

SKYRIDGE

Pegasus Estate Homesites

Design Guidelines

Site, Landscape and Architectural

August 2025

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Section 1:

VISION & ARCHITECTURAL PHILOSOPHY

SkyRidge is a unique master-planned resort of 469 luxury homesites located on 670 acres of gently sloped terrain nestled in Deer Valley East and the northwest shore of the Jordanelle. This four-season resort features panoramic views of the lake, mountain vistas, and peaks of Deer Valley. Our location offers a perfect balance of convenience, privacy, luxury, and an active outdoor lifestyle. Over fifty percent of the resort is set aside as open space with miles of trails connected to the regional trail systems. Our lodge, golf course, equestrian center and clubhouse will provide homeowners with a broad range of world-class amenities at their fingertips. The SkyRidge Resort is the perfect place for families, friends, and future generations to create lasting memories.

The team of veteran Park City Land Planners, at Jack Johnson Consulting, who designed SkyRidge, prioritized working with the terrain to focus attention on the natural beauty and harmonious flow throughout the entire development. They incorporated narrower mountain roads to minimize the scarring of the land, cul-de-sacs for safer streets for children and pedestrians and gentle curves to create, and ensure, the preservation of view corridors. To build on this foundation, the SkyRidge Design Guidelines were created to nurture the growth of an authentic resort which balances architectural innovation with a strong sense of place.

Architectural home styles will incorporate Traditional or Contemporary Mountain designs. Many interpretations of these styles are anticipated, encouraged, and integrated through the incorporation of shapes and materials which tie the design to the region. The design of each home shall be tailored to fit the homesite's unique landscape topography, sun angles, view corridors, and relationships with ridgelines and native landscape features. The intent is for the home to appear to grow out of the terrain rather than to have been placed on top of it. A preconceived home design initially suited or intended for another environment or flat landscape does not align with the vision for SkyRidge.

Owners must select an Architect or Designer with a proven track record working with slope terrain and designing mountain homes tailored to fit the unique landscape and topographic features of the Homesite. This is imperative for the success of the Homesite Design. To this end, architects, builders or designers must be ARC approved. Before any Homesite Design is created, the Homesite Owner and Architect shall participate in a Pre-Design Conference and comprehensive Homesite evaluation to ensure the homeowner and designer optimize the natural attributes of their homesite in compliance with the Design Guidelines.

Selecting an Architect, Builder or Designer with experience designing mountain homes tailored to fit the unique landscape and topographic features of the Homesite is imperative to the success of the Homesite Design. To this end, architects, builders or designers must be ARC approved. Before any Homesite Design is created, the Homesite Owner and Architect shall participate in a Pre-Design Conference and comprehensive Homesite evaluation to ensure the homeowner and designer optimize the natural attributes of their homesite in compliance with the Design Guidelines.

The SkyRidge Architectural Review Committee is here to assist in the design and approval of your mountain home. We look forward to working with you to bring your vision to life!

1.1 Home Designing and Building Steps

1. Architect Approved by the ARC (Section 5.4) and a Pre-Design Conference must be scheduled with or designer must be owner and Architect/Designer (Section 5.3)
2. Compliance Application and Architectural Review Fee Payment (Sections 5.5, 5.6 & 5.27)
3. Preliminary Plan submission and Approval (Sections 5.7, 5.8 & 5.27)
4. Final Plan submission and Approval (Sections 5.9, 5.10 & 5.27)
5. Performance Deposit Agreement, Payment of Deposit, and execution of Voluntary Lien (Section 5.15)
6. Pre-Construction Conference (Section 5.17)
7. Wasatch County Permitting (Section 5.16)
8. Construction Commencement and Completion (Section 5.19)
9. Owner's Letter of Certification (Section 5.21)
10. Final Inspection and Final Release (Section 5.21)

1.2 Requirements

Requirements include but are not limited to:

The interpretation and application of the more general requirements will be left to the discretion of the ARC. This will allow judgment, discretion, and flexibility to address the unique characteristics of each Single-Family Homesite. It should be understood, however, that the overall goal of the ARC is to apply the Design Guidelines in a fair and impartial manner to all Homesites in SkyRidge.

No decision made by the ARC will set a precedent for any other submission presented to the ARC.

1.3 Architectural Review Goals and Process

The Architectural Review process shall function as an independent precondition to the Wasatch County prerequisite for obtaining the mandatory County Building Permit requirements. The Architectural Review process shall enforce the Guidelines to aid the Architect/Designer in incorporating Wasatch County Code, JSPA Code and JRA Design Handbook codes into your plans. Note, this does not supersede the need to comply with all County ordinances. After the Owner receives an ARC issued Final Approved stamped plan set on a Homesite Design, Owners are responsible for submitting their ARC Approved Plans to Wasatch County Planning Department for permitting.

These Guidelines and the Architectural Review process shall apply specifically to all SkyRidge Residential construction and improvements. The Guidelines do not apply to utility or commercial structures, Common Areas, Association Facilities, Developer Areas, maintenance facilities, and/or buildings built by the Declarant.

The goal of the Architectural Review process is to ensure compliance of the high-quality standards developed for SkyRidge.

The Owner shall be responsible for complying with all steps of the Architectural Review process as described herein.

When the guidelines are properly adhered to, the review process should take approximately two (2) months.

1.4 Architectural Review Committee Approval

ARC approval is required for:

1. **Architect and/or Designer** – Architects and designers must be qualified, and ARC approved, to represent Owners in the ARC review process. We encourage the selection of professionals with experience in designing mountain and rolling hills Homes which fit harmoniously into the unique landscape and topographic features of the Homesite. Contact the ARC for an application and procedures associated with the design approval process.
2. **Improvements** – Construction of any new, residence, building, structure, and/or landscape structure. Refer to Definitions.
3. **Alterations, Additions, or Rehabilitation of an Existing Improvement** – Any new improvements, construction, or rehabilitation of an existing improvement, residence, building, structure, or landscape structure that alters the original massing, exterior finishes, window placement, roof design, exterior lighting, interior lighting visible from off-site and/or other significant design elements.
4. **Homesite and/or Landscape Improvements** – Any improvements or changes to improvements, including, but not limited to, grading (excavation and/or fill involving more than 10 cubic yards of dirt), planting and re-vegetation plans, tree removal, irrigation, driveways, site walls, walkways, decks, patios, hardscaping, fountains, hot tubs, athletic and play courts, fire pits, permanent signs, flag poles, artwork, and/or drainage, that alter an existing landscape.
5. **Builder** - All builders must be approved by the SkyRidge Architectural Review Committee (ARC) **before** commencing any construction. Applications must include:
 - Current Utah business license
 - Proof of general liability and workers' compensation insurance
 - Portfolio of luxury mountain home projects

- Attestation of no outstanding license complaints or mechanics' liens
- Approval is at the discretion of the Association and may be revoked for misrepresentation, substandard work, or homeowner complaints.

Residential interior projects that alter the exterior of the building are subject to ARC review and approval of additional ARC requirements.

The Board, in its discretion, may make modifications to these Design Guidelines at any time.

Section 2:

HOMESITE ARCHITECTURAL DESIGN & PLANNING

It is particularly important that the design of the residences throughout the SkyRidge Resort development are complimentary and harmoniously entwined with their mountain environment. Homesite designs must allow the natural landscape to dominate the distant views of the lake and mountains. The climate, terrain, and natural features, such as stands of trees and rock outcroppings are all key factors to be considered in designing homes and improvements within the SkyRidge Resort. The following Guidelines ensure an environmentally sound and aesthetically pleasing development, mutually beneficial to all residents.

Homesites shall embody "Mountain Architecture" whether Traditional Mountain or Contemporary Mountain, highlighting simplicity with a modern flair. The Design Guidelines focus on how each structure grows with the ground, integrates with existing grades, and harmonizes with the natural character of SkyRidge. The primary objective of these Guidelines is to minimize off-site visual impacts through sensitive massing, color, and materials selection. The design standards govern architectural elements but do not mandate an identifiable architectural style or theme beyond "Mountain Architecture." Owners and Architects are required to design with materials and forms that reflect the mountain character of the Homesite and its surroundings to create intimately connected natural surroundings. These design parameters and standards provide Owners and their Architects/Designers the flexibility to design living environments that reflect the individual needs and tastes of each Owner.

SkyRidge is located within the Jordanelle Specially Planned Area (JSPA), also known as the Jordanelle Recreation Area (JRA), and is approved for mixed uses such as single-family homes, condominiums, hotels, time-shares, retail shops, recreational facilities, and other support amenities consistent with a resort area. The JSPA Planning Committee and Wasatch County Council approved the JRA Design Handbook and JRA logo for this unique four-season resort area. The Design Handbook governs the architectural style and character of SkyRidge properties. The JRA Design Handbook requirements apply to all Homesites, and their terms and conditions are expressly incorporated herein.

2.1 The Homesites

When choosing to live in SkyRidge, there is a responsibility to maintain the balance between architecture, landscape, and nature. Respecting site Setback requirements contribute to achieving these essential resort functions and ensures quality aesthetics and harmonious integration with the surrounding natural landscape.

Residences are to be situated to take full advantage of the solar angles, topography, creating view corridors, pathways, gathering places, building orientation, and to take advantage of extraordinary

features such as existing rock outcroppings, landforms, and water sources.

Homesites have defined areas – Wasatch County Setbacks (Setbacks), Developable Envelope (DE), Public Utility Easement (PUE), Rights-of-Way (ROW), Limit of Disturbance or (LOD), and two (2) landscape zones: The Private Area and Transitional Area as explained below.

Lot Owners are required to provide their Architect/Designer with an engineered stamped Site Survey of their property confirming the locations of the property boundary lines, existing site contours with elevations, easements, rights-of-way, utilities stub-outs and all existing natural site trees and shrubs outcropping.

The following development standards deal with issues of siting, grading, excavation, and landscaping. The Homesite Owner is solely responsible for all revegetation, vegetation, irrigation, maintenance, and any fines levied by the ARC or County due to noncompliance of these standard requirements.

2.2 Setbacks, Developable Envelopes, and Public Utility Easements

During the design development process of your Homesite plans, we encourage your stewardship to ensure that SkyRidge's unique design sensibilities remain intact. Thoughtful site planning by a licensed professional, attention to quality architectural design, and landscaping will ensure SkyRidge matures into a premier resort with a legacy of lasting value.

In the Pegasus area, all structures and site improvements must be located entirely within the Developable Envelope (DE) as shown on the recorded subdivision Plat. These Developed Envelopes have been thoughtfully defined to preserve existing topography, view corridors, and vegetation, and supersede traditional fixed setback dimensions used elsewhere in SkyRidge.

Setbacks, Developable Envelopes, Public Utility Easements, and Rights-of-Way all need to be carefully considered during planning or proposed improvements on a Homesite. Each of these areas are restricted and cannot be built in or encroached upon. See Section 3.4 for exceptions.

Developable Envelopes in the Pegasus area have been established to maintain a balance between buildings and the natural setting, while still providing flexibility in building configuration and location relative to protected existing vegetation and topography.

Applicants are responsible for obtaining a current recorded Plat and verifying Developable Envelope boundaries through a licensed surveyor. If there is any uncertainty about property lines or developable boundaries, applicants must consult both the ARC and the Wasatch County Building Department prior to submitting plans. All structures and major improvements must be located entirely within the platted Developable Envelope. Encroachments outside the DE will not be permitted, except in very limited cases where unique terrain or vegetation constraints make minor adjustments necessary. In such cases, only non-habitable elements such as driveways, walkways, or grading transitions may be considered, and only with prior ARC review and approval. No habitable structures or significant built features will be allowed outside the Developable Envelope under any condition.

Public Utility Companies have easements on all Homesites as shown on the recorded Plat.

Owners are also responsible to provide access to any utility company or the Association for any services, repairs, or maintenance, including snow removal. Furthermore, owners are responsible for damage that may occur to any utility within the PUE.

While the DE represents the permitted area for development, portions of it may overlap with Public Utility Easements (PUEs) or Rights-of-Way (ROWs). These overlapping areas are considered non-developable, regardless of their location within the DE.

Any proposed improvements within a PUE or ROW must be reviewed on a case-by-case basis and require written approval from the applicable utility providers and, if applicable, Wasatch County. ARC approval is also required in such cases but does not replace utility or County authorization. Applicants must verify all PUEs, ROWs, and DE boundaries through the recorded Plat and confirm these constraints through a licensed surveyor as part of site planning.

Owners shall be aware that the SkyRidge Design Guidelines contain Developable Envelope, PUE, Retaining Wall, and other requirements that are more restrictive than those described in Wasatch County or JSPA Codes. It is the Architect/Designer's responsibility to ensure these requirements are incorporated into your home design.

2.3 Allowed Encroachments

The **ONLY Allowed Improvements or site disturbance outside of the Developable Envelope and within the PUEs or ROW** are landscape enhancements with trees and plants selected from the approved plant list, appropriate irrigation, drainage swales, utility connections, driveway entrance and associated grading, and retaining walls associated with the driveway.

Architect/Designers who are experiencing challenges working within the parameters of allowed encroachments may email ARC@SkyRidgeParkCity.com to request a meeting to discuss their proposed design solutions for a new Homesite.

With ARC approval, the Owner and their Architect/Designer may submit a Waiver of Requirement Application to propose solutions involving retaining walls and associated grading encroachments into the PUE, or other requirements which may be deemed appropriate. *Only* proposals that present a design solution that better addresses the architect/designer's intentions and objectives proposed to integrate the home into the existing site grades and design constraints outlined in these Guidelines will be considered at the discretion of the ARC, on a case-by-case basis.

If during construction, the General Contractor encounters unforeseen site design constraints that may warrant the need to encroach into the PUE setback, the Owner/General Contractor must submit a detailed redline drawing outlining their proposed design modifications to the ARC for review and approval prior to start of construction.

2.4 Retaining Walls

Retaining walls and associated grading should be contained within the platted Developable Envelope and shall not encroach into the Public Utility Easements (PUE) or Rights-of-Way.

Only retaining walls associated with driveway grading may extend outside of the Developable Envelope but may not encroach into the PUE and ROW without pre-approval from the ARC. If this pre-approval is granted, the applicant may be required to obtain one or more of the following permits: A Driveway & Encroachment Permit, a Grading Permit with engineer-stamped plans, and/or a variance from Wasatch County, depending on the scope and impact of the encroachment.

Construction of retaining walls outside of the Developable Envelope will only be considered in limited cases. Such requests must be supported by an engineering analysis demonstrating hardship due to unique terrain conditions or significant vegetation preservation and shall require prior ARC review and written ARC approval.

To comply with snow removal requirements, retaining walls or cuts adjacent to roads must be set back a minimum of ten feet (10') from the edge of asphalt. Where the road section exceeds a slope of one-and-a-half to one (1.5:1), the setback must increase to twenty feet (20'). Architects and Designers must ensure adequate horizontal space within the Developable Envelope to accommodate sloped retaining wall construction.

Retaining walls may not exceed a total vertical height of eight feet (8'-0"), measured from the lowest finished grade point. Where this height is exceeded, terraced solutions with tiers must be used.

Each tier must be separated by a minimum horizontal planting area of three-foot (3'-0").

In multi-tiered retaining wall systems, the cumulative wall height must be distributed as evenly as possible among tiers. No individual tier may exceed the height of an adjacent tier by more than one foot (1').

Retaining solutions requiring cumulative heights over 8'-0" need to address Wasatch County requirements.

Any retaining wall over four feet (4'-0") in height must be designed by a licensed structural engineer, and the Preliminary Submittal must include stamped construction drawings for the retaining walls.

All retaining walls must jog or break in plane a minimum of three feet (3') for every thirty feet (30') of continuous horizontal length. Alternative, the length of retaining walls can be broken up with pre-approved metal planters. Even with breaks, no single retaining wall segment may exceed eighty feet (80') in total length.

Retaining wall materials must blend with the natural environment, as outlined in Section 4.1. Native landscaping must be used to buffer retaining walls. Concrete retaining walls must be finished on all exposed surfaces with the same natural stone veneer used on the home. Gabion cages and manufactured wall systems such as Verti block and Keystone are not permitted.

Where feasible, retaining walls should be integrated into the building design and foundation system. Backfill material must be porous and free-draining.

Owners are responsible for ensuring construction, maintenance, and site drainage are contained within their property and will not adversely affect neighboring properties.

2.5 Improvements and Site Disturbance

Owners are required to vegetate, irrigate, and maintain the area along the front of each Homesite from the edge of driveways to the Private Area with plants and trees selected from the approved plant list. SkyRidge recommends that Owners strongly consider incorporating Xeriscaping in their landscape designs and utilization of species which minimizes water use. Areas along the sides and rear of the Homesite that were disturbed by site development are to be restored to reflect the characteristics of the natural environment or/and may be enhanced with plants selected from the JSPA recommended plant list.

Owners are responsible to provide access to any utility company or the Association into all PUEs and Rights-of-Way for required service, repair, or maintenance, including snow removal, and shall be responsible for the repair of any resulting damage that may occur.

The clear-cutting of vegetation will not be permitted; however selective pruning and/or the removal of trees and shrubs necessary for developing any Homesite is allowed. Keep in mind that any cutting of trees or vegetation must be pre-approved by the ARC. If an Owner removes vegetation without ARC approval, such Owner shall be responsible for paying to promptly restore all vegetation removed with vegetation approved by the ARC and shall be subject to a fine imposed by the ARC. Areas disturbed by Site development are to be restored to reflect the characteristics of the natural environment and/or may be enhanced with plants selected from the JSPA recommended plant list. The ARC will closely monitor the design of Homesite improvements around existing vegetation, to ensure that all root systems remain intact and that the water supply to all vegetation is appropriately maintained.

2.6 Limit of Disturbance

Preservation of natural Site features and existing vegetation is required wherever possible. The area around a project impacted by construction activity, defined as the Limit of Disturbance (LOD), shall be limited to the immediate area around the building excavation, with reasonable allowances made for the practicality of construction and the safety requirements imposed by local and jurisdiction authority. The LOD must be shown on all Site Plans submitted to the ARC for review, and the ARC may at its discretion require that the LOD be reduced to lessen impacts on existing vegetation, particularly Gambel Oaks. Owners shall be responsible for restoring all vegetation removed within the LOD before a Final Inspection release, with vegetation or materials acceptable to the ARC.

2.7 Homesite Planning

Residences shall undulate with the existing Homesite slopes. Engineered Building Pads and excessive excavation or fill should be avoided on a Homesite unless the ARC and County have specifically approved such excavation or fill. The amount of cut and fill must be balanced with the

minimal use of retaining walls. Site Plans must be prepared and signed by a licensed professional with a proven track record working with slope terrain and mountain environments. Licensed professionals and designers must be familiar with the SkyRidge Design Guidelines and all applicable codes and ordinances.

2.8 Grading and Drainage

For sloping Homesites with a natural grade elevation variation, the ARC requires residential design solutions to incorporate slope considerations, so that the **structure, including the roof, will step upward or downward with the sites' natural slope. On sloped Homesites, artificial terracing that creates an engineered pad suited to accommodate a "flat" Homesite Design is prohibited.**

Residences shall respect the existing sites' natural drainage routes and shall not locate any type of structure across drainage swells and small canyons leading to the lake. All grading and drainage work on a Homesite must comply with the approved master grading and drainage plans as defined on a Recorded Plat for SkyRidge and may not be relocated without appropriate County approval(s) and ARC pre-approval.

Industry standard construction and grading practices must be used to implement Homesite surface drainage. **Any improvement which creates an obstruction to surface water flow and/or causes stormwater to flow onto or back up onto neighboring properties is prohibited.** Site grading design should take into consideration adjacent properties, whether vacant or developed, and coordinate surface drainage be contained and/or rerouted as required on the lot and to follow along property lines where feasible. Whenever possible, where two driveways are located adjacent to each other, coordinate grading efforts to eliminate peninsulas of earth between driveways and/or the need for duplicate retaining walls.

All ground floor levels on a homesite should occur at a vertical elevation that allows for the final placement of backfill, walkways, driveways, and porches to produce positive drainage which moves water away from the structure in all directions. On hillside homesites, the ARC recommends including foundation waterproofing and a perforated pipe foundation drainage system along the uphill and sidehill foundation walls.

When cut/fill operations are required, the slopes must have at least a two to one (2:1) ratio to allow for natural revegetation. If cut and fill slopes are steeper than the two to one (2:1) ratio, the ARC will require pre-approved retaining wall types to be built to retain the slopes, which may include stacked boulders, cast-in-place concrete walls and/or steel panels. For singular retaining walls higher than four feet (4'), Owners must include a structural engineered stamped drawings detail(s) with their Preliminary Review submittal set of construction documents.

Final submittal documents must include a foundation plan indicating top-of-foundation wall elevations at all corners and transitions. Elevations must ensure a minimum of eight inches (8") above proposed final grade.

During the construction phase, all Builder(s) shall respond appropriately to eliminate site erosion. SkyRidge Construction Regulations outline the specific in-the-field grading and drainage requirements to which all Owners shall be responsible for ensuring their Builders comply with, to

provide effective erosion control.

For lots where a SWPPP is required by Wasatch County, a copy of the county-approved Stormwater Pollution Prevention Plan (SWPPP) shall be submitted to the ARC prior to any site disturbance or construction activity.

2.9 Driveway Access

Each Homesite within the Pegasus neighborhood shall be served by a single or shared driveway (excluding lots 312 & 313) if agreed by adjoining lot owners. Some homesites have pre-designed driveway access locations that have been carefully placed to respond to site topography, access constraints, and neighborhood design goals. Applicants seeking to relocate the pre-designed driveway from its location must submit revised plans, accompanied by applicable resubmittal fees. Such requests shall be supported by a stamped grading plan prepared by a licensed civil engineer or architect in collaboration with a licensed landscape architect. Design professionals must demonstrate substantial experience working in sloped terrain and mountain environments.

Applicants are strongly encouraged to coordinate with the Wasatch County Fire District during the driveway design process. Where driveway slopes exceed ten percent (10%) or the fire hose lay distance to the primary structure exceeds 150 feet, the Fire District may determine that an Emergency Vehicle Access (EVA) is required. In certain cases, such conditions may also trigger additional fire suppression requirements, such as the installation of a residential fire sprinkler system in accordance with NFPA 13D standards. The Fire District reserves the authority to determine when such provisions apply and may further require turnarounds, access width increases, or additional permits based on site-specific conditions.

Driveway placement and setbacks must comply with the following spatial requirements. The nearest edge of the driveway entrance shoulder must be no closer than seventeen feet and 6 inches (17'-6") to the nearest property corner line. Driveways, including their flares or shoulders, must remain at least seventeen feet and 6 inches (17'-6") from this extended boundary and must be more than forty feet (40') from any intersections, measured from the apex of the corner curb radius. Motor courts, parking courts, and turnarounds must be located within the Developable Envelope.

Driveways must be designed to meet the minimum width and curb cut required by the Wasatch County Fire Department. Driveways are required to have an overall width of twenty feet (20'), composed of a sixteen-foot (16') paved vehicular surface flanked on both sides by two-foot (2') decorative shoulders. The vehicular surface area of the driveway shall consist of integral-colored concrete in either a brushed or smooth finish, textured or stamped integral-color concrete, stone pavers, or integral-colored concrete interlocking pavers. Decorative shoulders shall be finished with compatible materials, such as decorative concrete, stone or integral-colored concrete pavers, integral-colored concrete interlocking pavers, or other pre-approved materials.

Asphalt, exposed aggregate concrete, loose gravel, untreated compacted material, or unbound aggregate are prohibited materials for any portion of the driveway or shoulder area. Driveways may widen inside the Developable Envelope to accommodate proper maneuvering, garage entry transitions, or additional parking. However, driveway transitions and parking areas shall not exceed five percent (5%) grade. The total driveway slope may not exceed twelve percent (12%)

at any point. The transition from the street to the garage shall maintain a grade not exceeding five percent (5%) for the first twenty feet (20') from the back of curb or edge of asphalt to ensure accessibility and snowplow efficiency. This requirement also allows standard passenger cars to easily access streets in storms and icy conditions.

Cross slopes shall be limited to two percent (2%). Driveway curbs shall not be permitted unless specifically pre-approved by the ARC. Heated driveways are strongly recommended where slopes exceed ten percent (10%).

On larger Homesites, Circular driveways may be considered if the driveway design demonstrates that it integrates the home with the natural terrain and responds effectively to existing grade and site constraints. All such configurations are subject to ARC review and approval on a case by case basis as well as satisfying all Wasatch County building and fire code requirements. Driveways located at the rear of the property will have a separate driveway site review.

When allowed, circular driveways shall be limited to a maximum paved width of twenty feet (20') and must include a landscaped feature, planting bed, or similar design element in the center to soften the visual impact. Pavement widths must not exceed the minimum required by the local fire district for vehicle access and turnaround.

Homesites with circular or extended-length driveways shall provide enhanced landscaping beyond the minimum baseline requirement. Where the driveway length is between seventy-five feet (75') and one hundred twenty-five feet (125'), the landscaping shall include one-and-a-half times (1.5x) the minimum required tree and shrub count. Driveways exceeding one hundred twenty-five feet (125') must include double (2x) the minimum landscape quantity. The additional plantings must be identified in the Landscape Plan and clearly indicated on the plan legend with quantities and submitted for ARC approval. The majority of these plantings shall be placed in the front yard and along the sides of the driveway to visually soften the paving and enhance neighborhood streetscapes. All driveway construction, maintenance, and drainage shall remain within the Homesite boundaries and must not adversely impact adjacent properties or infrastructure. Driveway alignment shall preserve natural features to the maximum extent possible, including mature vegetation, rock outcroppings, and existing drainage channels. The design must minimize land disturbance, visual impact, and grading while maintaining a functional and attractive vehicular access to the residence. Owners are solely responsible for ensuring all driveway improvements and associated drainage remain contained within their Homesite and do not negatively impact Neighboring lots.

2.10 Utilities and Public Utility Easements

Owners are responsible for contacting the respective utility or technology companies directly regarding connection procedures and requirements. Owners are also responsible for extending all utility services from their existing property location into their Residence and making sure these extensions are routed within the LOD unless pre-approved by the ARC, while minimizing disruption to the natural landscape. Utility trenches can be located within the adjacent Setbacks, from the service tap into the home, see Section 2.3. In most cases, utility access should be located where the driveway enters the property. All utility meter readouts shall be located on the Residences exterior side or rear yard walls which are easily accessible for reading the meters and approved during the ARC review process.

Meters may not be located on the front of the Residence. All utility boxes must be appropriately buffered and screened (e.g., painted to match the wall surface on which they are mounted and surrounded by appropriate wall - or ground - mounted screen walls, and/or landscaping) to shield them from neighboring properties and street view. Where landscaping is for screening, it must include a minimum of four (4), ten-gallon shrubs with a minimum mature height of six feet, or one or more non-deciduous tree(s).

The placement of all utility boxes and equipment shall be pre-approved by the ARC. See Section 2.19 below.

Public utility companies shall have the right to install, maintain, and operate their equipment above and below ground and all other related facilities within the PUE. Including the right to require removal of any obstructions including structures, trees, and vegetation that may be placed within the PUE. Refer to SkyRidge Plat Note #10 (see **EXHIBIT E**) for full PUE requirements and details.

2.11 On-Site Parking

Minimum parking area for two (2) vehicles shall be required on all Homesites. Required parking shall be within the Developable Envelope for all Pegasus Homesites.

Exterior storage of Recreational Vehicles is not permitted.

2.12 Window Wells

No window wells are allowed.

Walkout windows/doors on the front of a downhill sloping lot may be considered at the sole discretion of the ARC, on a case-by-case basis, as a viable design solution if this better addresses the architect/designer's intentions and objectives to integrate the home into the existing site grades and other design constraints set forth in these Guidelines.

2.13 Walls and Fencing

Garden or Privacy walls shall employ the same or complementary materials as the Residence. Concrete walls must be faced on all exposed surfaces with the same natural stone used on the Residence. Fences shall not be allowed in the residential areas to support an "open" feel and allow migration for wildlife.

Vehicular and pedestrian gates are also prohibited within residential lots, **excluding Lots 312 & 313**. Gated entries introduce visual barriers that disrupt the open character of the resort and are inconsistent with its design goals. All driveways and pedestrian access points shall remain ungated and visually unobtrusive.

Requests for gates of any kind, including decorative, symbolic, or partial gate structures, will not be reviewed or approved by the ARC

2.14 Private Area and Transitional Area

The Private Area surrounds the Residence and is contained within the Developable Envelope. In the Private Area, Owners may create a varied landscape, per these guidelines.

The Transitional Area is where the landscape design should gradually transition from the Private Area to naturally blend into the native landscape. Areas disturbed by Site development are to be restored to reflect the characteristics of the natural environment and/or may be enhanced with plants selected from the approved plant list.

2.15 Plant List

The JSPA Recommended Plant List details plants and trees that are deemed inherently compatible with the SkyRidge natural landscape, including both indigenous and non-indigenous species. Since the permitted plant species for revegetation are limited, and the growth process is long; every method that can be employed to preserve existing vegetation must be utilized.

All landscaping choices should be carefully considered during the Site planning phase of the Homesite Design. Each Homesite has a designated Developable Envelope and *LOD*, which are specifically designed to protect and preserve the natural features of the landscape.

Refer to EXHIBIT D or SkyRidge website Homebuilding [Documents](#) to download a copy of the JSPA Recommended Planting List or JSPA Design [Handbook](#)

2.16 Outdoor Lighting

Exterior lighting is permitted within the Private Area, provided such lighting has a low level, subdued intensity; fully shielded, down facing, and does not result in any excessive glare toward Neighboring Properties. External light fixture bulbs are to be contained with a recessed shroud and have frosted or heavily seeded glass, so that the light source (i.e., the bulb) is not visible. All exterior lighting sources shall meet 'Dark Sky' Ordinance requirements and must be pre-approved by the ARC. Lighting outside the Private Area is not allowed per the Dark Sky Ordinance. Only street address identification sign lighting may use soft halo light fixtures.

Exterior light fixtures shall not result in illumination of any surface above the top of the fixture. Such fixtures shall provide lighting for walkways (entries, decks, and patios) and not serve solely as wall-wash or architectural feature lighting. Such fixtures shall not be mounted more than nine feet (9'-0") above the walkway surface.

Security lighting is intended to provide bright general illumination of the area adjacent to a Residence during emergency situations. Security lighting must also be shielded in accordance with these standards and should only be activated during emergencies.

Televisions or other outdoor screens or devices are considered lighting fixtures and must meet Dark Sky Ordinance requirements and be pre-approved by the ARC. Heating fixtures that emit glowing light must be located in concealed spaces not visible from the street or Neighboring Properties.

Wall-wash or architectural type lighting fixtures and wall sconces with uplighting capability are not permitted.

2.17 Signage and Address Identification

Each Owner is responsible for installing one (1) standard address marker at their expense. Address numbers must be clearly visible from the street and complement the home's design. They may be mounted on the home or permanently painted or engraved on a landscape boulder, subject to ARC approval. Each Owner is responsible for installing one (1) standard address marker at their expense.

Address numbers must be clearly visible from the street and complement the home's design. They may be mounted on the home or permanently painted or engraved on a landscape boulder, subject to ARC approval. Monuments may be considered on a case-by-case basis when longer driveways prevent visibility of home mounted numbers from the street.

Address numerals shall have a minimum height of eight inches (8") and must be mounted on a background that provides adequate contrast for clear legibility from the driveway entrance. All address numerals must be non-reflective and shall not produce glare or visual disturbance.

Monuments will be reviewed on a case-by-case basis and only allowed when longer driveways don't allow for home mounted numbers to be visible from the street. Freestanding signs, and any additional graphics, logos, names, or images are not permitted.

2.18 Accessory Buildings and Outdoor Storage

Only one structure per Homesite is allowed on lot sizes one (1) acre or less. Accessory Buildings are not permitted. All storage, trash containers, firewood, maintenance equipment, and service equipment (i.e., snowblowers, lawnmowers, etc.) must be contained within the Residence.

Lots one (1) acre or larger may have no more than one (1) single-family dwelling placed upon the lot which may also include an accessory residential unit, guest unit or caretaker unit. An Accessory Dwelling Unit (ADU) may be built within the main structure or detached from the main structure in compliance with Wasatch County Code - 16.09.08 Lot Area Per Dwelling requirements.

2.19 Mechanical Equipment, Air Conditioners, and Meters for Water, Gas, and Electricity

All exterior mechanical equipment. Including air conditioning units, transformers, electrical meters, gas meters, water meters, irrigation controllers, backup power systems, and similar devices, shall be located within a side or rear yard, ground mounted, within the Developable Envelope, adjacent to the Residence, and positioned to minimize visibility and noise intrusion. All such equipment shall be completely screened and imperceptible from off-site views, including streets, adjacent Properties, trails and common areas. Screening shall consist of architectural elements and/or evergreen plant materials subject to ARC approval. If plant materials are used, they must be capable of reaching sufficient height and density to fully screen the equipment. **Where mechanical or utility equipment exceeds six (6') feet in height, architectural screening may be required.**

Pedestal-mounted meters are not permitted. All meters must be attached to or architecturally integrated into the Residence in a visually unobtrusive location and must remain service-accessible. The ARC may require adjustments to placement or screening to ensure compliance with this section. If the utility-required distance between transformer and meter exceeds acceptable limits, it shall be the Owner's responsibility to install an additional transformer or otherwise meet the service provider's requirements.

Screen walls shall be constructed of ARC-approved materials and integrated into the architecture of the Residence. Landscape screening shall consist of evergreen and/or deciduous plant materials selected from the SkyRidge Approved Plant List and shall achieve a minimum mature height of six feet (6'). A minimum of four (4) evergreen shrubs in ten (10) gallon containers and four (4) evergreen trees a minimum of five feet (5') in height at the time of planting are required.

It is the responsibility of the Owner and/or Contractor to maintain proper clearances around all mechanical units and to provide the minimum required distance between evergreen trees and the Residence or equipment to allow for fire safety and service access. All parts of the mechanical equipment, pads, and associated structural enclosures shall be contained within the Developable Envelope and located in accordance with Sections 2.3 and 2.10 of these Guidelines.

Owners and/or their Builders shall coordinate with the appropriate utility companies and submit a screening plan to the ARC for review and approval prior to installation.

2.20 Antennae and Satellite Dishes

Small dish antennas are permitted if they are screened from Neighboring Properties and/or painted to match the surface it is attached to and pre-approved by the ARC. Removal of trees to improve reception and umbrella coverings over satellite dishes is prohibited.

2.21 Storage Tanks

All fuel tanks, water tanks, or similar storage facilities shall be installed underground in compliance with Wasatch County Code requirements.

2.22 Swimming Pools, Spas, Hot Tubs, and Water Features

The ARC must approve swimming pools, spas, hot tubs, saunas, water features and similar equipment to ensure compliance with these Guidelines. These features should operate at a noise level that does not disturb Neighboring Properties, and all pumps, motors, and heaters must be screened from the view of Neighboring Properties. Ground or deck mounted hot tub(s) located in the front of the home, whether on the lower or upper patio/deck levels, must be visually concealed from street view. In-ground hot tub(s) may be exempt from street view concealment, depending on how they are integrated with the home and the surrounding landscaping, and shall be reviewed and approved on a case-by case basis, at the ARC's sole discretion.

Swimming pools are discouraged and must be pre-approved by the ARC, at its discretion. If approved, Owners must comply with Wasatch County Code Section 16.21.23 requirements. A design submission must include a statement from the Owner indicating the water feature is

designed to comply with the operational requirements of a swimming pool, spa, hot tub, sauna, water feature, and/or similar equipment, or the Owner agrees to modify the installation, at their expense after construction as necessary to comply.

Hot tubs and/or similar equipment are not permitted to be located on the lower-level patios in the front of the home on an uphill lot. Hot tubs and/or similar equipment may be permitted on upper-level decks in the front of the home on an uphill lot but cannot be visible from the street.

2.23 Tennis, Pickleball, Sport Courts, and Basketball Goals

Due to the extensive area required, tennis courts are not allowed. Other hard-surfaced sport courts are strongly discouraged and must be pre-approved by the ARC, in its discretion. Wall-mounted or free-standing basketball goals or other such devices may be permitted if they meet requirements established in the Governing Documents and are pre- approved by the ARC, at its discretion.

2.24 Play Structures

Play structures, trampolines, swing sets, slides, or other such devices may be allowed if they meet the requirements established in the Governing Documents and are pre-approved by the ARC, at its discretion.

2.25 Homesite Restrictions

Combined Homesites are not permitted.

2.26 Wildfire Mitigation and Landscaping

SkyRidge is in the Urban Wildland Area which has special requirements to help mitigate wildfires. Fire safety and defensible space provisions on Homesites are the responsibility of the Homesite Owner. The Wasatch County Fire website details the Urban Wildland Mitigation Requirements, [HERE](#).

One critical mitigation requirement is mature tree crowns or any portion of the tree, including branches, may not be within ten feet (10') of a Residence roof overhang or perimeter wall. ARC encourages incorporating Firewise practices and recommendations in your landscape design.

Section 3:

ARCHITECTURAL DESIGN STANDARDS

Today's design of traditional mountain rustic to contemporary mountain homes reflects a more sophisticated design aesthetic which utilize some or all of these design elements.

1. Large floor-to-ceiling windows to help blur the separation between indoor and outdoor spaces.
2. Natural materials such as stone on interior and exterior walls and floor, detailed wood on floors, ceilings, and structural timbers.
3. Contemporary Residences with large open living spaces and detailing that showcases the wood or steel structural components to provide an industrial yet sophisticated modern aesthetic.
4. Spectacular mountain settings call for indoor-outdoor living, which may include large sliding door systems that physically and visually connect interior spaces to outdoor areas.
5. All building elevations shall be treated with the same attention to detail as given to the front or street elevation and must incorporate recessed doors, windows, or other openings in the walls.

The architectural character at SkyRidge is a blend of Traditional Mountain and Contemporary Mountain styles constructed to follow the natural slope of the surrounding terrain. The goal is to maintain a blend of refined Traditional and Contemporary styles representing understated elegance and emphasizing quality of construction, natural colors and materials, preservation of the natural environment, and distinctive design utilizing the surrounding natural color palette.

3.1 Style Descriptions

Contemporary Mountain consists of a more refined home-style characterized by clean lines, low-pitched mono-slope roofs (minimum ½":12), minimal gable roof shapes, shed roofs (minimum 2:12 – 6:12 maximum slope), minimal heavy trim details, with larger expanses of window systems used as exterior walls. This style allows any Traditional Mountain-influenced Residence to have a bolder modern interpretation while maintaining regional charm.

Traditional Mountain architecture vernacular consists of steeper roof slopes (maximum 6:12), bold trim details, as well as natural and textured materials. These homes should functionally and aesthetically withstand rugged mountainous environments, as well as blend into the topography.

3.2 Residence Size

The existing quiet mountain repose and natural harmony unique to SkyRidge can only be maintained if Residences, improvements, and landscaping remain subservient to the surrounding natural beauty of the existing landforms and landscapes.

Based on this philosophy, SkyRidge imposes minimum and maximum Single-Family Residence sizes to ensure that a proper balance of open space remains throughout the resort.

Single-Family Residence Size Guidelines:

Homesite Size (sq. ft)	Minimum Gross Floor Area (GFA) in sq. ft.	Maximum Gross Floor Area (GFA) in sq. ft.
8,000 – 12,000	2,500	5,000
12,001 – 15,000	3,000	6,000
15,001 – 20,000	3,500	7,000
20,001 – 25,000	4,500	8,000
25,001 – 30,000	5,000	9,000
30,001 – 43,000	5,000	10,000
43,001 -	5,000	12,000

***Homes may not exceed sixty-five hundred (6,500) square feet of Gross Floor Area on any individual floor level.**

Gross Floor Area (GFA) is defined as the total horizontal area of all enclosed floors of a residence, measured to the exterior face of exterior walls. It includes all habitable and non-habitable enclosed spaces, including basements, storage rooms, and mechanical areas, regardless of ceiling height, level of finish, or intended use.

Garage space is excluded from the GFA calculation up to a combined maximum of 1,000 square feet. Any garage area beyond 1,000 square feet must be included in the Gross Floor Area. Walls separating Gross Floor Area from excluded spaces, such as garages, mechanical rooms, or crawl spaces, shall be included in the GFA measurement.

Single-story enclosed areas must be entirely 6' below natural grade or finished grade at any point may also be excluded from the GFA, provided they do not exceed 1,000 square feet and contain no sleeping areas. Any portion of the space which is not entirely below natural or finished grade shall be counted against the GFA.

Staircases are included in the square footage of the floor from which they descend. Vertical shafts, including elevators and fireplaces, are counted once at the level where they originate. Open-to-below spaces, such as double-height foyers and great rooms, are not included in the GFA of the upper floor.

Crawl spaces less than five feet in height, exterior decks, patios, balconies, roof overhangs, and unenclosed parking areas are not considered part of the Gross Floor Area.

To ensure balanced architectural massing, the total footprint of any upper-level floor shall not exceed seventy-five percent (75%) of the structural footprint of the level directly beneath it. “Footprint” refers to all roofed or covered structures at that level, including enclosed areas, covered decks, patios, balconies, and similar extensions, measured to the exterior face of walls or supporting structures. An upper level is defined as any floor situated above the main ground-level entry.

3.3 Pre-Constructed Buildings

Custom pre-construction methods can be effective, desirable, and are subject to all Design Guideline requirements and ARC pre-approval process.

3.4 Height, Massing, and Articulation of Structures

The primary purpose of building height restrictions is to create and maintain the overall skyline appearance of SkyRidge.

The roof of each house shall be designed to create a harmonious relationship with the existing site contours, street, and adjacent structures when viewed from all directions.

Roof forms on sloping Homesites shall follow the natural variations in the topography to integrate the building into the natural landscape. See Section 3.13 for all requirements related to roof forms, roof heights, and integration with topography.

No building shall be greater than thirty-five feet (35’) or two and one-half (2 ½) stories. Building heights shall be determined by the true vertical distance measured from the natural grade or the new grade, whichever is lower around the exterior perimeter of the building.

Articulation delineates different sections, defines their function, and contributes to more meaningful architecture. When well-articulated, a form such as an entryway, clearly reveal its function and its relationship to the overall home design. The ARC may consider, in its sole discretion, the incorporation of cantilevered elements or insets of stacked building levels to enhance articulation.

To avoid the appearance of a continuous vertical wall plane and reduce visual mass, Exterior perimeter walls shall not exceed two stories (maximum twelve feet (12’) per story).

Where a third-level volume is proposed, it must be visibly and structurally set back a minimum of eight feet (8’) from the perimeter walls of the floor directly below on all sides and be integrated into the architecture. The ARC may evaluate exceptions in limited cases where the site topography or roof forms achieve an equal or greater reduction in perceived mass.

Design of all home elevation sides shall be approached with the same attention as that given to the front or street elevation, and each elevation must contain door(s) and/or window(s) openings in the walls. Articulation, offsets, and indentations in wall planes are required and necessary to create visual interest and add depth via shadow lines. **No single wall may exceed forty feet (40’) in length**

without an offset or protrusion of at least one foot six inches (1'- 6") in the wall plane, that creates a visually distinct offset in the perimeter vertical wall plane.

The placement, style, and scale of elements such as windows, doors, and different exterior materials establish a building's character, add richness, and enhances its sense of place. Elements such as windows and doors shall be **recessed a minimum of two (2") inches** from the exterior face perimeter wall finish materials other than natural stone to provide deeper relief to the building facades. **Six inches (6") recess required in exterior walls with a natural stone finish.**

The ARC will review designs to ensure that proper depth and visual variety exist on all elevations of the Residence and approve on a case-by-case basis, in its sole discretion.

3.5 Exterior Materials

Building materials shall reflect the natural surroundings and complement the architectural style of the Residence.

Three (3) approved Exterior Finish Materials shall be used on the exterior perimeter walls of each Residence.

Approved Exterior Materials:

1. Natural Stone or Natural Stone Veneer. Thin-cut natural stone shall incorporate exterior corner pieces with minimum 4" returns to avoid the appearance of a veneer at an exterior corner.
2. Natural Wood – The use of two (2) different wood species is an acceptable distinct material option if the profile style, installation direction, and a different finish stain color are used.
3. Corten Steel and Blackened Steel – (minimum 22-gauge metal panel is required to prevent oil canning)
4. On a case-by-case basis, the ARC may consider high-quality composition siding products that are virtually indistinguishable from natural wood. All such products must have a porous wood-grain texture appropriate for traditional stains or paints. Samples must be provided to the ARC for color and material approval prior to procurement and installation to ensure the materials meet all applicable ARC Guideline requirements.

AESA Allocation Guidelines for Primary and Accent Materials:

1. Natural stone or Natural Stone Veneer: Minimum of thirty percent (30%) of the total AESA.
2. Natural wood siding: Minimum of forty percent (40%) of the total AESA.
3. Pre-approved composition siding material with the appearance of natural wood: Maximum of thirty percent (30%) of the total AESA. Large unbroken surface areas are not permitted.
4. Metal panels shall be within the range of ten to twenty percent (10% -20%) of the total AESA.
5. Other ARC-approved accent materials shall be limited to five percent (10%) of the total AESA

Prohibited Exterior Materials:

1. Cementitious Siding Products and Cement Board that do not have the appearance of natural wood.
2. Formed board concrete
3. Wood Shingle Siding, Wood Paneling, Plywood Panels, and Round Logs
4. Cultured Stone and Faux Stone
5. Colored Concrete Block, Exposed Concrete Block, and Split-Face Concrete Block
6. Aluminum, Vinyl, and Fiberglass Siding
7. Brick and Modular Brick
8. Corrugated Metal, Reflective Metal, and other Reflective Surfaces.
9. Exposed Board formed concrete walls
10. Stucco

Additional materials may be considered on a case-by-case basis if the ARC finds the material appropriate to the overall character and objectives of the resort.

Exterior walls shall comply with the approved JSPA Color Palette which complements the site's natural landscape colors.

All exterior accent materials including gutters, downspouts, chimney caps, window frames, louvers, utility boxes, railings, exterior stairways, and metal flashings are to be pre-finished with a non-reflective coating (powder coated, Kynar, integral material color) that blends with the primary materials on the Residence.

Compliance, Preliminary and Final Review submissions must include 3D Color Renderings illustrating the relationship between proposed building forms and existing topography (minimum 2-foot contours), along with a minimum of four (4) 3D Color Renderings showing the Residence front with side, back with side, right side with back, left side with front, with proposed exterior finish building materials and colors, and existing site conditions.

Exterior Materials Mock-up:

Prior to receiving Wasatch County Framing Inspection approval certificate, and prior to procurement and installation of the exterior finish materials, the Owners and/or their General Contractor shall place an Exterior Finish Materials Sample Mock-up for ARC review and approval. **See EXHIBIT C for details.**

All exterior accent materials including gutters, downspouts, chimney caps, window frames, louvers, utility boxes, railings, exterior stairways, and metal flashings are to be pre-finished with a non-reflective coating powder coated, Kynar, integral material color) that blends with the primary materials on the Residence.

Refer to **EXHIBIT C** for a copy of the **Exterior Finish Materials Mock-up** requirements.

3.6 Exterior Colors

Exterior walls Colors: Exterior walls shall complement the medium color and values of the Site's natural landscape and should reflect a similar range of hues as shown in the JSPA Color Palette, **EXHIBIT C**

White and lighter hues of white, grey or beige are not allowed. Black or lighter shades of black may be used as an accent color but may not be used as the primary field color.

All Exterior Materials, color samples, and color selections must be ARC approved prior to procurement and installation.

3.7 Foundations

Buildings must be carefully integrated into the natural landscape and should appear to grow out of the land. Architectural elements at the base of buildings shall be stockier to express structure, and foundation walls shall be heavier and more pronounced. In a building that is well integrated with the Site, the foundations become a platform that defines the exterior perimeter of the interior and exterior living spaces and sets the nature of the transition between the existing and built environment. Strong-looking foundations with the heaviest materials beneath lighter materials and forms that express longevity in a harsh climate are key to successful mountain architecture. Natural stone is considered a heavy material and shall be placed beneath other approved materials.

Consideration should be given to areas where snow accumulation is likely, and appropriate materials should be used in these areas to reduce premature exterior finish degradation. Foundation walls must always step down or slope with the grade change so that the wall's exposed concrete surface never exceeds an exposed vertical surface height of three inches (3") above finished grade (when measured where the wall is highest above finish grade). Material covering the foundation may include natural stone, plaster/stucco, Corten, or blackened steel, and wall must always be in the same plane as the wall. Builders shall install exterior finish materials reglets to provide a clean material termination break between the exterior wall finish material and the exposed, painted, or stucco'ed concrete stem wall. No portion of the exterior face of the concrete wall stem wall waterproofing materials (black asphalt coating and/or rain screed) may be exposed to view.

Use of knee bracing, large timbers, large metal beams, corbels, and substantial natural stone columns or posts with natural stone bases that are consistent with the architectural vernacular and portions are allowed as support structures for projecting elements from buildings. On a case-by-case basis, alternative materials may be allowed if they are pre-approved by the ARC, in its discretion.

3.8 Entrances

Entrances on Residences should be designed to human scale proportion, no entry opening may exceed a single-story height. Clean lines on restrained and understated entries are more appropriate than entryways which are too ornate, monumental, or imposing. Home entrances that are part of a covered front terrace or porch are highly recommended.

There is only one (1) driveway entrance per Homesite. On homesites greater than twenty-two thousand (22,000) square feet a Porte-cochere may be considered acceptable if the

Architect/Designer warrants justification to accommodate unique site design conditions and complies with Wasatch County Fire Department's access and turn-around requirements, on a case-by case basis, in ARC's sole discretion.

3.9 Entry and Side Doors

Main entry doors should be oversized [three feet six inches (3'-6") minimum] width and fabricated from wood and/or metal and may include glass inserts as an accent and should also incorporate sidelights or surrounding windows to make a grand statement whenever possible.

Exterior man doors shall be constructed of steel and/or wood. The primary treatment on wood doors should have the appearance of natural stained wood. Steel doors should have a natural patina finish. Painted finishes should be avoided on both wood and steel doors.

Main entry doors should be oversized [three feet six inches (3'-6") minimum] in width and fabricated from wood and/or metal and may include glass inserts as an accent. They should also incorporate sidelights or surrounding windows to make a grand statement whenever possible.

Exterior man doors shall be constructed of steel and/or wood. The primary treatment on wood doors should have the appearance of natural stained wood. Steel doors should have a natural patina finish. Painted finishes should be avoided on both wood and steel doors. All doors should match the overall character and architecture of the building and may incorporate glass inserts as appropriate but fully glazed or primarily glass doors are not permitted.

Doors with glass inserts must have a minimum four-inch (4") wood or metal frame around the door, with a minimum of four horizontal mullions (each 1.5" wide), evenly spaced and finished to match the frame. Side or service doors may be fiberglass or aluminum if they have the appearance of natural wood and are not visible from the street, nor located on the street-facing sides of a corner lot. **Refer to EXHIBIT G**

Proposed use of fiberglass and/or aluminum doors is subject to ARC review and approval.

3.10 Windows, Skylights, and Draperies

SkyRidge promotes the use of expansive window systems, Windows provide a refined touch while emphasizing and focusing on surrounding views. Windows provide the opportunity to create scale, proportion, and detail to exterior elevations, while responding to unique view corridors, privacy, and natural daylighting considerations.

As such, window selection, treatment, and placement relative to the wall surface shall be considered to avoid conditions where the glass surface is in the same plane as the exterior finish wall surface. Windows in stone walls shall be set back a minimum of six inches (6") from the surface of the stone to enhance the sense of mass and depth the stone will provide. Windows in other building materials shall have appropriate treatment or design to break up a continuous wall plane. This may be accomplished by substantial window trim or integral window frames that recess the glass surface further back into the window opening. Additionally, proportionally sized roof overhangs should be used to shade large glass areas and avoid reflective glare.

Window frames shall be constructed of the following materials: thermally broken aluminum, steel,

wood frames with exterior extruded aluminum cladding, fiberglass, or other composite windows. Exterior colors shall be natural tones consistent with colors as outlined in these Guidelines and Section 3.6.

Vinyl, vinyl composite, and white colored window frames are not permitted. Windows and finishes shall not be reflective or have unfinished metal surfaces.

When used, divided lights must be authentic or simulated to appear authentic, using internal spacer bars to simulate true divided lights.

Octagons, circles, hexagons, and triangles windows shapes are not permitted. Window heads must be shaped to match roof lines or remain level. Scissor trusses are not permitted to be visible from the outside and scissor truss windows will not be permitted with slopes not matching the roofline.

All skylights shall be positioned on the roof in an organized pattern which aesthetically compliments the roof design, rather than arbitrarily placed.

All skylights shall be flatly shaped with a low profile. Bubble-type, highly reflective, or white skylights are prohibited. Skylights placements shall be reviewed and approved by the ARC.

Shutters and drapery linings to be in neutral color ranges when visible from outside the Residence.

3.11 Glazing Limits

To reduce light pollution and minimize visual impact on the hillside, the amount of glazing on any individual wall plane shall not exceed fifty percent of that wall's surface area. A wall plane is defined as the area bounded horizontally by the left and right corners of the wall in elevation, and vertically from the finished floor to the underside of a roof overhang or projecting deck above.

This approach maintains generous access to views and daylight while discouraging the appearance of overly transparent, glass-dominated façades. Exceptions may be considered by the ARC where shading elements, articulation, or other design strategies effectively mitigate the visual impact.

3.12 Garage Entrances and Doors

Garage entrances and doors shall be designed and placed to be compatible with the Residence and the surrounding area. Garage doors occupy a main portion of the ground floor and can therefore have a major impact on pedestrian's perception of the Residence. To minimize the visual impacts of the garage door, it must be designed to be an integral part of the architecture, with trim and detailing that are visually interesting. Garage doors shall be designed to complement the architecture of a building and not become the dominant facade feature. Garage doors shall be recessed and integrate with the surrounding landscape to soften the impact of the door(s) when viewed from the street.

Wasatch County Code Definition FACADE, FRONT (Front Façade): That portion of a building that typically faces the street and/or Front Lot Line. For purposes of this definition front facade shall typically means the front wall of the building and shall not include any porch.00

Owners shall be responsible for submitting proper proof of compliance with the following standards as part of the Architectural Review process:

1. Garage doors shall be constructed of steel, wood, fiberglass, or wood composites. Garage doors must include windows to comply with the design guidelines. Windows should complement the architecture and be incorporated as appropriate. Doors should have a natural patina, natural-appearing look, or painted in natural tones. Doors that are primarily glass may have frames that are aluminum, steel, fiberglass, or wood which are painted or stained in natural tones.
2. Garages must accommodate at least two (2) automobiles and is required to be physically attached to the main residence. Detached garage is permitted on Homesite size over 21,780 square feet and limited to a home design that does not include an attached garage. Carports are prohibited.
3. Only two (2) single garage doors or one (1) two (2) bay garage door (maximum eighteen feet (18') wide x nine feet - six inches (9'-6") high may face the street. Two (2) two (2) bay-garage doors are not permitted on front facade. However, two (2) two bay garage doors may be considered if they are located on separate building façade elevations on a case-by case basis at the ARC's discretion.
4. Recreational vehicle garage door shall not exceed ten feet (10') wide and ten feet (10') high. Should there be a justifiable design need for a larger custom sized garage door it may not be discernible from the street and may be allowed on a case-by-case basis, at the ARC's discretion. Should there be a justifiable design need for a custom sized garage door it may not be discernible from the street and may be allowed, at the ARC's discretion.
5. All garage doors shall be recessed a minimum of one foot six inches (1'-6") bump-outs at each side of the of the garage door. Should there be a continuous extended deck above the garage door greater than five feet six inches (5'-6") deep from the face of the garage door, the required bump- outs may be subject to omission, at the ARC's discretion.
6. Front entry garage doors shall be recessed a minimum of five feet six inches (5'6") from the Residence front facade. A continuous roof eave overhang shall measure a minimum five feet six inches (5'6") from the fascia to garage door and which includes the one foot six inches (1'6") garage bump outs.
7. Side entry garage doors shall be angled a minimum of 60 degrees from a line parallel to the street. Garage doors shall be recessed one foot six inches (1'-6") from the face of the bump-outs at each side of the garage doors. Continuous eave overhang shall extend a minimum of four feet (4') from the roof fascia to face of the garage door.
8. Rear entry garage doors shall be recessed a minimum of one foot six inches (1'-6") bump-outs at each side of the garage door. Eaves shall measure a minimum of four feet (4') from the fascia to face of the garage door.
9. Driveway and curb cut shall be at least seventeen feet and six inches (17'-6") from the nearest corner property line to the edge of the driveway, and forty (40') feet from the intersection measured from the apex of the corner curb radii intersections. The minimum overall driveway

width of twenty (20') feet is required by the Wasatch County Fire Department. Driveway shall not encroach into the side or rear PUEs.

10. Driveways shall have a minimum of sixteen-foot (16') wide colored concrete pad with stamped or textured finish or stone pavers, and a two (2') feet wide decorative stamped or textured integral colored concrete or stone paver border on each side of the driveway. The decorative borders shall extend from the inside face of the street curb to the face of the garage(s) finish façade or to a natural termination point, approved at the ARC's discretion. Loose gravel is not permitted.
11. Parking and turn around areas shall be within the Developable Envelope.
12. Comply with all County requirements or Governing Documents.
13. Installation of fluorescent or other highly visible lighting inside a garage visible from the open garage door(s) and/or garage door windows that would cause an excessive glare to neighboring properties is not permitted. All glass in doors and garage windows must be frosted or tinted to avoid light bleeding.
14. Recreational Vehicle garages may not face the street. Recreational Vehicles must always be stored in the garage with doors closed.
15. Trash bins must always be stored in the garage with doors closed except on trash pickup days.

3.13 Roofs

Roof forms must minimize visual impact and blend into the natural surroundings. Roof materials must be non-reflective and reflect the darker tones of the site's background. From a distance, roofs are often the most visible architectural element.

The overall profile and articulation of the roof should be creatively designed to break up large and boxy forms and work with building massing in both plan and elevation. Taller roof masses should be located toward the center of the home with lower roof elements stepping down toward the edges.

Single-slope / Shed Roofs:

The high point of a shed roof shall not occur at the exterior wall plane. An exception may be allowed when the roof structure follows the natural topography and the supporting exterior wall at the high point of the shed roof is no more than 12 feet in height, measured from the lower of natural or final grade. To determine the highest point of the roof or eaves/overhangs above and within the perimeter walls of the building, the distance shall be measured from existing grade, directly below the highest point. The allowed heights shall be in compliance at all points within the building's perimeter walls. This rule does not apply to chimney elements.

Single sloping roofs as the dominant roof form shall comply with the guidelines and have a minimum roof slope of 2:12 – 6:12 maximum. The roof pitches should typically follow the surrounding topography and the highest continuous eave of a dominant single sloping roof is not permitted to occur at the outside perimeter wall of the home.

Roof slopes between 1/2:12 and 2:12 are not permitted to maintain a clear distinction between flat and sloped roofs.

Flat Roofs:

The design of flat roofs must be complimentary to the surrounding landscape environment and neighboring homes, illustrate architectural variety, and avoid large massing when viewed from any angle, including from above.

A flat roof is defined as having a slope no greater than 1/2:12. Flat roofs are allowed when combined with pitched roofs but not as the dominant roof form. Roof area calculations and percentages from a plan view perspective shall indicate flat roof areas no greater than thirty percent (30%) of the overall roof area and shall obtain ARC approval. Decks on a flat roof shall be included in the thirty (30%) percent flat roof allowance.

Flat roofs, parapet walls, and flat roof overhangs located at the perimeter building walls and/or exterior patios or decks shall be no higher than twenty-three feet (23'), measured from finished grade to the top of the roof structure or parapet. All flat roof surfaces must be covered with appropriate ballast material such as natural aggregate stone or pavers, and parapet walls must be finished with complementary building materials. Stone ballast/pavers shall be contained by a parapet curb, not a thin metal edge.

Gable or Hipped Roofs:

Gabled roof ridge lines shall be limited to forty (40') feet in length without a minimum one foot six inches (1'- 6") offset. Dominant roof forms that are gabled or hipped must have a minimum 4:12 to 6:12 maximum pitch, and with a minimum two-foot (2') overhang. Exceptions to this standard maybe be considered by the ARC on a case-by-case basis.

General Roof Form Standards:

Other roof forms or combinations of forms maybe be considered by the ARC on a case-by- case basis.

No single roof element shall exceed forty percent (40%) of the total roof area or forty feet (40') in length along any continuous edge, ridge, or plane.

No single roof **plane** shall exceed forty (40') feet in continuous length without a vertical or horizontal break that articulates the massing and reduces visual bulk.

Disproportionately large or uninterrupted roof forms will not be allowed.

Owners shall be responsible for compliance with the following standards as part of the Architectural Review process:

Roof Lines and Massing: Large unbroken expanses of roof area shall not be permitted; secondary roofs should be used to break up large expanses of the main roof to prevent large continuous roof surface. Long, uninterrupted ridgelines greater than forty feet (40') long are not permitted unless the ARC determines that other building elements make the roof ridgeline less conspicuous. Each Residence will be reviewed on a case-by-case basis with visibility being the primary criteria.

Roof Slopes: The roof slope for each dwelling shall be varied and articulated but flat roof may not exceed (thirty percent 30% maximum) roof area and indicate positive drainage slope and direction on the drawings and approved during the ARC review process. All flat roofs must be covered with an appropriate finish material such as earth toned colored gravel or natural turf to blend into the local JSPA area environment.

ROOF SLOPE	
No greater than ½:12	Flat roof limited to 30%
Greater than ½":12 and less than 2:12	Not allowed
2:12 – 6:12	Single-slope/Shed roof
4:12 – 6:12	Gable or Hipped roof

Roof Styles: The ARC strongly encourages the use of gables, hips, and/or shed roof styles of varying height to create articulated roof structures.

Prohibited Roofing Structures: Mansard, A-frame, dome shapes, and/or other roof of nonstandard shapes are prohibited. Additionally, unique shaped roofs structures not typically allowed, like butterfly or curved roofs, may be considered acceptable as an accent (ten percent (10%) maximum of the overall roof structure) if justification is warranted by the Architect/Designer to accommodate unique design and/or site conditions basis on lots sizes greater than 21,780 square feet and approved on a case-by-case basis, at the ARC's sole discretion. If approved, butterfly roofs are not permitted in the perimeter of the building.

Roof Eaves: All roof eaves shall project a minimum of two (2') feet beyond the exterior face of the perimeter walls of the home to minimize reflections from the glazing, create shadow patterns on the building walls, and protect interior spaces from glare caused by the low angle of the winter sun, and protect pedestrians from falling snow and ice. The roof eave overhang must be kept within the Developable Envelope.

Flat roof areas with roof parapets and no eaves shall comply with required roof calculations and obtain pre-approval of the ARC.

Snow Safety Measures: Roof designs should include snow safety measures, and all snow dump areas to be designed, located, and identified on the Landscape Site Plan to prevent personal injury or property damage. Snow guards must match the color of the roof. Roofs above entrances to be designed to prevent snow from shedding on to the main and secondary entrances.

Permitted Roofing Materials: Color coated standing seam metal roof, corten, or blackened steel, patinaed copper, patinaed zinc, Vail metal tile, and environmentally sensitive composite shingles with a minimum of a forty (40) year warranty with and approved wood-like shake profile.

Other roofing materials that may be acceptable include concrete tiles, slate tiles, superior grade asphalt shingles similar in quality to "Presidential Shake", and waterproof membranes when covered with an appropriate finish material such as earth toned colored gravel or pavers to blend into the

local JSPA area environment. On a case-by-case basis, these or other materials may be deemed appropriate by the ARC.

Prohibited Roofing Materials: Asphalt shingles with a standard or medium thickness, all types of barrel or “S” tiles, asphalt roll roofing, any permanent shiny copper or other blatantly reflective metal surfaces, reflective pre-finished metal, wooden shake shingles, and/or other flammable roofing materials due to Fire Department regulations.

3.14 Solar Applications and Other Structures

Use of passive and active solar designs systems are allowed; however, active solar applications may easily result in excessive glare and reflection on surrounding neighbor’s property. Solar applications may be approved by the ARC if the Owner demonstrates that the solar hardware is complimentary integrated into the overall home design, surrounding landscape, and screened from neighboring properties to sufficiently minimize and/or mitigate any reflectivity form from the solar panels. Solar panels should be integrally designed into the original roof design.

Subsequent retrofitting or application of solar panels into an existing roof and/or Residence design after initial construction is both difficult and rarely successful from an aesthetically pleasing design standpoint and must be approved by the ARC prior to installation.

Owners incorporating solar panels into their home design shall include the layout and specifications with their Compliance Plan Application for the Homesite Design. This will enable the ARC can properly review how it will be integrated into the overall home and roof design. While the ARC remains receptive to developing technology pertaining to Residence materials (i.e., solar shingles and glass walls), ground mounted solar panel arrays shall not be visible from the street that a lot fronts. The ARC may impose reasonable restrictions on the solar energy system’s size, location, and manner of placement consistent with Section 57-8a-701, et. seq., of the Utah Code, as such Section may be amended, supplemented, or replaced from time to time.

3.15 Chimneys, Flues, Vents, Rooftop Equipment & Fireplaces

Well-proportioned chimney masses that are appropriately proportioned to the mass of the Residence must be complementary to the overall design of the home.

All mechanical and plumbing roof vents and piping shall be incorporated into the overall roof and chimney(s) design to conceal from view. Flues, vent stacks, roof mounted mechanical equipment, and other penetrations must be ganged together within the fireplace chimney(s) and/or using as few false chimney/enclosures stacks as possible. The Architect/Designer must plan for mechanical chases and false chimneys during the design process.

Owner and the Builder to coordinate with the Mechanical and Plumbing sub-contractors prior to installation to ensure the feasibility of proposed and appropriate routing and roof penetration locations contained within an artificial chimney enclosure. These stacks should be articulated as features on the roof with appropriate architectural detailing and painted in a dark/black color.

Utility roof vents and piping roof penetrations within fireplace chimneys, cupolas, box vents, also

known as “turtle vents,” (powered or static) are acceptable if they are placed on non-street-facing roof planes, such as the backsides of ridges, and are evenly distributed above floor plan wet areas to easily accommodate and/or avoid vent clusters. Chimney flue piping/spark arresters and vent stacks visible within screened chimney caps shall be painted black or a dark color. Colors should be non-reflective and harmonious with the finish roof materials. All exposed PVC piping, venting, roof vents, ducts, fireplace flues, and side wall penetrations must be powder coated or painted to match the surrounding surface finish material colors or black.

Due to the extreme fire danger present in this mountain region, all chimneys, including outdoor fireplaces, must be equipped with a U.L. approved or an I.C.B.O. approved spark arrestor. All metal spark arrestors must be black in color and completely concealed from view and buffered by a sufficient chimney cap screening (i.e., black mesh, etc.).

Chimneys and roof mechanical equipment enclosures shall be clad in natural stone, natural stone veneer, corten, or blackened steel.

Homesite Designs submitted to the ARC must include a detailed roof penetration plan which depicts all roof penetrations, including plumbing and mechanical vents, as well as all chimneys. This roof penetration plan must be submitted and reviewed by the ARC during the Preliminary Plan Review.

To preserve the high quality of the mountain air at SkyRidge, the ARC strongly recommends using electric, vapor, or natural gas fireplaces. However, each homesite is allowed one (1) interior wood-burning fireplace which includes a spark arrestor chimney flue cap.

Only natural gas outdoor fire pits are allowed. Portable barbecues are permitted if they have lidded cookers.

All permanently installed barbecues must be pre-approved by the ARC.

3.16 Porches, Patios, Decks, Railings, and Awnings

Having a covered front porch or front-facing patio or deck as a core structure on Residences is encouraged. A creatively designed front entrance can be an architectural asset and enhance the Residence in the following distinct ways:

1. The focal point of the Residence (as viewed from the streetscape) will become the pedestrian-oriented entrance, rather than the typical garage-dominated design.
2. The home’s entryway shall be designed as an architectural asset without being monumental or intrusive.
3. A sitting area with the benefits of a low wall and an overhanging roof can easily become an ideal area for enjoying the exceptional views.
4. The Residence’s living areas feel more spacious if the deck or porch locations enable easy indoor/outdoor transition spaces which open directly to other outdoor spaces.
5. The mass of the balusters and the railings, when used, should be a visual element of the building’s design.
6. Acceptable baluster and railing materials include:

7. Wood, vertical and horizontal
8. Metal, vertical and horizontal
9. Glass or Plexiglass
10. Wood, metal, glass, and/or plexiglass combinations
11. Ground-level decks that have an exposed cavity underneath over thirty inches (30”) high must be appropriately covered or skirted with a material pre-approved by the ARC and include a code compliant guarding system

3.17 Fences

Fences are prohibited in residential areas to support an open feel to the JRA and allow for wildlife migration.

3.18 Animals and Dog Houses

All dog houses and other permanently installed equipment shall be integrated into the Homesite Design and meet all Governing Document requirements and be pre-approved by the ARC before its construction. The use of Invisible fencing or equal product is encouraged. Please refer to County Codes, regulations, and ordinances regarding animals.

In accordance with County Code:

1. Horses will be allowed only in equestrian approved consolidated facilities.
2. No Homesites regardless of size will have animal rights.
3. No (constructed) dog runs shall be allowed.
4. No barns, sheds, corrals (other than those in the approved equestrian facility), or other related animal management structures shall be allowed.
5. Dog doors may be incorporated in the originally designed perimeter wall if the Owner provides an electronic Invisible fence or equal product around their property.

3.19 Changes or Additional Construction

Any changes and/or additions to the ARC-approved Plans which occur before, during, and/or after Homesite construction are required to be submitted to and approved by the ARC prior to their construction.

3.20 Protection Systems

Residences are encouraged to be equipped with alarm systems to monitor fires and gas leaks. These alarm systems should be monitored and maintained by a reputable service at the Owners' expense.

3.21 Exterior Sound Systems

Outdoor speakers should be played at a level that does not disturb occupants of Neighboring Properties.

Section 4:

LANDSCAPE DESIGN AND PLANNING

As homes are designed and built within SkyRidge, care shall be taken to preserve the rugged natural beauty that is so intrinsic to the resort's character. The native vegetation and unique Homesite features should remain the fabric that weaves together a cohesive, and distinct resort.

Decisions regarding the placement of the home, and any outdoor hardscaped areas must be sensitive to both the preservation of the existing natural environment on the Homesite. All trees, natural vegetation, and any other Homesite features should help to enhance the overall resort appearance of the Homesite. Since the variety of plant species available for revegetation are limited, and the growth process is long; every method to preserve existing vegetation must be employed.

Each Homesite has defined areas specifically designed to protect and preserve the natural features of the landscape, two (2) landscape zones comprise each Homesite. These landscape zones include the Private Area and the Transition Area, and these zones will be determined for each Homesite in the Preliminary Plan Review. Examples of how to indicate these zones on landscape zones plans are available from the ARC.

4.1 Landscape Design Principles

Plant composition should help emphasize the perception that the mountain landscape extends throughout SkyRidge and down to the Jordanelle Lake. To mimic the natural landscape, the use of native or native-like plant massing (or plant groupings) and compositions that combine deciduous, conifers and evergreen trees with under-story shrubs and groundcovers reminiscent of the surrounding mountain slopes is required. Plantings are to be incorporated into the landscape design to create edges, frame views, soften building edges and extend the mountain landscape character into the Homesites. Strategic planting is encouraged to frame, preserve and/or enhance views.

Planting single shrubs and trees is discouraged except where the intent is specimen planting. Mass planting of trees, shrubs, and ground cover areas is necessary to create a stronger, more legible landscape character. A variety of plant sizes are recommended to ensure visual diversity. Refer to **EXHIBIT D** or SkyRidge's website [HERE](#) for a copy of JSPA Recommended Plant List.

During the ARC Plan Review process the intended landscaping plan, vegetation, and materials and quantities must be specified and located on the Landscape Plan. Owners are required to present a Landscape Plan with vegetation, site wall materials, retaining wall materials, all decorative landscaping materials, borders, and special features for ARC initial Compliance comments. All landscaping vegetation, material samples, and color selections must receive ARC's Final approval prior to installation.

4.2 Transitional Area

The transitional area is that portion of a homesite outside of the Private Area within which an Owner may match and/or enhance existing native landscape patterns with plants selected from the approved plant list as it makes a natural transition into the native areas. Care must be taken during the siting of the Residence on the Homesite to allow planting space for perimeter landscaping to occur, without encroachment into the native areas. All areas of the homesite which were disturbed by construction activity shall be restored and revegetated and must be appropriately tended and irrigated until it is established. Planting and maintenance of the Transitional Area is the responsibility of the Owner.

The Transitional Area of the homesite is that area where a Site's landscape transitions to the native landscape.

Removal of the native vegetation down to raw earth for the purpose of fire prevention thinning is not allowed.

4.3 Private Area

The Private Area is next to the Residence and may be screened from Neighboring Properties, by low privacy walls, structures, or plants within which an Owner may create a varied landscape should screening be necessary or desirable for visual privacy and Hot Tub screening from adjacent neighbors and/or street view. All proposed low privacy walls and plants must be approved by ARC at its discretion.

4.4 Gambel Oaks

Protection of native Gambel Oaks on Homesites is imperative since they do not transplant well. Prior to transplanting native plants, Owners should consult their Landscape Architect and/or an arborist to determine if native plants may be preserved and what methods are needed to maximize the chances of survival. Stands of spruces, firs, and junipers should also be protected as much as possible.

All native plants should be obtained from a reputable local nursery specializing in native plants. Trees must have sufficient root growth to ensure proper plant health.

4.5 Minimize Lawn Areas, Meadow Grass, and Wildflowers

Grass lawn areas should be kept to a minimum. Appropriate use of turf is to scale the lawn to the surrounding area and use. Maintenance and elimination of fertilizer and/or biocide use should be considered when locating lawns.

Owners should simplify turf edges and areas, avoid difficult to mow situations like steep slopes and around boulders, and take into consideration the water required to maintain turf areas. Minimizing overall site disturbance will further retain existing ground covers wherever possible, and in wooded or vegetated areas, reduce potential lawn areas by retaining as much existing or native material on site as possible.

Use alternatives to turf when feasible. Effective alternatives to turf, which will better maintain a natural setting include wildflowers and shrub massing, for season-long color. In certain settings, wildflower reseeding will be necessary to maintain the color vibrancy of the planted areas. Remaining disturbed areas that are not covered by structures, planting beds or lawn area, shall be revegetated with a native grass seed mix approved by the SkyRidge ARC. Native seed mix may include wildflower species for added color to the landscape. Natural ground cover and mulch such as colored stone or bark chips are allowed within planting beds. **Extensive use of gravel or mulch for landscaping is not allowed.**

ARC shall have discretion in determining the appropriate coverage area during the review of the proposed landscape plan. Synthetic mulches and artificial turf must be approved by the ARC and may be required to be installed only in discrete locations not seen from adjacent lots or common areas.

4.6 Maintenance and Irrigation

Owners shall be responsible to plant vegetation, irrigate, maintain, and repair all areas on such Owner's Homesite. Proper care and maintenance of vegetation is critical to the overall success of each Homesite's planting character and health.

It is recommended that Owners require landscape contractors to provide a two (2) year maintenance guarantee after installation to ensure that plants are healthy and established and/or replaced if dead or die within the two (2) year period.

If an Owner fails to plant, irrigate, maintain or repair their Homesite in a manner consistent with the requirements of the Governing Documents, then the Board shall have the right to cause such landscaped areas of the Owner's Homesite to be vegetated, cared for, maintained and repaired in a manner consistent with the Governing Documents, and the Association shall have the right to levy against the Owner of such Homesite an Individual Assessment for all of the costs and expenses incurred by the Association to vegetate, care for, maintain and repair such landscaped areas.

A permanent irrigation method(s) is required for all trees and landscaping in Private Areas and Transitional Areas. As needed irrigation of landscaping in Private Areas and Transitional Areas is permitted. Existing trees, and native areas are not permitted to be irrigated because indigenous vegetation does not require additional water.

Permanent irrigation of the native area can lead to disease and death of the native plants, and aid in the spread of undesirable plant species or weeds. Clusters of trees or shrubs that block a neighbor's view are discouraged.

Consideration of the Homesite and neighboring parcel's view corridors to be taken into consideration in the development of the landscaping plan.

4.7 Minimum Tree and Shrub Planting Requirements

Homesite Size (sq.ft.)	Deciduous Trees- 3" DBH*	Deciduous Trees- 2" DBH*	Evergreen Trees 12' Min. Height	Evergreen Trees 8'-12' Min. Height	10 Gallon Shrubs
8,000 – 12,000	3 Trees	6 Trees	2 Trees	3 Trees	20 Shrubs
12,001 – 15,000	5 Trees	11 Trees	3 Trees	5 Trees	30 Shrubs
15,001 – 20,000	7 Trees	16 Trees	4 Trees	8 Trees	30 Shrubs
20,001 – 25,000	8 Trees	20 Trees	4 Trees	8 Trees	40 Shrubs
25,001 – 30,000	8 Trees	20 Trees	5 Trees	8 Trees	40 Shrubs
30,001 – 43,000	11 Trees	25 Trees	5 Trees	9 Trees	60 Shrubs
43,001 -	11 Trees	25 Trees	5 Trees	9 Trees	60 Shrubs

***DBH:** Diameter at Breast Height

Owners must develop a quality landscape design that incorporates trees and shrubs. On Homesites less than 13,000 sq. ft. lots where there is limited space to plant side yards while maintaining the required ten (10') canopy clearance use smaller caliper tree

4.8 Site Plan with Existing Conditions and Landscaping Plan

A Site Plan prepared and signed by a licensed professional accounting for existing site conditions is required for designing Homesite Improvements and Landscape Plans.

During the **Compliance Review** process, Owners are required to present a Site Plan with Existing Conditions and a Landscaping Plan with boundaries, dimensions, total square feet, topography, accurate locations and descriptions of unique native features and vegetation, proposed Setbacks, PUE, Developable Envelope, proposed LOD, location of utilities, and any additional Easements or Rights-of-Way, along with all proposed improvements. These Plans will provide a reliable basis for creating feasible Site and Landscaping Improvement Plans; and as the Architectural Review process ensues, this information will ensure that the ARC is able to accurately evaluate how well the proposed Site, grading, and Landscaping Improvement Plans relate to and compliment the original natural character of the Homesite.

Where there is a home built on the abutting Owners' property, finish grades of the new property Owners' must align with the abutting property owners finish grades to ensure positive water drainage flow off the front or rear of their respective properties and not on to the neighboring property.

4.9 Access to Trail System

Access to SkyRidge trails is only allowed at specifically designated trailheads unless, on a case-by-case basis, the ARC may evaluate and approve individual access to a SkyRidge trail from a certain Homesite.

Section 5:

ARCHITECTURAL REVIEW PROCEDURES

SkyRidge has established a comprehensive Architectural Review process that is administered by the ARC. As each Homesite Design is submitted to the ARC for review, it will be evaluated for its architectural uniqueness, for its adherence to SkyRidge's character and motif, and its preservation of the natural landscape. The Architectural Review process provides an opportunity for every Owner, Architect/Designer, and/or Builder to draw upon the unique expertise and knowledge of those who have been integrally involved in the planning and development of SkyRidge. Under the mandates of the Governing Documents, the ARC is charged with the responsibility of maintaining the standards set forth in these Guidelines, Construction Regulations, and in any other applicable Governing Documents. In addition, the ARC has the responsibility to issue formal approvals or rejections of all projects at SkyRidge and to enforce these Guidelines, Construction Regulations, and all applicable Governing Documents. Each Residence and its Improvements and/or additions shall meet the criteria of these Guidelines, Construction Regulations, and all applicable Governing Documents.

The Owner shall be responsible for fulfilling all steps of the Architectural Review process as described herein.

ARC Review and Approval is to be obtained for ALL Items such as those listed below:

1. Selection of ARC Approved Architect or Designer – Owners must select an Architect or Designer with a documented track record in designing homes specifically for steeply sloped terrain and mountain environments, as well as a licensed professional for the preparation and certification of the Site Plans. Site Plans must be prepared and signed by a licensed professional with demonstrable experience working in such conditions. All professionals and designers must be thoroughly familiar with the SkyRidge Design Guidelines and all applicable codes and ordinances. Architects and Designers must be qualified and pre-approved by the ARC, in its sole discretion, to represent the Owner in the Architectural Review process. Qualified professionals may submit an application with their credentials and proven record to the ARC for review. Once pre-approved, they will participate fully as the Owner's representative throughout the review process. Applications and guidelines are available at SkyRidge Homebuilding [Documents](#).
2. Improvements – Construction of any new Residence, building, structure, and/or landscape structure.
3. Alterations, Additions, or Rehabilitation of an Existing Improvement – Any new Improvements, construction, or rehabilitation to an existing Improvement, Residence, building, structure, or landscape structure that alters the original massing, exterior finishes,

window placement, roof design, exterior lighting, interior lighting visible from off-site and/or other significant design elements.

4. Homesite and/or Landscape Improvements – Any Improvements or changes to Improvements, including, but not limited to, grading (for any excavation and/or fill involving more than 10 cubic yards of dirt), planting and re-vegetation plans, tree removal, irrigation, driveways, site walls, walkways, decks, patios, hardscaping, fountains, hot tubs, athletic and play courts, fire pits, signs, artwork, and/or drainage, that alter an existing landscape.

It should be noted that many interior remodeling projects and building additions result in additional site requirements, including, but not limited to, parking, drainage, and landscape planting requirements. Any such Improvements are subject to ARC review and approval.

The ARC review requirements are detailed here in Section 5; every Owner and their Architect/Designer and Builder, involved in any step of the Architectural Review process, shall be responsible for compliance with these Guidelines, the Construction Regulations, all Governing Documents, and any other requirements established by the ARC. The Board, may at any time at its discretion make modifications to these Design Guidelines.

Owners shall be advised that the SkyRidge Design Guidelines contain Setback, PUE, Retaining Wall, and other requirements that may be more restrictive than those described in Wasatch County or JSPA Code.

5.1 JSPA Planning Committee and JRA Design Handbook

A Planning Commission for the Jordanelle Specially Planned Area (JSPA PC) has been formed to provide guidance, oversight, recommendations, and approvals for the Jordanelle Specially Planned Area (JSPA) or Jordanelle Recreation Area (JRA). The JRA Design Handbook details the guidelines and standards that have been created by Wasatch County to govern the development of the JSPA or JRA, to achieve the “Vision” and to encourage a consistent, unified, and high quality of land planning, architecture, and public spaces. These codes, requirements, restrictions, and ordinances are in addition to the standard Wasatch County codes and JSPA codes which apply to all land within the JSPA and SkyRidge. SkyRidge ARC cannot grant variances for any Wasatch County Codes, JSPA codes or JRA Design Handbook requirements. Owners are responsible to contact Wasatch County directly to discuss codes or JRA Design Handbook requirements and approvals. Refer to SkyRidge website for a copy of the JRA Design Handbook.

5.2 Relationship to Wasatch County Requirements

The Architectural Review process, described in this Section 5 is intended to operate in conjunction with the Plan review process required by Wasatch County for obtaining a Building Permit.

5.3 Pre-Design Conference

Once the ARC has approved an Owner's Architect/Designer, Licensed Professional and an Engineer stamped Survey is obtained, Owners should schedule a Pre-Design Conference. The Pre-Design Conference should be completed prior to the Owner's licensed, professional Architect/Designer preparing proposed Plans for any and all Homesite Improvement(s). The purpose of the Pre-Design Conference is to review the attributes and unique features of your homesite and discuss the design process **Requirements**. This review is an essential part of thoughtful site planning to maintain the balance between architecture, landscaping, and the resort. The Owner and their Architect/Designer will meet with an ARC Representative on the Homesite (or off-Site video conference call, if the ARC, in its discretion, decides that is appropriate), the Pre-Design Conference items listed below will be discussed and evaluated to resolve any questions and/or concerns about Homesite Design and building requirements.

PRE-DESIGN CONFERENCE AND REQUIREMENTS:

- a. Receive ARC Approval for selected licensed, professional Architect or Designer
- b. Natural Topography, Existing Conditions, Landscape Zones, and Limit of Disturbance
- c. Homes shall undulate with existing slopes. Engineered Building Pads are NOT allowed
- d. Setbacks, Developable Envelopes, Public Utility Easements, and Rights-of-Way
- e. Retaining Walls, Associated Grading, and Materials
- f. Allowed Encroachments
- g. Driveway Location, Curb Cut, Materials, Width, and Slope
- h. Owners and their Builders are responsible for ensuring that the specifications required by the utility and cable providers are available at their home site
- i. Proposed Site Plans, Landscape Plans, and Residential Plans
- j. Wasatch County Codes, Codes specific to the JSPA, and JRA Design Handbook
- k. SkyRidge Design Guidelines and Construction Regulations
- l. SkyRidge Architectural Review Process and time frames

The Pre-Design process helps ensure the Owner, Architect/Designer, and Builder understand Wasatch County, JSPA Codes and JRA Design Handbook and requirements along with the Design Guidelines before designing Plans for the Homesite.

On average, the review process takes approximately two (2) months if the Owner's Architect/Designer adheres to the ARC Guideline requirements and submits Plans and/or

resubmissions in a timely manner to enable ARC an approximately ten (10) business day turn-around time. Should an Owner submit a Waiver of Requirement Application, an additional month for evaluation and processing shall be required.

5.4 Architect and Construction Team Selection

Professionals experienced with designing mountain homes tailored to fit the unique landscape and topographic features of the Homesite may submit an application to the ARC. Once approved this Person will fully participate as your Architect/Designer throughout the Architectural Review process. Contact the ARC for an Application.

The Architect/Designer is responsible for creating plans that meet the individual needs of the Owners while complying with Wasatch County and JRA Design Handbook codes and requirements along with the SkyRidge Design Guidelines and other governing documents.

The selected Architect/Designer will interface with the ARC on behalf of the Owner for the purposes of completing the Architectural Plan Review process.

5.5 Compliance Plan Application Submittal

Owners shall be responsible for submitting a complete digital Application on SkyRidge's Home Builders Portal. SkyRidge will send the Owners' team login credentials after the Pre-design meeting.

The Architectural Review Fee of Ten thousand Dollars and Zero Cents (\$10,000.00) (see Section 5.27) shall be due and payable in full prior to or in conjunction with submission of the Compliance Application. Failure to pay the Architectural Review Fee will result in delay of all Plan reviews.

SkyRidge Mountain Community Association will email Owners an Invoice through QuickBooks.

Owners may utilize the online payment link provided by the HOA or mail a check to:

SkyRidge Mountain Community Association
C/O Cooper's HOA Management
1750 Sun Peak Dr, Suite 175
Park City, UT 84098
(435) 776-5013

The Architectural Review Fee shall be applied to the Architectural Review process for the Residence of that particular Homesite.

Resubmittals and/or other special circumstances will be subject to a One Thousand Dollars and Zero Cents (\$1,000.00) Resubmittal Review Fee (see Section 5.27).

The Compliance Review ensures that Plans encompass all SkyRidge Design Guidelines, as well as assists in preparing your Plans for Preliminary Review with the full Architectural Review Committee. The ARC cannot grant variances for any Wasatch County Codes, JSPA Codes or JRA Design

Handbook requirements. Owners are responsible to contact Wasatch County directly to discuss code or JRA Design Handbook requirements and approvals.

COMPLIANCE REVIEW REQUIREMENTS:

- a. Setbacks, Developable Envelopes, Public Utility Easements, and Rights-of-Way
- b. Homes shall undulate with existing slopes. Engineered Building Pads are NOT Allowed
- c. Retaining Walls, Associated Grading, and Materials
- d. Allowed Encroachments
- e. Driveway Location, Curb Cut, Materials, Width, and Slope
- f. Garage Door Placement, Sizes, Materials, Setbacks, DE, Roof overhangs, and Eaves heights
- g. Landscaping Plan with a Legend indicating Minimum quantity requirements for Trees, and Shrubs and vegetation.
- h. ALL Additional Items Specified on the Checklist
- i. Minimum of four (4) - 3D renderings, one from each corner perspective of the home which includes the newly proposed surrounding Homesite's finish grading and exterior finish materials and colors. If there are existing Homesites on one or both sides of the property, ensure that the Homesite's new finish grades align with the abutting grade elevations and includes a swale to capture and divert site water run-off to the front of rear property lines, based on the slope of the property. Site water run-off is not permitted to flow or be redirected to the adjacent/abutting properties.

COMPLIANCE PLAN AND APPLICATION PROCESS:

1. Submit a complete digital Compliance Application and Plans to the ARC (refer to Application for submittal requirements).
2. Only complete Applications and Plans with the fees paid will be accepted for processing.
3. Plans will be processed to determine if:
 - a. All Checklist items are included.
 - b. Plans are compliant with requirements.
 - c. All requirements noted by ARC from previous submittals have been addressed and bubbled with Delta Number on the drawings along with written responses must accompany the resubmission.
4. Incomplete Plans and Applications will be returned to Owners for revisions, resubmittal, and assessed a One Thousand Dollars and Zero Cents (\$1,000.00) Resubmittal Review Fee (see Section 5.27).

COMPLETE APPLICATIONS AND PLANS WILL BE REVIEWED BY AN ARC MEMBER FOR COMPLIANCE WITH ALL CHECKLIST REQUIREMENTS.

5.6 Compliance Plan Review and Approval

The following provisions apply to Compliance Review and approval process.

Compliance Plans Reviewed by Architectural Review Committee Member:

1. Assigned ARC Member determines if Plans are compliant with requirements. Should the Site Plan Reviewer's initial review determine it does not include all Checklist requirements the set will not be accepted for review and will be returned to the Owner for resubmission. The Owner shall be responsible for resubmitting a complete set of Compliance Plans in accordance with the procedure required for all Applications. If needed, the ARC will arrange calls and/or meetings with the Owner(s) and their team to review the submission deficiencies and, if necessary, discuss how the proposed Plans integrate into the natural topography, conform to the Design Guidelines.
2. Revised Plans incorporating updates based on the ARC requested design modifications will be reviewed by the ARC. If needed, additional calls and/or meetings will be scheduled.
3. Plans that do not meet the Design Guidelines, will be returned to the Owner and Architect/Designer to update accordingly. Updated Plans meeting the ARC's requirements will need to be resubmitted to ARC for follow up review and approval before they will be able to proceed to the Preliminary design review stage.

Owners, Architects/Designers, and/or Builders are responsible to contact Wasatch County directly to discuss Wasatch County Code, JSPA Code and/or JRA Design Handbook Code requirements and approvals.

Plans requiring revisions will be returned to Owners for revisions, resubmittal, and assessed a One Thousand Dollars and Zero Cents (\$1,000.00) Resubmittal Review Fee.

Plans will remain in the Compliance Review until the Owner, Architect, or Builder have resolved any Design Guidelines, Wasatch County Code, JSPA Code and/or JRA Design Handbook Code requirements and along with approvals needed from the ARC or Wasatch County.

If a Homesite is resold prior to its Owner's plans being approved by the ARC, the new owners are required to pay a resubmission Compliance review fee prior to ARC performing the review.

Extenuating Circumstances:

1. For Homesites presenting extenuating circumstances an Owner may request a meeting to discuss their Homesite by emailing **ARC@SkyRidgeParkCity.com**.
2. The Owner and their Architect/Designer may submit a Written Variance Request to propose design/site constraint solutions involving retaining wall and associated grading

encroachments into the PUE, or other unforeseen conditions that have been deemed appropriate. Only proposals that present a design solution that better achieves the original design intentions and objectives outlined in these Guidelines will be considered at the discretion of the ARC, on a case-by-case basis, and as regulated by Wasatch County.

3. Allow a minimum of twenty (20) business days to receive an ARC written response to a Written Variance Request.
4. Once Plans have received Compliance Approval, Written Variance Request will not be accepted.

Architectural Review Committee Written Findings:

1. This is an interactive process which may require multiple plan submissions. Allow a minimum of ten (10) business days after each submittal or meeting date to receive an ARC response.
2. The ARC's written response will indicate items contained in the Plans that meet or do not meet requirements and provide explanations referencing Wasatch County Code, JSPA Codes, JRA Design Handbook, or the Design Guidelines.
3. We encourage the Owner, Architect/Designer, and/or Builder to discuss the review conclusions with the ARC Members after the Compliance Review written response is received.
4. Once Plans are determined to be compliant during the Compliance Plan review, the ARC will recommend the Plans move to the Preliminary Plan review stage.

Owners shall be responsible for providing any additional drawings, documents, materials, samples materials samples, and other items as part of the Plans or Review process if requested by the ARC in its discretion.

Compliance Plan Approval is valid for six (6) months from the date issued by the ARC. Preliminary Plan Approval must be received within six (6) months. Owners who have not received Preliminary Plan Approval within six (6) months shall resubmit the Compliance Application and Plans to the ARC for another review before proceeding to the next stage of the Architectural Review process.

5.7 Preliminary Plan Application Submittal

Owners shall be responsible for receiving ARC Compliance approval prior to submitting a Preliminary Review Application and Plans (see **EXHIBIT A**).

PRELIMINARY REVIEW REQUIREMENTS:

- a. Setbacks, Developable Envelopes, Public Utility Easements, and Rights-of-Way
- b. Homes shall undulate with existing slopes. Engineered Building Pads are NOT Allowed
- c. Retaining Walls, Associated Grading, and Materials

- d. Allowed Encroachments
- e. Driveway Location, Curb Cut, Materials, Width, and Slope
- f. Mountain Architecture, Residence Size and Height
- g. Roof Slopes, Materials, Color, Style, and Eaves
- h. Garage Door Placement, Sizes, Materials, Setbacks, and Eaves
- i. Exterior Materials, Natural Stone, Material Types and Placement, Colors, AESA % of Material
- j. Landscaping, Approved Plant List, and Minimum Trees and Shrubs
- k. Incorporation of any outstanding items specified on the Checklist
- l. Updated 3D rendering illustrating any current design updates or modifications
- m. A 3D flyaround video or interactive model is encouraged during the preliminary review. The model must show all sides of the home, including front, rear, left, right, and top views. It must include driveway entry, driveway and motorcourt, architectural massing, exterior materials, roof forms, and final topography grades. The model should clearly show how the home sits within the finished site contours. The model must be viewable without special software. If the ARC determines the model is unclear or incomplete, a revised version may be required.

PRELIMINARY PLAN AND APPLICATION PROCESS:

Submit a complete digital Preliminary Application and Plans to the ARC (refer to Application for submittal requirements).

Only complete Applications and Plans with the fees paid will be accepted for processing.

Plans will be processed to determine if:

- a. All Checklist items are included.
- b. Plans are compliant with all requirements.
- c. All requirements noted by ARC from previous submittals have been addressed.

Incomplete Plans will be returned to Owners for revisions, resubmittal, and assessed a One Thousand Dollars and Zero Cents (\$1,000.00) Resubmittal Review Fee (see Section 5.27).

Complete Applications and Plans will be forwarded to ARC members for initial review.

5.8 Preliminary Plan Review and Approval

The following provisions apply to Preliminary Plan Review and approval process.

Preliminary Plans Reviewed by Architectural Review Committee Member:

1. Assigned ARC Member determines if plans are compliant with the Design Guidelines, Wasatch County Codes, JSPA Codes, JRA Design Handbook, and ALL requirements noted by ARC from previous submittals have been addressed and are ready to proceed to an ARC Review Meeting.
2. Plans requiring revisions will be returned to Owners for revisions, resubmittal, and assessed a One Thousand Dollars and Zero Cents (\$1,000.00) Resubmittal Review Fee.
3. Plans deemed ready will be scheduled for the next available Architectural Review Committee meeting.
4. Owners are notified of the date and time their Plans will be reviewed in an ARC meeting.

Architectural Review Committee Meeting:

Preliminary Plans will be reviewed in an ARC meeting to determine compliance with the Design Guidelines.

In closed session the ARC will vote to determine how Plans should proceed:

- a. To Final Review with conditions as determined.
- b. If additional items need to be addressed revised Preliminary Plans must be submitted to complete a follow-up Preliminary Review.
- c. Plans with substantial changes will be required to schedule another Preliminary Review ARC meeting review to obtain ARC approval before proceeding to Final Review stage.

Architectural Review Committee Written Findings:

This is an interactive process which may require multiple plan submissions. Allow a minimum of ten (10) business days after each submittal or meeting date to receive an ARC response.

The ARC's written response will indicate items contained in the Plans that meet or do not meet requirements and provide explanations referencing the Design Guidelines, Wasatch County Code, JSPA Code, JRA Design Handbook or Design Guidelines.

We encourage the Owner, Architect/Designer, and/or Builder to discuss the review conclusions with the ARC Members after the Preliminary Review written response is received.

Once Plans are determined to be compliant with the Preliminary Plan requirements, Design Guidelines, the ARC will recommend the Plans move to Final Plan Review stage.

Owners shall be responsible for providing any additional drawings, documents, materials, samples, and other items as part of the Plans or Review process if requested by the ARC in its discretion.

Preliminary Plan Approval is valid for six (6) months from the date issued by the ARC. Final Approval must be received within six (6) months of Preliminary Plan Approval.

Owners who have not received Final Plan Approval within six (6) months shall be required to resubmit the Preliminary Application and Plans to the ARC for another review before proceeding through the next stages of the Architectural Review process.

5.9 Final Plan Application Submittal

Owners shall be responsible for receiving ARC Preliminary Plan approval prior to submitting a Final Plan Review Application (see **EXHIBIT A**).

Final Plan and Application Process:

Submit a complete digital Final Application and Plans to the ARC (refer to Application for submittal requirements).

Only complete Applications and Plans with the fees paid will be accepted for processing.

Plans will be processed to determine if:

- a. All Checklist items are included.
- b. They are compliant with all requirements.
- c. All requirements noted by ARC from previous submittals have been addressed and bubbled with a Delta number on the drawings along with written responses.
- d. Update the drawings resubmission date to indicate the most current submission date

Incomplete Applications will be returned to Owners for revisions, resubmittal, and assessed a One Thousand Dollars and Zero Cents (\$1,000.00) Resubmittal Review Fee (see Section 5.27).

Complete Applications and Plans will be reviewed by an individual ARC member, prior to being sent to the Architectural Review Committee Meeting approval phase, described in Section 5.8.

5.10 Final Plan Review and Approval

The following provisions apply to Final Plan Review and approval process.

Final Plans Reviewed by Architectural Review Committee Member:

1. Assigned ARC Member determines if plans are compliant with the Guidelines, and ALL requirements noted by ARC from previous submittals have been addressed.
2. This process may require multiple plan submissions.

3. Plans will remain in Final Phase until requirements have been resolved.
4. Plans requiring revisions will be returned to Owners for revisions, resubmittal, and assessed a fee of One Thousand Dollars and Zero Cents (\$1,000.00), Resubmittal Review Fee.

Architectural Review Committee Written Findings:

1. The ARC will respond with written findings as appropriate during this process.
2. The ARC's written response will indicate items contained in the Plans that meet or do not meet requirements and provide explanations referencing Design Guidelines requirements.
3. This is an interactive process which may require multiple plan submissions. Allow a minimum of ten (10) business days after each submittal or meeting date to receive an ARC response.
4. After the ARC has delivered the Final Review written response. We encourage the Owner, Architect/Designer, or Builder to discuss the results with the ARC Members reviewing their Plans.
5. Once Plans are determined to be compliant with the Final Plan requirements, the Design Guidelines, Wasatch County Codes, JSPA Codes and JRA Design Handbook the ARC will recommend the Plans receive the ARC approval stamp.

Prior to Receiving Architectural Review Committee Stamped Plans:

1. Owners are responsible to pay a Performance Bond Deposit and deliver the requisite Performance Deposit Agreement and Notice of Voluntary Lien (Deposit amount and Performance Agreement purpose is discussed in Section 5.15) to the SkyRidge Mountain Community Association (Section 5.15).
2. Once the Performance Deposit Agreement, Performance Deposit, and Notice of Voluntary Lien are received the ARC will provide owner with ARC stamped plans for submittal to Wasatch County for a building permit.
3. Upon receipt of the ARC Stamped Plans the Owner or General Contractor can submit to Wasatch County for a Building Permit.

The ARC's Approval to Develop a Homesite Design shall be valid for twelve (12) months from the date of the Approval to Develop letter issued by the ARC. All of the actions outlined below must take place within the twelve (12) months directly following the date of the issuance of Approval to Develop Letter.

The Owner is responsible for submitting Plans to the County. The County must issue a Building Permit to the Owner based on the ARC issued Stamped Plans for the approved Homesite

The Owner is responsible for providing the ARC with an electronic copy of the Wasatch County's stamped plans that include SkyRidge's approval stamp prior to arranging a Pre-Construction Conference.

The Owner shall ensure a proper Pre-Construction Conference is held prior to the start of construction (as discussed in Section 5.17).

Construction must have commenced on the Homesite (discussed in Section 6.18).

5.11 Resubmittal of Preliminary and/or Final Plans

Should the Owners receive ARC Approval of their Final Plan Application and does not take all necessary actions for completing the next step the Architectural Review Process within six (6) months following such ARC Approval, the Owner shall be responsible for making a resubmission of the Application Plans that were previously approved by the ARC, unless the ARC specifically waives such resubmission requirement for that particular Owner.

When an Owner is required to resubmit any set of the required Plan Reviews to the ARC (regardless of the ARC's reason for requiring such resubmittal) resubmittals are subject to a resubmittal review fee of One Thousand Dollars and Zero Cents (\$1,000.00) (Section 5.27).

5.12 Board Review of Architectural Review Committee Findings

Owners, Architects/Designers, and/or Builders warranting an oversight review of their ARC Preliminary or Final Review findings due to qualifying and extenuating circumstances may submit an ARC Findings Review Application requesting a review by the Board. A thorough and comprehensive application review will then be scheduled and heard by the Board. Allow a minimum of twenty (20) business days to receive a written response to an ARC Findings Review Application.

5.13 Exterior Materials and Color Samples

At Preliminary Review and Final Reviews, an Exterior Materials Specifications Sheet (24x26) must be included in the submittal with images of all proposed exterior materials, colors, and specifications, and keyed to each the building elevation in the set. Refer to Section 3.6 Exterior Colors, for specific exterior sample mock-up requirements (**EXHIBIT C**).

At Preliminary and Final Reviews 3D Renderings illustrating the relationship between proposed and/or existing building forms and topography (minimum 2-foot contours), and existing site conditions must be provided, and a minimum of four (4) - 3D renderings, one from each corner perspective of the home and includes the newly proposed Homesite finish grading.

Prior to or upon receipt of Wasatch County Framing Inspection approval, the Owner must place an Exterior Finish Materials Sample Board with specifications along with a copy of the ARC approved stamped Finish Materials sheet in the garage at the Homesite for ARC approval prior to acquiring the Wasatch County Framing Inspection approval and procuring any exterior finish materials.

The Sample Board of Exterior Materials must include samples of all exterior materials in the selected color and finish with their associated Specifications for ARC review and approval. Refer to Section 3.5 for a copy of the Exterior Finish Materials mock-up requirements (**EXHIBIT C**).

White and lighter color hues of white, gray and beige are not permitted. Black and lighter color hues black are not permitted as a field color but may be used as an accent color on a limited basis if approved by the ARC. Colors shall match the medium color and values of the Site's natural landscape and should reflect a similar range of hues as shown on the JSPA/SkyRidge recommended Color Palette.

The ARC advises the following, as related to exterior materials and/or color selections:

The final material choice and/or color selection shall be approved by the ARC before any material orders are placed as it may save the Owner a potentially large restocking cost if the ARC subsequently denies approval of any of the materials, styles, and/or color selections.

The physical application of any building materials, paint coating, and/or paint finish to any part of the Homesite prior to that particular material or paint color receiving ARC approval may void the ARC's Final Approval of the entirety of a Homesite's Plan, regardless of whether such Final Approval has already been issued for that particular Homesite. Do not apply unapproved exterior materials to a building as this action will subject an Owner(s) to Violation(s) fees, fines, and possible revocation of ARC approved plans.

5.14 Landscape Plan, Vegetation, and Materials

It is highly recommended that the Owners provide more than the minimum required Trees, Shrubs, other vegetation, and materials to enhance the look and feel of their overall property, as well as provide additional privacy around the home where necessary. All materials and quantities shall be specified during on the Landscape Plans for the ARC Plan review and approval.

Owners are required to present a Landscape Plan with a legend indicating the required minimum trees, shrubs, other vegetation, site wall materials, retaining wall materials, all decorative landscaping materials, borders, and special features for ARC approval. All landscaping vegetation, material samples, and color selections must receive ARC approval prior to installation.

5.15 Performance Deposit Agreement, Payment of Deposit, and Voluntary Lien

Concurrent with Final Plan Application and prior to receiving written documentation of ARC Final Approval and stamped plans, every Owner shall complete the following:

Execute Performance Bond Deposit Agreement and Notice of Voluntary Lien

All owners on the Homesite title need to execute the Lien using the exact names as the grantors under the latest vesting deed. As an example, spouses as joint tenants would sign the Lien as they hold title to the Homesite (**EXHIBIT B**)

Pay Performance Bond Deposit of Forty Thousand Dollars and Zero Cents (\$40,000.00)

SkyRidge Mountain Community Association will email Owners an invoice.

Owners may utilize the online payment link provided by the HOA or mail a check to:

SkyRidge Mountain Community Association
C/O Cooper's HOA Management
1750 Sun Peak Dr, Suite 175
Park City, UT 84098
(435) 776-5013

1. Conditions. As a condition to allow the Owner to construct Improvements on the Homesite, the Owner and Guarantor are required to deposit a Performance Deposit with the Association as security for Owner's obligation to comply with the Design Guidelines, the Construction Regulations, the Declaration, and the Rules and Regulations of the Association (collectively, the "Governing Documents"), including, without limitation, Owner's obligations not to trespass upon any other Homesites of the Project or damage any other Homesites or platted common areas (the "Common Areas") of the Project.
2. Performance Bond Deposit. Contemporaneous with the execution of the Performance Deposit Agreement by the Association, Guarantor shall pay a Performance Deposit (the "Deposit") in the amount of Forty Thousand Dollars and Zero Cents (\$40,000.00) to SkyRidge Mountain Community Association. The Deposit shall be held by SkyRidge Mountain Community Association in a non-interest-bearing escrow account pending all work required to complete construction, cure any damage caused, and clean-up of all improvements on and around the Homesite has been satisfactorily completed.
3. Indemnity. Owner and Guarantor hereby agree to indemnify the Declarant, Association, or Board, the ARC, and all ARC Members and ARC Representatives to hold those same parties harmless from all claims, costs, fees (including court costs, witness fees, and attorneys' fees), expenses, losses, Damage, and liability of any kind including, without limitation, mechanics' or materialmen's liens, which may be asserted against or incurred by Pegasus Development Company, the Association, the Board, the ARC, and all of their respective members and representatives which arise from Owner and/or Guarantor's construction activities. The indemnity described in this section shall survive the final completion of all construction activities conducted on the Owner's Homesite.
4. Notice of Voluntary Lien. Upon tendering the Deposit and signing the Performance Agreement, the Owner shall also execute and deliver to the Association a Notice of Voluntary Lien. By signing Notice of Voluntary Lien Owner agrees that Association may Record the Notice of Voluntary Lien against the Homesite if Owner and/or Guarantor (or any of their respective agents or representatives, if applicable):
 - a. cause damage to any other Homesite or Common Area ("Damage") in an amount in excess of more than the Deposit and fail to cure the same;
 - b. fail to replenish any portion of the Deposit used by the ARC to cure any Damage and/or Violation within ten (10) days after the ARC's request for the same;

- c. fail to respond in a timely manner to the ARC's written request to correct any Violation or Damage;
- d. fail to construct the Homesite Improvements in accordance with the ARC-approved and County-authorized Plans;
- e. fail to comply with the Design Guidelines, Construction Regulations, and all applicable Governing Documents.

The following ARC fee, performance bond, and fine fee schedule as follows:

ARC Review Fee	\$10,000.00
ARC Resubmittal Fee	\$1,000.00
Performance Bond	\$40,000.00
ARC Fine Fee Schedule	First Offense: Warning
	Second Offense: \$ 500.00
	Third Offense: \$1,000.00
	All Subsequent Offenses: \$1,000.00 and/or Stop Work Order

5. **Enforcement of Governing Documents.** The Association may inspect any Homesite for any Damage and/or violation by such Owner or Guarantor (or any of their respective agents or representatives, if applicable) of the Governing Documents, the ARC and County-approved plans for such Homesite, or state and local law (including but not limited to all zoning ordinances and/or building permit requirements) at any time during the term of this Agreement (a "Violation"). In the event such an inspection reveals Damage or other violations, the Association may issue an appropriate Notice of Violation to the Owner and Guarantor. If an Owner or Guarantor, after receipt of such Notice, fails to correct the Damage and/or Violation(s) within the time period for a response or cure set forth in the Notice (which time period shall be the amount of time deemed reasonably necessary under the circumstances by the Association in its sole discretion to cure said Damage or Violation(s)), the Association may repair or rectify the Damage and violation(s) at Owner and Guarantor's expense, by first using the Deposit, then charging to the Guarantor any amount in excess of the Deposit. After using all or any portion of the Deposit to correct Damage and/or violation(s), the Board shall immediately deliver written demand for, and the Owner or Guarantor shall promptly remit an amount sufficient to completely replenish the Deposit to the Association. If amount necessary to correct Damage and/or violation(s) exceeds the Deposit originally paid to the Association, Owner or Guarantor shall immediately reimburse the Association for said amount plus any amount required to replenish the Deposit.
6. **Remedies on Default.** Should Owner or Guarantor fail to comply with the obligations set forth in the Performance Deposit Agreement within the time frames set forth for

compliance herein or in any notice issued by the Association, Owner and Guarantor shall be in default of this Agreement, and the Association may:

- a. record a lien on the Homesite in an amount equal to the amount necessary to correct any Damage plus any amount required to replenish the Deposit, plus any attorneys' fees incurred by the Association in connection with the same;
- b. impose a fine which, in the reasonable discretion of the ARC, is commensurate with the severity of the Damage or violation(s) for which the lien is being recorded; or
- c. seek injunctive relief from a court of competent jurisdiction

The ARC reserves the right, at any time, to use the Deposit to correct any violations or non-compliance issues, as described in this section. The Deposit is held in the trust account to take any of the actions which include but are not limited to those listed in Section 5.15, 5.16, 5.17, 5.18, 5.19, 5.20, 5.21.

5.16 Wasatch County Building Permit

After Owners have received a copy of their Final Plans which have been stamped with the ARC's Final Approval stamp, and prior to any Homesite construction, the Owner shall be responsible for making the necessary submission of Plans and any other required documents to Wasatch County, in order to receive the County design review approval, County Building Permit and any other County-required authorization necessary prior to and throughout Homesite construction.

A Wasatch County Building Permit must be issued within the twelve (12) months directly following the date of the issuance of the ARC's Final Approval stamped drawing set.

5.17 Pre-Construction Conference

Prior to commencing any construction on the Homesite, Owners or Guarantor shall meet with an ARC and or Association representative on the Homesite to review appropriate Construction Regulations, to ensure understanding of and compliance with those procedures, and to coordinate the upcoming Homesite construction activities.

At such Pre-Construction Conference, the Construction Site Plan and Construction Schedule previously approved as part of the ARC's Final Approval (see Section 5.10 above), will be reviewed, and adjusted if necessary. For lots where a SWPPP is required by Wasatch County, a copy of the county-approved Stormwater Pollution Prevention Plan (SWPPP) shall be submitted to the ARC prior to any site disturbance or construction activity.

The letter issued by the ARC to the Owner which officially grants Final Approval for such Owner's Homesite Design provides the necessary and current contact information to facilitate the required Pre-Construction Conference. Owners and their Builders shall be responsible for seeing that the specifications required by utility and cable providers are available on their Site.

As well as, resolving any Site-specific construction procedures and/or issues which may occur during construction (i.e., access points, construction sign placement, compliance with Setbacks, Developable Envelope (DE), Rights-of-Way (ROW), LOD, and proper Site maintenance, etc.).

Any Site-specific questions or issues concerning utility installation, or the like should be addressed in the Pre- Construction Conference, so such questions/issues may be properly answered and resolved before Homesite construction commences. The placement of all utility equipment (especially that which may have to be ground- mounted) shall be confirmed at this Conference; and the utility equipment location, buffering, pedestal mounting, and the like must be approved by the ARC prior to installation.

Any issues relating to construction on a Homesite which arise after the Pre-Construction Conference has been held should be immediately directed to the ARC, so the proper resolution of such issues may be quickly determined and resolved.

5.18 Foundation Survey Requirement

Following completion of the foundation pour, the Owner shall submit a certified foundation height and location survey, prepared by a licensed surveyor, to the ARC for review. The survey must confirm that the structure complies with the approved plans, including height elevations and placement within the Developable Envelope. Any discrepancies must be resolved prior to proceeding with vertical construction.

5.19 Construction Commencement and Completion

If the Owner fails to complete any of the requirements detailed in Construction Regulations and Section 5.4 within the twelve (12) months directly following the date of the issuance of Final Approval, all Final Approvals issued by the ARC for such Owner's Homesite Design may be revoked by the ARC.

After acquiring a Building Permit, the Owner shall be responsible for completing the construction of all Improvements on the Homesite (excluding landscaping) within twenty-four (24) months (weather permitting), and all required landscaping on the Homesite within four (4) months after receiving the Certificate of Occupancy. If the Certificate Occupancy is acquired after October 31st, within the current construction year, all required landscaping on the Homesite shall be installed and approved by the ARC no later than August 31st, of the follow year (weather permitting); except if resulting in grave hardship or unforeseen circumstances to the Owner due to outside conditions uncontrollable by the Owner, at the ARC's discretion.

The Owner shall be responsible for ensuring that the Builder notify the ARC of the Construction Schedule checkpoints and other checkpoints as they are required by the ARC from time to time, so the ARC may ensure proper compliance during each of these construction phases.

When an Owner realizes they may not meet the required timeline, they must schedule a meeting with the ARC to request an extension. Current Extension fee schedules is available from the ARC.

OWNERS WHO FAIL TO COMPLY WITH THE ABOVE SCHEDULE, THE ARC, MAY IN ITS DISCRETION, TAKE ANY OF THE FOLLOWING ACTIONS:

1. Have the exterior of the building Improvement(s) on the Homesite and/or any unperformed landscaping on the Homesite completed in accordance with ARC-approved and County-authorized Plans; or
2. Completely restore and/or revegetate the Homesite causing it to return to its natural condition.

The ARC may employ such Person(s) deemed necessary to perform such work on the Homesite; and it may pay all expenses incurred in completing such work by using all of the remediation methods listed in Section 6.9 for curing Damage caused during Homesite construction by the Owner, Architect, and/or Builder.

5.20 On-going ARC Inspections of Work in Process

The ARC, or its authorized Managers, may at any time inspect any work in progress on a Homesite and, if warranted, issue a Notice of Noncompliance. A Notice of Noncompliance issued with respect to a Homesite which is still under construction shall be set forth in reasonable details both:

1. All aspects of the Homesite which are not in compliance with the Governing Documents and;
2. the corrections required for compliance. If by the end of the time period set forth in said Notice, the Owner and/or Guarantor have failed or refused to remedy the issues identified in the Notice, the ARC may take any action to correct the noncompliant condition permitted by the Governing Documents and warranted under the circumstance.

Absence of such ARC inspection and/or issuance of Notice(s) during any Homesite's construction period shall not constitute ARC approval of work in progress on such Homesite, nor shall it constitute ARC acknowledgment of compliance with the Governing Documents, or the Plans issued Final Approval by the ARC for such Homesite.

5.21 Final Inspection and Final Release

Upon Owner or Guarantor's written request to the Association, and after the completion of all work to be performed on the Homesite, the ARC shall perform a Final Inspection of the Homesite, if such inspection both:

1. Confirms that construction of the Residence on the Homesite and any other Improvements were completed in strict compliance with the ARC-approved plans; and
2. Does not reveal any Damage or other violations of the Governing Documents, the ARC shall issue a "Letter of Certification" to Owner. Within Twenty (20) calendar days after Owner or Guarantor's submission of said Letter of Certification to the Association, the

Association shall return the Deposit (or the balance thereof) to Owner or Guarantor, in accordance with their joint instructions.

3. If, on the other hand, said Final Inspection:
 - a. Reveals that the Improvements on the Homesite were not in strict compliance with the ARC-approved plans; or
 - b. Reveals Damage or other violations of the Governing Documents, the ARC will issue a Notice of Noncompliance to Owner and Guarantor denying a Letter of Certification setting forth in reasonable detail the reasons for such noncompliance and the corrections required for issuance of a Letter of Certification.

If the ARC issues a Notice of Noncompliance under this Section, Owner and Guarantor may request a reinspection any time before the date, which is one-hundred and twenty (120) calendar days from the date of said Notice to remedy the issues identified in such Notice.

5.22 Forfeit of Deposit

Unless otherwise agreed in writing by the ARC, if Owner or Guarantor fails to complete all required landscaping, revegetation, clean-up, and other requirements of the Governing Documents, by one (1) year on or after the issuance of a Certificate of Occupancy, the Deposit shall automatically forfeit to the Association. In the case of a Homesite for which a Notice of Noncompliance has been issued, the Deposit shall be forfeited to the Association if the Homesite does not receive a Letter of Certification within one-hundred and twenty (120) calendar days from the date of Notice.

5.23 Subsequent Changes to a Homesite

All additional construction, construction changes, landscaping modifications, color/material modifications, and/or Improvements made anywhere on a Homesite (including all Residences and building structures on the Site), whether the changes or additions are made during construction or after the completion of construction of the approved Homesite Design, shall be both properly submitted to and approved by the ARC prior to making any such changes and/or additions. Owners or their Builder shall submit redline drawings markups with applicable specifications to the ARC for review and approval prior to start of any remodel and/or new construction.

5.24 Nonwaiver by the ARC

ARC approval of any sets of Plans, drawings, and/or specifications for any work completed or proposed to be completed anywhere at SkyRidge shall not constitute a waiver of any right to withhold ARC approval of any similar set of Plans, drawings, and/or specifications subsequently or additionally submitted for ARC approval. Failure by the ARC to enforce any portion of the Guidelines, Construction Regulations, Governing Documents, and/or any ARC approvals and requirements shall not constitute a waiver of the same.

5.25 Right of Waiver by the ARC

The ARC, acting on behalf of the Board, reserves the right to waive or to vary any of the procedures and/or processes set forth in these Guidelines, in its discretion.

5.26 Exemption(s) from the Guidelines

All utility buildings, utility pedestals, maintenance buildings, Developer building Improvements, Developer land Improvements, Common Areas, Developer Area Improvements, and/or any other Commercial facilities within SkyRidge are exempted from the Guidelines. However, the Declarant and the Board shall always endeavor to attain as high a level of conformance with the Guidelines as is practical for these types of facilities and/or other land tract Improvements.

5.27 Architectural Review Fees

Every Owner submitting a Homesite Design to the ARC shall be responsible for paying the Architectural Review Fee and any assessed Resubmittals fees for each Homesite Design.

The Architectural Review Fee is due and payable in full by the Owner to the Association before or in conjunction with submittal of their Compliance Plan Application. The Fee is Ten Thousand Dollars and Zero Cents (\$10,000.00).

The Architectural Review Resubmittal Fee is due and payable when assessed by the ARC. The Fee is One Thousand Dollars and Zero Cents (\$1,000.00) per occurrence and/or as deemed appropriate by the ARC.

If the ARC (acting on behalf of the Board) causes any calculation standards relating to the Architectural Review Fee(s) or Resubmittal Review Fee(s) for SkyRidge Homesites to change, a notice of such change(s) shall be distributed to all Homesite Owners involved in any phase of Architectural Review.

The Architectural Review Fee shall encompass and be applied to all phases of the Architectural Review starting with the Compliance Plan Review for the Residence on that particular Homesite through Final Release. However, all Compliance, Preliminary, and Final Plan resubmittals (regardless of whether the ARC requires such resubmittal) will be subject to a One Thousand Dollars and Zero Cents (\$1,000.00) Resubmittal Review Fee, which the Owner shall be responsible to pay at the time such Owner is charged the Fee by the ARC. The ARC shall subsequently charge the Owner a Resubmittal Fee for the Homesite Design only if the ARC, at its discretion, calculates, and mandates the payment of the Resubmittal Fee. Current Fee schedule is available from the ARC.

Section 6:

ARCHITECTURAL REVIEW COMMITTEE ORGANIZATION

6.1 ARC Members

The ARC shall consist of no less than three (3) and no more than seven (7) entities the Declarant determines in its sole discretion, who need not be Members of the Association. All of the Members of the ARC shall be appointed, removed, and replaced by Declarant in its sole discretion, until the expiration of the Period of Declarant Control, and at that time the Board shall succeed to Declarant's right to appoint, remove, or replace the Members of the ARC. A list of the current ARC Members is available from the ARC or Board.

6.2 Board, Association, and ARC Address

The address of the Board shall be the address to which all notice(s), payment(s), and agreement(s) regarding SkyRidge should be addressed and delivered both digitally and physically. The address of the Board and SkyRidge shall also be the address where copies of all Governing Documents are kept. The Board and SkyRidge shall be located at the same mailing address unless otherwise specified:-

The address of SkyRidge Mountain Community Association shall be the address to which all notice(s), payment(s), and agreement(s) regarding Association and Architectural Review from Owners, Architects, and Builders should be addressed and delivered both digitally and physically, as is applicable during the Architectural Review process. The address of SkyRidge Mountain Community Association shall also be the address where copies of all Association and ARC documents are kept.

The address (both physical and electronic) of the SkyRidge Mountain Community Association shall be the location which applies to the following:

1. It is the location to which all sets of Architectural Review Plans and/or additional ARC-requested documents, models, specifications, material/color samples, and/or Homesite Design-related material should be addressed and delivered.
2. It is the location to which the current Guidelines and any other ARC-mandated policies relating to Architectural Review are kept on file.
3. It is the location where all Architectural Review materials belonging to Owners, Architects, Builders, Licensed Professionals are kept and where such materials may be retrieved when the ARC requests such pick up by any Owner, Architect, or Builder.

The present offices, mailing address, phone, email address, and websites for
SkyRidge Mountain Community Association and the ARC:

SkyRidge Mountain Community Association
C/O Cooper's HOA Management
1750 Sun Peak Dr, Suite #175
Park City, UT 84098
(435) 776-5013
SkyRidge@CoopersHOA.com
SkyRidgeHOA.com or CoopersHOA.com

6.3 Resignation of ARC Members

Upon written notice delivered to the Board, any ARC Member may resign from the ARC at any time, so long as a minimum of three (3) Members belong to the ARC by the particular date which is that of the ARC review meeting immediately following such ARC Member's resignation.

6.4 Duties of the ARC

The ARC, in its discretion, shall complete duties which include, but are not limited to, the following:

1. Directing, managing, and monitoring all phases of the Architectural Review process;
2. Meeting, when necessary, with Owners, Architects, and/or Builders to ensure complete, efficient, and successful Architectural Review for each Homesite;
3. Meeting as necessary to consider, to evaluate, and to act upon all Homesite Design Plans and/or portions of Plans which are properly proposed and submitted to the ARC (pursuant to the Guidelines); which are related to Architectural Review; and which are related to the development of any Homesite;
4. Issuing approvals and explanations thereof, issuing the denying of approvals and explanations thereof, and issuing *Notices* whenever necessary as mandated by the Guidelines, Construction Regulations, Governing Documents, and by current ARC policy;
5. Monitoring Board acceptance of and tracking of payments, agreements, and/or Notices related to any part of Architectural Review;
6. Enforcement of the Guidelines, Construction Regulations, all Governing Documents, and any current ARC-mandated policies;
7. Taking any actions necessary to ensure compliance with the ARC duties regarding design and construction standards set forth in the Guidelines, Construction Regulations, Governing Documents, including but not limited to; monitoring, reviewing, enforcing, and resolving disputes regarding all review processes.

6.5 ARC Procedures

The ARC shall operate according to the following procedures:

1. The ARC shall meet from time to time as deemed necessary, in its discretion, to thoroughly perform all of its duties. Where applicable, the ARC shall properly make the dates and times of Architectural Review meetings known to appropriate Persons.
2. The majority vote of the ARC shall constitute an act by the ARC. The ARC shall keep on file a copy of the following:
3. All Plans, portions of Plans, and Architectural Review-related materials submitted pursuant to these Guidelines.
4. All material written responses from the ARC to Owners, Guarantors, Architects, and/or Builders, which are related to Architectural Review; and
5. All material documentation received by the ARC from Owners, Guarantor, Architects, and/or Builders, which is related to Architectural Review.

All such materials and copies kept on file by the ARC shall serve as a Record of all material actions taken by the ARC. Once Owner or Guarantor has received Final Release all such materials and copies will be destroyed.

6.6 Compensation for ARC Services

ARC Members compensation for services will be determined and authorized by the Board. Professional consultants and/or Representatives who serve on the ARC and/or who assist in the Architectural Review process shall be paid such compensation as the ARC, acting on behalf of the Board, determines is appropriate.

6.7 Amendment of Project and/or Architectural Standards

From time to time the Declarant in its sole discretion shall have the authority to amend and/or revise any portion of the Guidelines. All such amendments and/or revisions shall be appended to and/or made a part of the Guidelines as appropriate. As well, the Declarant, at its discretion, shall have the authority to make all administrative changes necessary to improving the Architectural Review process and/or the ARC's functionality and efficiency. Any administrative changes which are material and/or which are of a substantial nature may be recommended by the ARC to the Board for consideration, approval, and execution.

All changes which may affect the Guidelines and/or any part of the Architectural Review process shall be properly distributed by the ARC and/or reasonably made available by the ARC to all Persons who may be affected by such changes (i.e., Owners, Architects, Builders, etc.).

6.8 ARC and Declarant Nonliability

The ARC (including employees and/or Representatives of the ARC), the Board (including employees and Representatives of the Board), ARC Members (while holding office as such), and the Declarant are exempt from liability to the Board and/or to any Owner or Guarantor, or other Person for any loss or Damage claimed on account of any of the following:

1. The issuance of ARC Approval and/or the denial of ARC Approval regarding any sets of Plans and/or portions of Plans, whether or not any of those items are defective.
2. The construction and/or performance of any work, whether or not such construction or work is pursuant to ARC-approved Plans and/or portions of Plans; and/or the development and/or manner of development of any property. Every Owner or Guarantor, by submitting Plans and/or portions of Plans to the ARC as any part of the Architectural Review process, agrees by all such submissions to the ARC, that they will not bring any action or suit against the ARC, all ARC Members, and/or the Declarant, which relates to any Architectural Review-related action taken by the ARC, all ARC Members or Representatives, and/or the Declarant.
3. All approvals issued by the ARC, whether such approvals be Preliminary and/or Final (or conditionally granted as either Preliminary or Final), are only issued in reference to the Guidelines. Such ARC Approval(s) do not purport to imply a Homesite Design's conformance with local and/or state government regulations.

It shall be the sole responsibility of the Owners to see that their Guarantor, Architects, Designers, Licensed Professionals Builders, and other Persons associated with Architectural Review and/or construction on such Owner's Homesite, comply at all times with Guidelines, Construction Regulations, and all applicable Governing Documents, and all applicable state and local government ordinances, statutes, and regulations (which include but are not limited to state and local building codes and zoning ordinances).

6.9 Enforcement of Governing Documents

At any time, the ARC acting on behalf of the Board, may inspect any Homesite and/or any Improvement on a Homesite for any Damage and/or violation by such Owner or Guarantor (or any of their respective agents or representatives, if applicable) of the Governing Documents, the ARC and County-approved plans for such Homesite, or state and local law (including but not limited to all zoning ordinances and/or building permit requirements) at any time. In the event such an inspection reveals Damage or other violations, the Association may take any of the actions which include but are not limited to those listed in the executed Performance Deposit Agreement (Section 5.15).

Board and/or ARC failure to perform site observations, failure to acknowledge such violation and/or Damage, and/or ARC nonaction of any of the options listed above does not constitute any of the following implications:

1. ARC and/or Board approval of the work in progress on a Homesite;
2. ARC implication that Owner or Guarantor is in compliance with the Governing Documents, and/or the ARC-approved and County authorized Plans for such Homesite;
3. ARC implication that Owner or Guarantor is compliant with state and/or local law (including but not limited to all zoning ordinances and/or Building Permit requirements); or
4. ARC approval regarding such violation and/or Damage.

6.10 Severability Clause

If any provision of the Guidelines is held to be illegal, invalid, or unenforceable, then such provision shall be construed and enforced as if it had never comprised a part of these Guidelines and the remaining provisions of these Guidelines shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from these Guidelines.

6.11 Delegation of Authority

The ARC, on behalf of the Board, may delegate any or all of its responsibilities to one or more of its members and/or to any professional design consultant(s) retained by the ARC on behalf of the Board. Upon such delegation by the ARC, the actions of such Members, Representatives, and/or consultant(s) shall be equivalent to actions taken by the ARC as a whole.

EXHIBITS

EXHIBIT A: PLAN REVIEW APPLICATION FORM (Refer to SkyRidge Homebuilding Portal for Form)

EXHIBIT A1: EXAMPLE SHEET OF EXTERIOR FINISH MATERIALS

EXHIBIT B: PERFORMANCE DEPOSIT AGREEMENT AND VOLUNTARY LIEN

EXHIBIT C: EXTERIOR FINISH MATERIALS SAMPLE BOARD REQUIREMENTS

EXHIBIT D: JSPA RECOMMENDED PLANTING LIST

EXHIBIT E: PLAT NOTE #10

EXHIBIT F: PLAT NOTE #13

EXHIBIT G: DOOR REQUIREMENTS

The Architectural Review Application, Performance Deposit Agreement, Voluntary Lien, and other forms are available [HERE](#).

Appendix A

Glossary Of Defined Terms

To ensure the smooth reading and understanding of these Design Guidelines, the following capitalized terms shall have the meaning given to them in the Declaration:

Architectural Review Committee (sometimes herein referred to as the “ARC”): the committee formed to review Plans and specifications for the construction or modification of Improvements and to administer and enforce the Design Guidelines for SkyRidge.

Association: the Utah nonprofit corporation organized by Declarant under the name “SKYRIDGE MOUNTAIN COMMUNITY ASSOCIATION, INC.,” to administer and enforce the Covenants defined herein and to exercise the rights, powers and duties set forth in the Declaration, the Articles, the Bylaws, and any other Governing Document.

Association Facilities: certain land and the Improvements situated thereon, within the Property reserved for the exclusive benefit and Use of the Members including, but not limited to, a clubhouse, community center, lounge, pool, and related facilities.

Board of Directors (referred to herein as the “Board”): the Board of Directors of the Association.

Builder(s): a Person(s) or company who acquires Homesites in the Project for the purpose of improving and constructing Residences, Buildings, or other Improvements and/or an Owner’s General Contractor (including any and all of such contractor’s subcontractors, employees, agents, materialmen, and other Persons working in conjunction with the construction of Improvements on such Owner’s Homesite. Builder(s) does not refer to the Declarant under this Declaration.

Bylaws: the Bylaws of the Association, as the same may from time to time be amended or supplemented.

Common Area(s):

- a. all land, and the Improvements situated thereon, within the Property which the Declarant indicates on a Plat or other Recorded instrument as Common Area(s) or Open Space(s) which is/are to be conveyed to or leased by and maintained by the Association as described in Section 3.2 of the CC&R’s, and
- b. all land, and the Improvements situated thereon, within the Property which the Declarant or Board declares as “Association Facilities” for Association Use, which is to be conveyed to or leased by and maintained by the Association and reserved for the exclusive benefit and Use of the Members.

Community (sometimes referred to herein as “SkyRidge”): the master planned residential community to be known as SkyRidge.

Declarant: SkyRidge Development, LLC, a Utah limited liability company, and the successors and assigns of Declarant’s rights and powers hereunder. Declarant shall also include any Person or Persons that have been assigned and have agreed to assume certain of Declarant’s rights and/or obligations in this Declaration pursuant to Section 19.1 of the CC&R’s effective upon the Recording of a written instrument signed by the Declarant and such Person or Persons that evidences such assignment and assumption.

Declaration (sometimes referred to herein as “CC&R’s” or the “Declaration”): the Declaration of Covenants, Conditions and Restrictions for SkyRidge, as amended or supplemented from time to time.

Design Guidelines (sometimes herein referred to as the “Guidelines”): the SkyRidge Design Guidelines as defined in the Declaration and adopted as part of the Governing Documents, including any and all Amendments thereto (which may be either added or modify restrictions applicable to a certain Subdivision or area in the Community) and appendices thereto.

Developer Area(s): all of the real and personal property owned and operated by the Declarant as defined in Section 3.6 of the CC&R’s.

Governing Documents: The Declaration, Supplemental Declaration, and Amendments, Articles of Incorporation, Bylaws, Design Guidelines, and Rules and Regulations.

Homesite (sometimes referred to herein as the “Site” or “Residence”): any area of real Property within the Project designated as a Lot on any Plat Recorded or approved by Declarant to be used for Residential Use. Also, the specific Homesite currently causing an Owner (including such Owner’s Architect(s) / Designer (s) and such Owner’s Builder(s) to participate in Architectural Review at SkyRidge.

Improvement(s): any improvement now or hereafter constructed in the Project including anything which is a structure for purposes of applicable Governing Authority law, including but not limited to any Private Road, public road, building, structure, shed, covered patio, fountain, pool, antenna or receiving dish, paving or impervious materials, curbing, landscaping, tank, fence, mailbox, sign, any excavation or fill having a volume exceeding ten (10) cubic yards and any excavation, fill, ditch, diversion, dam, or other thing or device which affects the natural flow of surface water or the flow of water in a natural or artificial stream, wash or drainage channel.

Manager: such Person retained by the Board to perform certain functions of the Board pursuant to the Declaration or the Bylaws. The Manager for the Association shall carry out certain responsibilities of the Association as required herein, by the Development Agreement, and by any other Governing Document.

Neighboring Property and Neighboring Properties: any Homesites, Parcels, Common Areas including Private Roads, Developer Areas, or public roads within the Project other than the specific Property in reference.

Owner: any Person(s) who is (or are) Record holder(s) of legal, beneficial, or equitable title to the fee simple interest of any Homesite including, without limitation, one who is buying a Homesite under a Recorded contract or Recorded notice of such contract but excluding others who hold an interest therein merely as security shall not be deemed the Owner thereof for purposes of the Declaration.

Plat: any Recorded Subdivision Plat affecting SkyRidge, as such may be amended from time to time.

Project: shall have the same meaning as the defined term, “SkyRidge.”

Record, Recording, or Recorded: placing an instrument of public record in the Office of the Recorder of Wasatch County, Utah, and “Recorded” means having been so placed of public record.

Recreational Vehicles: mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer or other similar equipment or vehicle.

Residence: any building, or part of a building, on a Homesite which is intended for occupancy and residential use as a separate residence.

Supplemental Declaration: a supplement to the Declaration executed by or consented to by the Declarant.

The following capitalized terms shall have the meaning given in the Development Agreement:

County: means Wasatch County, Utah and shall include, unless otherwise provided, any and all of the County's agencies, departments, officials, employees, or agents.

Developer: means those entities or Persons identified as Developer in the Declaration, and shall include Developer's successors in interest, transferees, and assigns, including, where applicable, assignments to successors in interest or assignees of Developer's rights and obligations under the Declaration. If more than one Person is listed as a developer, each Developer listed is jointly and severally liable for all obligations of Developer. The obligations of the Developer shall automatically be assigned to subsequent purchasers of the Project, and subsequent purchasers of the Project or any portion thereof shall expressly assume the obligations of Developer pursuant to the CC&R's.

JSPA Planning Committee (referred to herein as the “JSPA PC”): means the land use authority in the Jordanelle Specially Planned Area.

The following capitalized terms, if defined in the Declaration or the Development Agreement, shall keep their meanings defined therein, and shall be more specifically defined below for the purposes of these Design Guidelines only. Capitalized terms delineated below for the first time shall be defined by the following for the purposes of these Design Guidelines and for Architectural Review. Any terms which are not listed in this Appendix of Definitions shall be defined in these Design Guidelines.

Adjusted Exterior Surface Area (AESA): the combined total exterior wall area of all facades, including all exposed foundation walls, deducting all window and door openings.

ARC Approved Architect or Designer: either a Licensed Architect or designer who is *pre-approved* by the ARC to fully participate as an Architect in connection with an Owner whose Homesite is undergoing or will immediately undergo Architectural Review.

ARC Member: any particular member of the ARC, as set out in Section 0 herein.

ARC Representative: any ARC Member or designated Person(s) who is, at an ARC Member's request, acting on behalf of an ARC Member or of the ARC as a whole.

Building Permit: any applicable building and/or use permits required by Wasatch County to build a Residence.

Construction Regulations: The SkyRidge Construction Regulations adopted as part of the Governing Documents, including any and all Amendments thereto, and all Exhibits thereto, and appendices thereto. (Which may be either added or modify restrictions applicable to a certain Subdivision or area in the Community).

County Code: means Wasatch County Planning, Zoning, Codes and Restrictions, Zoning, Codes and Restrictions, and JSPA Planning, Zoning, Codes and Restrictions, and JRA Design Handbook.

Damage: damage caused to the Homesite or to any Neighboring Properties, Other Parties, or any other property within SkyRidge by the Owner and/or the Owner's Architect(s) and/or Builder(s) during construction on the Homesite, as well as any defect, problem, disturbance, or damaging effect caused by noncompliance with or violation of the Guidelines, Construction Regulations, or of the Governing Documents or by nonconformance to state or local laws, ordinances, and regulations (including building ordinances and/or zoning requirements).

Development Agreement: that certain Development Agreement dated the 26th Day of January 2018 and more fully defined in the Declaration, including any and all Addendums and/or Exhibits thereto, and specifically referencing these Design Guidelines.

Final Release: the final phase of Architectural Review (as described in Section 5.21 herein), which merits the completion of the Performance Deposit Agreement and return of the Notice of Voluntary Lien or Release of Voluntary Lien, and the Performance Deposit, or any balance thereof.

Fire Department: means Wasatch County Fire Protection.

Gross Total Area: this Area is comprised of all areas of the Residence including all Livable Space, garage(s), unheated with ceiling height less than seven (7) feet high storage space/mechanical rooms, all porches, patios, and decks. This space is specifically measured starting at the *outside* perimeter of the Residence.

Homesite Design: the overall, complete aesthetic and architectural vision for a Homesite, including landscaping, architecture, and other Improvements intended for the Homesite.

Jordanelle Specially Planned Area (referred to herein as “JSPA”): means the Jordanelle Specially Planned Area as defined in Wasatch County Code - Appendix 6, Title 16, Chapter 41.02 also known as the Jordanelle Recreation Area or JRA.

Limit of Disturbance (referred to herein as “LOD”): the Setbacks as defined in these Design Guidelines Section 2.6, and in County Code usually defines the maximum boundary for the Limit of Disturbance (*LOD*) with reasonable allowances made for practicality of construction and the safety requirements of authorities having jurisdiction.

Gross Floor Area (GFA) is defined as the total horizontal area of all enclosed floors of a residence, measured to the exterior face of exterior walls. It includes all habitable and non-habitable enclosed spaces, including basements, storage rooms, and mechanical areas, regardless of ceiling height, level of finish, or intended use.

Garage space is excluded from the GFA calculation up to a combined maximum of 1,000 square feet. Any garage area beyond 1,000 square feet must be included in the Gross Floor Area. Walls separating Gross Floor Area from excluded spaces, such as garages, mechanical rooms, or crawl spaces, shall be included in the GFA measurement.

Single-story enclosed areas located entirely 6’ below natural or finished grade may also be excluded from the GFA, provided they do not exceed 1,000 square feet and contain no sleeping areas. Any portion of the space which is not entirely under 6’ of natural or finished grade shall be counted against the GFA. Staircases are included in the square footage of the floor from which they descend. Vertical shafts, including elevators and fireplaces, are counted once at the level where they originate. Open-to-below spaces, such as double-height foyers and great rooms, are not included in the GFA of the upper floor.

Crawl spaces less than five feet in height, exterior decks, patios, balconies, roof overhangs, and unenclosed parking areas are not considered part of the Gross Floor Area.

Owner: the particular Owner of the Homesite presently undergoing Architectural Review at SkyRidge.

Performance Deposit (referred to herein as “Deposit”): the Performance Deposit which is defined in Section 5.15 herein Performance Deposit Agreement (referred to herein as “Performance Agreement”): the two-part agreement, as defined in Section 5.15 herein, including the Performance Agreement and the Notice of Voluntary Lien.

Plan(s): all site plans, floor plans, landscaping, elevations, drawings, specifications, models, depictions, and/or other plans submitted as part of the Architectural Review process.

Site Plan with Existing Conditions: drawing of each unimproved Homesite with boundaries, dimensions, total square feet, topography, accurate locations and descriptions of unique native features and vegetation, proposed Setbacks, Developable Envelope (DE), Rights-of-Way (ROW), proposed Limit of Disturbance (LOD), location of utilities, easements, and proposed Improvements.

Subdivision: shall have the meaning set forth in the County Land Use Management Act in Utah Code Annotated.

SKYRIDGE

EXHIBIT A

ARC Plan Review Application Forms

Applicant to fill out the requested General Information only section shown in [Blue](#) font below.

Homesite Lot #: Click or tap here to enter text.

Homesite Address: Click or tap here to enter text.

Submittal Date: Click or tap here to enter text.

Version of Design Guidelines to be reviewed under: Click or tap here to enter text.

Plan Review Stage: Click or tap here to enter text.

Review #: Click or tap here to enter text.

Review Date: Click or tap here to enter text.

Lot Size indicated on Engineered Stamped Site Survey: Click or tap here to enter text.

Maximum Livable Sq. Ft. based on Lot Size:

Single-Family Residence Size Guidelines:

Homesite Size (sq. ft)	Minimum Gross Floor Area (GFA) in sq. ft.	Maximum Gross Floor Area (GFA) in sq. ft.
8,000 – 12,000	2,500	5,000
12,001 – 15,000	3,000	6,000
15,001 – 20,000	3,500	7,000
20,001 – 25,000	4,500	8,000
25,001 – 30,000	5,000	9,000
30,001 – 43,000	5,000	10,000
43,001 -	5,000	12,000

***Homes may not exceed sixty-five hundred (6,500) square feet of Gross Floor Area on any individual floor level.**

Gross Floor Area (GFA): Click or tap here to enter text.
(Refer to Design Guidelines Section 3.2)

Owner(s) Name: Click or tap here to enter text.

Address:

Email:

Phone:

Submitting Architect/Designer: Click or tap here to enter text.

Address: Click or tap here to enter text.

Email: Click or tap here to enter text.

Phone: Click or tap here to enter text.

General Contractor: TBD

Address:

Email:

Phone:

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PLAN REVIEW PROCESS OVERVIEW

Homeowners are responsible for arranging for their ARC approved Architect/Designer to attend a Pre-Design Conference at the Homesite and paying all Architectural review fees prior to submitting Plans. Refer to Skyridge's Guidelines Division 6 – Architectural Review Procedures, for a description of all Plan Review Fee schedules. A copy of the applicable **Skyridge's Guidelines Version Date** used to establish minimum design requirements and general community design goals necessary to promote and maintain the overall vision for current and future development within the Skyridge Mountain Community is indicated above and can be downloaded from Skyridge's Website.

After the Predesign meeting, the Architect/Designer will receive login credentials for the SkyRidge Homebuilding Portal through which they can submit plans in compliance with the ARC Plan Review Application requirements. Architects

and/or Designers who have previously designed in SkyRidge may already have an active login, however, they must still participate in a Predesign meeting with their new client(s) prior to submission through the portal.

Upon Skyridge's receipt of the Homeowners' Design Review payment, an ARC reviewer will be assigned, and the homeowner and their Architect/Designer will collaborate directly with the reviewer throughout the review and approval process which is separated into three (3) stages; **Compliance**, **Preliminary** and **Final**, and are described below.

Be advised, this is an interactive process which may require multiple plan submissions depending on each submission's adherence to the Guidelines requirements. Allow for a minimum of ten (10) business days after each submittal or meeting date to receive an ARC response.

Owners and their Architect/Designer are responsible for resubmitting any new and/or updated drawings requested by the ARC. All revisions/updates shall be bubbled with a Delta revision number, along with written responses to ARC comments, material samples, and any other items included as part of the plans review process, if requested by the ARC at its sole discretion.

Homeowners, and/or their Architects, and/or Builders are responsible for contacting Wasatch County directly to discuss Wasatch County Code, and/or JSPA Design Handbook Code requirements and approvals. Plans will remain in the **Compliance** Review Stage until the Homeowners, their Architect, and/or Builder have resolved any Guidelines requirements and approvals needed from the ARC.

The interpretation and application of the more general requirements will be left to the discretion of the ARC. This allows judgment, discretion, and flexibility to address the unique characteristics of each Single-Family Homesite. It should be understood, however, that the overall goal of the ARC is to apply the Guidelines in a fair and impartial manner to all Homesites in SkyRidge.

No decision made by the ARC will set a precedence for any other Homeowners submission presented to the ARC.

Additionally, Homeowners, Architects, and/or Builders are responsible to contact Wasatch County directly to discuss Wasatch County Code, and/or JSPA Design Handbook Code requirements and approvals. Plans will remain in the **Compliance** Review Stage until the Homeowner, Architect/Designer, and/or Builder have resolved any Guidelines requirements and have acquired the necessary approvals needed from the ARC and/or Wasatch County governing jurisdictional authorities. The ARC also recommends Homeowners acquire Wasatch County Fire Departments' driveway configuration and Landscape Plan approvals prior to start of construction.

A **Key design items Check List** along with their related Guidelines Divisions and/or Sections reference numbers is provided to ensure your plans submissions information addresses and graphically depicts and is appropriately noted per each review stage's requirements in order to be accepted by the ARC for review.

Please note that the **Key Check List** of required design items is not an all-inclusive list. It has been developed to highlight and emphasize some of the most important design elements associated with the Guidelines' more general design requirements. Therefore, the ARC highly recommends that the Homeowners and their Architect/Designer, and General Contractor read their applicable version of the Guidelines manual in its entirety prior to designing and submitting plans to help expediate the time duration of the ARC's review process.

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On average, the Plan review process takes approximately two (2) months if the Homeowner's Architect/Designer adheres to the ARC Guideline requirements and submits Plans and/or resubmissions in a timely manner to enable the ARC an approximate ten (10) business day turn-around time frame for each stage.

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COMPLIANCE PLANS APPLICATION REQUIREMENTS

The Homeowner(s) and their Architect/Designer are responsible for ensuring **all required** design information has been incorporated into the review set of drawings along with the associated descriptive notes prior to submitting for ARC's Final review and approval.

COMPLIANCE PLANS REVIEW: (Refer to Guidelines Sections 6.5 and 6.6)

The ARC Reviewer will confirm if each **Check List** line item's requested information has been included and meets the Guideline requirements and/or sufficiently addresses any of the reviewers' outstanding comments/notes. If the required information has or has not been provided, the **Reviewer will check the appropriate Yes or No column** associated with each applicable line item below.

*If the Reviewer has comments, he/she will write "**Comments added**" adjacent to the applicable line item in the **Check List** below in lieu of checking off the line item. All Reviewer's comments and Applicants responses shall be indicated on the comment sheet(s) at the end of the **Compliance** Application form section.

If comments are provided, it is the Homeowners' responsibility to address and resubmit updated plans with respective written comments to the reviewer for review and approval prior to receiving the ARC's **Compliance** approval.

A. Key Design Items **Check List:**

	<u>Yes</u>	<u>No</u>	
1.	<input type="checkbox"/>	<input type="checkbox"/>	General Design and Building Steps: Refer to Division 2 - Vision and Architectural Philosophy
2.	<input type="checkbox"/>	<input type="checkbox"/>	Home Area Calculations Plans and Notes: Refer to Section 4.2 - Residence Size
3.	<input type="checkbox"/>	<input type="checkbox"/>	Mandatory Skyridge Notes: Include in General/Construction Notes under "SkyRidge" or Site Plan Notes heading.
4.	<input type="checkbox"/>	<input type="checkbox"/>	Survey: Refer to Division 3 - Homesite Architectural Design and Planning
5.	<input type="checkbox"/>	<input type="checkbox"/>	Site Plans and Notes: Refer to Division 3 - Homesite Architectural Design and Planning
6.	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping Plan and Notes: Refer to Division 5 - Landscape Design and Planning
7.	<input type="checkbox"/>	<input type="checkbox"/>	Floor Plans and Notes: Refer to Division 4 - Architectural Design Standards
8.	<input type="checkbox"/>	<input type="checkbox"/>	Roof Plans and Notes: Refer to Division 4 - Architectural Design Standards
9.	<input type="checkbox"/>	<input type="checkbox"/>	Exterior Building Elevations and Notes: Refer to Division 4 - Architectural Design Standards
10.	<input type="checkbox"/>	<input type="checkbox"/>	Details: Optional - <i>(Add details if necessary to help convey the initial design intent).</i>
11.	<input type="checkbox"/>	<input type="checkbox"/>	3D Renderings: Refer to Division 6, Section 6.5i – Compliance Review Requirements

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Yes | No

- | | | | |
|-----|--------------------------|--------------------------|--|
| 12. | <input type="checkbox"/> | <input type="checkbox"/> | Exterior Finish Materials, Specifications, and Colors:
Refer to Sections 4.5, Exterior Materials, 4.6 Exterior Colors and Section 6.13 Exterior Materials and Color Samples. <ul style="list-style-type: none">• Refer to the attached Exhibit A1 example sheet of the Exterior Finish Materials and Specifications template to be included in each of the required plan set submission reviews.• Include materials area/percentage calculations quantities of all exterior finish materials totals on the Building Elevations sheets. |
| 13. | <input type="checkbox"/> | <input type="checkbox"/> | Exterior Electrical Plans and Notes:
Refer to Section 3.16 Outdoor Lighting - Optional (<i>Only exterior lighting types and locations reviewed by ARC reviewer</i>) |

- B.** The assigned ARC reviewer will review the Homeowners Application and Plans and provide feedback. If needed, the reviewer will arrange calls and/or meetings with the Homeowner(s) and their team to review and discuss how the proposed Plans comply with to the applicable Guidelines version. Plans that do not meet the Guidelines will be returned to the Homeowner(s) to have the Plans revised to meet the requirements and resubmit.
- C.** Once updated, the set will then be reviewed to determine if it is compliant and/or needs minor design updates to meet the **Compliance** plan requirements. Upon approval, the assigned reviewer can then recommend the plans be moved to the **Preliminary** plan review stage.
- D. Compliance** Plans approval is valid for six (6) months from the approval date issued by the ARC.

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COMPLIANCE APPLICATION COMMENTS

(Sht. 1 of 3)

Please comply with the following: *(Add additional sheets as required)*

1. **Reviewers'** comments in **RED** font - Start your comment with the applicable Check-List line-item reference number. (Example: **A1. Insert comment.**)
2. **Applicants'** comments in **Blue** font.

Findings:

- ☐ Incomplete
- ☐ Rejected
- ☐ Approved with Conditions
- ☐ Approved

Comments:

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PRELIMINARY PLANS APPLICATION REQUIREMENTS

The Owner and their Architect/Designer are responsible for ensuring all previous ARC **Compliance** review comments have been incorporated into the **Preliminary** review set along with the associated written comment responses requested by the ARC reviewer, and any additional Guidelines requirements associated with any of the sections below prior to being approved to be presented to the ARC for their review, comments, and approval to proceed to the **Final** review stage.

PRELIMINARY PLANS REVIEW: (Refer to Guidelines Sections 6.7, 6.8, and 6.11)

The Homeowner(s) and their Architect/Designer are responsible for ensuring **all previous** ARC Reviewer **Compliance** comments have been incorporated into the **Preliminary** review set of drawings along with their respective written comment response associated with any of the **Check List** items below prior to submitting for ARC's review and approval. If the required information has or has not been provided, the **Reviewer will check the appropriate Yes or No column** associated with each applicable line item below.

If the ARC Reviewer has comments, he/she will write "**Comments added**" adjacent to the applicable line item below in lieu of checking off the line item. All Reviewer's comments and Applicants responses shall be indicated on the comments sheet(s) at the end of the **Preliminary** Application form section.

If comments are provided, it is the Homeowners' responsibility to address and resubmit updated plans with respective written comments to the reviewer for review and approval prior to receiving the ARC's **Preliminary** approval.

A. Key Design Items **Check List:**

	<u>Yes</u>	<u>No</u>	
1.	<input type="checkbox"/>	<input type="checkbox"/>	General Design and Building Steps:
2.	<input type="checkbox"/>	<input type="checkbox"/>	Home Area Calculations Plans and Notes:
3.	<input type="checkbox"/>	<input type="checkbox"/>	Mandatory Skyridge Notes:
4.	<input type="checkbox"/>	<input type="checkbox"/>	Survey:
5.	<input type="checkbox"/>	<input type="checkbox"/>	Site Plans and Notes:
6.	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping Plan and Notes:
7.	<input type="checkbox"/>	<input type="checkbox"/>	Floor Plans and Notes:
8.	<input type="checkbox"/>	<input type="checkbox"/>	Roof Plans and Notes:
9.	<input type="checkbox"/>	<input type="checkbox"/>	Exterior Building Elevations and Notes:
10.	<input type="checkbox"/>	<input type="checkbox"/>	Details: - <i>(Include details as necessary to help convey the design intent).</i>
11.	<input type="checkbox"/>	<input type="checkbox"/>	3D Renderings:
12.	<input type="checkbox"/>	<input type="checkbox"/>	Exterior Finish Materials, Specifications, and Colors: <ul style="list-style-type: none">• Update materials area/percentage calculations quantities of any exterior finish materials totals and Specifications on the Building Elevations sheets, if required.
13.	<input type="checkbox"/>	<input type="checkbox"/>	Exterior Electrical Plans and Notes:

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- B.** Upon receipt of the Preliminary review set, the assigned reviewer will assess whether the project is ready for the ARC review meeting. Once deemed ready, the assigned reviewer will arrange schedule a presentation meeting with the ARC, Homeowner(s) and their Architect/Designer. This meeting is an opportunity for the ARC members to review the proposed plan set, identify any additional design concerns, ensure compliance with the applicable Guidelines version, and provide feedback and/or approval to move to the next stage.
- C.** If necessary, the reviewer will then arrange a call(s) and/or meeting(s) with the Homeowner(s) and their team to further discuss how the proposed Plans are into compliance. Plans that do not meet the Guidelines will be returned to the Homeowner(s) to have the Plans revised to meet the requirements and resubmit.
- D.** Once updated, the set will be reviewed again to determine if it is compliant and/or needs minor design updates to meet the **Preliminary** plan requirements. Upon approval, the assigned reviewer can then recommend the plans be moved to the **Final** plan review stage.
- E. Preliminary** Plans approval is valid for six (6) months from the approval date issued by the ARC.

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PRELIMINARY APPLICATION COMMENTS

(Sht. 1 of ____)

Please comply with the following: *(Add additional sheets as required)*

- F. Reviewers'** comments in **RED** font - Start your comment with the applicable Check-List line-item reference number. (Example: **A1. Insert comment**)
- G. Applicants'** comments in **Blue** font.

Findings:

- ☐ Incomplete
- ☐ Rejected
- ☐ Approved with Conditions
- ☐ Approved

Comments:

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FINAL PLANS APPLICATION REQUIREMENTS

The Homeowner(s) and their Architect/Designer are responsible for ensuring **all previous** ARC Reviewer comments have been incorporated into the **Final** review set of drawings along with their respective written comment response associated with any of the items below prior to submitting for ARC's Final review and approval.

FINAL PLANS REVIEW: (Refer to Guidelines Sections 6.9, 6.10, and 6.11)

The ARC Reviewer shall check off each of the Check List line items to confirm that the information included meets the Guideline requirements and/or sufficiently addresses any of the reviewers' outstanding comments/notes. If the required information has or has not been provided, the **Reviewer will check the appropriate Yes or No column** associated with each applicable line item below.

If the Reviewer has comments, he/she will write "**Comments added**" adjacent to the applicable line item below in lieu of checking off the line item. All Reviewer's comments and Applicants responses shall be indicated on the comments sheet(s) at the end of the **Final** Application form.

If comments are provided, it is the Homeowners' responsibility to address and resubmit updated plans with respective written comments to the reviewer for review and approval prior to receiving the ARC's **Final** approval.

A. Key Design Items Check List:

	<u>Yes</u>	<u>No</u>	
1.	<input type="checkbox"/>	<input type="checkbox"/>	General Design and Building Steps:
2.	<input type="checkbox"/>	<input type="checkbox"/>	Home Area Calculations Plans and Notes:
3.	<input type="checkbox"/>	<input type="checkbox"/>	Mandatory Skyridge Notes:
4.	<input type="checkbox"/>	<input type="checkbox"/>	Survey:
5.	<input type="checkbox"/>	<input type="checkbox"/>	Site Plans and Notes:
6.	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping Plan and Notes:
7.	<input type="checkbox"/>	<input type="checkbox"/>	Floor Plans and Notes:
8.	<input type="checkbox"/>	<input type="checkbox"/>	Roof Plans and Notes:
9.	<input type="checkbox"/>	<input type="checkbox"/>	Exterior Building Elevations and Notes:
10.	<input type="checkbox"/>	<input type="checkbox"/>	Details:
11.	<input type="checkbox"/>	<input type="checkbox"/>	3D Renderings:
12.	<input type="checkbox"/>	<input type="checkbox"/>	Exterior Finish Materials, Specifications, and Colors:
13.	<input type="checkbox"/>	<input type="checkbox"/>	Exterior Electrical Plans and Notes:
14.	<input type="checkbox"/>	<input type="checkbox"/>	Structural Plans and Details:

(Reference only, not reviewed or approved by the ARC reviewer)

B. Upon receipt of the **Final** review set, the assigned reviewer will review and confirm that any required

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design updates have been sufficiently updated and incorporated in the Final Plans set or if another meeting with the ARC, Homeowner(s) and their Architect/Designer is necessary to confirm if the proposed updates effectively address all of the ARC previously outstanding design concerns.

- C. If updates are still required, the reviewer will arrange a call(s) and/or meeting(s) with the Homeowner(s) and their team to further discuss how to bring the proposed Plans into compliance and then returned to the Homeowner(s) to have the Plans updated to meet the ARC's requested design requirements and resubmit.
- D. Once updated, the **Final** set will be reviewed again to determine if it is compliant and/or needs minor design updates to meet the **Final** plans requirements. Upon approval, the assigned reviewer will then stamp and approve the **Final** Plan set.
- E. **The ARC's approval to develop a Homesite** is valid for six (6) months from the approval date of the Approval to Develop letter issued by the ARC. Homeowners that have not started construction during the following six (6) month period must resubmit the **Final** Application and the **Final** approved plans set to the ARC for a follow up review before Beginning construction. Additional design review fees may be assessed on the Homeowner, based on the sole discretion of the ARC, on a case-by-case basis.
- F. The Homeowner is responsible for submitting a copy of the **ARC Stamped Approved Plans** set to the County for Building Permit review and approval. (Refer to Guidelines Section 6.16)

Plan review set has been prepared and signed by the Homeowners' contracted licensed Architect or Designer acknowledging all applicable Guidelines and General Requirements have been incorporated and adhered too in the development of the **Final** design set of documents:

Submitting Homeowner: Click or tap here to enter text.
enter text.

Date: Click or tap here to

Submitting Architect/Designer : Click or tap here to enter text.
enter text.

Date: Click or tap here to

Assigned ARC Reviewer: Click or tap here to enter text.
enter text.

Date: Click or tap here to

FINAL APPLICATION COMMENTS

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(Sht. 1 of ____)

Please comply with the following: *(Add additional sheets as required)*





- H. Reviewers'** comments in **RED** font - Start your comment with the applicable Check-List line-item reference number. (Example: **A1. Insert comment**)
- I. Applicants'** comments in **Blue** font.

Findings:





- ☐ Incomplete
- ☐ Rejected
- ☐ Approved with Conditions
- ☐ Approved

Comments:




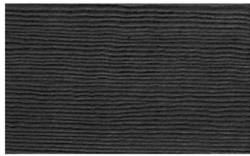
STONE, SIDING, METAL, STUCCO

 <p>NATURAL STONE PHOTO</p> <p>Type of Material: _____ Brand: _____ Style: _____ AESA %: _____ Color: _____ Finish: _____ Installation: _____ Profile: _____ ARC Notes: _____</p>	 <p>WALL SIDING PHOTO</p> <p>Type of Material: _____ Brand: _____ Style: _____ AESA %: _____ Color: _____ Finish: _____ Installation: _____ Profile: _____ ARC Notes: _____</p>
 <p>OTHER EXTERIOR MATERIAL PHOTO</p> <p>Type of Material: _____ Brand: _____ Style: _____ AESA %: _____ Color: _____ Finish: _____ Installation: _____ Profile: _____ ARC Notes: _____</p>	 <p>DECK MATERIAL</p> <p>Type of Material: _____ Brand: _____ Style: _____ AESA %: _____ Color: _____ Finish: _____ Installation: _____ Profile: _____ ARC Notes: _____</p>





WINDOWS, ENTRY DOOR, GARAGE DOOR(S) & OTHER DOORS

 <p>WINDOWS & GLASS DOOR PHOTOS</p> <p>Windows & Glass Doors: _____ Brand: _____ Color: _____ Finish: _____ Interior & Exterior Materials: _____ Product Type: _____ ARC Notes: _____</p>	 <p>ENTRY DOOR & SIDELITE PHOTOS</p> <p>Entry Door: _____ Brand: _____ Color: _____ Finish: _____ Interior & Exterior Materials: _____ Product Type: _____ ARC Notes: _____</p>
 <p>GARAGE DOOR PHOTO</p> <p>Garage Door: _____ Brand: _____ Color: _____ Finish: _____ Interior & Exterior Materials: _____ Product Type: _____ ARC Notes: _____</p>	 <p>OTHER DOOR PHOTOS</p> <p>Other Doors: _____ Brand: _____ Color: _____ Finish: _____ Interior & Exterior Materials: _____ Product Type: _____ ARC Notes: _____</p>

ROOF, FASCIA, & SOFFIT MATERIALS

 <p>MAIN ROOFING MATERIAL PHOTO</p> <p>Roofing Material: _____ Brand: _____ Color: _____ Slope: _____ Product Type: _____ ARC Notes: _____</p>	 <p>OTHER ROOFING MATERIAL PHOTO(S)</p> <p>Roofing Material: _____ Brand: _____ Color: _____ Slope: _____ Product Type: _____ ARC Notes: _____</p>
 <p>SOFFIT MATERIAL PHOTO</p> <p>Soffit Material: _____ Color: _____ Finish: _____ Installation: _____ ARC Notes: _____</p>	 <p>FASCIA MATERIAL PHOTO</p> <p>Fascia Material: _____ Color: _____ Finish: _____ Installation: _____ ARC Notes: _____</p>

DECKS, RAILINGS, & RETAINING WALLS

 <p>DECK MATERIALS PHOTOS</p> <p>Deck Materials: _____ Brand: _____ Color: _____ Finish: _____ Installation: _____ Product Type: _____ ARC Notes: _____</p>	 <p>RAILING MATERIALS PHOTOS</p> <p>Railing Material: _____ Brand: _____ Color: _____ Finish: _____ Installation: _____ Product Type: _____ ARC Notes: _____</p>
 <p>RETAINING WALL PHOTOS</p> <p>Type of Material: _____ Height: _____ Color: _____ Other Details: _____ ARC Notes: _____</p>	 <p>OTHER MATERIALS PHOTOS</p> <p>Specify Material: _____ Other Details: _____ ARC Notes: _____</p>

LANDSCAPING & HARD SURFACES

 <p>DRIVEWAY HARD SURFACE MATERIAL PHOTOS</p> <p>Type Of Material: _____ Color: _____ Finish: _____ ARC Notes: _____</p>	 <p>DRIVEWAY SHOULDER MATERIAL PHOTOS</p> <p>Type Of Material: _____ Gravel Size: _____ Color: _____ Other Details: _____ ARC Notes: _____</p>
 <p>PATIO MATERIAL PHOTOS</p> <p>Type of Material: _____ Color: _____ Finish: _____ ARC Notes: _____</p>	 <p>SIDEWALKS, EXTERIOR STAIRS & OTHER HARD SURFACES</p> <p>Type Of Material: _____ Color: _____ Finish: _____ ARC Notes: _____</p>

OUTDOOR LIGHTING MATERIALS

 <p>SCONCES LIGHTING PHOTOS</p> <p>Sconce Lighting Brand: _____ Wattage: _____ Dark Sky Compliant: Yes: _____ No: _____ Type of Shielding: _____ Locations: _____ ARC Notes: _____</p>	 <p>OTHER EXTERIOR LANDSCAPE LIGHTING PHOTOS</p> <p>Exterior Landscape Lighting Brand: _____ Wattage: _____ Dark Sky Compliant: Yes: _____ No: _____ Type of Shielding: _____ Locations: _____ ARC Notes: _____</p>
 <p>PATHWAY LIGHTING PHOTO</p> <p>Pathway Lighting Brand: _____ Wattage: _____ Dark Sky Compliant: Yes: _____ No: _____ Type of Shielding: _____ Locations: _____ ARC Notes: _____</p>	<p>ROOM FOR SKYRIDGE STAMP</p> <p>EXHIBIT A1</p>

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PEGASUS ESTATE HOMESITES

EXHIBIT B

PERFORMANCE DEPOSIT AGREEMENT AND VOLUNTARY LIEN

This PERFORMANCE DEPOSIT AGREEMENT {this "Agreement"} is entered into on this _____ day of _____, 20____, by and between _____, {"Owner"}, _____ {"Guarantor"} and SkyRidge Mountain Community Association, Inc., a Utah non-profit corporation {the "Association"}.

RECITALS

WHEREAS the Association is a Utah non-profit corporation whose membership is comprised of all of the Homesite owners in that certain subdivision located in Wasatch County, State of Utah, commonly known as SkyRidge (the "Project");

WHEREAS the Association is governed by its Board of Directors {the "Board"}; and

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for SkyRidge recorded on June 24, 2019 in the Official Records of Wasatch County, Utah, as Instrument Number 465020 in Book 1255 at Page 1645-1772 (the "Declaration") (as the same has been amended and may be amended in the future), the Association has established an Architectural Review Committee {the "ARC"} to promulgate and enforce the SkyRidge Design Guidelines (the "Guidelines") and the SkyRidge Construction Regulations (the "Regulations");

WHEREAS Owner desires to construct certain improvements upon SkyRidge Homesite # _____ (the "Homesite") in the Project;

WHEREAS, as a condition to allowing Owner to construct improvements on the Homesite, the Owner and Guarantor are required to deposit the Performance Deposit with the Association as security for Owner's obligation to comply with the Design Guidelines, the Construction Regulations, the Declaration, and the Rules and Regulations of the Association {collectively, the "Governing Documents"}, including, without limitation, Owner's obligations not to trespass upon any other Homesites of the Project or damage any other Homesites or platted common areas (the "Common Areas") of the Project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner, Guarantor, and the Association hereby agree as follows:

AGREEMENT

- 1. Performance Deposit.** Contemporaneous with the execution of this Agreement by the Association, Guarantor shall pay a Performance Deposit (the "Deposit") in the amount of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) to the Association at 1750 Sun Peak Drive, Suite 175, Park City, UT 84098. The Deposit shall be held by the Association in a non-interest-bearing escrow account until the ARC has confirmed, in its sole discretion, that all work required to complete construction, cure any Damage (as defined below) to the Homesite, other Homesites, or the Common Area that occurred during construction, and clean-up of all of the Improvements on and around the Homesite has been satisfactorily completed.
- 2. Indemnity.** Owner and Guarantor hereby agree to indemnify the Declarant, Association, or Board, the ARC, and all ARC Members and ARC Representatives and to hold those same parties harmless from all claims, costs, fees (including court costs, witness fees, and attorneys' fees), expenses, losses, Damage, and liability of any kind including, without limitation, mechanics' or materialmen's liens, which may be asserted against or incurred by Pegasus Development Company, the Association, the Board, the ARC, and all of their respective members and representatives which arise from Owner and/or Guarantor's construction activities. The indemnity described in this Section Two (2) shall survive the final completion of all construction activities conducted on the Owner's Homesite.
- 3. Notice of Voluntary Lien.** Upon tendering the Deposit and signing the Performance Agreement, the Owner shall also execute and deliver to the ARC a Notice of Voluntary Lien in the form attached hereto as **EXHIBIT A**. By signing below, Owner agrees that ARC may record the Notice of Voluntary Lien against the Homesite if Owner and/or Guarantor (or any of their respective agents or representatives, if applicable): (i) cause damage to any other Homesite or Common Area ("Damage") in an amount in excess of the Deposit and fail to cure the same to the satisfaction of the ARC; (ii) fail to replenish any portion of the Deposit used by the ARC to cure any Damage and/or Violation within ten (10) days after the ARC's request for the same; (iii) fail to respond in a timely manner to the ARC's written request to correct any Damage and/or Violation; (iv) fail to construct the Homesite Improvements in accordance with the ARC-approved and County-authorized Plans; (v) fail to comply with the Design Guidelines, Construction Regulations, and all applicable Governing Documents.

4. **Enforcement of Governing Documents.** The Association may inspect any Homesite for any Damage and/or violation by such Owner or Guarantor (or any of their respective agents or representatives, if applicable) of the Governing Documents, the ARC and County-approved plans for such Homesite, or state and local law (including but not limited to all zoning ordinances and/or building permit requirements) at any time during the term of this Agreement (a "Violation"). In the event such an inspection reveals Damage or other violations, the Association may issue an appropriate Notice of Violation to the Owner and Guarantor. If an Owner or Guarantor, after receipt of such Notice, fails to correct the Damage and/or Violation(s) within the time period for a response or cure set forth in the Notice (which time period shall be the amount of time deemed reasonably necessary under the circumstances by the Association in its sole discretion to cure said Damage or Violation(s)), the Association may repair or rectify the Damage and violation(s) at Owner and Guarantor's expense, by first using the Deposit, then charging to the Guarantor any amount in excess of the Deposit. After using all or any portion of the Deposit to correct Damage and/or violation(s), the Board shall immediately deliver written demand for, and the Owner or Guarantor shall promptly remit an amount sufficient to completely replenish the Deposit to The Association. If amount necessary to correct Damage and/or violation{s} exceeds the Deposit originally paid to the Association, Owner or Guarantor shall immediately reimburse the Association for said amount plus any amount required to replenish the Deposit.
5. **Remedies on Default.** Should Owner or Guarantor fail to comply with the obligations set forth in this Agreement within the time frames set forth for compliance herein or in any notice issued by the Association, Owner and Guarantor shall be in default of this Agreement, and the Association may: {i} record a lien on the Homesite in an amount equal to the amount necessary to correct any Damage plus any amount required to replenish the Deposit, plus any attorneys' fees incurred by the Association in connection with the same; {ii} impose a fine which, in the reasonable discretion of the ARC, is commensurate with the severity of the Damage or violation{s} for which the lien is being recorded; or {iii} seek injunctive relief from a court of competent jurisdiction.
6. **Inspections.** At any time, the ARC may inspect any work in progress on a Homesite and, if warranted, issue a Notice of Noncompliance. Any Notice of Noncompliance issued with respect to a Homesite which is still under construction shall be set forth in reasonable detail both: (i) all aspects of the Homesite which are not in compliance with the Governing Documents; and (ii) the corrections required for compliance. If, by the end of the time period set forth in said Notice, the Owner and/or Guarantor have failed or refused to remedy the issues identified in the Notice, the ARC may take any action to correct the non-compliant condition permitted by the Governing Documents and warranted under the circumstances.

7. **Final Inspection; Return of Deposit.** Upon Owner or Guarantor's written request to the Association, and after the completion of all work to be formed on the Homesite, the ARC shall perform a Final Inspection of the Homesite, if such inspection both: (i) confirms that construction of the residence on the Homesite and any other improvements were completed in strict compliance with the ARC-approved plans; and (ii) does not reveal any Damage or other violations of the Governing Documents, the ARC shall issue a "Letter of Certification" to Owner. Within fifteen (15) calendar days after Owner or Guarantor's submission of said Letter of Certification to the Association, the Association shall return the Deposit (or the balance thereof) to Owner or Guarantor, in accordance with their joint instructions. If, on the other hand, said final inspection: (a) reveals that the improvements on the Homesite were not in strict compliance with the ARC-approved plans; or (b) reveals Damage or other violations of the Governing Documents, the ARC will issue a Notice of Noncompliance to Owner and Guarantor denying a Letter of Certification setting forth in reasonable detail the reasons for such non-compliance and the corrections required for issuance of a Letter of Certification. If the ARC issues a Notice of Noncompliance under this Section, Owner and Guarantor may request a reinspection any time before the date which is one hundred and twenty {120} calendar days from the date of said Notice to remedy the issues identified in such Notice.
8. **Forfeit of Deposit.** Unless otherwise agreed in writing by the ARC, if Owner or Guarantor fail to complete all required landscaping, revegetation, clean-up, and other requirements of the Governing Documents before the one (1) year anniversary of Wasatch County's issuance of a Certificate of Occupancy, the Deposit shall be forfeited to the Association. In the case of a Homesite for which a Notice of Noncompliance has been issued, the Deposit shall be forfeited to the Association if the Homesite does not receive a Letter of Certification within one- hundred and twenty (120) calendar days from the date of Notice.

9. **Notices.** All notices, demands or other communications required or permitted to be given hereunder shall be in writing (email acceptable with confirmation of receipt). Any such communications shall be deemed to have been received upon: (i) personal delivery; (ii) as of 12:00 p.m. Noon on the immediately following business day after deposit with Federal Express or a similar overnight courier service, addressed as shown below; or (iii) delivered by e-mail to the e-mail addresses set forth below.

Owner:

Guarantor:

The Association:

_____	_____	_____
_____	_____	_____
_____	_____	_____

Any address set forth above may be changed by the addressee providing the notice required by this Section.

10. **Non-Waiver.** Any failure to inspect, notify Owner or Guarantor of a violation, or to exercise any of the powers vested in the Association by this Agreement shall not be deemed to comprise: (i) approval of any work performed on the Homesite; (ii) a determination that any improvement is compliant with the Governing Documents or other applicable approvals, laws, or ordinances.
11. **Further Acts.** The parties hereto shall execute and deliver all documents, provide all information, and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.
12. **Attorneys' Fees.** In any action or proceeding to enforce the terms of this Agreement or to redress any violation of this Agreement, the prevailing party shall be entitled to recover as damages its attorneys' fees and costs incurred, whether or not the action is reduced to judgment.
13. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.
14. **Construction.** The terms and conditions of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party. The parties acknowledge that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by their attorneys and that any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any amendment to this Agreement.

15. **Dates.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement. If any date set forth in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.
16. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the Custodial Escrow Account and supersedes all prior understandings and agreements between the parties. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as herein set forth.
17. **Captions.** The captions appearing at the commencement of the sections of this Agreement are descriptive only and for convenience in reference to this Agreement and shall not define, limit, or describe the scope or intent of this Agreement, nor in any way affect this Agreement.
18. **Modifications to Agreement.** No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made in writing and signed by the parties.
19. **Governing Law and Forum.** The laws of the State of Utah applicable to contracts made or to be wholly performed there (without giving effect to choose-of-law or conflict-of-law principles} shall govern the validity, construction, performance and effect of this Agreement. Any lawsuit to interpret or enforce the terms of this Agreement shall be brought in the Fourth District Court in and for Wasatch County, Utah.
20. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable, then such provision shall be construed and enforced as if it had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

21. Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

OWNER(S):

Name _____ Date _____

Name _____ Date _____

GUARANTOR(S):

Name _____ Date _____

THE ASSOCIATION:

SkyRidge Mountain Community Association, Inc., a Utah non-profit corporation By Name

Its _____ Date _____

Date Paid: _____

Performance Deposit Agreement

Check#: _____

WHEN RECORDED, RETURN TO:

Chris Cottis
C/O Cooper's HOA Management
1750 Sun Peak Dr, Suite #175
Park City, UT 84098
(435) 776-5013

Space above this line for Recorder's use

NOTICE OF VOLUNTARY LIEN

_____, ("**Owner**") is the owner of that
certain parcel of real property located in Wasatch County, Utah, as further described as follows:

Parcel No: _____

(the "**Property**").

The Property is subject to that certain Performance Deposit Agreement and Instruction Agreement dated _____ (the "Performance Deposit Agreement") entered into by Owner and Sky Ridge Mountain Community Association, Inc., a Utah non-profit corporation (the "**Association**"). The Performance Deposit Agreement requires that Owner or Guarantor place a deposit of Forty Thousand Dollars (\$40,000.00) with the Association to be held in trust pending the completion of all construction and cleanup of all Improvements on and around the Property and Owner.

Owner hereby acknowledges that by the execution of this Notice of Voluntary Lien that Owner agrees that this Notice of Voluntary Lien shall be recorded against the Property in the event Owner or Guarantor fails to perform its duties as required in the Performance Deposit Agreement.

DATED this _____ day of _____, 2022.

OWNER: _____

STATE OF UTAH)
 :ss
COUNTY OF _____)

On this _____ day of _____, 2022, personally appeared before me
_____, who upon oath did swear that he/she is empowered to
sign the foregoing Notice of Voluntary Lien and acknowledged to me that he/she signed the same of
his own free act and for its stated purpose.

NOTARY PUBLIC

Residing at: _____

SKYRIDGE

EXHIBIT C DESIGN GUIDELINES

Exterior Materials Sample Requirements

During the ARC Review process Exterior Materials in proposed colors were reviewed and approved. Prior to receipt of Wasatch County Framing Inspection Certificate, the Owner and/or their General Contractor must provide an Exterior Materials Sample mockup with the actual material and written specifications at the Homesite. Owners and Builders must ensure they receive ARC's approval prior to ordering materials. Please request an onsite meeting with your ARC Representatives at least 10 days prior to desired meeting date by emailing ARC@SkyRidgeParkCity.com

Exterior Materials Images and Specifications to be supplied as follows:

It is required that an approved "kiosk" style mockup be built on site and is to be completed during the framing phase. The kiosk is to be placed close to and facing the road. The mockup will be built as a shroud to cover three sides of the sanitation facility, including the roof (approximately H92" x L47" x W47"). The kiosk will be used to show **ALL** exterior finishes to include but not limited to masonry, grout (color and thickness), siding (metal, wood, or stucco), roofing (including stone for flat roof ballasts), soffit, fascia, and gutters. Photos of exterior materials will not be accepted. All exterior materials must be placed on the approved mockup and approved by the SkyRidge ARC before any exterior materials are installed on the build. Exterior materials will remain on the mockup until the building is given a final inspection by the assigned ARC reviewer. All colors must be within a Light Reflective Range (LRV) of 15-35.

Please see example rendering below; all three elevations must be completely covered, and the door must be turned away from the street towards the house to receive approval.



All three elevations must be completely covered and the door must be turned away from the street towards the house

- Start by placing the Natural Stone or Natural Stone Veneer sample towards the bottom of the structure to represent the foundation or lower portion of a home.
- Above the stone sample, position the Fiberboard, Cemplank, or Cementitious Siding sample to simulate the main siding of the house.
- Place the Fascia and Soffit sample at the top of the structure to represent the roofline elements.
- Adjacent to the Fascia and Soffit sample, display the Roofing Materials sample to showcase different roofing options.
- Distribute the Natural Wood Siding, Corten Steel, and Blackened Steel samples throughout the middle section of the structure to represent various cladding materials.
- Integrate the Stucco sample within the siding samples to demonstrate another exterior finish option.
- Display the Windows & Glass Doors, Entry Door, Other Exterior Doors, Garage Door(s), and Exposed Timbers and Joists samples in appropriate locations to mimic their placement on a home.
- Attach a copy of ARC's stamped Exterior Finish Materials sheet, which must include an image of each exterior finish material along with its written specification, to the mock-up for job-site reference.

Type of Sample

Natural Stone or Natural Stone Veneer

Natural Wood Siding

Corten Steel and Blackened Steel

Fiberboard, Cemplank, or Cementitious Siding

Stucco

Roofing Materials

Fascia and Soffit

Windows & Glass Doors

Entry Door and Other Exterior Doors

Garage Door(s)

Exposed Timbers and Joists

Decks, Railings, and Stairs

Gutters and Downspouts

Size of Sample Required

see example

see example

see example

see example

see description

see example

see example

Manufacturers sample

Manufacturers sample

Manufacturers Sample

see example photo

Manufacturers sample

Manufacturers sample

Exterior Colors shall match the medium color and values of the Site's natural landscape and should reflect a similar range of hues as shown in the **JSPA Color Palette below**.

White and lighter hues of greys and tans are not allowed

Email ARC@SkyRidgeParkCity.com with any questions.



JORDANELLE SPECIALLY PLANNED AREA OVERLAY ZONE



Botanical Name	Common Name
Trees	
Acer ginnala 'Flame'	Flame Maple
Acer freemanii 'Jeffers Red'	Farview Flame Maple
Betula occidentalis	Western Red Birch
Celtis occidentalis	Hackberry
Cercocarpus ledifolius	Cutleaf Mountain Mohogany
Corylus avellana 'Contorta'	Contorted Filbert
Juniperus scopulorum	Rocky Mountain Juniper
Malus 'Dolgo'	Dolgo Crabapple
Populus tremuloides	Quaking Aspen
Quercus gambelii	Gambel Oak
Evergreen Trees	
Abies lasiocarpa	Alpine Fir
Picea abies	Norway Spruce
Picea englemanni	Englemann Spruce
Picea pungens	Colorado Spruce
Pinus aristata	Bristlecone Pine
Pinus ponderosa	Ponderosa Pine
Pinus sylvestris	Scotch Pine
Shrubs	
Amelanchier alnifolia	Serviceberry
Aronia arbutifolia	Chokecherry
Cornus sericea	Red Osier Dogwood
Cotoneaster lucidus	Peking Cotoneaster
Euonymus alatus	Burning Bush
Juniperus horizontalis 'Plumosa Compacta'	Compact Andorra Juniper
Juniperus horizontalis 'Bar Harbor'	Bar Harbor Juniper
Juniperus horizontalis 'Prince of Wales'	Prince of Wales Juniper
Juniperus sabina tamariscifolia	Tamarix Juniper
Juniperus monosperma	One-Seed Juniper
Pinus Mugo 'Compacta'	Compact Mugo Pine
Potentilla fruticosa	Shrubby Cinquefoil
Ribes Aureum	Golden Current
Rosa woodsii	Woods Rose
Rosa rubrifolia	Red Leaf Rose
Rosa Multiflora	Multiflora Rose
Salix purpurea nana	Dwarf Arctic Willow
Shepherdia argentea	Silver Buffaloberry
Symphoricarpos albus	Common Snowberry
Viburnum x burejaeticum	Manchurian Viburnum

Botanical Name	Common Name
Ground Covers/Vines	
Clematis Jackmanii	Jackman Clematis
Clematis tangutica	Golden Tiara
Gallimu odorata	Sweet Woodroof
Mahonia repens	Creeping Oregon Grape
Vinca minor 'Mrs. Bowles'	Periwinkle
Perennials	
Achilla filipendula	Fern-Leaf Yarrow
Anenome pulsatilla	Basque Flower
Anenome Sylvestris	Snowdrop Anenome
Astilbe chinensis	Chinese Astilbe
Campanula carpatica	Carpathian Bellflower
Clematis x Pararieie 'Travelers Joy'	Hardy Clematis
Coreopsos resea	Pink Lowered Coreopsis
Echinacea purpurea	Purple Conflower
Euphorbia griffithii 'Fireglow'	Fireglow Spurge
Gaillardia x graniflora	Blanketflower
Iris missouriensis	Rocky Mountain Iris
Iris siberica x 'Papillon'	Siberian Iris
Iris versicolor	Blueflag Iris
Lupinus 'Dwarf Miniarette Lupine'	Dwarf Miniarette Lupine
Lupinus 'Russell Hybrids'	Russel Lupine
Monarda didyma	Beesbalm
Penstemon barbatus	Beard-Tongue
Rudbeckia fulgida 'Goldstrum'	Goldstrum Coneflower
Sedum 'Autumn Joy'	Autumn Joy Stone Crop



EXHIBIT D

B-25

RECOMMENDED
PLANTING LIST



SKYRIDGE

EXHIBIT E DESIGN GUIDELINES

Public utility companies shall have the right to install, maintain, and operate their equipment above and below ground and all other related facilities within the open space area (public utility easements) identified on this plat map as may be necessary or desirable in providing utility services within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the public utility easements. the public utility companies may require the lot owner to remove all structures within the public utility easements at the lot owner's expense, or the public utility companies may remove such structures at the lot owner's expense. At no time may any permanent structures be placed within the public utility easements or any other obstruction which interferes with the use of the public utility easements without the prior written approval of the public utility companies with facilities in the open space area (public utility easements).

SKYRIDGE

EXHIBIT F DESIGN GUIDELINES

Developable envelopes are shown on all lots to delineate areas of these lots that are buildable. All lot owners are required to have their lot surveyed to determine topography of the lot for submittal as part of the building permit. The survey shall show areas of slopes between the 25% to 30% and areas of slopes over 30%. No buildings will be allowed on the areas of the lot that have average slopes (as defined by code) exceeding 30%. If a building is to be placed on slopes greater than 25% a geotechnical report on these areas shall be submitted as part of the building permit. Recommendations from the geotechnical report shall be followed in the architectural and site drawings.

SKYRIDGE

EXHIBIT G DESIGN GUIDELINES

DOOR REQUIREMENTS: Standard for doors with glass inserts

1. Frame:

Doors with glass inserts must have a minimum 4-inch wood or metal frame surrounding the perimeter

2. Mullions:

As a minimum, provide four horizontal mullions, each 1.5 inches wide, evenly spaced across the glass panel. Other configurations, including vertical or mixed patterns, can be presented to the ARC for review if they are proportionate, integrated into the design, and match the style of the project.

3. Side and Service Doors:

Side or service doors may be fiberglass or aluminum, provided they are finished and detailed to closely resemble wood or metal framed glass doors shown in this exhibit.

