

**COVENANTS, CONDITIONS AND RESTRICTIONS OF
GRANITE HOLLOW PUD**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this 20 day of February 2011, by Granite Hollow PUD, ("Declarant").

RECITALS

- A. Declarant is the owner of certain real property in Salt Lake County, Utah, more particularly described on Exhibit "A" attached hereto (the "Property"). Declarant desires to develop the Property as a Planned Unit Development ("PUD").
- B. Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration and improvement of the Property.
- C. In addition to this Declaration, the Project is subject to and governed by the Articles of Incorporation of Granite Hollow Home Owners Association, Inc., and its Bylaws.

NOW THEREFORE, it is hereby declared that the Property and all Units therein shall be held, sold, conveyed, leased, occupied, rented, encumbered and used subject to the following Declaration as to easements, rights, covenants, servitudes, restrictions, limitations, conditions and uses to which the Property and each individual Unit may be put.

1. **MUTUAL AND RECIPROCAL BENEFITS/PERSONS BOUND.**

All of the restrictions, conditions, covenants and agreements shall be made for the direct and mutual benefit of each and every Unit created on the Property and shall be intended to create mutual equitable servitudes on each Unit in favor of every other Unit, to create reciprocal rights and obligations between the Owners, and to create privity of contract and privity of estate between the Owners and their heirs, successors and assigns.

This Declaration shall be binding on and for the benefit of Declarant, its successors, assigns, and all subsequent Owners of all or part of the Property or all or part of any Unit, together with their grantees, successors, heirs, executors, administrators, devisees and assigns. The restrictions, conditions, covenants and agreements contained herein shall run with the land, and all Owners, purchasers and occupants of Units shall, by acceptance of contracts, deeds or possession, be conclusively deemed to have consented to, conform to, and observe all such restrictions, conditions, covenants and agreements. Any mortgage or other encumbrance of any Unit or Dwelling on the Property shall be subject to and subordinate to all of the provisions of this Declaration, and in the event, of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through the foreclosure, whether such foreclosure is by private power of sale, judicial foreclosure or otherwise.

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5/29/2012 12:09:00 PM \$92.00
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Gary W. Ott
Recorder, Salt Lake County, UT
UNITED TITLE SERVICES
BY: eCASH, DEPUTY - EF 38 P.

2. PROJECT DESCRIPTION.

The legal description of the Property is in the attached Exhibit "A" consists of 8 Units, and common area. All Units to be framed with brick, stucco, stone, or combination exteriors. All remaining land found within the legal description is common area and consists of parking, landscaping, sidewalk, amenities, and other improvements.

Each Unit shall also own an undivided interest in all common areas and facilities.

3. LAND USE AND BUILDING TYPE.

3.1 No Unit shall be used except for dwelling purposes.

3.2 No building shall be used, rented or leased for commercial purposes.

3.3 Accessory buildings may be allowed only with the prior written consent of the Owners Association and subject to compliance with all zoning and other land use regulations then in effect for Salt Lake County, Sandy City, or any successor government entity.

3.4 No trailer, tent, shack or other out buildings shall be placed upon or used at any time on any Unit.

3.5 All construction on the Property shall be in accordance with the provisions of the government Zoning Ordinances as the same may be amended from time to time, unless otherwise modified or restricted by this Declaration.

4. NUISANCES AND RELATED MATTERS.

4.1 No noxious or offensive activity shall be carried on or upon any Unit, nor shall anything be done thereon which may be an annoyance or nuisance to the Development.

4.2 No inoperative motor vehicle shall be placed or remain on any Unit or adjacent street for more than 48 hours. No portion of any Unit may be used for the repair of motor vehicles except in a garage.

4.3 The accumulation of metals, bulk materials, junk, scrap, trash, refuse, or other unsightly, offensive materials is prohibited.

4.4 No oil or gas drilling, mining, quarrying or related operations of any kind shall be permitted on the Property.

4.6 No rubbish shall be stored or allowed to accumulate anywhere in the Project, except in sanitary containers.

4.7 No external radio, citizen's band, ham radio or other transmitting or receiving antennas or equipment shall be placed on any structure of Unit. Provided, however,

that television antennas and satellite dishes may be placed in a location to be approved by the Owners Association.

4.8 An owner shall not, by deed, plat or otherwise, subdivide, or in any manner cause his or her Unit to be separated into physical tracts or parcels smaller than the whole Unit as shown on the Map, nor shall any Owner cause, suffer or permit the same. No Owner shall separate or divide into annually recurring time share Units of any other duration, form or kind whatsoever.

5. EASEMENTS

5.1 Such easements and rights of way shall be reserved to the Declarant, its successors and assigns, in and over the Property and the Units for the erection, construction, maintenance and operation of pipes, conduits, poles, wires and other means of conveying to and from Units and Dwellings gas, electricity, power, water, telephone and telegraph services, sewage, storm drain and other things for the Development of the Property and for the convenience of the Owners of Units as may be shown on the subdivision plat or otherwise. No structures of any kind shall be erected over any such easements without the written permission of the Declarant or the Owners Association. By acceptance of contracts or deeds for a Unit or Units or any portion thereof, all purchasers of Units shall also be conclusively deemed to have granted an easement to the Declarant so as to permit the Declarant to develop each and every part or parcel of adjoining Property owner or held by it, whether subject to this Declaration or otherwise.

6. OWNER'S ASSOCIATION.

6.1 The Declarant shall create an Owner's Association for the Project for the purpose of assessing each Unit Owner for the maintenance and upkeep of all common area improvements including landscaping, sidewalk, curb and gutter, fencing, parking and other improvements, etc. After the Owner's Association is created, the Members shall be every Owner within the Project, and each Owner of any Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Owner's Association his or her prorata or proportionate share of assessments to be established and collected as hereinafter provided. Any Owner's Association created hereby shall be governed by a Board of Directors consisting of three (3) natural persons. Declarant shall create the Association and Declarant shall have the right to appoint the initial Board of Directors, one of whom may be the Declarant, who shall serve until such time as successors may be elected by the Unit Owners at a meeting duly noticed and called for that purpose.

6.2 Assessment of Annual Maintenance Fee. The Owners shall be responsible for the exclusive management, control and maintenance of all improvements in the project. An annual fee shall be assessed on all Units within the Project in an amount sufficient to cover on-site and off-site maintenance of any improvement or parts thereof serving the Project. Each Owner, by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in such instruments, shall be deemed to covenant and agree with each other (and with any Owner's Association formed for this purpose) to pay all assessments deemed necessary by Owner's Association. Unless otherwise specified herein, the fee assessed shall be a portion of the total maintenance costs representing the Owner's prorata share, i.e., if there are 8 Units total

in the Project, an Owner's share will be 1/8 of total expenses for the year. All sums assessed an Owner within the Project pursuant to the provisions hereof, together with interest thereon as may be provided for in this Declaration, shall be secured by a lien on such Unit in favor of the Owners Association formed for this purpose). To evidence a lien for sums assessed pursuant to this Section, Owners Association shall prepare a written notice of lien setting forth the amount of the assessment, the due date, the amount remaining unpaid, the name of the Owner and description of the Unit. Such a notice shall be signed and acknowledged by a duly authorized officer of the Owner's Association and may be recorded in the office of the Salt Lake County Recorder. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. (Other assessments may be made to cover the expenses of the Owner's Association in the Project).

6.3 The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time the assessment fell due. The personal obligation for delinquent assessments shall pass to his or her successors in title and is expressly assumed by them.

6.4 Both annual and special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly basis.

6.5 Annual assessments provided for herein shall commence as to all Units on the first day of the month following the formation of the Owner's Association. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The Board of Directors of the Owner's Association shall fix the amount of the annual assessment against each Unit at least 30 days in advance of each annual assessment period. Written notice of annual assessment shall be sent to every Owner subject thereto. The Board of Directors shall establish the due dates. The Owner's Association shall, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Owner's Association setting forth whether all assessments on a specified Unit have been paid. A properly executed certificate of the Owner's Association as to the status of assessments on a Unit is binding on the Owner's Association as of the date of its issuance. Any Units with structures will be assessed at 50% until they are built upon.

6.6 Assessment and any installments thereof not paid within 30 days after the due date shall bear interest from the due date at the rate of 12% per annum. All payments on account shall be first applied to interest and then to the assessment payment first due.

6.7 The lien for unpaid assessments shall be superior (prior) to all other liens and encumbrances except assessments, liens and charges in favor of the State or any political subdivision thereof for taxes past due and unpaid on the Unit, and amounts due under duly recorded mortgages which were recorded prior to the recording of the lien for assessments. However, the sale and transfer of any Unit pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but no such sale or transfer shall relieve such Unit from liability of

any assessments thereafter becoming due or from the lien thereof or from the personal liability of the owner under paragraph 6.3.

6.8 The lien for nonpayment of assessments may be enforced by sale or foreclosure of the Owner's interest by the Board of Directors of the Owner's Association, such sale or foreclosure to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In connection therewith, each Owner is hereby deemed to have given and granted a power of sale to any attorney licensed in the State of Utah and selected by the Board of Directors in the event that any such lien is foreclosed in the manner provided by law for foreclosure of deeds of trust.

6.9 If an Owner shall at any time lease or rent his Unit or any portion thereof and shall default for a period of one month or more in the payment of assessments, the Board of Directors may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due and the payment of such rent to the Board of Directors shall discharge such tenant for rent due, and shall discharge the Owner for such assessments to the extent of the amount so paid.

6.10 The Board of Directors shall handle all assessments hereunder, whether for Common Expenses or as capital contributions, so as to comply with applicable provisions of the Internal Revenue Code and the regulations adopted thereunder as well as applicable State and local tax laws and to avoid undue adverse tax consequences that might result to the Owner's Association or individual Owners.

6.11 The Owner's Association shall, through the assessment of dues, be liable for and will pay the following expenses of the community:

- a. maintenance, repair, restitution at all common areas;
- b. snow removal for driveways and walkways;
- c. insurance for all common areas. Said insurance will not include renters or content insurance, which is the responsibility of the Unit owner or hazard or liability insurance for individual units.

The above list is not comprehensive. Any other expense of the community shall be born by the HOA with either regular or special assessments being assessed against each individual Unit to pay for the requirements of the community.

7. DUES.

After completion of the public improvements, all owners shall pay assessments on their Units as set forth in these Restrictive Covenants. Initial assessments shall be \$100.00 per month each. That assessment may be modified upward or downward at the first meeting of owners.

8. ARCHITECTURAL PROCEDURE.

8.1 Enforcement. No improvement or other structure or building after initial construction shall be constructed or maintained on common area without written consent of the Association. The Unit Owners hereby agree that the Owner's Association and/or the local government entity may institute in its own name any suit or suits necessary in order to obtain a decree for specific performance or any restraining order necessary under any covenant or agreement contained in this Declaration. Should any suits be instituted, the affected Unit Owner or Owners agree that if the court finds in the local government, or the Owner's Association's favor, such Unit Owner or Owners shall pay reasonable attorney's fees to the local government or the Owner's Association.

8.2 Architectural Control Committee: There shall be no independent architectural control committee. The Board of Directors of the HOA shall serve as such. No structure shall be constructed anywhere on the Property without written approval of the Board of Directors of the Owner's Association, and no alteration, amendment, color change, or improvement to existing structures after they are complete is authorized without the express written consent of the Board of Directors. If design criteria are attached hereto, said design criteria shall govern the individual unit owners and the board.

9. ACCEPTANCE OF RESTRICTIONS.

By acceptance of contracts, leases, options, or deeds for a Unit or Units or any portion thereof, all tenants or purchasers of Units shall be conclusively deemed to have consented and agreed to all restrictions, conditional, covenants and agreements in this Declaration and shall be bound thereby.

10. VIOLATION OF RESTRICTION; PENALTIES.

Each owner shall strictly comply with the provisions of the Declaration. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by any Unit Owner, the Owner's Association, or the local government entity. Violation of any of the restrictions, conditions, covenants or agreements herein contained shall also give the Owner's Association or the Declarant, their successors and assigns, the right to enter upon any portion of the Property where such violation or breach exists, and to summarily abate and remove at the expense of the Owner, any erection, thing or condition that may be existing thereon contrary to the provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive.

11. AMENDMENT.

Except as otherwise provided in this Declaration and except as prohibited by law, the provisions of this Declaration may be amended by the affirmative vote, or approval and consent of Owners who own 5/8 or more of the Units on the Property. In voting, each Unit Owner of

record shall be entitled to cast one vote for each Unit owned by him or her. Provided, however, where there is more than one record Owner of a Unit, all such Owners must act unanimously to cast a vote for that Unit. Any amendment so authorized shall be accomplished by recordation of an instrument executed by such Unit Owners. Notwithstanding the foregoing, any provision of this Declaration derived from or relating to any Development Agreement cannot be amended without the consent of the local government entity, including, among other things, liability and assessment for roads, subsurface drainage systems, setbacks, fencing and landscaping. Notwithstanding anything contained herein or in Utah's PUD Act, President of the HOA shall have two years from the date of filing these CCRs, the right to unilaterally, and without the permission of any landowner, to amend the CCRs to correct spelling errors, punctuation, grammar, and other matters as long as the substantive content is not changed.

12. NO WAIVER.

Each and all of the covenants, conditions, restrictions and agreements contained herein shall be deemed and construed to be continuing. No waiver of a breach of any of these covenants, conditions, restrictions and agreements, and no failure to enforce any one of such restrictions, either by forfeiture or otherwise, shall be construed as a waiver of any other restriction or condition. The failure of the Owners, the Owner's Association or their agents or designers to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, to exercise any right or option herein contained, to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect.

13. SEVERABILITY.

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

14. CAPTIONS.

The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

15. LAW CONTROLLING.

This Declaration shall be construed and controlled by and under the laws of the State of Utah, specifically Utah Code Ann. 57-8-1- et. Seq.

16. EFFECTIVE DATE.

This Declaration shall take effect when recorded.

17. PRIVATE RIGHT OF ACTION.

Any individual Unit Owner in the Condominium Project who is aggrieved by any other owner or owners, or by the acts of the Association or any officer, agent, director, or manager, shall have a private right of action against the foregoing to enforce the terms of the covenants, conditions and restrictions or any right set forth under Utah's Condominium Ownership Act. The prevailing party in said litigation, shall be entitled to an award of costs and attorney's fees.

18. SERVICE OF PROCESS.

The person who will receive service of process on behalf of the Project until a successor is appointed and qualified is Jeff Mansell., 9015 Canyon Gate Cir, Salt Lake City, UT 84121.

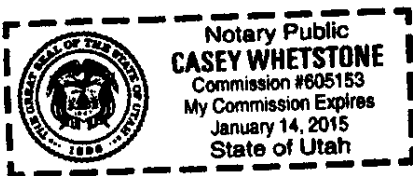
IN WITNESS WHEREOF, the undersigned has executed this instrument this 20 day of February, 2011.

GRANITE HOLLOW HOA, INC.

BY: 
Jeff Mansell
Its: President

STATE OF UTAH)
 :SS
COUNTY OF Salt Lake)

On the 20th day of February, 2011, personally appeared before me Jeff Mansell, President of Granite Hollow HOA, Inc., who acknowledged that the within and foregoing instrument was signed by him as directed by the Company.



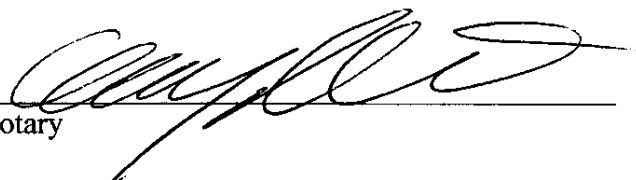

Notary

EXHIBIT "A"
Legal Description

Granite Hollow PUD

Units 1-8 inclusive, and all common areas therein.

Granite Hollow Legal Description

Beginning at Southeast corner of Lot 308, Monte Bello Estates No. 3 (said point being South 78°35'37" West 1226.12' from the East quarter corner of Section 10, Township 3 South, Range 1 East, Salt Lake Base and Meridian); thence South 59.86 feet to a point; thence North 89°44'10" East 316.50 feet to a point on the West line of Salt Lake City Aquaduct right-of-way; thence along said right-of-way South 07°11'00" West 409.13 feet to a point; thence South 89°34'12" West 395.72 feet to a point on the east line of Granite View No. 3C; thence North 00°09'42" East 313.61 feet to the Northeast corner of Lot 323, Granite View No. 3C; thence South 47°55'43" West 34.63 feet to a point; thence North 00°28'56" East 177.33 feet to the Southeast corner of Lot 307 Monte Bello Estates No. 3; thence South 89°50'25" East 153.70 feet to the point of beginning.

Area = 4.198 Acres

(8 Building Lots)

EXHIBIT "B"
Design Guidelines

1 Design Philosophy & Guidelines

The architecture of custom homes at Granite Hollow must evoke the qualities of authenticity, proportionality, craftsmanship, sustainability, and socially conscious design. Materials of heavy texture, deep recessed windows, protective overhangs, roof forms of character, strong and protective architectural massing, colors of the earth, and significant usage of stone and natural looking maintenance free materials will be some of the primary design elements that will be required in all Granite Hollow homes.

The Design Guidelines have been created to implement this philosophy, particularly addressing architectural design and site planning in order to provide direction to home-site Owners for the design of their dwellings, and to ensure compatibility within the unique environment of Granite Hollow. It is not the purpose of these Guidelines to create look-alike dwellings or suggest that they all have identical colors and materials, but to create a harmonious architectural approach that is sympathetic to the incredible natural setting, and which carries out the thematic character of Granite Hollow.

In order to assist each Owner in the environmentally sound and aesthetically compatible design of their dwelling, a Architectural Review Process has been established pursuant to the Design Guidelines, providing each Owner the opportunity to draw upon the expertise and knowledge which has been acquired during the planning and development of Granite Hollow. Since the preservation and enhancement of the unique landscape at Granite Hollow are of primary concern, the Architectural Review Committee (the "Committee") has been established and charged with the responsibility of ensuring that these principles are adhered to throughout all phases of development. For this reason, the Design Review Process has been established, encompassing the following phases:

1. **The Pre-Design Conference**, during which each home-site Owner along with the Architect may review their ideas and the natural aspects of the home-site with a representative of the Committee before any plans are prepared. It is required that this meeting takes place on site.
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/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. The drawings can only be submitted to Salt Lake County for a building permit after this step is approved.

It is required that an Owner work with the community approved architects of The Highland Group, for planning and design to ensure a thorough analysis and understanding of a particular home-site and the Owner's special needs and living patterns, as well as to provide the ability to communicate to the Committee 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 objectives of these Design Guidelines have been met by a particular site plan.

These Design Guidelines and the Design Review Process shall apply to all residential custom-home construction at Granite Hollow but shall not apply to utilities, private roads, or structures, built by the developer of Granite Hollow.

2 SITE PLANNING GUIDELINES

The setting, at Granite Hollow 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 Granite Hollow for the mutual benefit and enjoyment of all its owners.

2.1 The Building Envelope Concept

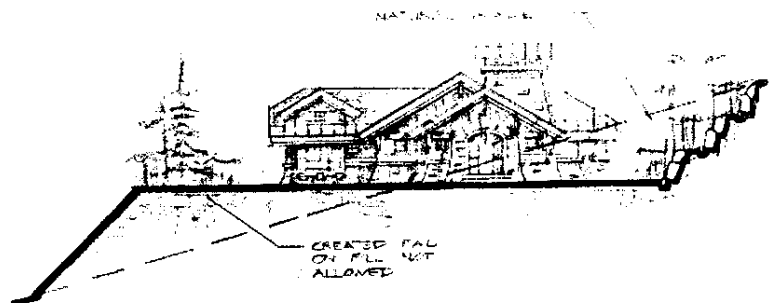
The building envelope concept is a major component of the philosophy for site planning the individual home-sites. The building envelope is that portion of each home-site within which all improvements, including structures, decks, walks, landscape improvements, grading, fencing, and all mechanical equipment must be located, and is the only area of the home-site where alterations of, or disturbance to, the natural landscape (other than supplemental planting of approved native vegetation with specific Committee approval) may occur. The specific building envelope for each home-site as indicated on the building envelope exhibit, which is given to each owner at the time of lot purchase, is designed to protect and preserve the natural setting of each the home-site.

2.2 Site Work

No excessive excavation or fill will be permitted on any home-site except where specifically allowed by the Committee due to terrain considerations. Every attempt should be made to balance cut and fill with minimal use of retaining walls and engineered building pads.

2.3 Grading and Drainage

Site grading and drainage must be in accordance with the approved master grading and drainage plans for Granite Hollow. Site grading and drainage must occur with minimum disruption to the home-site, without altering natural drainage patterns as runoff leaves the home-site, and without creating conditions that could lead to unnecessary soil erosion. In some cases, the Committee may allow the re-routing of a portion of a drainage way within the boundaries of the Building Envelope. This will be considered on a case-by-case basis, and it should not be assumed it would be allowed in all cases.



Surface drainage upon and across any home-site must be addressed through the implementation of sound construction and grading practices. Any improvement which creates an obstruction to surface flows resulting in a back up of storm waters onto a neighboring home-site or tract 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 positive drainage away from the structure in all directions. The inclusion of foundation waterproofing and a perforated pipe foundation drainage system are recommended along uphill and side hill foundation walls on hillside home-sites.

Residential designs for sloping home-sites with a variation of natural grade elevation in excess of three feet across the footprint of the proposed structure must incorporate slope considerations into the design solution, so that the proposed structure steps up or down with the natural slope. Artificial terracing of sloped sites to create an engineered pad to accommodate a "flat home-site design" will not be allowed.

During construction, measures must be taken to eliminate erosion. The following outlines the required, in-the-field construction methods that must be performed by the contractor.

- Temporary run-off channels must be built to drain construction zones. Channels must have silt screens installed at appropriate locations; silt screens should be stretched across and anchored to the bottom of the channels with hay bales placed on the upstream side of the fabric; temporary earthen berms or ditches for channeling may be used in lieu of silt screens.
- All storm drain inlet structures must be protected by a filter berm until the area is stabilized with vegetation or the base course of pavement is installed.
- All embankments constructed as part of cut/fill operations will be seeded and mulched within one week of final grading completion.

When cuts and fills are required, the slopes must be at least 4 to 1 to allow for natural re-vegetation. Anything steeper than that will require an approved retaining wall.

2.4 Access Drives

Each home-site may be accessed by a single driveway. No circular drives are allowed. Driveway surfaces are the only improvement allowed outside the building envelope with the exception of underground utilities servicing the home-site and approved structural retaining walls.

The proposed driving surface of any driveway is subject to approval by the Committee. Driveways are encouraged to be colored exposed aggregate concrete. No uncolored concrete is permitted. Asphalt is allowed but must have edge material.

2.5 On-Site Parking

OnSite parking within Granite Hollow will follow the ordinances of the governing municipality: Sandy City, UTah

2.6 Utilities

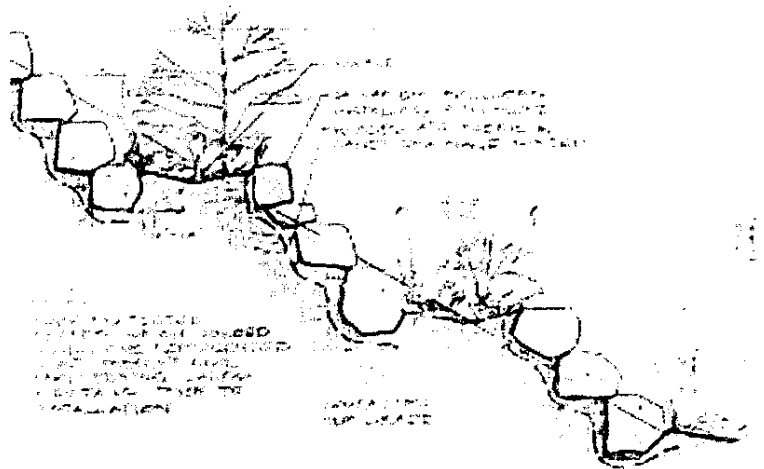
Utility services are stubbed to the front property line of each home-site. Gas, electricity, telephone and television service locations are clustered (usually with those of one adjacent home-site) in a utility easement located adjacent to each home-site. The extension of services from these stub locations to the residence shall be the responsibility of each Owner,

2.7 Walls and Fencing

Site walls or fences 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 envelope, although 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. Privacy or screen walls must not exceed six feet in height, measured from existing natural grade, and they may not encroach outside the building envelope. Fencing material must be of wood or stone.

The use of ornamental iron or other metal fencing is subject to approval by the Committee. Chain-link, metal, plain concrete block, (unless veneered with stone) or wire fencing is prohibited.

Structural retaining walls may not exceed an above natural or finish grade height of four feet, whichever is lower. Multiple terraced retaining walls must be utilized where the overall height of retained earth exceeds four feet. Where multiple retaining walls are used, each tier must be separated by a four foot planting area. Tiered retaining walls cannot exceed eight feet above natural or finished grade, whichever is lower.



Retaining walls may be constructed of cast concrete or concrete masonry units; however, all exposed surfaces and edges must be stone veneer, so as to blend unobtrusively with its natural surroundings. Heavy timber wood retaining wall systems may also be approved. Certain textured concrete block may be allowed if it is also used on the home. Keystone or pre-manufactured retaining wall systems will not be approved.

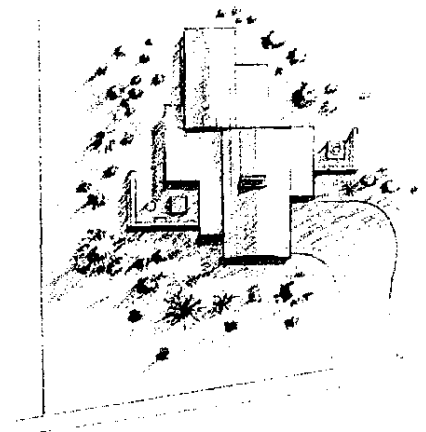
2.8 Outdoor Storage

Outdoor areas housing trash containers, firewood storage, maintenance or service equipment etc., or overflow storage shall be screened from all adjacent properties by a wall or fence. Firewood may be stored in an unscreened area provided it is neatly stacked in an inconspicuous location. If it is covered, only clear plastic sheeting is allowed.

2.9 Mechanical 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 all electrical junction boxes. The equipment and enclosure must be contained within the building envelope. Equipment must be placed with consideration to the adjacent home-site, so as to minimize noise intrusion on the outdoor living spaces. All electrical meters, gas meters, and irrigation meters must be screened from the street, and adjacent home-sites with a wall of sufficient height. Contact the electric company for requirements concerning placement of the screen wall. Landscaping will not be considered as a method of screening.

Screening Example



2.10 Antennae and Satellite Dishes

Granite Hollow Home Owners Association Inc. Has selected a single provider for satellite television a single satellite dish will be placed at the optimal location within the common area of the project. Its location will be approved by the HOA. All other antennas installed must be fully screened from the road, adjacent home-sites, or public areas.

2.11 Signage and Address Identification

All address identification will be standardized at Granite Hollow. A detail of the standard address

identification numerals and color applicable to each home-site will be supplied during the pre-design meeting. No additional signage of any kind will be permitted, except temporary construction signs by each builder and Real estate sale or lease signs.

2.12 Swimming Pools, Spas, or 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, and must lie within the building envelope of the unit. All must be constructed according to Sandy City regulations. All pumps, motors, and heaters must be fully screened from view from the street, adjacent home-sites, or public areas.

2.13 Play Structures

Play structures, swing sets, slides, or other such devices are allowed when the application is made in advance with the Committee, or at a future time with the Granite Hollow Home Owners Association. Approval for such equipment may be granted when it is proposed to be placed in, 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 and/or brightly colored finish materials are not.

2.14 Approved Plant List

The Committee has approved a list of plants and trees deemed to be inherently compatible with the natural Granite Hollow landscape, including indigenous and non-indigenous species. Such plants are listed in Appendix 'A' of the Design Guidelines, and landscaping of any transitional area or any other area visible from the adjacent street or any adjoining property is expressly limited to these species. Grasses, when used, must be of the types listed in Appendix 'A' and may not be a dominant component of the landscape. Any grassed area must be shaped in an organic way, and not a simple rectangle or square area. The edge condition must be naturalized and cannot be transitioned directly into the native landscape.

2.15 Prohibited Plants

Unless a plant is listed within Appendix 'A' it is prohibited. Requests may be made to the Committee to add plants to the list if the Owner feels it has a plant worthy of consideration.

2.16 Home-site Restrictions

No more than one residence may be constructed on any home-site. 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.

3 ARCHITECTURAL DESIGN STANDARDS

There are two primary identifiable GRANITE HOLLOW style, these are referred to as "Rustic Prairie" and "Mountain Craftsman". Homes should reflect regional traditions and respond to the unique character design requirements of the mountain climate. Requirements are intended to foster thoughtful and comprehensive approach to creating an uncommonly well designed community.

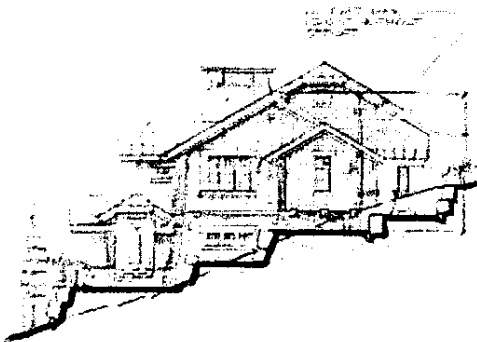
Development of spaces for the enjoyment of outdoor living is encouraged. Porches, overhangs, trellises, and the softness of shade and shadow as a result of articulated massing and details are all desirable features. Anything too massive or without well-designed proportions and appropriate functional 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 Building Size

One of the first goals of all Owners and The Highland Group 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 setting currently dominant at Granite Hollow remains the dominant visual image. The existing quiet repose and harmony can only be maintained if the built homes and landscape remain subservient and blend into the natural setting and existing landscape.

In keeping with this philosophy, a maximum size is imposed to assure a proper balance of open space within Granite Hollow. No residence on a lot can exceed 6,000 square feet of enclosed livable space. Only one above grade floor of living space is permitted. Enclosed livable space is defined as all livable areas of the home, excluding the garage, storage areas, and mechanical rooms.

3.2 Height and Massing of Structures



Allowable heights are limited by the communities Salt Lake County development agreement and the Granite Hollow Design Guidelines. While the building height restrictions may help protect views, this is not their primary purpose. The overall full development appearance of the Community is the overriding concern. Because of this, no two story homes will be allowed in Granite Hollow.

Generally, all home-sites can have no portion of a structure exceeding a true vertical height of 25 feet above original natural grade directly below the point of measurement. It is the intent of the Design Guidelines that roof forms for homes on sloping sites step down with the grade to integrate with the natural setting.

Residences at Granite Hollow should have pitched roofs with a minimum pitch of 4 feet in twelve and a maximum pitch of twelve feet in twelve. Lower sloped roofs may occur under certain design proposals, provided they are mixed with other steeper pitched roof compositions. Flat roofs are allowed at Granite Hollow only with the Committee approval, which approval shall take into account, but not be limited to, the view of such roof from surrounding higher home-sites. See Section 3.6 for specific design criteria. Mansard, domes, tower shapes, and roof shapes that do not resolve themselves properly are prohibited.

The purpose of the height criteria is to avoid construction of homes that are too tall. Beyond the height criteria, the Granite Hollow Architectural Review 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.

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.

Every home must have a minimum of three (3) distinct masses which must be differentiated both vertically and horizontally by a minimum of 4 feet.

3.3 Foundations

All visible surfaces of concrete masonry or concrete foundation walls and piers must receive a minimum of mortar-wash finish and shall be colored to blend unobtrusively with adjacent materials. It is preferred however that all visible surfaces of foundation walls be stone or manufactured stone. Exposed aggregate concrete, or textured concrete block with an approved integral or applied color, may be considered in lieu of the mortar-wash appliqué.

Foundation walls must step down with the grade change so that their 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.

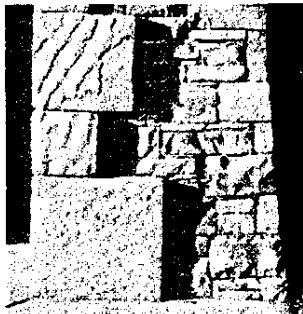
Where the vertical distance from the underside of a ground floor wood deck structure (along its perimeter edge) exceeds 30 inches above finish grade below, the deck edge must be skirted with a stone wall, wood

latticework or wood siding to screen the cavity beneath the deck. Foundation walls which occur under a skirted deck such that they are no longer visible are exempt from the facing requirements stated above.

3.4 Exterior Materials

There exist many traditions in high country architecture which will be encouraged at Granite Hollow, along with certain regional adaptations. Exterior material should generally be maintenance free materials that blend and are compatible with the native setting. The predominant exterior wall materials will consist of stucco, wood, cement composite siding products or native stone, including shingles, beveled or tongue-in-groove board siding, board-on-board, board and batt, free edge boards, and native stone. Timber trussing may be used but they must be combined with a major element of another material. No all log homes will be approved.

Each home must include stone on the exterior. The minimum amount required is generally 25% of the exterior wall surface. Due to all designs being unique, the Committee will make a judgment for each home as to whether the percentage requirement is met. Stone can be native or cultured but must be selected from the allowed stone types. A list of approved stone types is maintained by the Committee and shall be made available at the time of the pre-design



meeting. Additional stone types will be considered for approval on a case-by-case basis in the Committee's sole discretion.

Stucco should have an aged or mottled appearance as a predominant and/or uniformly colored and textured surface finish, metal siding, and/or some high quality composition siding products. Such consideration shall be limited to products suitable for individual board application; no multi-board panelization will be allowed. The proposed product must have a porous wood-grained surface suitable for application of traditional stains or paints, with a Committee approved color. All exterior surfaces including gutters, roof vents, and window frames are to be finished or painted.

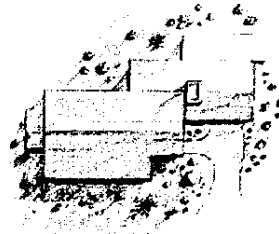
The use of large scale brick or textured masonry block as an exterior finish material will be considered on a case-by-case basis, and shall be limited to accent segments of the building facade. Normal 4" x 2" x 8" brick will not be allowed. The aesthetic merits of any combination of exterior materials are subject to review and approval by the Committee, in order to maintain the architectural integrity and consistent visual experience of Granite Hollow.

3.5 Roofs

The roofline of each home 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 which 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 at a minimum of 3'-0". Asymmetrical roofs are preferable to those which are obviously symmetrical. Covered terraces or porches must be fully integrated into the design of the home, and are strongly encouraged as a design element.

The higher masses should generally occur toward the center, with the lower profiles occurring toward the outer portions of the home. At no time can the highest point of a home be at any of the outside walls.



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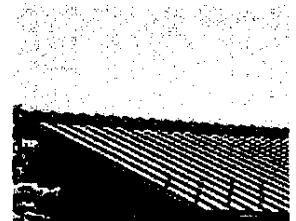


NOT THIS



Flat roofs, with very shallow pitches will be allowed at Granite Hollow. Any flat roofs must be designed and engineered with consideration for the snow loads prevalent in Granite Hollow's mountain environment. The roof design must also address the visual impact it will have on the views of home-sites that are located adjacent to and above the home. The Committee will be especially concerned with the design and construction of any flat roofs.

Roof materials permitted at Granite Hollow include weathering Cor-Ten steel, copper, concrete shake tiles, and architectural grade fiberglass shingles. Architectural grade fiberglass shingles must be heavy-weight three-dimensional thick-butt asphalt shingles, with a weight of 325 pounds per square or more. Most pre-finished metal roofs will be considered too reflective and will be prohibited. Wood shake shingles and other flammable roofing materials are prohibited by fire department regulations.



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 fiberglass shingles are used, an edge cap detail must be used to finish the edge appearance.

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

3.6 Entrances

Entrances proportioned to convey a sense of human scale are more appropriate than those with exaggerated dimensions. As such, all entries cannot exceed one-story in height. Any grandeur should be experienced upon

entering the home, 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. Trellised entries can be used as a welcoming transition between indoor and outdoor space. Entrances that are a part of covered front terrace or porch are preferred.

3.7 Porches, Terraces, Decks, and Awnings

A core element of the Granite Hollow 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 rear yard outdoor living space.

The historic front porch or landscape terrace assists this effort in four ways:

1. The focal point of the home 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 home. 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 home 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. Canvas awnings are prohibited.

3.8 Chimneys and Outdoor Fires

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



The area (measured in plain 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 which can enliven the three-dimensional

quality and profile of the overall design.

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

Open outdoor fire pits are permitted when they are designed with the building envelope and incorporated into the overall outdoor living plan of the home.

Portable barbecues are permitted, provided they are lidded cookers. Permanently installed barbecues must be approved by the Committee.

3.9 Exterior Colors

The color of exterior materials must generally be subdued to blend with the natural landscape. Earth tones are recommended, although accent colors which are used judiciously and with restraint 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. White may not be used as an accent or "trim" color; "light-gray" siding stains which 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 which 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 be the second choice. 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 home prior to approval.



It is the intent at Granite Hollow 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.

3.10 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 which provide a shadow pattern and reduce reflectivity.

While the elevations will differ on various sides of the home, 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 roof lines or remain level. No scissor truss windows will be permitted with slopes not matching the roof line.

The glass of windows and the lens of skylights must not be highly reflective. The lens of skylights must be clear, gray or bronze. No white lenses are allowed, nor may their frames consist of reflective material that is left unfinished. This especially applies to aluminum frames, which 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 home. 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 is not considered a neutral color.

3.11 Building Projections

All projections from a residence or other structure including, but not limited to, vents, flashing, louvers, gutters, downspouts, utility boxes, porches, railings and exterior stairways shall match 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 envelope.

3.12 Garages and Garage Doors

Garages for each residence are required, either attached or detached, accommodating at least two automobiles; carports are prohibited. Garage doors must not dominate the residence when viewed from the street, especially in areas visible from rights-of-way, common areas, and adjacent home-sites. Design submittals with the garage door(s) as a primary focal point from the street will be rejected. All garages must be side entry or courtyard entry designs unless this proves impossible due to the building envelope of the lot.



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 Granite Hollow.

Effective measures that minimize the dominance of garage doors include side entries out of direct view from the street and overhangs or piers which add the softness of shade and shadow by way of recessing the doors.

When planning a home at Granite Hollow, attempt to minimize the potential view of the garage doors from the street. When this is not possible due to topography or other site constraints, the garage doors shall be placed further away from the street than the home facade, leaving the home form as the dominant image 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 home'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 home; 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 which shall be provided include the use of single-bay doors in lieu of double-width doors. Single-bay doors will usually be required by the Committee, so as to present a smaller-scale appearance relative to the rest of the structure. Some exceptions to the above may be granted when the applicant can demonstrate that the scale of a double-width door is proportional to the rest of the home's design, and is in keeping with the scale of the rest of the neighborhood streetscape.

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 32 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".

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.

3.13 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 home-site and are not visible from any other home-site or common area.

3.14 Changes or Additional Construction

All changes or additions to the approved plans before, during, or after the construction must first be approved by the Committee.

3.15 Exterior Furnishings and Sound Systems

All outdoor furniture and sound systems must conform to the color and reflectivity standards as set forth by these Guidelines for the home exterior colors. Exterior audio speakers must be an integral part of the home or concealed from view from surrounding property.

4 LANDSCAPE GUIDELINES

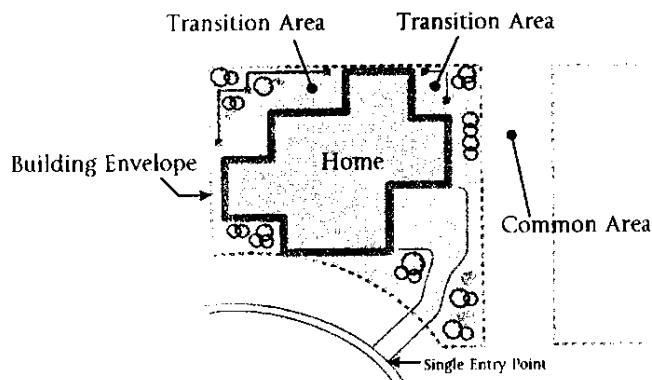
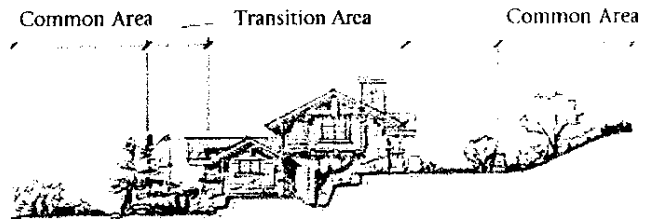
Landscaping desires should be taken into account at the Site Planning Phase. Retrofitting a home with only enhanced landscaping after the design has been established will not likely result in a solution that meets the Committee's requirements.

Each home-site has a designated Building Envelope. It is designed to protect and preserve the natural setting of the community. When thinking about the community plan and Landscape Design two zones have been created for each home-site. They are the Natural Area, the Transition Area and the Private Area.

4.1 Transition Area

The Transitional Area is that portion of a home-site within the Building Envelope, but outside of the residence or site walls, within which an Owner may enhance the landscape. For Owners wishing to, or required to undertake supplementary planting, the Granite Hollow landscaping concept should 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 Appendix A 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 Building Envelope. Planting in this transitional zone should be selected from Appendix A, as the landscape blends back to the natural vegetation outside the Building Envelope. The line of interface between this transitional zone and the natural landscape outside the Building Envelope may occur along a soft edged irregular line which

roughly approximates the building envelope line.

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

At a minimum, a landscape plan meeting the requirements of the Landscape Master Plan will be required by the Committee in connection with its Design Review approval for each home-site. All supplemental landscaping plans must also be approved by the Committee prior to implementation.

All supplementary landscaping plans must be approved by the Committee prior to its application or implementation. The Committee will provide the security staff with a list of approved landscaping plans; plant material deliveries which are not attributable to an approved plan will be turned away at the security gate.

4.2 Private Area

The private area is that part of the Building Envelope which is screened from view from adjacent home-sites, the street or public areas, by site walls or structure, within which an Owner may create as varied a landscape as desired, provided that only plants on Appendix A or as approved by the Committee are used. All Private Area landscape designs must be approved by the Committee.

4.3 Plant Density

Each plant has a natural arrangement and spacing that must be replicated in order for the proposed landscape to achieve the desired natural look. Final plant spacing will also be dependent upon the initial size of plants and their respective growth rates. Generally, smaller plants require closer spacing with possible thinning in the future if the landscape appears crowded. Also taken into account will be the individual home-site detail planting areas and their respective orientation, topography, soil conditions, available water and other conditions that may increase or decrease appropriate plant spacing.

4.4 Groundcover

Some locations on the home-site may be approved by the Committee for an introduced or enhanced plant groundcover area. These groundcover planting areas may only be developed in the following ways:

A. As an extension of those occurring naturally in the adjacent native landscape or,

B. As, in the opinion of the Committee, they present the appearance of occurring naturally. The Committee will not approve any proposal for groundcover areas that present the appearance of traditional turf or groundcover front or rear yard improvements.

Groundcover may be open natural looking seasonal native grass areas or low growing seasonal native plants or vines.

Inorganic or rock groundcovers may only be used in the Transition Area as they exist naturally on the adjacent native undisturbed Natural Areas surfaces. When used they must replicate the native color, shape, and mix of sizes and materials exactly. The existing ground plane must remain natural in appearance and may not be raked in visible patterns, cleaned, manicured or otherwise modified. No designed pattern, decorative, artificially shaped, or arrangement of any inorganic material, such as sand, gravel screened rock, or boulders may be used as groundcover for ground plane improvements in the Natural Area or Transition Area. Any ground plane groundcover may be used in the Private Area, so long as not visible from neighboring property.

4.5 Turf

Turf, when used must be integrated into the owner's landscape plan for their transitional and private areas. Granite Hollow will be planting turf in the community areas surrounding the building envelopes of each residence. Any turf in the private and transitional areas of the building envelope must appear as an extension of the community's landscape plan.

4.6 Hard-Scape

Hard-Scape is any non-architectural inorganic improvement or modification to the home-site natural surface within the Natural Area or Building Envelope. This includes improvements such as paths, walks, onsite parking, improved drainage ways, and hard surface landscape areas and similar improvements not discussed in the Design Guidelines. All such improvements require Committee approval prior to start of construction or installation, including proposed location, materials, colors, and any changes to the existing site or landscape.

As with all home-site landscape improvements, the landscape related hard-scape must also appear natural and appropriate in the native landscape. Natural surface materials such as decomposed granite and surface rock must match the existing native color and textures. Manufactured products such as brick, pavers or patterned and colored concrete must closely match the adjacent natural surface color. Whether natural or manmade they must be installed or placed in natural patterns with native grasses or compatible groundcovers planted to soften the improved area.

Walks and pathways must be narrow, 2' to 4' in width, and follow the natural contours. Patios must be naturally shaped and located with minimal site modification. The finished patio must appear as if carefully sited and shaped to fit a naturally occurring location.

Avoid any improvement such as elevated surfaces, curbing, swales, piping or grading that alters the approved drainage plan for the home-site. These modifications may redirect concentrate, or pond storm water, causing erosion or water damage. Porous materials and installation methods will help reduce water runoff and damaging concentrated water flows.

Ancillary hard-scape improvements or associated modifications, such as revised grading, added landscaping, low walls, built-in seating, and lighting must also be carefully considered by the homeowner or builder and approved by the Committee. It is intended that any such constructed improvements feel as an extension of and relate to the approved architecture and any site and landscape improvements relate to the approved adjacent landscape character.

4.7 Water Features

Water features may be constructed, if specifically approved by the Committee, in the Private Area. How a water feature affects the neighboring property will be a considering factor of its approval by the Committee.

Water features must be designed to be in scale and relationship to the home-site architecture and designed landscape theme. All water feature mechanical equipment must be screened from view. Water features must be designed to minimize water use in both normal operation and maintenance.

5 CONSTRUCTION REGULATIONS

In order to ensure that the nuisances inherent to any construction process are kept to a minimum, the following regulations shall be enforced during the construction period of all improvements at Granite Hollow. The Owner of a home-site, as such as terms are defined in the Declaration and herein, shall be responsible for violations of the Design Guidelines, including construction regulations contained therein by any contractor, subcontractor, agent, or employee performing any activities within Granite Hollow, whether located on the home-site or elsewhere within Granite Hollow.

5.1 Building Envelope

The building envelope, which is the limit of development on each home-site, is also the area within which all activities related to the improvements to be constructed must be confined. To this end, the building envelope must be temporarily staked and roped off, or fenced in an appropriate manner during the duration of

construction. Temporary fencing enclosing the building envelope must extend for the full street frontage so no workmen park in the community area. Where necessary for construction of improvements directly along the edge of a building envelope, a temporary construction encroachment of up to 5 feet into the adjacent natural area may be permitted by the Committee, in its sole discretion, provided the Owner shall be obligated to re-vegetate the area of such temporary encroachment promptly following construction.

5.2 OSHA Compliance

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

5.3 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, including approved access drives, relating to construction activities on any home-site.

Upon approval of the Construction Site Plan a construction trailer or portable field office may be located on the building site within the building 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 will be determined. A construction trailer may not remain on site for a period of time exceeding six months without written approval of the Committee.

5.4 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 home-site or in Granite Hollow. 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 washouts, from both trucks and mixers, must occur within the building envelope of the home-site in a location where it will be ultimately concealed by structure or covered by backfill. 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 home-sites or open space. 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 Granite Hollow. Any clean-up costs incurred by the Committee or the Homeowners Association in enforcing these requirements shall be payable by the Owner.

5.5 Sanitary Facilities

Each Owner or builder shall be responsible for providing adequate sanitary facilities for his/her construction workers. Portable toilets must be located within the building envelope, clear of all setbacks and in a discreet location.

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

5.7 Material Deliveries

All building materials, equipment and machinery required to construct a residence on any home-site at Granite Hollow must be delivered to and remain within the building envelope of each home-site, 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 Granite Hollow overnight. Material delivery vehicles may not drive across adjacent home-sites or tracts to access a construction site.

5.8 Firearms

The possession or discharge of any type of firearm by construction personnel on any construction site, home-site, tract or right-of-way at Granite Hollow is prohibited.

5.9 Alcohol and Controlled Substances

The consumption of alcohol or use of any controlled substance by construction personnel on any construction site, home-site, tract or right-of-way at Granite Hollow is prohibited.

5.10 Pets

No pets, particularly dogs, may be brought onto the property by a member of any construction crew.

5.11 Preservation of Property

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

5.12 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 home-site 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/her 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, 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.

5.13 Construction Signage

Except as specifically approved otherwise by the Committee, temporary construction signs shall be limited to one sign per site not to exceed six square feet of total surface area. This sign is intended for job site identification only; therefore, it must be located within the building envelope, facing the street frontage of the home-site. It may identify the general contractor and designer by name with address, license number and telephone number(s) and it may identify the job site by home-site number or Owner's name, but it may not include marketing related terminology such as "for sale", "available", or "offered by". The sign shall be free standing, not to exceed four feet in height above natural grade, and of a design and in a location within the building envelope approved in advance of installation by the Committee.

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.

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.

5.14 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 home-site, 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.

5.15 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, Architectural Review observers, sales personnel, and the Owner. Construction personnel may not invite or bring family members or friends, especially children, to the job site.

5.16 Construction Insurance Requirements

All contractors and sub-contractors must post evidence of insurance with their home-site Owner, prior to entering the construction premises. The Committee may require each home-site Owner to provide copies of such existence of insurance as a condition to commencement of construction.

Insurance shall be evidenced in the form of a valid Certificate of Insurance naming both the home-site Owner and Granite Hollow as the certificate holders. 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.

6 ARCHITECTURAL REVIEW PROCEDURES

Site sensitive, site-specific design shall be fundamental at Granite Hollow. 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. Granite Hollow 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/or his/her architect meet with a representative of the Committee on site to discuss proposed plans and to resolve any questions regarding building requirements at Granite Hollow. This informal review is to offer guidance prior to initiating preliminary design, and should occur on site whenever possible.

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.

1. Site plan (scale at 1" = 10' or 1" = 8'), showing the entire property, location of the proposed building 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.
2. Survey (scale at 1" = 10' or 1" = 8'), by a registered land surveyor or licensed civil engineer showing home-site boundaries and dimensions, topography (2 feet contours or less), major terrain features, all trees, edge of pavement or curb, and utility locations.

3. Floor plans (scale 1/4" or 1/8" = 1'-0") showing proposed finished floor elevations.
4. 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.
5. 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 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.

1. Site plan (scale at 1" = 10' or 1" = 8'), showing the entire property, location of the building envelope, the residence and all buildings, driveway, parking area, existing and proposed topography, finished floor elevations, all protected plans or special terrain features to be preserved, trees to be removed, all utility sources and connections, and site walls.
2. Floor plans (scale 1/4" = 1'-0") showing finished floor elevations.
3. Roof plan (scale 1/4" = 1'-0") showing all roof pitches.
4. Building section (scale 1/4" = 1'-0" or larger), indicating existing and proposed grade lines.
5. All exterior elevations (scale 1/4" = 1'-0") showing both existing and proposed grade lines, plate heights, roof pitch and an indication of exterior materials and colors.
6. Paint chips and literature as requested by the Committee depicting and describing all exterior materials.
7. Complete landscape plan (scale 1" = 10' or 1" = 8'), showing size and type of all proposed plants, irrigation system, all decorative materials or borders, and all retained plants.
8. On-site staking of all building corner and other improvements, if requested by the Committee.
9. Construction period site plan as described in paragraph 5.3.

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

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

6.4 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.

We advise that the resubmittal occur before the placement of any orders for materials to avoid potential restocking costs in the event of denial of the submitted item(s). 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.

6.5 Site Inspection

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

6.6 Final Architectural Review

The Committee will review the plans and respond in writing no later than 20 days after a submittal is complete.

Results of reviews will not be discussed over the telephone by members of the Committee with an Owner or his/her 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 an Architectural Review must be addressed to the Committee in writing.

The Committee's approval of the final design is valid for twelve months. It is necessary to receive a final approval before the County will accept the drawings for a building permit application.

6.7 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.

6.8 Commencement of Construction

Upon receipt of final approval from the Committee, and having satisfied all Salt Lake 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 by the Committee shall be deemed revoked.

The Owner shall, in any event, complete the construction of any improvement and all required landscaping on his/her home-site 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, acting for the Granite Hollow Homeowners Association, may in its sole discretion have the exterior of the improvement or any unperformed landscaping completed in accordance with approved plans or restore and re-vegetate the home-site to a natural condition, with all expenses incurred reimbursed to the Homeowners Association by the Owner. Any such expenses not promptly reimbursed by the Owner shall be the basis of a lien by the Homeowners Association on such Owner's home-site.

6.9 Inspections of Work in Process

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 the Design Guidelines.

6.10 Subsequent Changes

Additional construction or other improvements to a residence or home-site, 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.

7 ARCHITECTURAL REVIEW COMMITTEE ORGANIZATION

7.1 Members

The Committee shall consist of three (3) to five (5) members, appointed by the Board. Each member shall hold his office until such time as he has resigned, been removed, or his successor has been appointed. The initial members of the Committee are as follows:

Jeff Mansell, Manager, Boardwalk Industries, LLC

Scott Lindley MD.

Tim Furner, Principal The Highland Group.

7.2 Address of Architectural Review Committee

The address of the Committee shall be the address established for giving notice to the Homeowners 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 Granite Hollow Architectural Review Committee is:

**Granite Hollow Architectural Review Committee
9015 Canyon Gate Cir.
Sandy, Utah 84093**

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 Granite Hollow that are submitted pursuant to the Design Guidelines to enforce the Design

Guidelines, and to amend the 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 Amendment of Development Standards

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; changes of a substantial nature may be recommended by the Committee for consideration by the Board of Directors of the Homeowner's Homeowners Association.

7.7 Non-liability

Neither the Committee, any member thereof, nor the developer, shall be liable to the Homeowners 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.
3. The development or manner of development of any property within Granite Hollow.

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 Architectural Review Committee, any of its members, nor the developer, regarding any action taken by the Committee.

Approval by the Architectural Review Committee 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 (including without limitation, the Granite Hollow Development Agreement) and local building codes.

7.8 Enforcement

The Committee may, at any time, inspect a home-site 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, a notice of violation may also be recorded by the Committee after the expirations of the time limit. If an Owner fails to comply within this time period, the Architectural Review Committee or its authorized agents may enter the home-site and correct the violation at the expense of the Owner of such home-site; said expense to be secured by a lien upon such home-site enforceable in accordance with the Declaration.

7.9 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, 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 part were never included therein.

7.10 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 Homeowners Association. Upon such delegation, the actions of such members or consultant(s) shall be equivalent to action by the Committee as a whole.