

WHEN RECORDED RETURN TO:  
James N. Ward  
Leucadia Financial Corporation  
529 East South Temple St.  
Salt Lake City, Utah 84102-1089

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
for  
COUNTRY CROSSING NEIGHBORHOOD, PHASE 2B, PLAT 3, P.U.D.**

This First Amendment to Declaration of Protective Covenants for Country Crossing Neighborhood, Phase 2B, Plat 3, P.U.D., a planned unit development, is made and executed by Leucadia Financial Corporation (the "Developer").

**RECITALS**

- A. The Declaration of Protective Covenants for Country Crossing Neighborhood, Phase 2B, Plat 3 P.U.D. was recorded in the office of the County Recorder of Tooele County, State of Utah on April 21, 2004 as Entry No. 221994 in Book 0938 at Page 674 of the official records (the "Declaration").
- B. This document affects the real property located in Tooele County, Utah, described with particularity on Exhibit "A", attached hereto and incorporated herein by this reference.
- C. All of the voting requirements of Section 30 of the Declaration have been satisfied.

**AMENDMENT**

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Lot Owners thereof, the Developer hereby executes this Declaration of Protective Covenants for Country Crossing Neighborhood, Phase 2B, Plat 3 P.U.D., for and on behalf of all of the Lot Owners.

1. Section 1(d) of the Declaration is deleted in its entirety and the following language is substituted in lieu thereof:

d. "Design Guidelines" shall mean and refer to Exhibit "B" attached hereto and incorporated herein by this reference, entitled "Landscape Guidelines."

2. Section 1 of the Declaration is amended to add the following new subsections:

t. “Association” shall mean and refer to all of the Owners acting as a group in accordance with the Declaration.

u. “Common Areas and Facilities” shall mean and refer to all of the common elements in the Project, including by way of illustration but not limitation the entry and entry monument.

3. Section 20 of the Declaration is deleted in its entirety and the following is substituted in lieu thereof:

20. **Enforcement of Design Guidelines and Architectural Standards.** Any construction, alternation, or other work done in violation of this Declaration, the architectural standards set forth therein, or the Design Guidelines shall be considered non-conforming. Upon written request from the ARC, an Owner shall at his own cost and expense remove such non-conforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the ARC shall have the right but not the obligation to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration or other work, without being deemed to be a trespasser. In the event of any conflict between the provisions of this Declaration or the Design Guidelines, the latter shall in all respects govern and control.

4. Section 30 of the Declaration is deleted in its entirety and the following language is substituted in lieu thereof:

30. **Amendments.** This Declaration may be amended:

a. **Developer.** Unilaterally by the Developer at any time; and

b. **Owners.** Upon the affirmative written approval of at least a majority of the Owners of the Lots.

Provided, however;

1) So long as Developer shall own at least one Lot in the Project, no amendment shall be valid or enforceable without its express prior written consent; and

2) Any amendment affecting fencing, grading or any Tooele County Ordinance shall require the prior express written consent of Tooele County;

3) The Mortgagee Protection section cannot be amended without the express written consent of all first mortgagees; and

4) An amendment shall be valid immediately upon recording of the

document amending the Declaration in the office of the County Recorder of Tooele County, Utah.

5. The Declaration is hereby amended to add the following new Sections:

32. **Grant of Common Area.** The Developer hereby grants to the Association all of its right, title and interest in and to the Common Areas and Facilities, subject to the covenants, conditions, restrictions, easements and the development rights set forth in the Declaration, as it may be amended and supplemented from time to time, including the unilateral and irrevocable right of the Developer to adjust boundaries, easements, rights of way and so forth.

33. **Membership in the Association.** Membership in the Association is mandatory, may not be partitioned from the ownership of a Lot, and each Owner by virtue of his accepting a deed or other document of conveyance to a Lot is deemed to be a member of the Association. The Association shall meet at least annually at a time and place set by the Management Committee.

34. **Management.** The Association shall be managed by a Management Committee, who may delegate its authority to a managing member; provided, however, in the event of the failure of a duly qualified and functioning Management Committee, Tooele County may, but is not obligated to administer and operate the Association.

35. **General Status, Authority and Duties of Management Committee.** The Management Committee shall adopt an annual budget, insure the Common Areas and Facilities, pay all Common Expenses, allocate the Common Expenses among the Owners, bill the Owners for their portion of the Common Expenses, collect the Assessments, and take all other actions necessary or incident thereto. Any instrument executed by the Management Committee, its legal representative or Managing Member which recites facts which, if true, would establish the power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument. The Management Committee shall constitute a legal entity capable of dealing in its own name or in behalf of two or more Owners. The Management Committee and Managing Member shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Section and its decisions. The Management Committee may appoint officers and agents of the Association, such as a President and Secretary, who may but need not be members of the Committee. Until the end of the Period of Developer's Control, the Developer shall have the exclusive, unilateral and irrevocable right to appoint the members of the Management Committee and the Managing Member. In addition, the Management Committee shall have:

a. **Access.** The Power and authority to access each Lot from time to time during reasonable hours and after reasonable notice to the occupant of the Lot being entered, as may be necessary for the maintenance, repair, or replacement of any of the Common Areas and Facilities; and for making emergency repairs necessary to prevent damage to the Common Areas and Facilities or to another Lot or Lots, provided that a reasonable effort is made to provide notice to the occupant

of the Lot prior to entry.

b. **Grant Easement.** The power and authority, without the vote or consent of the Owners, Mortgagees, insurers or guarantors of any Mortgage, or of any other person, to grant or create, on such terms as it deems advisable, reasonable permits, licenses, and non-exclusive easements over, under, across, and through the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance, operation or regulation of the Project.

c. **Execute Documents.** The power and authority to execute and record, on behalf of all Owners, any amendment to the Declaration or Plat Map, which has been approved by the vote or consent necessary to authorize such amendment.

d. **Standing.** The power to sue and be sued.

e. **Enter Into Contracts.** The power and authority to enter into contracts which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.

f. **Promulgate Rules.** The power and authority to promulgate such reasonable administrative guidelines, rules, regulations, policies and procedures as may be necessary or desirable to aid the Committee in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with the Act and this Declaration.

g. **All Other Acts.** The power and authority to perform any and all other acts, and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions on behalf of the Owners.

36. **Delegation of Management Responsibilities.** The Management Committee may delegate some of its managements responsibilities to either a professional management company, an experienced on-site manager, an independent contractor, through service contracts, or any combination thereof. The Manager may be an employee or an independent contractor. The termination provision of any such contract must not require a termination penalty or any advance notice of any more than sixty (60) days, and no such contract or agreement shall be for a term greater than one (1) year. The Management Committee may also employ general laborers, grounds crew, maintenance, bookkeeping, administrative and clerical personnel as necessary to perform its management responsibilities.

37. **The Maintenance Responsibility of the Association.** The Association shall maintain and keep in good repair all Common Area and any other item designated as a common responsibility or responsibility of the Association herein (the "Area of Common Responsibility").

38. **The Maintenance Responsibility of the Owners.** Each Owner shall maintain and

keep in good repair his Lot and all improvements thereon, including maintenance and landscaping of public right-of-way adjacent to or adjoining his Lot (the "Area of Personal Responsibility").

39. **Common Profits, Expenses, and Voting Rights.** The common profits of the Property shall be distributed among, the common expenses shall be charged to, and the voting rights shall be available to, the Owners equally.

40. **Common Expenses.** Each Owner is responsible for and shall pay his Assessment and:

a. **Developer.** Anything to the contrary notwithstanding, the Developer shall not be obligated to pay Assessments on any Lot owned by it until such time as: (1) the physical structures are substantially completed; (2) certificates of permanent occupancy are issued and the Dwellings are sold or rented; or (3) Developer elects in writing to pay the Assessments, whichever first occurs.

b. **Purpose of Common Area Expenses.** The Assessments provided for herein shall be used for the general purpose of managing the Common Areas and Facilities and administering the Project Documents.

c. **Creation of Assessments.** Since the Assessments shall pay for the Common Expenses of the Association, as shall be determined by the Management Committee from time to time, each Owner, by acceptance of a deed to a Lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association in a timely manner his share of the Common Expenses and all of his Assessments.

d. **Budget.** At least thirty (30) days prior to the annual meeting of the Management Committee shall prepare and deliver to the Owners a proposed budget which:

(1) **Itemization.** Shall set forth an itemization of the anticipated Common Expenses for the twelve (12) month calendar year, commencing with the following January 1.

(2) **Basis.** Shall be based upon advance estimates of cash requirements by the Management Committee to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas and regulation of the Association, which estimate shall include but is not limited to expenses of management, ARC expenses, irrigation water, grounds maintenance, taxes and special assessments, insurance premiums, water and sewer charges, replacement of those common elements that must be replaced on a periodic basis, wages, legal and accounting fees, any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus or sinking fund, major repair reserve, and other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under and by reason of this Declaration. Until the Project is completed, and all Phases are added,

this estimate may need to be adjusted periodically as each new Phase is completed.

e. **Approval of Budget and Assessments.** The proposed Budget and the Assessments shall become effective unless disapproved at the annual meeting of the Association by a vote of at least a majority of the Owners present in person or by proxy. Notwithstanding the foregoing, however, if the membership disapproves the proposed budget and Assessments or the Management Committee fails for any reason to establish the Budget and Assessments for the succeeding year, then and until such time as a new budget and new Common Area Assessment schedule shall have been established, the Budget and the Assessments in affect for the then current year shall continue for the succeeding year.

f. **Personal Obligation of Owner.** Owners are liable to pay all Assessments, their share of the Common Expenses, fines and so forth; provided, however, no first mortgagee or beneficiary under a first deed of trust, who obtains title to a Lot pursuant to the remedies provided in the mortgage or trust deed shall be liable for unpaid Assessments which accrued prior to the acquisition of title.

g. **Equitable Changes.** If the aggregate of all monthly payments on all of the Lots is too large or too small as a result of unanticipated income or expenses, the Management Committee may from time to time effect an equitable change in the amount of said payments.

h. **Reserve Account.** The Management Committee shall establish and maintain a reserve account or accounts to pay for unexpected operating expenses and major repair or capital improvements.

i. **Analysis Report.** The Management Committee shall prepare and update at least annually a written Capital Asset Replacement and Reserve Account Analysis, and make the report available to the Owners at the annual meeting of the Association.

j. **Statement of Assessments Due.** Upon written request, the Committee shall furnish to any Owner a statement of Assessments due, if any, on his Lot. Failure to provide the certificate within ten (10) days after a written request is received by the Secretary, shall be deemed conclusive evidence that all Assessments are paid current. The Association may require the advance payment of a processing charge not to exceed \$15.00 for the issuance of such certificate.

k. **Debt Collection.** An Assessment, charge or fine is a debt of the Owner at the time it is made and is collectible as such. Suit to recover a personal judgment for unpaid fines is maintainable by the Association or ARC without foreclosing or waiving the lien securing it. If any Owner fails or refuses to make any payment of an Assessment, Additional Charge or fine when due, that amount constitutes a lien on the interest of the Owner in the Property, and upon the recording of notice of lien, it is a lien upon the Owner's interest in the Property prior to all other liens and encumbrances, recorded or unrecorded except: (a) tax and special assessment liens on the Lot in favor of any assessing unit or special improvement district; and (b) encumbrances on the interest of

the Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances. A late fee of \$20.00 may be charged on all payments received more than ten (10) days after they were due. A finance charge of 1.5% per month may be assessed on the outstanding balance of all delinquent accounts.

6. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Tooele County, Utah.

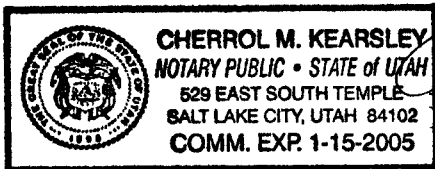
IN WITNESS WHEREOF, Developer has executed this instrument the 29<sup>th</sup> day of October, 2004.

LEUCADIA FINANCIAL CORPORATION

By: [Signature]  
Name: James N. Ward  
Title: Vice President

STATE OF UTAH )  
 ) :SS  
COUNTY OF SALT LAKE )

On the 29<sup>th</sup> day of October, 2004, personally appeared before me James N. Ward, who by me being duly sworn, did say that he is the Vice President of LEUCADIA FINANCIAL CORPORATION, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said James N. Ward duly acknowledged to me that said corporation executed the same.



[Signature]  
Notary Signature and Seal

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

The Property referred to in the foregoing document is located in Tooele County, Utah, which plat (Country Crossing Neighborhood, Phase 2B, Plat 3 P.U.D.) as described in that certain document filed for record in the office of the recorder, in the County of Tooele, in the State of Utah, in Book 938, as Page 673, Instrument Number 221368, dated April 21, 2004 containing 24 residential lots, numbered 301-324.



**EXHIBIT "B"**  
**LANDSCAPE GUIDELINES**

*(Continued on following pages)*

L A N D S C A P E   G U I D E L I N E S  
C O U N T R Y   C R O S S I N G  
S T A N S B U R Y   P A R K ,   T O O E L E   C O U N T Y ,   U T A H

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These Guidelines are to guide the development of landscaping on private lots, and within the adjacent Right of Way, within Country Crossing, being developed by Leucadia Financial Corporation and offered by Ivory Homes.

01. GENERAL REQUIREMENTS

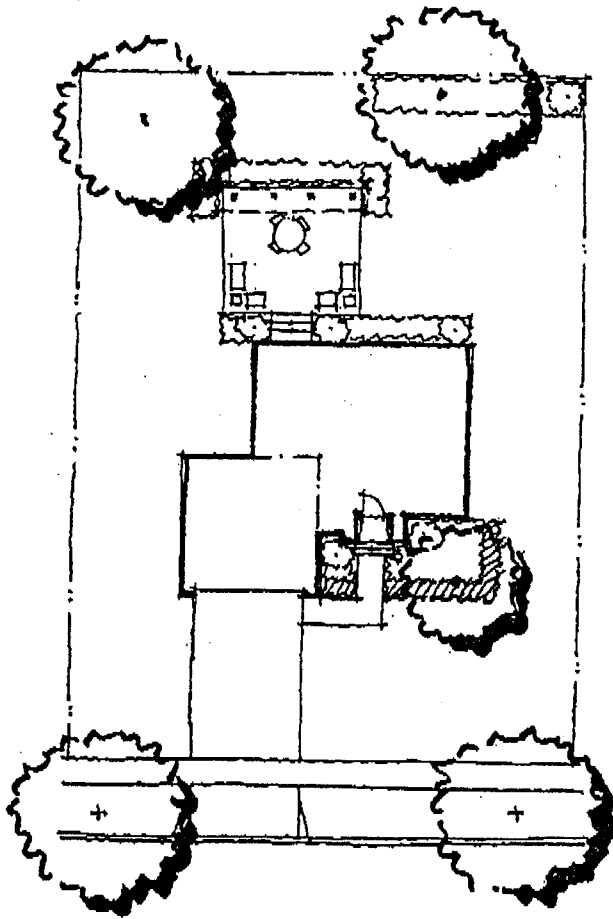
- 01.1 The direction of Tooele County is to provide guidelines to promote the conservation of water used in the landscape. This is the intent of these Guidelines.
- 01.2 The development of the landscaping described is the responsibility of the Homeowner.
- 01.3 Any Covenants, Codes, and Restrictions (CC&R) attached to this Subdivision are not affected by this Guideline and all requirements therein are to also be adhered to. The CC&R may contain requirements related to the timing of landscape installation which is not addressed herein.

02. DESIGN STANDARDS

- 02.1 For the purposes of these Guidelines, the “yard” is defined as the area of the lot less the area of the house footprint and driveway.
- 02.2 Every yard shall include:
  - 1. An irrigation system. Preferably, this is an automatic system so that water applications can be carefully monitored.
  - 2. Water-wise plants. These are to be selected from the attached lists of approved plants included in this section. If new or additional species are identified, the County may consider additions to these lists if supporting data can be provided by the applicant.
  - 3. No more than 90% of the yard in turf grasses. These are to be selected from the Approved Plant List and are species selected to require less water than normal.
  - 4. Kentucky Bluegrass is less desirable because it tends to require more water. However, it may be desirable because it is durable, will tolerate heat and cold, and will survive periods without water. Its use will be allowed only if the total area of lawn is reduced to 70% of the yard.
- 02.3 Landscaping of the Parkstrip with the Public Right of Way.
  - 1. The parkstrip adjacent to the lot is to be landscaped and maintained by the Homeowner.

2. Street trees as required by the County. These trees are specified on the Street Tree Planting Plan prepared by Ivory Homes and are consistent with the County's approved Street Tree Plant List. Plant street trees in compliance with the Street Tree Planting Plan.
3. All parkstrips shall be seeded and maintained with *Festuca longifolia* 'Serra' Serra Hard Fescue.

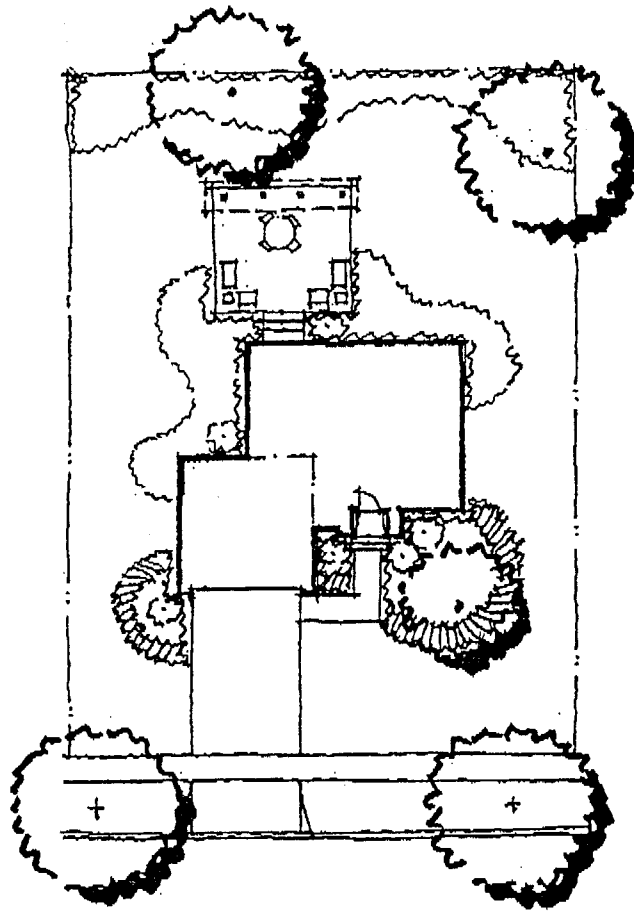
TYPICAL YARD



TABULATIONS

Lot:	8,000 S.F.
Building:	850 S.F.
Driveway:	400 S.F.
YARD:	6,750 S.F.
90 % Lawn:	6,075 S.F.
10 % Shrub Beds:	675 S.F.

TYPICAL YARD



TABULATIONS

Lot:	8,000 S.F.
Building:	850 S.F.
Driveway:	400 S.F.
YARD:	6,750 S.F.
70 % Lawn*:	4,725 S.F.
30 % Shrub Beds:	2,025 S.F.

\*Could use Kentucky Bluegrass

## 03. APPROVED PLANT LIST

## EVERGREEN TREES

BOTANICAL NAME	COMMON NAME
<i>Cedrus atlantica glauca</i>	Blue Atlas Cedar
<i>Pinus aristata</i>	Bristlecone Pine
<i>Pinus nigra</i>	Austrian Pine

## DECIDUOUS TREES

Any trees on the Approved Street List are acceptable. In addition, the following trees may be selected:

BOTANICAL NAME	COMMON NAME
<i>Acer platanoides</i>	Norway Maple
<i>Acer campestre</i>	Hedge Maple
<i>Acer ginnala</i>	Amur Maple
<i>Cercis canadensis</i>	Eastern Redbud
<i>Cotinus obovatus</i>	American Smoke Tree
<i>Corylus colurna</i>	Turkish Filbert
<i>Crataegus phaenopyrum</i>	Washington Thorn
<i>Fraxinus anomala</i>	Single-leaf Ash
<i>Fraxinus pennsylvanica</i>	Green Ash
<i>Gleditsia triacanthos inermis</i>	Thornless Honeylocust
<i>Koelreuteria paniculata</i>	Goldenrain Tree
<i>Malus species</i>	Crabapple
<i>Prunus virginiana</i>	Chokecherry
<i>Pyrus calleryana</i>	Flowering Pear
<i>Quercus gambelii</i>	Gambel Oak
<i>Quercus macrocarpa</i>	Bur Oak
<i>Robinia idahoensis</i>	Idaho Locust
<i>Sophora japonica</i>	Japanese Pagoda Tree
<i>Syringa reticulata</i>	Japanese Lilac Tree
<i>Tilia cordata</i>	Littleleaf Linden
<i>Zelkova serrata</i>	Saw-leaf Zelkova

## SHRUBS

BOTANICAL NAME	COMMON NAME
<i>Artemisia cana</i>	Silver Sage
<i>Artemisia frigida</i>	Fringed Sage
<i>Buddleia davidii</i>	Butterfly Bush
<i>Caragana arborescens</i>	Siberian Peashrub
<i>Caryopteris x. clandonensis</i>	Blue Mist Spiraea

## SHRUBS CONTINUED

<i>Cercocarpus ledifolius</i>	Little-leaf Mountain Mahogany
<i>Cotinus coggygria</i>	Smoke Tree
<i>Cotoneaster apiculata</i>	Cranberry Cotoneaster
<i>Cotoneaster dammeri</i>	Bearberry Cotoneaster
<i>Cotoneaster divaricata</i>	Spreading Cotoneaster
<i>Cotoneaster horizontalis</i>	Rock Cotoneaster
<i>Cytissus scoparius</i>	Scotch Broom
<i>Genista hispanica</i>	Spanish Broom
<i>Kerria japonica</i>	Japanese Kerria
<i>Kolkwitzia amabilis</i>	Beauty Bush
<i>Mahonia aquifolium</i>	Oregon Grape
<i>Philadelphus microphyllus</i>	Little-leaf Mockorange
<i>Physocarpus opulifolius</i>	Ninebark
<i>Pinus mugo mughus</i>	Dwarf Mugho Pine
<i>Potentilla fruticosa</i>	Shrubby Cinquefoil
<i>Prunus pumila v. besseyi</i>	Sand Cherry
<i>Rosa rugosa</i>	Rugosa Rose
<i>Rosa woodsii</i>	Woods Rose
<i>Rubus deliciosus</i>	Rocky Mountain Thimbleberry
<i>Salvia dorrii</i>	Dorr Sage
<i>Symphoricarpos alba</i>	Common Snowberry
<i>Syringa vulgaris</i>	Lilac
<i>Viburnum lantana</i>	Wayfaring Tree
<i>Viburnum rhytidophyllum</i>	Leather-leaf Viburnum

## GROUNDCOVER

BOTANICAL NAME	COMMON NAME
<i>Antnarrria</i> spp.	Pussytoes
<i>Arctostaphylos uva-ursi</i>	Kinnikinnick
<i>Cerastium tomentosum</i>	Snow-in-Summer
<i>Hypericum calycinum</i>	Creeping St. Johnswort
<i>Mahonia repens</i>	Creeping Mahonia
<i>Phlox subulata</i>	Creeping Phlox
<i>Thymus serpyllum</i>	Creeping Thyme

## PERENNIAL FLOWERS

BOTANICAL NAME	COMMON NAME
<i>Achillea tomentosa</i>	Wooly Yarrow
<i>Allium</i> spp.	Allium
<i>Aquilegia</i> spp.	Columbine

## PERENNIAL FLOWERS CONTINUED

<i>Arabis caucasica</i>	Rock Cress
<i>Armeria maritima</i>	Sea Pink
<i>Aster</i> spp.	Aster
<i>Aubrieta</i> spp.	Rock Cress
<i>Aurinia saxatilis</i>	Basket of Gold
<i>Bergenia cordifolia</i>	Bergenia
<i>Castilleja</i> spp.	Indian Paint Brush
<i>Coreopsis</i> spp.	Coreopsis
<i>Corydalis lutea</i>	Yellow Corydalis
<i>Dianthus</i> spp.	Pinks
<i>Erigeron</i> spp.	Fleabane
<i>Gaillardia</i> spp.	Blanket Flower
<i>Geranium endressii</i>	Endress Cranesbill
<i>Hemerocallis</i> spp.	Daylily
<i>Heuchera</i> spp.	Coral Bells
<i>Iberis sempervirens</i>	Evergreen Candytuft
<i>Iris</i> spp.	Bearded Iris
<i>Kniphofia uvaria</i>	Red-hot Poker
<i>Lavendula angustifolia</i>	English Lavender
<i>Limonium latifolium</i>	Sea Lavender
<i>Linum</i> spp.	Flax
<i>Papaver orientale</i>	Oriental Poppy
<i>Penstemon</i> spp.	Penstemon
<i>Salvia</i> spp.	Salvia
<i>Sempervivum tectorum</i>	Hens and Chicks
<i>Teucrium chamedrys</i>	Germander
<i>Yucca</i> spp.	Yucca
<i>Zinnia grandiflora</i>	Desert Zinnia

## ORNAMENTAL GRASSES

BOTANICAL NAME	COMMON NAME
<i>Aristida purpurea</i>	Purple Threeawn
<i>Festuca ovina glauca</i>	Blue Fescue
<i>Helictotrichon sempervirens</i>	Blue Oat Grass
<i>Miscanthus sinensis</i>	Maiden Grass
<i>Stipa comata</i>	Needle-and-Thread Grass

## VINES

BOTANICAL NAME	COMMON NAME
<i>Campsis radicans</i>	Trumpet Vine
<i>Clematis</i> spp.	Clematis
<i>Wisteria floribunda</i>	Japanese Wisteria

## TURF GRASSES

BOTANICAL NAME	COMMON NAME
<i>Bouteloua gracilis</i> 'Hachita'	Blue Grama
<i>Buchloe dactyloides</i>	Buffalo Grass
<i>Fescue</i> spp.	Fescue
<i>Lolium perenne</i>	Perennial Ryegrass*
<i>Poa pratensis</i>	Kentucky Bluegrass*
Parkstrip grass: <i>Festuca longifolia</i> 'Serra'	Serra Hard Fescue.

\* Use is subject to conditions outlined in section 02.2.4 of these Guidelines

## TOOELE COUNTY STREET TREES LIST

This list is per the County website as of the date of this document. Check the website for current information.

BOTANICAL NAME	COMMON NAME
<i>Tilia americana</i>	American Basswood
<i>Quercus muehlenbergii</i>	Chinkapin Oak
<i>Ginkgo biloba</i>	Ginkgo
<i>Celtis occidentalis</i>	Common Hackberry
<i>Quercus rubra</i>	Northern Red Oak
<i>Acer pseudoplatanus</i>	Sycamore Maple
<i>Liriodendron tulipifera</i>	Tuliptree
<i>Gymnocladus dioica</i> '	Kentucky Coffee Tree
<i>Ulmus americana</i> 'Homestead'	Homestead Elm
<i>Ulmus parvifolia</i> 'Pioneer'	Pioneer Elm
<i>Ulmus carpinifolia</i> 'Regal'	Regal Elm



#### 04. SUBMITTAL REQUIREMENTS

- 04.1. To ensure compliance with the intent of these Guidelines a Design Review Committee has been established for the Neighborhood. Each Homeowner must submit, for review and approval, the following:
1. Landscape Plan: Including all proposed improvements to the yard. These shall include, but not be limited to: Walks, patios, decks, garden structures, walls, trees, lawns, shrub and groundcover beds, vegetable gardens, garden sculpture, etc.
  2. Proposed Plant List: Should be in compliance with the Approved Plant List contained herein.
  3. Area of Yard (Square feet contained in the lot less square feet contained in the footprint of the house and driveway)
  4. Area, by percentage of the Yard, of proposed lawn.
  5. Area, by percentage of the Yard, of proposed planting beds (Shrubs, groundcover, perennial flowers, or combination thereof).
- 04.2. All Drawings submitted must be drawn to scale.
- 04.3. The Design Review Committee shall approve the submitted plan or shall deny approval giving specific reasons for denial. Denial can only be based upon violation of any of the guidelines contained herein.
- 04.4. If a submittal is denied, the applicant shall modify the plan, addressing the Committee's concerns, and make revised submittal to the Design Review Committee.