



DESIGN GUIDELINES
FOR
THE PRESERVE AT PARK CITY
SUMMIT COUNTY, UTAH

November 2004

TABLE OF CONTENTS

<u>1. DESIGN PHILOSOPHY</u>	5
<u>2. SITE PLANNING GUIDELINES</u>	7
2.1 Site Analysis	7
2.2 Building Activity Envelope Location	8
2.3 Site Work	8
2.4 Grading and Drainage.....	9
2.5 Access Drives.....	11
2.6 Garage Location.....	11
2.7 On-Site Parking.....	12
2.8 Utilities.....	12
2.9 Walls and Fencing.....	13
2.10 Outdoor Storage and Trash Receptacles	14
2.11 Mechanical and Electrical Meter Equipment.....	14
2.12 Antennae and Satellite Dishes	14
2.13 Signage and Address Identification	14
2.14 Site Lighting.....	15
2.15 Swimming Pools, Spas, and Hot Tubs.....	16
2.16 Tennis Courts, Sport Courts and Basketball Goals.....	16
2.17 Play Structures	16
2.18 Lot Restrictions.....	16
2.19 Guest Houses	17
2.20 Barns	17
<u>3. ARCHTECTURAL DESIGN</u>	18
3.1 Diversity and Continuity.....	18
3.2 Building Size.....	19
3.3 Pre-Fabricated Buildings	21
3.4 Height of Structures	21
3.5 Asymmetry and Organic Composition	22
3.6 Foundations.....	23
3.7 Exterior Materials	23
3.8 Roofs.....	24
3.9 Entrances.....	25
3.10 Porches, Terraces, Decks	25
3.11 Awnings and Roll Down Exterior Window Coverings	26
3.12 Chimneys and Outdoor Fires	26
3.13 Exterior Colors.....	26
3.14 Windows, Skylights, Draperies and Shutters.....	27
3.15 Building Projections.....	28
3.16 Garages and Garage Doors	28



3.17	Solar Applications and Other Structures.....	29
3.18	Structure Wiring System.....	29
<u>4. LANDSCAPE GUIDELINES.....</u>		30
4.1	Natural Area.....	30
4.2	Transitional Area	31
4.3	Private Area	31
4.4	Approved Plant List.....	31
4.5	Fire Prevention Thinning	32
4.6	Minimum Tree Planting Requirement	32
<u>5. CONSTRUCTION REGULATIONS.....</u>		32
5.1	Building Activity Envelope and Fencing Requirement.....	32
5.2	Protection of Subdivision Improvements and Restoration of Property	33
5.3	Performance Deposit.....	33
5.4	OSHA Compliance	34
5.5	Construction Site Plan and Construction Trailers.....	35
5.6	Construction Trash Receptacles and Debris Removal.....	35
5.7	Sanitary Facilities.....	36
5.8	Construction Access.....	36
5.9	Vehicles and Parking Areas	36
5.10	Conservation of Native Landscape	36
5.11	Erosion Control.....	37
5.12	Excavation Materials and Blasting	37
5.13	Dust and Noise Control.....	37
5.14	Material Deliveries.....	37
5.15	Firearms	38
5.16	Alcohol and Controlled Substances	38
5.17	Fires and Flammable Materials.....	38
5.18	Pets.....	38
5.19	Preservation of Property	38
5.20	Construction and Real Estate Signage	39
5.21	Daily Operation.....	39
5.22	Site Visitations	39
5.23	Construction Insurance Requirements	39
5.24	Vehicular Access	40
<u>6. DESIGN REVIEW PROCEDURES.....</u>		40
6.1	Pre-Design Conference	40
6.2	Preliminary Design Submittal.....	41
6.3	Preliminary Design Review	42
6.4	Final Design Submittal	42
6.5	Deferral of Material or Color Selection	43
6.6	Site Inspection.....	44



6.7	Final Design Review.....	44
6.8	Resubmittal of Plans	44
6.9	Pre-Construction Conference.....	44
6.10	Commencement of Construction	44
6.11	Inspections of Work in Progress	45
6.12	Subsequent Changes	45
6.13	Final Release.....	45
6.14	Non-Waiver.....	46
6.15	Right of Waiver.....	46
6.16	Exemptions	46
6.17	Design Review Fee	46
<u>7. COMMITTEE ORGANIZATION</u>		47
7.1	Members	47
7.2	Address of Architectural and Site Review Committee.....	47
7.3	Resignation of Members	47
7.4	Duties	47
7.5	Meetings.....	48
7.6	Compensation	48
7.7	Amendment of Design Guidelines.....	48
7.8	Non-Liability.....	48
7.9	Enforcement.....	49
7.10	Severability	49
7.11	Delegation of Authority	50
7.12	Declaration of Covenants, Conditions, and Restrictions	50
<u>APPENDIX A</u> Indigenous Plant List.....		51
<u>APPENDIX B</u> Approved Native and Compatible Plants		52
<u>APPENDIX C</u> Approved Plant List		54
<u>APPENDIX D</u> Design Review Submittal Checklist.....		57
<u>APPENDIX E</u> Submittal Application.....		58
<u>APPENDIX F</u> Performance Deposit Form.....		59



1. THE DESIGN PHILOSOPHY

At the heart of The Preserve community is the desire for the land and the structures to blend together and for each homesite to compliment the others. These Design Guidelines have been created to help our residents share in this philosophy. It is harmony that is sought, homes with individual character that compliment the unique landscape.

It is anticipated that each design of dwellings will be sympathetic to the individual lot's topography, vegetation, and physical orientation. Each design must begin with a thorough site evaluation and take into account the site's topography, sun angles, view corridors, relationships to ridgelines, native landscape, and other homes. It is only after a complete understanding of these natural characteristics that a Lot Owner and their architect or designer can begin a Lot design.

In order to assist each Owner in an environmentally sound and aesthetically compatible design of their dwelling, a comprehensive Architectural Review Process has been established pursuant to these Design Guidelines. This process provides each Owner the opportunity to draw upon the expertise and knowledge which has been acquired during the planning and development of The Preserve. Since the preservation and enhancement of the unique landscape at The Preserve are of primary concern, the Site and Design Review Committee (Committee) has been established and charged with the responsibility of ensuring that these principles are adhered to throughout all phases of development.

1. The **Pre-Design Conference**, during which each Lot Owner along with his or her architect may review their ideas and the natural characteristics of the Lot with a representative of the Committee before any plans are prepared. It is required that these meetings take place at the Lot and that the Owner's architect be present.
2. The **Preliminary Submittal**, at which time the Committee will review conceptual plans to ensure conformance with the Design Guidelines, before the Owner finalizes his or her design.
3. The **Final Submittal**, at which time the Committee will review final construction documents to confirm that they are consistent with the previously approved preliminary plans.
4. The **Pre-Construction Conference**, during which each builder will review the construction regulations with a representative of the Committee to ensure understanding of, and future compliance with, these regulations.



5. The **Final Inspection** of the improvements by a representative of the Committee, to determine whether actual construction has been completed in compliance with the approved plans and Design Guidelines.

The Architectural Review Process was developed to provide adequate checkpoints throughout the design and development phases so that time and money are not wasted on plans and designs which do not adhere to the Design Guidelines or to the overall principles of The Preserve, or which may be inappropriate for their specific Lot setting. Therefore, it is extremely important that the design steps of the review process be followed in their entirety and in correct sequence. This process is a proven and streamlined one and will not result in time delays provided each Owner adheres to the intended spirit of the Design Guidelines, namely, a site-sensitive approach to the development of their Lot within The Preserve community.

It is required that an Owner retain a licensed Architect for planning and design to ensure a thorough analysis and understanding of a particular Lot as well as the Owner's special needs and living patterns. Doing so also provides the ability for the Owner to effectively communicate the concept and design of a proposed residence or improvement.

The Committee specifically reserves the right to make subjective as well as objective determinations of whether the goals of the architectural standards and design criteria have been met by a particular site. This Design Guidelines may include requirements and limitations which are more restrictive than the provisions of the Declaration of Covenants, Conditions and Restrictions for The Preserve and the Notes which are included on the recorded plats for The Preserve. In such instances, the terms, provisions, restrictions and procedures of the Design Guidelines shall control.

The Architectural Review Process is intended to operate concurrently with the plan review process required by Summit County for obtaining a building permit. The Preserve Architectural Review Process is independent of the Summit County technical plan review process and is solely intended to enforce the Design Guidelines. Each Lot Owner bears the responsibility for the proposed dwelling's adherence to The Preserve's Design Guidelines, and bears the additional responsibility for the proposed structure's adherence to county, zoning and building codes.

The ultimate goal is to create and maintain The Preserve as the Park City area's finest community.



2. SITE PLANNING GUIDELINES

The climate, terrain and landscape at The Preserve are all important factors that must be considered in the design of any improvements to properties within the community. It is the intent of the following guidelines to ensure environmentally sound and aesthetically pleasing development at The Preserve for the mutual benefit and enjoyment of all its owners.

2.1 SITE ANALYSIS

Site planning for individual Lot improvements at The Preserve relies heavily on site analysis. The analysis is a method to evaluate the existing conditions on or near the Lot through the use of a topographic survey prepared by a registered Civil Engineer or a licensed Land Surveyor and on-site verification by the Architect. The location and design of proposed structures must relate to existing terrain and preserve the natural features of the site. The design process must take into account grade changes, slope, locations of both existing and planned trees, and orientation of the proposed improvements to sun, wind, and view sheds. Privacy, to and from, and the impact on adjacent neighbors, nearby rights-of-way and common open space areas should be considered, both in site planning and in designing the architectural elements of the structure.

A design that grows from the findings of a thorough Site Analysis helps to shape a building that is sensitive to its natural surroundings and will enhance the community.

Every project begins with a Site Analysis prepared by the Architect and Landscape Architect. The Analysis is used at the Pre-Design Conference to aid in the establishment of the home location on the site. At a minimum, the following items must be identified and sketched onto a copy of the survey. Those with an asterisk * will be given to the owner by The Preserve.

- Topography and landform * (to be verified by Owner).
- Aspect and orientation (sun and shadow patterns)
- Property boundaries *
- Required setbacks from all boundaries *
- Impacts on the use of the site due to snow removal and storage
- Location of utilities serving the site *
- Views both onto the site and from the site
- Wind patterns
- Contextual setting (neighboring land uses and Building Activity Envelopes) *



- ❑ Any “No Access Zones” along street frontage *

The analysis of each of these elements should be further evaluated in terms of design opportunities and design constraints. Design opportunities are those situations where the element in question will positively contribute to the overall project, while design constraints are situations where a specific element will detract or conflict with the overall vision for The Preserve. The opportunities and constraints identified in the Site Analysis should be used as design determinants in the design and development stages of the Lot.

2.2 THE BUILDING ACTIVITY ENVELOPE LOCATION

The Building Activity Envelope concept is a major component of the philosophy of site planning for each individual Lot. The Building Activity Envelope is that portion of each Lot within which all improvements, including structures, decks, walks, landscape improvements, grading, drainage swales, parking, garage back up area, fencing, and all mechanical equipment must be located, and is the only area of the Lot where alterations of, or disturbance to, the natural landscape may occur. The only disturbance allowed outside of the Building Activity Envelope is the fourteen-foot maximum width driveway between the road and the residence. The Building Activity Envelope for each Lot is indicated on the Lot Map, recorded plats, and Project Aerial Map, which are included in The Preserve Contract Document Book, and is designed to help protect and preserve the landscape features of the Lot as well as critical view sheds and sight lines. In all cases the area of the residence must be within the area of Building Activity Envelope shown on the Lot Map.

Building Activity Envelopes may be adjusted by authorization from the Committee pursuant to the CC & R's but only for the purpose of integrating the house and other structures better with the natural contours of the site or other appropriate issues as determined by the Committee.

Should a homeowner purchase two or more lots the Building Activity Envelopes may be combined with the approval of the Committee, pursuant to the CC & R's and any other required governmental authorities.

2.3 SITE WORK

A very limited amount of excavation or fill will be permitted on any Lot except where specifically allowed by the Committee due to terrain considerations; every attempt should be made to minimize the use of engineered building pads.



Removal of vegetation within any Building Activity Envelope will be permitted on a limited basis; however, it is understood that some selective pruning or removal of trees and shrubs will be necessary for the development of any Lot. Owners are strongly encouraged to transplant all significant vegetation on their Lot. The Committee must first approve any cutting of trees or vegetation. The Lot Owner will be fined for each tree removed without Committee approval.

Great care must be taken in designing the site improvements around the existing vegetation so the root system remains intact and that its supply of water is maintained.

2.4 GRADING AND DRAINAGE

Site grading and drainage must occur with minimum disruption to the Lot without altering natural drainage patterns as runoff enters and leaves the Lot and without creating conditions that could lead to soil erosion.

In some cases, the Committee may allow the re-routing of a portion of a drainageway within the boundaries of the Building Activity Envelope. This will be considered on a case-by-case basis, and it should not be assumed it will be allowed in all cases. In order to be approved, the relocated drainage way must take into account the possible loss of vegetation, the visual quality of the drainage way, and the master drainage plan.

Surface drainage upon and across any Lot must be addressed through the implementation of sound construction and grading practices. Any improvement which creates an obstruction to surface flows, snow melt, or groundwater discharge resulting in a back-up of storm waters or an increasing or moving of predevelopment flow onto a neighboring Lot or common area parcel is strictly prohibited.

Ground floor levels should be established at a vertical elevation such that the final placement of backfill, walks, drives, and porches will produce a positive drainage away from the structure in all directions. The inclusion of foundation waterproofing and a perforated pipe foundation drainage system is recommended.

Where necessary to produce the desired results and in accordance with Summit County requirements, the Committee may approve minimal grading as well as the use of multiple small retaining walls. However, grading that produces awkward or steep slopes that are not natural in their final appearance will not be approved. Cut and fill slopes may have a maximum ratio of 2:1 horizontal to vertical unless supported by a specifically approved retaining wall.



In addition to basic grading, sloping sites should employ designs that take up the full impact of grading within the dwelling's footprint; the location and design of the proposed structures must relate to the existing terrain. Grade transitions from Building Activity Envelopes to setbacks must appear natural. All Lot grading must be limited to construction of driveways and other grading necessary for authorized construction. Due to predevelopment grading on some Lots, corrective grading will be allowed with Committee approval. Except for driveway access, erosion control, special landscape conditions, or utilities, no other grading is allowed outside the Building Activity Envelope of any Lot.

No excessive excavation or fill will be permitted on any Lot. On some sensitive sites, grading may not be allowed at all. Every attempt must be made to minimize cut and fill necessary for the construction of a home. Excess fill may not be placed on a Lot and must be disposed of outside of The Preserve. Retaining walls may be utilized only where necessary and with Committee approval. Grading must be limited to that reasonably necessary for the construction of a home. Pad grading for the intention of providing concrete slab foundations is prohibited except for garages, terraces, outbuildings and basements.

Excavation or fill must be limited to 4 (four) feet vertically outside of structure where exposed to view. However, the Committee reserves the authority to disapprove of any exposed excavation or fill transition that is abrupt, awkward or unnatural in appearance.

All cut and filled areas must be revegetated with approved plant material or seed mix. Retaining systems are required at vertical cuts. No excavation, fill, or removal of trees and other vegetation will be permitted until the applicants' final Construction Documents have been approved in writing by the Committee and the Pre-Construction requirements have been fulfilled. Actual wall heights and ground slopes will vary by location. Multiple retaining wall systems with intermediate landscaping must be used wherever a single wall would exceed four feet or otherwise appear excessively high. In some special cases high retaining walls may reduce the amount of disturbance to native vegetation and may be preferred. When constructing vertical retaining walls, consider sloping the base about 15 degrees from vertical to soften the impact of an otherwise vertical wall. Grading near the setbacks may not result in abrupt transitions to adjacent Lots or streets. No structures may be constructed on portions of a Lot where the slope exceeds 30 percent.

When cuts and fills are required, the maximum slope must be 2 to 1 to allow for natural vegetation, anything steeper than that will require an approved retaining wall unless special

conditions exist on the site. Some special soil conditions may require a shallower slope such as 4 to 1.

2.5 ACCESS DRIVES

A single driveway only may access each Lot. This access point should be resolved in the pre-design conference and must be approved by the Committee. Access drives shall be located to preserve and avoid important natural features, such as large or significant plant materials, drainage ways, rock outcroppings, and to minimize disruption of the existing landscape. Additionally, homeowners need to consult Summit County Ordinances that govern driveways.

The graded or paved surface of an access drive shall not exceed 14 feet in width where it crosses the road right-of-way and the front setback of the Lot, and continue with the 14' width to the street paving. Driveways may widen once inside the Building Activity Envelope to allow for proper maneuvering space. Driveway surfaces and certain landscaping are the only improvements allowed outside the Building Activity Envelope with the exception of underground utilities servicing the Lot. Some limited encroachment may be considered where unique terrain, vegetation constraints, or limited Lot width may warrant. The proposed driving surface is subject to approval by the Committee. Driveways are encouraged to be colored concrete, pavers, stamped colored concrete, natural stone, or other pattern and texture methods. Asphalt drives will be permitted but must be maintained properly. No uncolored concrete is permitted. An appropriately sized (as determined by the Owner's designer and approved by the Committee) concrete or metal culvert drainage pipe shall be installed where necessary beneath each access driveway between the road shoulder and the property line, unless otherwise approved by the Committee. This pipe should be shown on the site plan. In some cases the pipe size may be too large to install due to site conditions. If this is the case the Committee will consider an alternative. The flowline of the pipe shall be aligned and sloped so that ditch/drainageway storm flows will continue smoothly and unimpeded beneath the driveway crossing. The exposed ends of the pipe shall be aesthetically finished with stone headwalls. Stone headwalls must be constructed in accordance with The Preserve standards adopted by the Committee. The Committee will supply a construction detail of the headwall. All stone headwalls shall be constructed of the stone type specified by the Committee.

2.6 GARAGE LOCATION

Driveway access and garage location lend significant shape to the design and placement of the home. One of the greatest contributors to negative feelings about residential



subdivisions is the often-present row of garage doors aligned along the street with oversized driveways leading to them. Every effort must be made to keep this view from being prevalent at The Preserve. In order to minimize the impact on the community, garage doors should not face the street or any other common area. Two exceptions to this would be if a side entry garage would require grading that may have more impact than a front facing garage or if height restrictions limit building orientation. This issue needs to be resolved during the Pre-design Meeting. Where possible, locate the driveway where it requires the least amount of cut or fill.

When planning a house at The Preserve, attempt to minimize the potential view of the garage doors from the street. The garage may be placed in a separate structure with or without an enclosed connection to the main house. The sum of the width of the garage doors shall not exceed 30 (thirty) feet.

Garages and Garage Doors are further defined in Section 3.16.

2.7 ON-SITE PARKING

Each Lot must have an area for the parking of two guest automobiles within the Building Activity Envelope; the Guest House must have an area for parking two vehicles. Homeowners who possess trucks, buses, motor homes, campers, boats, trailers, motorcycles, or any other motorized vehicle other than a conventional automobile, must store or park such vehicles within an enclosed garage so as to be completely hidden from view pursuant to the CC & R's. A horse trailer may be parked alongside the barn on equestrian lots provided it is a four-horse trailer or smaller. No other overnight exterior parking of any other vehicle or equipment will be allowed.

2.8 UTILITIES

Utility services are generally stubbed to the front property line of each Lot. Gas, electricity, telephone generally run parallel with the roads and are located within the shoulder. The extension of services from these locations to the residence shall be the responsibility of each Owner and shall be routed to minimize disruption to the natural landscape. Utility trenches may not encroach into any required setback except where they cross the front natural area of the Lot between the service tap and the Building Activity Envelope. All disturbed areas of the site must be restored to their natural condition as nearly as possible. Information regarding connection procedures may be obtained by contacting the respective utility companies.



Natural gas service is available at The Preserve. As such no propane tanks are allowed except for small tank B.B.Q grills.

2.9 **WALLS AND FENCING**

Site walls must appear as a visual extension of the residence, using similar materials and finishes. In no case will site walls or fences be permitted to arbitrarily delineate the Building Activity Envelope. It is understood that such walls or fences may define pet runs or small yards, courtyards or terraces in close proximity to the residence for the purpose of privacy. No fence may outline the property line. Privacy or screen walls must not exceed six feet in height, measured from existing natural grade, and they may not encroach outside the Building Activity Envelope. All fencing within The Preserve must be pursuant to the Fence Design Guidelines, a detail of which is shown below. Chain link, metal, plain concrete block, (unless veneered with stone) or wire fencing is prohibited.



Post and Rail Fence

All members are Rough Sawn 3 x 8 Western Red Cedar

Structural retaining walls may not exceed an above natural grade height of six (6) feet unless otherwise approved. Multiple terraced retaining walls must be utilized where the overall height of retained earth exceeds six feet. Where multiple retaining walls are used, a two-foot planting area unless otherwise approved must separate each tier. The sum of the tiered retaining walls cannot exceed twelve feet above natural grade. Exception to this would be in the case of uphill rear terraces where a cut is necessary. If the wall is fully screened by the house, the wall may not need to be terraced. This will be resolved on a case by case basis. Retaining walls may be constructed of cast concrete or concrete masonry units; however, all exposed surfaces and edges must be stone veneer or stacked rock so as to blend unobtrusively with its natural surroundings and appear to grow out of the ground in an authentic way. The retaining wall must not have a veneered look. Maximum height of stack rock walls is four (4) feet above finish grade unless otherwise approved by a licensed engineer.

2.10 OUTDOOR STORAGE AND TRASH RECEPTICLES

Outdoor areas housing trash receptacles, firewood storage, maintenance or service equipment such as snow blowers, etc., or overflow storage shall be screened or concealed from all adjacent properties by a wall or fence conforming with Section 2.9. Firewood may be stored in an unscreened area provided it is neatly stacked in an inconspicuous location.

2.11 MECHANICAL AND ELECTRICAL METER EQUIPMENT

No roof mounted or wall mounted mechanical equipment will be permitted. Any exterior mechanical equipment utilized must be ground mounted adjacent to the residence and hidden from view by walls of sufficient height to fully screen it and buffer sound as well. The equipment and enclosure must be contained within the Building Activity Envelope. Equipment must be placed with consideration to the adjacent Lot, so as to minimize noise intrusion on the outdoor living spaces. All electrical meters must be screened from the street and adjacent Lot with a wall of sufficient height. Power panels must be recessed and a foundation sleeve must be used so the power feed is within the wall. Contact the utility companies for requirements concerning placement of the screen wall. All utilities must be located underground; no overhead power lines are permitted.

2.12 ANTENNAE AND SATELLITE DISHES

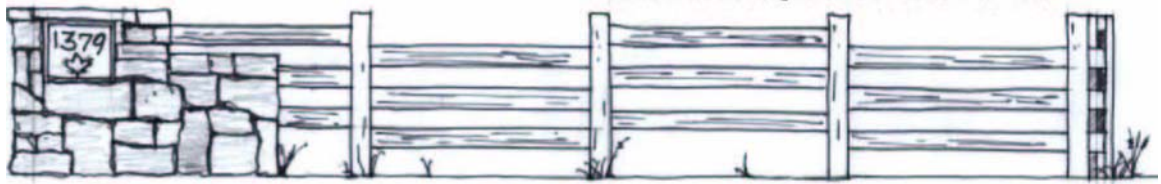
No satellite dishes, television or radio aerials or antennas may be installed that are not fully screened from the road and adjacent Lots. No satellite dish may be installed that is larger than 18" in diameter. This includes screening from view from anywhere within The Preserve. Removal of trees to improve reception is prohibited.

The screen wall is subject to Committee approval and must be an integral component of the house design. In some cases, the enclosure may not be approved due to the location on the Lot and its visual effect on the overall street scene or as viewed from adjacent Lots. Umbrella covers over satellite dishes are prohibited.

2.13 SIGNAGE AND ADDRESS IDENTIFICATION



All address identification will be standardized at The Preserve and is shown below as the Preserve Driveway Entry Feature sketch. You will be supplied with a detail of the standard address identification device during the pre-design meeting. This will then need to be built and maintained at the Owner's expense and must be completed prior to Final Inspection.



Driveway Entry Feature and Address

All members are Rough Sawn 3 x 8 Western Red Cedar



**Water-Jet Cut, Cor-Ten Steel
Backlit Address Plate**

No additional signage of any kind will be permitted, except approved temporary construction signs by each builder and directional signs provided by the developer. A standard sign detail will be provided to each builder should they choose to have a sign. For Sale signs are prohibited.

2.14 SITE LIGHTING

In order to maintain a dark sky, no additional lighting by an Owner may occur adjacent to the right-of-way.

Additional site lighting is permitted within a Building Activity Envelope, provided such lighting does not result in excessive glare toward the street or neighboring properties. All exterior lighting must be of a low level subdued intensity with the source of light fully shielded and directed downward and is subject to approval by the Committee. Security lighting must also comply with the shielding requirement and be connected to a timed motion detector. Harsh interior light such as created by lighted skylights or garage fluorescent lights when the garage has windows is prohibited due to its affect on the dark sky.

2.15 SWIMMING POOLS, SPAS, AND HOT TUBS

Swimming pools, spas, or hot tubs, if any, must be designed as a visual extension of the residence through the use of walls or decks and must be shielded from view. All pools and spas must be constructed according to Summit County regulations. All pumps, motors, and heaters must be fully screened from view from the streets and adjacent Lots. Additionally any noise must be dampened so as to be quiet from adjacent Lots.

2.16 TENNIS COURTS, SPORT COURTS, AND BASKETBALL GOALS

Due to the extensive clearing required, tennis courts will not be permitted unless shown that the tennis court will have an adverse effect on surrounding property and does not require considerable grading or landscaping. Sport courts will only be allowed when measures to minimize their impacts are included in the plan. Wall-mounted or freestanding basketball goals may be allowed subject to Committee approval. Support posts of a freestanding basketball goal shall be painted to blend unobtrusively with its visual backdrop surrounding, and the backboard must be clear. Portable basketball hoops are not allowed.

2.17 PLAY STRUCTURES

Play structures, trampolines, swing sets, slides, or other such devices are allowed only when the application is made in advance with the Committee. Approval for such equipment may be granted when it is proposed to be placed within fenced, rear yard areas, is constructed and finished with materials which are complementary to the structure, is limited in height to eight feet or less, and for which the colors of the equipment are in keeping with the intent of these guidelines. Generally, timber and dark-colored, powder coated, steel structural components are allowed; plastic is not.

2.18 LOT RESTRICTIONS



No more than one primary residence may be constructed on any Lot; further Lot restrictions and allowances are shown in Section 3.2. Each Lot is allowed certain size and number of structures by the recorded plat(s). When two or more lots are purchased together the Building Activity Envelopes may be combined to form one lot. The Committee must approve the new Building Activity Envelope. The height and visual impact of larger houses on combined lots will be assessed by the Committee on a case-by-case basis and may result in special restrictions. This will be resolved during the Pre-Design Conference. Additionally, Summit County may require a visual impact study on larger homes on combined lots.

Other outbuildings such as detached garages may be constructed provided they are a visual extension of the main residence. Such "complexes" are subject to approval by the Committee and any other required governmental authorities.

2.19 GUEST HOUSES

Guest Houses are permitted on specific plat-approved Lots. All Guest Houses must be within the Building Activity Envelope and the square footage of the Guest House must be a minimum of 1,000 square feet and may not exceed 2,500 square feet. Guest Houses are subject to the same Design Guidelines as the Primary House. The Guest House must be of the same design style, building materials, materials' allocation and color scheme as the Primary House.

2.20 BARNS

Barns are permitted only on specific plat-approved Lots and must be within the plat-designated pasture area. Barns may not exceed a 2,500 square foot foot print with the maximum peak height 26 feet above existing grade. They are to be of the same building materials, material allocation, and color scheme as the primary residence and the barn style and shape shall resemble the exhibit shown below. The Committee may approve an alternate custom barn design provided it matches the primary home in design style, proportions, building materials, material distribution and colors. The Committee must approve any external signage and lighting. Stone veneer must be no less than 20% of the exterior.





Except as specifically addressed in this section, Barns are subject to the same Design Guidelines as the Primary House regarding grading, drainage, and materials.

One horse trailer (a four-horse maximum size) may be parked along side the barn. No other vehicles or equipment may be parked or stored outside.

3. ARCHITECTURAL DESIGN

The buildings should fit quietly into the existing landscape. The goal is to create appealing and interesting structures that are subtle and complementary to the dominant beauty of the mountain setting and not overpower it. Structures should be human scale and not the imposing, overwhelming edifices seen too often elsewhere.

There is a unifying philosophy of design at The Preserve. Homes should reflect regional traditions and respond to the unique character design requirements of the mountain climate. Rather than prescribing a specific formula, the guidelines and requirements are intended to foster a thoughtful and comprehensive approach to creating an uncommonly well-designed community.

All materials and effects at The Preserve are to be genuine. Development of spaces for the enjoyment of outdoor living is encouraged. Porches, overhangs, trellises, and the softness of shade and shadow as a result of articulated massing and details are all desirable features. Anything too massive or without well-designed proportions and appropriate functional detailing will not be approved.

The desire is for as much subtle expression as imagination, topography and continuity will allow. At the same time, the play of light and shadow should be used to enrich the built environment.

3.1 DIVERSITY AND CONTINUITY



The principal objective of The Preserve's Design Guidelines is to add elements of architectural richness and variety to individual dwellings without allowing exceedingly flashy, ostentatious or attention-grabbing designs.

In order to build with a distinct and legible identity, architectural continuity with other homes in The Preserve must be considered by the architect and will be examined by the Committee when reviewing applications. Homes that have well-developed outdoor spaces and use neutral colors for all materials will be considered as the basis from which to provide continuity. Design continuity can be achieved through form, height, massing, materials, colors and other design patterns. The goal is to create subtle homes that complement their surroundings allowing the mountain setting to remain the dominant image.

3.2 BUILDING SIZE

One of the first goals of all Owners and their Architects should be to create the highest-quality home within the smallest possible volume consistent with the satisfaction of the Owner's need for space. The intent is that the natural landscape currently dominant at The Preserve remains the dominant visual image. The harmony can only be maintained if the built homes and landscape remain subservient and blend into the natural landforms and existing landscape. In keeping with this philosophy, a maximum size is imposed to assure a proper balance of open space within The Preserve.

The following Preserve Lot Allowance Table provides what each Lot is permitted per the recorded plats:

The Preserve Lot Allowance Table					
Lot Number	Maximum Primary House Size SF	Primary Residence Maximum Height	Guesthouse capability (2,500 sf)	Equestrian Capabiltiy	Maximum Horses Allowed
1	10000 sf	32 ft	Y	Y	4
2	10001 sf	28 ft	Y	Y	4
3	8,000 sf	28 ft	N	Y	3
4	8,000 sf	28 ft	N	Y	3
5	8,000 sf	28 ft	N	Y	3
6	8,000 sf	28 ft	N	Y	3
7	8,000 sf	28 ft	N	N	n/a
8	8,000 sf	28 ft	N	N	n/a
9	8,000 sf	28 ft	N	N	n/a
10	8,000 sf	28 ft	N	N	n/a
11	10,000 sf	32 ft	Y	Y	4
12	10,000 sf	32 ft	Y	Y	3
13	8,000 sf	32 ft	N	N	n/a
14	8,000 sf	32 ft	N	N	n/a
15	8,000 sf	32 ft	N	N	n/a
16	8,000 sf	32 ft	N	N	n/a
17	8,000 sf	32 ft	N	N	n/a
18	15,000 sf	32 ft	Y	Y	2
19	15,000 sf	32 ft	Y	Y	3
20	15,000 sf	32 ft	Y	Y	4
21	10,000 sf	33 ft	Y	N	n/a
22	10,000 sf	28 ft	Y	N	n/a
23	10,000 sf	32 ft	Y	Y	2
24	10,000 sf	32 ft	Y	N	n/a
25	10,000 sf	32 ft	Y	N	n/a
26	10,000 sf	32 ft	Y	Y	n/a
27	10,000 sf	32 ft	Y	N	n/a
28	10,000 sf	32 ft	Y	Y	3
29	10,000 sf	32 ft	Y	Y	4
30	10,000 sf	32 ft	Y	Y	3
31	8,000 sf	32 ft	Y	N	n/a
32	8,000 sf	32 ft	Y	N	n/a
33	8,000 sf	28 ft	Y	N	n/a
34	8,000 sf	28 ft	Y	N	n/a
35	8,000 sf	32 ft	Y	N	n/a
36	10,000 sf	32 ft	Y	Y	4
37	10,000 sf	32 ft	Y	N	n/a
38	8,000 sf	32 ft	Y	N	n/a
39	8,000 sf	32 ft	Y	N	n/a
40	8,000 sf	32 ft	Y	N	n/a
41	8,000 sf	32 ft	Y	N	n/a
42	8,000 sf	32 ft	Y	Y	4
43	10,000 sf	32 ft	Y	Y	3
44	10,000 sf	32 ft	Y	Y	4
45	10,000 sf	33 ft	Y	Y	4

Should an applicant wish to exceed the maximum square feet of livable space, they may do so by purchasing an adjacent Lot combining the two Lots into one. For every added Lot, 50% of the maximum main home size of the added Lot may become added square feet of



livable space on the combined Lots. All square footages are measured to the outside of outside wall.

Applicants submitting plans for combined lot residences may be required to reduce the massing of their project by separating the area into two or more separate structures. For example, a separate garage structure might incorporate some living area above it. For any Lots that are combined approval must be given by the Committee and any required governmental authorities.

3.3 PREFABRICATED BUILDINGS

No building that is constructed off-site and requires transportation to any Lot, whole or in partial assembly, will be permitted; this includes mobile homes, stock modular buildings, or any other structure requiring transportation and set up in a partially completed state. However, structures that are assembled off-site and completely disassembled for transportation, including log structures or custom designed modular buildings, may be permitted. The aesthetic merits of any such structures are subject to review and approval by the Committee.

3.4 HEIGHT OF STRUCTURES

Summit County ordinances and The Preserve Design Guidelines limit allowable heights. While the building height restrictions may help protect views, this is not their purpose. The overall full development appearance of the Community is the overriding concern. With that end goal in mind, the restrictions that apply that are included in the Lot Allowance Table in Section 3.2.

1. Maximum Building Height is measured from any point in the house to the finished grade directly below it.
2. Chimneys may exceed these heights.

It is the intent of these Design Guidelines that roof forms for homes on sloping sites step down with the grade to integrate with the natural setting. The height criteria are to avoid construction of houses that are out of scale. Beyond the height criteria, the Committee will render individual judgments with respect to the overall scale of the proposed design in relation to its location and all surrounding uses. The process does not seek to impose generalized criteria where more specific insights can be demonstrated to result in a better solution. The Committee has the right to impose a height restriction less than what is stated herein, if it believes it is necessary due to specific site conditions.



Is also the intent of the height limitations that roof forms for homes on sloping Lots step up or down with the grade to integrate the massing of the structure with the natural setting.

Building masses are required to step down to lower heights at the perimeter of the structure. If used at all, two-story wall massing should be minimized.

Architects who propose structures with more than one level should be certain that there is a difference in the areas contained on each level. The Committee due to their usually boxy, massive appearance will usually disapprove homes with similar floor area on two levels. Although small cantilevered elements may be considered, significant volumes over negative space must be avoided. Homes that favor the lower floor area will be more successful in meeting the requirement that lower masses occur toward the outside edges of the home.

Ultimately, the Committee judgments will take into account the more specific character of both the site and the proposed architectural response.

Offsets or indentations in wall planes create visual interest and add depth via shadow lines. No building wall may extend more than 20 feet in height without an offset in the vertical plane of at least two feet.

No single-story building wall may extend more than 30 feet in length without an offset of at least two feet. No two-story building wall may extend more than 20 feet in length without an offset of at least two feet.

3.5 ASYMMETRY AND ORGANIC COMPOSITION

Although pattern and rhythm are encouraged, large areas of symmetrical massing are discouraged. Gable ends are an example of a portion of a building that might tolerate symmetry; however the masses about either side of that gable need to be substantially differentiated from each other. A smaller gable end centered on a large gable will generally not be approved. Larger homes are particularly discouraged from the use of symmetry as an organizing principle of design because symmetry can lead to the creation of a home that appears formal or institutional, rather than residential.

Although historical precedent provides some symmetrical examples, it is important to keep in mind that the Lots at The Preserve are not to be developed independently of their neighbors, and therefore may not be designed as stand-alone monuments. For this reason, a

more organic composition is preferred: one that can coexist within view of other conscientiously designed residences.

3.6 FOUNDATIONS

All visible surfaces of foundation walls must be stone. Foundation walls step down with the grade change so that its exposed surface does not exceed a vertical height of 8" above finish grade at its greatest exposure. Material covering the foundation wall must be in the same plane as the wall above. Unless the material is acting as an architectural base, such as stone, in which case the offset should be at least six inches. Where the vertical distance from the underside of a ground floor wood deck structure (along its perimeter edge) exceeds 30 inches above finish grade below, the deck edge must be skirted with wood siding to screen the cavity beneath the deck, or have a special quality that would allow viewing the structure acceptable. Foundation walls that occur under a skirted deck such that they are no longer visible are exempt from the facing requirements stated above.

3.7 EXTERIOR MATERIALS

There exist many traditions in high country architecture that will be encouraged at The Preserve, along with certain regional adaptations.

Exterior material should generally be natural material that blend and are compatible with the native landscape. The predominant exterior materials should consist of wood or native stone, including wood shingles, wood shakes beveled or tongue-in-groove board siding, board-on-board, board and batt, native stone, or logs.

Plywood siding is prohibited unless the applicant can demonstrate to the Committee that the specific proposed application would result in a finished appearance indistinguishable from an individual board siding application.

The use of metal siding including aluminum, fiberglass siding, vinyl siding, or asbestos siding is prohibited. All exterior surfaces including gutters, chimneys and their covers, and window frames are to be finished or painted. Unfinished metallic exterior surfaces are not permitted unless they are copper or cor-ten steel. The use of stucco will only be allowed in very limited quantities and only when it is integrated into the design. No light colored or highly contrasting stucco will be permitted.

The use of textured masonry block as an exterior finish material will be considered on a case-by-case basis, and shall be limited to accent segments of the building facade. Brick

will not be allowed. Simulated or cultured stone will be allowed subject to Committee approval. The aesthetic merits of any combination of exterior materials are subject to review and approval by the Committee in order to maintain the architectural integrity and consistent visual experience of The Preserve.

3.8 ROOFS

The roofline of each house must create its own pleasing relationship to the street, other common areas, and to its adjacent structures when viewed from all directions. The overall profile and articulation of the roof should be sufficiently irregular to break up anything that would otherwise appear too boxy or discordant with the landscape or neighboring structures. Expansive roof structures shall be articulated by way of gable or shed dormers. Overhangs shall be provided at all roof edges and must be 3'-0" or more. Asymmetrical roofs are preferable to those that are obviously symmetrical. Covered terraces or porches must be fully integrated into the design of the house.

The roofs of all two-story homes should include single-story elements that help scale the two story elements back to the ground. For both one and two-story residences, the roof profile should be richly varied, including individual masses of sufficient size, in plan and elevation to convey the desired result. The higher masses should generally occur toward the center, with the lower profiles occurring toward the outer portions of the house. At no time can the highest point of the roof be at any of the outside walls.

All residences at The Preserve should predominately be pitched/gabled roofs. Flat roofs, with very shallow pitches will be allowed when combined with pitched roofs. No mansard will be allowed. The dominate roof form must have a minimum pitch of five feet by twelve and a maximum pitch of ten feet by twelve. In some cases portions of the roof may be less to achieve the desired Architecture.

Preferred roof materials include slate, flat concrete tiles, non-reflective raised-seam metal roofs, or heavyweight three-dimensional thick-butt asphalt shingles, with a weight of 325 pounds per square or more. Wood shakes and shingles are prohibited. Most pre-finished metal roofs are considered too reflective and will be prohibited.

Cor-ten (i.e. rusting steel) or copper roofing is encouraged as metal roofs of choice. Copper roofs must be allowed to turn brown or patina. No permanent shiny copper will be allowed. If asphalt shingles are used, a metal drip edge detail must be used to finish the edge appearance.

The use of asphalt shingles of standard or medium thickness, any types of barrel or "S" tiles, asphalt roll roofing, or reflective metal surfaces is prohibited.

All roof vents for mechanical equipment, water heaters, or attic venting is encouraged to be incorporated into a chimney. If not incorporated in the chimney then they must be on the rear side of the roof.

3.9 ENTRANCES

Entrances proportioned to convey a sense of human scale are more appropriate than those with exaggerated dimensions. Any grandeur should be experienced upon entering the house, not worn on its exterior facade. The clean lines of restrained and understated entries are more appropriate. Entries that are too ornate, monumental, or imposing will not be approved. Entrances that are a part of covered front terrace or porch are preferred.

Inasmuch as there is typically only one driveway entrance per house, porte cocheres will only be approved on Lots large enough to permit the required turning movements without encroaching into the side setbacks.

3.10 PORCHES, TERRACES, DECKS

A core element of The Preserve concept is the utilization of the covered front porch or front-facing terrace. Properly designed, this can augment the traditional, more private use of the backyard. The historic front porch or landscape terrace assists this effort in four ways:

1. The focal point of the house becomes the people-oriented entrance, rather than the more typical garage-dominated streetscape.
2. An enhanced sense of entry is achieved without being monumental.
3. There are often excellent views from the front of the house. A space for limited seating, with the benefit of a low wall and an overhanging roof, facilitates being able to take advantage of views.
4. The living area of the house is made to feel larger by opening up to the front yard and street with an indoor/outdoor space.

Although not required, front porches are strongly encouraged.



3.11 AWNINGS AND ROLL DOWN EXTERIOR WINDOW COVERINGS

The use of awnings, canvas or other similar materials, are not allowed. Additionally, roll down exterior window coverings are also not allowed.

3.12 CHIMNEYS AND OUTDOOR FIRES

Well-proportioned chimney masses can be used as sculptural features complimenting the overall qualities of the house. Exposed metal flues will not be approved.

The area (measured in plan view) of any one chimney should be no less than 12 square feet and no more than 48 square feet. Chimneys lend themselves to a variety of angular and rounded forms that can enliven the three-dimensional quality and profile of the overall design.

To preserve the high quality air at The Preserve, all residences are encouraged to utilize natural gas log fireplaces, rather than standard wood burning fireplaces or stoves.

Due to the extreme fire danger usually present in this high desert and mountain region, all chimneys, must be equipped with a U.L. or I.C.B.O. approved spark arrestor. Spark arrestors must be fully concealed by the use of a chimney cap detail.

Outdoor fire pits or fireplaces are prohibited unless they are gas.

The Committee must approve permanently installed barbecues.

3.13 EXTERIOR COLORS

The color of exterior materials must generally be subdued to blend with the natural landscape. Earth tones are recommended, although accent colors that are used judiciously may be permitted.

In no case will colors approaching the primary range (red, blue, white and yellow) be permitted, nor will drastic contrasts in value (light to dark) be allowed. This applies to both paint and stain. White may only be used as an accent or "trim" color; "light-gray" siding stains that approach white or off-white in appearance will not be allowed. Garage and exterior doors are not considered "trim".

Proposed colors must be demonstrated to the Committee in a sample format that adequately depicts the hue, tone and shade of the proposed color in its final application. Sample swatches on the structure itself are preferred; as an alternative, stained or painted sample boards of the actual siding to be used would also be accepted. Small color samples, printed on paper, may not accurately depict how a finished color will appear on an expansive wall of real construction materials and are therefore discouraged. The Committee may require the color selection to be applied to an area of the house prior to approval.

A series of appropriate color palettes have been prepared as a tool helping determine individual color proposals. All colors must be within a Light Reflectance Range (LRV) of 15-35.

It is the intent at The Preserve to preserve the appearance of the natural landscape and preclude the use of colors that would appear out of place and, therefore, offensive to the eye.

3.14 WINDOWS, SKYLIGHTS, DRAPERIES AND SHUTTERS

Windows should not appear as openings cut into the side of a box, but rather as architectural features recessed, projected, or bordered by projections that provide a shadow pattern and reduce reflectivity. While the elevations will differ on various sides of the house, windows on all sides must be treated with the same attention to detail given to the front or street elevation. All facades shall contain some degree of doors, windows, or other openings in the walls. Octagons, circles, hexagons, and triangles insensitively placed, will not be approved. Window heads must be shaped to match rooflines or remain level. No scissor truss windows will be permitted with slopes not matching the roofline.

The glass of windows must not be highly reflective. The window frames must not be white, off-white, or highly reflective.

The dome of skylights must be clear, gray or bronze. No white domes are allowed, nor may their frames consist of reflective material that is left unfinished. This especially applies to aluminum frames that must be anodized or finished with baked enamel. Skylights must be placed on the roof in an organized pattern that compliments the roof design. They must not be placed arbitrarily wherever they are wanted within the house; they must be placed where they become an obvious or dominant roof element. All skylights must be low profile flat type. Bubble type skylights are prohibited. Shutters and drapery linings must be in neutral color ranges when visible from outside the home. White or off-white is not considered a neutral color.

3.15 BUILDING PROJECTIONS

All projections from a residence or other structure including, but not limited to, chimney flues, vents, flashing, louvers, gutters, downspouts, utility boxes, porches, railings and exterior stairways shall match or compliment the surface from which they project, or must be painted or stained an approved color to blend unobtrusively with adjacent materials. All building projections must be contained within the Building Activity Envelope.

3.16 GARAGES AND GARAGE DOORS

Garages for each residence are required, either attached or detached, accommodating at least two automobiles; carports are prohibited unless approved otherwise. Garage doors shall not dominate the residence when viewed from the street, especially in areas visible from rights-of-way, common areas, and adjacent Lots. Design submittals with the garage door(s) as a primary focal point from the street will be rejected.

One of the greatest contributors to negative feelings about residential communities is the often-present row of garage doors aligned along the street with oversized driveways leading to them. Every effort must be made to keep this view from being prevalent at The Preserve. Effective measures that minimize the dominance of garage doors include side entries out of direct view from the street and overhangs or piers that add the softness of shade and shadow by way of recessing the doors. Plans submitted with the garage entrance as the primary focal point from the street, will not be approved.

When planning a house at The Preserve, attempt to minimize the potential view of the garage doors from the street. Place the garage in a separate structure with or without an enclosed connection to the main house or place the entrance to the garage away from the street view. When this is not possible due to topography or other site constraints, the garage doors should be placed further away from the street than the house facade, leaving the house form as the main focal point from the street. Overhangs above the doors and significant architectural detailing can also mitigate the visual impact of the garage entrance.

Garage doors must relate to the remainder of the house's design elements. Garages must not present closed or unarticulated facades. Glazing in garage doors should be provided to reduce the impact of the doors on the rest of the community. Large or unbroken masses above garage doors will not be approved. This is where detailing and a change in the plane of the surface can be beneficial.



The garage doors should be either the same color as the body of the house; or a slightly darker shade of the same color. In either case, they should not be lighter or dark enough to call attention to themselves.

Other design features to be provided, include the use of single-bay doors in lieu of double-width doors. No door should exceed 10 feet in width and in most cases should be 9 feet. The Committee requires single-bay doors, so as to present a smaller-scale appearance relative to the rest of the structure. Some exceptions to the single bay door requirement may be granted when the applicant can demonstrate that it is not physically possible to use a single bay door.

Where three or more garage bays are planned, care must be taken in the design of the garage door plane. More than two doors are not allowed in the same plane. The third (and fourth) door(s) must occur in a secondary building plane, offset by a minimum of 24 inches from the primary front wall of the garage, to avoid a continuous uninterrupted wall of three or more garage doors. All garage doors must be recessed a minimum of 12".

No garage doors over 9 feet in height will be allowed. Single garage doors divided by a substantial pier or column are encouraged over double doors.

The use of fluorescent or other highly visible lighting may be precluded in areas where the expanse of an open garage door might cause excessive glare, particularly when visible from neighboring residences and public rights-of-way or when windows are used in the garage or garage door.

3.17 SOLAR APPLICATIONS AND OTHER STRUCTURES

Passive solar design is encouraged. Active solar applications can result in excessive glare and reflection, and would only be approved by the Committee if the hardware is integrated in the structure or landscaping of a Lot and is not visible from any other Lot or common area. The Committee must approve doghouses, runs, and permanently installed recreational equipment.

3.18 STRUCTURAL WIRING SYSTEM

In order to keep all homes at The Preserve up-to-date with the advances of communication technology, all homes must be wired with what is called "Structural Wiring Systems". This term defines a standard in which communication technology wiring is installed.

4. LANDSCAPE GUIDELINES

As homes are designed and built within The Preserve, care must be taken to preserve the rugged natural beauty intrinsic to the site. The native vegetation and unique site features are the fabric that weaves together a cohesive and distinct character for the community.

Home placement on the site as well as any outdoor needs must be sensitive to the preservation and continuation of the existing natural fabric. Trees, natural vegetation, and all other site features should be incorporated and utilized to enhance the overall appearance of the home. Since the plant species permitted for revegetation is limited, and the growth process long, every method to preserve existing vegetation must be employed. Landscaping desires should be taken into account at the Site Planning Phase. Retrofitting a home with only enhanced landscaping after the design has been established will not likely result in a solution that meets the Committee's requirements.

Each Lot has a Building Activity Envelope, which is indicated on the Lot Features Map available from the Committee. It is designed to protect and preserve the natural landscape features. When thinking about the site plan and Landscape Design three zones have been created for each lot. They are the Natural Area, the Transition Area and the Private Area. The Preserve Review Committee must approve any pond or water feature.

4.1 NATURAL AREA

The Natural Area is that portion of the Lot that lies outside of the Building Activity Envelope and must remain as natural area or revegetated area to the standards outline in this section. On Lots with existing natural vegetation, additional plant material may be added if approved or may be required in the Natural Area or within the Building Activity Envelope by the Committee. If allowed, only plants indigenous to the general area of development may be used in the Natural Area. In addition, the density and mix of any added plant material in the natural area will be required to approximate the density and mix found in the general area. Permanent irrigation of the Natural Area on Lots with existing vegetation is not permitted, since the indigenous vegetation does not require additional water. Permanent irrigation of the Natural Area can lead to disease and death of the native plants, and aid in the spread of undesirable plant species or weeds. Temporary irrigation of all revegetation in the Natural Areas is allowed. Permanent irrigation for newly planted trees is permitted.



4.2 TRANSITIONAL AREA

The transitional area is that portion of a Lot within the Building Activity Envelope, but outside of the residence or site walls, within which an Owner may enhance the landscape. All areas of the Lots which were disturbed by construction activity must be restored and revegetated and must be appropriately tended until the natural vegetation is reestablished.

For Owners wishing to undertake supplementary planting, The Preserve landscaping concept may be envisioned as a series of concentric planting zones around a home. The most formal planting must be situated adjacent to the residence or an accent border within 6 feet of either side of the entry drive or parking apron. Plant materials in the “close in” zone may be selected from the species described in Appendices A, B, and C of the Design Guidelines. As the distance from the residence increases, a transitional planting zone may occur between the more formalized planting around the residence and the established setback lines. Planting in this transitional zone should be selected from Appendices A and B, as the landscape blends back to the natural vegetation outside the Building Activity Envelope. The line of interface between this transitional zone and the natural landscape outside the Building Activity Envelope may occur along a soft edged irregular line which roughly approximates the building location line.

Care must be taken during the siting of the residence on the Lot to allow planting space for perimeter landscaping to occur, if desired, without necessitating encroachment outside the Building Activity Envelope.

The Committee prior to its application or implementation must approve all supplementary landscaping plans.

4.3 PRIVATE AREA

The private area is that part of the Building Activity Envelope which is screened from view from adjacent Lots and the street, by site walls or structure, within which an Owner may create as varied a landscape as desired, provided that only plants on Exhibit A, B, or C are used.

4.4 APPROVED PLANT LIST

The Committee has approved a list of plants and trees deemed to be inherently compatible with the natural The Preserve landscape, including indigenous and non indigenous species.



Such plants are listed in Appendices A, B and C of this Design Guideline, and landscaping of any transitional area is expressly limited to these species. Turf, when used, must not be a dominant component of the landscape.

4.5 FIRE PREVENTION THINNING

The Transitional Area of the Lot is that area where fire prevention thinning may occur. Removal of the native vegetation down to raw earth for the purpose of fire prevention thinning is not allowed. When the native vegetation is removed within the Transitional Area, it must be replaced with landscape material listed in Appendices A, B, and C.

4.6 MINIMUM TREE PLANTING REQUIREMENT

Each lot within The Preserve must develop a quality landscape design that incorporates, at a minimum, seven deciduous trees.

5. CONSTRUCTION REGULATIONS

The preservation of the natural areas of The Preserve is critical to the community. In order to ensure that the natural area of each Lot is preserved to the maximum extent possible and the nuisances inherent to any construction process are kept to a minimum, the following regulations shall be strictly enforced during the construction period of all improvements at The Preserve. The Owner of a Lot shall be responsible for violations of the Design Guidelines, including construction regulations contained therein, by any contractor, subcontractor, agent, or employee performing any activities on behalf of the Owner within The Preserve, whether located on the Lot or elsewhere within The Preserve.

5.1 BUILDING ACTIVITY ENVELOPE AND FENCING REQUIREMENT

The Building Activity Envelope, which is the limit of development on each Lot, is also the area within which all construction activities related to the improvements must be confined. To this end, the approved area of disturbance must be staked and fenced in with a minimum four-foot high construction fence during the full duration of construction. Construction fencing enclosing the Building Activity Envelope must extend for the full street frontage so no contractors or suppliers park in the natural area. Construction fence must be installed prior to any work being done. When a utility trench does not follow the driveway, the trench area must have a construction fence no wider than 8 feet along the route, on each side, and be fully revegetated wherever the natural area is disturbed.

5.2 PROTECTION OF SUBDIVISION IMPROVEMENTS AND RESTORATION OF PROPERTY

Each Owner shall be responsible for the protection of all subdivision improvements, roadways, common areas, or improvements of any other Lot which may be damaged by the activities of such Owner's contractor, subcontractor, agents, or employees.

Upon completion of construction, each Owner and builder shall clean his construction site and repair all property which has been damaged, including but not limited to, restoring grades, planting shrubs and trees as approved or required by the Committee, and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing.

In addition, pursuant to Section 5.3, the Owner and general contractor shall be held financially responsible for site restoration/ revegetation and refuse removal necessitated on any and all adjacent properties as a result of trespass or negligence by their employees on sub-contracted agents.

5.3 PERFORMANCE DEPOSIT

Concurrent with Final Plan Submittal, the Owner shall deposit with the Committee a performance deposit of \$5,000 (five thousand). Furthermore, Owner shall execute and deliver to the Committee, as appropriate, a Deposit Agreement in the form per Appendix F. The performance deposit shall to be held in escrow pending the completion (including clean up) of all improvement(s) described in the final, approved plans and constructed on the Owner's individual Lot(s).

In the event that the Owner, the Contractor or their respective agents, representatives or employees (i) cause any Damage, (ii) fail to construct the improvements in accordance with the approved plans or (iii) fail to comply with the Guidelines, the Declaration or any rules or regulations adopted or promulgated by either the Committee, the Declarant or the Committee may use the performance deposit to, among other things, (a) repair and/or rectify the Damage or (b) enforce the Guidelines, the Declaration and any other rule or regulation thus violated and cure any defect or problem caused by said non-compliance.

Following the Committee's use of all or any portion of the performance deposit, the Owner shall immediately pay to the Declarant or the Association, as the case may be, an amount sufficient to replenish the performance deposit to the sum initially deposited. Failure to replenish the performance deposit within seven (7) days following the Committee's delivery of written demand shall be deemed a material breach of the Guidelines and the Declaration and shall entitle the Committee to (i) deny Contractor's access to the community (including any of Contractor's suppliers, subcontractors, employees and material men) and (ii) lien the Lot in an amount equal to the performance deposit deficiency.



Upon tendering the performance deposit, the Owner shall execute and deliver to the Committee a Notice of Voluntary Lien in a form pursuant to the Design Guidelines' requirements.

Upon completion of the improvements approved by the Committee (including cleanup), the Owner shall certify in a letter to the Committee (the "Certification") that:

- (i) The improvements constructed on the Lot have been built in compliance with (a) the approved plans, (b) the Declaration, (c) the Design Guidelines and all other rules and regulations adopted for The Preserve;
- (ii) All appropriate clean up has been made;
- (iii) All required landscaping improvements have been completed; and
- (iv) the Owner, the Contractor, nor their respective agents, employees or representatives have caused any damage or, in the alternative, that all damage caused by said individuals/entities has been repaired or rectified to the satisfaction of the Declarant or the Committee.

The Certification shall be delivered by certified mail, return receipt requested, to the address so designated by the Committee, which shall have fifteen (15) business days from the receipt hereof to (a) return the performance deposit less any funds expended in enforcement and/or correction or (b) refuse to return such funds or portion thereof and specifically state in writing how such party is not in compliance. In the event that the Committee refuses to return all or a portion of the performance deposit due to the Owner's non-compliance, the Owner shall have the opportunity to resubmit a supplemental Certification upon remedying the issues/problems identified in the Committee's notice of non-compliance.

Contractor and Owner hereby agree to indemnify the Declarant, the Association, and the Committee and to defend and hold those same parties harmless from all claims, costs, fees, expenses, loss, damage and liability of any kind, including, without limitation, mechanics' or material men's liens, which may be asserted against or incurred by the Declarant, the Committee, or the Association as a result of the construction activities by the Owner, Owner's contractors or their respective agents, representatives and employees. This indemnity shall survive the final completion of the construction activities conducted on the Owner's Lot.

See Appendix F for the Performance Deposit form.

5.4 OSHA COMPLIANCE

All applicable Occupational Safety and Health Act (OSHA) regulations and guidelines must be observed at all times.



5.5 CONSTRUCTION SITE PLAN AND CONSTRUCTION TRAILERS

As part of the Final Submission, a construction site plan must be prepared and approved which indicates construction access, parking areas off of the street, sanitary facilities, concrete wash out area, trash drum, material storage, and approved access drives, for construction activities on any Lot.

Upon approval of the Construction Site Plan a construction trailer or portable field office may be located on the building site within the Building Activity Envelope, clear of all setbacks. The type, size and color of any portable office must be approved by a representative of the Committee as part of the construction site plan. The field office may not be placed on-site earlier than two weeks prior to the actual onset of continuous construction activity. At the same time, the provision of temporary power and telephone may be installed. A construction trailer may not remain on site for a period of time exceeding six months without written approval of the Committee.

5.6 CONSTRUCTION TRASH RECEPTACLES AND DEBRIS REMOVAL

Owners and builders shall clean up all trash and debris at the end of each day; an approved trash receptacle must remain on the site at all times for this purpose to contain all lightweight materials or packaging. The receptacle must be positioned on the site alongside the access drive, clear of side and rear setbacks, adjacent road right(s)-of-way and neighboring properties. Trash receptacles must be emptied on a timely basis to avoid overflow of refuse; disposal shall be at a suitable off-site facility. Owners and builders are prohibited from dumping, burying, or burning trash anywhere on the Lot or in The Preserve. Heavy debris, such as broken stone, wood scrap, or the like must be removed from the site immediately upon completion of the work of each trade that has generated the debris.

All concrete washout, from both trucks and mixers, must occur within a contained area of the Building Activity Envelope of the Lot in a location where it will be ultimately concealed by structure or covered by backfill. Concrete washout in road rights-of-way, setbacks or on adjacent properties is strictly prohibited.

During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore or detriment to other Lots or open space. Any clean-up costs incurred by the Committee or the Association in enforcing these requirements shall be payable by the Owner. Dirt, mud, or debris resulting from



activity on each construction site shall be promptly removed from public or private roads, open spaces and driveways or other portions of The Preserve.

5.7 SANITARY FACILITIES

Each Owner or builder shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets must be located within the Building Activity Envelope, clear of all setbacks and in a discreet location approved on site by the Committee.

5.8 CONSTRUCTION ACCESS

The access drive approved by the Committee will be the only construction access to any Lot. All construction access must be via Bitner Ranch Road. Speed limit within The Preserve is 20 m.p.h. for all roads.

5.9 VEHICLES AND PARKING AREAS

Construction crews will not park on, or otherwise use, undeveloped portions of Lots or open space, including road shoulders. All vehicles shall be parked within an agreed upon area by the Committee. During very busy construction periods involving multiple trades such that all construction vehicles cannot be confined to the site proper, the overflow vehicles may be temporarily parked along the roadway in locations and for time periods as approved by the Committee. During these periods the road must allow continual unconstrained access by normal traffic and emergency vehicles, including fire trucks. No overnight parking is allowed, including trailers. Where parking on the shoulder occurs all damage to the shoulder and landscape must be repaired by the contractor continually and not left for the end of construction. Vehicles may not be parked on neighboring Lots, in nearby driveways or on open space. Changing oil or other vehicle maintenance is prohibited. All trailers shall be removed from property after unloading.

5.10 CONSERVATION OF NATIVE LANDSCAPE

Trees and all natural areas that are to be preserved must be marked and protected by flagging, fencing or barriers. The Committee shall have the right to flag major terrain features or plants which are to be fenced for protection. Any trees or branches removed during construction must be promptly cleaned up and removed from the construction site.

Any protected trees or vegetation that are damaged or removed shall be replaced by the Owner at his or her sole expense to the Committee's satisfaction.

5.11 EROSION CONTROL

During construction, measures must be taken to eliminate erosion. All measures utilized must comply with Summit County ordinances, which all contractors should familiarize themselves with.

5.12 EXCAVATION MATERIALS AND BLASTING

If any blasting is to occur, the Committee must be notified two weeks in advance and appropriate approvals must be obtained from Summit County. Blasting may only be done by licensed demolition personnel with all requisite insurance coverages as mandated by county and state statutes specific to their blasting activity at The Preserve. The Committee shall have the authority to require in writing documentation of anticipated seismic effects, with confirmation such effects will not be injurious to other persons or properties, public or private, and that all appropriate protection measures have been utilized. The Committee may require additional insurance to cover potential damages from blasting to subdivision improvements and common areas.

All excess material resulting from blasting, as well as all other excess excavation materials, must be promptly removed from The Preserve.

5.13 DUST AND NOISE CONTROL

The contractor shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud from public or private roads that is the result of construction activity on the site, each day.

The sounds of radios or any other audio equipment used by construction personnel must not be audible beyond the property perimeter of any Lot; repeated violations of this provision will precipitate a total prohibition of any on-site use of radios or audio equipment during construction.

5.14 MATERIAL DELIVERIES

All building materials, equipment and machinery required to construct a residence on any Lot at The Preserve must be delivered to and remain within the Building Activity Envelope



of each Lot, clear of all setbacks. This includes all building materials, earth-moving equipment, trailers, generators, mixers, cranes and any other equipment or machinery that will remain at The Preserve overnight. Material delivery vehicles may not drive across adjacent Lots or common area parcels to access a construction site.

5.15 FIREARMS

The possession or discharge of any type of firearm by construction personnel on any construction site, Lot, common area parcel or right-of-way at The Preserve is prohibited.

5.16 ALCOHOL AND CONTROLLED SUBSTANCES

The consumption of alcohol or use of any controlled substance by construction personnel on any construction site, Lot, common area parcel or right-of-way at The Preserve is prohibited.

5.17 FIRES AND FLAMMABLE MATERIALS

Careless disposition of cigarettes and other flammable materials, as well as the build-up of potentially flammable materials constituting a fire hazard, are prohibited. At least two 20-pound ABC-Rated Dry Chemical Fire Extinguishers shall be present and available in a conspicuous place on the construction site at all times.

No on-site fires are allowed, except for small, confined, attended fires for the purposes of heating masonry water.

5.18 PETS

A member of any construction crew may not bring pets into The Preserve.

5.19 PRESERVATION OF PROPERTY

The use of or transit over any other Lot, common area or amenity is prohibited. Similarly, the use of or transit over the natural area or setbacks outside the Building Activity Envelope of any Lot is prohibited. Construction personnel shall refrain from parking, eating, depositing of rubbish or scrap materials (including concrete washout) on any neighboring Lot, common area parcel, or right-of-way.



5.20 CONSTRUCTION AND REAL ESTATE SIGNAGE

Temporary construction signs shall be limited to one standardized sign per site. A copy of the standardized sign requirements will be given out during the pre-construction conference. This sign is intended for job site identification only; therefore, it must be located within the Building Activity Envelope, facing the street frontage of the Lot. The construction sign may not be erected on a site earlier than two weeks prior to the onset of continuing construction activity and must be removed within two weeks of the issuance of a certificate of occupancy by the County, or immediately upon the passage of 30 calendar days without significant construction activity.

Real Estate “for sale” signs, are prohibited. Individual signs, or construction sign attachments, identifying individual sub-contractors, tradesmen, or suppliers are prohibited; identification of licensed tradesmen, when required by state or county statutes, shall be confined to the posting location of the building permit. Attachment of signs or similar material to trees is strictly prohibited.

5.21 DAILY OPERATION

Daily working hours for each construction site shall be from 30 minutes before sunrise to 30 minutes after sunset. Construction activity which generates noise audible from the boundaries of any Lot, such as hammering, sawing, excavation work, concrete delivery, etc., must be confined to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, and 8:00 a.m. to 7:00 p.m. on Saturday. Noisy activity is prohibited on Sunday of each week, particularly during the summer period of high Owner/visitor occupancy.

5.22 SITE VISITATIONS

Due to the inherent danger associated with an active construction site, visitors to any site should be limited to those persons with official business relating to the construction activity, such as construction workers and tradesmen, building officials, security staff, Committee observers, sales personnel, and the Owner. Construction personnel should not invite or bring family members or friends, especially children, to the job site.

5.23 CONSTRUCTION INSURANCE REQUIREMENTS

All contractors and sub-contractors must post evidence of insurance with their Lot Owner, prior to entering the construction premises. Confirmation shall be evidenced in the form of



a valid Certificate of Insurance naming both the Lot Owner and The Preserve Community Association, Inc. The required insurance must provide coverage not less than the applicable limits of coverage relating to comprehensive general liability, automobile liability and workmen's compensation. The minimum limits of liability shall not be less than \$500,000 each for general liability and automobile liability. General liability coverage shall contain provisions for contractual liability and broad form property damage. The certificate shall provide for 30-day notice to the certificate holders in the event of cancellation or material change in the limits of coverage.

5.24 VEHICULAR ACCESS

Prior to the start of construction activity at The Preserve, each general contractor shall meet with security staff and prepare a "contractors vehicle pass list" and the supporting information relating to the description and identification of construction/employee vehicles. No person or vehicle will be allowed past the guardhouse until the requisite documents are on file and the appropriate passes have been issued. The Committee or the security staff may require proof of acceptable insurance as a condition of entry. All entry must be via Bitner Ranch Road. The speed limit is 20 mph.

6. DESIGN REVIEW PROCEDURES

Site sensitive, site-specific design shall be fundamental at The Preserve. Design drawings should evolve from the careful and thorough analysis of a site's specific setting and features. Therefore, Owners and/or their designers should refrain from approaching a site with a predetermined design expecting to "make it fit", with little regard to natural constraints. The Preserve has established this review procedure to assist the applicant through the design process in its appropriate sequence.

Plans and specifications shall be submitted to the Committee in accordance with the following conference and submittal requirements and review procedures.

6.1 PRE-DESIGN CONFERENCE

Prior to preparing preliminary plans for any proposed improvement, it is mandatory that the Owner and the Architect meet with a representative of the Committee to discuss proposed plans and to resolve any questions regarding building requirements at The Preserve. This informal review is to offer guidance prior to initiating preliminary design, and should occur on site. In some cases this may occur by conference call at the discretion of the Committee.



The parameters and directives identified at each Pre-Design Conference remain valid for one year only. If the submittal of a preliminary design does not occur within twelve months of a Pre-Design Conference, a supplementary Pre-Design Conference is in order to review any changes in site conditions or revisions to the Design Guidelines which may have transpired.

6.2 PRELIMINARY DESIGN SUBMITTAL

A Preliminary Design Submittal must follow within twelve months of the fulfillment of the requisite Pre-Design Conference. When the Preliminary Design is complete, its submittal for consideration must include all of the following exhibits. Review by the Committee will not commence until the submittal is complete.

- A. Site plan (scale at 1" = 10'-0" or 1/8" = 1'-0"), showing the entire property, location of the proposed Building Activity Envelope, the residence and all buildings, driveway, parking area, existing and proposed topography, proposed finished floor elevations, all trees, all clusters of native shrubs, and special terrain features to be preserved.
- B. Survey (scale at 1" = 10'-0" or 1/8" = 1'-0"), by a registered land surveyor or licensed civil engineer showing Lot boundaries and dimensions, topography (2 feet contours or less), major terrain features, all trees, edge of pavement or curb, and utility locations.
- C. Floor plans (scale 1/4" or 1/8" = 1'-0") showing proposed finished floor elevations.
- D. All exterior elevations (scale 1/4" or 1/8" = 1'-0") showing both existing and proposed grade lines, plate heights, ridge heights, roof pitch and a preliminary indication of all exterior materials and colors.
- E. A 1/8-inch scale model that shows topography (minimum 2 foot contours) of the entire Lot is required at this time. Models at other scales cannot be accepted, as the models are often viewed and compared with other models of nearby Lots. Items such as roof overhangs, windows, mullions, doors, balconies, posts, and exposed beams must be modeled three-dimensionally, rather than being simply drawn onto the model base. Landscaping must be shown to illustrate how it relates to the design. 3D Electronic models may be submitted in lieu provided that it provides the Committee the information in a usable manner. If the electronic version does not provide the information as needed, a conventional model must be submitted.



- F. Submittal Application completed (Appendix E)
- G. Any other drawings, materials or samples requested by the Committee.

The submittal shall consist of one set of prints, which shall be retained by the Committee.

6.3 PRELIMINARY DESIGN REVIEW

The Committee will review the plans and respond in writing no later than 30 days after a submittal is complete.

Members of the Committee will not discuss results of reviews over the telephone with an owner or his Architect or Builder.

Any response an Owner may wish to make regarding the results of an architectural review must be addressed to the Committee in writing.

The Committee's approval of a preliminary design is valid for twelve months.

6.4 FINAL DESIGN SUBMITTAL

A Final Design Submittal must follow within twelve months of the Committee's granting of approval for a preliminary design. When the final design is complete, its submittal for consideration must include the following exhibits. Review by the Committee will not commence until the submittal is complete.

- A. Site plan (scale at 1" = 10'-0" or 1/8" = 1'-0"), showing the entire property, location of the Building Activity Envelope, the residence and all buildings, driveway, culverts, drainage channels, parking area, existing and proposed topography, finished floor elevations, all protected plants or special terrain features to be preserved, trees to be removed, all utility sources and connections, and site walls.
- B. Floor plans (scale 1/4" = 1'-0") showing finished floor elevations.
- C. Roof plan (scale 1/4" = 1'-0") showing all roof pitches.
- D. Building section (scale 1/4" = 1'-0" or larger), indicating existing and proposed grade lines.



- E. All exterior elevations (scale 1/4" = 1'-0") showing both existing and proposed grade lines, plat heights, roof pitch and an indication of exterior materials and colors.
- F. Paint chips and literature as requested by the Committee depicting and describing all exterior materials.
- G. Complete landscape plan (scale 1" = 10'-0" or 1/8" = 1'-0"), showing size and type of all proposed plants, irrigation system, all decorative materials or borders, and all retained plants.
- H. On-site staking of all building corner and other improvements, if requested by the Committee.
- I. Construction site plan as described in paragraph 5.3.

The submittal shall consist of three sets of prints, which shall be retained by the Committee.

A Final Design Submittal must be received at the designated address of the Committee (see Section 7.2 of these Standards) by noon of the Friday preceding a scheduled meeting of the Committee, in order to be included on the agenda for consideration.

6.5 DEFERRAL OF MATERIAL OR COLOR SELECTION

An applicant may wish to delay the confirmation of landscaping intentions (if any) and final color or stonework selections until some point in time after the start of construction, in order to better visualize landscape considerations, or to test an assortment of potential colors with actual material intended for use. The Committee will cooperate with the applicant in this regard, provided that no landscape work may be started, nor color or material applied, until such time as the Committee has had the opportunity to review and consent to the final selections. Further, the provision stated here shall be a condition of Final Design Approval; therefore application of any material, coating or finish without the requisite resubmittal to the Committee shall have the effect of voiding the approval in its entirety.



6.6 SITE INSPECTION

As soon as the submission of final plans is complete, a representative of the Committee will inspect the Lot to determine that the conditions as depicted in the final submittal are accurate and complete.

6.7 FINAL DESIGN REVIEW

The Committee will review the plans and respond in writing no later than 30 days after a submittal is complete.

Members of the Committee will not discuss results of reviews over the telephone with an Owner or his Architect or Builder, and no Owner, Architect or Builder shall have the right to attend any meeting of the Committee unless specifically requested by the Committee.

Any response an Owner may wish to make regarding the results of a Architectural Review must be addressed to the Committee in writing. The Committee's approval of the final design is valid for twelve months.

6.8 RESUBMITTAL OF PLANS

In the event of any disapproval by the Committee of either a Preliminary or Final Submittal, a resubmission of plans should follow the same procedure as an original submittal. An additional Architectural Review fee shall accompany each such submittal as required by the Committee.

Design approvals for each review step remain valid for one year only. Therefore, if an application lags the fulfillment of a preceding review phase by more than twelve months, that prerequisite step must be repeated, unless waived by the Committee.

6.9 PRE-CONSTRUCTION CONFERENCE

Prior to commencing construction, the builder must meet with a representative of the Committee to review construction procedures and coordinate his activities in The Preserve.

6.10 COMMENCEMENT OF CONSTRUCTION

Upon receipt of final approval from the Committee, and having satisfied all Summit County review processes, the Owner shall satisfy all conditions and commence the



construction or any work pursuant to the approved plans within one year from the date of such approval.

If the Owner fails to begin construction within this time period, any approval given shall be deemed revoked.

The Owner shall, in any event, complete the construction of any improvement on his Lot within one year after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in greater hardship to the Owner due to labor strikes, fires, national emergencies or natural calamities.

If the Owner fails to comply with this schedule, the Committee shall have the right to either have the exterior of the improvement completed in accordance with approved plans or remove the improvement, with all expenses incurred, to be reimbursed to the Committee by the Owner.

6.11 INSPECTIONS OF WORK IN PROGRESS

The Committee may inspect all work in progress and give notice of noncompliance. Absence of such inspection or notification during the construction period does not constitute an approval by the Committee of work in progress or compliance with this Design Guidelines.

6.12 SUBSEQUENT CHANGES

Additional construction or other improvements to a residence or Lot, changes during construction or after completion of an approved structure, including landscaping and color modification, must be submitted to the Committee for approval prior to making such changes or additions.

6.13 FINAL RELEASE

Upon completion of any residence or other improvement, the Owner shall give written notice of completion to the Committee. Within 10 (ten) days of such notification, a representative of the Committee shall inspect the residence or other improvement for compliance. If all improvements comply with the Design Guidelines, the Committee shall, in recordable form, issue a written approval to the Owner, constituting a final release of the improvements by the Committee, said release to be issued within 30 days of the Final Inspection. If it is found that the work was not done in strict compliance with approved



plans or any portion of the Design Guidelines, the Committee may issue a written notice of noncompliance to the Owner, specifying the particulars of noncompliance, said notice to be issued within 30 days of the Final Inspection.

The Owner shall have 30 days from the date of notice of noncompliance within which to remedy the noncompliance portions of his improvement. If, by the end of this time period the Owner has failed to remedy the noncompliance, the Committee may take action to remove the noncompliance improvements as provided for in the Design Guidelines, including, without limitation, injunctive relief or the imposition of a fine.

6.14 NON-WAIVER

The approval by the Committee of any plans, drawings or specifications for any work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing or specification subsequently or additionally submitted for approval. Failure to enforce any of the Design Guidelines shall not constitute a waiver of same.

6.15 RIGHT OF WAIVER

The Committee reserves the right to waive or vary any of the procedures set forth herein at its discretion, for good cause shown.

6.16 EXEMPTIONS

Utility and maintenance buildings, structures, and cabinets located on non-residential tracts are exempted from the Design Guidelines. However, the Committee will endeavor to attain as high a level of conformance with these standards as is practical for these types of facilities.

6.17 DESIGN REVIEW FEE

An Architectural Review fee will be charged. The Committee reserves the right to increase the fees as deemed necessary. Additional Architectural Review fees may be charged due to resubmittals, remodels, or other special circumstances. The full Architectural Review fee will be paid at the time of the Preliminary Submittal.

Up to 4,500 square feet	\$2,500
4,501 – 7,000 square feet	\$3,000



7,001 – 10,000 square feet	\$4,500
10,000 – 15,000 square feet	\$6,000

7. COMMITTEE ORGANIZATION

7.1 MEMBERS

The Committee shall consist of three (3) to five (5) members, appointed by Declarant (The Preserve at Park City, LLC so long as the Declarant owns any lots in The Preserve and thereafter by the Board of Directors of The Preserve Home Owners Association, Inc.). Each member shall hold his office until such time as he has resigned, been removed, or his successor has been appointed.

7.2 ADDRESS OF ARCHITECTURAL REVIEW COMMITTEE

The address of the Committee shall be the address established for giving notice to the Association, unless otherwise specified by the Committee. Such address shall be the place for the submittal of plans and specifications, and the place where the current Design Guidelines shall be kept.

The present address for the Committee:

The Preserve Design Review Committee
2200 Park Avenue Building B
Park City, Utah
84098

7.3 RESIGNATION OF MEMBERS

Any member of the Committee may, at any time, resign from the Committee upon written notice delivered to the Board.

7.4 DUTIES

It shall be the duty of the Committee to consider and act upon such proposals or plans related to the development of The Preserve that are submitted pursuant to the Design Guidelines to enforce the Design Guidelines, and to amend this Design Guidelines when, and in a manner deemed appropriate by, the Committee.



7.5 MEETINGS

The Committee shall meet from time to time as necessary to properly perform its duties. The vote of a majority of the members shall constitute an act by the Committee.

The Committee shall keep on file all submittals and copies of all written responses to Owners to serve as record of all actions taken.

7.6 COMPENSATION

Unless authorized by the Association, the members of the Committee shall not receive any compensation for services rendered.

All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of their duties. Professional consultants and representatives of the Committee retained for assistance in the review process shall be paid such compensation as the Committee determines.

7.7 AMENDMENT OF DESIGN GUIDELINES

The Committee may, from time to time and at its sole discretion, amend or revise any portion of the Design Guidelines. All such amendments or revisions shall be appended to and made a part of the Design Guidelines. Administrative changes may be made in like manner by the Committee; the Committee for consideration by the Board of Directors of the Homeowner's Association may recommend changes of a substantial nature.

7.8 NON-LIABILITY

Neither the Committee, any member thereof, nor the developer, shall be liable to the Association or to any Owner or other person for any loss or damage claimed on account of any of the following:

1. The approval or disapproval of any plans, drawing and specifications, whether or not defective.
2. The construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications regardless of any inspections by the Committee during the course of construction.

3. The development, or manner of development of any property within The Preserve.

Every Owner or other person, by submission of plans and specifications to the Committee for approval, agrees that he will not bring any action or suit against the Committee, any of its members, nor the developer, regarding any action taken by the Committee.

Approval by the Committee of any improvement at The Preserve only refers to The Preserve Design Guidelines and in no way implies conformance with local government regulations. It shall be the sole responsibility of the Owner to comply with all applicable government ordinances or regulations, including but not limited to zoning ordinances and local building codes.

7.9 ENFORCEMENT

The Committee may, at any time, inspect a Lot or improvement and, upon discovering a violation of the Design Guidelines, provide a written notice of non-compliance to the Owner, including a reasonable time limit within which to correct the violation. The Committee may also record a notice of violation after the expirations of the time limit. If an Owner fails to comply within this time period, the Committee or its authorized agents may enter the Lot and correct the violation at the expense of the Owner of such Lot; said expense to be secured by a lien upon such Lot enforceable in accordance with the Declaration.

In the event of any violation of the Design Guidelines, the Committee may, at its sole discretion and in addition to restoration expenses, impose without limitation a punitive fine, commensurate with the severity of the violation. In the event the Committee deems it necessary to retain legal counsel in connection with the enforcement of the Design Guidelines, the Owner against whom such enforcement is sought shall be liable for all legal fees and other out-of-pocket expenses incurred by the Committee or The Preserve Home Owners Association, Inc. in enforcing the Design Guidelines.

7.10 SEVERABILITY

If any provision of the Design Guidelines, or any section, clause, sentence, phrase or word, or the application thereof in any circumstance, is held invalid, or unenforceable, the validity of the remainder of the Design Guidelines, and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances, shall not be affected



thereby, and the remainder of the Design Guidelines shall be construed as if such invalid or unenforceable part were never included therein.

7.11 DELEGATION OF AUTHORITY

The Committee may delegate any or all of its Architectural Review responsibilities to one or more of its members, acting as a subcommittee of the Committee, and/or a professional design consultant(s) retained by the Committee on behalf of the Association. Upon such delegation, the actions of such members or consultant(s) shall be equivalent to action by the Committee as a whole.

7.12 DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

The Design Guidelines is promulgated pursuant to the terms and conditions of the Declaration of Covenants, Conditions, and Restrictions for The Preserve. However, in the event of any inconsistency between the provisions of the Design Guidelines and the provisions of such Declaration, the provisions of the Design Guidelines shall apply.



APPENDIX A - INDIGENOUS PLANT LIST

No Permanent Irrigation

Natural Area

Botanic Name	Common Name
TREES	
Acer Glabrum	Rocky Mountain Maple
Picea Pungens	Colorado Spruce
Populus Tremuloides	Quaking Aspen
Prunus Virginiana	Chokecherry
Quercus Gambellii	Gambel Oak
SHRUBS	
Amelanchier Alnifolia	Saskatoon Serviceberry
Artemisia Tridentata	Big Sage
Gutierrezia Sarothrae	Snakeweed
Purshia Tridentata	Antelope Bitterbrush
Rosa Woodsii	Wood's Rose
Symphoricarpos Occidentalis	Western Snowberry
PERENNIAL FLOWERS	
Achillea Milefolium	Western Yarrow
Balsamorhiza Sagittata	Arrowleaf Balsamroot
Helianthus	Sunflower
Wyethia Amplexicaulis	Mule's Ear
Allium Acuminatum	Wild Onion
Castilleja Chromosa	Indian Paintbrush
Lupinus spp	Lupine
Geranium spp	Geranium
Penstemon spp	Penstemmon
Erigeron spp	Fleabane
Eriogonum Umbellatum	Umbrella Buckwheat
Vicia Americana	American Vetch
Oenothera spp	Evening Primrose
Calachortus Nuttallii	Sego Lilly
Aster spp	Aster
Sphaeralcea spp	Globemallow
GRASSES	
Agropyron Smithii	Western Wheatgrass
Agropyron Spicatum	Bluebunch Wheatgrass
Bromus Marginatus	Mountain Brome
Carex spp	Carex
Elymus Cinerus	Great Basin Wildrye
Festuca Ovina	Sheep Fescue
Koeleria Cristata	Prairie Junegrass
Oryzopsis Hymenoides	Indian Ricegrass
Poa Pratensis	Kentucky Bluegrass
Poa Bulbosa	Bulbous Bluegrass
Sitanion Hystrix	Bottlebrush Squireltail
Stipa spp	Needle Grass



APPENDIX B - APPROVED NATIVE AND COMPATIBLE PLANTS

*Supplemental irrigation recommended
Transition Area*

Botanic Name

Common Name

TREES

Acer Ginnalla
Acer Glabrum
Alnus Incana
Betula Occidentalis
Craetaegus Douglasii
Eleagnus Angustifolia
Picea Pungens
Picea Omorika
Pinus Aristata
Pinus Nigra
Populus Acuminata
Populus Tremuloides
Populus Tremula 'Erecta'
Prunus Virginiana
Quercus Gambellii

Amur Maple
Rocky Mountain Maple
Alder
Western Water Birch
Black Hawthorne
Russian Olive
Colorado Spruce
Serbian Spruce
Bristlecone Pine
Austrian Pine
Cottonwood
Quaking Aspen
Swedish Aspen
Chokecherry

Gambel Oak

SHRUBS

Amelanchier Alnifolia
Artemisia Tridentata
Cercocarpus Ledifolius
Cornus Stolonifera
Chrysothamnus Nauseosis
Juniperous Scopulorum
Pachystima Myrsinites
Physocarpus Malvaceus
Potentilla Fruiticosa
Purshia Tridentata
Ribes Alpinum
Rhus Glabra
Rosa Woodsii
Salix Exigua
Symphoricarpos Occidentalis

Saskatoon Serviceberry
Big Sage
Curleaf Mountain Mahogany
Red Osier Dogwood
Rubber Rabbitbrush
Juniper
Mountain Lover
Ninebark
Potentilla
Antelope Bitterbrush
Alpine Currant
Smooth Sumac
Wood's Rose
Coyote Willow

Western Snowberry

PERENNIAL FLOWERS

Achillea Milefolium
Aconitum Columbianum
Allium Acuminatum
Aquilegia Caerulea
Arctostaphylos Uva-Ursi
Aster Alpinus
Balsamorhiza Sagittata
Campanula Carpartica
Fragaria
Geranium spp
Gaillardia Aristata
Helianthus

Western Yarrow
Monkshood
Wild Onion
Columbine
Kinnickinnick
Alpine Aster
Arrowleaf Balsamroot
Bellflower
Strawberry
Geranium
Gaillardia
Sunflower



Lupinus spp

Lupine

Botanic Name

Common Name

PERENNIAL FLOWERS - continued

Penstemon spp
Oenothera spp
Sedum Acre
Sphaeralcea spp
Viguiera Multiflora
Wyethia Amplexicaulis

Penstemmon
Evening Primrose
Utah Sedum
Globemallow
Showy Goldeneye
Mule's Ear

GRASSES

Agropyron Smithii
Agropyron Spicatum
Bromus Marginatus
Carex spp
Elymus Cinerus
Festuca Ovina
Koeleria Cristata
Oryzopsis Hymenoides
Poa Pratensis
Poa Bulbosa
Sitanion Hystrix
Stipa spp

Western Wheatgrass
Bluebunch Wheatgrass
Mountain Brome
Carex
Great Basin Wildrye
Sheep Fescue
Prairie Junegrass
Indian Ricegrass
Kentucky Bluegrass
Bulbous Bluegrass
Bottlebrush Squirreltail
Needle Grass



APPENDIX C - APPROVED PLANT LIST

Supplemental irrigation recommended

Transitions area "Close In" zone

Additional names to be added

Botanic Name	Common Name
TREES	
Acer Ginnalla	Amur Maple
Acer Glabrum	Rocky Mountain Maple
Alnus Incana	Alder
Betula Occidentalis	Western Water Birch
Craetaegus Douglasii	Black Hawthorne
Eleagnus Angustifolia	Russian Olive
Malus spp	Crabapple
Picea Pungens	Colorado Spruce
Picea Omorika	Serbian Spruce
Pinus Aristata	Bristlecone Pine
Pinus Nigra	Austrian Pine
Populus Acuminata	Cottonwood
Populus Tremuloides	Quaking Aspen
Populus Tremula 'Erecta'	Swedish Aspen
Prunus Padus	Mayday Tree
Prunus Virginiana	Chokecherry
Quercus Gambellii	Gambel Oak
Salix spp	Willow
SHRUBS	
Amelanchier Alnifolia	Saskatoon Serviceberry
Artemisia Tridentata	Big Sage
Caragana Arborescens	Siberian Pea Shrub
Cercocarpus Ledifolius	Curleaf Mountain Mahogany
Chrysothamnus Nauseosis	Rubber Rabbitbrush
Cornus Stolonifera	Red Osier Dogwood
Cotoneaster Acutifolia	Peking Cotoneaster
Euonymus Alatus	Burning Bush
Juniperous Scopulorum	Juniper
Lonicera Tatarica	Tatarian Honeysuckle
Pachystima Myrsinites	Mountain Lover
Physocarpus Malvaceus	Ninebark
Pinus Mugo	Mugo Pine
Potentilla Fruiticosa	Potentilla
Purshia Tridentata	Antelope Bitterbrush
Ribes Alpinum	Alpine Currant
Rhus Glabra	Smooth Sumac
Rosa Woodsii	Wood's Rose
Salix spp	Coyote Willow
Salix Purpurea	Blue Arctic Willow
Symphoricarpos Alba	Snowberry
Syringa Vulgaris	Lilac
PERENNIAL FLOWERS	
Achillea Milefolium	Western Yarrow
Aconitum Columbianum	Monkshood
Alcea Rosea	Hollyhock



Botanic Name**PERENNIAL FLOWERS - continued**

Allium Acuminatum
 Aquilegia Caerulea
 Armeria Caerulea
 Artemisia Schmidiana
 Aster Alpinus
 Balsamorhiza Sagittata
 Campanula Carpatia
 Cerastium Tomentosa
 Coreopsis
 Delphinium
 Dianthus
 Dicentra Spectabilis
 Geranium spp
 Gaillardia Aristata
 Helianthus
 Hemerocallis
 Heuchera
 Iris Missouriensis
 Iris Siberica
 Linum Lewisii
 Lupinus spp
 Monarda Didyma
 Nepeta Mussini
 Penstemon spp
 Papaver Oriental
 Oenothera spp
 Rudbeckia Hirta
 Sphaeralcea spp
 Viguiera Multiflora
 Wyethia Amplexicaulis

Common Name

Wild Onion
 Columbine
 Sea Pinks
 Silvermound
 Alpine Aster
 Arrowleaf Balsamroot
 Bellflower
 Snow In Summer
 Coreopsis
 Larkspur
 Dianthus
 Bleeding Heart
 Geranium
 Gaillardia
 Sunflower
 Daylilly
 Coral Bells
 Western Sweet Flag
 Siberian Iris
 Blue Flax
 Lupine
 Bee Balm
 Nepeta
 Penstemmon
 Poppy
 Evening Primrose
 Daisies
 Globemallow
 Showy Goldeneye
 Mule's Ear

GRASSES

Agropyron Smithii
 Agropyron Spicatum
 Aristida Purpurea
 Bouteloua Curtipendula
 Bromus Marginatus
 Carex spp
 Elymus Cinerus
 Festuca Arundinacea
 Festuca Ovina
 Festuca Ovina 'glauca'
 Festuca Rubra
 Koeleria Cristata
 Miscanthus
 Oryzopsis Hymenoides
 Phalaris Arundinacea
 Poa Alpina
 Poa Bulbosa
 Poa Secunda

Western Wheatgrass
 Bluebunch Wheatgrass
 Purple Threeawn
 Side Oats Grama
 Mountain Brome
 Carex
 Great Basin Wildrye
 Tall Fescue
 Sheep Fescue
 Blue Fescue
 Red Fescue
 Prairie Junegrass
 Maidengrass
 Indian Ricegrass
 Reed Canarygrass
 Alpine Bluegrass
 Bulbous Bluegrass
 Sandberg Bluegrass



Botanic Name**GRASSES - continued**

Sitanion Hystrix

Stipa spp

GROUNDCOVERS

Aegopodium

Arctostaphylos Uva-Ursi

Gallium Odorata

Fragaria

Lysimanchia Numularia

Mahonia Repens

Phlox Subulata

Sedum Acre

Thymus Serpyllum

Thymus

Vinca Minor

VINES

Lonicera

Parthenocissus Quinquefolia

Common Name

Bottlebrush Squirreltail

Needle Grass

Snow On The Mountain

Kinnickinnick

Sweet Woodruff

Strawberry

Creeping Jenny

Creeping Oregon Grape

Phlox

Utah Sedum

Mother of Thyme

Woolly Thyme

Vinca

Dropmore Scarlet Honeysuckle

Virginia Creeper

APPENDIX D - DESIGN REVIEW SUBMITTAL CHECKLIST

STEP 1 PRE-DESIGN CONFERENCE (Before any design begins)

- Review Guidelines.
- Discuss Driveway Configuration.
- Answer all questions related to process.

STEP 2 PRELIMINARY DESIGN SUBMITTAL

- Site Plan Survey with Topography
- Floor Plans
- All Exterior Buildings Elevations
- Model
- Supplemental Drawings Requested in Pre-Design
- Architectural Review Fee Check & Application
- Preliminary Approval from Committee

STEP 3 FINAL DESIGN SUBMITTAL

- Complete Construction Documents
- Time Schedule for Construction
- Sample of all Exterior Materials, Colors, and Glass Specifications
- Landscaping Plan
- Exterior Lighting Plan and Lighting Cuts
- Final Approval by Committee
- Proof of Bond

STEP 4 COUNTY BUILDING PERMIT

STEP 5 PRE-CONSTRUCTION CONFERENCE

- Builder Must Meet with a Representative of the Committee Prior to Commencement of Construction.
- Approval From the Committee Must Be Obtained Prior to Bringing in Any Construction Trailer, Field Office, Etc.
- Agreed Upon Area Must Be Fenced with Chain Link Fencing
- Final Inspection by Committee

CERTIFICATE OF FINAL CONSTRUCTION APPROVAL

- Issued by the Committee upon Completion of Construction and all Required Inspections.



APPENDIX E - SUBMITTAL APPLICATION

Applicant to Complete the Information Below

Project Location

LOT # _____

STREET ADDRESS _____

Owner

NAME _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____

FAX _____ E-MAIL _____

Architect

FIRM / ARCHITECT _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____

FAX _____ E-MAIL _____

Contractor/Builder

FIRM _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____

FAX _____ E-MAIL _____

House Information

Enclosed Livable: _____ Sq. ft.

Enclosed Total: _____ Sq. ft.

Covered/ Under Roof Total: _____ Sq. ft.

Building Color: _____
NAME NUMBER

Description of Submittal

Attach all necessary drawings and information

MFGLVR _____

Applicant

As Applicant, either as Owner or Owner's Agent, I have read and understand the Design Guidelines and the CC&R's concerning design and construction in The Preserve. I also acknowledge that the Design Review Fee is non-refundable.

APPLICANT'S SIGNATURE _____

PRINT NAME _____

DATE _____

For Committee Use Only

RESERVED BY: _____

DATE: _____

SCHEDULED MEETING DATE: _____

PRE-DESIGN MEETING DATE: _____

PRELIMINARY APPROVAL DATE: _____

FINAL APPROVAL DATE: _____

- Preliminary Approved
- Final Approved w/ Stips



APPENDIX F - PERFORMANCE DEPOSIT FORM

In compliance with the rules adopted by the Declarant, The Preserve Site and Design Review Committee (the "Committee") and the Association, _____ (the Owner), does hereby deposit with the Declarant / Committee/Association (circle one) for the benefit of The Preserve the sum of \$5,000.00 (hereinafter referred to as the "Deposit") and agrees to the following terms and conditions:

1. The Deposit shall be held as security against any Damage caused by the acts and/or omissions of Owner, his general contractor and/or their respective employees, agents or subcontractors in connection with the construction on the Owner's lot.
2. Upon the occurrence of any such Damage, the Declarant or the Association from time to time, and without prejudice to any other remedy, may use the Deposit to, among other things, (a) repair and/or rectify the damage or (b) enforce the Guidelines, the Declaration and any other rule or regulation thus violated and cure any defect or problem caused by said non-compliance. It is expressly understood that the use of any or all of the Deposit shall not be considered a measure of the Damage nor release the owner from paying additional amounts if the total Damage exceeds \$5,000.00.
3. Following the Declarant/Association/Committee's use of all or any portion of the Deposit, the Owner shall immediately pay the amount sufficient to replenish the Deposit to the sum initially deposited. Failure to replenish the Performance Deposit within seven (7) days following the delivery of the written demand shall be deemed a material breach of the Guidelines and the Declaration and shall entitle the Declarant/Association/Committee to (i) deny Contractor's access to the community (including any Contractor's suppliers, subcontractors, employees and material men) and (ii) lien the lot in an amount equal to the Performance Deposit deficiency.
4. Concurrent with the delivery of the Performance Deposit, the Owner shall execute and deliver to the Committee a Notice of Voluntary Lien in the form attached hereto.
5. Neither the Declarant/Association/Committee's nor any member thereof shall be liable to the Owner or any other person for any loss, damage or injury arising out of payment or non-payment of the Deposit funds unless such loss, damage or injury is due to willful misconduct or bad faith of the Declarant/Association/Committee or the respective members thereof, as the case may be.
6. Upon completion of the construction of Owner's Lot as per the approved plans and specifications, delivery of the Certification to the Committee, and a final inspection by the Committee satisfactorily indicating that no Damages as set forth in paragraph 1 remains undermined and that all construction has been completed pursuant to the approved plans and specifications, including landscaping plans, the Deposit or any balance thereof shall be returned to the Owner.
7. No interest shall be payable on the Deposit.
8. By signature below, the Declarant / Committee/Association (circle one) acknowledges receipt of \$5,000.00 in the form of _____.

Executed on this _____ day of _____ 200__.

OWNER

ADDRESS



NOTICE OF VOLUNTARY LIEN

On _____, 200__, the undersigned as Owner of homesite _____ of The Preserve (see legal description attached hereto as Exhibit "A"), entered into that certain Deposit Agreement with the Association, a Utah not-for-profit corporation, which provides, among other things, that in the event of the failure of the undersigned to timely replenish \$5,000.00 Performance Deposit mandated in the Deposit Agreement, there shall be recorded this "Notice of Voluntary Lien" in respect of the real property more particularly described on Exhibit "A" (the "Benefited Property").

The amount due and owing from the undersigned, as of the date of recordation hereof, is _____ (the "Unpaid Deposit"). The undersigned hereby consent and agree that with Association shall have a voluntary, consensual lien upon the Benefited Property in the amount of the Unpaid Deposit, said lien to continue until such time with Association receives full payment of the Unpaid Deposit.

Properly interested parties may inspect as copy of the Deposit Agreement by contacting the Association at _____, Attention, _____.

The undersigned herewith represents and warrants that, as of the date of execution hereof, the undersigned own(s) fee simple title to the Benefited Property. This Notice of Voluntary Lien constitutes a continuing lien upon the Benefited Property and shall continue in full force and effect until released by a property recorded instrument executed by with The Preserve.

DATED this _____ day of _____ 200__.

"OWNER(S)"

STATE OF UTAH)

County of _____) ss

