

DECLARATION OF PROTECTIVE COVENANTS

FOR

THE PRESERVE AT MAPLETON HOME OWNERS ASSOCIATION

THIS DECLARATION (this "Declaration") is made this 15TH day of December, 2006, by THE PRESERVE AT MAPLETON DEVELOPMENT COMPANY, LLC ("Declarant"), a Utah limited liability company, the owner of the following described property:

See Exhibit A, attached hereto and incorporated herein by this reference.

Containing 242.6 acres more or less.

I. PURPOSE OF COVENANTS

It is the intention of Declarant, expressed by execution of this Declaration, that the property within The Preserve at Mapleton ("The Preserve"), a subdivision situated in the City of Mapleton, Utah County, State of Utah, as described above, be developed and maintained as a highly desirable residential area. Declarant intends to sell the Property described above, and to impose on it mutual, beneficial restrictions and covenants so that the natural beauty and surroundings shall be protected insofar as possible for the benefit of all the land in the subdivision and the future owners of the Lots within the Subdivision.

THEREFORE, Declarant hereby declares that all of the Property described above was held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, conditions, and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of the Property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property and every part thereof. All of the limitations, restrictions, conditions, and covenants shall run with the Property and shall be

binding on all parties having or acquiring any right, title, or interest in the described Property or any part thereof.

II. DEFINITIONS

2.01 Association. "Association" shall mean and refer to the Utah nonprofit corporation formed under the name "The Preserve at Mapleton Home Owners Association" to manage the affairs of the Subdivision described in this Declaration, in accordance with this Declaration and the Articles of Incorporation and Bylaws attached hereto as Exhibits B and C, respectively, which Articles and Bylaws are hereby incorporated herein.

2.02 Assessment Year. "Assessment Year" shall, for purposes of this Declaration, be the calendar year.

2.03 Board. "Board" shall mean the Board of Trustees of the Association.

2.04 Building. "Building" shall mean any building constructed on the Property.

2.05 Common Areas. "Common Areas" shall mean and refer to:

- (1) The land described on Exhibit D;
- (2) That portion of the Property not specifically included in any of the Lots as herein defined; and
- (3) Those areas specifically set forth and designated in the Plat as "Common Area".

2.07 Common Expenses. "Common Expenses" shall mean and refer to all expenses of administration, maintenance, repair or replacement of the Common Areas that are incurred on a periodic basis; all items, things and sums described in this Declaration which are lawfully assessed against the Owners in accordance with the provisions of this Declaration, the Bylaws and such rules and regulations pertaining to the Subdivision as the Association may from time to

time adopt; and such other expenses incurred pursuant to the agreements lawfully made and/or entered into by the Board.

2.08 Developer. "Developer" shall mean The Preserve at Mapleton, LLC, a Utah limited liability company, together with its successors and assigns.

2.09 Lot. "Lot" shall mean one of the 92 numbered lots within the Subdivision.

2.10 Member. "Member" shall mean a member of the Association.

2.11 Owner. "Owner" shall mean the entity, person or persons, including Developer, owning a Lot in the Subdivision in fee simple and an undivided interest in the fee simple estate of the Common Area as shown in the records of the County Recorder of Utah County, Utah. The term Owner shall not mean or include a mortgagee or beneficiary or trustee under a deed of trust unless and until such a party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

2.12 Plat. "Plat" shall mean and refer to the Record of Survey Map of The Preserve at Mapleton recorded herewith by Declarant.

2.13 Property. "Property" shall mean any of the lots numbered 1 through 92 in "The Preserve at Mapleton" subdivision as described in the first paragraph of this Declaration, and as shown on Exhibit A, attached hereto.

2.15 Subdivision. "Subdivision" shall mean The Preserve at Mapleton according to the Plat recorded in the records of Utah County, State of Utah.

2.16 Utility Services. "Utility Services" shall include, but not be limited to, culinary water, sewer, garbage, electricity, telephone, gas, and trash collection.

III. HOMEOWNERS ASSOCIATION

3.01 Membership and Assessments. Every person or entity who is the record fee simple owner of a Lot, including the Developer, at all times so long as it owns all or any part of the Property that is subject to this Declaration, shall be a Member of the Association; provided, however, that any person or entity who holds such interest as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and shall not be separated from ownership of any Lot. Each Owner, including any purchaser at a judicial or other sale, hereby covenants to pay to the Association a pro-rata share of all Common Expenses, including assessments or charges, and any special assessments levied by the Association for the purpose of promoting the recreation, health, safety, and welfare of the Owners, including, without limitation, the costs and expenses related to the following:

- (1) Improvement, maintenance, and repair of the Common Areas;
- (2) Utility Services necessary for the Common Areas;
- (3) Maintenance and repair of all storm drains, irrigation, well, pump, or pump house, sanitary sewers, Common Area Park, private roads, or any easements shown on any of the Exhibits attached hereto;
- (4) Fire insurance covering the full, insurable replacement value of the Common Areas with extended coverage.
- (5) Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees, or tenants of any Owner arising out of their occupation and/or use of the Common Area. The policy limit shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association;
- (6) Acquisition of furnishings and equipment for the Common Areas as may be determined by the Association, including without limitation, all equipment, furnishings, and personnel necessary or proper for the use of the Common Area; and

- (7) Any other materials, supplies, equipment, labor, management, supervision, services (including accounting, architectural, engineering and legal), personnel, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration, or by law, or which shall be necessary or proper in the opinion of the Board for the operation of the Common Areas, for the benefit of the Owners, for the management of the Association, or for the enforcement of these restrictions.

3.02 Annual Assessments. The annual assessment, excluding any special assessments for capital improvements or major repairs, shall initially be \$3,600.00 per lot, per annum. The Board shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association. The decision of the Board with regard to such assessments shall be final and binding upon all Members. By the vote of two-thirds of the members of the Board, the amount of the assessments may be increased or decreased herein as set forth above. All regular and special assessments shall be at a uniform rate for each Lot; provided, however, that the portion of the regular assessment that is attributable to the water system may be apportioned based on the square footage of each Lot.

In the case of regular and special assessments, the Board shall fix the date of commencement, and the amount of the assessment against each Lot to be assessed at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by the Owners. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof. The Association shall, on demand, and for a reasonable charge, furnish to the Owner

liable for such assessment, a certificate in writing signed by an officer of the Association, setting forth whether an assessment has been paid. Such certificate shall be conclusive evidence of the payment or assessment therein stated to have been paid.

3.03 Special Assessments. In addition to the annual assessments described in Section 3.02, the Association may levy, in any Assessment Year, a specific assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, or expected repairs or replacement of a capital improvement as approved by the Board, including the necessary fixtures and the personal property related thereto, provided that any such assessment shall have the prior approval of not less than two-thirds of the Members, which vote shall be pursuant to the Bylaws and the provisions of the Utah Nonprofit Corporation and Co-Operative Association Act.

3.04 Exterior Maintenance Assessments Against Individual Lot Owners. In addition to the maintenance of the Common Areas, the Association may provide maintenance to any Lot, when such maintenance is deemed necessary by a majority vote of the Board to preserve the beauty, quality, and value of the Subdivision. Such maintenance may include paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces, and yard cleanup and/or maintenance. Similarly, one year after an Owner has occupied a residence built on a Lot, if the Owner has not landscaped the Lot, the Association may, but shall not be required to, provide landscaping for such Lot. Notwithstanding the foregoing, the Board must provide the Owner of a Lot with ten (10) days written notice prior to providing such maintenance or landscaping. Such notice shall specify the nature and cost of such maintenance or landscaping. The cost of such maintenance or landscaping shall be assessed against the Lot(s) for which such maintenance or

landscaping is performed, or, in the case of maintenance, the Lot which, in the opinion of the Board, is benefited by such maintenance. The assessment for maintenance shall be apportioned to the Lots involved in a manner determined to be appropriate by the Board. If no allocation is made, the assessment for maintenance shall be assessed against all of the Lots in the affected area. The exterior maintenance assessment shall not be considered a part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Lot(s) and the personal obligation of the Owner(s) and shall become due and payable in all respects, together with interest, reasonable attorneys fees and the cost of collection, as provided for the other assessments of the Association and shall be subordinate to mortgage liens as provided.

For the purpose of performing the maintenance or landscaping authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot(s) or the exterior of any improvements thereon, at reasonable hours during any day except Sunday, except in the case of an emergency, in which case a Sunday entry would be permissible.

3.05 Procedure for Levying Assessments. The assessments for which provisions are herein made shall commence on the first day of the month, or as fixed by the Board to be the Date of Commencement. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due date of any assessment shall be fixed by a resolution of the Board authorizing such assessments; and any such assessments shall be payable in advance in monthly, quarterly, semi-annual, or annual installments, as determined by the Board.

3.06 Penalty for Non-Payment. If any assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board, the assessment shall bear interest from the date of delinquency at a rate of fifteen percent (15%) per annum, and the Association may, at any time thereafter, bring action to foreclose the lien against the Lot(s) in like manner of a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Owner(s) and there shall be added to that amount of such assessment, costs of any such action(s), (including reasonable attorneys fees and filing fees). Such assessment shall become a continuing lien on the Lot(s) against which such assessment is made and shall bind such Lot(s) in the hands of the Owner(s), his heirs, devisees, personal representatives, successors and assigns, and shall also be a continuing personal obligation of the Owner(s) against whom the assessment is levied. In the event judgment is obtained, such judgment shall include interest on the assessment, together with reasonable attorneys fees and all costs of the court action or any appeal thereof.

A lien to enforce the assessment for which provision is herein made, as well as any other provision of any Article of this Declaration, shall be subject to the lien of any first mortgage to a bank, life insurance company, federal or state savings and loan association, real estate investment trust or other lending entity. Such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such a mortgage. No such sale or transfer or proceeding of foreclosure shall relieve any Lot(s) from liability or assessment thereafter becoming due or from the lien of any subsequent assessment. The written opinion of the Developer or the Association that the lien is subordinate to the mortgage shall be dispositive of any question of subordination.

IV. MEMBERSHIP AND VOTING RIGHTS

4.01 Membership. Every Owner is a Member of the Association. The term "Owner" includes contract purchasers but does not include persons who hold an interest merely as security for the performance of an obligation unless and until title is acquired by foreclosure or similar proceedings. Membership is appurtenant to and may not be separated from Lot ownership. Membership in the Association automatically transfers upon transfer of title by the record Owner to another person or entity.

4.02 Qualification for Membership. No person, persons, entity or entities shall exercise the rights of Membership until satisfactory proof has been furnished to the secretary of the Association of qualification as a Member, or nominee of a Member. Such proof may consist of a copy of a duly executed and acknowledged warranty deed or title insurance policy showing said person, persons, entity or entities, or the person nominating him qualified in accordance therewith, in which event said deed or title insurance policy shall be deemed conclusive evidence in the absence of a conflicting claim based upon a later deed or title insurance policy.

4.03 Suspension of Membership. The rights of Members are subject to the payment of annual and special assessments levied by the Association. If a Member fails to make payment of any annual or special assessment levied by the Association within thirty (30) days after the same shall become due and payable, the voting rights of such Member may be suspended by the Board until such assessment has been paid. Rights of a Member may also be suspended for violation of any of the use restrictions. Rights of a Member also may be suspended after notice and hearing, for infraction of any of the published rules and regulations governing the use of the services,

facilities or equipment of the Association, as such rules and regulations are established by the Board. Such suspension shall be for a period not to exceed sixty (60) days.

4.04 Voting Rights. The Association has two classes of voting membership:

- (1) **Class A:** Class A members are all Members other than the Developer. Class A Members are entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the group of such persons shall be counted as one Member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. If such co-owners are unable to unanimously agree as to how to vote, such Lot shall not be entitled to vote on such matter. A vote cast at any Association meeting by any of such co-owners, whether in person or by proxy, is conclusively presumed to be the vote attributable to the Lot concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-owner of the same Lot. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.
- (2) **Class B:** The Class B member is the Developer. The Class B member is entitled to five (5) votes for each Lot owned. The Class B membership will be eliminated when the Developer sells his last Lot in the Subdivision. Note: This provision relating to classes of membership in the Association is not subject to modification, repeal, or amendment without the express written consent of Declarant and Developer.

V. ARCHITECTURAL CONTROL BY THE DESIGN REVIEW COMMITTEE

5.01 Architectural Control. No improvement or structure of any kind including, without limitation, any building, fence, well, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvements shall be commenced, erected, placed, or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, the

specifications and location of same shall be submitted to, and approved in writing, by the Association. All plans and specifications shall be evaluated as to the harmony of the external design and locations in relation to the surrounding structures and topography and as to conformance with the architectural plan and design guidelines of the Association as may from time to time be made and amended by the Association.

5.02 Design Review Committee. The architectural review and control functions of the Association shall be administered and performed by the Design Review Committee (the "DRC"), which shall consist of three members, who need not be Members of the Association. The Developer shall have the right to appoint, at its sole discretion, all or some of the members of the DRC, as long as it owns at least one Lot. Members of the DRC as to whom Developer may relinquish the right to appoint, and all members of the DRC after Developer no longer owns at least one Lot, shall be appointed by and shall serve at the pleasure of the Board. The majority of the DRC shall constitute a quorum to transact business at any meeting and the action of a majority present at a meeting at which the quorum is present shall constitute the action of the DRC. Any vacancy occurring on the DRC because of death, resignation, or other termination of service of any member thereof shall be filled by the Board, if the member whose service was terminated was originally appointed by the Board. Otherwise, the Developer shall fill any vacancy created by death, resignation, removal or other termination of service of any member of the DRC.

5.03 Powers of DRC. The DRC shall have the following powers and duties:

- (1) To recommend to the Board, from time to time, modifications and/or amendments to the Design Guidelines. Any modification or amendment to the Design Guidelines shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the members of the Board, at a meeting at which a quorum is present and voting. Notice of any modification or

amendment to the Design Guidelines, including a verbatim copy of such modification or amendment, shall be delivered to each Member of the Association, provided that delivery to each Member of the Association of the notice and a copy shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

- (2) To require that each Owner submit to the DRC two complete sets of all plans and specifications for any improvements or structures of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, deck to a building, landscaping device, or other improvement, the construction or placement of which is proposed upon any Lot. The DRC shall also require each Owner to submit to the DRC samples of building materials proposed for use on any Lot, together with such additional information as may be necessary for the DRC to completely evaluate the proposed structural improvements in accordance with the Design Guidelines as specified in the Design Guidelines and in Article VI of this Declaration.
- (3) To approve or disapprove any structure of any kind, including, without limitation, buildings, walls, swimming pools, tennis courts, screened enclosures, sewers, drains, disposal systems, decks, landscape devices or objects, or other improvements or changes in modification thereto the construction, erection, performance or placement of which is imposed upon any Lot and to disapprove or approve any additions, changes, modifications, or alterations therein or thereon. All decisions of the DRC shall be submitted to the Board, and evidence of such decisions may be made by certificate, in recordable form, executed under seal by the president or the vice president of the Association. Any party disagreeing with the DRC shall have the right to make a written request to the Board within thirty days of such a decision, for a review thereof. The determination of the Board shall in all events be dispositive.
- (4) To adopt a schedule of reasonable fees for processing requests for DRC approval of improvements. Such fees shall be payable to the Association, in cash or certified funds, at the time the plans and specifications are submitted to the DRC.

VI. DESIGN GUIDELINES AND GENERAL RESTRICTIONS

6.01 Design Guidelines. The Design Guidelines for the Preserve shall be as set forth in the Design Guidelines for The Preserve at Mapleton, a true and correct copy of which is attached hereto as Exhibit E.

6.02 Landscaping and Building Type. No Lot shall be used except for residential purposes.

6.03 Easements. Easements for the installation and maintenance of trails, utilities and drainage are reserved as shown on the Plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation, maintenance, and use of the trails or utilities or which may change the direction of flow of drainage channels in the easement or which may obstruct or retard the flow of water through the drainage channel easements. The easement area of each Lot and all improvements on it shall be maintained continuously by the Owner of the Lot, except for 1) the improvements for which a public authority or public utility company is responsible and 2) the trails and other Common Areas for which the Association is responsible.

6.04 Nuisances. No offensive activity shall be performed or permitted upon any Lot, nor shall anything be done thereon which may be or may become a nuisance to the Subdivision, including emission of odors, sounds, or hazards.

6.05 No Temporary Building. No tents, trailers, vans, shacks, barns, or other out buildings, tanks, temporary or accessory building or structures shall be erected or be permitted to remain on any Lot or Common Area without the written consent of the Developer, or the Board after the Developer has conveyed the last Lot which the Developer owns in the Subdivision.

6.06 Signs. No sign of any kind shall be displayed to public view on any Lot or Common Area, except the following: The Developer or the sales agent for the Developer, may place one professional sign on any Lot or Lots advertising the Lot or Lots for sale. Thereafter, homeowners may display one professional directional sign at the entrance of the Subdivision and

one sign on the Lot advertising the Lot or home for sale. Such sign shall be no larger than is permitted by the City of Mapleton signage ordinance. The size and design of all signs shall be subject to approval by the DRC.

6.07 Oil Drilling Operations. No oil drilling operation, quarrying, or mining operation shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, excavations or shafts be permitted in or upon any Lot. No derrick or other structure designated for use involved drilling for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

6.08 Sewage Disposal. No sewage disposal system shall be permitted on any Lot.

6.09 Rubbish, Trash, and Garbage. No rubbish, trash, or garbage or any other waste materials shall be kept or permitted on any Lot or any Common Areas, except in sanitary containers located in the appropriate areas and concealed from public view.

6.10 Fences, Hedges, and Walls. While the DRC may impose stricter guidelines, no fences, hedges, walls or other dividing devices over four feet in height (measured from the ground on which they stand) shall be maintained on any Lot unless approved prior to the construction thereof by the DRC. The DRC shall not approve construction of any chain-link or cyclone-type fence.

6.11 Common Areas. Nothing shall be altered in, constructed on, or moved from any of the Common Areas unless approved in advance, by the Board.

6.12 Weeds, Underbrush. No weeds, underbrush or undergrowth or other unsightly growth will be allowed to remain upon any Lot or any Common Areas, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that an Owner fails or refuses to keep his Lot free from any weeds, underbrush, or refuge

piles, or other unsightly growths or objects, the Association may enter upon said Lot and remove the same at the expense of the Owner (pursuant to Section 3.04) and such entry shall not be deemed a trespass. It is specifically forbidden to remove any tree from any Lot or from the Common Areas without the permission of the DRC. Any Owner who removes a tree in violation of this policy may be assessed the cost of replacing that tree, and a penalty as deemed appropriate by the Board.

6.13 General Contractor Approval. The DRC may designate one or more preferred builders for The Preserve. If an Owner of any Lot desires to employ the services of a building contractor other than a preferred builder, the Owner shall submit to the DRC an application for contractor approval on a form to be provided by the DRC. Only building contractors who meet criteria established by the DRC shall be permitted to serve as general contractors for construction within The Preserve.

VII. ENFORCEMENT AND REMEDIES

7.01 Proceedings for Enforcement. The obligations, provisions, covenants, restrictions, or conditions contained in this Declaration or any supplemental or amended declarations, with respect to the Association or the Lots, shall be enforced by Declarant or by any Owner of a Lot by a proceeding for a prohibitive or mandatory injunction. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or other supplemental declaration with respect to a person, entity, or property other than the Association or Declarant shall be enforced by the Declarant or the Association by a proceeding for mandatory injunction or a suit or action to recover damages or to recover any amount due or unpaid. If court proceedings are instituted in connection with this Declaration pursuant to the

rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover costs and expenses in connection herewith, including reasonable attorneys fees.

7.02 Priority of First Mortgage or Deed of Trust. No violation or breach of any provision, restriction, covenant, or condition contained in this Declaration or any supplemental or amended declaration and no action to enforce the same shall defeat, render invalid, or impair the lien of any mortgage or deed of trust taken in good faith and for value and perfected by recording prior to the time of recording of an instrument giving notice of such violation or breach, against the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such mortgages or deed of trust. Any such purchaser shall, however, take subject to this Declaration or any supplemental or amended declarations except only that violations or breaches that occur prior to such foreclosure shall not be deemed breaches or violations hereof with respect to such purchaser, his heirs, personal representatives, successors, and assigns unless such violations or breaches continue thereafter.

7.03 Exculpation. Neither Declarant, the Association, the Board, the DRC, or any member, agent, or employee of the same shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

VIII. NECESSARY EXEMPTIONS FOR DEVELOPMENT

8.01 Exemption for Developer. Developer or the transferees of Developer shall undertake the work of developing all Lots. The completion of that work and the sale, rent, or other disposition of residential units is essential to the establishment and welfare of the

Subdivision as an ongoing residential community. In order that such work may be completed and the Subdivision established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent the Developer, Developer's transferees, or their respective employees, contractors, or sub-contractors from doing whatever they determine to be reasonably necessary or advisable for the completion of the work in the establishment of the Subdivision as a residential community, and the disposition of the Lots by sale, lease, or otherwise. The respective Owners, upon commencement of construction of any residence, dwelling unit or other structure which is not prohibited by the Declaration, shall pursue the performance of any construction diligently and continuously until the construction of the structure involved is complete.

8.02 Right of First Refusal. So long as Developer owns at least one Lot, no Lot or interest in any Lot, upon which a single family residence has not been constructed, shall be sold or transferred unless and until the Owner of such Lot shall have first offered to sell such Lot(s) to Developer and Developer has waived in writing its right to purchase the said Lot. Any Owner intending to make a bona fide sale of his Lot or any interest therein shall give the Developer notice of such intention, together with a fully executed copy of the proposed contract of sale (the proposed contract). Within thirty days of receipt of such notice and information, the Developer shall either exercise, or waive exercise of, its right of first refusal. If Developer elects to exercise its right of first refusal, it shall, not more than thirty days after receipt of such notice and information, deliver to the Owner an agreement to purchase the Lot upon the following terms:

a. The price to be paid, and the terms of payment shall be as stated in the proposed contract; and

b. The sale shall be closed within thirty days after delivery or making of the Developer's agreement to purchase.

8.03 Certificate of Waiver of Right of First Refusal. If Developer shall elect to waive its right of first refusal, or shall fail to exercise its right within thirty days after receipt of the proposed contract, Developer's waiver shall be evidenced by a certificate executed by the Developer in recordable form which shall be delivered to the proposed contract purchaser and shall be recorded in the public records of Utah County, State of Utah.

8.04 Sale in Violation of Right of First Refusal is Void. Any sale of a lot, or any interest therein, upon which a single family residence has not been constructed, without notice to the Developer and waiver of Developer's right or first refusal as aforesaid, shall be void.

8.05 Lenders Exempt from Right of First Refusal. This article does not apply to a transfer or sale by any bank, life insurance company, federal or state savings and loan, real estate investment trust or other lending institution which acquires its title as a result of owning a mortgage on the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall this article apply to a sale by any such institution which so acquires title. Neither shall this article require the waiver by Developer as to any transfer of title to a Lot at a duly advertised public sale with open bidding which is provided by law, including, but not limited to, execution sale, a foreclosure sale, judicial sale, or tax sale.

IX. DURATION AND REMEDIES FOR VIOLATION

9.01 Covenants to Run with Land. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the

Developer, the Association, or the Owner of any Lot, their respective legal representatives, heirs, successors, and assigns, for a term of fifty years (50) from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten years unless an instrument signed by the then Owners holding not less than two-thirds of the voting interest, as Section 4.04, has been recorded agreeing to change or terminate such covenants and restrictions in whole or part.

9.02 Enforcement. Violation or breach of any condition, covenant, or restriction herein contained shall give the Developer and/or the Association and/or the Owners, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants, or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the Lot which is the source of the violation or breach, if such proceedings result in a finding that such Owner was in violation of said covenants and restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by the Developer and/or the Association for seeking such enforcement.

9.03 Owners' Responsibility to Maintain. Notwithstanding any other provision of this Declaration, each Owner, at his sole cost and expense, shall maintain and repair his residence, keeping the same in condition comparable to the condition of such residences at the time of the initial construction.

X. MISCELLANEOUS

10.01 Notices. Any notices required to be sent to any Owners under this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of

the person that appears as an Owner on the records of the Association at the time of such mailing.

10.02 Severability. Invalidity of any one of more of these covenants or restrictions by judgment or court order shall in no way affect any of the provisions which shall remain in full force and affect.

10.03 Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds of the voting interest, as defined in Section 4.04, provided that so long as the Developer is an Owner of any Lot or any Property affected by this Declaration, or amendment thereto, or as long as the Developer has the right to appoint a member of the Board, no amendment will be effective without Developer's express written joinder and consent. Provided further, any amendment which affects the surface water management system, including the water management portions of the Common Areas must have the prior approval of the City of Mapleton.

10.04 Other Principles of Construction. Words in any gender include the other genders; the singular includes the plural and vice versa; "person" means a legal entity, including, without limitation, a natural person, a corporation, a partnership, a trust and an association; and the table of contents, headings and underlined paragraph titles are for guidance only and shall have no significance in the interpretation of this Declaration.

10.05 Waiver. No failure to exercise, delay in exercising or single or partial exercise of any right, power or remedy by any party hereto shall constitute a waiver thereof or shall preclude any other or further exercise of the same or any other right, power or remedy.

EXHIBITS

Exhibit A	Property Legal Description
Exhibit B	Articles of Incorporation
Exhibit C	Bylaws
Exhibit D	Common Areas
Exhibit E	Design Guidelines

OVERALL BOUNDARY
THE PRESERVE AT MAPLETON

April 23, 2007

Beginning at a point which is South 89°18'20" West along the Section line 141.18 feet and South 0.99 feet from the Northeast corner of Section 23, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence along the Mapleton City Open Space property the following ten (10) calls: South 07°57'21" West 227.12 feet; South 42°39'03" West 275.80 feet; South 29°54'24" East 98.09 feet; North 84°48'35" East 86.43 feet; South 37°19'35" East 25.81 feet; South 02°41'47" East 83.17 feet; South 38°10'48" West 34.81 feet; South 59°23'26" West 86.38 feet; South 23°13'14" West 377.26 feet; South 25°52'40" West 350.67 feet; thence leaving said property line South 89°14'04" West 712.70 feet; thence South 00°46'44" East 1147.27 feet to the Mapleton City Open Space property line; thence along said property line the following nine (9) calls: South 31°29'29" West 21.60 feet; South 18°35'25" West 174.22 feet; South 47°01'13" West 505.47 feet; South 25°14'50" West 236.19 feet; South 85°12'51" West 57.51 feet; South 37°39'42" West 263.40 feet; South 36°00'27" West 214.39 feet; South 38°54'40" West 370.46 feet; South 42°48'14" West 389.47 feet to the Quarter Section line; thence North 00°09'43" East along said Quarter Section line 136.79 feet to the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 23; thence South 89°20'35" West along the 1/16 Section line 1307.23 feet to the Northwest corner of the Southeast Quarter of the Southwest Quarter of said Section 23; thence North 00°01'54" West along the 1/16 Section line 1339.39 feet to the Boundary Agreement line recorded as Entry No. 149120:2005 and 112:2006 with the Utah County Recorder's Office; thence South 89°49'15" East along said Boundary Agreement line 626.02 feet; North 01°30'46" East along said boundary agreement line and its line extended 531.90 feet to a point of curvature on the Northwesterly line of a 50.00 foot wide right of way of the Mapleton Lateral Canal; thence along said right of way line and along the arc of a 543.14 foot radius curve to the right 15.13 feet through a central angle of 01°32'56", the chord of which bears South 59°27'07" West 15.13 feet; thence North 29°45'00" West 20.00 feet to a point of curvature on the Northerly line of a 80.00 foot wide right of way of said Mapleton Lateral Canal; thence along said right of way line the following eight (8) calls: along the arc of a 523.14 foot radius curve to the right 216.09 feet through a central angle of 23°40'00", the chord of which bears South 72°05'00" West 214.56 feet; South 83°55'00" West 155.34 feet to a point of curvature; along the arc of a 427.68 foot radius curve to the right 349.35 feet through a central angle of 46°48'00", the chord of which bears North 72°41'00" 339.70; North 49°17'00" West 8.09 feet to a point of curvature; along the arc of a 241.12 foot radius curve to the left 202.56 feet through a central angle of 48°08'00", the chord of which bears North 73°21'00" West 196.66 feet; South 82°35'00" West 386.40 feet; West 524.78 feet to a point of curvature; along the arc of a 193.42 foot radius curve to the left 168.62 feet through a central angle of 49°56'54", the chord of which bears North 64°14'32" West 163.33 feet to the west section line of said Section 23; thence leaving said canal right of way line North 00°18'56" West along said Section line 295.17 feet; thence South 88°29'52" East 660.49 feet to a found rebar and cap stamped with D. Coles No. 3269; thence North 01°34'16" West 435.80 feet to another found rebar and cap stamped with D. Coles No. 3269; thence North 79°12'02" East along a fence line 26.21 feet; thence North 87°57'35" East along a fence line 646.20 feet; thence North 00°21'07" West 251.46 feet; thence South 89°34'11" West 334.92 feet; thence North 00°00'02" East 1047.90 feet; thence North 89°59'58" East 329.90 feet; thence North 55°08'44" East 7.08 feet; thence North 89°59'58" East 327.92 feet; thence South 00°14'20" East 641.43 feet; thence North 89°10'09" East 15.37 feet; thence South 00°00'02" West 129.37 feet; thence North 89°22'35" East 205.64 feet; thence North 00°37'24" West 129.38

feet; thence North 89°28'34" East 108.88 feet; thence North 89°14'05" East 330.13 feet; thence North 89°30'40" East 165.35 feet; thence South 89°51'55" East 127.34 feet; thence North 87°30'29" East 39.96 feet; thence South 03°20'43" East 67.50 feet; thence South 01°58'48" West 134.54 feet; thence South 00°31'42" East 215.57 feet; thence South 00°50'56" East 239.52 feet; thence South 21°46'46" West 10.24 feet; thence East 56.74 feet to the Southeasterly line of the Mapleton Lateral Canal; thence along the said line of said Mapleton Lateral Canal the following nine (9) calls: North 15°11'00" East 57.44 feet to a point of curvature; along the arc of a 271.57 foot radius curve to the right 195.91 feet through a central angle of 41°20'00", the chord of which bears North 35°51'00" East 191.69 feet; North 56°31'00" East 314.98 feet to a point of curvature; along the arc of a 301.57 foot radius curve to the left 301.57 feet through a central angle of 40°44'00", the chord of which bears North 36°09'00" East 209.91 feet; North 15°47'00" East 530.69 feet to a point of curvature; along the arc of a 80.54 foot radius curve to the right 46.39 feet through a central angle of 33°00'00", the chord of which bears North 32°17'00" East 45.75 feet; North 48°47'00" East 55.43 feet to a point of curvature; along the arc of a 731.34 foot radius curve to the left 99.56 feet through a central angle of 07°48'00", the chord of which bears North 44°53'00" East 99.49 feet; North 40°59'00" East 194.00 feet; thence leaving said canal line East 63.67 feet; thence South 00°27'22" East 44.70 feet; thence North 89°23'48" East 212.13 feet; thence South 89°27'24" East 64.83 feet; thence North 00°44'56" West 21.24 feet; thence North 89°05'14" East 1201.01 feet to the point of beginning.

Area = 242.696 Acres

Mapleton Lateral Canal

Less and Excepting from the above

Overall Description

Beginning at a point on the Southeasterly line of the 80.00 foot wide right of way of the Mapleton Lateral Canal which point is North 00°18'56" West along the Section line and 1952.63 feet East from the West Quarter corner of Section 23, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence North 01°30'46" East 70.00 feet to the Northwesterly line of the 50.00 foot wide right of way of said Mapleton Lateral Canal; thence along said Northwesterly line of said Canal the following five (5) calls: along the arc of a 543.14 foot radius curve to the left 177.62 feet through a central angle of 18°44'14", the chord of which bears North 49°17'07" East 176.83 feet; North 39°55'00" East 758.05 feet to a point of curvature; along the arc of a 328.17 foot radius curve to the left 71.98 feet through a central angle of 12°34'00", the chord of which bears North 33°38'00" East 71.83 feet to the transition point to the 40.00 foot wide right of way of said Mapleton Lateral Canal; South 62°39'00" East 5.00 feet to the northwesterly line of said 40.00 foot wide right of way; along the arc of a 333.17 foot radius curve to the left 70.75 feet through a central angle of 12°10'00", the chord of which bears North 21°16'00" East 70.62 feet; North 15°11'00" East 37.46 feet; thence leaving said Northwesterly line East 41.45 feet to the Southeasterly line of said 40.00 foot right of way; thence along said Southeasterly line the following eight (8) calls: South 15°11'00" West 48.32 feet to a point of curvature; along the arc of a 373.17 foot radius curve to the right 79.24 feet through a central angle of 12°10'00", the chord of which bears South 21°16'00" West 79.09 feet to a point of transition to a 50.00 foot wide right of way of said canal; South 62°39'00" East 5.00 to the Southeasterly line of the 50.00 foot wide right of way line; along the arc of a 378.17 foot radius curve to the right 82.94 feet through a central angle of 12°34'00", the chord of which bears South 33°38'00" West 82.78 feet; South 39°55'00" West 758.05 feet to a point of curvature; along the arc of a 593.14 foot radius curve to the right 210.50 feet through a central angle of 20°20'00", the chord of which bears South

50°04'50" West 209.40 feet to a point of transition to a 80.00 foot wide right of way line of said canal; South 29°45'00" East 10.00 feet to the Southeasterly line of the 80.00 foot wide right of way; along the arc of a 603.14 foot radius curve to the right 21.20 feet through a central angle of 02°00'52", the chord of which bears South 61°17'03" West 21.20 feet to the point of beginning.

Area = 1.303 Acres

EXHIBIT B

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ARTICLES OF INCORPORATION OF THE PRESERVE AT MAPLETON HOMEOWNERS ASSOCIATION, INC.

WE, the undersigned persons, acting as Incorporators of a non-profit corporation under the Utah Non-Profit and Cooperative Association Act, adopt the following Articles of Incorporation for such Corporation which shall have perpetual life.

ARTICLE I NAME, PLACE OF BUSINESS AND REGISTERED AGENT

The name of the Corporation is THE PRESERVE AT MAPLETON HOMEOWNERS ASSOCIATION, INC. The initial principal office is at 407 N. Main Street, Springville, Utah 84663. The name of the registered agent at that address is Nathan Simpson.

ARTICLE II PURPOSES

This Corporation is organized as a non-profit corporation is to engage in any lawful act for which a nonprofit corporation may be organized under the the Utah Revised Nonprofit Corporation Act. The general nature of the business shall include to operate a civic organization for the good of all lot owners, to provide care and maintenance of the general landscaping, to provide enforcement of these Articles, By-laws and Covenants, Conditions & Restrictions and to raise money to accomplish these purposes.

ARTICLE III MEMBERSHIP AND CAPITAL STOCK

The Association shall issue shares of stock evidencing membership in the Association. The aggregate number of shares to be issued shall be One Hundred (100). The Association has two classes of voting membership:

- (1) **Class A:** Class A members are all Owners of Lots other than the Developer, as defined in the Declaration of Covenants, Conditions & Restrictions for The Preserve at Mapleton. Class A Members are entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the group of such persons shall be counted as one Member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. If such co-owners are unable to unanimously agree as to how to vote, such Lot shall not be entitled to vote on such matter. A vote cast at any

Association meeting by any of such co-owners, whether in person or by proxy, is conclusively presumed to be the vote attributable to the Lot concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-owner of the same Lot. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

- (2) **Class B:** The Class B member is the Developer. The Class B members is entitled to five (5) votes for each Lot owned. The Class B membership will be eliminated when the Developer no longer owns a Lot in the Property described in the CC&Rs.

Every person who is a record fee owner in any lot that is subject to the Declaration of Covenants, Conditions & Restrictions for The Preserve at Mapleton, shall automatically be members of the Corporation. Membership shall be appurtenant to, and not separated from ownership of any such lot or other assessable portion of the property, and such ownership shall be the sole qualification for membership. In the event of a resubdivision of any lot the added record owners shall become automatic members of this Corporation and subject to the same monthly dues as any other member.

ARTICLE IV BOARD OF TRUSTEES

The Corporation shall be managed by a governing Board of Trustees, consisting of not less than three (3) trustees. The number of trustees may be increased or decreased from time to time by amendment of the by-laws. Any vacancy occurring in the board of trustees may be filled by the affirmative vote of a majority of the remaining trustees though less than a quorum of the Board.

ARTICLE V MEETING

There shall be an annual meeting of the Corporation during the month of May, unless otherwise ordered by the Board of Trustees, to elect trustees and to transact other business. Notice shall be mailed to each member at least ten (10) days before the time appointed for the meeting. A majority of the members of this Corporation, when present either in person or by proxy, at any meeting, shall constitute a quorum. Special meetings of the members may be called by the President, the Board of Trustees, or by the members who have the right to cast one-third of the votes entitled to be cast at a meeting of the members.

**ARTICLE VI
INITIAL TRUSTEES**

The names and street addresses of the persons who are to serve as the initial trustees are as follows:

David R. Simpson, 407 North Main, Springville, Utah 84663

Nathan Simpson, 407 North Main, Springville, Utah 84663

Kenneth Doleszar, _____, Springville, Utah 84663

**ARTICLE VII
OFFICERS**

The officers of the Corporation shall be a president, one or more vice-presidents, a secretary and a treasurer. The officers shall be appointed by the Board of Trustees.

**ARTICLE VIII
INCORPORATORS**

The name and street address of each Incorporator is as follows:

THE PRESERVE AT MAPLETON DEVLEOPMENT COMPANY, LLC, 407 North Main, Springville, Utah 84663

**ARTICLE IX
ASSESSMENTS**

All outstanding memberships of the Corporation are hereby made assessable and the Board of Trustees of such Corporation for the purpose of paying expenses, conducting the business of the Corporation, or paying the debts of the Corporation, may levy and collect assessments upon the outstanding memberships of the Corporation in the manner and form and to the extent provided by the laws of the State of Utah. There shall be annual dues required for membership in the Corporation which shall be determined by the vote of the members of the Corporation. Dues may vary from year to year, but dues shall be the same for all members, and shall be originally established at the rate of Three Hundred Dollars (\$300.00) per month payable beginning the first day of the month.

**ARTICLE X
DISTRIBUTION OF PROPERTY ON DISSOLUTION**

In the event of dissolution of this Corporation its property shall be distributed to a tax exempt foundation, or other non-profit and tax exempt corporation and no part or interest thereof shall be distributed to any member of the Corporation.

**ARTICLE XI
BY-LAWS**

By-laws will be hereafter adopted by the membership and shall be amended in a manner prescribed therein, and shall be binding on all members.

**ARTICLE XII
FIRST LIEN**

The dues and assessments as specified in Article IX above shall become delinquent within fifteen (15) days after the first of each month and if the dues are not paid within that time then the unpaid dues shall accrue as a lien against the real property of the delinquent landowner. The Corporation shall have all rights, powers and authorities in law and equity to foreclose said lien pursuant to the Foreclosures Statutes of the State of Utah to enforce the payment of the dues established herein, and shall be allowed to recover their reasonable attorney's fees from the delinquent member.

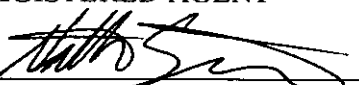
IN WITNESS WHERE OF, we the original undersigned Incorporators, hereinabove named, have hereunto set our hands this 25th day of April, 2007.

INCORPORATOR

THE PRESERVE AT MAPLETON
DEVELOPMENT COMPANY, LLC


By: Nathan R. Simpson, Manager

REGISTERED AGENT


Nathan Simpson

BY-LAWS

THE PRESERVE AT MAPLETON HOMEOWNERS' ASSOCIATION

ARTICLE I NAME AND LOCATION

The name of the Corporation is The Preserve at Mapleton Homeowners Association, hereinafter referred to as the "Association." The principal office of the Association shall be located at 407 North Main Street, Springville, Utah 84663, but meetings of members and directors may be held at such places within the State of Utah as may be designated by the Board of Directors.

ARTICLE II DEFINITIONS

Section 1. "Association" shall mean and refer to The Preserve at Mapleton Homeowners Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property in Utah County (the "County") described in the Declaration of Covenants, Conditions and Restrictions referred to in Article II, Section 7 hereof and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned, leased or licensed by the Association for the common use, benefit and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land subject to assessment by the Association, and shown upon any recorded subdivision map or plat of the Properties, with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple or leasehold title to any Lot which is a part of the Properties, including contract sellers, but excluding ground rent owners and those having such interest merely as security for the performance of an obligation or payment of a debt.

Section 6. "Declarant" shall mean and refer to The Preserve at Mapleton Development Company, LLC. and any successors or assigns thereof to whom it shall expressly (i) convey or otherwise transfer all of its right, title and interest in the Properties, or the last thereof as an entirety, without reservation of any kind; or (ii) transfer, set over or assign all its right, title and interest under the Declaration, or any amendment or modifications thereto.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties and heretofore recorded in the office of

the Utah County Recorder and any additions, amendments or modifications thereto.

Section 8. "Member" or "Members" shall mean and refer to those persons entitled to membership in the Association, as provided in the Declaration.

Section 9. Any other terms used herein shall have the meanings given to them in the Declaration.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at a time and place within the State of Utah selected by the Board of Directors of the Association. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following that is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are (i) entitled to vote one-fourth (1/4) of all of the votes of the Class A membership, or (ii) entitled to vote one-fourth (1/4) of all of the votes of the Class B membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days but not more than sixty (60) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members or of proxies entitled to cast one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, these By-Laws or applicable law. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed initially by a Board of three (3) directors, who need not be members of the Association. A majority of the entire Board of Directors is authorized to increase the number of Directors to a maximum of nine (9).

Section 2. Term of Office. From and after the first annual meeting of the Members, the term of office of the directors shall be staggered. At the first annual meeting the Members shall elect one third (1/3) of the directors for a term of one (1) year, one-third (1/3) of the directors for a term of two (2) years, and one-third (1/3) of the directors for a term of three (3) years; and at each annual meeting thereafter the Members shall elect one-third (1/3) of the total number of directors for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his or her successors shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation. No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of his or her duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take under Utah law at a closed meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a closed meeting of the directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the President of the Association prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies. Nominations may be made from among Members or non-members of the Association.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons

receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day that is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWERS, RIGHTS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

a. adopt and publish rules and regulations governing the use of the Common Area, including any improvements and amenities located thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

b. suspend the voting rights and right to use of any recreational facilities located on any Common Area of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations or any provisions of the Declaration;

c. exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

d. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

e. employ a manager, independent contractor, or such other individuals, entities or employees as they deem necessary and to prescribe their duties.

Section 2. Specific Right of Inspection of The Board of Directors. Every Director of the Association will have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The foregoing right of inspection includes a right to make extracts and copies of documents.

Section 3. Duties. It shall be the duty of the Board of Directors to:

- a. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such a statement is requested in writing by one-fourth (1/4) of the Class A Members or of the Class B Members who are entitled to vote;
- b. supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- c. as more fully provided in the Declaration, to:
 - i. fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - ii. send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
 - iii. foreclose the lien against any Lots for which assessments are not paid within thirty (30) days after the due date thereof or to bring an action at law against the Owner personally obligated to pay the same;
- d. issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- e. procure and maintain adequate liability and hazard insurance on property owned by the Association;
- f. cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate; and
- g. cause to be maintained the Common Area and any other areas shown on the Plat that may be owned by governmental entities who are not maintaining such areas.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors, and thereafter at the meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless any officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaced.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

a. President. The President shall preside at all meetings of the Members and of the Board of Directors and shall see that orders and resolutions of the Board are carried out. The President shall have the authority to sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

b. Vice-President. The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board. The Vice-President shall likewise have the authority to sign all leases, mortgages, deeds and other written instruments.

c. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

d. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all books of account; cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX INDEMNIFICATION OF OFFICERS AND DIRECTORS

Each officer and director of the Association, in consideration of his or her services, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, civil or criminal, to which he or she may be a party by reason of being or having been a director or officer of the Association. The foregoing right to indemnification shall be exclusive of any other rights to which the director or officer or person may be entitled by law or agreement or vote of the Members or otherwise.

ARTICLE X COMMITTEES

The Association shall appoint an Design Review Committee, as provided in the Declaration; and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint such other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments or portions thereof which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and shall be subject to a late charge of Ten Dollars (\$10.00) per month until paid or ten percent of the Assessment, whichever is greater, and the Association may declare the entire balance of the assessment immediately due and payable. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of two-thirds (2/3) of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration or the Department of Housing and Urban Development, or any successor agencies thereto, shall have the right to veto amendments while there is a Class B membership if any such agency or any successor agencies thereto have approved the Properties, any part thereof or any Lot, for federal mortgage financing.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall be determined by the Board in its discretion.

IN WITNESS WHEREOF, we, being all of the directors of The Preserve at Mapleton Homeowners Association, have hereunto set our hands this ____ day of December, 2006.

Nathan Simpson

David R. Simpson

CERTIFICATION

I, THE UNDERSIGNED, do hereby certify that I am the duly elected and acting secretary of The Preserve at Mapleton Homeowners Association, a Utah corporation, and that the foregoing By-Laws constitute the original By-Laws of said Corporation, as duly adopted by unanimous written consent of the Board of Directors thereof on this ____ day of December, 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ____ day of December, 2006.

EXHIBIT D

ENT 61854:2007 PG 39 of 131

Open Space Retention Basin THE PRESERVE AT MAPLETON

April 23, 2007

Beginning at a point which is North 89°18'20" East along the Section line 937.32 feet and South 33.00 feet from the North quarter corner of Section 23, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence North 89°18'20" East 15.52 feet; thence South 25°24'02" West 187.00 feet; thence South 12°34'49" West 407.16 feet; thence South 18°53'32" West 347.54 feet; thence South 42°27'12" West 190.43 feet; thence South 60°30'09" West 152.99 feet; thence South 51°05'12" West 222.82 feet; thence South 11°50'21" West 110.33 feet; thence South 27°05'44" West 185.04; thence South 36°48'03" West 254.03 feet; thence South 55°46'22" West 122.64 feet; thence South 31°01'29" West 303.84 feet; thence South 45°00'00" West 64.85 feet; thence South 62°21'03" West 299.63 feet to a point of curvature; thence along the arc of a 268.50 foot radius curve to the left 66.22 feet through a central angle of 14°07'49", the chord of which bears North 33°30'11" West 66.05 feet to a point of curvature on the Southeasterly line of said Mapleton Lateral Canal; thence along said Southeasterly line of said Canal the following fourteen (14) calls: along the arc of a 593.15 foot radius curve to the left 164.71 feet through a central angle of 15°54'38", the chord of which bears North 47°52'19" East 164.18 feet; North 39°55'00" East 758.05 feet to a point of curvature; along the arc of a 378.17 foot radius curve to the left 82.94 feet through a central angle of 12°34'00", the chord of which bears North 33°38'00" East 82.78 feet; North 62°39'00" West 5.00 feet to a point of curvature; along the arc of a 373.17 foot radius curve to the left 79.24 feet through a central angle of 12°10'00", the chord of which bears North 21°16'00" East 79.09 feet; North 15°11'00" East 105.76 feet to a point of curvature; along the arc of a 271.57 foot radius curve to the right 195.91 feet through a central angle of 41°20'00", the chord of which bears North 35°51'00" East 191.69 feet; North 56°31'00" East 314.98 feet to a point of curvature; along the arc of a 301.57 foot radius curve to the left 214.40 feet through a central angle of 40°44'00", the chord of which bears North 36°09'00" East 209.91 feet; North 15°47'00" East 530.69 feet to a point of curvature; along the arc of a 80.54 foot radius curve to the right 46.39 feet through a central angle of 33°00'00", the chord of which bears North 32°17'00" East 45.75 feet; North 48°47'00" East 55.43 feet to a point of curvature; along the arc of a 731.34 foot radius curve to the left 99.56 feet through a central angle of 07°48'00", the chord of which bears North 44°53'00" East 99.48 feet; North 40°59'00" East 122.51 feet to the point of beginning.

Area = 8.350 Acres (363739.50 Sq. Ft.)

Open Space West of Round-a-bout
THE PRESERVE AT MAPLETON

April 23, 2007

Beginning at a point which is South 89°22'35" West along the Section line 681.06 feet and South 2243.37 feet from the North quarter corner of Section 23, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence North 61°17'03" East 12.15 feet to a point of curvature; thence along the arc of a 212.50 foot radius curve to the right 145.83 feet through a central angle of 39°19'08", the chord of which bears South 20°36'23" East 142.98 feet; thence South 00°56'49" East 100.91 feet to a point of curvature; thence along the arc of a 254.50 foot radius curve to the left 101.85 feet through a central angle of 22°55'46", the chord of which bears South 12°24'42" East 101.17 feet; thence South 23°52'35" East 3.46 feet to a point of curvature; thence along the arc of a 74.00 foot radius curve to the right 44.86 feet through a central angle of 34°44'13", the chord of which bears South 06°30'28" East 44.18 feet to a point of curvature; thence along the arc of a 116.00 foot radius curve to the left 50.26 feet through a central angle of 24°49'26", the chord of which bears South 36°34'13" West 49.87 feet to a point of curvature; thence along the arc of a 69.00 foot radius curve to the right 46.59 feet through a central angle of 38°41'25", the chord of which bears South 70°50'02" West 45.71 feet; thence North 89°49'15" West 29.26 feet; thence North 01°30'46" East 429.88 feet to the point of beginning.

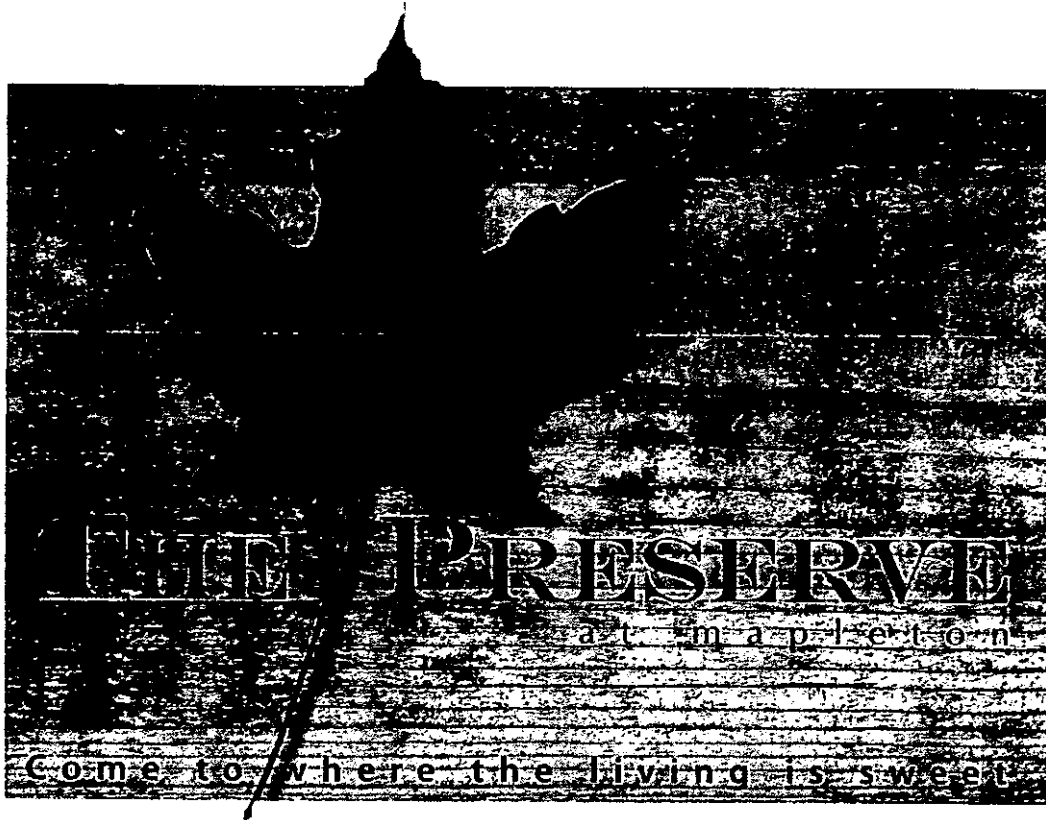
Area = 0.676 Acres (29453.13 Sq. Ft.)

Open Space South of Round-a-bout
THE PRESERVE AT MAPLETON

April 23, 2007

Beginning at a point which is South $89^{\circ}22'35''$ West along the Section line 656.97 feet and South 2749.48 feet from the North quarter corner of Section 23, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence South $76^{\circ}12'17''$ East 44.98 feet to a point of curvature; thence along the arc of a 110.00 foot radius curve to the left 133.78 feet through a central angle of $69^{\circ}40'57''$, the chord of which bears South $64^{\circ}24'57''$ East 125.69 feet to a point of curvature; thence along the arc of a 74.00 foot radius curve to the right 31.89 feet through a central angle of $24^{\circ}41'16''$, the chord of which bears South $36^{\circ}13'13''$ East 31.64 feet; thence South $23^{\circ}52'35''$ East 127.21 feet to a point of curvature; thence along the arc of a 15.00 foot radius curve to the right 31.30 feet through a central angle of $119^{\circ}34'26''$, the chord of which bears South $35^{\circ}54'38''$ West 25.92 feet to a point of curvature; thence along the arc of a 65.00 foot radius curve to the right 29.34 feet through a central angle of $25^{\circ}51'32''$, the chord of which bears North $71^{\circ}22'23''$ West 29.09 feet; thence North $58^{\circ}26'37''$ West 83.72 feet to a point of curvature; thence along the arc of a 185.00 foot radius curve to the left 122.20 feet through a central angle of $37^{\circ}50'41''$, the chord of which bears North $77^{\circ}21'58''$ West 119.99; thence North $00^{\circ}10'45''$ East 148.51 feet to the point of beginning.

Area = 0.607 Acres (26454.87 Sq. Ft.)



**DESIGN GUIDELINES
FOR DEVELOPMENT OF SINGLE FAMILY
HOMES
ON ESTATE AND RANCH LOTS**



Design Guidelines

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- 1.2 Design Review Committee

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- 2.3 Fees and Deposits
 - 2.3.1 Design Review Fees
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- 3.2 Site Design
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5. Final Inspection and Approval Upon Completion

Appendix:

- A. Definitions**
- B. Plant list**
- C. Lot coverage tables**
- D. Signs**
- E. Project Map**



1. Introduction

1.1 Intent

These guidelines are intended to be used in the development of individual lots. They are organized first to discuss the approval process itself and the steps and entities involved in obtaining design approval. Next issues relative to site design followed by a section addressing issues relative to architectural design. The The Preserve at Mapleton neighborhoods encompass a full range of uses from single-family estate lots and ranches. Consequently, when issues affect only one type of use, specific requirements will be noted as they apply to lot types and sizes. If no differentiation is mentioned then the guidelines apply to all lot types. Finally, an appendix has been included that provides specific requirements and definitions.

In the case of site design, the general issues addressed include overall landscape character, land forms, existing site vegetation, views, location of construction, grading, drainage, landscaping, impervious surfaces (paths, driveways, parking, plazas), gates and entrances, fences and retaining walls, signage, lighting, decks and patios, and amenities (such as pools).

In the case of architectural design, the general issues include building character and style, scale and massing, materials, exterior spaces near buildings, roofs, and wall surfaces.

1.1.1 Specific lot discussions will involve:

Ranch Lots	Over 2 AC.	Lots 56 – 92
Estate Non-Horse Lots	Under 2 AC.	Lots 9 – 16, 50 - 55
Estate Horse Lots	Under 2 AC.	Lots 1 – 8, 17 - 49

1.1.2 The Preserve at Mapleton is a planned residential community located on approximately 240 acres at the base of the Bonneville shoreline trail and Wasatch Mountains. It features welcome house entrances, bridges, streams, ponds, trails and other site amenities, which establish it as Utah County’s premier residential community.

The following design guidelines are created to ensure, protect, and maintain the aesthetic quality and integrity of The Preserve at Mapleton. The objective is to allow for





flexibility of creative design and expression by property owners while maintaining harmony between the individual homes, the community and the natural beauty of the land. In this way, The Preserve at Mapleton hopes to protect and enhance the investment of each

- 1.1.3 The development of The Preserve at Mapleton as a community, as well as the development of or alteration of each homesite The Preserve at Mapleton is controlled and restricted by the Covenants, Conditions and Restrictions for The Preserve at Mapleton (hereinafter "CC&Rs"), as well as by all applicable government codes and regulations among which are conditions embodied in the First Amended Density Determination of Mapleton City and the Conditions of Approval for The Preserve at Mapleton Estates Lots. Homesite owners in The Preserve at Mapleton will enjoy use of its many facilities through their membership in the The Preserve at Mapleton Homeowners Association (HOA). As members of the Preserve at Mapleton HOA, each owner will share in the Preserve At Mapleton HOA's responsibilities for the common elements described in the CC&Rs, private streets and gates, infrastructure facilities, and landscaping along roadways, open space and trails, and recreational amenities.

The intent of the CC&Rs is to achieve the character and quality of development that will distinguish The Preserve at Mapleton as a premier residential and resort community. To further refine the requirements contained in the CC&Rs, these Design Guidelines ("Guidelines") have been established by the Design Review Committee (hereinafter "DRC"), whose chairman and members are appointed by the Preserve At Mapleton HOA Board pursuant to the CC&Rs. These Guidelines are intended to supplement the CC&Rs in the submittal of lot or parcel development plans by providing to the respective lot or parcel owners and their consultants more information on which to base preparation of their submittal packages. These Guidelines will also serve to provide the members of the DRC data upon which to base the review and approval. In addition, the procedures for submittal and review are described in these Guidelines.

It should be noted that these Guidelines are in no way intended to supersede any applicable statutes, codes,



ordinances or regulations of a controlling governmental jurisdiction and it is the sole responsibility of the individual owner to comply with governmental codes and regulations. Each of the CC&Rs, these Guidelines and/or applicable government codes and regulations may be more restrictive than the other. In general, the most restrictive regulation will govern. Any specific conflicts between the CC&Rs, these Guidelines and applicable governmental codes and regulations shall be brought to the immediate attention of the DRC. Mapleton City will not issue a building permit to the individual owners of homesites in The Preserve at Mapleton without written evidence of approval by the DRC. A building permit from a governmental agency without the companion approval of the DRC does not confer upon the lot owner or his contractors and agents the right to commence construction.

Each owner of a lot or development parcel within The Preserve at Mapleton should familiarize himself with the intent and requirements of the CC&Rs, these Guidelines and all applicable governmental codes and regulations and, through their landscape architects, architects and engineers, implement all provisions applicable to the maintenance and development of his lot or parcel. All improvement plans, including but not limited to site plans, building and utility plans, landscaping plans, lighting design and graphic and signage designs, must be submitted to the DRC for review and approval.

1.2 Design Review Committee

The objective is to allow for flexibility of creative design and expression by property owners while maintaining harmony between the individual homes, the community and the natural beauty of the land. In this way, The Preserve at Mapleton hopes to protect and enhance the investment of each homesite owner.

The Design Review Committee (DRC) shall consist of not more than five (5) members. The term of office shall be two (2) years commencing July 1 of each year; there is no limit to the number of terms a member may serve. The committee shall consist of a chair and other members selected bi-annually by the Board of the The Preserve at Mapleton Homeowners Association (HOA). There shall be at least one licensed architect on the committee. The committee shall have and exercise all of the powers, duties and responsibilities set out in the Master Declaration. The committee shall meet on such schedules as may be established by the



Chairman. A majority of its members shall constitute a quorum and the majority vote of a quorum present at a meeting shall be sufficient to approve action. Meetings may occur telephonically and actions may be approved by unanimous written consent of all committee members.

2 Design Approval Process

2.1 Approving Bodies

2.1.1 The primary entity for approval of any improvements, construction or landscaping, or alterations thereof, within The Preserve at Mapleton is the The Preserve at Mapleton Design Review Committee (hereinafter "DRC"). Mapleton City will also review all construction documents previously approved by DRC. No design, drawings or specifications may be submitted to Mapleton City without first having been reviewed and stamped approved by the DRC.

2.1.2 In addition to obtaining all necessary approvals from the DRC as set forth in the CC&Rs and these Design Guidelines, each property owner is obligated to obtain all necessary jurisdictional governmental approvals and to prepare plans and specifications in accordance with all applicable governmental laws and regulations affecting the use of his or her property and the improvements constructed thereon.

2.1.3 Ranch Lots 56 – 02: The Preserve at Mapleton, in an effort to maintain a high standard of architectural design and landscape design, requires that all documents submitted for DRC approval be stamped and signed by a Utah State Licensed Architect and Landscape Architect. Surveying, Civil Engineering, Structural Engineering related documents within the package must be certified by licensed professionals as required by local jurisdiction.

Estate Lots 1 – 55: Surveying, and Structural Engineering related documents within the package must be certified by licensed professionals as required by local jurisdictions.

2.1.4 Approval of any proposed or existing improvement by the DRC shall not be construed to warrant or represent that the improvement was approved by or complies with the appropriate standards of any public agency that has jurisdiction over such improvement. Similarly, approval of



any proposed or existing improvement by any public agency having jurisdiction over the improvement shall not constitute approval by the DRC.

- 2.1.5 The DRC shall not be responsible for reviewing and/or approving any plans and specifications for engineering design, structural engineering and safety, or for compliance with applicable zoning, building or other county, state or federal laws, ordinances or policies.

2.2 The Process

All required fees, bonds and deposits must be paid to the The Preserve at Mapleton Homeowners Association before any preliminary work may be performed.

Once a parcel or lot has been purchased, the purchaser shall:

- 2.2.1 Engage a licensed land surveyor to conduct a site survey of the vegetation, topography at 2 ft. contour intervals and other natural site features and prepare an existing conditions map at a minimum scale of 1" = 20'.
- 2.2.2 Engage consultants (planner, engineer, architect) to prepare a preliminary site plan showing dwelling coverage and other impervious elements at a minimum scale of 1" = 20'
- 2.2.3 Engage consultants (planner, engineer, architect) to prepare a grading, drainage, erosion control plan at a scale of 1" = 20'

All lot grading plans must be prepared by an architect and/or civil engineer in accordance with all applicable Mapleton City regulations and ordinances and must be approved by the DRC and Mapleton City. All necessary bonds and/or deposits required by The Preserve at Mapleton HOA and Mapleton City must be paid prior to commencing any grading work on a lot. The owner will also provide a report from a qualified soils engineer giving soil and geology clearance;

Grading plans must include the following information; (a) existing and proposed contours with a two (2) foot contour interval minimum; (b) finished pad elevations; (c) slopes



with elevations of top and bottom of slope; (d) surface and subsurface drainage provisions with top of grade and invert elevations, retaining walls with elevations at the top and bottom of wall, and locations and mountings for site improvements such as planters, accessory buildings, and walls;

Surface drainage of paved areas must be sloped at standards established by Mapleton City and the DRC. Surface drainage of landscape areas and planted swales must be sloped to drain.

Lots unable to meet the minimum surface drainage requirements must use a subsurface drainage system with drain inlets at adequate intervals;

All drains must use approved inlets with appropriate grates. The minimum slope for the drains is one percent (1%). All above ground drainage devices must be colored to match the existing soil, landscape or hardscape color.

Develop a landscape plan showing areas to be irrigated by spray (1,600 sf max) and areas to be irrigated by drip methods (4,500 sf max.) at a minimum scale of 1" = 20'. Spray irrigation cannot cross property lines.

A minimum of two (2) site cross-sections to determine height of structures above natural grade at a minimum scale of 1" = 10'

- 2.2.4 Engage consultants (planner, engineer, architect) to prepare schematic architectural drawings including floor plans and exterior building elevations at a scale 1/4" = 1'-0" to indicate exterior building materials on the elevations.
- 2.2.5 Submit this ***Initial Preliminary Plan Package*** to the DRC for the first review, comments and requested revisions or additional information requirements

The ***Initial Preliminary Plan Package*** must include the application provided by the DRC with the following current information:



- a) Property owner's name
- b) Mailing address
- c) Business and resident telephone numbers including area code
- d) Lot or parcel number (site of proposed construction)
- e) Address of property
- f) Name, address and telephone number of the property owner's representative and/or consultants (architect, land planner, engineer, surveyor)
- g) List of drawings included
- h) Design Review and HOA Completion bond Fees

In addition to the above information the *Initial Preliminary Plan Package* shall include:

- a) Site Survey
- b) Conceptual Site Plan & Grading
- c) Conceptual Landscape Plan
- d) Floor Plans
- e) Building Elevations
- f) Building Section for height calculations
- g) Roof Plan

A colored or 3-d rendering or model shall be submitted as requested by the DRC to better understand the project.

2.2.6 A preliminary meeting shall be held at the property with the DRC and Owner's Architect during DRC's preliminary plan review. The corners of the residence shall be staked and be provided with height indicators if requested by the DRC. DRC will review view corridors, height restrictions and site related concerns of the subject property at this meeting.

2.2.7 The DRC will have up to thirty (30) days to either approve or disapprove the proposed improvements as presented in the *Preliminary Plan Package*. Failure by the DRC to act within this thirty-day period shall constitute denial of the request set forth in the submittal. In the event of such denial through non-action by the DRC, the property owner may make formal written request for notification of the status of his submittal. This formal request constitutes a re-submittal of the *Preliminary Plan Package*. Failure by





the DRC to act on this re-submittal within thirty (30) calendar days will constitute approval of the submittal.

Should the DRC disapprove a *Preliminary Plan Package* submittal, the property owner may have the right to appeal the decision to The Preserve at Mapleton HOA pursuant to the The Preserve at Mapleton CC&Rs.

- 2.2.8 Once the property owner has the DRC's written approval, he may then authorize his consultants to begin preparation of construction documents.

The *Construction Documents Package* must contain all of the documentation in the preliminary plan package together with the following:

- a) Civil engineering
- b) Grading and drainage plans
- c) Completed landscape plans
- d) Exterior amenity details
- e) Wall Sections
- f) Envelope details
- g) Structural engineering
- h) All other documents required for building permit
- i) Color Sample Board

A colored or 3-d rendering or model shall be submitted as requested by the DRC to better understand the project.

The *Construction Documents Package* shall be submitted to the DRC for review, comments, and ultimate approval. The DRC shall again have up to thirty (30) days to review and approve or disapprove the *Construction Documents Package* using the same procedures and in the same manner as the Preliminary Plan Package.

Once any required DRC revisions and/or additions to the documentation are complete and reviewed, the DRC will issue written approval of the final construction documents package which can then be submitted to Mapleton City for review, comments, approval and issuance of building and grading permits. **No submission can be made to Mapleton City without first obtaining written from the**



DRC. Mapleton City will not accept of receive construction documents without this written approval.

When the property owner has obtained from Mapleton City a building permit, copies of the building permit must be provided to the DRC together with copies of the County's comments and additional requirements. The DRC reserves the right to impose additional requirements upon the property owner if the County's comments deviate from the previously approved plans. The DRC shall impose any additional requirements arising in conjunction with its review of the County's comments within thirty (30) days of receipt of those comments.

2.3 Fees and Deposits

2.3.1 Design Review Fees

Design Fees cover the cost for the DRC to review the *Preliminary Plan Submittal, Revised Preliminary Plan Submittals, Revised Construction Documents Submittal, Construction Administration Services, and the Final Property Inspection.*

The cost of any additional review services that may be required by the DRC to fulfill its duties pertaining to a specific Lot will be first deducted from the deposit and billed to the lot Owner thereafter.

2.3.2 Completion bonds

The completion bonds assure the proper clean-up of construction debris and limited repair of any damage to the landscaping, private streets, and entry gates within The Preserve at Mapleton caused by the owners or agents in construction occurring on their site. In the event that this deposit is depleted during construction, the property owner must replenish the deposit before construction can continue. The \$3,000 Deposit shall not limit the liability of owner to DCMA regarding any repair to any damage caused by the owner or the rights and remedies of DCMA against owner regarding such repair to any damage caused by owner.



Any remaining portion of the deposits is to be refunded upon completion of an owner's improvements.

The completion bond fee may be increased at the discretion of the Preserve At Mapleton HOA or the DRC.

2.3.3 Construction Administration Fee

The construction administration fee covers the cost of managing the general contractors during residential construction. This management serves to benefit current Owners occupying their properties, insures enforcement of construction regulations and preserves the quality of infrastructure improvements.

2.3.4 Fee Calculations

Lots 1-55

Design Review fees in the amount of \$3,000 are to be submitted with the Preliminary Plan Package in order to initiate the design review process.

Construction Review fees in the amount of \$3,000 plus \$4,000 refundable Completion Bond shall be submitted to initiate Construction Approval process required to submit to Mapleton for a building permit.

Summary of fee:

1. Design Review Fee –
Reviewer fee: \$2,500
DRC coordination fee: \$500
2. Construction Administration Fee –
Reviewer fee: \$500
DRC coordination fee: \$2,500
3. Completion bond - \$4,000 (refundable)

Lots 56-92

Design Review fees in the amount of \$5,000 are to be submitted with the Preliminary Plan Package in order to initiate the design review process.



Construction Review fees in the amount of \$5,000 plus \$10,000 refundable Completion Bond shall be submitted to initiate Construction Approval process required to submit to Mapleton for a building permit.

Summary of fee:

1. Design Review Fee –
Reviewer fee: \$4,000
DRC coordination fee: \$1,000
2. Construction Administration Fee –
Reviewer fee: \$1,000
DRC coordination fee: \$4,000
3. Completion bond - \$10,000 (refundable)

2.4 Insurance

Prior to the commencement of construction, the property owner shall purchase and require his or her contractor to purchase general and auto liability insurance and shall maintain and cause contractors to maintain such insurance. Certificate(s) of Insurance must be maintained for the entire period of time necessary to construct the owner's improvements or any addition thereto in an amount not less than one million dollars (\$1,000,000). Each liability insurance policy shall contain the following clauses:

- a) "This insurance shall not be canceled, limited in scope of coverage, or non-renewed until thirty days written notice has been given to the The Preserve at Mapleton Homeowners Association."
- b) "This insurance policy, which names the The Preserve at Mapleton Homeowners Association, The Preserve at Mapleton Design Review Committee as additional insureds, is primary and any insurance maintained by such additional insured shall be non-contributing."

3 Design Guidelines

3.1 Site Analysis and Design Considerations

With the information gathered from on-site visits, surveys and other sources the Consultant should prepare a contour site plan indicating views, light paths, prevailing winds, and existing features such as vegetation, streams, ponds, fences, easements, etc.

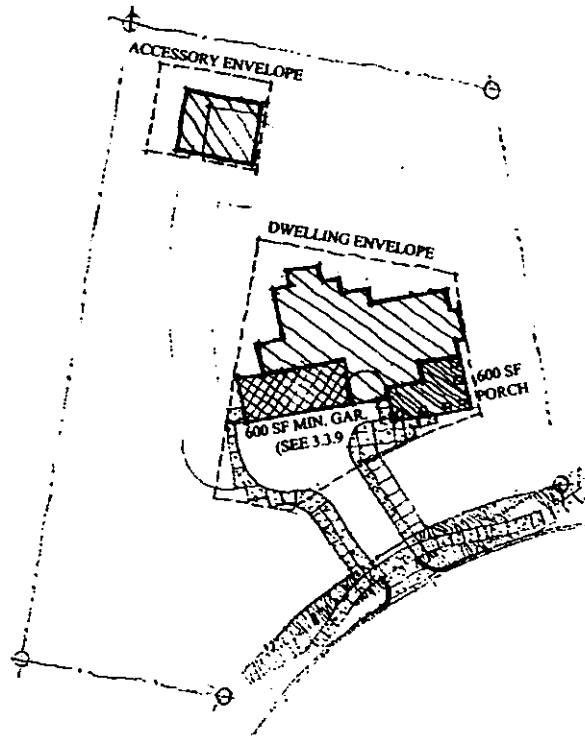
3.2 Site Design

3.2.1 General Site Design

The Design Guidelines encourage site sensitive home building designs, which work with the land and optimize the relationships of driveways, building massing, open space and vegetation. Design of homes should avoid imposing singular massing in favor of multiple wall planes and low eave lines below sloped roofs. Window openings should be designed as a consistent family and be of consistent detail. The Design Guidelines encourage building materials that include stone, rough hewn wood walls, copper and other non-combustible roofing materials of dark coloration and accent materials reflecting our mountain setting.

3.2.2 Building Envelopes

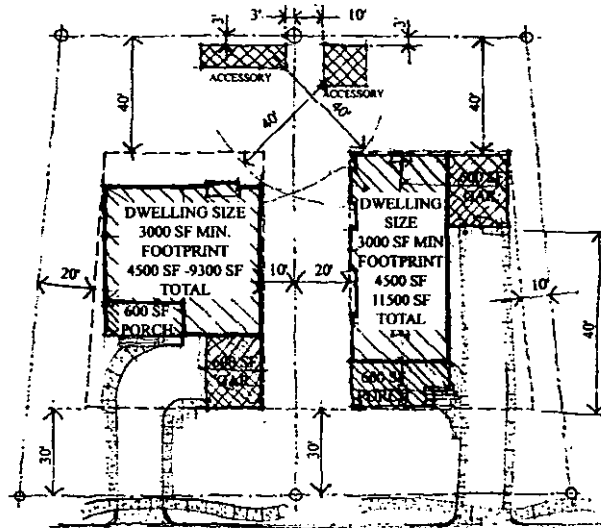
The Ranch Lots 56 – Lots 92 have established building envelopes with boundaries that far exceed Mapleton city's requirements for building setbacks. These envelopes have been sized to accommodate the homeowner and their designer great latitude in working within the boundary while protecting their view corridors, the views of others and the location of adjacent structures and uses. A barn or accessory building location has also been established in coordination with neighboring lots. These envelopes must be strictly observed. Any variation will require special approval from the DRC and written approval of all neighboring lots and any other affected lots as may be determined by the DRC. In any case the minimum requirements of Mapleton City must be adhered to.



See Appendix C

The Estate Lots 1 – 55 shall have the following setback requirements. These requirements will be more restrictive than those of Mapleton City, but may, in no case be less restrictive.

- Front Yard Set Back: 30'
- Side Yard Set Back: 10' on one side and 20' on the other for a minimum of 30' from adjacent structure.
(lots 50 – 53 may be 10' on both sides)
- Corner Side Yard Set Back: 30'
- Rear Yard Set Back: 40'
(lots 8 – 16 and 49 – 55 may be 25')
- Accessory Building Side Yard Set Back: 3' but no less than 13' from an existing accessory building and 40' from an existing residence.
- Accessory Building Rear Yard Set Back: 3' but no less than 13' from an existing accessory building and 40' from an existing residence.



See Appendix C

3.2.3 Impervious Surfaces

All paved surfaces in The Preserve at Mapleton should be of a scale and character suitable to the surrounding environment, responding to climate, terrain, and the palette of natural materials and colors existing on the site. Aesthetic and functional considerations should be employed in the choice of materials for paved areas. Driveway concrete must extend to the approach at the street.

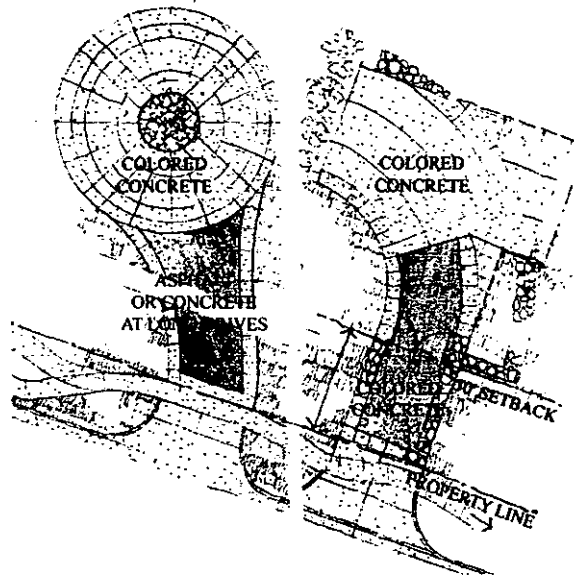
Except for the common roads of The Preserve at Mapleton, and Accessory Building access which may be asphalt, acceptable paving materials for any paved surfaces include:

- Asphalt with Colored concrete border
- Asphalt with Stamped concrete border
- Natural stone (including but not limited to Adoquin stone, sandstone, limestone, granite and slate)
- Flagstone
- Exposed aggregate concrete (natural stone color)
- Natural stone unit pavers
- Colored concrete (natural stone colors)
- Stamped concrete (natural stone colors)
- Wire cut brick
- Fired clay pavers





- Pre-cast concrete pavers (natural stone colors)
- Terrazzo
- Interlocking concrete pavers (natural stone colors)



include:

Unacceptable paving materials, except barn driveways,

- Common gravel
- Natural gray concrete
- Concrete block pavers
- Decomposed granite
- Turf block, grass crete or equal
- Polished stone
- Glazed ceramic tile and composite tile
- River rock

It is very important that materials designated for use in plaza areas and major pedestrian walks be selected with regard to durability, maintenance, stability, and aesthetic appearance. It is also important that the selected paving



material be applied consistently and uniformly to all pedestrian areas to enhance the overall design theme and continuity of The Preserve at Mapleton and avoid a piecemeal approach, which would result in a multiplicity of materials, surfaces and wear quality. Stairways and transitions throughout the outdoor spaces at The Preserve at Mapleton should employ a uniform tread width and riser height wherever possible. It is the responsibility of the architect and the property owner to become familiar with the design standards for the major common areas on the plazas and conform to them. Pedestrian walkways and access should be accommodated as a part of the planning and development of all properties.

3.2.4 Gates and Entrances

When designed properly, gateways and entrances contribute a great deal to establishing the character and theme of a development.

Driveways for individual homesites may include private entrance gates and landscaping in keeping with the natural environment. The following guidelines are suggested for the construction of entrance gates:

1. Gates may not exceed 6 feet in height for more than 75% of the length; and 12 feet in length on each side to road centerline or 24 feet wide maximum.
2. Gate operator mechanisms shall conform to Fire Department regulations.
3. Gates shall be set back at least 25 feet from property lines unless approved otherwise by DRC board.
4. Materials required include native stone, wood, or concrete for supports and iron or wood for gates.
5. Minimal diffused lighting of the project name and/or address should be used.
6. Mechanical gates are permitted but should be of wood, wrought iron or other approved material.
7. No sentry or barrier gates (gates with mechanical arms) will be allowed except in parking lots or storage areas.
8. Shiny aluminum, chain link, vinyl coating or other shiny fencing materials are not permitted.

Gate design is subject to approval from the DRC on a case by case basis.





3.2.5 Fences, Walls Above Grade, and Retaining Walls¹

Within The Preserve at Mapleton privacy fences around the property are not allowed. However, walls and fences may be employed to provide small areas of privacy, enclose domestic pets or screen service areas. Retaining walls may be used for erosion control or for access steeper property. The placement of walls and fences should respect existing land forms and pedestrian access, follow existing contours, be sensitive to site vegetation and integrate with existing or proposed structural massing. Fence and wall designs should harmonize with the site and the buildings in both scale and appearance.

No walls, fences or combinations thereof, whether adjacent to buildings or separated from them, may exceed 6 feet in height above finished grade as specified in these Design Guidelines. All designs for walls and fences to screen service areas or provide privacy are subject to review by the DRC.

The exposed surface of retaining walls may exceed 6 feet in height with DRC approval for difficult accesses to steep sloping sites. The maximum height of a single retaining wall is 10 feet from finished grade to top of wall. At any allowable height, multiple walls may be stepped up a slope at a minimum horizontal spacing of 6 feet from front top of upper wall to front top of lower wall. All retaining walls must be engineered and must be within the limits of disturbance of a parcel or lot. Walls required for special site conditions may be approved by the DRC (See Appendix E / Diagram 1).

Any retaining walls that intersect the structural cross section of the subdivision roadways at any depth must be designed and stamped by a licensed structural or civil engineer to maintain the stability of the roads. A construction document submittal to the Mapleton City Engineering Department and separate building permit will be required for such conditions that typically occur on lots that are accessed from the high side of the property.



Acceptable materials for walls above grade include:

- Textured or architectural concrete
- Stone
- Stone-faced concrete
- Masonry Veneer
- Stucco-coated block in colors approved by the DRC

Acceptable materials for fencing include:

- Logs
- Wrought iron
- Tubular steel
- Steel Pipe – as approved by the DRC
- Wood (gates only) as specifically approved by the DRC
- Stone masonry
- Picket

Unacceptable fencing materials include:

- Vinyl or vinyl clad fencing
- Chain link (except as allowed in 3.2.10)
- Split rail
- Other types or styles not in keeping with the The Preserve at Mapleton theme.

Retaining walls may be composed to the following materials:

- Rock
- Stacked rock
- Rock-faced concrete

Rocks used on rock walls must be varied in size (12"-36") to produce a natural, non-contrived appearance.

The following materials are prohibited:

- Concrete block
- Welded wire mesh
- Exposed aggregate Concrete





Stacked rock retaining walls exceeding 4'-0" in height must comply with the details noted in Appendix J.

3.2.6 Concrete Guardrail

In locations where a standard steel vehicular guardrail is required to run across the front of certain The Preserve at Mapleton lots an alternate design solution has been approved. A stone-faced concrete retaining wall is an acceptable substitute for the standard steel guardrail as long as it meets the design criteria of the diagram noted in Appendix E (#10).

3.2.7 Temporary Construction & Sales Signage

A coordinated and united signage system is proposed for The Preserve at Mapleton to provide both graphic and visual continuity. Signage design standards will be coordinated and established by the DRC based on these Design Guidelines.

A well-coordinated system of directional and informational signage is necessary within large-scale projects such as The Preserve at Mapleton to clarify and provide information to visitors and residents and to reinforce the community's continuity and harmony. Signs perform three primary functions:

- 1) They identify place and accessibility
- 2) They indicate danger and provide warning or cautionary data
- 3) They provide information concerning location, routing and traffic flow

Information on signs should be clear and concise, and signs should be located in obvious areas to assure visibility. Lettering styles should be uniform and bold yet simple. Color schemes with contrasting colors, especially light colors on dark backgrounds, are the most readable and noticeable from longer distances. The sign system should also include a graphic or logo to reinforce the The Preserve at Mapleton identity and image.



It is important to ensure that the requirements for signage are met with efficient, functional signs that are aesthetically pleasing and durable. Sign failure can result from poor workmanship, improper materials, inadequate maintenance, and/or misunderstanding as to the environmental conditions anticipated and performance standards expected. To ensure that signage systems meet expectations, the following standards should be considered:

1. Sign materials should be such that they can withstand weather conditions and be generally damage proof
2. Signing systems should require minimum painting and be rust and pit proof
3. Color should be fade resistant
4. Signage systems should be vandal proof
5. Signs should be equipped with breakaway supports for safety and ease of repair and maintenance
6. Signs should be fireproof or fire retardant
7. Signs included in the system to meet state and federal requirements should be reflective but free from annoying glare
8. Support and anchoring devices for signage systems should accommodate and/or exceed building code standards and state requirements
9. If signage material is aluminum, all materials and applications should be in accordance with established procedures and standards
10. Refer to Appendix "L" for Sales Signage Guidelines
11. Refer to Appendix "M" for Construction Signage Guidelines

Categories of signs and size of signs are addressed for better clarification:

1. Temporary Directional signs consist of open house signs, Home tour signs, and homeowner events. These signs will only be allowed within the gates and cannot exceed 2' wide x 3' tall. They must be commercially produced and must be removed immediately after the designated event.
2. Lot or Sale Signs consist of signs for identifying Lots or Homes for sale. They are 40" wide x 48" tall. The



template for this sign has a dark green background with the The Preserve at Mapleton logo and the address location. Below this can be all other pertinent information, such as Architect, Builder, Realtor, Owner and any other contact information. The Association will provide a frame. If the frame is not returned in an acceptable condition, then a \$400 fee will be assessed to the Lot Owner.

3. Home address signs are for easy identification of homes for emergency vehicles, guests and snow removal. This sign can be pilaster, large stone or ornamental statue. It is required to be lit at night with 4" x 8" identifying numbers and be visible at all times. It will be built out of material complementary to the home. It will need to be located at the front of the driveway and be at least 3' from the curb and at least 3' tall to allow for snow accumulation and still remain visible.

3.2.8 Lighting

Lighting in The Preserve at Mapleton should provide both illumination and security. Lighting can also add a special dimension to the development at night. Lighting should be provided in areas that receive heavy pedestrian or vehicular use and in areas that are potentially dangerous when unlit.

Different types of use areas require different lighting solutions. Flooding areas with light can detract from the subtle play of light and dark and emphasize the lack of people in a space. Often an area may need only the addition of individual light sources rather than an increase in light levels to correct a problem. The most important factors to be considered are:

- Support standard design and height;
- Lamp types and characteristics;
- Light intensity and distribution; and
- Lighting of hazardous locations.

Any fixtures on light standards along pedestrian walks should be located at a height of 10 feet to 12 feet and should utilize shatter-proof coverings. Pedestrian lighting should be incandescent or metal halide for truer color rendition, placed along walkways at the manufacturer's





specified spacing, and located so that fixtures do not interfere with pedestrian or vehicular movement. Incandescent lamps can be operated at reduced voltages to prolong life and reduce maintenance. Extra-long life lamps may also be used. Additional overhead lighting or supplemental low-level units should be utilized adjacent to grade transitions, seating areas, pedestrian nodes, and areas where special hazards exist.

Private driveway lights should meet Mapleton City standards where applicable, be a complementary style, and be in character with the overall theme and image established for The Preserve at Mapleton. For the sake of economy, lighting standards should be installed at the same time an area is developed. Electricity should be fed underground to the standards from nearby buildings unless a separate common metering system is in place.

The light fixtures along all internal roadways have been custom designed for The Preserve at Mapleton and will be maintained by the Preserve At Mapleton HOA. All other exterior light fixtures are subject to approval by the DRC. Light fixtures must minimize the amount of glare into neighboring homes and public areas.

Lighting of amenities such as pools, outdoor courts, etc., should be directed down and away from neighboring properties and public areas such as streets and paths.

In all cases lighting should be designed to minimize or eliminate light pollution and overthrow of light onto adjacent properties. All exterior lighting is to be indirect and shielded to prevent spillover onto adjacent lots and the street. Exposed bulbs, spotlights, reflectors, and lenses are prohibited. No flood lighting will be allowed in open space areas or on vacant property. In addition, every effort should be made to provide the most energy efficient solutions to lighting outdoor areas. Lighting plans should be coordinated with overall lighting plans established by the DRC to balance site lighting, coordinate fixture types and locations, and minimize duplication. Detailed lighting plans should be prepared for review and approval by the DRC. Plans should show lighting locations, intensities, heights, fixture design and light sources.



3.2.9 Landscape Structures and Site Furnishings

The development of outdoor spaces and landscaping often includes structures and site furnishings (decks, gazebos, benches, playground equipment, drinking fountains, trash receptacles, kiosks, etc.). These elements should be designed as extensions of the architecture and the spaces rather than as separate items. Additionally, landscape structures and site furnishings should conform to the common site character established for the development. These are among the elements of The Preserve at Mapleton that serve to reinforce design character, facilitate pedestrian use, and enliven the outdoor spaces. These general objectives should guide design decisions relative to site elements:

1. Components should be functional in form, related in design, simple in fabrication and standardized in appearance.
2. A limited vocabulary of materials should be selected for proven durability and ease of maintenance.
3. Elements of similar function should be clustered in units or groupings.
4. Location and placement of furnishings should logically respond to patterns, types and intensity of usage.
5. Components should be located to optimize public safety and not restrict emergency vehicle access.
6. Furnishing design and placement should not obstruct efficient surface maintenance and cleaning operations.
7. Maximum serviceability and coordination must be maintained for all utilities.
8. Site elements should allow "barrier free" access by all people including the elderly and physically challenged.

No structure, equipment or excavation shall be placed on or near a trail that may be deemed by the Design Review Committee to be a hazard or an impediment to trail traffic.

3.2.10 Amenities

The Preserve at Mapleton is proposed to include recreational amenities for the use and benefit of the development's residents and guests.



Swimming pool equipment shall be located in a manner complying with all applicable Mapleton City regulations and ordinances. Location of the equipment should minimize the impact of noise and view from neighboring lots. Pool design must be reviewed and approved by a licensed engineer and Mapleton City. All pool equipment must be fully enclosed with solid walls and a solid gate, which match the color of the adjacent building. Landscape screens or wood fences can be used in place of solid walls and gates. Pool equipment must be either below grade or set back at least thirty (30) feet from the rear and side setback property lines. Swimming pools must be designed to drain into the sewer system.

Outdoor courts and recreation areas shall be fenced with the following:

- i. Ornamental Iron
- ii. Wood fencing
- iii. Rock or Brick walls
- iv. Other fencing materials as approved by the DRC.

Chain link, vinyl coated fencing will be allowed on a case by case basis only at tennis courts. If approved the tennis courts must be located within the building or accessory structure envelope and in a location to be screened from other lots, public roads and trails. Lighting must comply with 3.2.8.

3.2.11 On-Lot Site Planning

See Section 3.2.2 for building envelopes and setbacks.

To receive approval for any site plan and associated architectural designs and obtain a subsequent building permit for a property in The Preserve at Mapleton, the property owner must meet the requirements of the following entities

- The The Preserve at Mapleton Design Review Committee
- Mapleton City



No building permit will be applied for without the Design Review Committee (DRC) approval stamp.

The DRC and Mapleton City will expect “good planning practices” to be followed by each property owner and his selected consultants. Consequently, a summary of those practices is included here.

The first step in site design is a careful analysis of a given parcel or lot to identify its natural features, constraints and opportunities. This analysis must, at minimum, include a careful examination of the following site considerations:

1. Existing vegetation with recommendations for preservation and removal of plant material of 4-inch diameter at breast height (dbh) or larger trunk caliper
2. Points of access and recommended driveway or entrance alignments
3. Hydrology and water resources
4. Wind and storm patterns
5. Existing and potential views
6. Existing landforms and grades
7. Building envelopes for construction
8. Location of existing utilities
9. Relationship to adjacent homes or other land uses
10. Sunlight/solar exposure and light patterns

This site analysis is meant to serve as a basis for decision-making during the site design process. In preparing designs, the intent is to preserve and protect the environmental and scenic quality of a site and respect the integrity of adjacent development and land uses. Any improvements on the recommendations presented in these guidelines or more in-depth research of factors affecting the physical planning and development of any site are encouraged. The site evaluation should make use of relevant consultants--architects, civil engineers, soils engineers, landscape architects, geologists and other specialists--as required. It should draw upon topographic and vegetation surveys, site photographs, soils reports, site visits and any other documentation helpful in forming an accurate picture of the site's condition. Additional specific design expectations are outlined below.



3.2.12 Existing Land Forms

Each property has its own unique natural features, i.e. significant vegetation, drainage ways, large boulders, rock outcrops, steep slopes. In general, these features need to be considered and analyzed prior to the development of a property. In some cases, these conditions present opportunities that can benefit a development if preserved or properly utilized. In other cases, natural features may present constraints to development that will require mitigation to minimize potential impacts. It is the task of each property owner and their consultants to arrive at a site design that integrates and preserves these features. The purpose of the required initial survey and existing conditions mapping is to catalogue each site's unique features so these can be preserved during site improvement.

3.2.13 Existing Site Vegetation

Aesthetically speaking, the health and beauty of The Preserve at Mapleton is largely dependent upon the preservation of limited amount of existing vegetation and the restoration of disturbed areas. In preparation of the site development plan, care has been taken to preserve major vegetative masses. Within each property, the Developer has established a building envelope and limits of disturbance surrounding this building envelope must be established during the planning process. Within these limits of disturbance, the property owner and their consultants have some freedom regarding removal of vegetation with approval of the DRC and consideration of the site's opportunities. Owners are encouraged to integrate and preserve as much existing vegetation as possible. Removal of all vegetation within the building area is not necessary and will be prohibited. Revegetation of all disturbed areas will be required. Relocation outside the limits of disturbance of plant material to be removed is encouraged.

A clearing plan for the building area must be prepared and submitted for DRC approval prior to removal of any vegetation. All trees over 4-inch dbh caliper must be



identified on the clearing plan and protected during site preparation. In cases where removal of trees larger than 4 inches dbh is deemed necessary, written approval must be obtained from the DRC.

In the preparation of a final site plan, the property owner may wish to include a site feature such as a pool, gazebo, walkway or deck. If such feature falls outside the building envelope approval from the DRC and Mapleton City is required. Vegetation removal for any given property should be minimized and must be coordinated with the DRC.

3.2.14 View Corridors

The Ranch building lots have been laid out with building envelopes already established to optimize each lot's view relative to neighboring lots. The building envelopes for the Estate lots are governed by required setbacks.

In developing the site and building designs, with regard to views, the following must be considered:

- Views from the site
- Views of the site from surrounding property
- Views through the site to features beyond

As far as possible, pristine natural views should be preserved and protected. Buildings and other man made features, as well as new vegetative plantings should not unnecessarily obstruct the natural views from other properties. Unsightly views such as unmitigated hillside scarring, exposed maintenance or service areas, and open rubbish heaps will not be allowed.

Preservation of existing mature vegetation close to the buildings will allow select views through the trees while still providing natural screening and a degree of privacy for the buildings themselves.

To protect the views of uphill lots and the privacy of downhill lots, the following planting philosophy shall be adopted for the lots:





Planting toward the edge of the lot lines should be with plant material of broader shape heads. The density of planting should be reasonably sparse in order to protect the views of uphill lots.

When growth obstructs the views of a neighboring lot, shrubs can be naturally topped. Selected interior pruning of trees during young growth, and the pruning of heads, are techniques to be employed regularly by the owners. The DRC may require that trees be removed or pruned as necessary.

3.2.15 Location of Construction and Limits of Disturbance

Each lot on the Plat illustrates the maximum “building envelope” that will be allowed on Ranch lots and setbacks for Estate lots. Within this building envelope, the property owner and his consultants must designate the “dwelling coverage” area. Once the dwelling coverage is established, “limits of disturbance” (LOD) must be set which may not exceed 15 feet around the perimeter of the dwelling foundation.

Limits of disturbance must be fenced with orange plastic fencing prior to any site work occurring; and the DRC shall inspect the site for compliance with this requirement prior to the property owner’s commencement of construction. At least 40% of disturbed areas outside of the dwelling coverage must be revegetated with trees and shrubs pursuant to Section 4.4.4.2 below.

3.2.16 Grading

To preserve existing landforms and site vegetation, grading plans for each property should be sensitive to the natural plant massing and features of the site. Grading and construction practices, which disturb these natural features, promote erosion and extensive revegetation. Building, roads and driveways should be carefully fitted to the site. Every effort should be made to minimize grading and excavation and to contain construction within fixed limits including materials storage and construction vehicle parking.



3.2.17 Erosion Control

To prevent erosion and maintain the essential quality of the site, the following construction practices are expected:

1. Strict adherence to the set limits of disturbance including stockpiling, equipment parking, and traffic to be confined therein;
2. Limits of disturbance will be fenced as stipulated in Section 3.2.13;
3. Trees within the construction zone that are to be preserved must be fenced off to protect them from injury or removed. Where tree sizes and slopes permit, they must be stockpiled in accordance with established nursery practices for relocation on the site following construction. Trees must also be protected from grade changes within their drip lines. As depicted below, changes in grade have respected the tree's drip line in the acceptable example but in the unacceptable example, grades have been changed within the drip lines.
4. Cuts and fills, when required for construction of roads, driveways and pathways, should conform to accepted engineering practices with naturally rounded tops and toes of slopes. Revegetation is required on all cut and fill slopes.
5. During and after construction, the following erosion control practices must be implemented:
 - a. During Construction:
 - i. Temporary stockpiles of topsoil must be stabilized either by mulching or covering
 - ii. Temporary runoff channels must be built to drain construction zones; in areas draining two acres or less, channels must have silt screens installed at appropriate locations; silt screens should consist of plastic fabric stretched across and anchored to the bottom of the channels with hay bales placed on the upstream side of the fabric; where watershed above the site exceeds two acres, temporary



earthen berms must be used in lieu of silt screens.

- iii. 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.

b. After Construction:

- i. All embankments constructed as part of cut/fill operations will be seeded and mulched as soon as final grading has been completed.
- ii. All building site areas must be seeded and mulched as soon as final grading has been completed.

3.2.18 Site Grading Requirements

All demolition, clearing, grubbing, stripping of soil, excavation, compaction, and grading must be completed within the owner's property area in accordance with all applicable Mapleton City regulations and ordinances. Existing vegetation and landscaped areas must be protected during all construction operations through the use of approved fencing or other barriers. Open slope landscaping and roadways damaged by any construction of any property owner must be replaced, per Mapleton City at the lot owner's expense.

3.2.19 Driveway Grading

Heated driveways are encouraged and driveway slopes should not exceed 12% at any point. If site conditions require that any point along a driveway exceeds 12% then a snow melt system is recommended. Changes in the grade along the length of the driveway must be designed in accordance with recognized civil engineering road design standards and this information must be clearly indicated on the driveway design plans. Abrupt changes in grade are not acceptable.

Where snow melt driveway systems are installed the shoulder strip approximately six feet in width or approach from the roadway servicing the residence should be provided with its own separate zone. This will prevent





costly replacement in the event that the utilities in the shoulder need to be worked on at some point in time.

3.2.20 Drainage

Each property has its own natural drainage pattern resulting from its topography and vegetation. Whenever possible, this drainage pattern shall be preserved so as to allow runoff from the open areas of the site to flow into and through established drainage areas. As a condition to the approval of a development plan by the Design Review Committee, each Lot owner will be required to document in a recordable easement the location of permanent drainage easements where runoff is diverted into the existing natural drainage swales. All drainage swales must be either mulched and planted or stabilized by other means immediately following construction.

Each Lot owner will be required to develop a site drainage plan in conjunction with the site grading plan. Where required by Mapleton City of the approved The Preserve at Mapleton plans and specifications, this plan shall include a storage/infiltration system which meets the requirements set forth in the approved The Preserve at Mapleton plans and specifications for individual Lot drainage. The design and installation of these on-lot drainage systems is the responsibility of the Lot owner.

3.2.21 On-Lot Landscape Standards

The Preserve at Mapleton Landscape Plant Palette is included as Appendix C to these Design Guidelines. The listing includes plant species that have been recommended for incorporation into the landscape plans of the individual lots and parcels. Any variations from these lists will be approved at the sole discretion of the DRC.

Plant materials perform a variety of extremely important functions. They reinforce and define the forms and spaces, separate and screen pedestrians and automobiles, direct and buffer winds creating desirable micro-climatic conditions, and enhance the architecture of the environment. The placement, choice, maintenance and replacement of plant





materials in The Preserve at Mapleton is an important component of the development. The revegetation of disturbed areas and the landscaping of newly developed areas is an integral part of the design process. A strong relationship between the planting and other architectural and natural features of the site is essential to obtain a balanced, unified development

Revegetation:

Every property owner and developer should seek to minimize the impact of construction on the existing landscape. However, some disruption will be inevitable. Correcting the damage done during the construction process requires revegetation. To the greatest extent possible, revegetation should recreate the earlier character of the site using indigenous shrubs and trees, preferably relocated from areas disturbed by construction if possible. Any plant material designated for preservation should be protected during construction by ensuring that grade changes are made outside the drip line and by minimizing soil compaction.

New Plantings:

A minimum schedule of trees shall include:

Six (6) 72-inch box or larger or 20 foot or taller trees on Ranch Lots 56 – 92

Two (2) 72-inch box or larger or 20 foot or taller trees on Estate Lots 1 - 55

New plantings should be located in a way that respects and emulates existing plant patterns and communities. Trees, shrubs and ground covers are usually found in groups of similar species rather than isolated or integrated with a number of other species. New plantings should follow the patterns characteristic of the site and its environs and blend smoothly with the existing conditions. As a general rule, coniferous trees should be placed on the north and east sides of building lots and deciduous trees on the south and west to preserve existing sunlight patterns. A detailed landscape plan showing methods for preserving and including existing vegetation in development designs should be provided to the DRC in the Construction Documents Package.





Special attention should be paid to the use of drought tolerant and fire resistant plantings to minimize consumption of water, preserve resources, and reduce fire hazards. A listing of fire resistant plant materials is included in Appendix B.

Ornamental plantings should be concentrated at entrances, plazas, courtyards and in planters adjacent to buildings to add variety and interest to the pedestrian areas and to emphasize the importance of an area. Ornamental landscaping beyond these locations is allowed, however, careful consideration shall be given to transitions and connections between landscape areas to avoid a disjointed appearance. These landscaped areas serve to soften paved areas and cold architectural spaces and encourage pedestrian use and activity. Landscaped areas should be planned as an integral part of the project development and not simply located in leftover space.

No plant material should be located in drip lines under building eaves that do not have gutters. Plant materials should be selected for structure, texture, color, ultimate size, hardiness, fire resistance and drought tolerance.

Solar Orientation and Views:

Solar aspect and the views of others should be considered in designing for new plantings so that existing patterns of sunlight and view corridors are not obscured. The present and future impact of plantings on adjoining sites should be carefully assessed. New plantings that create major interference with the views or solar access of neighboring properties will not be permitted.

Planting Standards:

The landscape plan for each lot or parcel should be designed to complement the overall landscape plan for The Preserve at Mapleton. Accordingly, plant palettes listed in these Design Guidelines should be used for selecting all plant materials. Trees and shrubs should provide the principal landscape image for the community. Use of herbaceous and short-lived plants should be minimized. Shrubs and ground covers should completely cover the soil



when mature. Slope surface stabilization should consist of groundcover plant material, wild flowers and grasses to be hydroseeded or installed by another method appropriate to the plant type and area. Selection and installation of plant materials should take maintenance and water usage requirements into account.

Installation Standards:

It is recommended that all irrigation and planting installation be undertaken by the property owner or competent contractor licensed to perform such work under a Utah State Contractor's License or equivalent. It is recommended that contractors performing construction and installation work provide a minimum one (1) year guarantee from time of completion of all work on all work and materials.

On-property planting will cover all disturbed slopes and at least forty (40%) percent of limits of disturbance other than dwelling coverage and other impervious area. Removal of plantings on slopes installed by developer and all other on-property planting installed by the developer will be prohibited except upon approval of the DRC. Existing trees along the roadway removed after approval for any reason will be replaced with the same species of tree of a like size, or as large a size as is commercially available, in approximately the same location.

Landscaping installation shall start within 30 days and finish (according to approved plans) within 90 days after the final Mapleton City building inspection of any structure. Vegetation of varying heights and textures shall be placed along perimeter walls and fences to soften hard planes and to create interest.

Irrigation Standards:

Landscaped areas should be provided with a suitable permanent method for watering all plantings. Irrigation systems shall be used that offer state-of-the-art delivery of water to plantings in the most conserving manner available. Care should be taken not to excessively irrigate existing plant materials or create overly wet ground conditions that might result in root rot. Proper drainage must be provided.



Within The Preserve at Mapleton, the irrigated area is that portion of a lot or parcel that may be irrigated or planted in non-native plants using additional water. The actual irrigated area will be shown on the final plat.

All irrigation systems shall be designed by a landscape architect or an irrigation specialist to insure efficient water management and plant growth. The irrigation system for each lot must be designed so that water does not cross property lines

The irrigation designer shall consider environmental conditions such as sun and shade, soils, terrain, percolation rates, moisture sensing, erosion control and wind.

All landscape areas must be irrigated with a permanent below grade irrigated system controlled by individual homeowners with automatic control valves. Low precipitation heads shall be utilized for maximum water conservation and slope stability. Pop up type heads should be used adjacent to driveways and walkways. These systems should be installed as soon as possible after construction and prior to placement of plant material.

Use of proven name-brand equipment, tensiometers and automatic controllers is highly recommended. Irrigation construction drawings should indicate all components used and their method of installation.

With the exception of slopes, impact heads shall not be permitted for on lot irrigation systems. All systems shall be of "spray type" or "drip" heads, adjusted to trim to the property line. In no case shall heads throw over adjacent drives or to neighboring structures.

Maintenance Standards:

As part of the landscape installation program, a ninety (90) day landscape warranty period shall be included to allow the contractor a period to insure correct installation and satisfactory plant health, prior to acceptance of his work by the property owner.

On-property maintenance shall be performed on a weekly basis, and shall include:





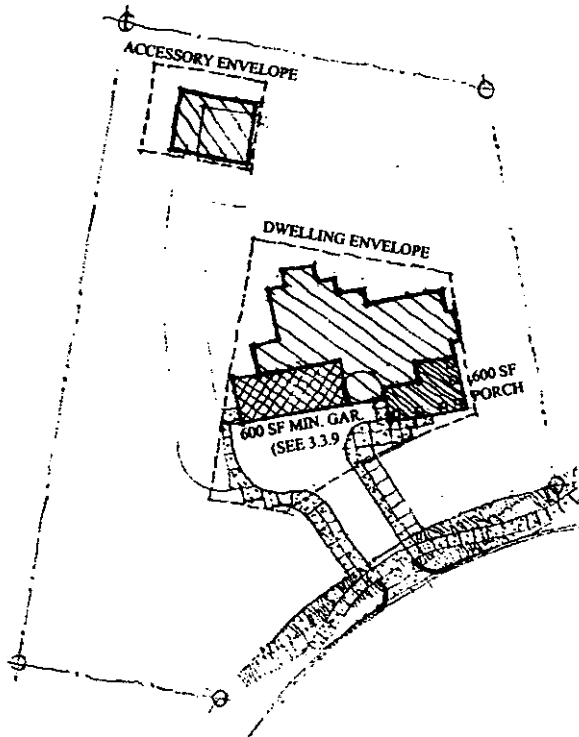
- Trimming and cutting lawns
- Pruning shrubs and trees that affect viewsheds of others
- Removal of dead or dying shrubs
- Removal of all weeds
- Cleaning of all drains to protect slopes
- The on-property maintenance will include brush clearing and thinning for firebreak in accordance with all applicable governmental codes and regulations

No excessive use of water to flush or clean hard surfaces will be permitted. Only electric leaf blowers will be permitted.

3.3 Building Envelope and Controls

3.3.1 Building Envelope

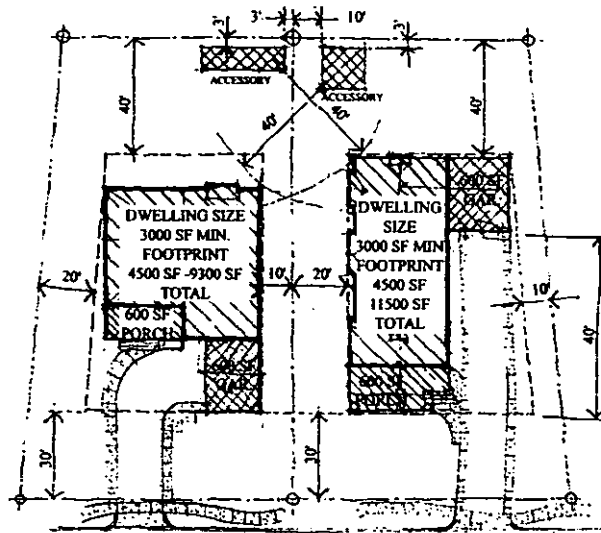
The Ranch Lots 56 – Lots 92 have established building envelopes with boundaries that far exceed Mapleton city's requirements for building setbacks. These envelopes have been sized to accommodate the homeowner and their designer great latitude in working within the boundary while protecting their view corridors, the views of others and the location of adjacent structures and uses. A barn or accessory building location has also been established in coordination with neighboring lots. These envelopes must be strictly observed. Any variation will require special approval from the DRC and written approval of all neighboring lots and any other affected lots as may be determined by the DRC. In any case the minimum requirements of Mapleton City must be adhered to.



(See Appendix C)

The Estate Lots 1 – 55 shall have the following setback requirements. These requirements will be more restrictive than those of Mapleton City, but may, in no case be less restrictive.

- Front Yard Set Back: 30'
- Side Yard Set Back: 10' on one side and 20' on the other such that no home (lots 50 – 53 may be 10' on both sides)
- Corner Side Yard Set Back: 30'
- Rear Yard Set Back: 40' (lots 8 – 16 and 49 – 55 may be 25')
- Accessory Building Side Yard Set Back: 3' but no less than 13' from an existing accessory building and 40' from an existing residence.
- Accessory Building Rear Yard Set Back: 3' but no less than 13' from an existing accessory building and 40' from an existing residence.



(See Appendix C)

Only unsupported roof overhangs may encroach on the setbacks and envelopes. No supported decks or structures will be allowed to encroach into setbacks or beyond the edge of the building envelope. These conditions will be reviewed and approved or disapproved by the DRC on a case-by-case basis.

3.3.2 Building Character and Scale

Single Family Dwellings in The Preserve at Mapleton are usually restricted to 1 to 2 stories or less (exclusive of basements). Higher buildings must be stepped back or otherwise respond to pedestrian scale.

Façade design shall display a finished appearance on all sides of the building. The design of the upper façade of buildings is important to the scale and texture of The Preserve at Mapleton. The building facades are envisioned to be of a rich collection of varied yet harmonious facades, adding interest, scale and rhythm to the project.

For stacked floor plate designs, the floor area of succeeding or higher stories of a dwelling must be no larger than 75% of the next lower story if that lower story, as measured by the intersection of the floor plate plane with natural grade, is 50% or more above



natural grade. In split-level designs such ratio is by reference to the floor directly below as opposed to the half-story.

Proposed variations from this guideline are subject to review and may be approved by the DRC c basis without obligation to any other Lot owners in the project.

Building facades must include architectural features such as bay windows, balconies, dormers and façade detailing as textural elements, which strengthen the scale and project image.

Building facades shall give a substantial appearance, and openings shall display a “punched” appearance. Curtain walls or facades incorporating long horizontal strip windows are not permitted.

Covered decks, balconies and porches are strongly encouraged as they provide usable outdoor space and add life and interest to the street. Every living unit shall have a spot to catch the sun.

Ranch Lots (56 – 92): In keeping with the ranch feel of the preserve, structures on the Ranch Lots should make reference to ranch, farm, mill or similar rural archetypal forms. Some emphasis should be placed on the horizontal, rolling character of the surrounding landscape.

Estate Lots (1 – 55): The Estate Lots should follow a similar character to the requirements of the Ranch Lots, however, more suburban design elements will be considered.

3.3.3 Building Bulk Criteria

To the extent possible, buildings in the development should conform to the following criteria in order to attain architectural forms visually related to the shapes of the mountains and rolling foothills, and to achieve strong architectural ties to the landscape.

Buildings shall step from level to level as possible. Unbroken vertical elevations shall be avoided; and elevations designed to emphasize horizontal lines by use of stepped levels and/or balconies and decks are encouraged.

3.3.4 Dwelling and Other Impervious Coverage of the Lot





Ranch Lots (56 – 92): Dwellings on the Ranch Lots shall have a minimum of 7,500 s.f. coverage as defined where the foundation touches the ground. Impervious coverage of the lot, excluding driveways, shall be limited to a maximum of 50% of the Dwelling Coverage. There is no minimum requirement for impervious coverage.

Estate Lots (1 – 55): Maximum Dwelling Coverage and Impervious Coverage shall be calculated as follows:

Lot Size	Dwelling Coverage	Impervious Coverage
< 34,000 sf	5,600 sf	3,000 sf
> 34,000 sf	7,000 sf	3,500 sf

3.3.5 Floor Area

In order to develop a community of compatible values a minimum floor area for each house will be required. To insure that the intensity of each lot development is not excessive, a maximum floor area for each house is established.

Minimum Home Size

Ranch Lots (56 – 92): The minimum custom home size for the Ranch Lots is 7,500 sf on the main level. The minimum home size may include the garage and covered porches. It excludes the basements as defined by the building code. In addition to the minimum home size, the minimum garage size is 600 sf (or as required by 3.3.9, whichever is greater) and the minimum covered porch size is 600 sf. These minimums may be reduced if connected by walls and other design elements to tie into accessory buildings and amenities located within the building envelope; and as approved by the DRC. The maximum upper level shall be limited to 75% of the main level.

Estate Lots (1 – 55): The minimum custom home size for the Estate Lots is 4,500 sf with a minimum footprint of 3,000 sf. Both figures are calculated so as to exclude 600 square feet of the garage, 300 square feet for porches, and a basements as defined by the building code. These minimums may be reduced at the

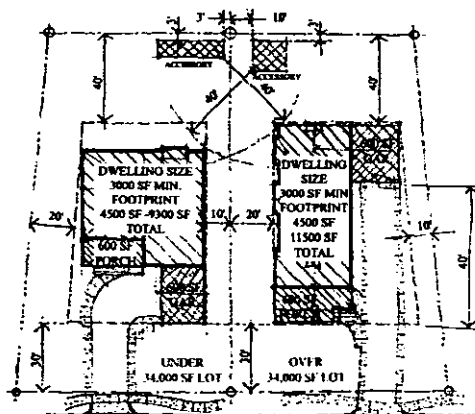


discretion of the DRC. The maximum upper level shall be limited to 75% of the main level.

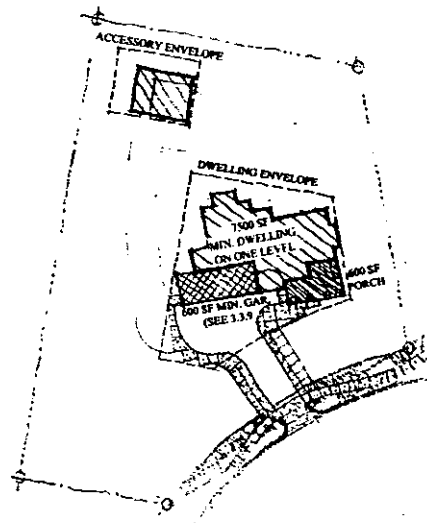
Maximum Custom Home Size

Ranch Lots (56 – 92): There is no maximum home size for the Ranch Lots.

Estate Lots (1 – 55): The maximum home size for the Estate Lots is 9,300 sf for lots under 34,000 sf and 11,500 for lots over 34,000 sf. Both numbers are exclusive of covered porches, basements as defined by the building code, and 600 sf for a garage. With maximum coverages as described in 3.3.4 above.



ESTATE LOT



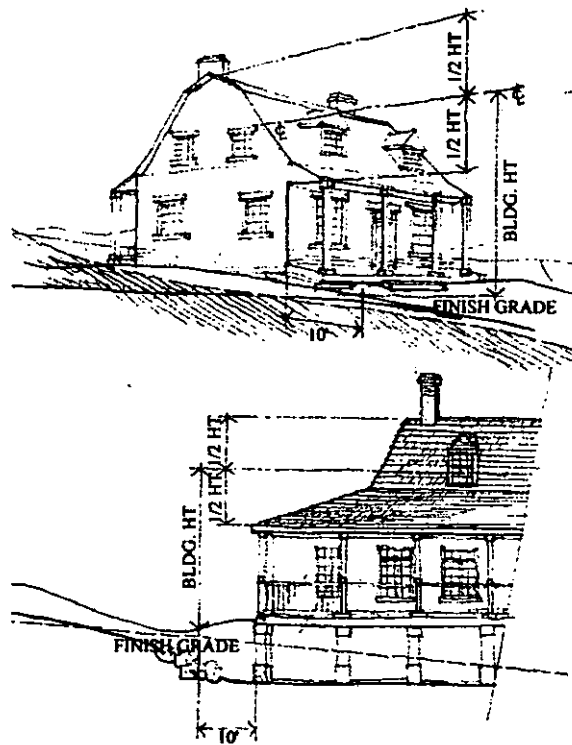
RANCH LOT

3.3.6 Maximum Building Height

Building height of residences shall not exceed (2) stories above the basement level with a maximum of thirty feet (30') plus allowable increases as described below or as increased by future modifications to the PRC zone height ordinance. Building height shall be measured from finished grade of the lot at the midpoint of the main roof pitch, excluding dormers, chimneys, mechanical and other equipment. Measurement shall be taken on any three (3) sides of the structure (not necessarily from a walk-out basement). Finished grade shall be established

ten feet (10') away from the structure since all lots have a 30' setback from a city street.

On lots where building set backs exceed Mapleton City minimums for a PRC zone, the 30' maximum height may be increased by 1' for every 2' of setback increase to a maximum of 40' measured from finished grade of the lot to the midpoint of the main roof pitch, excluding dormers, chimneys, mechanical and other equipment. The building setback used for height increase shall be taken from the smallest increased in setback.

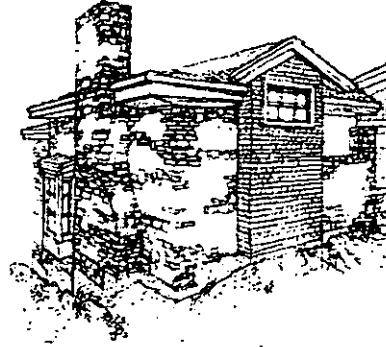


NOTE: The above requirement may be modified to comply with height increases and variations of the the method of interpreting the current zoning ordinance at the time of adoption of this design guideline.

3.3.7 Variations in Building Elevations



To create a “human” scale and visual interest homeowners are encouraged to vary building elevation planes and finishes. Walls with large or long planes devoid of steps and variations are prohibited. A guideline that should be used is to interrupt or step out the wall plane by 2’ in no more than 20’ maximum intervals.



3.3.8 Permitted Architectural “Projections”

Chimneys, lightning rods, and other incidental architectural projections are permitted to reasonably exceed the height limits described above.

3.3.9 Garages and On-Lot Parking

Each Lot must contain at least a three-car garage (see table below). For purposes of calculating allowable square footage the maximum allowable area for a garage shall be 600 s.f. per dwelling. Larger garage areas will be counted against the total allowable floor area of the dwelling.

Garage doors may not face the street unless set back at least 30’ from the closest residence wall facing to the street.

Parking for residential uses is based on the size of the residential structure, as shown on the following table:

Garage and Parking required for Residential Uses:

SF Area	Number of garage spaces	Total number off-street spaces
4,500 – 7,999 SF	3	4
8,000 – 14,990 SF	4	6
Over 15,999 SF	5	8

3.3.10 Double Lot Purchases

If a single home is planned to be built across the internal property lines of double/multiple lots, then the internal lot line must be eliminated. The resulting parcel shall be treated as one lot for all further purposes and such combination shall be deemed permanent. No lots, once combined, may be subdivided. The owner shall be required to file a lot tie with the City of Mapleton, and shall record such lot tie with Utah County Recorder prior to commencement of construction. (The ownership of adjoining lots is not, by itself, evidence of combination or intent to combine, and combination is not deemed to have occurred unless and until a Notice of Combination has been recorded, or a structure built which crosses the common lot boundary line.)

The resulting larger lot shall be allowed coverage, impervious area and dwelling size according to the tables proceeding as 1 lot, not the sum of the allowed areas prior to combination.

The limits of disturbance area shall be revised by applying the ratio between the dwelling size allowed on the largest uncombined lot to the combined dwelling size allowed to the area of disturbance on the largest uncombined lot. The configuration of such area must meet all applicable setbacks and shall be subject to discretionary review by the DRC. DRC may disapprove the limits of disturbance based upon visual impact, vegetation impact and neighborhood compatibility. The Committee shall consider and rule upon such combinations prior to purchase if so requested.

Each lot, regardless of whether it was part of a double lot purchase, shall be treated individually under the governing documents for The Preserve at Mapleton. The voting privileges and payment of appropriate assessments to The Preserve at Mapleton HOA will be based on the number of original lots in the purchase. Thus, where two lots are combined into one, the owner will be assessed for two



lots and may vote for two lots. A lot combination may require a plat amendment process through Mapleton City.

3.3.11 Unique Design Requirement

The DRC specifically reserves the right to prohibit a given design in architectural plan and elevation from being repeated on two separate lots in The Preserve At Mapleton. Change in elevation shall be defined as altering the design of several of the facade elements including, but not limited to, windows, doors, surface materials or colors, roof pitch and roofing materials. Any change in elevation must be consistently detailed on all sides of the home. The property owner is encouraged to work closely with the DRC in modifying elevations.

3.4 Materials and Features

3.4.1 Exterior Walls Surfaces

Homes in The Preserve at Mapleton are encouraged to have varied, textured finishes that portray quality, longevity and draw from historically proven treatments. Wall treatments fall into 3 categories: Heavy/Durable finishes, Soft finishes and Trim/Accent Finishes. Fenestrations (doors and windows) and Appurtances complete the façade.

To accentuate the natural setting, homes are encouraged to be designed to “grow” out of the landscape. This means that applications of Heavy/Durable finishes should be concentrated to the lower levels of facades, transitioning into Soft/Light finishes above. Finishes should be varied with discipline and should not include more than 3 variations on a home unless a specific design is being consciously pursued.

In general, warm colors are encouraged for. Homes should seem to blend into the landscape and history rather than stand out from them. Hence, the color of exterior materials, whether applied or innate, should reflect the appearance of the natural surroundings, or historic paint colors; and not seem synthetic or man made. Accent colors should integrate with the overall color scheme and form of the building.

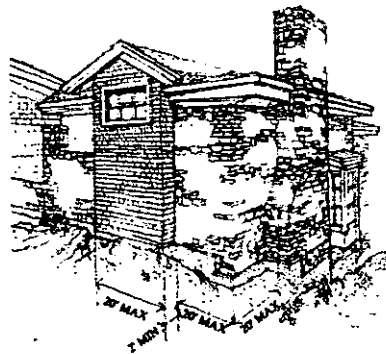
3.4.2 Heavy/Durable Finishes



The use of Heavy/Durable Finishes will create a feeling of substance, quality and mass. The finishes will also tend to be more durable at grade levels where they stand up better to climate conditions. The following materials are allowed:

- Natural stone masonry
- Cultured stone masonry provided it is approved by the DRC from actual samples.
- Brick masonry with “tumbled and sanded” finish or used bricks and flush or hand finished mortar joints. Non- approved masonry includes: wire cut extruded brick with tooled joints, concrete masonry units, Atlas brick, split face and other masonry more adapted to commercial and industrial construction.
- Cut Stone
- Precast Concrete panels
- Plaster and stucco-like materials provided it covers less than 50% of the wall and is interrupted by other approved building finishes. Stucco should be Polymer Based installed over drainable board insulation on an approved moisture barrier.
- Other Finishes may be approved with submittal of actual samples and approved by the DRC. The DRC reserves the right to require actual full size mock-up panels up to 4’x4’.

If available in sufficient quality and quantity, use of local stone should be given high priority.



3.4.3 Light/Softer Finishes

The use of Light/Soft Finishes will create a pleasing contrast or transition from Heavy Durable Finishes. These finishes tend to be more appropriate for surfaces higher above grade or sheltered by deep overhangs and covered porches. Light/Softer Finishes are particularly suited to wall surfaces in the roof such as dormers and tower (not chimneys). Recommended materials include:





- Board and batten of wood or composite wood materials. Battens should be at least 1.1/4" thick and spaced between 12" and 24" on center depending on the scale of the walls.
- Clapboard siding of wood or composite wood material.
- Cut wood shingles of wood or composite wood material
- Split or rough cut timbers and chinking
- Rough cut 2x lumber to simulate split logs and chinking
- Other Finishes may be approved with submittal of actual samples and approved by the DRC. The DRC reserves the right to require actual full size mock-up panels up to 4'x4'.

3.4.4 Trim and Accent Material

Any of the above finishes can be accentuated by proper use of trim and accent materials. The use should be consistent and compatible with other wall finishes. This section includes timber and truss columns and structures. For indigenous consistency round logs are not approved for use weather peeled, smooth or otherwise.

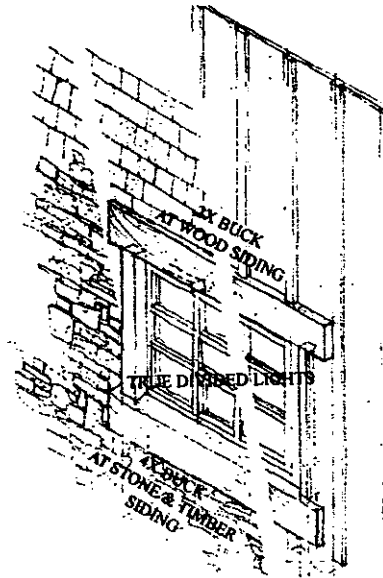
- Stone or Cut Stone
- Precast Concrete and GFRC
- Split or Rough Cut timbers, no logs
- Dimensional rough sawn wood: 4x at Heavy/Durable Finishes, 2x at Light/Soft Finishes.
- Brick courses
- Stucco features only in stucco walls complying with 3.4.2.

3.4.5 Fenestrations

Window and door openings should be recessed on all elevations to accentuate the appearance of wall depth. Openings in walls (doors and windows) should reinforce and strengthen the appearance of the wall and be integral with the function of the building.

Approved windows consist of aluminum clad wood windows, wood finished wood windows, and other metal clad wood windows. The use of vinyl, steel or aluminum windows is not allowed. Plate glass windows over 3' in width or 9 sf are only allowed when surrounded by compatible gridded windows to maintain a human scale or when used as view windows in areas less visible from the street. Natural aluminum or vinyl slider windows are not allowed. All fixed windows and transoms shall be "sash set" so frame profiles match other operable windows.





Window grids must be of the same material of window frames and sashes and must installed at least on the exterior of glass. No integral grids between insulated panes of glass will be permitted.

Glazing should be insulated, gas filled, low-e technology, but may not be tinted or reflective.

Windows shall meet a DP 40 or higher rating for air infiltration, water infiltration and structural performance.

Homeowners are encouraged to take advantage of the “Preferred Vendor” for windows which offers the following benefits to The Preserve homeowners at no additional costs:

- 20 yr. glass warranty/10 yr. window warranty, fully transferable.
- Non-pro-rated coverage for both labor and materials
- VIP service including service calls and screen storage and installation.
- National recognition as a pioneer and top tier manufacturer of clad wood windows.

Below grade windows must have window wells sized to comply with building codes. Permitted window well material include:

- Stone or Brick Masonry
- Landscape rocks
- tiered gardens



Galvanized or painted metal window wells are not permitted.

Glazing should be at least double glazed insulated units with a low-e or other energy conservative coating. However, reflective glazing is not permitted in the project.

3.4.6 Wall Appurtenances

Wall decorations, shutters, bay windows, flower boxes, balconies and other wall appurtenances should be simple, functional, and well integrated with the total design.

3.4.7 Paving

It is strongly encouraged that driveways and other flat paved areas be concrete, exposed aggregate concrete, quarry tile, paving blocks, natural stone, or similar material. Entry paving will be subject to approval by the DRC. Asphalt paving within the lot shall only be permitted in select situations as determined by the DRC.

3.5 Roofs

Roof forms shall be modulated. Roof forms shall be broken up with the use of dormers, or other architectural features. The ridgeline should not be continuous but should be varied in height or broken with chimneys, cupolas, towers or other features.

Horizontal relief: Eave lines, a major cornice/trim line, or other significant horizontal relief shall be located below upper stories to bring the building down to a pedestrian scale. Consider coordination with adjoining eaves, peaks, gables and slopes. Exposed party walls are not acceptable.

Roof snow handling characteristics:

Snow splitters must be substantial, and fitted to all projections on sloped roofs that are not located close to the roof ridge (e.g. Chimneys, vents, skylights, etc.).

Generally, conventional eave troughs or built-in eave troughs should be avoided as they are subject to damage from snowshed.

Roofs shall be designed to withstand the freeze/thaw cycle and its impact on snow shed, snow retention, roof drip, icicle management, ice dams, and water infiltration.

3.5.1 Roof Shape and Ridge Alignment

Roof shape is a predominant element for organizing building massing and relating buildings to their surroundings. Roof shape also becomes an important element to establish or convey a predominant style, but roofs must be considered very carefully to prevent the roofscape from dominating the architecture of the project. Roof designs should be functional and provide visual order to buildings and building masses. A single roof shape should dominate building masses to provide harmony. Roof ridge alignments should enhance the visual impact of the primary structure and other buildings on the site.

The following roof shapes are encouraged:

- Gable and gable on gable
- Intersecting gable
- Partial hip
- Full hip
- Double Pitch
- Gambrel (barn roof) may be used with great care if the theme of a home is to recall a barn structure.



Large areas of subordinate flat roofs are not acceptable. A composition of sloped roofs is required in each project. Roofs of connected and adjacent buildings must be fully coordinated.



Not permitted are:

- Flat
- Mansard and false mansard
- A-Frame
- Quonset

3.5.2 Roof Slope

Roof slope is a major force in establishing the roof's shape and subsequent impact. Slope is also an important functional element in shedding precipitation (rain and snow). The slope range considered acceptable for buildings in The Preserve at Mapleton is between 4:12 and 10:12. Lesser slopes will be discouraged. Roofs should truncate above the ground and roofs on both sides of a ridge should be the same slope, but not necessarily the same length. Naturally, building codes must be met regarding the distance from the roof eaves to finish grade.

Roof overhangs should be encouraged as extensions to protect walls, to protect and cover pedestrian traffic below, and to direct water shedding to desired locations. Roofs should not be designed to shed onto adjacent properties, walkways, paved areas, driveways or decks.

3.5.3 Roof Surfacing Material

Careful consideration should be given to selection of roofing materials. Color and texture are major elements in successfully blending buildings to the natural setting. The goal is to select roofing materials that are in harmony with nature and function to combat local weather conditions.

Cedar shake and cedar shingles must have approved fireproofing treatment.

Concrete and fiberglass shakes and shingles as substitutes and metal roofs shall be selected so as to be functional and durable considering the effects of climate and snow.

Asphalt shingles are prohibited.

The color of roof materials must be generally neutral or muted in order to blend with or enhance the colors of the natural landscape. All roof flashing materials shall be pre-finished metal to match roof color. Consider the color of neighboring roofs to create a complementary roof palette; avoid selecting strongly contrasting colors. Thin wood trim



sections are prohibited. Wood trim sections and eave lines should have substantial appearance.

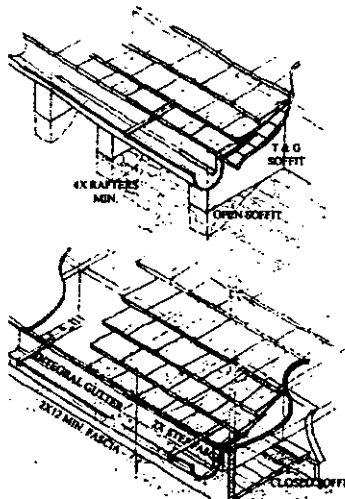
Acceptable roofing materials include:

1. Roof tiles must be slate, concrete or fiberglass shakes or approved clay tiles, or other approved natural materials.
2. Fiberglass roof tiles must be pre-approved by the DRC as to color, form and structural value.
3. Flat roof areas must be covered with matching surrounding roof color. Submit with color board.
4. 'S' tiles are prohibited.
5. Limited use of zinc or galvanized finish (non-painted) roofs may be allowed, subject to review by the DRC
6. White and blue color roofs shall not be approved or permitted.
7. Crushed rock or other rock, asphalt shingles, and asbestos or other composition roofs are not permitted.

Other roofing material may be approved with submittal of actual samples and approved by the DRC. The DRC reserves the right to require actual full size mock-up panels up to 4'x4'.

3.5.4 Soffit and Fascia

Generally, Fascia thinner than 12" is not allowed. Fascia should be substantial (twelve or more inches) and should step to create shadow lines and avoid cupping and oil-canning. Fascia should be designed to coordinate with gutters, headers and downspouts. Each step in the fascia must be 1.1/2" thick.



Soffits may be horizontal or follow the plane of the roof slope. Soffits must be finished with approved trim material to match the house. Aluminum Soffits and Fascea are not allowed. Usually enclosed soffits



are more fictional and manageable. Open soffits with exposed rafters may be permitted if detailed to support gutters where required, if underside of exposed soffits are detailed with tongue and grooved boards and if rafters are 3x or 4x and spaced appropriately.

3.5.5 Roof Appurtenances

Roof appurtenances should be integral parts of the architecture of the building. Clerestories, dormers and skylights create interest and add interior light, but they should also integrate with the overall exterior design. Placement on the roof is crucial in creating a pleasant effect.

Dormers generally should be gable, shed, hip or derivative types. Non-functional roof ornamentation should be avoided.

Diverters, gutters, downspouts and similar accessories, if used, should be designed within the total roofscape. Mechanical, electrical and roof access equipment, vents and antenna should be integrated into the roof or dormer design and not be visible from public views. Ridge ventilators are acceptable. Skylights, solar collectors and clerestories should be designed as masses at angles relating to the primary roof, not as applied forms.

3.5.6 Gutters

Gutters and downspouts are required on street frontages and must be designed as continuous architectural features. Copper gutters and downspouts of custom shape are encouraged. All downspouts must be connected to the storm drain system wherever possible.

3.5.7 Chimneys and Chimney Caps

In general chimneys of masonry or stone to match that used on the home are required. The DRC may approve chimneys of another prominent material on the home if special conditions warrant. Back draft and spark arrestors must be included and designed into the chimney. All designs must comply with current ordinances and codes.

3.5.8 Skylights

Skylights may be designed as an integral part of the roof. Skylight glazing must be clear, tinted or white. Reflective glazing is prohibited. Skylight framing and flashing material must be anodized bronze or colored to match the roof. Unfinished natural aluminum framing and flashing is prohibited.

3.5.9 Flashing and Sheet Metal

All flashing and sheet metal must either be copper or must be colored to match attached material.

3.5.10 Vents

All vent stacks and pipes must be colored to match the adjacent roof or wall material. Vent stacks should be grouped on the side or rear of the roofs. Vents should not extend above the roof ridgeline. Wherever possible vents and stacks should be located at the rear of ridgelines so as to not be visible from the street.

Venting stacks, flues and other similar projections should be concealed or integrated within the roof form and or color.

3.6 Other Building Elements

3.6.1 Antennae

Roof mounted equipment must be concealed. Satellite dishes and mechanical equipment must be planned as part of the roof so they are concealed from all pedestrian viewpoints and any overlooking development.

No television or radio poles, clotheslines, or other external projections other than those originally installed by the developer or approved by the DRC and any replacements of similar type, size and construction, shall be constructed, erected or maintained on any lot or structure in the project. No wiring, insulation, air conditioning, or other machinery or equipment other than that originally installed by Developer or approved by the DRC and their replacements shall be constructed, erected or maintained on any Lot or structure in the Project. Each owner shall have the right to maintain television or radio antennae within completely enclosed portions of his or her house. No owner shall operate an electronic or radio transmitter or sending device, short-wave radio, CB radio, or "ham radio" which



interferes with television or radio reception to surrounding properties. No appliances or installations on exterior roofs of structures shall be permitted without DRC approval, including without limitation, roof top turbine ventilators, unless the same are installed in such a manner that they are not visible from the streets or neighboring Lots.

3.6.2 Solar

Building masses and surfaces should be planned to allow solar access and minimize interference with natural sun patterns. Designs should consider:

1. Shadows cast by buildings, land features, and landscaping;
2. Reflectivity of material color and surfaces;
3. Large paved areas capable of absorbing the sun's radiation and creating undesirable "hot spots" during the summer;
4. Direction of cooling breezes;
5. Landscaped and grassy areas reflecting the sun's radiation, capable of moderating climatic effects.

No Owner shall install any solar heating panels or other solar energy equipment without the prior written approval of the DRC, which shall have the right to approve or disapprove the size, shape, color, materials, construction or location of such panels.

3.6.3 Fire Sprinklers

Fire sprinklers shall be as required by the Fire Marshal having jurisdiction.

3.6.4 Fences and Walls Above Grade

Walls shall be constructed only within the buildable envelope area or as allowed by Mapleton City. Fencing may only extend beyond the buildable envelope to enclose the lot or pasture perimeter.

3.6.4.1 Fencing and Wall Height and Distance from Structures

Fencing and walls may not exceed six (6) feet in height. All fencing heights are measured vertically from the average finished grade at the base of the fence or wall.

3.6.4.2 Fencing and Wall Material

Fencing and walls must be of wood, plaster, stucco, concrete or masonry finish, or tubular steel. Where plaster walls are permitted, stucco or plaster must be applied to concrete block or steel framed walls. Wood framed plaster walls are not permitted.

All other wall and fencing materials are prohibited. Gates should be tubular steel. Wood gates will be permitted if approved by the DRC. Gates are prohibited at utility easements, streams, paths or protected open space areas.

3.6.4.3 Fencing, Walls and Hedges in Setback Areas

All Front setbacks are to remain open and unwalled or unfenced except as may be approved by the DRC.

No hedge, hedgerow, wall or fence or other structure shall be planted, erected, located or maintained along the side or rear setback property line of any lot which interferes with any drainage easement or which is higher than six feet above the finished grade at the lot line (unless exception is allowed by the DRC).

All other fencing shall be reviewed and approved in advance by the DRC.

3.6.5 Surface Drainage

All retaining walls must be properly waterproofed and drained. Sheet flow, roof water, and overflow irrigation water must be drained. All bench and vertical drains must be stained or colored so as to blend in with the surrounding landscape and/or buildings as determined by the DRC.

3.6.6 Mailboxes

Currently, there are common mail delivery locations on the property as required by the postal service.

If the "service" ever returns to the United Postal Service and individual house delivery is provided, mailboxes shall be as specified by the DRC,



provided by the lot owner, and maintained by the lot owner. Address numbers shall be incorporated into the design.

3.6.7 Gas and Electric Meters

Gas and electric meters are to be located in enclosed cabinets, within recesses or behind screen walls which are part of the architecture and which are in conformance with utility company standards. Utility meters must be located in the side setbacks of homes and must be hidden from view. Landscape screens may be acceptable if approved by the DRC.

3.6.8 Trash Containers

Adequate space for garbage storage and recycling must be provided and must meet the requirements of the Mapleton City Solid Waste Disposal Special Service District. Garbage storage must be enclosed.

3.6.9 Mechanical Equipment

All air conditioning, heating equipment must be screened from view and be insulated for sound attenuation. Air conditioning units are not permitted on roofs or in windows.

3.6.10 Appurtenant Structures

All patio structures, balconies trellises, sun shades, gazebos, mechanical equipment structures, decking and other auxiliary structures are to be designed in the character of and must be integral to the home architecture and must be approved by the DRC.

Trellises:

- May not be within common viewsheds, or block views of adjacent neighbors.
- May be either attached to structure, or freestanding.
- May not exceed 10 feet in height when located to the rear of the Building.



Gazebos:

- May extend over slopes, as long as the greatest distance from floor to top of slope does not exceed 8 feet. Skirting, preferably in masonry and dense shrubbery, will be required to soften the impact of the structure as seen from below.
- May not exceed 150 square feet.
- Must be painted or stained in accordance with the Architectural Guidelines.
- May not exceed 10 feet in height if a flat roof, nor 12 feet in height to the ridge of a pitched roof.

3.6.11 Garage Doors

Garage doors must be stained or painted wood and must have the characteristic of carriage or barn doors. Doors with exposed hardware and windows that contributes to the look are encouraged. Sectional steel or aluminum garage doors are not permitted.

3.6.12 Railings

Railings must be of wood or iron sections at least 1/2" to 1" thick with ornamentation to coordinate with the design and trim of the home. Glass rails, thin steel rails, vinyl railings are not allowed.

3.6.13 Trash Enclosures

A location must be provided to store at least 2 trash containers used by the city of Mapleton. The locations cannot be visible from the street and should be shielded from neighboring properties.

3.7 Barns and Accessory Buildings

The Ranch lots and Estate Horse Lots at The Preserve at Mapleton accommodate barns to be constructed in compliance with setback limits and building/barn envelopes (for Ranch Lots). These Barn and Accessory buildings should be constructed to coordinate with the main residence on the lot. The architectural form and vernacular should either be an extension of the design for the house or should be modeled after classic barns structures in history. Butler or "butler" style buildings, industrial buildings and Quonset hut designs are not allowed.

The material and building guidelines in sections 3.4, 3.5 and 3.6 above apply to Barn and Accessory buildings.





Silos or silo-type towers may be constructed if designed in connection to approved barn structures and as approved by the DRC and City of Mapleton.

4 Construction Phase

Each owner shall at all times conform and comply with all approved Plans and Specifications for the improvements on his property and otherwise conform and comply in all respects with the Design Guidelines as well as all applicable laws, ordinances, building codes, rules, regulations, orders and the like of Mapleton City or any agency or department thereof and of any other governmental authority, agency or department having jurisdiction.

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

Prior to construction the DRC shall require the following:

1. The Contractor and DRC shall meet for a Pre-Construction meeting.
2. All vehicular construction activity shall enter and exit only from Main Street through the west end of Preserve Drive.
3. Copy of applicable governmental permits including Mapleton City Building Permit;
4. Limits of disturbance must be fenced with orange plastic fencing prior to any site work occurring; and the DRC shall inspect the site for compliance with this requirement prior to the property owner's commencement of construction
5. Evidence, satisfactory to the DRC, from construction lender(s) of sufficiency of funds to proceed with the construction to timely completion, including copies of any completion bonds from Builder(s) as may be required by lender(s). DRC may require said completion bonds to name DCMA as an additional Obligee.
6. Builder shall give property identification, address and phone numbers where he may be reached at all times (24 hours a day).
7. Owner shall be held responsible by DRC for compliance with all DRC rules and regulations.
8. A foundation survey verifying that no change has been made in the location of the improvements on the property from the Site Plan as finally approved by the DRC.
9. Corners of the Building Envelope on lots 56-92 and Property corners on lots 1-55 shall be permanently staked.



During construction the owner shall cause his Builder to conform to the following:

1. Builder shall satisfy all requirements of the Mapleton City Municipal Code and those requirements of any applicable governmental and private agencies for the hook-up of water, sewer, power, gas, telephone and any temporary use of such services.
2. Portable chemical toilet facilities must be in place at the time construction work is commenced and placed within the limits of disturbance. They cannot be stored on the roadway's shoulders. They should be secured, and will be regularly serviced. Such facilities must be removed when construction is completed or construction is halted for more than 30 days. If deemed necessary, HOA management may require additional services.
3. During the performance of work, construction dumpsters or trash containers will be maintained on a daily basis, including the cleanup of any material that has blown or fallen out of the facilities. HOA management may require the facilities to be covered. There will be no storage of these facilities in roadways or shoulders at anytime without written permission from the HOA management. At all times the lot contractor will keep the work site clean and free of debris, with no stockpiling of debris outside of one of these facilities. These facilities will be emptied regularly and are not allowed to remain full or overflowing. Such facilities must be removed when construction is completed, or construction is halted for more than 30 days. If deemed necessary, HOA management may require additional services.
4. The removal, replacement or adding of guardrail for the driveway access must be in strict compliance with Mapleton City and the responsibility of the lot builder.
5. At no time will storage of any kind be allowed in roadways or shoulders without written permission from HOA management. All building materials and equipment will be stored within the limits of disturbance.
6. No construction work may start before 7:00 a.m. or continue after 7:00 p.m. Please keep deliveries and large equipment (including Dump, Transport, Pumps, Crains and other loud trucks) to an 8:00 a.m. start time for the courtesy of current residents, if possible. No construction work is to be conducted on Sundays or the following holidays: New Years Eve, New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve and Christmas Day. Interior finish work may be allowed at the discretion of HOA management.
7. Concrete trucks will not be allowed to wash out in roadways and shoulders. The lot builder will be responsible to provide a wash site for the trucks within the limits of disturbance, and at no time allowing the material to leave the limits of disturbance.
8. All deliveries will conform to the above construction hours. All loading, unloading and hauling on roadways will conform to required Mapleton





City Municipal Codes. These codes will be strictly adhered to and monitored by the lot site superintendent. If any staging equipment, materials, cranes and or concrete trucks etc. takes up more than one third of the road, you will be required to post signage and provide flaggers for the duration of the road use. At no time shall less than one full lane be available to traffic, and such traffic shall have priority. If at any time the road is temporarily blocked, the driver must remain in the vehicle.

9. All noise abatement laws of Mapleton City or HOA management will be adhered to during construction.
10. Construction site vehicles, equipment and employee vehicles will park within the designated parking only, which has been provided at the pre-construction meeting. No overnight parking at anytime. Violators will be towed at owner's expense.
11. No dogs or any other pets are allowed loose or unleashed at any time.
12. At no time will hunting or firearms be allowed in the The Preserve at Mapleton Development.
13. The construction site will be fenced and maintained in conformance with Mapleton City Municipal Code, so as not to impact the adjacent areas. The placement of seasonal barrier fence adjacent to Trails may be required at the expense of the lot owner, and governed by HOA Management
14. Snow removal and storage will only be allowed within the limits of disturbance. At no time will the builder be allowed to remove or place snow on roadways and shoulders or adjacent lots or open space without specific permission from the HOA management.
15. At anytime HOA Management may require reasonable expanded site clean up, to include roadways, open space, ski runs and trails adjacent to the lot.
16. ALL ROADWAY REGULATIONS ARE STRICTLY ENFORCED AS POSTED.
17. Once the west entrance is available, all construction traffic will access The Preserve at Mapleton through the west entrance at all times; at such time no will construction access through the North and Northeast gates be allowed.
18. The Preserve at Mapleton Home Construction Rules and Regulations and Designated Parking Plan will be provided to all subcontractors and enforced by the lot builder.
19. All construction signage will conform first to the Design Review Committee and then Mapleton City before installation. Any signage not conforming to these regulations will be required to be removed.
20. At no time will the removal or modification of the followings items be allowed: roadways, curbs, shoulders, guardrail, tunnels, bridges, welded wire walls, utilities and landscaping. The lot builder will pay for any damage to these items. See item # 4 for driveway access exception.
21. Violations to the The Preserve at Mapleton Home Builders Rules and Regulations will be subject to assessments through the CC&Rs by HOA



management. The owner's security deposit will be the first source of payment for any assessment. Non compliance assessments items shall be as follows:

- 1st Verbal notice, followed up with a written notice
 - 2nd Written notice with specific time frame to comply
 - 3rd Notice of failure to comply will be sent to Owner and Builder and the HOA management may choose to complete the work or repair and assess the lot owner the full costs of said work plus administrative fees and fines.
22. HOA Management reserves the right to control vehicles on The Preserve at Mapleton property at all times. Any infractions may lead to enforcement as follows:
- 1st time offence will result in a written warning.
 - 2nd time offence may result in the loss of onsite parking privileges for up to 2 months.
 - 3rd time offence may result in the permanent loss of onsite parking and driving privileges and the assessment of fines to the Owner of the lot the vehicle is associated with.

5 Final Inspection and Approval Upon Completion

Upon completion of all improvements to the property, and the issuance of Certificates of Occupancy by Mapleton City, the owner shall submit a letter to the DRC and a copy to the Preserve At Mapleton HOA indicating that all improvements on the property are complete and are in conformance with the approved plans and specifications of the DRC.

1. Upon receipt of the letter, the DRC must inspect the improvements within forty-five (45) days. After inspection, the DRC must notify the owner of either its final approval of the improvements or of its finding that the final improvements fail to comply with the approved plans and specifications. In the event the final improvements constructed by an owner are not in compliance with the plans and specifications submitted to and approved by the DRC, then the DRC, in its sole discretion, may require the owner to remedy such discrepancies to the extent set forth in a letter from the DRC to the owner which shall be issued not later than the conclusion of the forty-five (45) day completion inspection period.
2. If the owner fails to remedy the non-conforming items to the reasonable satisfaction of the DRC within forty-five (45) days following receipt of the final inspection letter, then the DRC may draw upon the owner's bond or require additional cash deposits be made by the owner into a special account in order to provide sufficient funds to remedy the non-conforming items prior to final occupancy of the home by the lot owner or take whatever legal or





other governmental action reasonably necessary to cause the owner to remedy the non-conforming items. Failure by the DRC to notify the owner of any non-compliance within forty-five (45) days after completion of inspection will constitute an approval of the improvements in question.

After receiving final approval from the DRC, the property owner may request a refund from the Preserve at Mapleton HOA of the remaining construction deposit. This amount will be the deposit less any amounts assessed for damage to infrastructure improvements or violations of the construction regulations.



APPENDIX A

DEFINITION OF TERMS

BUILDING ENVELOPE: Each lot on the Plat illustrates the maximum “building envelope” that is allowed on single family estate lots. The building envelope is the area that the home must be built within.

LIMITS OF DISTURBANCE: An area within each lot where grading and vegetation removal is allowed and where the dwelling and all improvements must be sited. Outside of the Limits of Disturbance only approved above-ground thinning of existing vegetation or spot planting, and the reasonable and necessary placement of utility service lines to the Lot may occur.

DWELLING COVERAGE: Within each lot, the Preliminary and Final Plat must designate the maximum size of allowable structures in plan view, including eaves, overhangs, and outbuildings, which may be constructed on the Lot. This is not the Floor Area, but the area of Lot coverage.

OTHER IMPERVIOUS COVERAGE: Within each lot, the Preliminary and Final Plat must designate the maximum area of impervious surface allowed on a lot in addition to the Dwelling Coverage, including driveways, concrete slabs, walkways, steps and other surface impervious to water. Page 35 of the ADD.

IMPERVIOUS AREA: Page 35 of the ADD

TOTAL FLOOR AREA: Within each lot, the Preliminary and Final Plat must designate the maximum Floor Area as defined by the Uniform Building Code, which does not include garages.

GARAGE AREA: Each Lot must contain a garage. The maximum allowable garage shall be 600 square feet per dwelling. Larger garage areas will be counted against the total Allowable Floor Area of the Dwelling.

IRRIGATED LANDSCAPE AREA: The Preliminary and Final Plats for each Single Family Subdivision must show the maximum allowable irrigated area for each Lot. The irrigated area is that portion of the Lot which may be irrigated and/or planted in non-native plants using additional water. The actual irrigated area will be shown on the Final Plat, but will average 1,600 square feet on each Lot. Some drip irrigation of native drought resistant plants may be done beyond this limitation.

UPPER STORY RESTRICTION: Succeeding the higher stories of a dwelling must be no larger than 75% of the next lower story if that lower story, as mentioned by the intersection of the floorplate plane with natural grade, is 50% or more above natural grade. In split-level designs such ratio is by reference to floor directly below as opposed to the half-story.





BASEMENT (1997 UBC): Is any floor level below the first story building, except that a floor level in a building having only one floor level shall be classified as a basement unless such floor level qualifies as a first story as defined herein.

STORY: Is that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except the topmost story shall be that portion of a building included between the upper surface of the topmost story and the ceiling or roof above. If the finished floor level directly above the usable or unused under-floor space is more than 6 feet (1829 mm) above grade, as defined herein, for more than 50 percent of the total perimeter or is more than 12 feet (3658 mm) above grade, as defined herein, at any point, such as unusable under-floor space shall be considered as a story.

STORY, FIRST: Is the lowest story in a building that qualifies as a story, as defined herein, except that a floor level in a building having only one floor level shall be classified as a first story, provided such floor level is not more than 4 feet (1219 mm) below grade, as defined herein, for more than 50 percent of the total perimeter, or not more than 8 feet (2438 mm) below grade, as defined herein, at any point.



APPENDIX B
PLANT LIST

Represented plants are recommendations only.

Type	Botanical Name	Common Name	Height	Spread	Recommended Spacing	Minimum Installation Size	Water Use				Landscape Application					Other		
							Low	Med	High	Soil Tolerant	Shade	Partial	Open Space	Screening	Ornamental			
C	<i>Agave schottlandii</i>	Urch Agave	12"	36"	24"													
C	<i>Dioscorea alata</i>	Sweet Potato	36"	36"	36"													
C	<i>Echinocactus engelmannii</i>	Engelmann Hedgehog Cactus	6"-12"	36"	30"													
C	<i>Echinocactus triglochoides</i>	Chaco Cactus	18"	36"	30"													
C	<i>Opuntia basilaris</i>	Beverly Cactus	12"	48"	42"													
C	<i>Opuntia arborescens</i>	Hedgehog Cactus	12"	48"	42"													
C	<i>Opuntia polyacantha</i>	Prickly Pear Cactus	36"	9'-10'	8'													
C	<i>Opuntia polyacantha</i>	Prickly Pear Cactus	8"	12"-24"	24"													
G	<i>Rhus diversiloba</i>	Shoebush	4"															
G	<i>Ceanothus americanus</i>	Scrub In Summer	6'-2'	24"-36"	24"													
G	<i>Comarostaphylis ovata</i>	Lily-of-the-Valley	8"		18"													
G	<i>Comarostaphylis</i>	Cotoneaster																
G	<i>Euphorbia corollata</i>	Spurge	12"	36"	12" o.s.													
G	<i>Rhus aromatica</i>	Tail Feather																
G	<i>Festuca ovina</i>	Pasture Sheep	12"		12"													
G	<i>Fragaria sp.</i>	Wild Strawberry	8" mat		12" o.s.													
G	<i>Cornus pilosa</i>	Vancouver Gold Gamble	12"	6"	36" o.s.													
G	<i>Hesperaloe parviflora</i>	Sumac, Redrope	8"	36"	24"													
G	<i>Hesperaloe parviflora</i>	Blue Avon grass																
G	<i>Muhlenbergia repens</i>	Creeching Orange Grass	18"		36"													
G	<i>Poa annua</i>	Green Lawn Grass	24"	48"	36"													
G	<i>Poa sp.</i>	Spreading Root	12"	10"	36"													
G	<i>Sedum sp.</i>	Utah Green Sedum, Outburst Sedum, Green Stonecrop, Dragon's Blood Sedum	2" - 12" mat		12" o.s.													
G	<i>Sisyrinchium albidum</i>	Blue N' Cakes																
G, P	<i>Ceanothus americanus</i>	Scrub-In Summer	6'-10'															
G, P	<i>Ceanothus (Ceanothus) lewisii</i>	Winterhake																
G, P	<i>Dalmanthera aspera</i>	Islands, Purple	5"	24"	18" o.s.													
G, P	<i>Dalmanthera aspera</i>	Islands, Yellow	1"	36"	18" o.s.													
G, P	<i>Pyrola rotundifolia</i>	Purple Pinks-Clover																
G, P	<i>Pyrola rotundifolia</i>	Himalayan Pinksflower	12"-18"	12"-18"	18"													
G, P	<i>Sedum sp.</i>		2'-18"	6'-24"	12'-36"													
OG	<i>Andropogon gerardii</i>	Big Bluestem	4'-7'	24"	24"													
OG	<i>Andropogon scoparius</i>	Little Bluestem																
OG	<i>Arctostaphylos</i>	Thymus Grass	12'-20"	12'-18"														
OG	<i>Bouteloua curtipendula</i>	Slate Grass	12'-24"	12"	12"													
OG	<i>Bouteloua gracilis</i>	Blue Ornamental	8'-24"	12"	12"													
OG	<i>Calamagrostis canadensis</i>	Pasture Red Grass	48"	48"	36" o.s.													
OG	<i>Dactyloctenium aegyptium</i>	Tufted Hair Grass	12'-36"	12'-36"	30"													
OG	<i>Elymus (Leymus) cinereus</i>	Great Basin Wildrye	4'-7'	36"-48"	30"													
OG	<i>Elymus glaucus</i>	Blue Owl Grass	24"	24"	24" o.s.													
OG	<i>Elymus repens</i>	Reveries Grass	4'-5'	4'-5'	42"													
OG	<i>Festuca ovina glauca</i>	Blue Sheep Pasture	14"	12"	18"													
OG	<i>Hesperaloe parviflora</i>	Blue Owl Grass	24'-36"	24'-36"	30"													
OG	<i>Hesperaloe parviflora</i>	Midland Grass	2'-7'	36"-48"	24"													
OG	<i>Hordeum jubatum</i>	Purple Moor Grass																
OG	<i>Oryzopsis hymenoides</i>	Indian Rice Grass	12'-30"	12'-30"	18"													
OG	<i>Panicum virgatum</i>	Switch Grass	4'-7'	24'-24"														
OG	<i>Panicum rugosum</i>	Panhandle Grass	48"		36" o.s.													
OG	<i>Schizachyrium scoparium</i>	Little Bluestem	24'-36"	12'-18"	12"													
OG	<i>Scariosa ovata</i>	Blue Moor Grass																
OG	<i>Styphelia triflora</i>	Indian Grass	2'-5'	24"														
OG	<i>Stipa comata</i>	Heads and Tails Grass	36"	12'-12"														
OG	<i>Stipa tenuifolia</i>	Midland Feather Grass	12"	18"														
P	<i>Aspidistra sp.</i>	Yucca	12'-36"	24"	24" o.s.													
P	<i>Aspidistra suberosa</i>	Butterfly Flower	24"	24"	24" o.s.													
P	<i>Aspidistra suberosa</i>	Succulent	5'-10"	12"	12"													
P	<i>Agave sp.</i>	Hyacinth/Agave	2'-5'															
P	<i>Agave sp.</i>	Agave	2'-12"	8"	6'-12"													
P	<i>Allium sp.</i>	Onion-like Allium	12'-30"															
P	<i>Anemone multifida</i>	Blue Star	12'-36"	24'-24"														
P	<i>Anemone multifida</i>	Eden's Adonis Daisy	6" mat		12" o.s.													
P	<i>Anemone multifida</i>	Pearly Brodiaea	36"	24"	18" o.s.													
P	<i>Anemone multifida</i>	Painted Flower	12"	12"	12" o.s.													
P	<i>Anemone multifida</i>	Japanese Anemone	24'-48"															
P	<i>Anemone multifida</i>	Pearly Top	6"	12"	12"													
P	<i>Aspidistra sp.</i>	Columbian	18'-24"	18"	12" o.s.													
P	<i>Aspidistra sp.</i>	Rain Grass	6" mat		12" o.s.													
P	<i>Argemone mexicana</i>	Prickly Poppy	to 36"															
P	<i>Artemisia tridentata</i>	Sea Pinks/Thrift	12"	12"	12" o.s.													



APPENDIX B
PLANT LIST

Represented plants are recommendations only.

Type	Botanical Name	Common Name	Height	Spread	Seasonal Flowering	Minimum Installation Size	Water Use				Landscape Application					Other	
							Low	Med	High	Salt Tolerance	Feature	Plant	Open Space	Screening	Wind-Set		
C	<i>Agave schottlandii</i>	Ukiah Agave	12'	24'	24'												
C	<i>Daphniphyllum whittakeri</i>	Sand/Desert Spoon	36"	36"	36"												
C	<i>Echinocereus engelmannii</i>	Engelmann Hedgehog Cactus	4'-12'	36"	30"												
C	<i>Echinocereus triglochidiatus</i>	Christmas Cactus	10"	30"	30"												
C	<i>Opuntia basilaris</i>	Beavertail Cactus	12"	48"	42"												
C	<i>Opuntia arborescens</i>	Hedgehog Cactus	12"	48"	42"												
C	<i>Opuntia polyacantha</i>	Prickly Pear Cactus	36"	6'-18'	6"												
C	<i>Opuntia polyacantha</i>	Flame Prickly Pear Cactus	6"	12'-24'	24"												
C	<i>Opuntia stricta</i>	Ditchcactus	4"														
C	<i>Opuntia missouriensis</i>	Flame in Summer	4'-5'	24'-36'	24"												
C	<i>Opuntia missouriensis</i>	Lily-of-the-Valley	4"		18"												
C	<i>Opuntia sp.</i>	Cactus															
C	<i>Euphorbia corollata</i>	Spurge	12"	24"	12" o.e.												
C	<i>Plantago lanceolata</i>	Tall Plantain															
C	<i>Plantago ovifolia</i>	Plantain Sheep	12"		12"												
C	<i>Plantago sp.</i>	Wild Strawberry	8" tall		12" o.e.												
C	<i>Castilleja rubra</i>	Vancouver Gold Oxalis	12"	6"	36" o.e.												
G	<i>Hesperis matronalis</i>	Barrens, Rockrose	8"	36"	24"												
G	<i>Hesperis matronalis</i>	Blue Arava grass															
G	<i>Muhlenbergia repens</i>	Coasting Oregon Grass	18"		36"												
G	<i>Stipa arvensis</i>	Great Low Stems	24"	48"	36"												
G	<i>Stipa sp.</i>	Spreading Grass	12"	10"	36"												
G	<i>Stipa sp.</i>	Ukiah Grass, Solonch, Goldenrod Solonch, Great Blue-stem, Oregon Dragon's Blood Solonch	2' - 12'		12" o.e.												
G	<i>Stipa sp.</i>	Horn W. Blood	12"		12" o.e.												
G	<i>Stipa sp.</i>	Parishville	12" tall		12" o.e.												
G,P	<i>Carex muskoxensis</i>	Scare-In-Summer	4'-10"														
G,P	<i>Carex muskoxensis</i>	Waterfall															
G,P	<i>Delphinium elatum</i>	Delphinium, Purple	3'	24"	18" o.e.												
G,P	<i>Delphinium elatum</i>	Delphinium, Yellow	1'	36"	18" o.e.												
G,P	<i>Delphinium elatum</i>	Purple Prickly-Clover															
G,P	<i>Delphinium elatum</i>	Delphinium, Blue	12'-18"	12'-18"	18"												
G,P	<i>Delphinium elatum</i>	Solonch	2'-18"	8'-24"	12'-24"												
OG	<i>Andropogon gerardii</i>	Big Bluestem	4'-7'	24"	24"												
OG	<i>Andropogon scoparius</i>	Little Bluestem															
OG	<i>Andropogon scoparius</i>	Thicket Grass	12'-30"	12'-18"													
OG	<i>Andropogon scoparius</i>	Side Oats Grass	12'-24"	12"	12"												
OG	<i>Andropogon scoparius</i>	Blue Graminoid	8'-24"	12"	12"												
OG	<i>Andropogon scoparius</i>	Purple Reed Grass	48"	48"	36" o.e.												
OG	<i>Andropogon scoparius</i>	Thicket Reed Grass	12'-36"	12'-36"	30"												
OG	<i>Andropogon scoparius</i>	Great Blue Wildrye	4'-7'	36'-48"	30"												
OG	<i>Andropogon scoparius</i>	Blue Oat Grass	24"	24"	24" o.e.												
OG	<i>Andropogon scoparius</i>	Lowland Grass	4'-9"	4'-9"	42"												
OG	<i>Andropogon scoparius</i>	Blue Sheep Fescue	14"	12"	N/A												
OG	<i>Andropogon scoparius</i>	Blue Oat Grass	24'-36"	24'-36"	30"												
OG	<i>Andropogon scoparius</i>	Meadow Grass	3'-7'	36'-48"	36"												
OG	<i>Andropogon scoparius</i>	Purple Meadow Grass															
OG	<i>Andropogon scoparius</i>	Indian Rice Grass	12'-30"	12'-30"	18"												
OG	<i>Andropogon scoparius</i>	Swish Grass	4'-7'	24'-36"													
OG	<i>Andropogon scoparius</i>	Parishville Grass	48"		36" o.e.												
OG	<i>Andropogon scoparius</i>	Little Bluestem	36'-36"	12'-18"	12"												
OG	<i>Andropogon scoparius</i>	Blue Moor Grass															
OG	<i>Andropogon scoparius</i>	Indian Grass	2'-9"	24"													
OG	<i>Andropogon scoparius</i>	Needle and Thread Grass	30"	12'-18"													
OG	<i>Andropogon scoparius</i>	Meadow Feather Grass	18"	18"													
F	<i>Andropogon scoparius</i>	Yarrow	12'-30"	24"	24" o.e.												
F	<i>Andropogon scoparius</i>	Butterfly Flower	24"	24"	24" o.e.												
F	<i>Andropogon scoparius</i>	Monarda	12'-30"	12"	12"												
F	<i>Andropogon scoparius</i>	Thymus/Agastache	2'-3'														
F	<i>Andropogon scoparius</i>	Alum	2'-12"	8"	6'-12"												
F	<i>Andropogon scoparius</i>	Commoned Alum	12'-30"														
F	<i>Andropogon scoparius</i>	Blue Star	12'-36"	24'-36"													
F	<i>Andropogon scoparius</i>	Meadow Adonis Daisy	6" tall		12" o.e.												
F	<i>Andropogon scoparius</i>	Parrot Broomrape	36"	24"	18" o.e.												
F	<i>Andropogon scoparius</i>	Passion Flower	12"	12"	12" o.e.												
F	<i>Andropogon scoparius</i>	Japanese Anemone	24'-48"														
F	<i>Andropogon scoparius</i>	Pussy Toes	6"	12"	12"												
F	<i>Andropogon scoparius</i>	Columbine	18'-36"	18"	12" o.e.												
F	<i>Andropogon scoparius</i>	Rock Grass	6" tall		12" o.e.												
F	<i>Andropogon scoparius</i>	Prickly Puffin	to 36"														
F	<i>Andropogon scoparius</i>	Sea Pinks/Verb	12"	12"	12" o.e.												



APPENDIX B
PLANT LIST

Type	Botanical Name	Common Name	Height	Spread	Recommended Spacing	Minimum Hardiness Zone	Water Use				Salt Tolerant	Kudzu	Landscape Application					Other	
							Low	Med	High	None			Park	Open Space	Screening	Drainage	Choke		
P	<i>Aster sp.</i>	Wormwood, Ragwort	2'-12"	2'-12"	4'														
P	<i>Aster sp.</i>	Alpine Aster, Hardy Aster, Richardson Daisy, Pacific Aster																	
P	<i>Astragalus ruber</i>	Club Lady Slipper	12'-48"	18'-48"	18" o.c.														
P	<i>Astragalus deltoideus</i>	Asplenium	2'-4'	12'-18"	12"														
P	<i>Aster sp.</i>	Bees'-of-Gold	8'-12"	12"	12"														
P	<i>Basilix multiflorus</i>	Dwarf Marigold	12'-36"	18"	12"														
P	<i>Basilix pinnatifidus</i>	Hardwood	18'-24"	18'-20"	18"														
P	<i>Bergenia sp.</i>	Bergenia	12"	12"	12" o.c.														
P	<i>Berberis (sp.)</i>	Chocolate Flower	18'-36"																
P	<i>Berberis aquifolium</i>	Berberis																	
P	<i>Berula sp.</i>	Brodiaea	18'-24"																
P	<i>Calliopsis bicolorata</i>	Puppy Tailwort	12"	12"	12" o.c.														
P	<i>Calliopsis sp.</i>	Redtop	12"	12"															
P	<i>Cornus canadensis</i>	Opuntia Dart	18'-24"																
P	<i>Cornus sp.</i>	Redstart Button	24"	24"	24" o.c.														
P	<i>Cornus rubra</i>	Japan's Beard	36"	36"	24" o.c.														
P	<i>Cornus amomum</i>	Snow in Summer																	
P	<i>Cornus</i>	Dwarf Plantago																	
P	<i>Chrysanthemum sp.</i>	Rabbitfoot																	
P	<i>Chrysanthemum</i>	Autumn Crown																	
P	<i>Chrysanthemum</i>	Three-Leaf Coronilla	12'-36"	24'-36"															
P	<i>Chrysanthemum</i>	Mid-Autumn Coronilla																	
P	<i>Chrysanthemum</i>	Yellow Coronilla	15"	15"	12" o.c.														
P	<i>Chrysanthemum</i>	Autumn Crown																	
P	<i>Crocus sp.</i>	Crocus	4'-6"																
P	<i>Delosperma sp.</i>	Ice Plant																	
P	<i> Dianthus barbatus</i>	Barber Pinks	12'-18"	24"															
P	<i> Dianthus barbatus</i>	Madam Pinks	6'-12"	24'-36"															
P	<i> Dianthus barbatus</i>	Pinks																	
P	<i> Dianthus barbatus</i>	Cheddar Pinks	4'-12"	18"															
P	<i> Dianthus barbatus</i>	Outrage Pinks	12'-36"	24"															
P	<i> Dianthus barbatus</i>	Tulipoid	12'-18"																
P	<i> Dianthus barbatus</i>	Ono Pinks	18'-36"	24"															
P	<i> Dianthus barbatus</i>	Dragon's Head																	
P	<i> Dianthus barbatus</i>	Purple Onoflower	36"	24"	24" o.c.														
P	<i> Dianthus barbatus</i>	Candicans, Purple																	
P	<i> Dianthus barbatus</i>	Clubs Thales	24'-48"	24'-36"															
P	<i> Dianthus barbatus</i>	Butterwort, Blenheim	12"	12"	12" o.c.														
P	<i> Dianthus barbatus</i>	Flowers																	
P	<i> Dianthus barbatus</i>	Butterwort																	
P	<i> Dianthus barbatus</i>	Butterwort																	
P	<i> Dianthus barbatus</i>	Butterwort	12"	12"	N/A														
P	<i> Dianthus barbatus</i>	Assilby's Sea Holly	18'-36"	12'-24"															
P	<i> Dianthus barbatus</i>	Eurocymus																	
P	<i> Dianthus barbatus</i>	Hardy Agrimony																	
P	<i> Dianthus barbatus</i>	Jas. pum. Weed																	
P	<i> Dianthus barbatus</i>	Bugbloss																	
P	<i> Dianthus barbatus</i>	Blacktop Flower	12'-18"																
P	<i> Dianthus barbatus</i>	Blacktop Flower	varies		24" o.c.														
P	<i> Dianthus barbatus</i>	Sweet Woodruff																	
P	<i> Dianthus barbatus</i>	Ours	up to 60" high	24'-36"	12" o.c.														
P	<i> Dianthus barbatus</i>	Colorado Gold Hardy Ozark																	
P	<i> Dianthus barbatus</i>	Peil Garden																	
P	<i> Dianthus barbatus</i>	Barber Coronilla	18"	24"	24"														
P	<i> Dianthus barbatus</i>	Bloody Coronilla	6'-12"	12"	12"														
P	<i> Dianthus barbatus</i>	Bloody Coronilla	12"																
P	<i> Dianthus barbatus</i>	Ours, Oregon Rose	12"	12"	12" o.c.														
P	<i> Dianthus barbatus</i>	Scotch Oils																	
P	<i> Dianthus barbatus</i>	Baby's Breath	36"	36"	24" o.c.														
P	<i> Dianthus barbatus</i>	Urb. Sweetvetch																	
P	<i> Dianthus barbatus</i>	Helen's Flower/Sunwood	24'-48"																
P	<i> Dianthus barbatus</i>	Sunrise	6'-8"	36"															
P	<i> Dianthus barbatus</i>	Michael's Buttercup																	
P	<i> Dianthus barbatus</i>	Daffy	15"	12"	18" o.c.														
P	<i> Dianthus barbatus</i>	Green Carpet, Ragwort	5"		12" o.c.														
P	<i> Dianthus barbatus</i>	Red Yucca	24'-36"	36'-48"															
P	<i> Dianthus barbatus</i>	Coast Bells	12"	12"	12" o.c.														
P	<i> Dianthus barbatus</i>	Hyacinths, Purky Sea, Sandsea Daisy																	
P	<i> Dianthus barbatus</i>	St. Johnswort	20"																
P	<i> Dianthus barbatus</i>	Ferrea																	





APPENDIX B
PLANT LIST

Type	Botanical Name	Common Name	Height	Spread	Minimum to Maximum Spacing	Minimum Establishment Rate	Water Use					Native	Landscape Application					Other
							Low	Med	High	Salt Tolerant	Prak		Open Space	Screening	Orn			
F	<i>Banksia integrifolia</i>	Candybark	12'	12'	12' o.c.													
F	<i>Banksia hybrid</i>	Bronzed Iris	8'-8'															
F	<i>Banksia laevifolia</i>	Blizzard Iris	2'-2'	3'	18' o.c.													
F	<i>Callistochortis</i>	Red Hat Yucca	3'	3'	3' o.c.													
F	<i>Callistochortis</i>	English Lavender	1'-1'	1'	12' o.c.													
F	<i>Callistochortis</i>	Summit	8'-10'															
F	<i>Callistochortis x purpurea</i>	Sham Daisy																
F	<i>Callistochortis</i>	Black, Dotted Bleeding Heart	6'-14"															
F	<i>Callistochortis</i>	Lilac, Graybeard	3'	3'	18' o.c.													
F	<i>Callistochortis</i>	Sea Lavender	2'	3'	24' o.c.													
F	<i>Callistochortis</i>	Tand Plant	1'	1'	12' o.c.													
F	<i>Callistochortis</i>	Golden Pine, Perennial Pine, Olive Blue Pine	18'	12'	12 o.c.													
F	<i>Callistochortis</i>	Lilac	7'	3'	24' o.c.													
F	<i>Callistochortis</i>	Marshall																
F	<i>Callistochortis</i>	Blackhat Daisy	8'-12'	12'-18'														
F	<i>Callistochortis</i>	Desert Four O-Clock	24'-30'	24'-30'														
F	<i>Callistochortis</i>	Chinese Silver Grass																
F	<i>Callistochortis</i>	Sea Bells	3'	3'	24' o.c.													
F	<i>Callistochortis</i>	Debbell	varied															
F	<i>Callistochortis</i>	Coleman	12'-30'	12'-30'														
F	<i>Callistochortis</i>	White Evening Primrose	12'-24'	12'-24'														
F	<i>Callistochortis</i>	Beacon Evening Primrose	24'-30'	24'-30'														
F	<i>Callistochortis</i>	Desert Evening Primrose	8'-12'	24'														
F	<i>Callistochortis</i>	Pink Evening Primrose	8'-12'	24'-30'														
F	<i>Callistochortis</i>	up to 30'																
F	<i>Callistochortis</i>	Orange	30'															
F	<i>Callistochortis</i>	Crocus																
F	<i>Callistochortis</i>	Therese Schneider Poppy																
F	<i>Callistochortis</i>	Garden Poppy																
F	<i>Callistochortis</i>	China Poppy																
F	<i>Callistochortis</i>	Ornamental Poppy	18'-40'	24'-30'														
F	<i>Callistochortis</i>	Pinkish Penstemon, Pink Penstemon, Nevada Penstemon, Wavitch																
F	<i>Callistochortis</i>	Penstemon	18'	18'	18' o.c.													
F	<i>Callistochortis</i>	Russian Sage	3'	3'	24' o.c.													
F	<i>Callistochortis</i>	Jacob's Ladder	30'-40'															
F	<i>Callistochortis</i>	Joseph's Ladder	3'	12'	12' o.c.													
F	<i>Callistochortis</i>	Cornish	6'-30'															
F	<i>Callistochortis</i>	Desert Zinnia																
F	<i>Callistochortis</i>	Paper Flower	12'-24'	12'-24'														
F	<i>Callistochortis</i>	Poppy Flower	6'-12'	6'-18'														
F	<i>Callistochortis</i>	Prairie Candlestick	3'	12'	N/A													
F	<i>Callistochortis</i>	Madison Flat	3'	12'	N/A													
F	<i>Callistochortis</i>	Arg Hardy Rosemary	3'	3'	24' o.c.													
F	<i>Callistochortis</i>	Black-Opal Broom	3'	3'	18' o.c.													
F	<i>Callistochortis</i>	Sage, Irish	3'	3'	18' o.c.													
F	<i>Callistochortis</i>	Santolina, Lavender Cotton	12'-24'	12'-24'	30'													
F	<i>Callistochortis</i>	Placoides Flower	18'-24'	18'														
F	<i>Callistochortis</i>	Sedum	2'-18'	2'-18'	12' o.c.													
F	<i>Callistochortis</i>	Hem and Chick	4' var	4'	12' o.c.													
F	<i>Callistochortis</i>	Pink Edmonds Bell	24'-40'															
F	<i>Callistochortis</i>	O'Malley	3'	3'	18' o.c.													
F	<i>Callistochortis</i>	Goldenbloss																
F	<i>Callistochortis</i>	Large-Leaf Lamb's Ear																
F	<i>Callistochortis</i>	Prickly Plant																
F	<i>Callistochortis</i>	Ornamental	12'	24'	24' o.c.													
F	<i>Callistochortis</i>	Thyme	1'-10'	1'-30'	12' o.c.													
F	<i>Callistochortis</i>	Mexican Bushflower	0'	4'														
F	<i>Callistochortis</i>	Thely	varied															
F	<i>Callistochortis</i>	Country Charm Mistle																
F	<i>Callistochortis</i>	Soft Spreading Verbena	12'-24'	12'-24'														
F	<i>Callistochortis</i>	Shiny Goldenrope	18'	18'	N/A													
F	<i>Callistochortis</i>	Yucca, Adam's Needle	3'	3'														
F	<i>Callistochortis</i>	Hammock Plant	6'-8'	24'														
F	<i>Callistochortis</i>	Desert Zinnia	4'-8'															
F	<i>Callistochortis</i>	Blue Hill Bush																
F	<i>Callistochortis</i>	Salt-tolerant Berryberry	4'-8'	0'	2' o.c.	5 gal.												
F	<i>Callistochortis</i>	Umb Berryberry	4'-8'	0'	2' o.c.	5 gal.												
F	<i>Callistochortis</i>	Lead Plant	0'	2'-4'														





APPENDIX B
PLANT LIST

Type	Botanical Name	Common Name	Height	Spread	Recommended Spacing	Minimum Installation Size	Water Use				Salt Tolerance	Native	Landscape Application					Other
							Low	Med	High	Part			Open Space	Screening	Orn.			
S	<i>Acerola</i>	Fruit Indigo	6'															
S	<i>Azaraea</i>	Dwarf Lead Plant																
S	<i>Arctostaphylos patula</i>	Groundcover	36"	6'														
S	<i>Asplenium platyneuron</i>	Black Chokeberry	5'															
S	<i>Asplenium</i> sp.	Sagebrush	12'-48"	36'-48"	36" o.c.													
S	<i>Asplenium</i> sp.	Fourwing Salt Bush	36"	48"														
S	<i>Asplenium angustifolium</i>	Shadeleaf	36'-48"	36'-48"	36"													
S	<i>Asplenium glandulosum</i>	Quercus Salt Bush	12"	48"	36"													
S	<i>Berberis</i> sp.	Berberis	24"	24'-48"	30"													
S	<i>Buddleia davidii</i>	Butterfly Bush	5'-10'	3'-6'														
S	<i>Caryopteris arbutifolia</i>	Silver Fox Shrub	10'	6'	3' o.c.	5 gal.												
S	<i>Caryopteris</i> sp.	Pygmy Fox Shrub	48"	6'														
S	<i>Caryopteris x chionostemata</i>	Blue Mist Spirea	24"	24"														
S	<i>Carotolus laevis</i>	Winterleaf	12'-36"	12'-36"														
S	<i>Carocarpus hirsutus</i>	Mountain Mahogany, Little-leaf	2'-6'	2'-6'														
S	<i>Carocarpus hirsutus</i>	Mountain Mahogany, Curl-leaf	10'	6'	3' o.c.	5 gal.												
S	<i>Carocarpus hirsutus</i>	Curl-leaf Mountain Mahogany	10'	6'	3' o.c.	5 gal.												
S	<i>Carocarpus acuminatus</i>	True Mountain Mahogany	6'	6'	3' o.c.	5 gal.												
S	<i>Chamaenerion</i>	Flowering Quince	5'	6'	48"	5 gal.												
S	<i>Chamaenerion nuttallianum</i>	Parishia	48"	48"	48"	5 gal.												
S	<i>Chamaenerion nuttallianum</i>	Parishia	4'-0'	4'-0'														
S	<i>Chrysanthemum</i>	Queen Wilton																
S	<i>Chrysanthemum</i>	Rubber Rabbitbrush	48"	48"	48"	5 gal.												
S	<i>Chrysanthemum</i>	Rabbitbrush	6'	6'	5'	5 gal.												
S	<i>Cercocarpus</i>	Calico Dwarf Dogwood																
S	<i>Cercocarpus</i>	Shadeleaf	10'-15'	10'-15'														
S	<i>Cercocarpus</i>	Palmyra Cotoneaster	5'	6'	48"	5 gal.												
S	<i>Cercocarpus</i>	Cowberry Cotoneaster	30"	48"	3' o.c.													
S	<i>Cercocarpus</i>	Spreading Cotoneaster	6'	6'	3' o.c.													
S	<i>Cercocarpus</i>	Black Cotoneaster	24'-36"	3'-6'														
S	<i>Cercocarpus</i> sp.	Cotoneaster	6'	10'	36"													
S	<i>Cercocarpus</i>	Cliff Rose	5'	5'														
S	<i>Cercocarpus</i>	Scotch Broom	4'-0'	4'-0'	48"	5 gal.												
S	<i>Cercocarpus</i>	Mission Yew	36"	48"														
S	<i>Cercocarpus</i>	Apache Pine	48"	5'	3' o.c.	5 gal.												
S	<i>Cercocarpus</i>	New Mexico Privet	12'-15'	6'-10'	48"	5 gal.												
S	<i>Cercocarpus</i> sp.	Privet	6'	48"	48"	5 gal.												
S	<i>Cercocarpus</i>	Lady Broom	24"	48"														
S	<i>Cercocarpus</i> sp.	Spanish Broom																
S	<i>Chrysanthemum</i>	Confederate Rose, Rose of Sharon	5'	6'	3' o.c.	5 gal.												
S	<i>Chrysanthemum</i>	Queen Wilton	48"	36"														
S	<i>Chrysanthemum</i>	Rock Spiny Spirea																
S	<i>Chrysanthemum</i>	Mountain Spirea	48"	36"														
S	<i>Chrysanthemum</i>	Phlox Juniper, Blue Point Juniper	5'	10'	3' o.c.	5 gal.												
S	<i>Chrysanthemum</i>	Common Juniper	24"	5'	3'													
S	<i>Chrysanthemum</i>	True Juniper	36"	48"														
S	<i>Chrysanthemum</i>	Japanese Kauri	3'-0'	6'-0'														
S	<i>Chrysanthemum</i>	Timothy Bush	5'	6'	3' o.c.	5 gal.												
S	<i>Chrysanthemum</i>	Yellow Honeylocust, Texas Honeylocust	10'	6'	48"	5 gal.												
S	<i>Chrysanthemum</i>	Orange Orange	5'	6'	48"	5 gal.												
S	<i>Chrysanthemum</i>	Princess Railway	5'	6'														
S	<i>Chrysanthemum</i>	Queen Apple	5'	6'	48"	5 gal.												
S	<i>Chrysanthemum</i>	Queen Apple	5'	6'	48"	5 gal.												
S	<i>Chrysanthemum</i>	Sweet Mockorange	6'	10'	3' o.c.	5 gal.												
S	<i>Chrysanthemum</i>	Shadeleaf	48"	48"	48"	5 gal.												
S	<i>Chrysanthemum</i>	Nut Spirea																
S	<i>Chrysanthemum</i>	Creeping Norway Spirea																
S	<i>Chrysanthemum</i>	Single Pine	20'	15'	15'	4/2'												
S	<i>Chrysanthemum</i>	Dwarf Hedge Pine	48"	48"	48"	5 gal.												
S	<i>Chrysanthemum</i>	Double Chamaedorea	30"	30"														
S	<i>Chrysanthemum</i>	Western Bush Cherry	5'	5'	48"	5 gal.												
S	<i>Chrysanthemum</i>	Mocking Cherry	6'	48"	3' o.c.	5 gal.												
S	<i>Chrysanthemum</i>	Common Chokeberry	15'	10'	10' o.c.													
S	<i>Chrysanthemum</i>	Purple-leaf Bush Cherry	5'	6'	3' o.c.	5 gal.												
S	<i>Chrysanthemum</i>	Autumnal Bittersweet				5 gal.												
S	<i>Chrysanthemum</i>	Shrub Live Oak	5'	12"														
S	<i>Chrysanthemum</i>	Rocky Mountain Shrub Oak																
S	<i>Chrysanthemum</i>	Tall-twig Buckthorn	5'	6'	48"	5 gal.												
S	<i>Chrysanthemum</i>	Summit Broom	10'	6'	3' o.c.	5 gal.												
S	<i>Chrysanthemum</i>	Outback Broom, Shrub Broom	5'	5'	3' o.c.	5 gal.												
S	<i>Chrysanthemum</i>	Summit Broom	8'-10'	5'-15'		5 gal.												





APPENDIX B
PLANT LIST

Type	Botanical Name	Common Name	Height	Spread	Recommended Spacing	Minimum Installation Size	Water Use			Salt Tolerant	Native	Landscape Application					Other
							Low	Med	High			Park	Open Space	Screening	Ornamental		
S	<i>Ribes alpinum</i> 'Green Adonis'	Alpine Currant															
S	<i>Ribes sp.</i>	Alpine Currant, Golden Currant															
S	<i>Rosa 'Branco'</i>	Pink Rose															
S	<i>Rosa 'Joan'</i>	Copper Rose	7'	3'	48"	5 gal.											
S	<i>Rosa glauca</i>	Red-leaf Rose															
S	<i>Rosa rugosa</i>	Rugosa Rose	6'	6'	48"	5 gal.											
S	<i>Rosa woodii</i>	Woods Rose	4-6'	3-5'		5 gal.											
S	<i>Rubus idaeus</i>	Colorado Raspberry	48"	48"	48"	5 gal.											
S	<i>Sambucus racemosa</i>	Black Elder	12'-24'	24'-36'													
S	<i>Sambucus sp.</i>	Elderberry															
S	<i>Sargolobus argenteus</i>	Silver Highbush	24'-48"														
S	<i>Spiraea sp.</i>	Bushspirea	10'	8'	3' o.c.	5 gal.											
S	<i>Spiraea argentea</i>	White Spirea	5-10'														
S	<i>Symphoricarpos albus</i>	Common Snowberry	48"	3'													
S	<i>Syringa patula</i> 'Miss Klip'	Dwarf Korean Lilac	34"	48"													
S	<i>Syringa vulgaris</i>	Common Lilac	12'	10'	3' o.c.	5 gal.											
S	<i>Viburnum burkwoodii</i>	Burkwood Viburnum															
S	<i>Viburnum lentum</i>	Wayfaring Tree	10-15'	10-15'													
S	<i>Viburnum rhytidophyloides</i>	Leather-leaf Viburnum	10'	8'	3' o.c.	5 gal.											
S	<i>Viburnum acerifolium</i>	Yulifolium															
S	<i>Viburnum sp.</i>	Viburnum	44"	44"													
TD	<i>Acer compactum</i>	Hedge Maple	30'	20'	15' o.c.	2" caliper											
TD	<i>Acer glabrum</i>	Amur Maple	20'	15'	10' o.c.	5 gal.											
TD	<i>Acer glabrum</i>	Ruddy Mountain Maple	25'	15'	15' o.c.	1.5" caliper											
TD	<i>Acer grandidentatum</i>	Bigtooth Maple	30'	25'	20' o.c.	1.5" caliper											
TD	<i>Acer negundo</i>	Basswood	50'	40'	30' o.c.	2" caliper											
TD	<i>Acer nigrum</i>	Black Maple	60'	40'	30' o.c.	2" caliper											
TD	<i>Acer rubrum</i>	Red Maple	20'	15'	12' o.c.	5 gal.											
TD	<i>Acer fraxinifolium</i>	Shooting Maple	25'	20'	20' o.c.	1.5" caliper											
TD	<i>Ailanthus glandulosa</i>	Tree of Heaven															
TD	<i>Amelanchier alnifolia</i>	Flowering Almond	20'	15'	12' o.c.	5 gal.											
TD	<i>Amelanchier canadensis</i>	Shadbush	10'	10'													
TD	<i>Caryopteris bodinii</i> 'Yuccifolia'	Common Horsetail	60'	40'	30' o.c.	2" caliper											
TD	<i>Celtis occidentalis</i>	Common Hackberry	50'	40'	30' o.c.	2" caliper											
TD	<i>Celtis occidentalis</i>	Western Hackberry	25'	25'	20'	1.5" caliper											
TD	<i>Cornus canadensis</i>	Western Dogwood	25'	20'	20' o.c.	1.5" caliper											
TD	<i>Cornus occidentalis</i>	Western Dogwood	25'	20'	20' o.c.	1.5" caliper											
TD	<i>Chaenactis laevis</i>	Desert Willow	20-30'	20-30'													
TD	<i>Chaenactis laevis</i>	Yellowwood															
TD	<i>Carylia ovata</i> 'Cortina'	Contorted Filbert															
TD	<i>Carylia ovata</i>	Turkish Filbert	40-50'	20-25'													
TD	<i>Cornus alternifolia</i>	American Smoothbark	20-30'	20-30'													
TD	<i>Cornus amomum</i>	Flamboyant	10'	10'													
TD	<i>Cornus alba</i>	Black Honeysuckle	10-12'	10'													
TD	<i>Cornus sp.</i>	Honeysuckle	20'	15'	15' o.c.	1.5" caliper											
TD	<i>Elaeagnus angustifolia</i>	Russian Olive	20'	20'	15' o.c.	1.5" caliper											
TD	<i>Forsythia viridissima</i>	Dwarf Olive	6-8'	6-8'													
TD	<i>Forsythia viridissima</i>	Ash, Single-Leaf	10-20'	8-10'													
TD	<i>Fraxinus pennsylvanica</i> 'Marshall Seedling'	Marshall Seedling Green Ash	50'	30'	30' o.c.	2" caliper											
TD	<i>Fraxinus pennsylvanica</i> 'Patriot'	Patriot Seedling Green Ash	50'	40'	30' o.c.	2" caliper											
TD	<i>Fraxinus pennsylvanica</i>	Smooth Green Ash	50'	40'	30' o.c.	2" caliper											
TD	<i>Fraxinus velutina</i>	Velvet Ash	40'	30'	25' o.c.	2" caliper											
TD	<i>Gleditsia triacanthos</i>	Okaloosa	50'	30'	30' o.c.	2" caliper											
TD	<i>Gleditsia triacanthos</i> 'var. inermis'	Thornless Honeylocust	35'	25'	25' o.c.	2" caliper											
TD	<i>Gymnocladia dioica</i>	Kentucky Coffee Tree	50'	25'	25' o.c.	2" caliper											
TD	<i>Koeleria paniculata</i>	Goldenrod Tree	25'	25'	20' o.c.	1.5" caliper											
TD	<i>Malus pennsylvanica</i>	Empire Crabapple	30'	30'	20' o.c.	1.5" caliper											
TD	<i>Malus sp.</i>	Apple, including Crabapple	20'	15'	15' o.c.	1.5" caliper											
TD	<i>Malus sp.</i>	Prunella Malberry	40'	25'	25' o.c.	2" caliper											
TD	<i>Prunella pennsylvanica</i>	Prunella Bush	30'	15-30'													
TD	<i>Prunella pennsylvanica</i>	London Planetree	60'	40'	30' o.c.	2" caliper											
TD	<i>Prunella pennsylvanica</i>	Lampbrush Tree	40-100'	10'													
TD	<i>Prunella pennsylvanica</i>	Myrtle Tree															
TD	<i>Prunella pennsylvanica</i>	Chokeberry	20-30'	10-25'		5 gal.											
TD	<i>Prunella pennsylvanica</i>	Hop Tree	10-25'	10-15'													



APPENDIX B
PLANT LIST

Type	Botanical Name	Common Name	Height	Spread	Seasonal Flowering	Minimum Temperature (F)	Water Use				Salt Tolerance	Notes	Landscape Application					Other
							L	D	H	U			Park	Open Space	Residential	Commercial	Public	
TD	<i>Pyrus calleryana</i>	Ornamental Flowering Pear																
TD	<i>Quercus gambelii</i>	Gambel Oak	10-30'															
TD	<i>Quercus gambelii</i>	Gambel Oak/ Scrub Oak	2'	1'	18" o.c.	5 gal.												
TD	<i>Quercus macrocarpa</i>	Shrub Oak	30'	30'	30" o.c.	2" caliper												
TD	<i>Rubus odoratus</i>	Milk Locust	40'	20'	20" o.c.	2" caliper												
TD	<i>Rubus neo-orientalis</i>	New Mexico Locust	10-30'															
TD	<i>Rubus peruvianus</i>																	
TD	<i>Rubus 'Ruby'</i>	Purple Ruby Locust	30'	30'	25" o.c.	2" caliper												
TD	<i>Sapindus japonica</i>	Japanese Purple Tree	40'	30'	25" o.c.	2" caliper												
TD	<i>Sorbus aucuparia</i>	European Mountain Ash																
TD	<i>Syringa reticulata</i>	Two Lips	25'	20'	20" o.c.	1.5" caliper												
TD	<i>Taxodium distichum</i>	Bald Cypress	60'	25'	25" o.c.	1'-6"												
TD	<i>Thea sinensis 'Starbuck'</i>	Starbucks Silver Linden																
TD	<i>Ulmus parvifolia</i>	London Elm, Chinese Elm	40'	25'	25" o.c.	2" caliper												
TD	<i>Ulmus parvifolia</i>	Zalman Tree	30'	40'	30" o.c.	2" caliper												
TR	<i>Abies concolor</i>	White Fir	60'	25'	19"	8"												
TR	<i>Abies balsamea</i>	Spice Cedar	30'	20'	20"	5/8"												
TR	<i>Abies balsamea glauca</i>	Blue Atlas Cedar	40-60'	10-40'														
TR	<i>Abies balsamea</i>	Coastal Redwood	40-60'	10-100'														
TR	<i>Abies sp.</i>	Cedar, Incense Cedar	40'	30'	30"	1/8"												
TR	<i>Adiantum species</i>	Arizone Cypress	30-40'	15-20'														
TR	<i>Juniperus monosperma</i>	One-needle Juniper	10-30'															
TR	<i>Juniperus osteosperma</i>	Utah Juniper	30'	10'														
TR	<i>Juniperus scopulorum</i>	Rocky Mountain Juniper	10-30'															
TR	<i>Juniperus squarrosa 'Grey Cloud'</i>	Rocky Mountain Juniper	30-40'	15-30'														
TR	<i>Juniperus squarrosa</i>	Juniper, Utah	10-30'															
TR	<i>Juniperus sibirica 'Waldemar'</i>	Siberian Eastern Red Cedar																
TR	<i>Picea abies</i>	Norway Spruce	60'	25'	25"	5/8"												
TR	<i>Picea mariana 'Millipede'</i>	'Wald's Millipede'																
TR	<i>Picea mariana 'Millipede'</i>	Millipede Spruce																
TR	<i>Picea canadensis 'Millipede'</i>	Millipede Spruce																
TR	<i>Picea canadensis 'Wald's'</i>	Wald's Spruce																
TR	<i>Picea canadensis</i>	Colorado Spruce																
TR	<i>Picea canadensis</i>	Red Spruce	15'	12'	10"	3/4"												
TR	<i>Picea canadensis</i>	Japanese Red Pine	30'	10'	10"	3/4"												
TR	<i>Picea canadensis</i>	Plum Pine	10-30'	15'	15"	4/5"												
TR	<i>Picea canadensis</i>	Lamp Pine	40'	30'	25"	4/5"												
TR	<i>Picea canadensis 'Lambertiana'</i>	Swedish Red Pine	25'	15'	10"	4/5"												
TR	<i>Picea canadensis</i>	Jeffrey Pine	60'	25'	25"	4/5"												
TR	<i>Picea canadensis</i>	Engelmann's Spruce Pine	25'	15'	15"	4/5"												
TR	<i>Picea canadensis</i>	White Pine																
TR	<i>Picea canadensis</i>	American Pine	50'	25'	20"	5/8"												
TR	<i>Picea canadensis</i>	Pandora Pine	80'	30'	30"	5/8"												
TR	<i>Picea sp.</i>	Pine species																
TR	<i>Picea strobus</i>	Eastern White Pine																
TR	<i>Picea strobus</i>	Scott Pine	60'	25'	25"	5/8"												
TR	<i>Picea strobus</i>	Japanese Black Pine	20'	15'	15"	4/5"												
TR	<i>Picea strobus</i>	Himalayan White Pine	60'	25'	25"	4/5"												
TR	<i>Pseudotsuga mucronata</i>	Douglas Fir																
V	<i>Clematis vitalba</i>	Traveller's Vine	climbs to 40'		N/A													
V	<i>Clematis 'Hybrid'</i>	Clematis	10'		N/A													
V	<i>Clematis integrifolia</i>	American Clematis																
V	<i>Clematis integrifolia</i>	Sweet Autumn Clematis																
V	<i>Clematis integrifolia</i>	Clematis	10-15'															
V	<i>Lonicera japonica</i>	Japanese Honey-suckle	15'	15'	18" o.c.													
V	<i>Nerium oleander</i>	Flamingo Flower, Orange Ivy																
V	<i>Polypodium vulgatum</i>	Common Fern	8" tall		18" o.c.													
V	<i>Wisteria sp.</i>	Wisteria	vine		8' o.c.													
V	<i>Wisteria sp.</i>	Wisteria	vine		N/A													



APPENDIX C

LOT COVERAGE TABLES
AND SETBACK TABLES (in feet)

Estate Lots Horses allowed	FY	SY	Corner		Accessory	
			SY	RY	SY	RY
1	30	10/20	30	40	3/13/40	3/13/40
2	30	10/20	n/a	40	3/13/40	3/13/40
3	30	10/20	n/a	40	3/13/40	3/13/40
4	30	10/20	n/a	40	3/13/40	3/13/40
5	30	10/20	n/a	40	3/13/40	3/13/40
6	30	10/20	n/a	40	3/13/40	3/13/40
7	30	10/20	n/a	40	3/13/40	3/13/40
17	30	10/20	30	40	3/13/40	3/13/40
18	30	10/20	n/a	40	3/13/40	3/13/40
19	30	10/20	n/a	40	3/13/40	3/13/40
20	30	10/20	n/a	40	3/13/40	3/13/40
21	30	10/20	30	40	3/13/40	3/13/40
22	30	10/20	n/a	40	3/13/40	3/13/40
23	30	10/20	n/a	40	3/13/40	3/13/40
24	30	10/20	n/a	40	3/13/40	3/13/40
25	30	10/20	n/a	40	3/13/40	3/13/40
26	30	10/20	30	40	3/13/40	3/13/40
27	30	10/20	30	40	3/13/40	3/13/40
28	30	10/20	n/a	40	3/13/40	3/13/40
29	30	10/20	n/a	40	3/13/40	3/13/40
30	30	10/20	n/a	40	3/13/40	3/13/40
31	30	10/20	n/a	40	3/13/40	3/13/40
32	30	10/20	n/a	40	3/13/40	3/13/40
33	30	10/20	30	40	3/13/40	3/13/40
34	30	10/20	30	40	3/13/40	3/13/40
35	30	10/20	n/a	40	3/13/40	3/13/40
36	30	10/20	n/a	40	3/13/40	3/13/40
37	30	10/20	n/a	40	3/13/40	3/13/40
38	30	10/20	n/a	40	3/13/40	3/13/40
39	30	10/20	n/a	40	3/13/40	3/13/40
40	30	10/20	n/a	40	3/13/40	3/13/40
41	30	10/20	n/a	40	3/13/40	3/13/40
42	30	10/20	n/a	40	3/13/40	3/13/40
43	30	10/20	30	40	3/13/40	3/13/40
44	30	10/20	30	40	3/13/40	3/13/40
45	30	10/20	n/a	40	3/13/40	3/13/40
46	30	10/20	n/a	40	3/13/40	3/13/40
47	30	10/20	n/a	40	3/13/40	3/13/40
48	30	10/20	n/a	40	3/13/40	3/13/40
49	30	10/20	30	25	3/13/40	3/13/40





Estate Lots No Horses	FY	SY	Corner		Accessory	
			SY	RY	SY	RY
8	30	10/20	n/a	25	3/13/40	3/13/40
9	30	10/20	n/a	25	3/13/40	3/13/40
10	30	10/20	n/a	25	3/13/40	3/13/40
11	30	10/20	n/a	25	3/13/40	3/13/40
12	30	10/20	n/a	25	3/13/40	3/13/40
13	30	10/20	n/a	25	3/13/40	3/13/40
14	30	10/20	n/a	25	3/13/40	3/13/40
15	30	10/20	n/a	25	3/13/40	3/13/40
16	30	10/20	n/a	25	3/13/40	3/13/40
50	30	10/20	n/a	25	3/13/40	3/13/40
51	30	10/20	n/a	25	3/13/40	3/13/40
52	30	10/20	n/a	25	3/13/40	3/13/40
53	30	10/20	n/a	25	3/13/40	3/13/40
54	30	10/20	n/a	25	3/13/40	3/13/40
55	30	10/20	n/a	25	3/13/40	3/13/40



Ranch Lots Horses allowed	Lot Area Envelope	Main Envelope	Accessory
56	3.25 ac.	51429 s.f.	5625 s.f.
57	3.32 ac.	46871 s.f.	5625 s.f.
58	3.42 ac.	39954 s.f.	5625 s.f.
59	3.40 ac.	38687 s.f.	5625 s.f.
60	3.21 ac.	37531 s.f.	5625 s.f.
61	3.48 ac.	30818 s.f.	5625 s.f.
62	3.07 ac.	34478 s.f.	5625 s.f.
63	3.65 ac.	40279 s.f.	5625 s.f.
64	3.42 ac.	47892 s.f.	5625 s.f.
65	3.72 ac.	42052 s.f.	5625 s.f.
66	3.38 ac.	35264 s.f.	5625 s.f.
67	5.26 ac.	39194 s.f.	5625 s.f.
68	4.63 ac.	42061 s.f.	5625 s.f.
69	2.98 ac.	29515 s.f.	5625 s.f.
70	2.57 ac.	34141 s.f.	5625 s.f.
71	2.47 ac.	32368 s.f.	5625 s.f.
72	3.87 ac.	38316 s.f.	5625 s.f.
73	4.37 ac.	35832 s.f.	5625 s.f.
74	3.54 ac.	34562 s.f.	5625 s.f.
75	3.99 ac.	38387 s.f.	5625 s.f.
76	3.91 ac.	41865 s.f.	5625 s.f.
77	3.95 ac.	41929 s.f.	5625 s.f.
78	4.64 ac.	42221 s.f.	5625 s.f.
79	4.40 ac.	38942 s.f.	5625 s.f.
80	6.56 ac.	44012 s.f.	5625 s.f.
81	3.76 ac.	40282 s.f.	5625 s.f.
82	3.76 ac.	32263 s.f.	5625 s.f.
83	3.88 ac.	45057 s.f.	5625 s.f.
84	4.28 ac.	48908 s.f.	5625 s.f.
85	4.88 ac.	39488 s.f.	5625 s.f.
86	4.18 ac.	26227 s.f.	5625 s.f.
87	4.18 ac.	47265 s.f.	5625 s.f.
88	4.83 ac.	48214 s.f.	5625 s.f.
89	4.87 ac.	44560 s.f.	5625 s.f.
90	5.14 ac.	47713 s.f.	5625 s.f.
91	4.14 ac.	38879 s.f.	5625 s.f.
92	4.14 ac.	46197 s.f.	5625 s.f.



APPENDIX D SALES AND CONSTRUCTION SIGNS

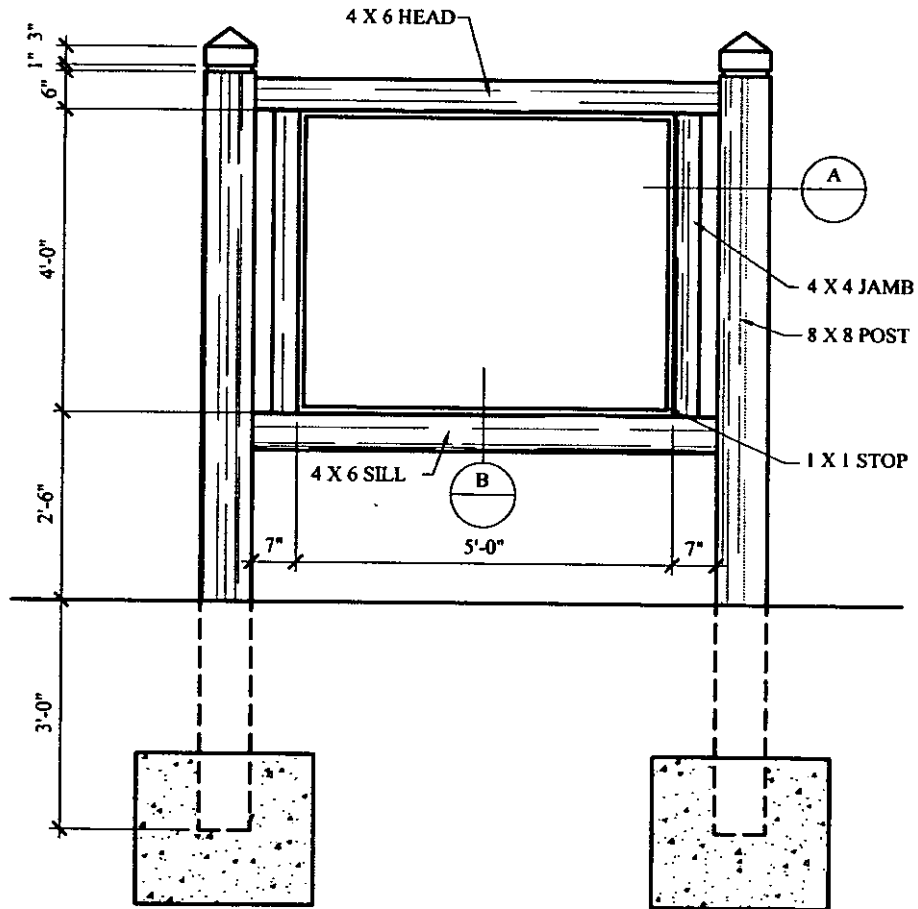
CONTRACTOR: OWNER: ARCHITECT:

CONSTRUCTION SIGN

REALTOR SIGN

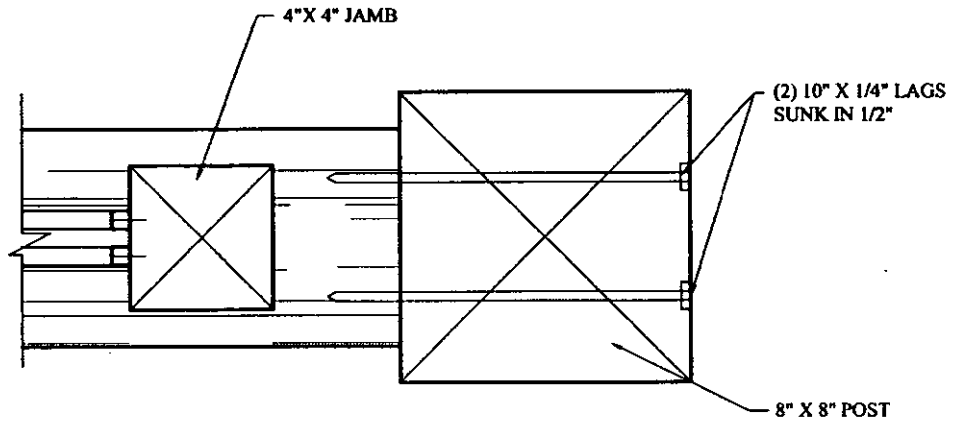
FEATURES: FEATURES: FEATURES:

FOR SALE SIGN

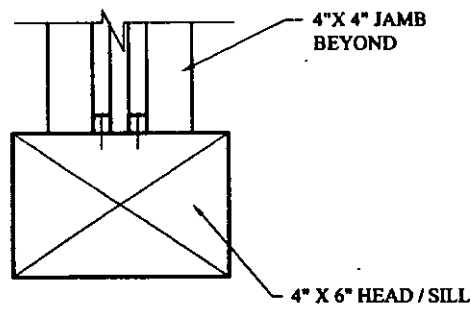


ELEVATION

SCALE 1/2" = 1'-0"



A JAMB
SCALE 3" = 1'-0"

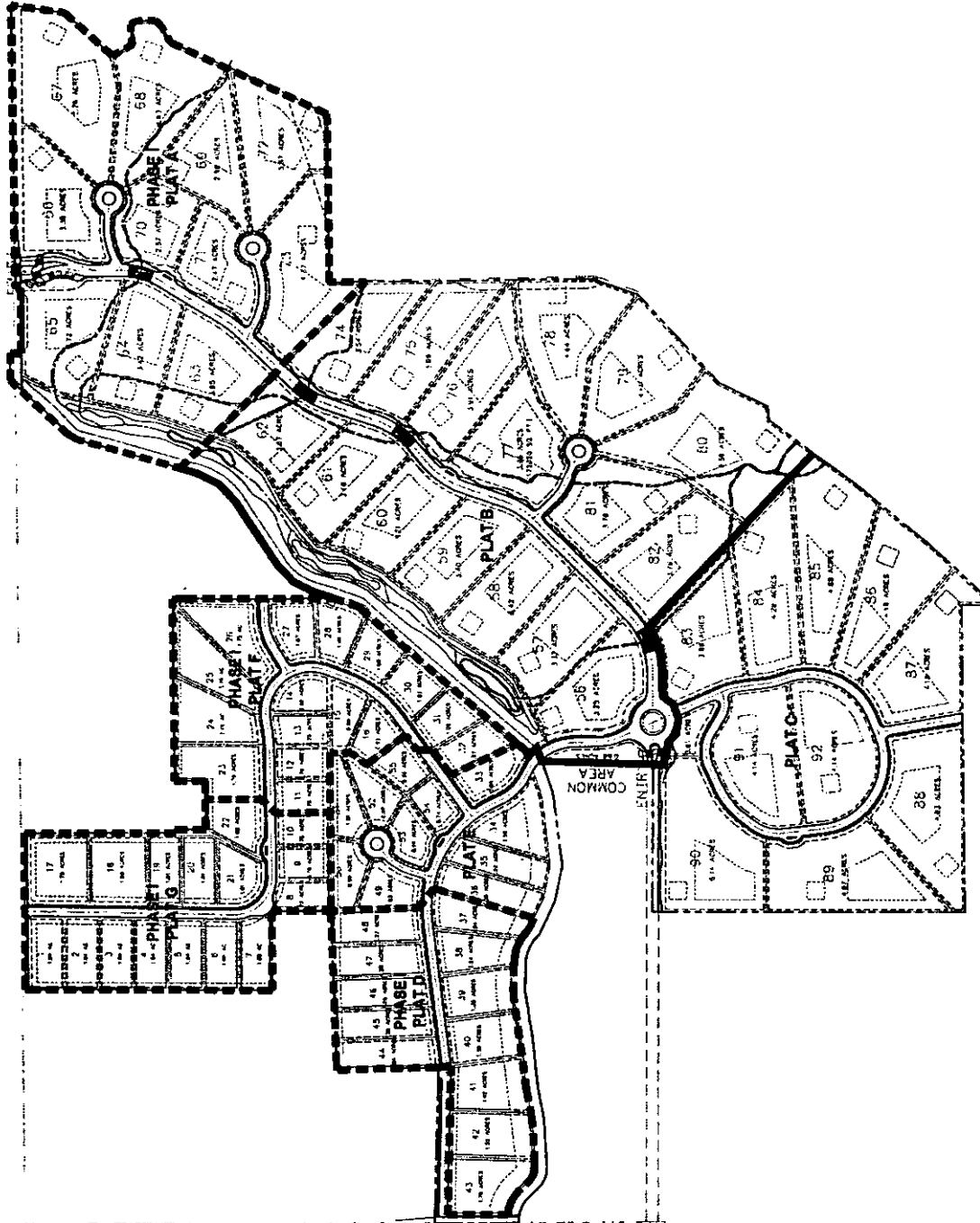


B SILL / HEAD
SCALE 3" = 1'-0"



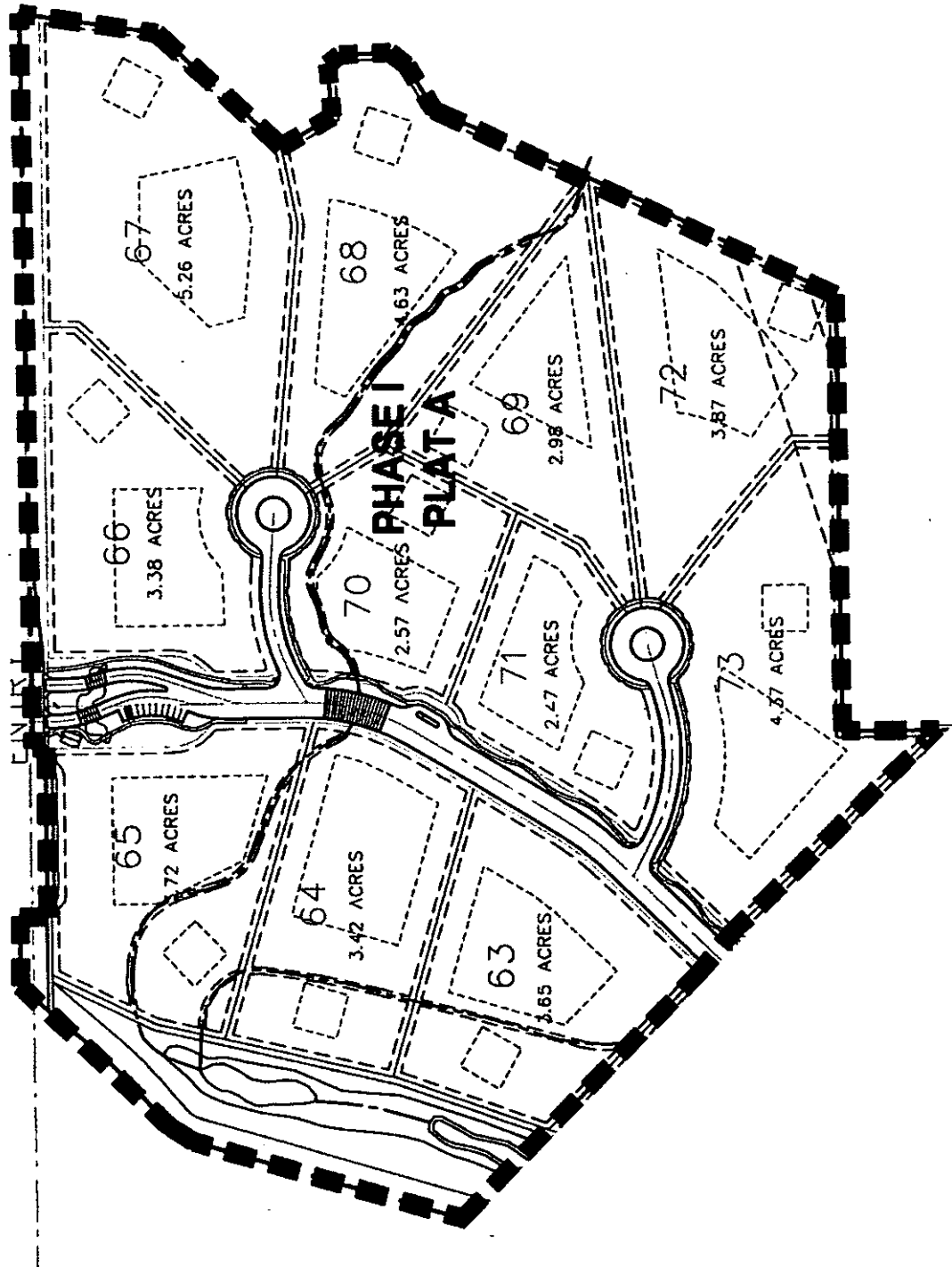
APPENDIX E
PROJECT MAP

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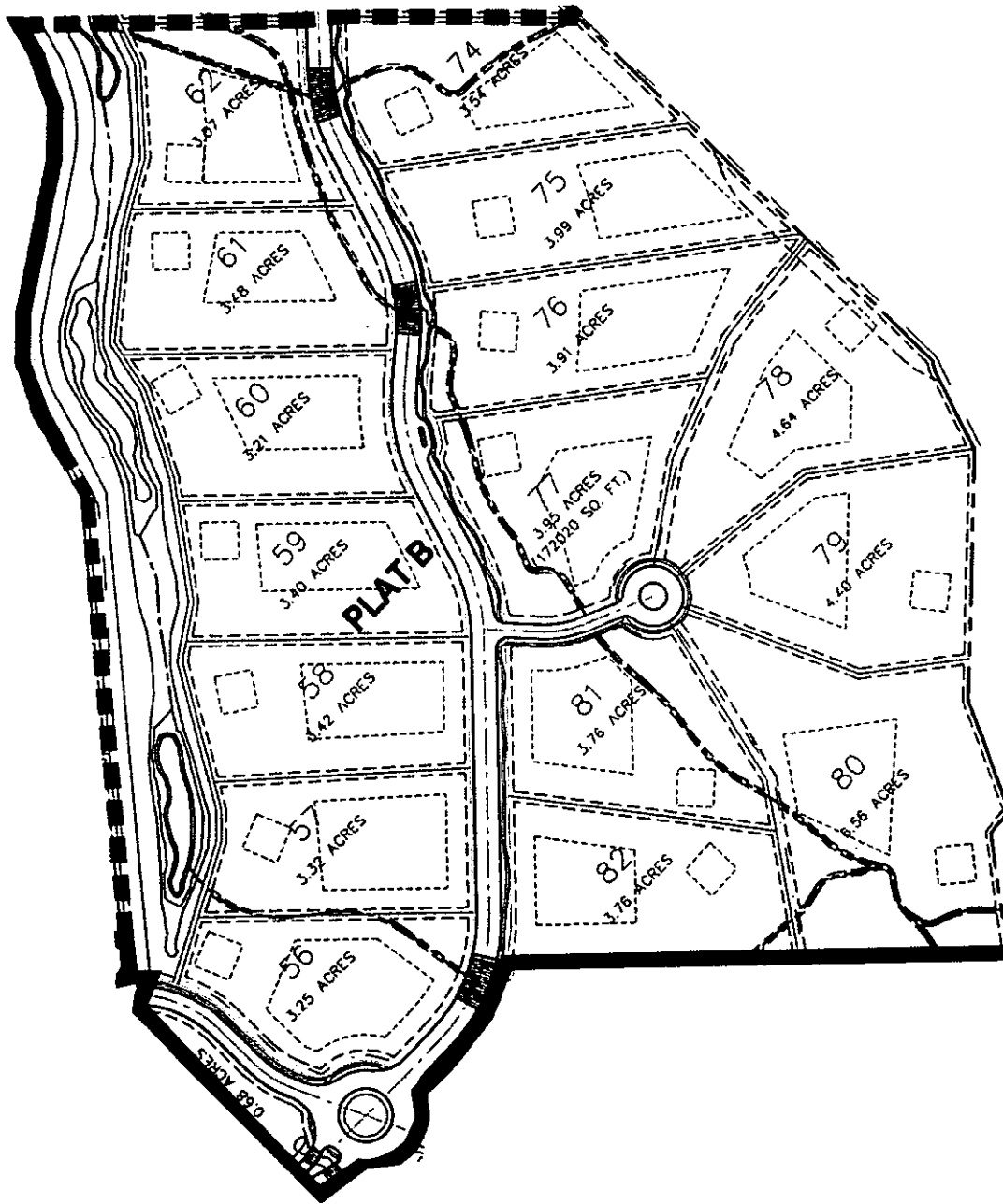


APPENDIX E
PLAT A LOTS





APPENDIX E
PLAT B LOTS

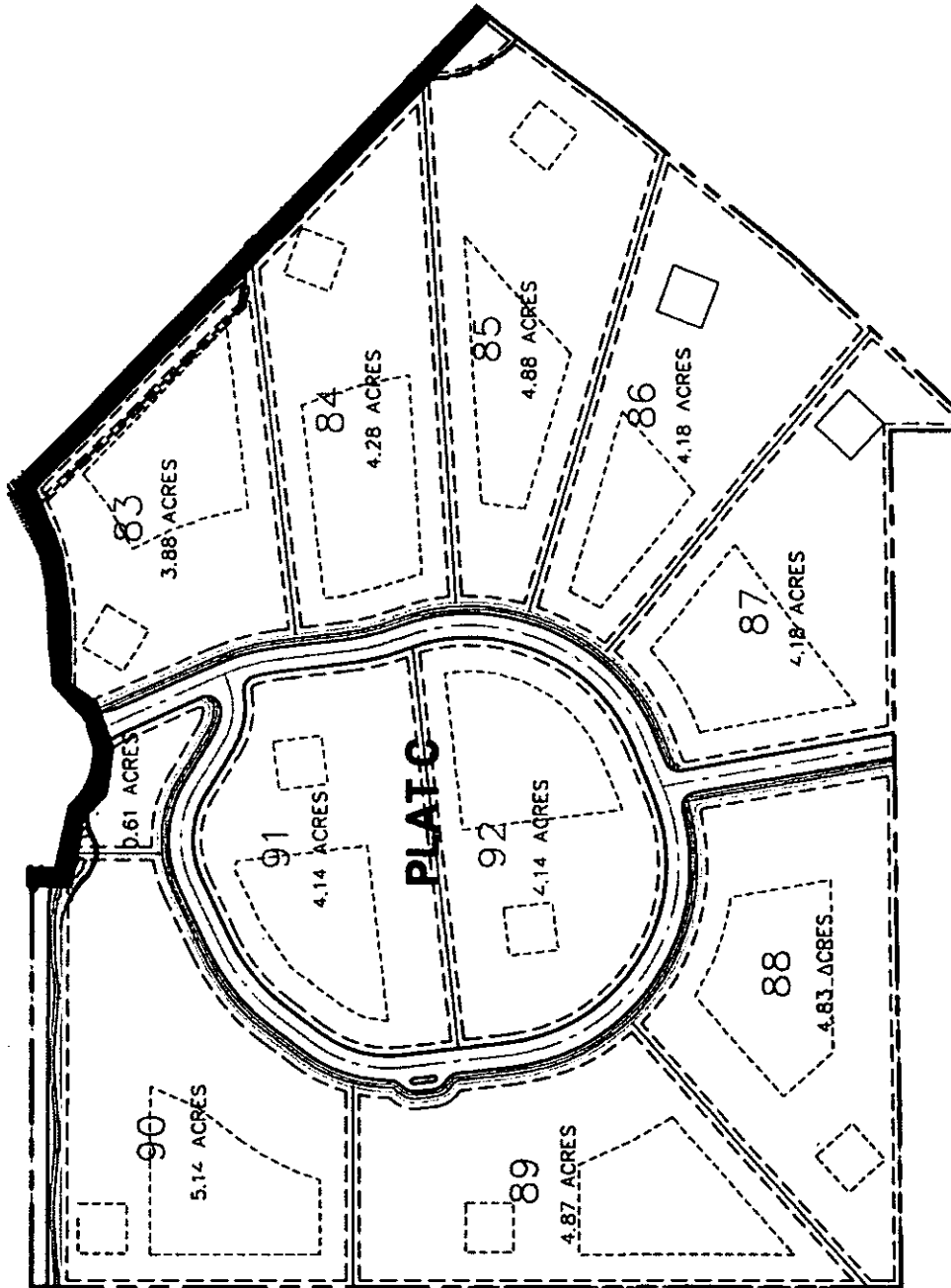




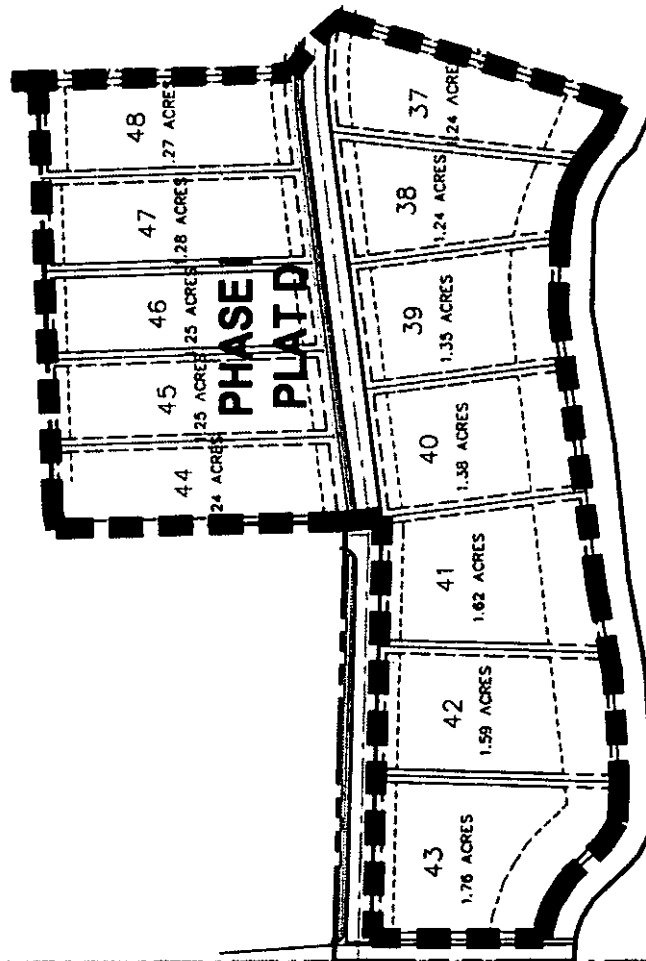
THE PRESERVE

APPENDIX E
PLAT C LOTS

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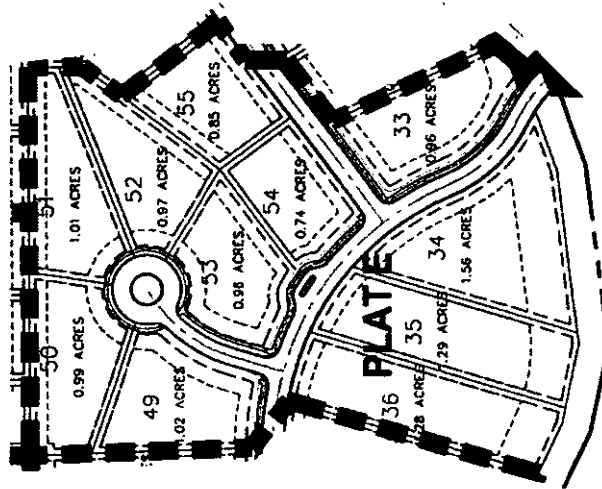



THE PRESERVE
APPENDIX E
PLAT D LOTS



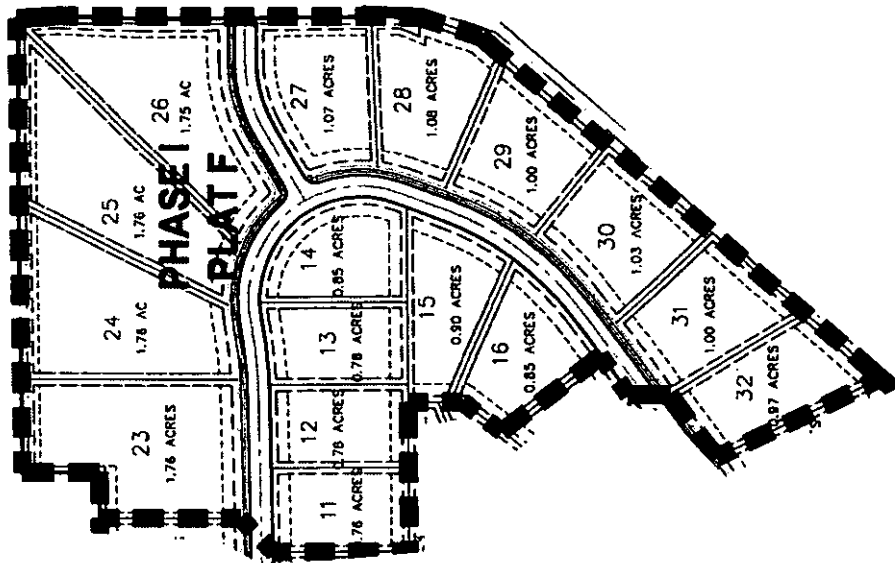


APPENDIX E
PLAT E LOTS





APPENDIX E
PLAT F LOTS





APPENDIX E
PLAT G LOTS

