents of the Association and to inspect all real and personal properties owned or controlled by the Association. This right of inspection shall include the right to make extracts and copies of records, subject only to the right of the Association to require that the Director agree in writing not to use, or allow the use of, the information from the membership register for commercial or other purposes not reasonably related to the business of the Association and the Director's interest in such Association.

#### ARTICLE IX Special Committees and the DRB

9.1 The Board by resolution may designate one or more special committees, each committee to consist of three (3) or more Owners, which to the extent provided in said resolution shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Board. All special committees shall keep regular minutes of their proceedings and report the same to the Board when required. The members of such special committee or committees designated shall be appointed by the Management Committee or the President. The Board or the President may appoint Owners to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

9.2 The Board by resolutions shall appoint members of the DRB in accordance with the Governing Documents. The DRB shall consist of the number of members determined at the sole discretion of the Board. The term of office for each member of the DRB is two (2) years commencing July 1 of each year. Initially and until otherwise determined in accordance with the Governing Documents, the DRB shall consist of a chair and two other members selected annually by the Board. In addition to those three members, the DRB shall have three additional professional "advisory" members: an architect, a landscape architect and a civil engineer. These professional members shall be jointly nominated and selected by the Board but do not cast a vote on matters coming before the DRB. The DRB shall have and exercise all of the powers, duties and

responsibilities set out in this Declaration. The DRB shall meet on such schedules as may be established by the chair of the DRB, such chair being elected by the voting members of the DRB. A majority of the members of the DRB shall constitute a quorum and the majority vote of a quorum present at any meeting of the DRB shall be sufficient to approve any action. Meetings may occur telephonically, in person, or through video conference. Meetings shall be open to any and all Owners; however, written notice of such meetings be required only to those Owners who formally request notice in writing. Otherwise, the Board shall ensure that notice of a meeting of the DRB is posted on the Association's website at least forty-eight (48) hours prior to the start of the meeting. Actions may be approved without a meeting by the unanimous written consent of all DRB members with the right to vote on matters coming before the DRB.

**ARTICLE X**  
**Rental or Lease of Lots by Owners**

10.1 Pursuant to the Declaration, no lease of any Lot shall be permitted without the consent of the Association, which consent may be granted or withheld in the Board's sole and absolute discretion. Any and all such leases shall be subject to the Governing Documents. Any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All such lease agreements shall be in writing.

10.2 Any Owner who rents or leases or otherwise permits any other Person to utilize his or her Lot shall be responsible for the conduct of his or her tenants or occupants, and upon written notice from the Board, Club, or a Manager, said Owner shall be responsible for correcting violations of the Bylaws or Association Rules committed by such tenants or occupants.

10.3 If an Owner fails to correct violations by tenants within seventy-two (72) hours of such notice, the Board or Manager shall be deemed to be the agent of the Owner and empowered to take any enforcement action the Owner would be entitled to take, the reasonable costs of such action, including but not limited to fees and costs paid to third parties, to be assessed to the Owner and payable within thirty (30) days of Assessment. Such costs shall be collected and enforced in the same manner as Common Expenses under the Declaration.

10.4 The power of the Board or Manager hereunder shall include but not be limited to any and all legal remedies available under the laws of the State of Utah. Any Owner by the act of renting, leasing or otherwise permitting any other Person to utilize his or her Lot shall be deemed to have consented to these procedures and shall indemnify and save harmless the Board and the Manager from and against any and all liability therefor. It is expressly understood that the remedies available to the Board or Manager shall include but not be limited to the right to seek eviction of the tenant without any liability to the Owner.

10.5 If an Owner shall at any time lease his or her Lot and shall default in the payment of Assessments, the Board may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due, and the payment of such rent to the Board shall be sufficient payment and discharge of such tenant and the Owner for such assessments to the extent of the amount so paid. This Section 10 shall be incorporated by reference into every lease agreement entered into by and between an Owner and his or her tenant, whether or not this Section is expressly referenced therein.

**ARTICLE XI  
Amendment of Bylaws**

Except as otherwise provided in the Nonprofit Act, the Community Association Act or these Bylaws, the Bylaws may be amended by the vote of Owners holding a majority of the Total Votes of the Association present in person or by proxy at a meeting duly called for such purpose, or by written ballot without a meeting. Provided, however, the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause. Upon such an affirmative vote, the Board shall acknowledge the amended Bylaws and notify the Owners, in writing, of such amendment, setting forth the fact of the required affirmative vote of the Owners and the amendment shall be effective upon Recordation. Notwithstanding anything to the contrary contained or implied herein, Declarant reserves the right, without the consent of any other Owners, to amend any provisions of these Bylaws to comply with the then-existing statutes, regulations or other requirements of any federal, state or local regulatory authority affecting the Project, together with all other unilateral amendment rights of Declarant that are set forth in the Declaration.

**ARTICLE XII  
Severability**

The provisions hereof shall be deemed independent and severable, and the invalid or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

**ARTICLE XIII  
Waiver**

The failure of the Board to insist upon strict performance of any provisions hereof shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of these Bylaws shall be deemed to have been waived unless such waiver is in writing and signed by the Board.

**ARTICLE XIV  
Captions**

The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of these Bylaws nor the intent of any provision hereof.

**ARTICLE XV  
Effective Date**

These Bylaws shall take effect as of the date of the Declaration, having been duly adopted by the Board.

**ARTICLE XVI**  
**Counterparts**

These Bylaws may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**ARTICLE XVII**  
**Seal**

The Board may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation and the words "Corporate Seal."

EXECUTED this \_\_\_\_ day of April, 2022.

**BOARD**

SIGNED BY:

\_\_\_\_\_  
Gary Derck, Director and President

\_\_\_\_\_  
Brian Nestoroff, Director and Vice President

\_\_\_\_\_  
Ed Schultz, Director and Secretary-Treasurer

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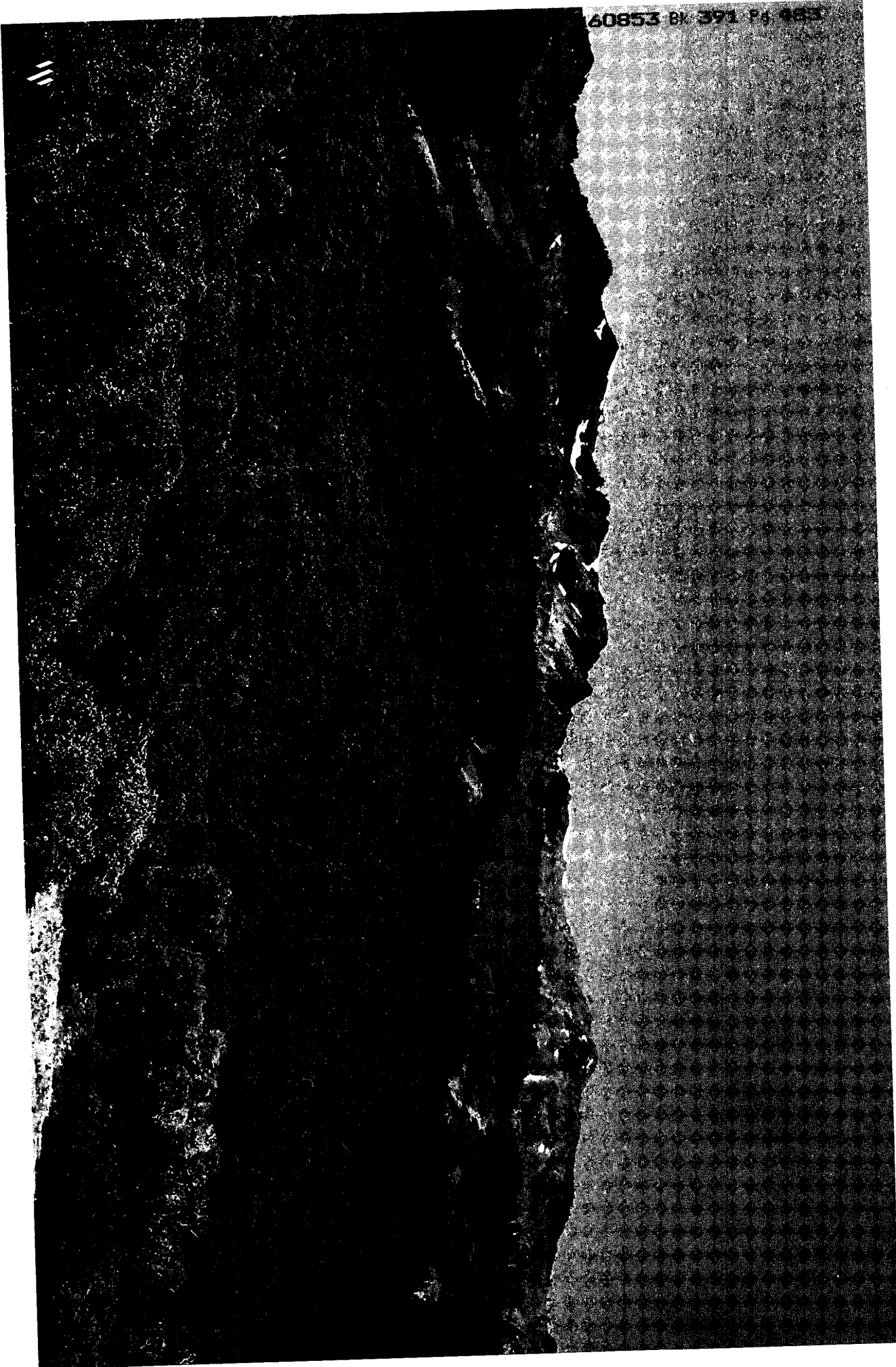
**EXHIBIT C**  
**DESIGN GUIDELINES**  
**(SEE ATTACHED)**

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Wasatch Peaks Ranch  
Design Guidelines  
DRAFT December 8, 2021

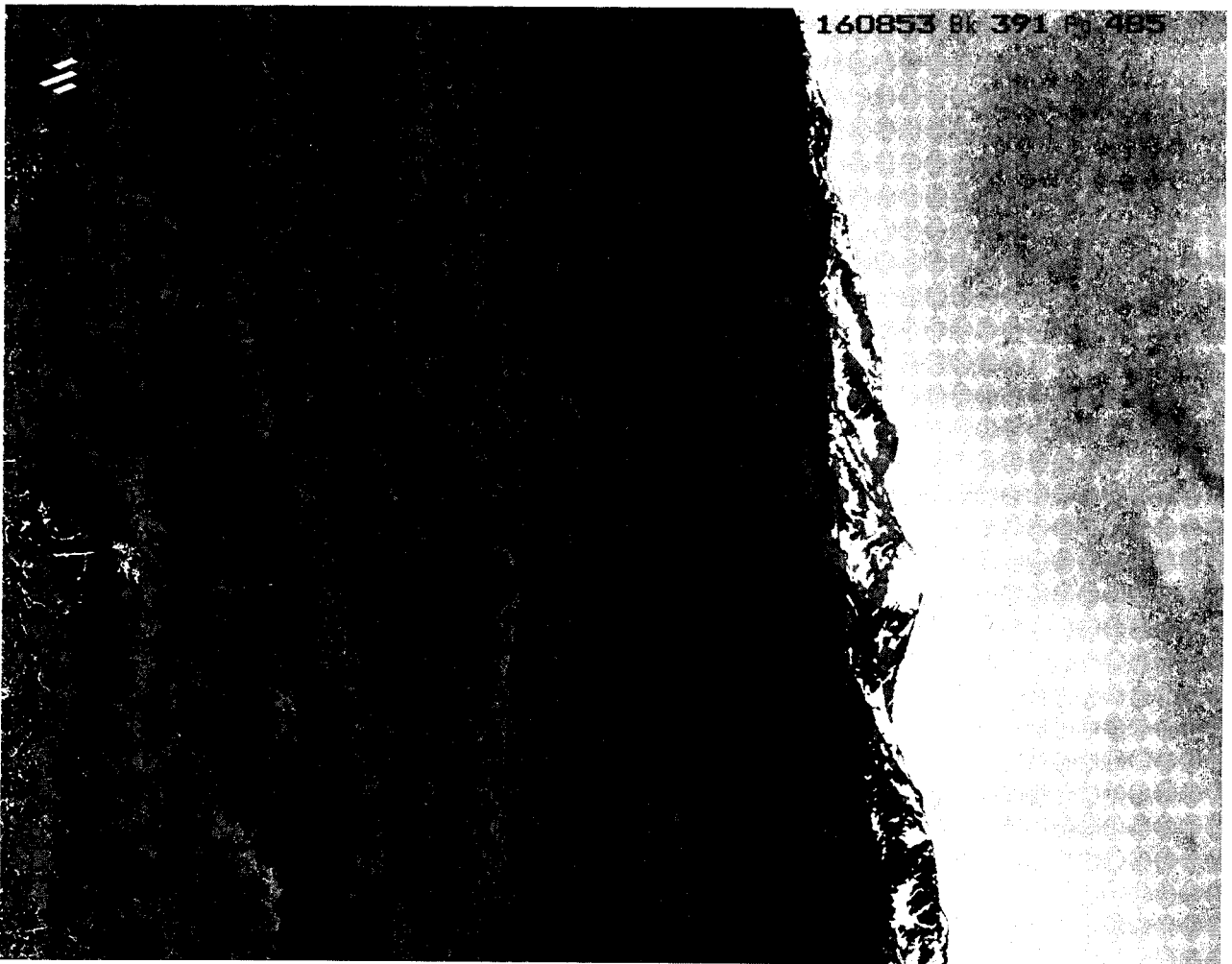




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*Note on Illustrations and Photos*  
 The illustrations in this document are not intended to be representative of what will/should be built. Instead, the illustrations and images are in place to demonstrate a point and should not be taken literally.



## VISION

Wasatch Peaks Ranch (WPR) is located overlooking a rural valley in the midst of a spectacularly scenic landscape. The community has been carefully planned to take advantage of its mountain-front site and the remarkable natural beauty of its surroundings. The vision for WPR is to create a private planned residential community that is nestled into its setting with exceptionally high-quality residential and club structures that reflect its members mutual respect for the land and each other.

**Wasatch Peaks Ranch is a place  
to connect, to learn, and to grow.**

The lifestyle of the WPR community is intended to be family and recreation-ally-focused, providing its members access to all the recreational pursuits that the Wasatch Range and Morgan Valley have to offer. The culture of the community is ranch-like in that it is comfortable, caring and focused on providing a seamless and effortless daily life with close-knit family and friends.

In this spirit, the WPR design guidelines have been created to embrace the principles of our members: that this is a community that is respectful, modest, honest, and authentic. The guidelines do not dictate a particular style. Rather, they create the flexibility for each owner to design a home that reflects their personal tastes while respecting the impacts on neighbors, the surrounding community, and the broader environment. However, the guidelines do require that residences are designed and built to respect our unique (and sometimes challenging) climate and to defer to the land such that the built structures complement and coordinate with the surrounding landscape.

The massing of structures within the community should be designed to fit within the slopes, folds and vegetative character of the site. And the materials used on the exterior surfaces of residences, club buildings and associated site features should feel "of the place" and reflect the colors, tones and textures of the surrounding landscape.

The overall goal is to foster harmony between buildings and their sites, maximize the integration of indoor and outdoor spaces and to make sure that built environment "fits" comfortably with the surrounding landscape setting.



## GOALS

The guidelines have been prepared to assist in maximizing the quality of the living experience at Wasatch Peaks Ranch. The Guidelines contained herein apply to any development of a home or any other improvements that create a change to the exterior (visible from the outside) appearance of the home or its surroundings within Wasatch Peaks Ranch. The purpose of the Guidelines is to enhance the aesthetic experience, to promote harmonious residential design, and to protect and enhance property values. The recommendations and regulations contained herein encourage harmonious architectural building and landscape design and foster the preservation of the native features. The design guidelines apply to all construction, alteration, additions, sitework, grading, landscaping or removal of landscaping on any residential homestead within the Wasatch Peaks Ranch community.

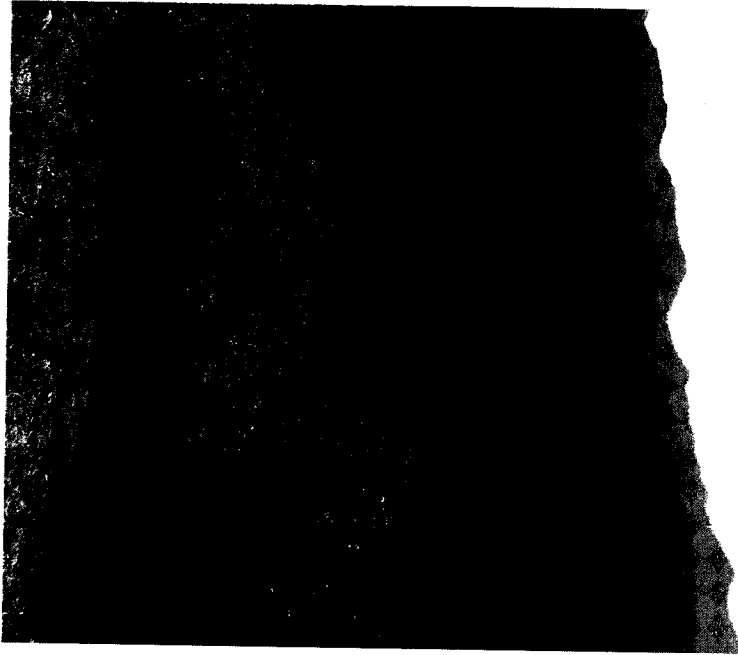
### Wasatch Peaks Ranch is a place of mutual respect for one another, and the land.

While we acknowledge that as a community we can't legislate great design, the goal of these design guidelines is to create a process that inspires world-class and timeless design, builds community, and establishes mutual respect for one another and the surrounding land and natural features.

Specific objectives of these design guidelines are to:

1. Retain and enhance the natural character of the site.
2. Maximize the perceived open space.
3. Optimize views and privacy.
4. Minimize visual impact from on and off site.
5. Allow for owners to develop a home design that meets their personal tastes while being respectful of neighbor's privacy, view sheds, and the vision of the larger community.
6. Not to promote a single architectural style, instead promote an architecture that responds to the land and, to the greatest extent possible, recedes into the landscape.
7. Ensure that residential and site design is responsive to the individualized landscape zones and neighborhoods that have been carefully planned within those zones.
8. Create a process that is interactive collaboration between Architect, Owner and the Design Review Board (DRB).....and is also fun and inspirational...encouraging our members to enjoy creating and elevating the design aesthetic of our community.





# SITE



At WPR, there is a sense of unity under one dramatically beautiful mountain range. The natural landscape is the fabric that weaves together distinct neighborhoods and connects us to rugged adventures that inspire and elevate the WPR lifestyle. As homes are designed and built within WPR, care must be taken to preserve the rugged natural beauty that is part of the community's DNA.

Master neighborhood planning decisions carefully considered the placement and scale of residential and club facility development. Each site has unique visible features including landforms/topography, slope/aspect, viewsheds, vegetation type/density and access that need to be studied in the site-specific design process. Each site also has non-visible features, such as geology, subsurface drainage and utility services that need to be carefully considered. The impact of each residence on visibility from ski trails, golf holes and neighboring residences (above, below and nearby) must also be carefully analyzed.

WPR's diverse natural landscape is fragile and it takes years to truly revegetate and mitigate any disturbance impacts that occur during site-specific development and building. Thus, the site design guidelines seek to limit the total disturbance area on each homestead to the designated building activity envelopes and driveway corridors and protect and preserve as much of the site's natural areas as possible.

Care should also be given to maintaining the site's natural drainage courses, wildlife habitat and corridors and the necessary screening and privacy from neighboring residences, club facilities and roads.

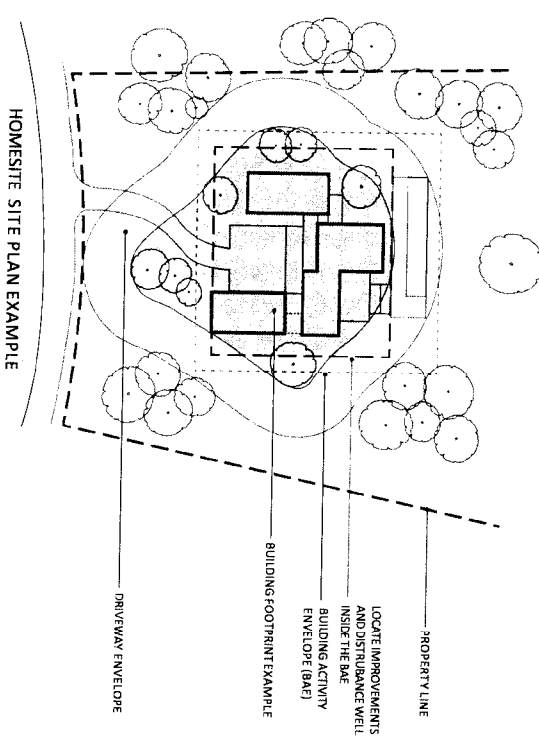
# SITE

## Building Activity Envelope

- Each WPR homesite has a pre-designated building activity envelope (BAE). BAE's have been created to site the building and associated improvements on the most developable portion of the homesite, optimize views and provide the least amount of impact upon the land and natural vegetation as possible.
- The BAE has also been sited to minimize vegetation removal, potential erosion outside of envelopes and mitigate potential visual impacts to neighboring properties, as well as roadways, ski runs, golf holes and community trails
- The Building Activity Envelope delineates the limits of any disturbance related to the construction of the residence and its associated site work. All residential buildings, associated structures, terraces/patios/decks, walls, pools/spas, site features, grading and landscaping shall be fully contained within the designated building activity envelope.
- Any area outside of the Building Activity Envelope shall be left as natural as possible while providing the required defensible space for wildfire mitigation.

## Driveways

- Driveway envelopes have been delineated on the preliminary plans for each homesite identifying the preferred access corridor to the homesite.
- Driveways shall be located to minimize grading and disruption to the natural landscape as much as possible and preserve existing vegetation to provide for necessary screening and privacy.
- Some homesites have been designated to share driveways with adjoining homesites. Neighbors who share driveways shall enter into a shared driveway agreement (as provided by the WPR HOA) to accommodate the maintenance and repair of shared driveway improvements.
- Parking area and garage layouts off driveways shall minimize the visibility of garage doors and cars from the street and adjoining properties.
- A minimum of three (3) enclosed parking spaces per single-family residential dwelling unit and one guest parking space shall be provided on each homesite.
- Adequate room for vehicles to turnaround shall be provided on each lot.
- Driveways shall be asphalt, concrete or other approved hard surface from adjoining roadway to the garage or auto court, except for Ranch Lots, which may be gravel or chip and seal.
- Maximum gradient on driveways shall not exceed twelve percent (12%).
- Parking and staging areas of driveways and/or turnabouts shall not exceed four percent (4%).
- Driveways may be snow-melted, provided that adequate drainage is provided for snow-melt run-off.



## Driveways (cont.)

- Drainage from driveways shall be directed across landscaped areas to appropriate drainage easements or roadside drainage swales. Discharge of driveway runoff onto roadway surfaces shall be avoided.
- Driveways shall provide for culverts of adequate diameter and slope so as not to impede the flow of water in roadside swales or ditches
- All homesites shall have a driveway entry feature. The feature should help identify the location of the driveway entrance and incorporate the address of the lot. Such features may include monumentation, signage to a maximum of two (2) square feet, earth forms and landscape plantings. A subtle and dark-sky compliant controlled illumination of the feature is acceptable. No entry feature, exclusive of landscaping plantings, shall exceed six (6) feet in height.



#### Site Grading

- Proper site grading is required to promote public health, safety and welfare and to minimize grading impacts on the natural contours of the land. Each site should match and blend new design into existing topography and landforms while ensuring the protection of any existing drainage corridors.
- Buildings shall not appear perched on site.
  - Maximum slopes shall be 2:1 with adequate stabilization, unless otherwise specified by the site-specific geotechnical report.
  - Slopes greater than 2:1 may require a retaining wall.
  - Disturbed areas shall be revegetated to match and blend naturally into surrounding environment.
  - All cuts and fills shall be shaped, rounded, minimized and non-uniform to simulate natural existing contours.
  - Existing topsoil shall be stockpiled and utilized to cover manufactured slopes.
  - All earthwork and grading shall respect site-specific geotechnical report recommendations specific to the homeste's location

#### Geotechnical Requirements

- A preliminary homeste-specific geotechnical and geohazard letter report has been provided to the homeste owner (by Langan & Associates), which provides an overview of the geological conditions and constraints related to each homeste. Owner shall have a site-specific geotechnical report, specific to the homeste and proposed residence and associated improvements design, prepared by a licensed geotechnical engineer familiar with the project's geology. A preliminary draft of this report and its site-specific recommendations shall be submitted to the DRB as part of the preliminary review submittal. And then a final version of this report, with final recommendations based on the final design for the residence and associated improvements, shall be submitted to the DRB as part of the final review submittal...and then to the County Building Department as part of the building permit application. The site-specific geotechnical report shall include detailed recommendations for foundation design, retaining wall design, driveway design, slope stabilization and geologic mitigation techniques and strategies to be implemented during the development of the homeste and the construction of the residence, driveway and other improvements on the homeste.
- #### Lot Consolidations
- Combining of two or more lots may be accomplished through a Plat amendment processed under the jurisdiction of Morgan County. Any plat amendment, including a building envelope modification shall be reviewed and approved by the DRC prior to submittal to Morgan County.
  - If a property owner elects to combine two or more lots, the newly created lot cannot be re-subdivided later.

#### Site Drainage

- Proper drainage is required to maintain existing drainage patterns and discharge points in and around the homeste, both during and after construction.
- New drainageways shall appear natural and function like natural drainageways utilizing material native to the site.
  - Drainage resulting from development shall be dispersed on site and not directed towards other homestes.
  - Passive landscape swales shall be protected prior to drainage leaving the site.
  - When existing drainage patterns run through a building activity envelope, the existing drainage pattern may be relocated to accommodate a built structure provided that the existing drainage inflow and outflow locations are maintained.

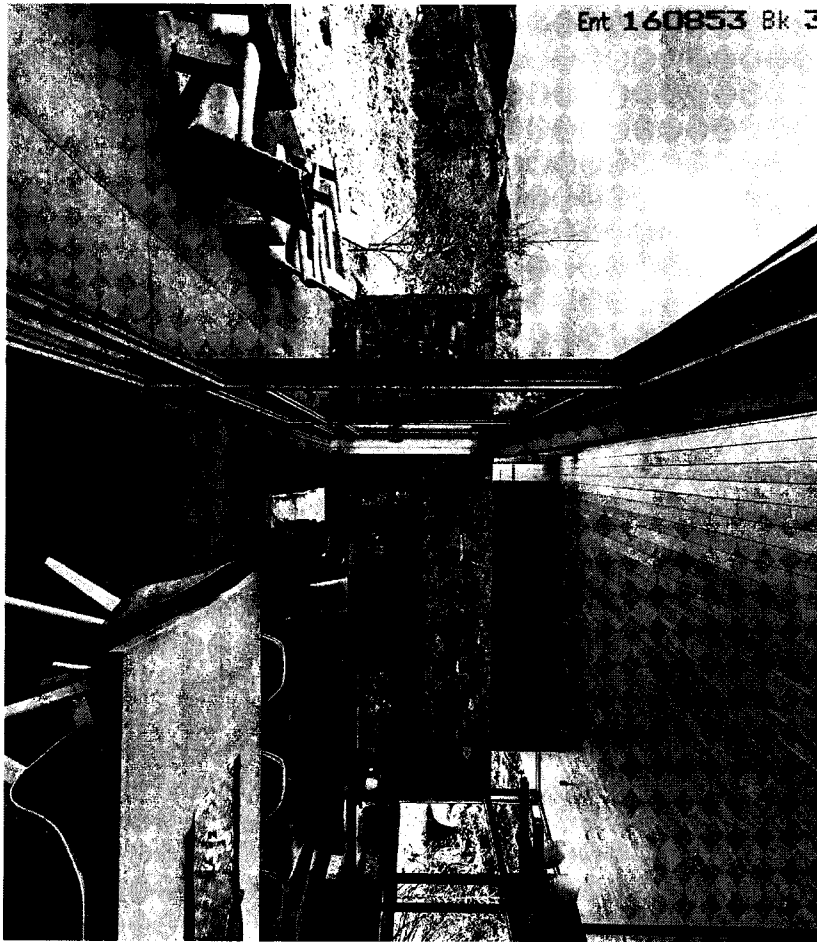
#### Retaining Walls

- Retaining walls are to be used to minimize the disturbance of the site and to integrate new improvements into the existing topography.
- Wall height shall not exceed five feet (5').
  - Walls that need to make up vertical elevation beyond five feet (5') shall be stepped or terraced to provide planting pockets.
  - Each terrace width shall be a minimum of thirty-six inches (36").
  - Tops and ends of walls shall be shaped to blend into adjoining natural contours.
  - Wall material shall be natural (stone) on all walls that are visible from roadways, driveways and residences.

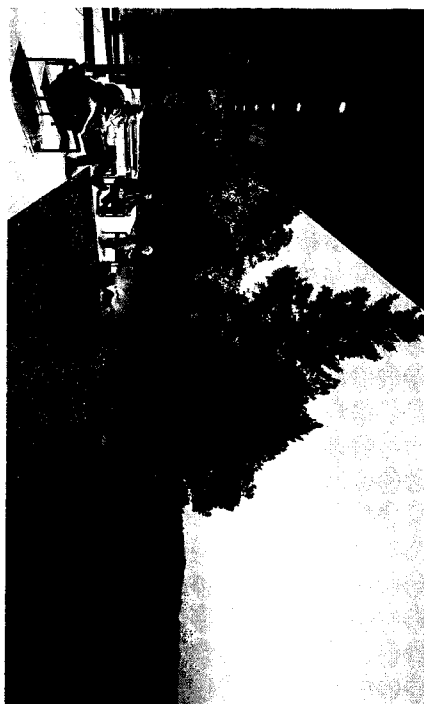
#### Fencing

- Fencing is limited to dog/pet runs, small garden areas, children play areas and pool surrounds and shall be located in immediate proximity to the residence with layout and materials that blend into natural landscape features.
- Lot boundary fencing is not allowed.
  - Fence materials shall be wood, stone or metal and shall match the materials on the adjoining residence structures.
  - Fences shall not exceed four feet (4') in height.
  - Exceptions shall be provided for Ranch Lots where high-quality corral fencing may be permitted with layout and materials that minimizes the visual impact from surrounding roadways, driveways and residences.



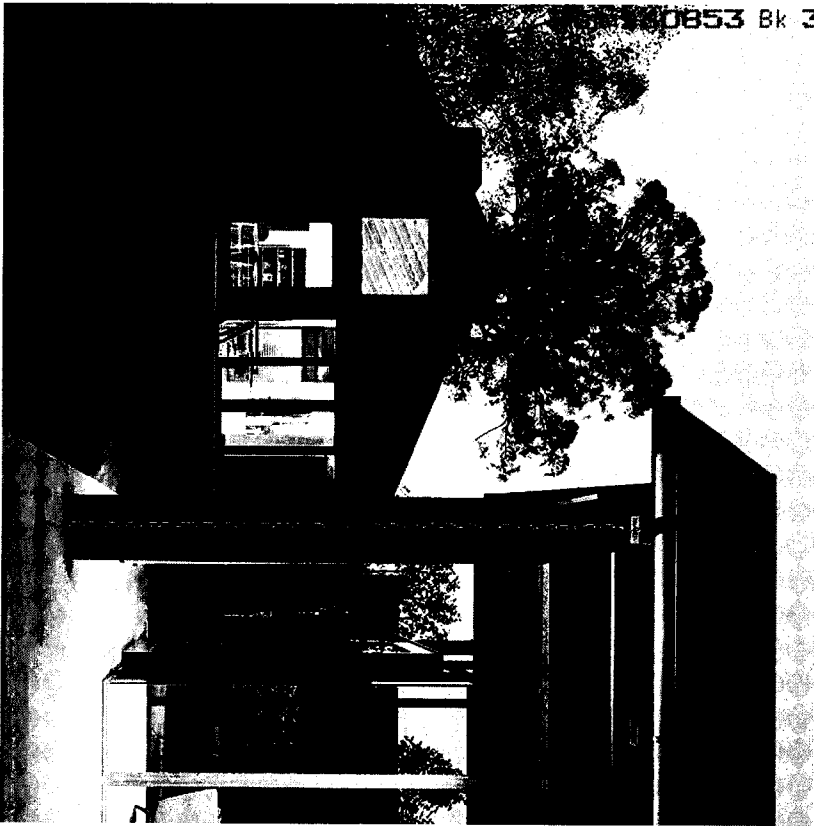


## ARCHITECTURE



Mutual respect and celebration of differences are core values at WPR, and they are at the heart of what these guidelines strive to create. The intent of these guidelines is to elevate design quality, compatibility and appropriateness for all residential development at WPR. The WPR design guidelines do not dictate a particular architectural style. Rather, they allow the freedom for each owner to imagine what could be – to design a home that reflects their personal tastes while respecting their impacts on neighbors, the overall WPR community, and the environment in and around the community.

WPR is one of the most beautiful places on earth. It's evident that the natural features of WPR elevate our community's lifestyle and provide unique value to the community as a whole. Accordingly, these guidelines require that homes designed and built in WPR defer to the land and native vegetation, complement and blend with the surrounding natural landscape.



## ARCHITECTURE

These are the overall guideline topics that apply to all single-family homes in WPR. More specific guidelines are delineated by Neighborhood Type to respond to their specific landscape and site conditions as well as property and building envelope sizes.

### Building Height

- The intention is to not exceed the height of the surrounding tree canopy and minimize the visual impact of the residences and other improvements.
- Maximum building height is measured from the finished grade around the foundation of the residence to the top of the main roof form of the residence.
- All building elements, including roof's need to be below the maximum height with the exception of chimneys and HVAC equipment which are allowed to protrude up to 5' above each neighborhoods building height limit over an area of up to 5% of the building's roof area.
- Roof mounted HVAC equipment should be appropriately screened.

### Building Massing/Scale

- Breaking down the scale of homes with multiple masses, pods or wings is encouraged.
- Finish floors and the associated massing should step with and tuck into the topography
- Detached accessory structures (garages, saunas, guest house, fitness pavilion, etc.) are encouraged to help break down the visual scale and mass of the residence. Guest houses that have a kitchen and living space can be up to 20% of the size of the main residence and may not be used as full-time residence.
- Placement of the home's mass, scale and roof form shall be developed to minimize any "sky-lining" when visible from the community's roads, nearby residences and the club facilities. "Sky-lining" is defined when the profile of a home or its roof meets blue sky beyond.

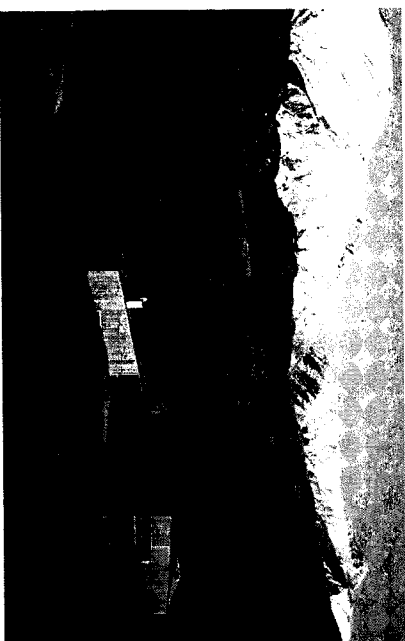
## ARCHITECTURE

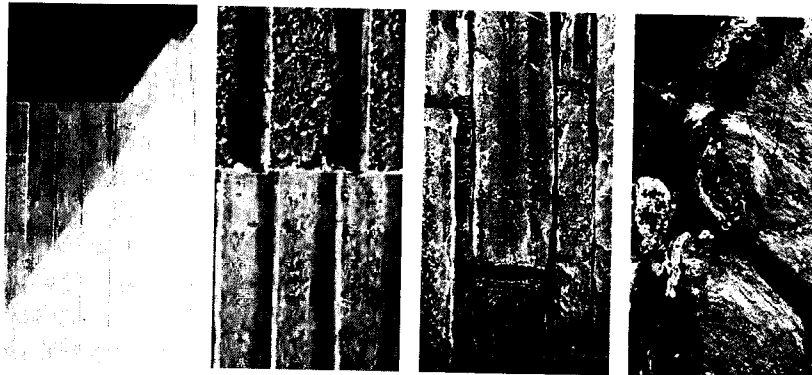
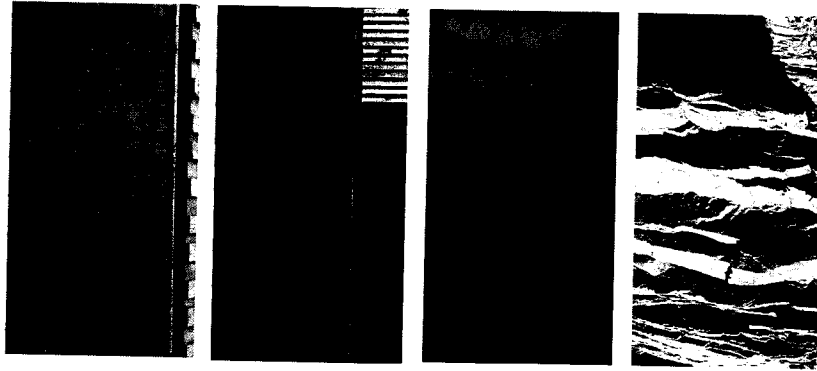
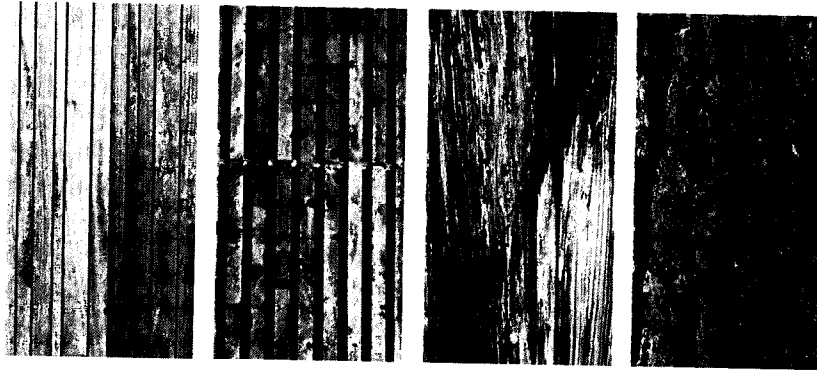
**Color, Materials, Texture, and Shadow**

- Exterior materials and colors should take cues from and complement the pre-dominate landscape of the homestead and its surroundings. This includes roof materials, walls, windows/doors, accessory structures and site elements.
- Presentations of material boards for approval shall include photographs of the colors and textures of the site to illustrate the connection between the proposed material palette and the site throughout the seasons.
- Deep, shadowed textures or materials with weathering finishes are required for most of a home's exterior wall surfaces. Natural materials are encouraged. Synthetic or painted finishes should be minimized and only used in secondary applications if at all.
- Reflective materials such as galvanized metal are high discouraged.
- Overhangs and/or other forms of relief are encouraged to help buildings recede into the landscape and minimize visual impact of glass.
- Materials should be sourced as locally as possible.

**Minimize the Visual Impact of Automobiles**

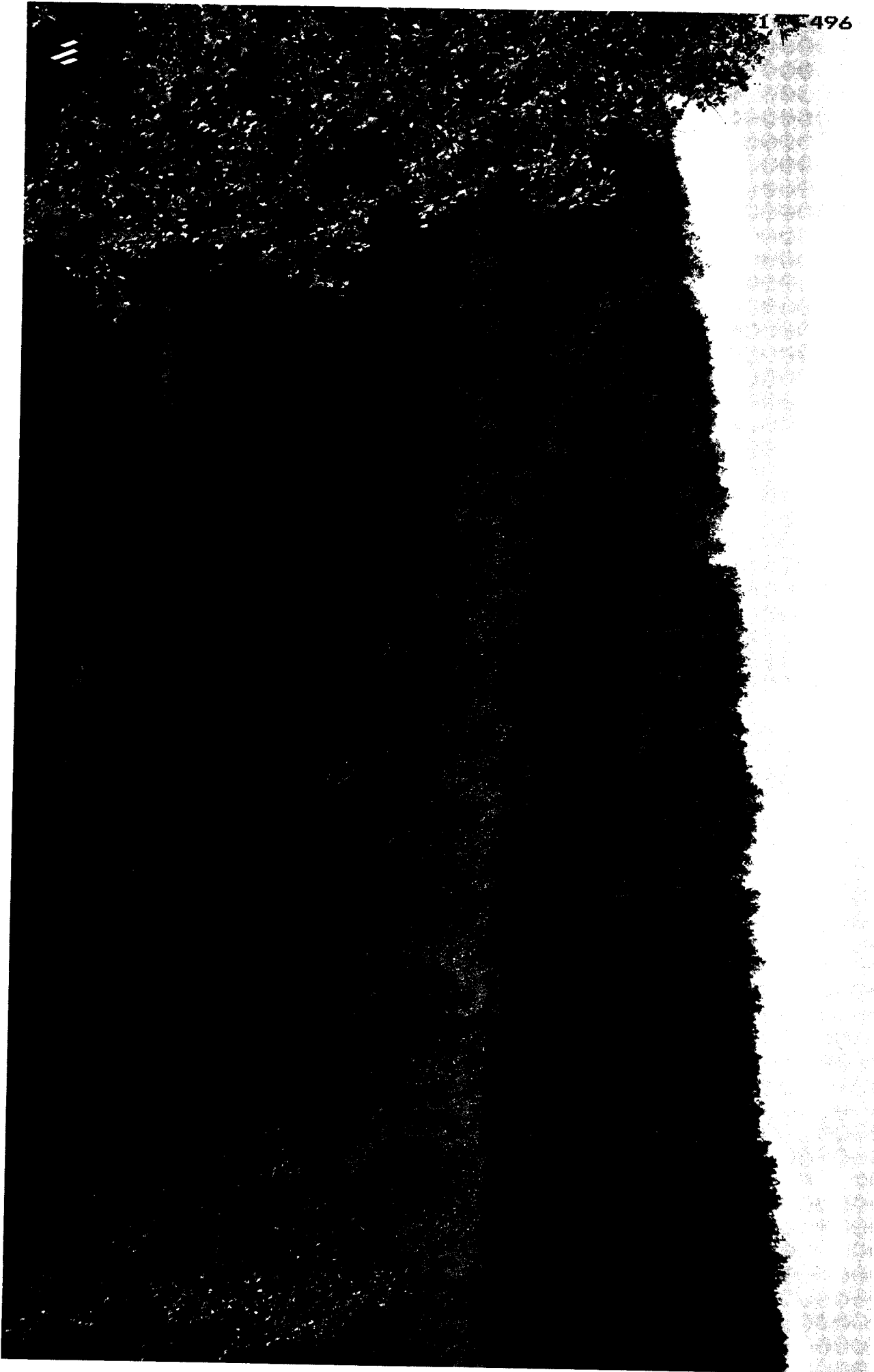
- Garage doors should not be visible from community roadways and neighboring properties. When this is not possible garage doors shall recede within the overall mass of the garage.
- Garages shall provide dedicated storage space for alternate means of transportation around W/P.R such as E-bikes and electric carts.





MATERIAL PALETTE  
ARCHITECTURE

11





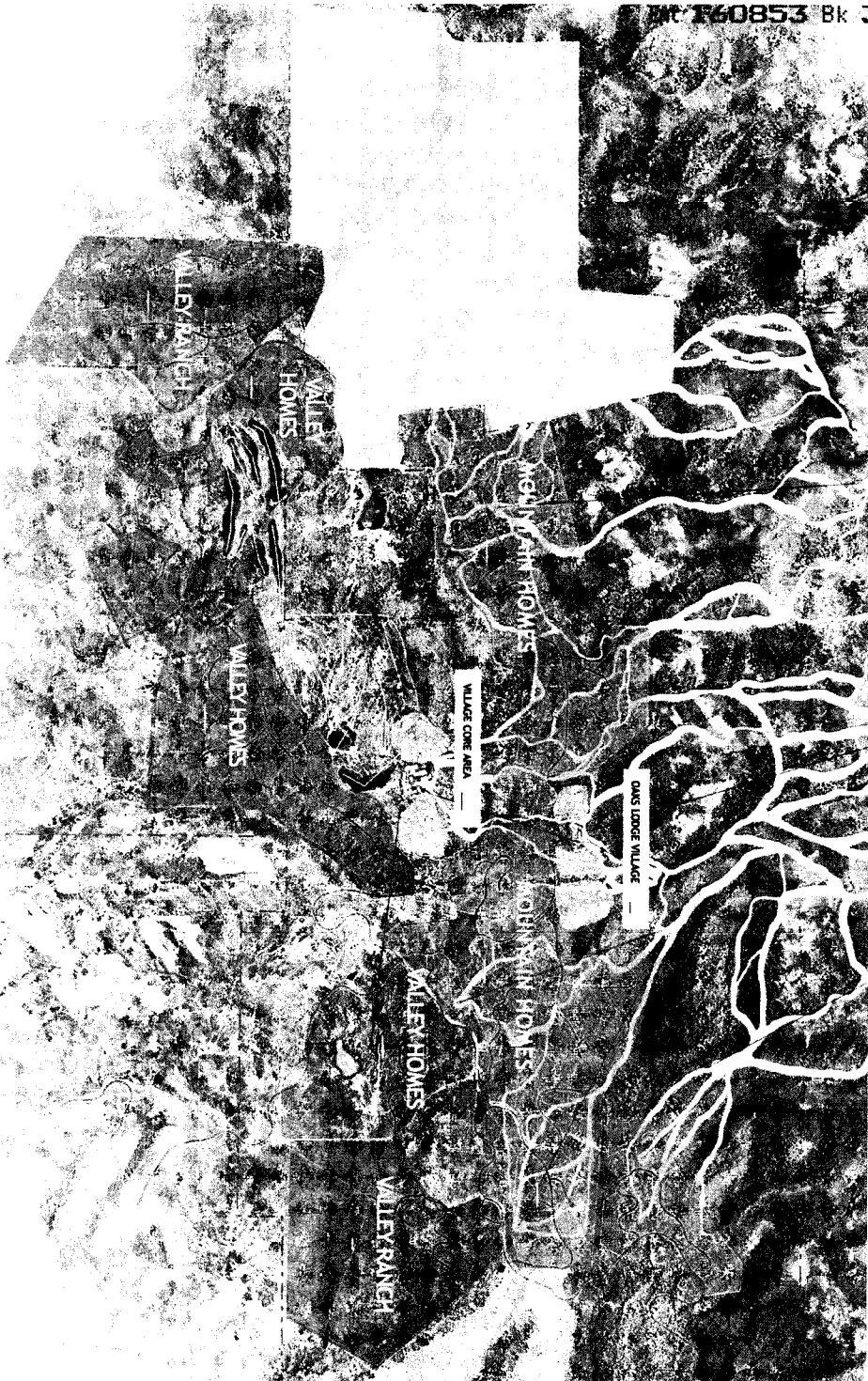
## NEIGHBORHOODS



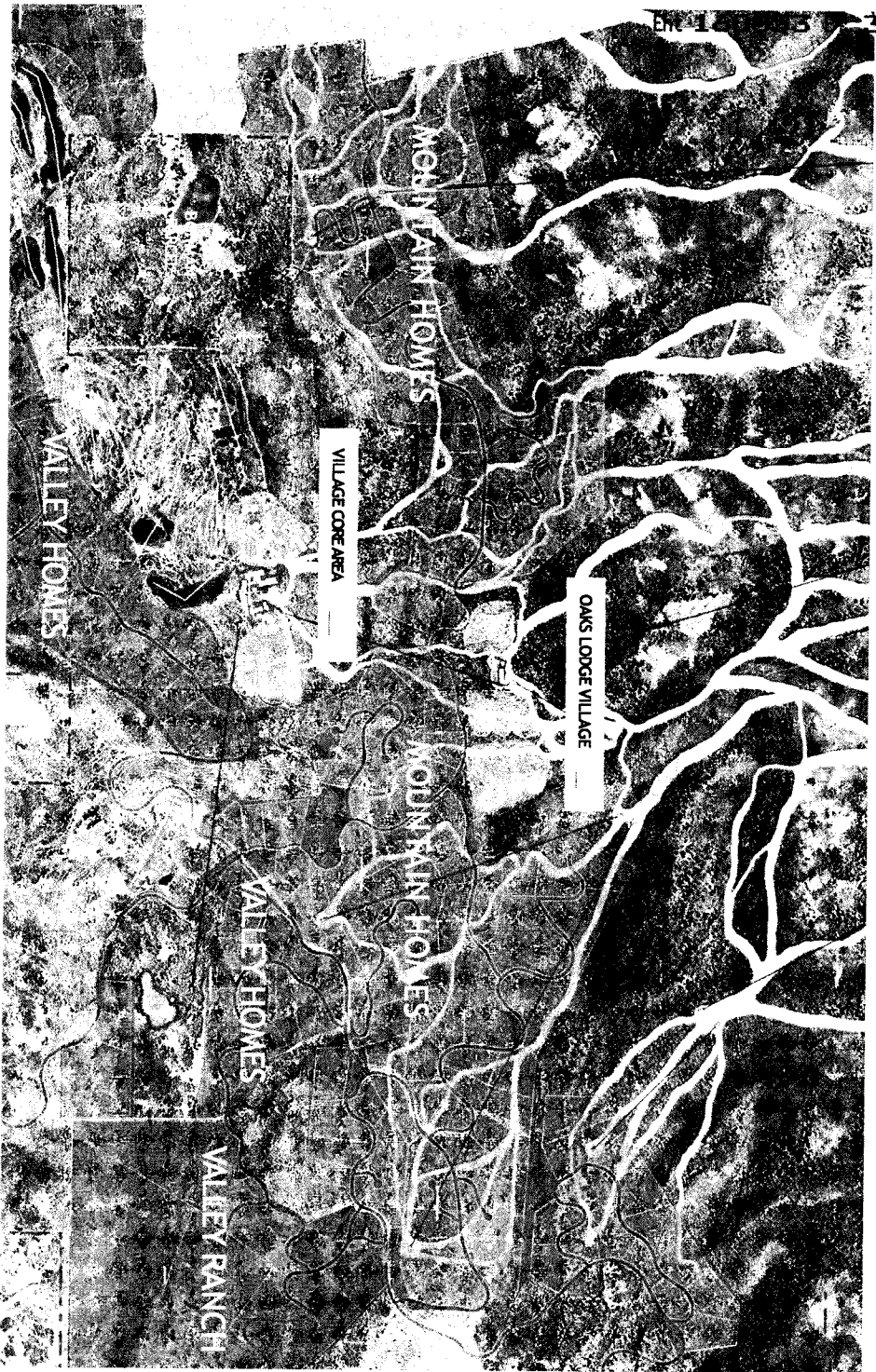
Natural landscape character varies greatly from the lower-lying meadows and scrub oaks to the sub-alpine forest stretching over the 4,000 vertical feet of elevation change at WPR. Threading new development into this diverse landscape in a manner that enhances the blends with the natural landforms and vegetation and does not disrupt or distort them requires site-specific design solutions that take into account the unique ecotones in each particular area of the community.

The following guidelines are organized by neighborhood types depending on the specific natural landscape qualities and property size.



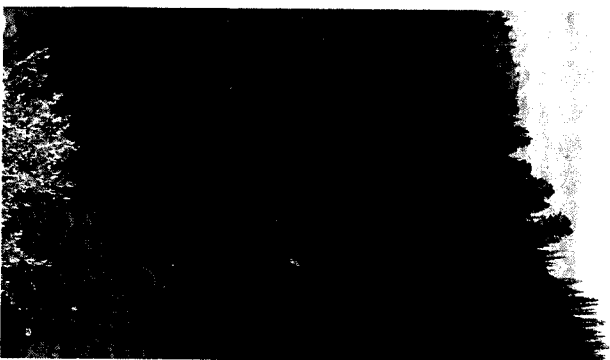


NEIGHBORHOODS

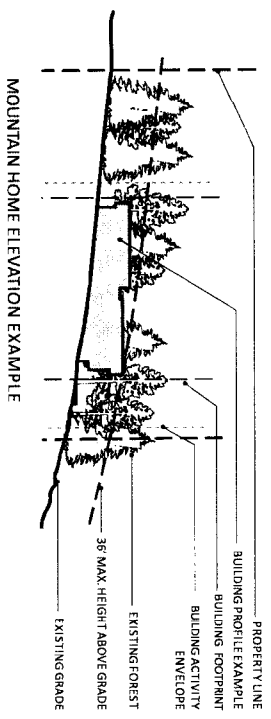
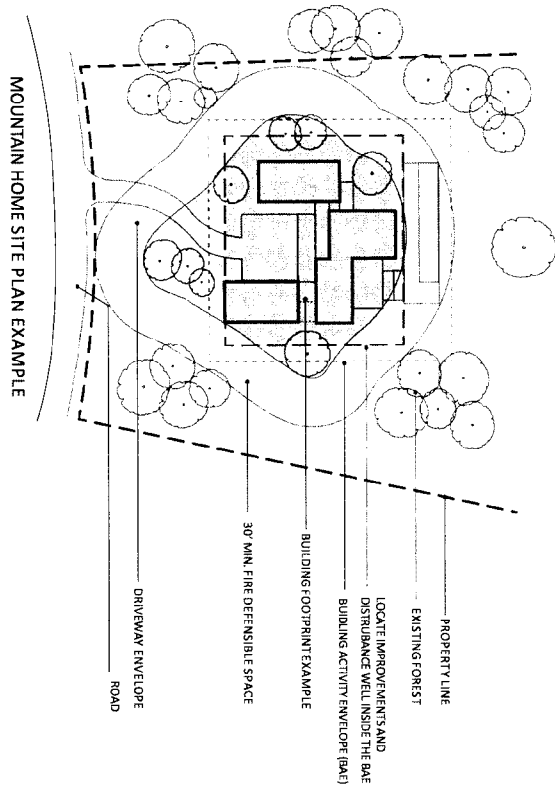


**MOUNTAIN HOME  
NEIGHBORHOODS**

Located north and south of the Oaks Lodge Village, the Mountain Home Neighborhoods are nestled within the sub-alpine forest. Many of these homesites offer ski-in/ski-out access. Prevalent landscape features include spruce and fir forests intermixed with oak and aspen groves. The topography is steep and rugged in some areas, requiring home designs to accommodate slopes in a manner that preserves as much native vegetation as possible.



# MOUNTAIN HOME NEIGHBORHOODS



## Guidelines for Mountain Home Neighborhoods

### Building Height

- The intention is to stay below the prevailing forest canopy, which is typically 40 - 50' tall.
- 36' is the maximum height above existing grade.

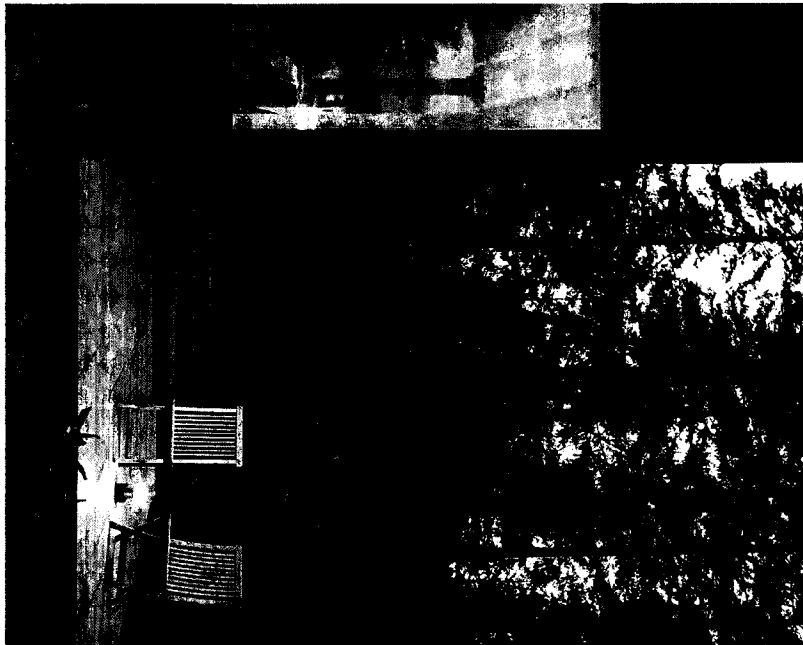
### Colors and Materials

- Exterior materials and colors should blend with the neutral and medium to darker tones of the forest landscape.
- Primary colors are not allowed.

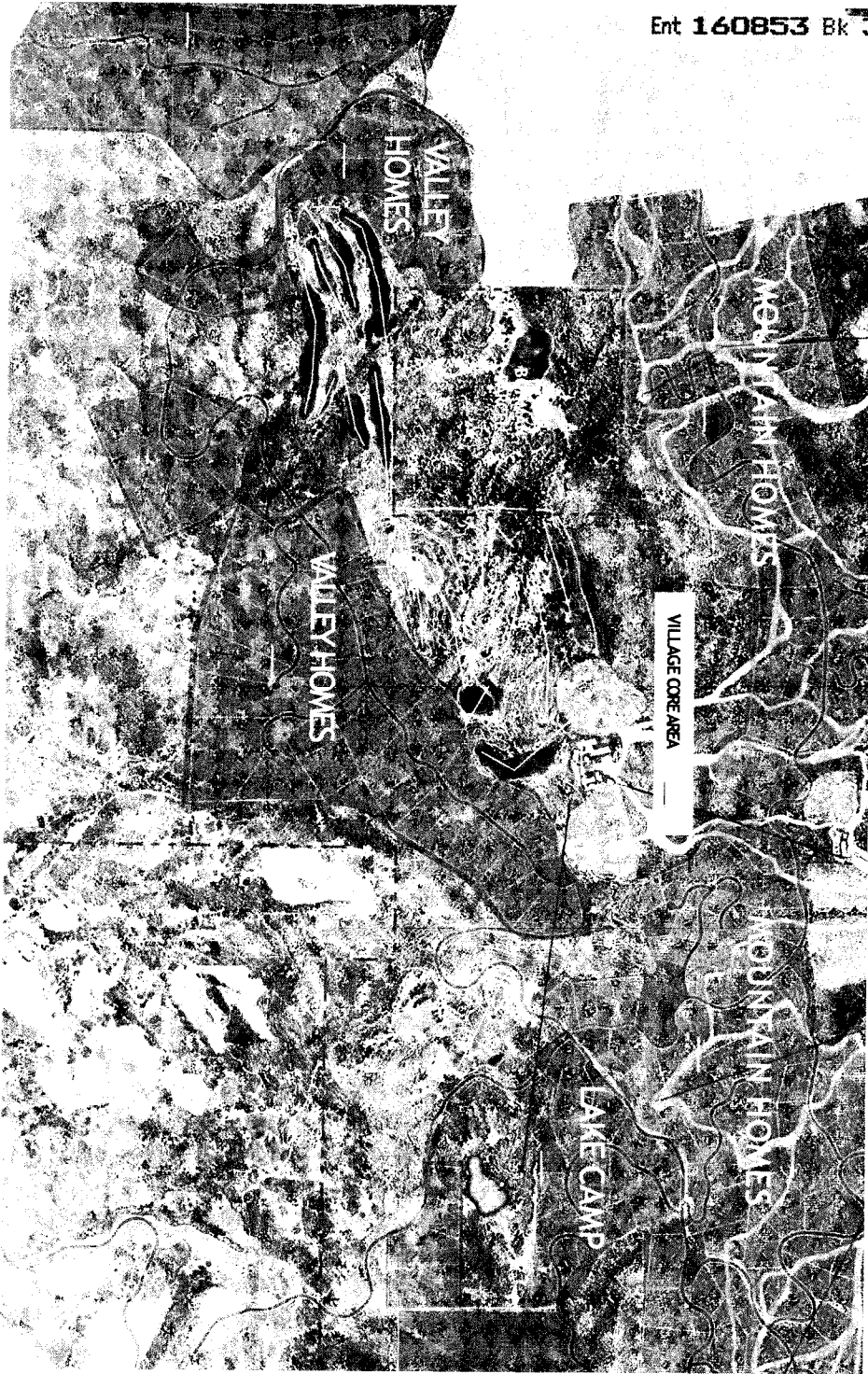
### Mini Ranches

- A select few Mountain Home homesites have been designated on the plat as "Mini Ranches". These homesites have larger BAE's designed to accommodate up to two guest houses in addition to the primary residence. These guest houses need to be no more than 50% of the size of the primary residence (and count as an additional equivalent residential unit (ERU) under local district and County regulations).





MOUNTAIN HOME  
NEIGHBORHOODS

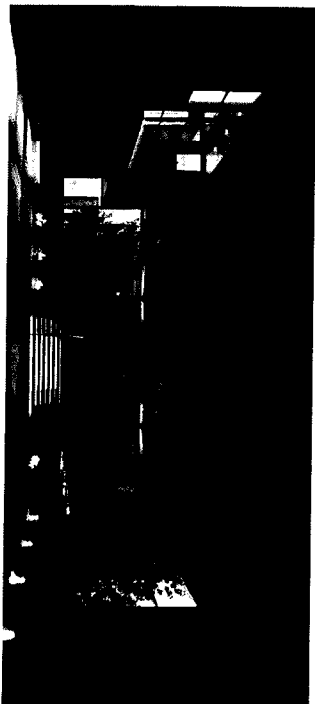
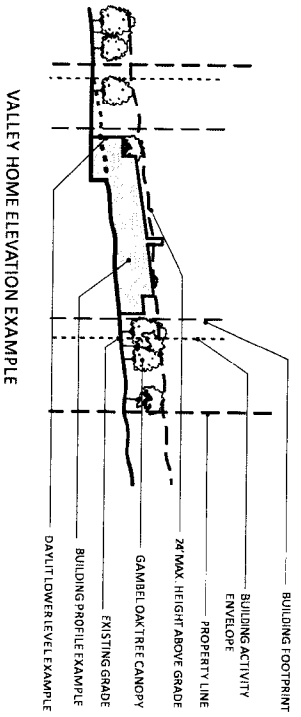
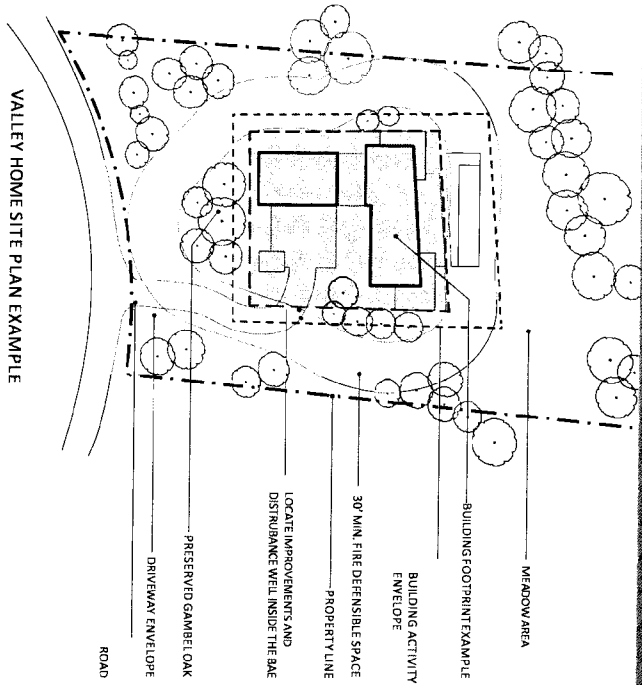


VALLEY HOME  
NEIGHBORHOODS

Nested in the rolling Gambel Oak Meadows, these are more open, sunny neighborhoods with incredible mountain views. The building envelopes are placed to keep homes integrated within the natural vegetation and preserving the natural meadows. Building massing and scale in these neighborhoods shall be very horizontal and step/stay close to the land forms and folds within the homesite.



VALLEY HOME  
NEIGHBORHOODS



Guidelines for Valley Home Neighborhoods

Building Height

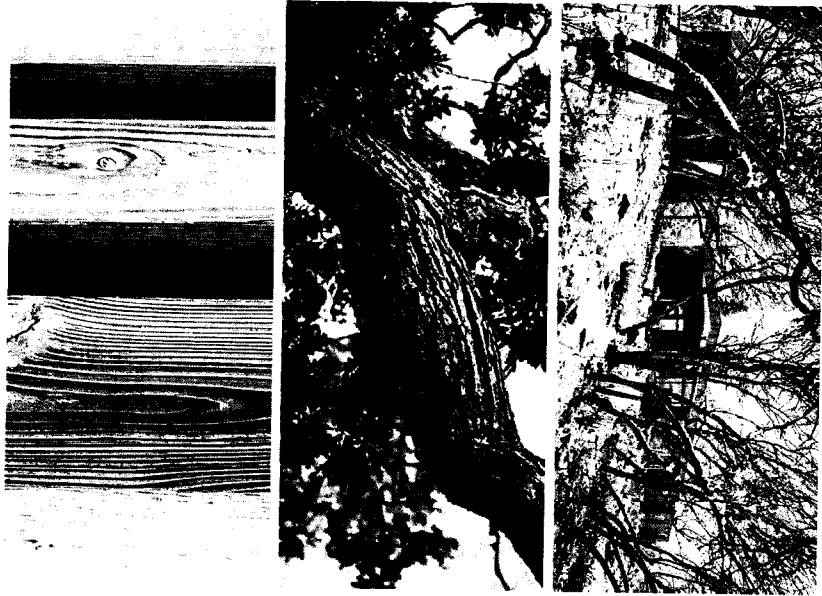
- The intention is to blend with and generally not exceed the height of the predominate Gambel Oak canopy which ranges from 20-24' in height.
- 24' maximum building height, with structures mostly being one story, above grade.
- Given the lower height limit of these neighborhoods, re-grading up to 6' lower than existing grade to "day light" portions of a lower level is encouraged.

Colors and Materials

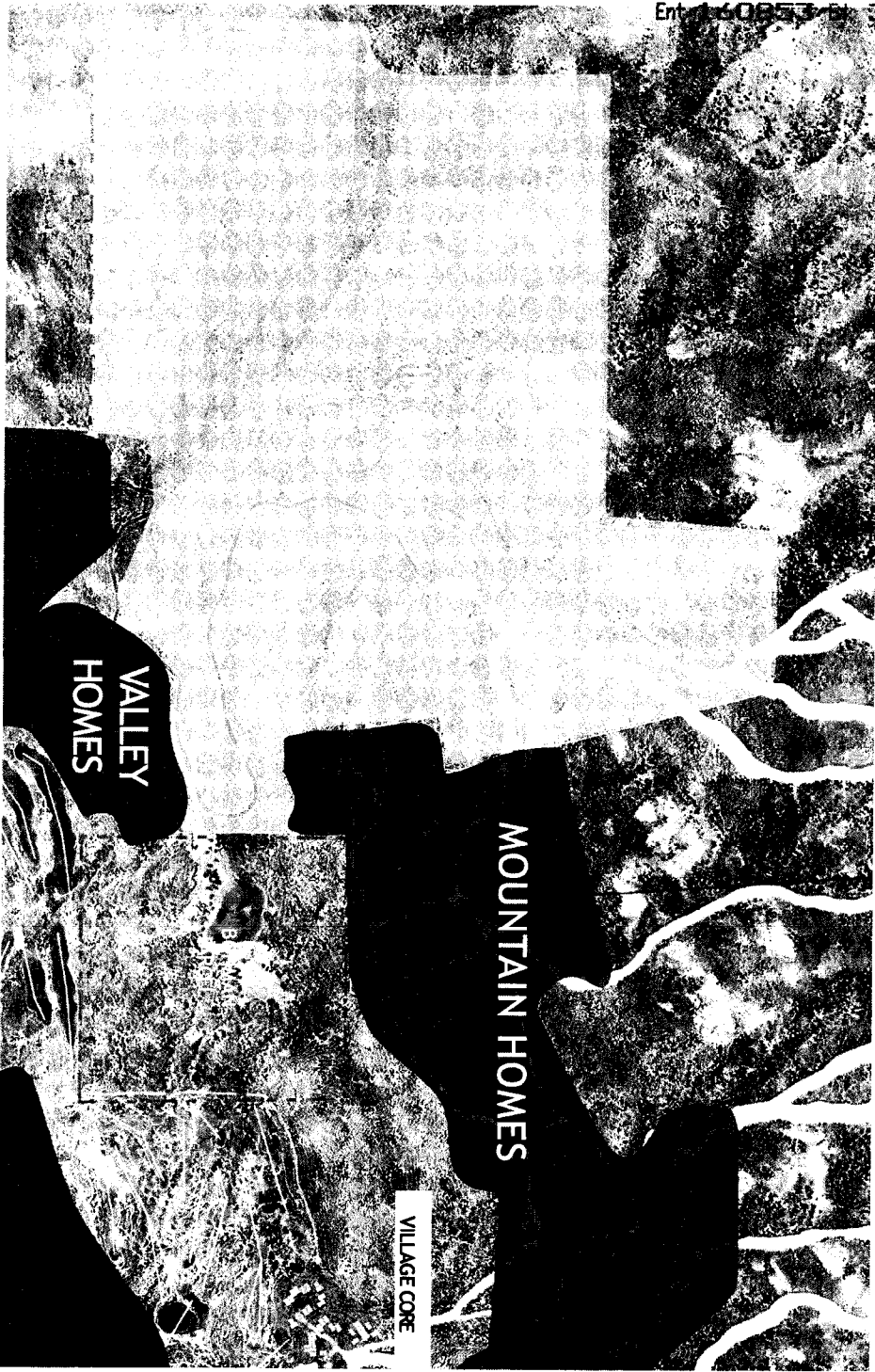
- Exterior materials and colors should blend with the neutral and medium to darker tones of the Gambel Oaks and natural ground cover.
- Selecting roof color(s) that blend with the landscape will be particularly important in these Valley Home Neighborhoods as they may be visible from areas higher in the community.
- Primary colors are not allowed.

Mini Ranches

- A select few Valley Home homesites have been designated on the plat as "Mini Ranches". These homesites have larger BAE's designed to accommodate up to two guest houses in addition to the primary residence. These guest houses need to be no more than 50% of the size of the primary residence (and count as an additional equivalent residential unit (ERU) under local district and County regulations).

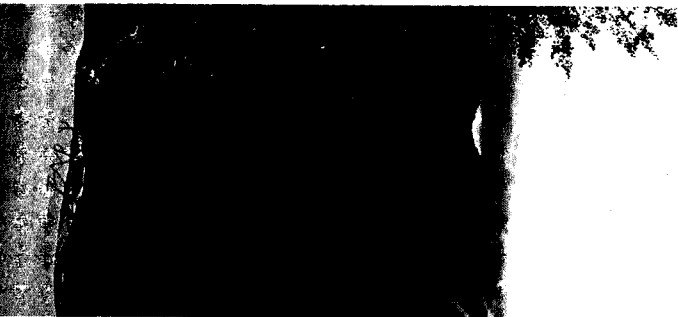


NEIGHBORHOODS  
VALLEY HOME



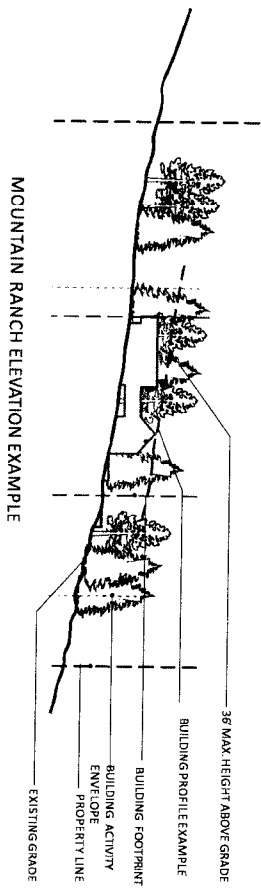
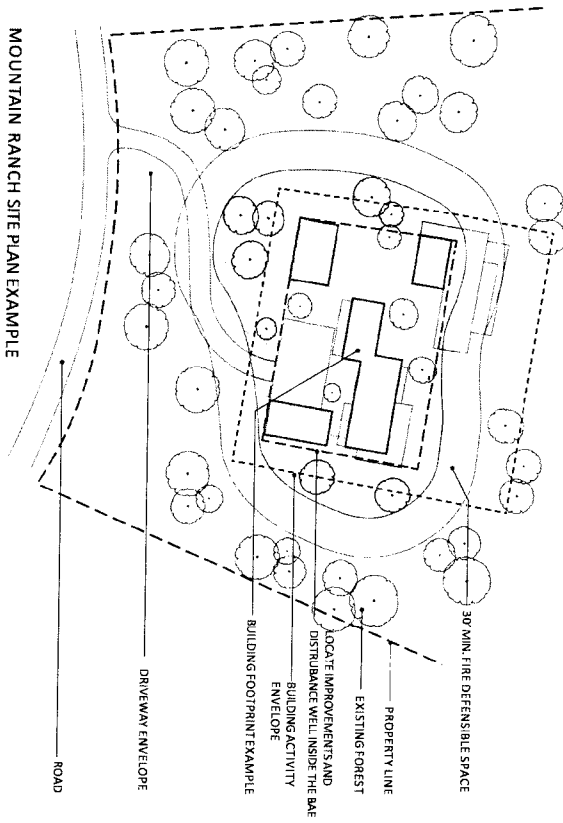
## MOUNTAIN RANCH NEIGHBORHOODS

Located in the rugged sub-alpine environment, Mountain Ranch Neighborhoods consist of large properties of approximately 10 or more acres. These properties offer privacy and the ability to create family compounds with multiple structures including guest houses, accessory building and barns provided that these structures are located in the less visible portions of the site homestate





# MOUNTAIN RANCH NEIGHBORHOODS



## Guidelines for Mountain Ranch Neighborhoods

### Building Height

- The intention is to stay below the prevailing forest canopy which is typically 30-50' high.
- 36' maximum building height (two stories) above existing grade.

### Colors and Materials

- Exterior materials and colors should blend with the neutral and medium to darker tones of the forest landscape.
- Primary colors are not allowed

### Building Massing

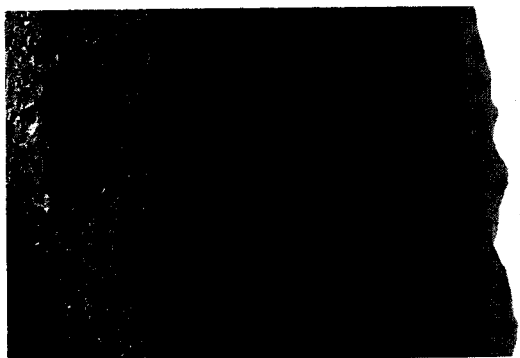
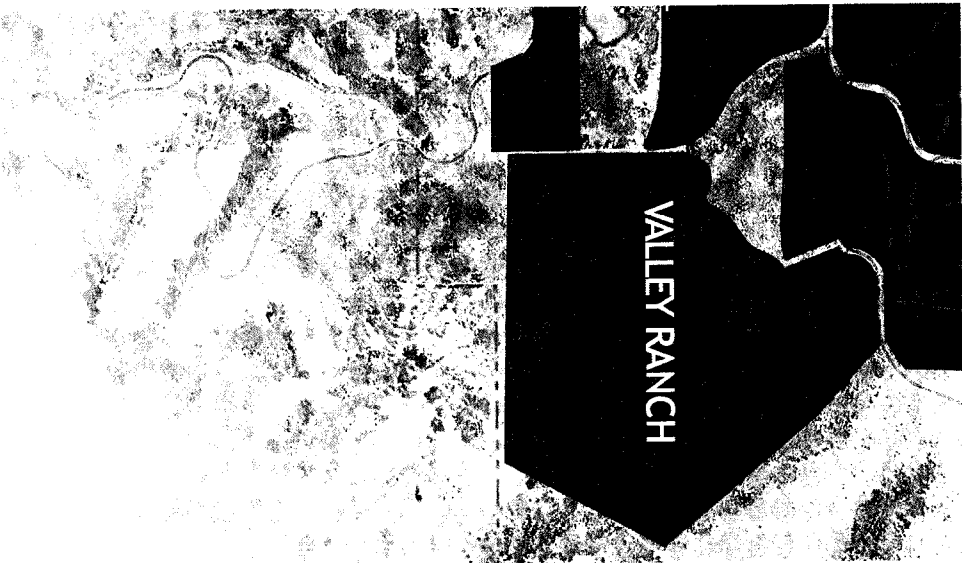
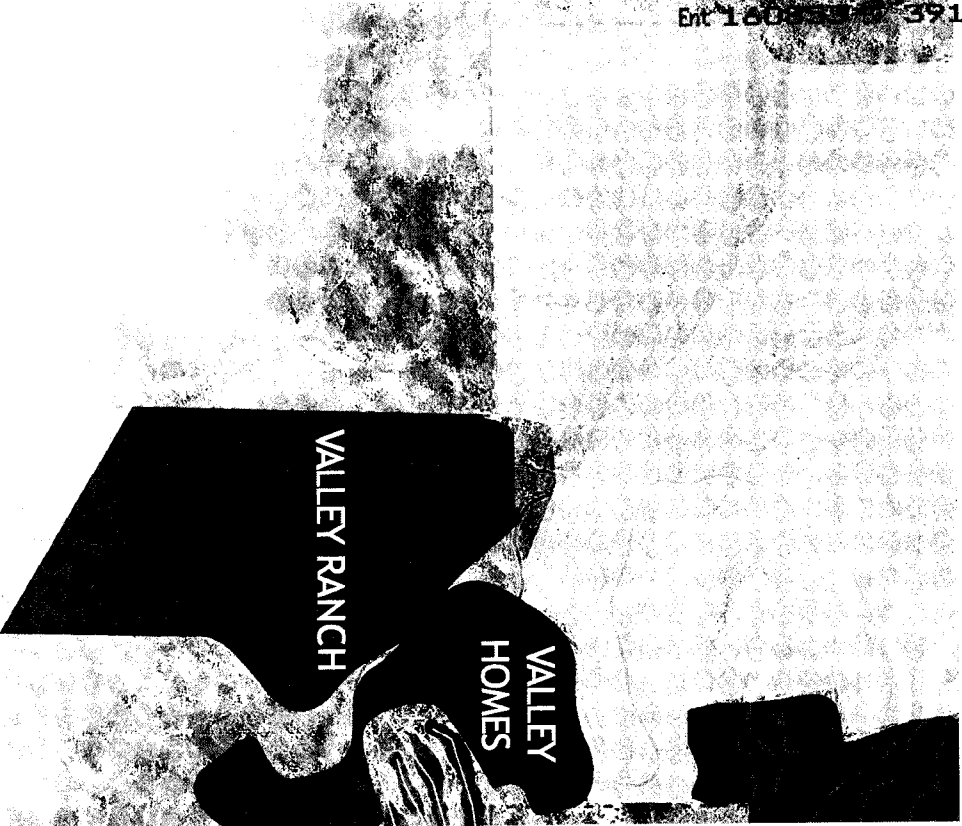
- The larger building envelopes of the Mountain Ranch properties provide the opportunity for more significant accessory structures such as guest houses, garages, pool house and barns.
- These homesites can accommodate up to two guest houses (that have kitchens and living space) in addition to the primary residence. These guest houses need to be no more than 50% of the size of the primary residence (and count as an additional equivalent residential unit (ERU) under local district and County regulations).



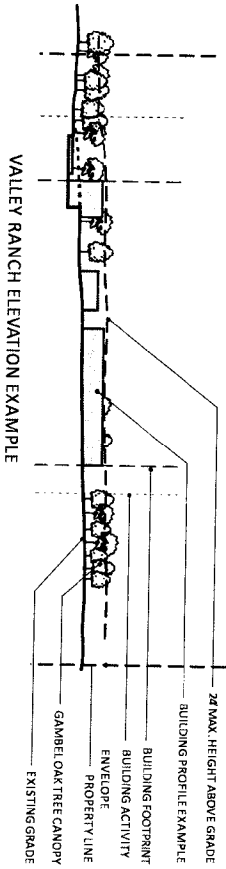
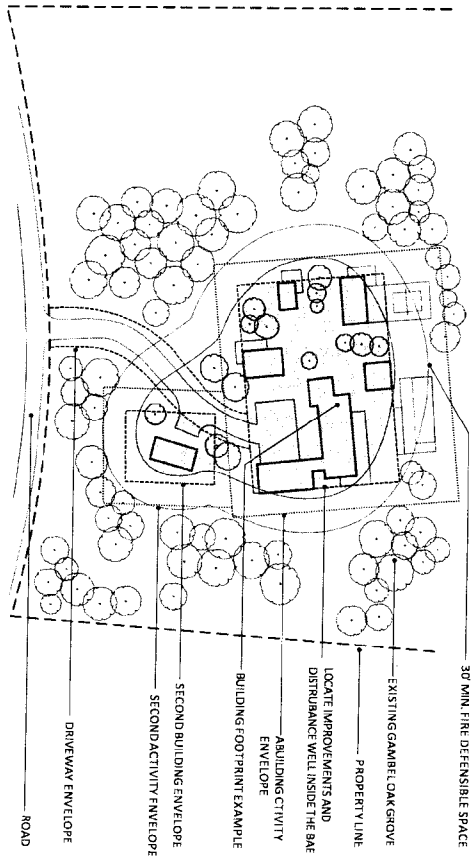
MOUNTAIN RANCH  
NEIGHBORHOODS

VALLEY RANCH  
NEIGHBORHOODS

The Valley Ranch properties are the large ranch-style homesites, ranging from 10 to over 100 acres. They are sited in the expansive gambel oak meadows. Some of the larger Valley Ranch properties will allow multiple building envelopes, providing ample opportunity to create a family compound. Space for multiple structures including barns, guesthouses, accessory buildings, equestrian facilities can be accommodated. Given their expansive size, these properties are afforded significant flexibility in the guidelines but still need to "fit" within their gambel oak surroundings.



# VALLEY RANCH NEIGHBORHOODS



## Guidelines for Valley Ranch Neighborhoods

### Building Height

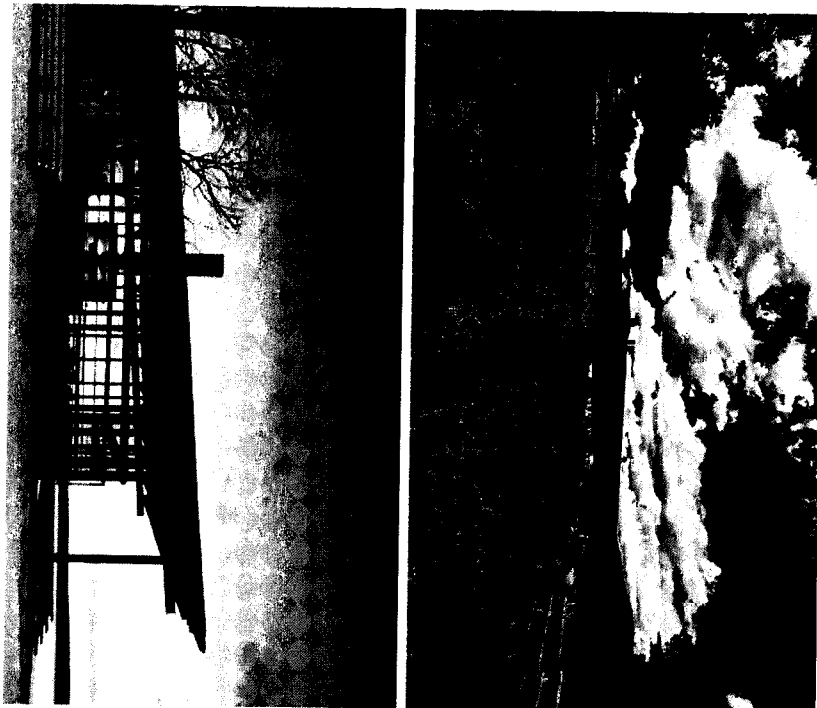
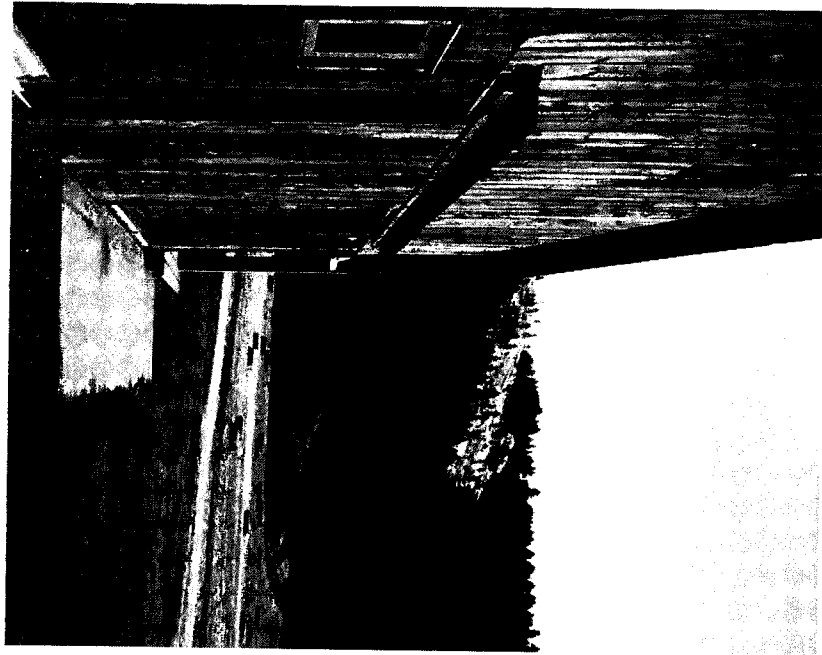
- The intention is to blend with and generally not exceed the height of the predominate Gambel Oak canopy which ranges from 10-24' in height.
- 24' maximum building height, with mostly one-story structures, above grade.
- Given the lower height limit of these neighborhoods, re-grading up to 6' lower than existing grade to "day light" portions of a lower level is encouraged.

### Colors and Materials

- Exterior materials and colors should blend with the neutral and medium to darker tones of the Gambel Oaks and natural ground cover.
- Selecting roof color(s) that blend with the landscape will be important as these residences may be visible from areas higher in the community.
- Primary colors are not allowed.

### Building Massing

- The larger building envelopes of the Valley Ranch properties provide the opportunity for more significant accessory structures such as guest houses, garages, pool house and barns.
- These homesites can accommodate up to two guest houses (that have kitchens and living space) in addition to the primary residence. These guest houses need to be no more than 50% of the size of the primary residence (and count as an additional equivalent residential unit (ERU) under local district and County regulations).



NEIGHBORHOODS  
VALLEY RANCH





## SUSTAINABILITY | RESILIENCY

Single family homes and multi-family unit buildings at Wasatch Peaks Ranch are intended to focus on creating homes that not only are deferential to the stunning landscape of the Ranch but truly give more than they take. Intelligent, holistic, sustainable design is not just an altruistic idea about reducing our carbon/energy footprint. It is also about human comfort and wellness. It about building a legacy for your family that will last for generations to come without exorbitant maintenance and operational costs and the resilience to withstand what mother nature and a changing world can throw at it.

### Homes at Wasatch Peaks Ranch can truly give more than they take.

WPR encourages its members to set ambitious goals for the overall sustainability and performance of their homes. WPR asks that members strive to at least achieve the criteria necessary to meet the National Association of Home Builders Green Building Standards. Members may also wish to consider signing up for third party certification of their homes such as: Passive House, LEED Gold Homes, or Living Building Challenge. Please contact the DRB or speak with your architect for more information on the various sustainable certifications you could choose to pursue.

#### Energy/Carbon Reduction

WPR encourages all members to design and build high performance homes that strive for Net Positive Energy and significantly reduce their carbon footprint. As a baseline each home should strive to be compliant with the National Green Building Standards - Gold Standard (ICC-700). Design phase energy modeling, construction commissioning, and post occupancy energy performance monitoring are strongly recommended, allowing an owner to identify a building's performance challenges in both design and post occupancy and allowing the member to choose to address any issues that are uncovered allowing their home to be operated more cost effectively.

Strategies to be considered, include but are not limited to:

- Geothermal exchange or air to air heat pumps
- Passive solar design principles, appropriate shading, thermal mass etc.
- Advanced glazing systems, average u-value of .25 or less
- On-site or community-based solar electric or solar thermal systems
- Continuous exterior insulation
- All electric heating and cooling systems
- Minimize the use of snowmelt to areas near the residence and areas of safety concern
- Minimize the use of gas burning fireplaces

## SUSTAINABILITY | RESILIENCY

### Water Conservation

In high arid desert of the eastern slope of the Wasatch, water conservation is an issue that demands each Member's attention. Within the development of their homes measures to limit unnecessary water consumption are strongly encouraged both indoors and out.

Interior water conservation measures members may choose to consider include:

- High efficiency water fixtures, toilets, sinks and shower heads.
- Install high efficiency dishwashers and front-loading washers.
- Install a hot water circulation system
- The use of water softeners strongly discouraged.
- Grey water re-use systems implemented for exterior irrigation

Exterior water conservation measures members may choose to consider include:

- Provide a conservative irrigation water budget. Minimize non-drip irrigation zones within the system.
- Utilize smart irrigation control systems
- Minimize turf and identify less water intensive species for lawns.
- Minimize the use of ornamental water features.
- Pools and hot tubs require covers.
- Grey water re-use systems implemented for exterior irrigation

Storm Water management allows for efficiencies in water use, maintains healthy natural drainage channels and minimizes long term operational and maintenance issues. The following storm water management strategies should be considered:

- Stormwater runoff systems should be engineered to control and infiltrate runoff into the soil through retention and detention design systems.
- PerVIOUS pavement, which allows stormwater to percolate through to surface soil, should be considered as part of any site plan and carefully chosen to ensure that permeability is maintained even under the distress of plowing.
- Roof drains, runoff, downspouts and all impervious surfaces shall be designed to runoff into landscaped areas to provide supplemental irrigation.
- Where no formal landscape exists runoff shall be directed into historic drainage patterns





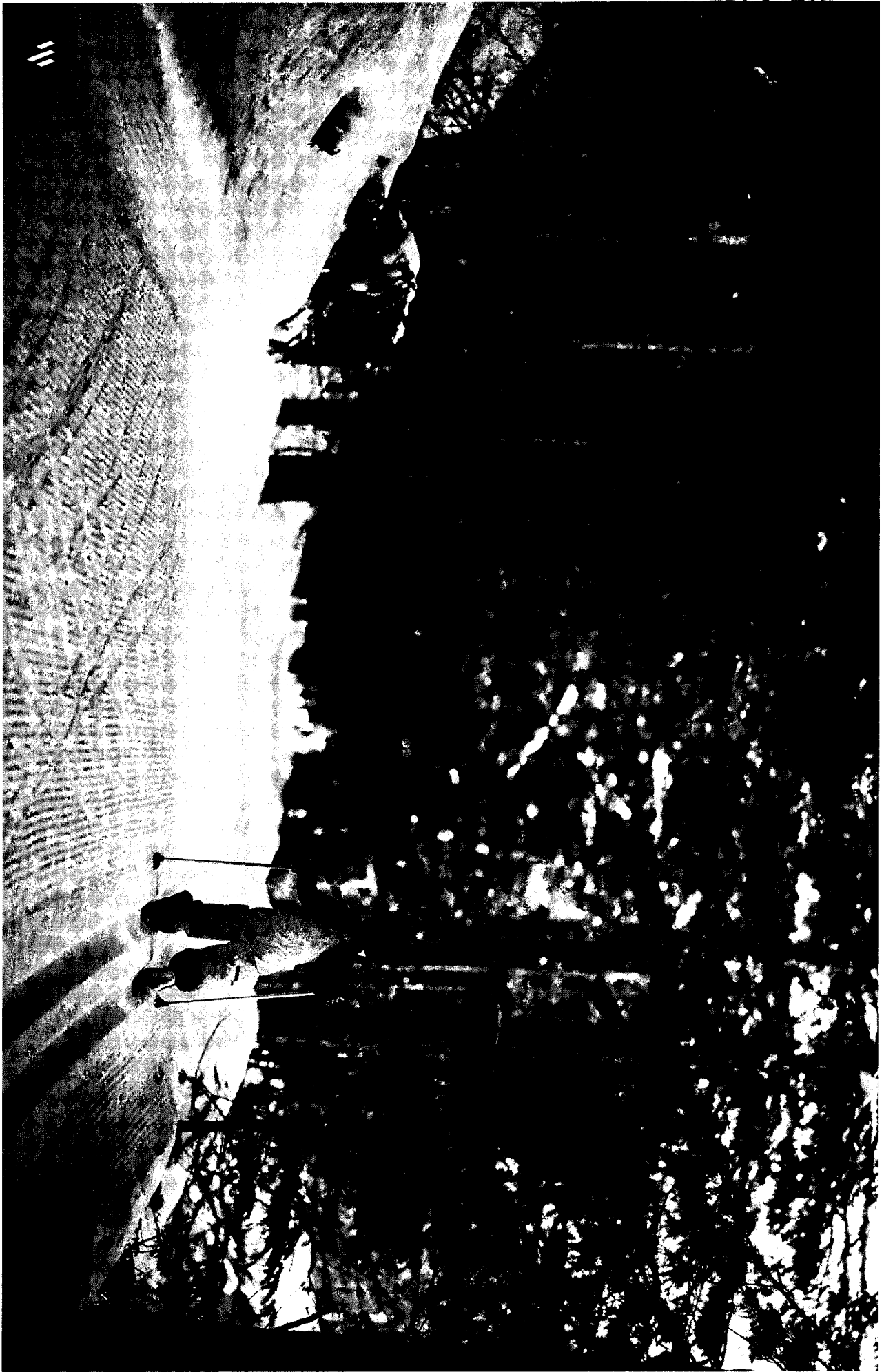


## SUSTAINABILITY | RESILIENCY

### Wildfire Mitigation & Defensible Space

Defensible space reduces the possibility and intensity of a wildfire, reduces the rate of fire spread and provides increased safety for emergency fire equipment.

- All habitable structures are required to have a fire suppression system, including a booster tank (if necessary) to ensure adequate volume and pressure for the system.
- A minimum of 30' of defensible space shall be maintained around all structures to reduce the possibility and intensity of wildfire, reduce the fire spread rate and provide increased safety for emergency fire equipment and personnel. In order to qualify as defensible space fuel modification shall be provided as follows:
  - Non-fire resistive vegetation should be modified or removed.
  - Trees are allowed, provided the horizontal distance between crowns of adjacent trees and overhead electrical facilities or unmodified fuels is not less than 10 feet (10').
  - Ornamental vegetative fuel or cultivated ground cover, such as green grass, ivy, succulents or similar plants are allowed provided they do not form a means of transmitting the fire from the native growth to any structure.
- Noncombustible materials should clad the exterior of the building within 3' of the ground plane or the ground plane adjacent to the home shall be of non-combustible material (landscaped terrace or gravel) for at least 24" horizontally from the face of the building.
- Fire Resistive construction methods should be implemented in areas of high fire danger. These strategies include specifying and installing a "Class A" roof, installing noncombustible sheathing above all combustible soffit and wall siding materials.



# SITE FEATURES

## Hardscape Areas ((Walks, Terraces, Patios, etc.))

- Hardscape should enable the smooth transition between the built environment and the natural landscape.
- All materials shall be of natural colors that blend into the surrounding environment.
- All hardscape, with the exception of driveways, shall be limited to the use of pavers, circulation and outdoor living areas within the BAE.
- All stone and unit pavers shall be set on sand beds and the use of grout or concrete setting beds shall be prohibited to allow for permeable

## Exterior Service Areas and Site Utilities

- Service areas and site utilities should be hidden from views from roadways and adjacent properties.
  - Utility service connection laterals shall be provided by the master developer at or near the designated locations shown on the individual homsite plans provided to each Member
  - All domestic water, sewer, electrical, telephone, television and other utilities shall be installed underground with alignments that minimize grading and disruption of the site.
  - Utility routing shall follow the driveway unless this routing is not feasible.
  - Any utility boxes and/or meters shall be screened so they are not visible from roadways and adjacent properties per utility company requirements.
  - Garbage and recycling storage sites shall be completely hidden and not visible from roadways and adjacent properties.
  - Garbage and compost enclosures shall be made inaccessible to wildlife and incorporated into the architecture of the residential structure (s).
  - Firewood, garbage, refuse, pet foods and other materials shall be stored safely and in totally enclosed structures so as not to be unattractive to neighbors, or attractive to rodents and other animals.
- ## Play Equipment, Landscape Structures and Pools/Spas
- Structures such as gazebos and sheds shall not be permitted outside of BAE.
  - Play structures shall be constructed of wood and timber and/or other natural materials that blend into the natural landscape.
  - Brightly colored (i.e., Bright Yellow, Bright Blue, Bright Green, Bright Orange, Bright Purple, Etc.) play structures are not allowed.
  - Pools shall be immediately proximate to the residence and visually connected to the primary residential structure by the use of walls or patios.
  - All pool equipment shall be screened from view and located to minimize any noise pollution to adjacent residences.
  - Above-ground pools are prohibited.

## Lawn Ornaments, Sculpture, Flag Poles and Antennas

- Sculptures and lawn ornaments shall be located well within the BAE and ornaments shall not be visible from adjoining roads and neighboring properties.
- Sculpture height shall not exceed six feet (6') in height. Sculpture size may exceed height restrictions if the sculpture is not visible from the street or adjacent properties.
- Flagpoles shall not be permitted, and flags shall only be hung from connections tied directly to the primary residence.
- Flags are limited to three feet (3') by five feet (5').
- Small (less than 36") satellite dishes shall be permitted and shall not be visible from the street or adjacent properties.
- Antennae are not permitted within a residential homestate.
- No uplighting shall be permitted.

## Site and Landscape Lighting

- The intent of Wasatch Peaks Ranch is to keep outdoor lighting, including site and landscape lighting to a minimum, and only allow enough lighting necessary to provide for the safety, security and the enjoyment of outdoor living. Outdoor lighting shall not interfere with the natural darkness of the mountain sky nor disrupt the enjoyment of night views from surrounding properties.
- Exterior lighting shall comply with the intent of the International Dark Sky standards.
- All exterior lighting shall be full cut-off fixtures that are either directed downward or prevented from shining light into the sky, with light sources that are fully screened from when standing next to the fixture.
- Uplights and flood lighting shall be prohibited.
- One low-level light hidden within a single source at entry drive for the sole purpose of locating the entry and address identification is allowed.
- Lighting for outdoor recreation shall be prohibited.
- Pool lighting shall be limited to fully submerged lights and down lights for adjacent patio areas.
- Lighting attached to the residence shall clearly identify house number and key entry points to building.
- The maximum total wattage of any exterior light fixture shall be 60 Watts.
- Sodium vapor and colored light sources shall be prohibited.
- Holiday lighting shall only be permitted between November 15th and January 15th and shall be turned off no later than 11:00 pm.



## LANDSCAPE & IRRIGATION

### Revegetation and Seed Mixes

#### Revegetation prevents erosion and the invasion of unwanted species.

- All disturbed areas on each lot shall be revegetated via drill seeding or hydromulch application the first growing season after disturbance has occurred using the WPR native hydroseeded mix. A minimum of 95% of the disturbed area must be covered two years after the application or additional seeding will be required.
- This hydroseeded revegetation mix is defined in the Appendix – Approved Plant List
- Any disturbance caused by utility construction shall be revegetated immediately following completion of construction or when seasonally appropriate (i.e. the next growing season).
- All slopes 3:1 and steeper shall be protected with erosion control fabric as appropriate.

### New Planting

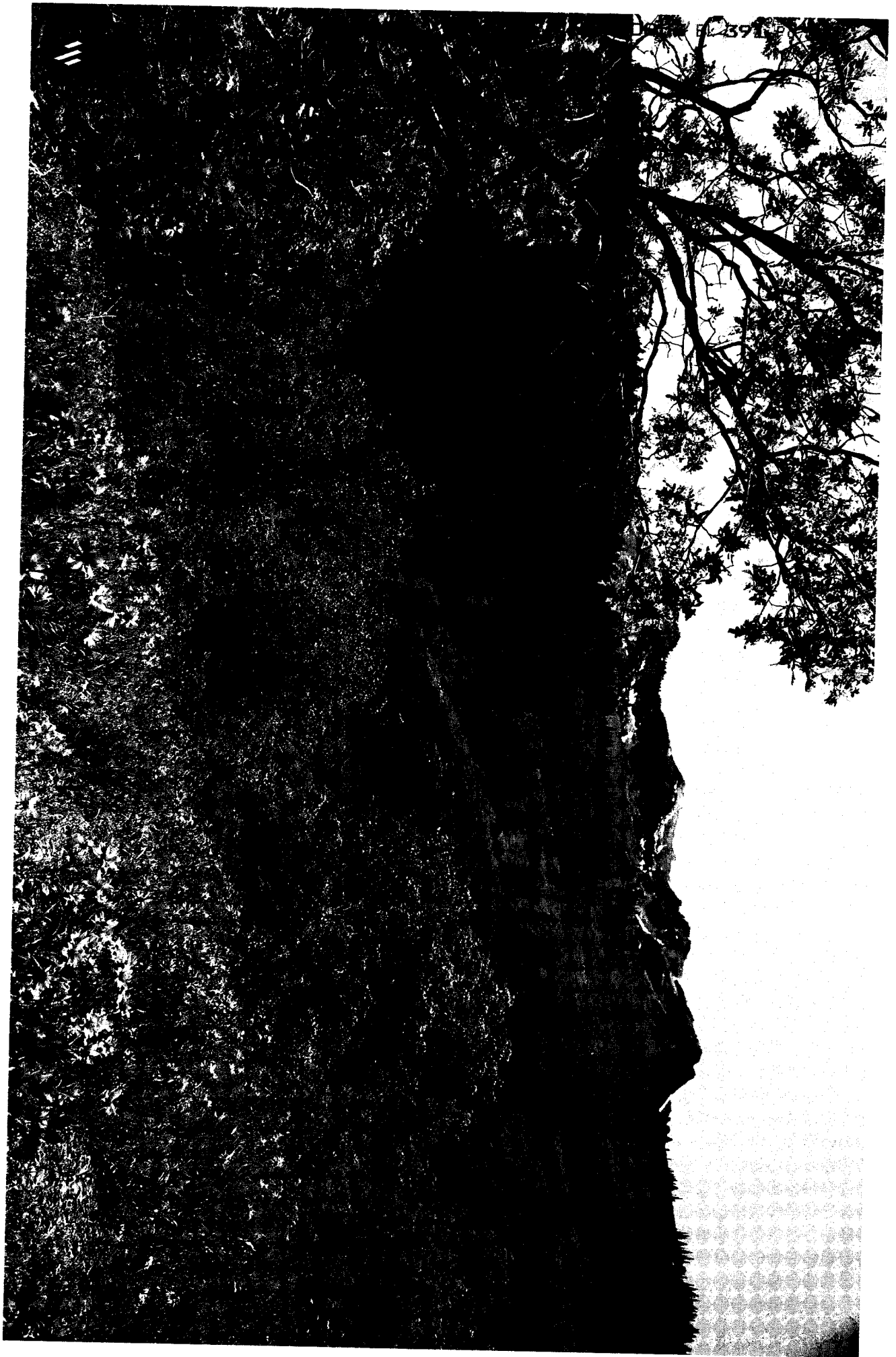
New landscaping should maintain the beauty of the Wasatch Mountains and enhance built structures as they relate to the surrounding environment.

- Not less than eighty percent (80%) of all new planting shall be indigenous species to the Wasatch and Uinta Mountains and Sustainable in the Level 3 Ecoregion
- Landscape plans shall clearly articulate “enhanced” landscape areas (where permanent irrigation is provided) vs. “natural” landscape areas (where only temporary irrigations through establishment is provided)
- Prohibited and Approved Plant Species are listed in the Appendix – Approved Plant List.
- Prior to construction, topsoil shall be stripped and stored on the site and re-used on slopes and other areas requiring landscaping or revegetation
- Topsoil shall be spread to a minimum depth of four inches (4”) and a soil amendment is recommended in all areas that are to be landscaped or seeded.

### Irrigation

The need for permanent irrigation, and permanently irrigated areas, should be minimized.

- Automated irrigation systems shall be provided for all new plantings for a minimum of two growing seasons for establishment purposes.
- Permanent irrigation is encouraged to be located only in the immediate vicinity of the residence and along driveway slopes.
- Only drip irrigation is allowed except for temporary irrigation systems for the purposes of mass re-vegetation. Consider a water consumption budget.





## DESIGN REVIEW PROCESS

Our goal has been to craft a process that inspires Members and their architects/builders to design homes that align with the values of Wasatch Peaks Ranch. The design review process should be collaborative, inspire creativity and not be overly arduous. It should be a process that educates and welcomes Members to strive for the best possible residential design for their homes and associated improvements.

### Process: Inspire - Review - Realize

The process is defined by three phases of collaboration and interaction with the Design Review Board (DRB). The process is intended to be open and transparent between the DRB, the Member and their design team. The process is also intended to be private, in that the process does not allow for other Members to review and comment on another Member's application as part of the review process. It is the purview of DRB, and the DRB alone to review and approve design review applications.

It is worth restating that the intent of the design guidelines and the DRB is not to legislate a particular style of architecture. It is simply to ensure that a proposed design is doing an exemplary job of deferring to the land and respecting its neighbors and the broader community. If all participants in the process have done their part, the design review process should merely be a series of discussions that result in confirmations of a well thought-out and communicated design concept as it moves forward through the process and into construction.

WPR will provide a list of pre-qualified architects and builders for Members to consider when designing and building their homes. If a member chooses to use one of these pre-qualified architects and builders, the pre-application conference may be waived at the discretion of the DRB Administrator...and the Member and their design team may move directly into the review phase of the DRB process.

All homes in WPR must be designed by a licensed architect in the state of Utah.

**Design Review Board** - The DRB is comprised of six (6) members, three (3) voting members appointed by the WPR Master Association Board, and three (3) non-voting technical advisors, including one architect, one landscape architect and one civil engineer. Design review board meetings will be conducted virtually, with every effort to schedule review meetings/calls within three weeks of receiving a submittal, unless there are extenuating circumstances. The DRB Administrator shall receive and distribute all DRB submittals, schedule/coordinate all DRB Meetings and issue all DRB communications.

#### Design Review Fee

A non-refundable design review fee of \$2,000 per primary residential structure and \$1,000 per additional guest residence (if permitted) shall be submitted with the conceptual review submittal. This base fee includes up to five reviews in total across all three phases of the review process...and additional fees may be charged for additional reviews or more complex reviews.

## Inspire

The Inspire phase of work is anchored by the Pre-Application Conference.

Every application begins with a pre-application conference with the DRB Administrator and at least one voting member of the DRB as well as the Member and their Architect. The purpose of this conference is to review the Member's homsite including its physical constraints, review the configuration of a site's building envelope and discuss the proposed placement of the residence, associated site improvements and driveway. Additionally, the design guidelines and the process will be reviewed with the group. Most importantly, will be a discussion focused on reviewing the guiding principles of WPR and sharing examples of how those values have been expressed in architectural precedents for and at WPR.

During the Pre-Application Conference the DRB Administrator and representatives of the DRB that are available may identify/flag any major terrain features, plants, trees, and native vegetation within the designated building activity envelope which should be considered for protection.

## Review

This phase of the collaboration is largely focused on building consensus with the DRB that the proposed design does an exemplary job of deferring to and being inspired by the land and that the design adequately reflects the core values of WPR. The intent of the DRB review process is not to force a mandated stylistic agenda on to the Members, it is about helping Members and their design teams to find solutions that meet or exceed the design guideline requirements and respect the properties immediate neighbors, the broader community and the environmental setting.

The Review phase of the process is comprised of three different reviews, Conceptual Review, Preliminary Review, and Final Review:

**Conceptual Review** – Intended to occur early in the process. Ideally this review would occur prior to a member spending significant design fees. The process encourages the design team to start building consensus around their ideas early within their work. This level of review is focused on early idea generation and is intended to be structured as a discussion and or work session with the DRB. The information that is presented should generally reflect preliminary thoughts on mass and scale. Illustrating how the proposed design fits within the landscape is paramount.

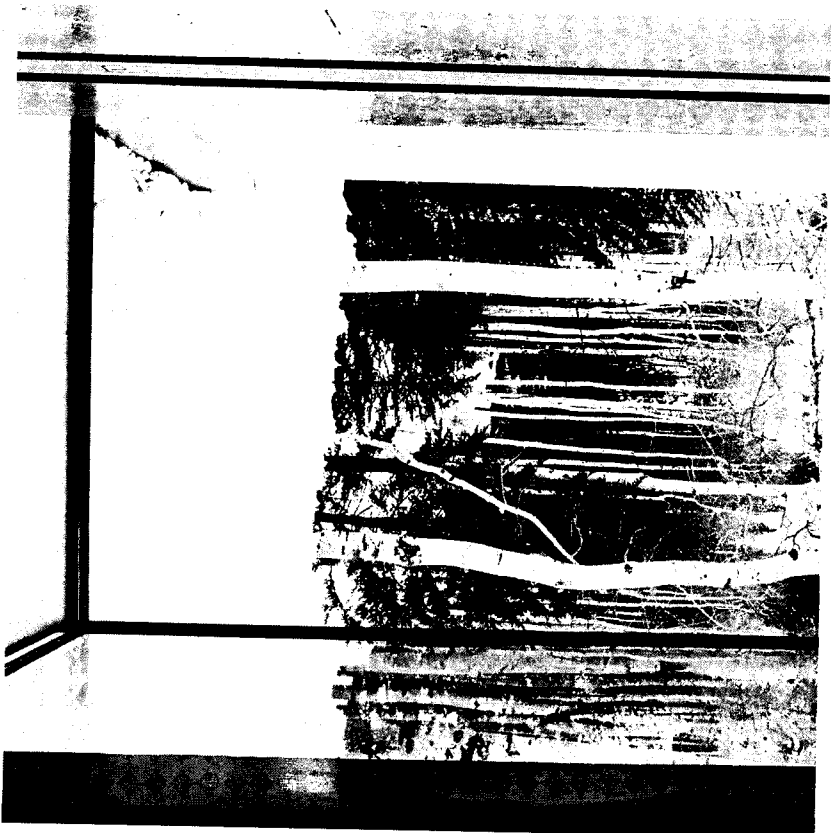
At the conclusion of this review the DRB will not vote to approve or disapprove. A list of concerns to be addressed for the preliminary review stage will be provided to the Member and their design team for their consideration as they advance their preliminary submittal.

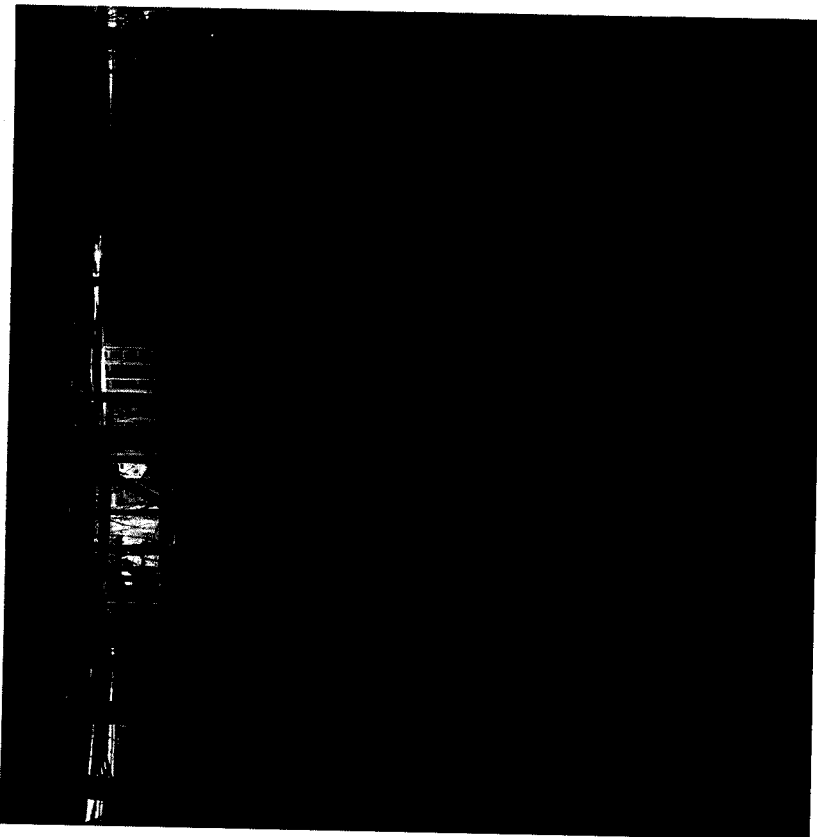
Submittal requirements for this phase of work are as follows:

- Site Plan @ 1" = 20'
- Design Concept Diagram
- Floor Plans @ 1/16" = 1-0"
- Building Elevations or 3-d views
- Design Concept Diagram

Please see the Appendix for a comprehensive checklist

## DESIGN REVIEW PROCESS





## DESIGN REVIEW PROCESS

**Preliminary Review** – The preliminary review is intended to occur at or near the completion of the design team's Schematic Design phase of work. The preliminary review is the most significant step in the process. This review focuses on the building's mass and scale and its conformance with the homeowner's three-dimensional building envelope. Additionally, this step in the review requires the design team to demonstrate how the proposed design works to minimize impacts on the immediate neighbors and the broader community as a whole. The preliminary review also takes an initial look at the proposed building materials and should introduce the ideas on how those materials are derived from the site and help the proposed architecture to defer to the landscape. Understanding the overall site plan inclusive of architecture and landscape architecture is fundamental to receiving preliminary approval.

Approval of final review requires a majority vote of the DRB. The number of members present does not change the number of affirmative votes required for approval.

Submittal requirements for this phase of work (as a suitable scale) are as follows:

- Site Plan
- Floor Plans and Roof Plan
- Exterior Elevations w materials represented
- Building Sections
- 3-D digital model
- Digital material board
- Design Concept Diagram

Please see the Appendix for a comprehensive Preliminary Submittal checklist

**Final Review** – Intended to occur between the completion of the architect's Design Development phase of work and the 50% Construction Documents. Primary focus is to understand how the design has evolved since the approval received at the preliminary review. Additionally, materials will be reviewed in more detail as well as some of the finer grain requirements, like exterior lighting, planting and irrigation plan

Approval of final review requires a majority vote of the DRB. The number of members present does not change the number of affirmative votes required for approval. A final approval is vested for one year. An extension of final approval can be requested from the DRB Administrator and extend for an additional 6 months.

Submittal requirements for this phase of work (at a suitable scale) are as follows:

- Site Survey
- Site-specific Geotechnical Report
- Final Site Plan
- Floor Plans and Roof Plan
- Exterior Elevations w materials represented
- Building Sections
- 3-D Digital model (In Revit or Sketchup)
- Digital material board
- Construction Management Plan

Please see the Appendix for a comprehensive Final Submittal checklist.



## Realize

This phase of work is largely focused on ensuring that the final construction documents from the design team and what the general contractor is building on site complies with the intent of the design that received final approval from the DRB.

The DRB administrator will review the 100% CDs and/or building permit submission drawings to verify compliance of the final documents with the final DRB approval. If discrepancies exist, the Administrator can send the final drawings back to the DRB for their consideration. If the design of a project should evolve during construction the DRB Administrator will review proposed changes. If they deem the changes to be significant enough, they can refer the change back to the DRB for consideration. If this is deemed necessary, the Administrator will work with the design team to determine what drawings are necessary for the DRB to evaluate the proposed change.

### Construction Activity Deposit

A construction activity deposit, equal to \$5.00 per sellable square foot of the approved final design residence will be due prior to construction commencing. The cost of any damage or any fines levied by the DRB Administrator for failure to follow these guidelines or the rules of the Master Association shall be deducted from the deposit. Any remaining deposit will be refunded upon issuance of the Certificate of Completion by the DRB Administrator (certifying that all improvements are complete and comply with the approved submittals). The DRB Administrator may ask the Member to replenish the construction activity deposit to its full amount after any damage or fines are deducted.

### During Construction

The DRB administrator shall inspect the construction site at any time to ensure compliance with the approved Construction Documents. If requested by the DRB Administrator, the general contractor shall survey the building footprint and high points to ensure compliance with the three-dimensional building envelope and the approved building location and height.

Any proposed design changes to a new home that has been approved and is under construction must be submitted to the DRB Administrator for review. The DRB Administrator will make the determination if the change can be approved administratively or if the requested change needs to be put back in front of the DRB for review/approval.

### Certificate of Completion

When construction is completed, and prior to Morgan County issuance of a Certificate of Occupancy, the DRB Administrator shall issue a Certificate of Completion to the Member and their design team with a copy to the Morgan County Building Department.

## DESIGN REVIEW PROCESS







## CONSTRUCTION REGULATIONS

In order to preserve as much of the pristine natural ecosystems that make Wasatch Peaks Ranch the spectacular place that it is and to minimize construction impacts on members that already call the Ranch home we ask all members to ask their design and construction teams to adhere to the construction regulations listed below.

### Construction Management Plan

- The general contractor at the time 100% CD's are submitted by the design team to the DRB administrator shall submit a construction management plan for approval by the DRB Administrator and the DRB.
- The construction management plan shall illustrate how the following issues will be addressed during construction: job site trailer & equipment locations, temporary power or water source, on-site material storage areas, on-site parking areas, limits for disturbance, tree preservation/protection and erosion control and storm water management...as well as other construction issues.

### Hours of Operation

Hours of operation for all job-site at WPR are Monday through Friday from 7:00 AM to 6:00 PM. On Saturday's construction hours are limited to 9:00 AM to 5:00 PM. Construction activity that is quiet and does not cause excessive noise maybe extended by one hour at the start and end of the day, Monday through Friday with the prior approval of the DRB Administrator. No construction activity of any type is allowed on Sundays.

- Excessive noise is defined as activities that generate noise audible from off site such as heavy equipment operation, hammering, power sawing, concrete delivery, compressor-generated tools, etc.
- Quiet construction activities are considered, site cleanup, hand landscaping, hand painting and staining, and activity within an enclosed structure.

### Job Trailers and Temporary Facilities

- Temporary office and storage facilities shall be limited in size to 12' x 36' x 10' and shall be free of advertising. Up to two temporary structures can be provided but are required to fit within the activity envelope.
- The general contractor shall provide adequate sanitary facilities on the applicable homesite for the workers performing work at that site during construction. Sanitation facilities shall be located within a homesite's building activity envelope and shall be maintained at a regular interval.
- The location of all temporary facilities shall be approved through the submission of the construction management plan.

### Material Delivery

- All building materials, equipment, and/or machinery required to construct a home on any homesite at WPR shall always be delivered directly to the homesite's building activity envelope and stored within the activity envelope.
- Material delivery vehicles may never drive across neighboring homesites, open spaces, common areas, golf courses, or land tracts to access a neighboring construction site.

#### Vehicle Access/Traffic/Parking

- When possible general contractors should provide high occupancy shuttles from remote parking facilities to the job site. WPR acknowledges that some trades may need to drive their own vehicles to the site but this should be kept to an absolute minimum
- The general contractor is responsible for providing WPR security staff a list of all vehicles needing access to their job site. The security staff will then issue passes for the GC to distribute to their employees and subcontractors.
- Access to WPR will not be provided to anyone without a pass. Pass holders may only travel to homesites listed on their pass.
- Any pass holder's right to enter WPR may be revoked if they violate the provisions of the construction guidelines or any other WPR Master Association rule.
- General contractors, their sub-contractors, and suppliers shall not park on community roadways or on any portion of the homesite outside of the building activity envelope. Parking on neighboring properties, driveways, common areas, or open space is strictly prohibited.
- If all necessary vehicles cannot park within a homesite's BAE, then the contractor shall work with the DRB Administrator on an overflow parking plan that may utilize other property that is cleared and owned by the master developer or Association
- Any mud, debris, gravel etc. tracked onto WPR roads must be thoroughly cleaned up at the end of each day.
- Contractor will be held accountable for any SWPPP violations and fines related to their specific work area.
- Vehicular or equipment access to any job site is limited to the approved driveway and building activity envelope.

#### Large Construction Equipment and Cranes

- Placement of any large construction equipment or cranes on the site must be pre-approved by the DRB Administrator along with a timeline for use.
- No portion of the equipment may extend over or onto adjacent roadways or homesites. Proper traffic control, escort vehicles and flagman shall be provided to escort large equipment to the site.

#### Construction Waste Management

- WPR strongly encourages contractors to sort construction waste to minimize the quantity of materials being delivered to the general landfill. Materials should be sorted into wood/organic (for composting), metal and plastic (for recycling) and waste (for the land fill).
- Contractors are responsible to clean up all construction debris at the end of each work day. The job site should be left clean and organized at the end of each day.
- A commercial dumpster(s) shall remain on site during all phases of active construction.
- All refuse receptacles must be emptied at least weekly. Any food waste should be stored in bear and wildlife proof containers.
- Contractors are prohibited from dumping, burying or burning construction debris anywhere within WPR. Heavy objects, such as stone, steel, heavy timbers, etc., must be removed from the site and legally disposed of upon completion of the work of each trade that has generated the debris.
- All waste from the cleaning of concrete equipment (mixers, delivery trucks, line pumps and boom trucks) must occur in the concrete truck-based reclaiming system or a recycling bin and legally disposed of off-site.

## CONSTRUCTION REGULATIONS



**Protection of the Existing Landscape to Remain**

- During construction, trees which are to be preserved shall be marked and protected by flagging, fencing, and/or barriers, major terrain features, plants, trees, and native vegetation within the designated activity or building envelope that were suggested to be preserved with the activity or building envelope during the DRB pre-application conference shall be protected.

**Grading and Drainage Requirements**

- Temporary run-of channels must be built to drain construction zones. Silt screens and waddle must be installed at appropriate locations on these channels. The screens should stretch across the channels and anchor to the channel bottoms with hay bales that are placed on the upstream side of the fabric. In some cases, temporary earthen berms or channeling ditches may be used in lieu of silt screens.
- All storm drain inlet structures must be protected by a filter berm until the base course of pavement is installed or until the area is stabilized with vegetation.
- All embankments constructed as part of cut/fill operations must be seeded and mulched within one (1) week of final grading completion.
- All disturbed site areas must be hydroseeded and mulched within one (1) week of final grading completion or at a time which is pre-approved by the DRB Administrator

**Excavating, Excess materials and Blasting**

- Excess material resulting from blasting as well as all other excess excavation materials must be removed from the project site and be legally disposed. Temporary storage of these materials must occur within the building activity envelope.
- All trucks hauling material to or from the site must tarp their loads to minimize dust and the potential for damage to following vehicles.
- Blasting must follow strict procedures. The Contractor must submit a Blasting Notification to the DRB Administrator with the specific date, time, location and extent of proposed blasting.

**Mud, Dust and Noise Control**

- The Contractor is responsible for controlling dust and noise generated from their construction and the disturbed areas of the site, including the removal of dirt and mud from roadways and rights-of-way daily that is the result of construction activity on the property.
- Contractors must cover stock-piled materials and provide sufficient watering to eliminate any fugitive dust, including both during periods of inactivity as well as during construction operations. Stockpiles that sit idle for more than 30 days will require additional erosion measures such as straw wattles and bonded fiber mesh.
- The use of audio equipment must not be audible beyond the property lines, especially adjacent to the club facilities, the golf course, ski lodges, or occupied homes.
- Activities that generate excessive noise (above the decibel level established by the DRB Administrator) such as blasting, driving piles etc. shall only be permitted to occur between the hours of 9:00 AM and 5:00 PM

**Alcohol and Controlled Substances and Firearms**

- Consumption of alcohol and/or the use of any controlled substance by any construction or delivery personnel or other persons on a Contractor's construction sites is strictly prohibited.
- The possession and/or discharge of any type of firearm or weaponry by persons working in connection with any Homestead is strictly prohibited on any construction site.

**Pets and Wildlife**

- Builders or other persons working at WPR shall never bring any pet(s) into WPR
- Do not feed or otherwise attract wildlife

**CONSTRUCTION REGULATIONS**

**Fires, Flammable Materials & Fire Extinguishers**

- Open flames of any kind are prohibited except for equipment specifically designed and intended to heat space, masonry water, roofing products, plumbing fittings etc.
- Careless disposal of cigarette and other flammable materials as well as the buildup of potentially flammable materials constituting a fire hazard is prohibited.
- A minimum of one 10-pound 4A/20BC rated dry chemical fire extinguisher pre 3,000 square feet of proposed development is required on site. If a job site is made up of multi pile buildings at least one extinguisher per building is required regardless of size. Extinguishers should be evenly distributed around the site and be visible.
- Additional fire restrictions may be imposed by the DRB Administrator during periods of high fire danger.





# APPENDIX



## APPENDIX DEFINITIONS

**Applicant(s):** The owner of land proposed for any land use application, permit or license or such owner's duly authorized agent. Any agent must have written authorization from the owner.

**Architect:** A professional individual registered in the state of Utah to practice in the field of architecture.

**Berm:** A strip of mounded top soil, which provides a visual buffer or screen.

**Builder:** A person or entity that is engaged by an Owner for the purpose of constructing any improvements within a project and who is registered in the state of Idaho.

**Building Activity Envelope:** Defined portion of the lot to be occupied by the foundation of any dwelling, including but not limited to guest houses, garages and carports, permanent landscape structures such as decks or gazebos, pools and patios and excluding driveways and certain landscape elements as defined within this document.

**Building Height:** Highest point of roof to finish grade. Accessory structural elements located on the roof, such as solar panels, shall be subject to the total height restrictions. Maximum building height is measured from the finished grade around the foundation of the residence to the top of the main roof form of the residence. All building elements, including roofs need to be below the maximum height with the exception of chimneys and HVAC equipment which are allowed to protrude up to 5' above the maximum building height limit over an area of up to 5% of the building's roof area.

**Construction Activity:** Any site disturbance, construction, addition or alteration of any building, landscaping or other site improvements.

**Construction Site:** Any site upon which Construction Activity takes place.

**Construction Vehicle:** Any car, truck, tractor, trailer or any other vehicle used to perform any portion of a Construction Activity or the transportation of equipment, suppliers or labor to or from a Construction Site.

**Cut:** Any disturbance on the land including any trenching, which results in the permanent removal of earth, rock or any other surface material such as vegetation, filling or paving. The reference for a cut shall be measured from natural to finished grade.

**Defensible Space:** An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.

**Design Standards:** The Intent, Standards and Guidelines adopted and enforced by Morgan County as set forth within this document.

**Disturbed Area:** Any lot surface area altered in any way during the construction of a building or landscape improvement

APPENDIX  
DEFINITIONS (CONT.)

**Fill:** Any addition of earth, rock or any other surface materials to the surface of the land that increases the natural elevation of the original surface. The reference for a fill shall be measured from natural to finished grade.

**Finish Grade:** The final elevation of the land surface of the site after completion of development.

**Grading:** An excavation, cut or fill, or the act of excavating, either cutting or filling.

**Handscape:** Parts of a landscape constructed from materials other than plants, such as walks, patios, driveways made of stone, concrete or other materials.

**Improvement:** Any changes, alterations or additions to a Lot including any excavation, fill, residence, buildings, outbuildings, roads, driveways, turnabouts, walls, retaining walls, stairs, patios, courtyards, landscaping, fences, signs or structures of any kind.

**Impervious:** Any surface material that does not allow for the penetration of water.

**Indigenous:** Plants native to and/or originating from a locale.

**Lot:** A parcel or tract of land occupied or to be occupied by a building or group of buildings, together with such yards, open spaces, lot width and lot area.

**Natural Area:** Area that is not disturbed and preserves existing landscape

**Owner:** Any person who alone, jointly or severally with others, or in a representative capacity (including, without limitation, an authorized agent, executor or trustee) has legal or equitable title to any property

**Owner Representative:** Any Architect, contractor, subcontractor, agent or employee hired or engaged by an Owner to speak and act on behalf of the Owner regarding any Activity.

**Permanent Enhancement:** The construction of any landscaping wall, fencing or other non-temporary element to remain for more than one calendar year.

**Permeable:** A surface material that allows for the penetration or partial penetration of surface water

**Record Grade:** Natural grade existing prior to any site preparation, grading or filling, unless a new Record Grade is approved and recorded at the time of subdivision approval and noted and filed on the final plat.

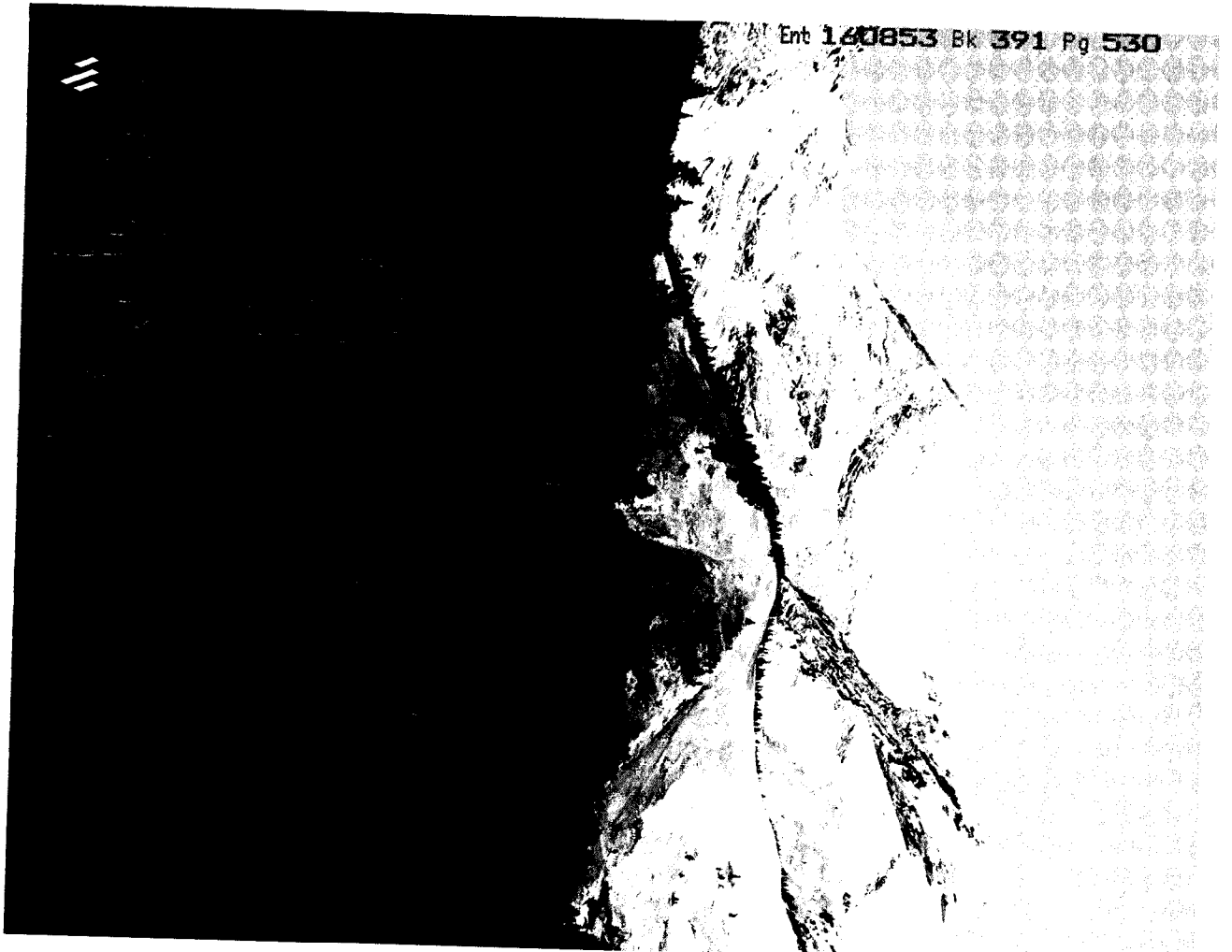
**Retaining Wall:** A wall designed and constructed to resist the lateral displacement and erosion of soils or other materials.

**Ridgeline:** The highest points along a mountain top.

**Skylining:** Any structure or improvement that creates a silhouetted appearance against the sky. Typically referring to a structure or improvement above a ridgeline.

**Slope (Percent):** Percent slope is calculated by multiplying the ratio of a slope's rise (1') to run (2') by one hundred (100). For example, a slope of 2:1 is a 50% slope





## APPENDIX APPROVED PLANT LIST

**NATURAL AREA HYDROSEED MIX :** The following hydroseed mix shall be used to revegetate all disturbed areas of the homestead/building activity envelope that is not otherwise covered with new landscape trees, shrubs and groundcovers:

Common Name	Botanical Name	lbs./acre
Hard Fescue	Festuca ovina 'duriscala'	3.00
Big Bluegrass	Poa ampla	2.00
Blue Wildrye	Elymus glaucus	2.00
Slender Wheatgrass	Elymus trachycaulus	5.00
Sheep fescue	Festuca trachyphylla	3.00
Mountain Brome	Bromus carinatus	4.00
Blue Flax	Linum lewisii	0.50
Sulphur Flower	Eriogonum umbellatum	0.25
Beard Tongue	Penstemon strictus	0.50
Bitter Brush	Purshia tridentate	1.00
Basin Sagebrush	Artemisia tridentate	0.25
	<b>Total lbs./acre</b>	<b>19.00</b>

- PROHIBITED PLANT LIST :** The following plants are objectionable and may not be planted given their tendency to dominate the native plant community:
- Any species listed on the Morgan County Noxious Weed List
  - Common Bermuda Grass (Cynodon dactylon).
  - Purple-Leaf Plum/Cherry (Prunus cerasifera).
  - European White Birch (Betula pendula).
  - Silver Maple (Acer saccharinum).
  - Gold Rain Tree (Koelreuteria paniculata).
  - Siberian Elm (Ulmus pumila).
  - Tree-of-Heaven (Ailanthus altissima).
  - Loosestrife (Lythmacha angusta).
  - River Birch (Betula nigra).
  - Mulberry (Morus spp.).
  - Cottonwood (Populus spp.).
  - Spruce (Picea pungens).
  - Ponderosa Pine (Pinus ponderosa).
  - Russian Olive (Elaeagnus angustifolia).

APPENDIX  
APPROVED PLANT LIST

COMMON NAME	BOTANICAL NAME
<b>PERENNIALS</b>	
Hollyhock	<i>Alicea rosea</i> "Chater's Double"
Filigree Daisy	<i>Anthemius marschalliana</i>
Rocky Mountain Columbine	<i>Aquilegia caerulea</i>
Western Columbine	<i>Aquilegia formosa</i>
Prickly Poppy	<i>Argemone munita</i>
Poppy Malow, Wine Cups	<i>Calliflohe involucreta</i>
Native Bluebells	<i>Campanula rotundifolia</i>
Bachelor Button	<i>Centauraea dealbata</i> "Rosea"
Keys of Heaven, Red Valerian	<i>Centranthus ruber</i>
Chicory	<i>Cichorium inophus</i>
Western V'rgins Bower	<i>Clematis ligusticifolia</i>
Trailing Daisy	<i>Eriogonum flagellaris</i>
Sulphur Flower	<i>Eriogonum umbellatum</i>
Stork's Bill	<i>Erodium cicutarium</i>
California Poppy	<i>Eschscholzia californica</i>
Blue Fescue	<i>Festuca ovina glauca</i>
Blanket Flower	<i>Gaillardia aristata</i>
Burgundy Blanket Flower	<i>Gaillardia grandiflora</i>
Dwarf Blanket Flower	<i>Gaillardia grandiflora</i> "Goblin"
Chilean Evers, Prairie Smoke	<i>Geum triflorum</i>
Curlycup gumweed	<i>Gundelia squarrosa</i>
Snakeweed	<i>Gutierrezia serotinae</i>
Common Sunflower	<i>Helianthus annuus</i>
Hairy Goldenaster	<i>Heterotheca villosa</i>
New Mexico Hops	<i>Humulus lupulus neomexicanus</i>
Yellow Flax	<i>Linum flavum compacta</i>
Blue Flax	<i>Linum lewisii</i>
Blackfoot Daisy	<i>Melampodium leucanthum</i>
Beetalm, Horeseinlt	<i>Fistulosa</i>
Mexican Evening Primrose	<i>Oenothera berlandieri</i>
Penstemon	<i>Penstemon barbatus</i>
Firecracker Penstemon	<i>Penstemon eatoni</i>
Pine Leaf Penstemon	<i>Penstemon pilifolius</i>
Rocky Mountain Penstemon	<i>Penstemon strictus</i>
Rock Goldenrod	<i>Petardora pumila</i>
Mexican Hat	<i>Ratibida columnifera</i>
Wooly Mullein	<i>Verbascum bombyciferum</i> "Arctic Summer"
Common Mullein	<i>Verbascum thapsus</i>
<b>GROUND COVERS</b>	
Kirmlinick	<i>Arctostaphylos uva-ursi</i>
Creeping Oregon Grape	<i>Mahonia repens</i>
Dwarf Mountain Lower	<i>Pachistima carbyi</i>
Mountain Lower	<i>Pachistima myrsinites</i>
<b>GRASSES</b>	
Western Wheatgrass	<i>Agropyron smithii</i> "Arriba"
Western Wheatgrass	<i>Agropyron smithii</i> rostrata
Mountain Brome	<i>Bromus maritimus</i>
Mountain Brome	<i>Bromus carynatus</i>
Mutton Bluegrass	<i>Poa fendleriana</i>
Idaho Fescue	<i>Festuca idahoensis</i>
Sheep Fescue	<i>Festuca ovina</i>
Creeping Red Fescue	<i>Festuca rubra</i>
Perennial Ryegrass	<i>Lolium perenne</i>
<b>EVERGREEN TREES</b>	
Rocky Mountain Juniper	<i>Juniperus scopulorum</i>
Colorado Spruce	<i>Picea pungens</i>
<b>DECIDUOUS TREES</b>	
Rocky Mountain Maple	<i>Acer glabrum</i>
Boxelder	<i>Acer negundo</i>
Thimbleleaf Alder	<i>Alnus tenuifolia</i>
Shadblow Serviceberry	<i>Amelanchier canadensis</i>
Common Hackberry	<i>Celtis occidentalis</i>
Beechleaf Mountain Mahogany	<i>Cercocarpus montanus</i>
Desert Willow	<i>Chilopsis linearis</i>
Narrowleaf Cottonwood	<i>Populus angustifolia</i>
Aspen	<i>Populus tremuloides</i>
Chokecherry	<i>Prunus virginiana melanocarpa</i>
Gambel Oak	<i>Quercus gambelii</i>
Smooth Sumac	<i>Rhus glabra</i>
Staghorn Sumac	<i>Rhus typhina</i>
Rose Locust	<i>Robinia neomexicana</i>
<b>EVERGREEN SHRUBS</b>	
Emerald Green Manzanita	<i>Arctostaphylos patula</i>
Rumling Serviceberry	<i>Arctostaphylos santii</i>
Curleaf Mountain Mahogany	<i>Amelanchier stolonifera</i>
Silverberry	<i>Cercocarpus ledifolius</i>
Mormon Tea	<i>Elaeagnus commutata</i>
Red Yucca	<i>Ehretia viridis</i>
Common Juniper	<i>Hesperaloe parviflora</i>
Utah Juniper	<i>Juniperus communis</i>
Rocky Mountain Juniper	<i>Juniperus osteosperma</i>
<b>DECIDUOUS SHRUBS</b>	<i>Juniperus scopulorum</i>
Alder	<i>Alnus incana</i>
Saskatoon Serviceberry	<i>Amelanchier alnifolia</i>
Utah Serviceberry	<i>Amelanchier utahensis</i>
False Indigo	<i>Amorpha fruticosa</i>
Big Sagebrush	<i>Artemisia tridentata</i>
Mountain Big Sage	<i>Artemisia tridentata vaseyana</i>
Wyoming Big Sage	<i>Artemisia tridentata wyomingensis</i>
Martin Canothus	<i>Ceanothus maritimi</i>
Tobacco Brush	<i>Ceanothus velutinus</i>
Rubber Rabbitbrush	<i>Chrysothamnus nauseosus</i>
Douglas Rabbitbrush	<i>Chrysothamnus viscidifloris</i>
Red Osier Dogwood	<i>Cornus sericea</i> "Bailey"
Western Hazelnut	<i>Corylus cornuta californica</i>
Cliffrose	<i>Cowanva mixicana stenoburiana</i>
Winterfat	<i>Eurotia lanata</i>
Rock Spirea	<i>Holodiscus domosus</i>
Shrubby Cinqufoil	<i>Potentilla fruticosa</i>
Alpine Currant	<i>Ribes alpinum</i>
Mountain Mahogany	<i>Cercocarpus montanus</i>
Woods Rose	<i>Rosa woodsia</i>
Blue Elderberry	<i>Sambucus caerulea</i>
Elderberry	<i>Sambucus canadensis</i>
Buffaloberry	<i>Shepherdia argentea</i>
Mountain Snowberry/Coralberry	<i>Symphoricarpos oreophilus</i>

APPENDIX  
DRB APPLICATION

SINGLE-FAMILY RESIDENCE APPLICATION FORM  
GENERAL INFORMATION

- a. Submission Date: \_\_\_\_\_
- b. Homestead # and Street Address: \_\_\_\_\_

PROJECT TEAM INFORMATION

- a. OWNER NAME: \_\_\_\_\_
- Address: \_\_\_\_\_
- City/State/Zip: \_\_\_\_\_
- Telephone: \_\_\_\_\_
- E-mail: \_\_\_\_\_

- b. ARCHITECT NAME: \_\_\_\_\_
- Address: \_\_\_\_\_
- City/State/Zip: \_\_\_\_\_
- Telephone: \_\_\_\_\_
- E-mail: \_\_\_\_\_

- c. CONTRACTOR NAME: \_\_\_\_\_
- Address: \_\_\_\_\_
- City/State/Zip: \_\_\_\_\_
- Telephone: \_\_\_\_\_
- E-mail: \_\_\_\_\_

PROJECT INFORMATION

- a. Total Homestead Size: \_\_\_\_\_ Acre/ \_\_\_\_\_ SF
- b. Total Building Activity Envelope (BAE) Size: \_\_\_\_\_ SF
- c. Proposed Maximum Site Coverage: \_\_\_\_\_ SF ( \_\_\_\_\_ % of BAE)
- d. Number of Bedrooms: \_\_\_\_\_ Number of Bathrooms: \_\_\_\_\_
- e. Parking Spaces: In Garage \_\_\_\_\_ Outside/Exposed: \_\_\_\_\_ SF
- f. Proposed Total Floor Area: \_\_\_\_\_ SF
- g. Proposed Maximum Building Height: \_\_\_\_\_ (include sections to illustrate)

REVIEW FEE: (\$2.00 per sellable square foot) = \$ \_\_\_\_\_



APPENDIX  
CHECKLIST & APPLICATION

**CHECKLIST**

**Step 1: Pre-Design Meeting**

- \_\_\_\_\_ Actual submittals not discussed with Applicants at this time
- \_\_\_\_\_ Show examples of previously-approved submittals
- \_\_\_\_\_ Discuss general Design Theme
- \_\_\_\_\_ Discuss "ground rules" for Guidelines and any "hot buttons"
- \_\_\_\_\_ Verify Applicant has current Guidelines and Appendices
- \_\_\_\_\_ Discuss design and construction schedule, and requirement for mockup
- \_\_\_\_\_ Discuss specific issues such as lot configuration, setbacks, easements, and utilities

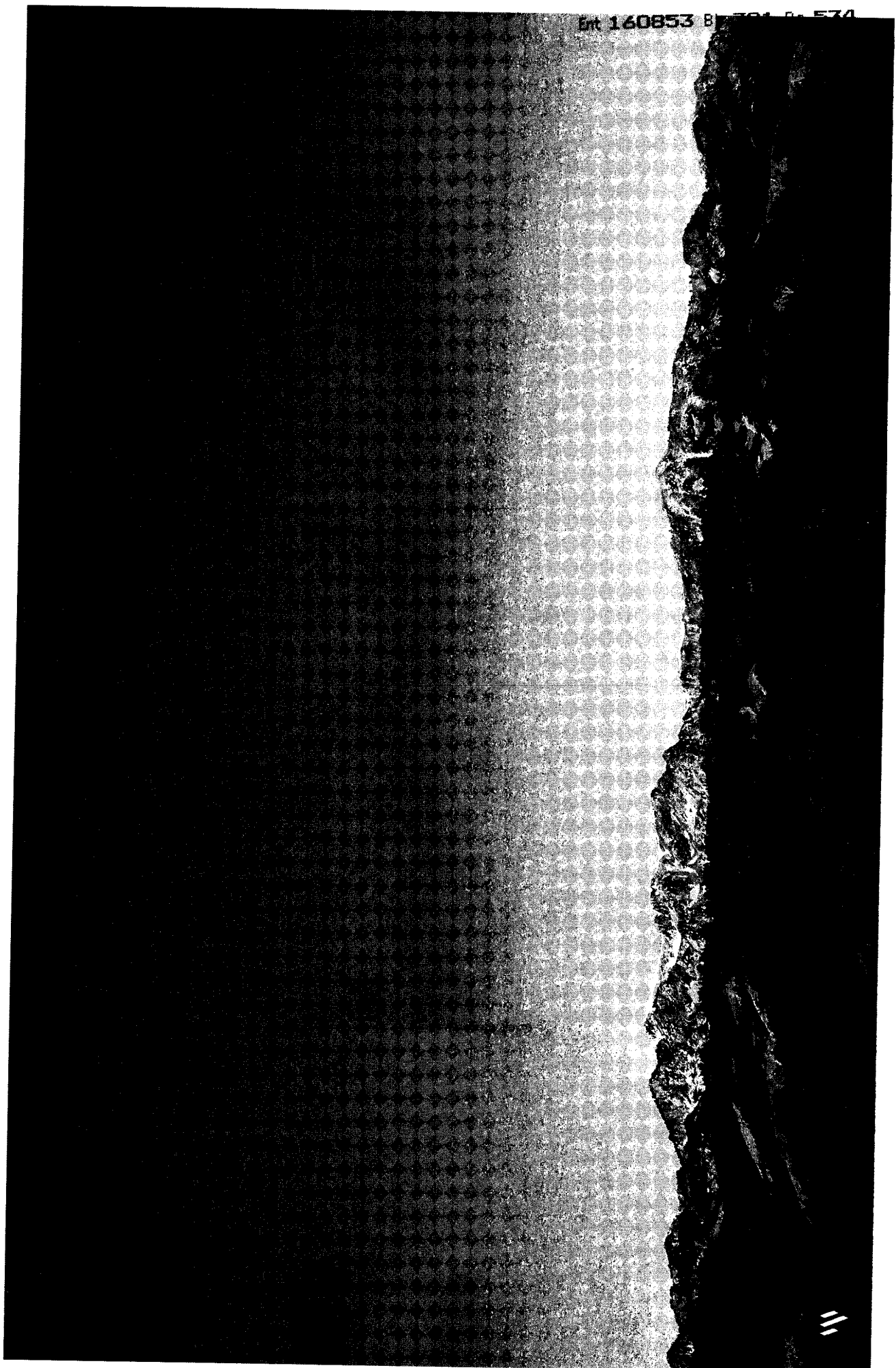
**Step 2: Sketch Plan Review**

- \_\_\_\_\_ Completed Application and Checklist
  - \_\_\_\_\_ Non-refundable Design Review Fee (\$2.00 per sellable square foot)
  - \_\_\_\_\_ Set of full-sized drawings in a PDF document
  - \_\_\_\_\_ Existing Site Conditions (1" = 20')
  - \_\_\_\_\_ Proposed Site Plan (1" = 20')
  - \_\_\_\_\_ Schematic Building Floor Plans (1/8" = 1'-0")
  - \_\_\_\_\_ Schematic Building Roof Plans (1/8" = 1'-0")
  - \_\_\_\_\_ Schematic Building Exterior Elevations (1/8" = 1'-0")
  - \_\_\_\_\_ Building Height Sections & Calculations (same scale as Exterior Elevations)
  - \_\_\_\_\_ Schematic Landscape Plan (1" = 20')
  - \_\_\_\_\_ Roof Material Samples (Actual Sample(s) Require)
  - \_\_\_\_\_ 3D Model (In Revit or Sketchup) showing Elevations of each Perspective
- \*Note: Building footprints and driveway locations must be staked by Applicant*

**CHECKLIST (Cont.)**

**Step 3: Final Plan Review**

- \_\_\_\_\_ Completed Application and Checklist
- \_\_\_\_\_ Set of full-sized drawings in a PDF document
- \_\_\_\_\_ Submittal prepared by licensed and approved Architect
- \_\_\_\_\_ Site Plan (1" = 20')
- \_\_\_\_\_ *\*Note: Building footprints and driveway locations must be staked by Applicant*
- \_\_\_\_\_ Foundation Plan (1/4" = 1'-0")
- \_\_\_\_\_ Building Floor Plans (1/4" = 1'-0")
- \_\_\_\_\_ Roof Plan (1/4" = 1'-0")
- \_\_\_\_\_ Exterior Building Elevations (1/4" = 1'-0")
- \_\_\_\_\_ Building Sections (1/4" = 1'-0")
- \_\_\_\_\_ Exterior Building Details (varying scale)
- \_\_\_\_\_ Tree Removal/Preservation Plan (1" = 20')
- \_\_\_\_\_ Landscape Plan (1" = 20')
- \_\_\_\_\_ Material and Color Board (no scale)
- \_\_\_\_\_ 3D Model (In Revit or Sketchup) showing Elevations of each Perspective
- \_\_\_\_\_ Construction Staging and Management Plan (same scale as Site Plan)
  - Excavated material stockpile (s)
  - Location of all construction fencing
  - Area of Disturbance
  - Silt & straw fences
  - Mud Control
  - Construction trailer
  - Construction parking area
  - Snow storage areas
  - Waste receptacles
  - Sanitary facilities
  - Concrete washout areas
  - Any other requests by DRB and staff



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