

# SKYRIDGE

## MOUNTAIN COMMUNITY

# CONSTRUCTION REGULATIONS

November 2022

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## DEFINITIONS

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

1. **Architectural Guidelines (sometimes herein referred to as the Guidelines):** the *SkyRidge Architectural Guidelines* as defined in this *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.
2. **Architectural Review Committee (sometimes herein referred as the “ARC”):** the committee formed to review Plans and specifications for the construction or modification of Improvements and to administer and enforce the *Architectural Guidelines* for SkyRidge.
3. **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 this Declaration, the Articles, the Bylaws and any other Governing Document.
4. **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 as defined in *Section 3.2.7* of the CC&R’s.
5. **Board of Directors (referred to herein as the “Board”):** the Board of Directors of the Association.
6. **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.
7. **Bylaws:** the Bylaws of the Association, as the same may from time to time be amended or supplemented.

8. **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 as defined in *Section 3.2.7* of the CC&R's.
  
9. **Community (sometimes referred to herein as the "SkyRidge Mountain Community" or "SkyRidge"):** the master planned residential community to be known as SkyRidge.
  
10. **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* effective upon the Recording of a written instrument signed by the Declarant and such Person or Persons that evidences such assignment and assumption .
  
11. **Declaration (sometimes referred to herein as "CC&R's"):** the Declaration of Covenants, Conditions and Restrictions for SkyRidge, as amended or supplemented from time to time
  
9. **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.
  
12. **Governing Documents:** the Declaration, Supplemental Declaration, and Amendments, Articles of Incorporation, Bylaws, Architectural Guidelines, and Rules and Regulations.
  
10. **Homesite or Site:** 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) and such Owner's Builder(s) to participate in Architectural Review at SkyRidge.
  
11. **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.

12. **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.
13. **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.
18. **Owner:** any Person(s) who is (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 this Declaration.
19. **Plat:** any Recorded Subdivision Plat affecting SkyRidge, as such may be amended from time to time.
20. **Project:** shall have the same meaning as the defined term, “SkyRidge”.
21. **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.
22. **Recreational Vehicles:** mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer or other similar equipment or vehicle.
23. **Residence:** any building, or part of a building, on a Homesite which is intended for occupancy and residential use as a separate residence.
24. **Supplemental Declaration:** a supplement to the Declaration executed by or consented to by the Declarant.

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

1. **County:** means Wasatch County and shall include, unless otherwise provided, any and all of the County's agencies, departments, officials, employees, or agents.
2. **Developer:** means those entities or Persons identified as Developer in the preamble, 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 this Agreement. If more than one Person is listed as a developer in the preamble, each and every 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 this Agreement.
3. **JSPA Planning Commission (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 Architectural Guidelines only. Capitalized terms delineated below for the first time shall be defined by the following for the purposes of these Architectural Guidelines and for Architectural Review. Any terms which are not listed in this Section 1: Definitions shall be defined in the Architectural Guidelines.

1. **Architect:** either a (1) Licensed Architect or (2) designer, engineer, draftsman, or other Person 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.
2. **ARC Member:** any particular member of the ARC, as set out in *Section 7.1* herein.
3. **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.
4. **Building Permit:** any applicable building and/or use permits required by Wasatch County to build a Residence.
5. **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).

6. **County Code:** means Wasatch County Planning, Zoning, Codes and Restrictions, JBOZ Planning, Zoning, Codes and Restrictions, and JSPA Planning, Zoning, Codes and Restrictions, and JSPA Design Handbook.
7. **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).
8. **Development Agreement:** that certain *Development Agreement* dated the 26<sup>th</sup> Day of January 2018 and more fully defined in the *Declaration*, including any and all Addendums and/or Exhibits thereto, and specifically referencing these *Architectural Guidelines*.
9. **Final Release:** the final phase of Architectural Review (as described in *Section 6.20* 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.
10. **Fire Department:** means Wasatch County Fire Protection.
11. **Gross Total Area:** this Area is comprised of *all* areas of the Residence including all Livable Area, garage(s), unheated with ceiling height less than six feet eight inches (6'-8") high storage space/mechanical rooms, storage rooms, all porches, patios, and decks. This space is specifically measured starting at the *outside* perimeter of the Residence.
12. **Homesite Design:** the overall, complete aesthetic and architectural vision for a Homesite, including landscaping, architecture, and any other Improvements intended for the Homesite.
13. **Jordanelle Basin Overlay Zone (referred to herein as JBOZ):** means the Jordanelle Basin Overlay Zone as defined in Wasatch County Code - *Title 16, Chapter 16.15*.
14. **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.
15. **Limit of Disturbance (referred to herein as LOD):** the Setbacks as defined in Architectural Guidelines *Section 3.2* 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.

16. **Livable Area:** Total area of conditioned residential space shall be calculated by measuring around the exterior perimeter of the home and subtracting the non-liveable space from the total i.e., Garage vehicle parking area(s), mechanical rooms, shafts, rooms with clear floor to ceiling height of less than six feet eight inches (6'-8"), and Storage rooms that have only one means of egress are not included in the livable area calculation.
- Any conditioned space constructed and/or improved above or below the garage that has a clear ceiling height greater than six feet eight inches (6'-8") feet above finish floor, which is conditioned and has two (2) means of egress is considered livable space. Stairwell square footage shall be accounted for only one time (at one floor level).
17. **Owner:** the particular Owner of the Homesite presently undergoing Architectural Review at SkyRidge.
18. **Performance Deposit (referred to herein as Deposit):** The Performance Deposit which is defined in *Section 6.15* herein.
19. **Performance Deposit Agreement (referred to herein as Performance Agreement):** the two-part agreement, as defined in *Section 6.15* herein, including the *Performance Agreement* and the *Notice of Voluntary Lien*.
20. **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.
21. **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.
22. **Subdivision:** shall have the meaning set forth in the County Land Use Management Act in Utah Code Annotated.



## 2 - CONSTRUCTION REGULATIONS

To ensure that the natural landscape of every SkyRidge Homesite is always preserved and the common nuisances which are inherent in any Site construction project are kept to a minimum, the regulations in this Section 2 shall be enforced during all Homesite construction projects. Every Homesite Owner shall always be responsible for all Damage(s) resulting from violations of the Guidelines (including the following construction regulations) occurring in relation to such Owner's Homesite, whether the specific violation was caused by the Owner or such Owner's Architect(s) and/or Builder(s) performing within SkyRidge (regardless of whether the activities causing the violation(s) are specifically located on the Owner's Homesite or elsewhere within the Community.)

**These SkyRidge Architectural Guidelines supersede all previous versions of the Guidelines effective November 2022. ARC Approval Plans from this date forward is subject to these Guidelines and not bound by precedent set or approved under former versions of these Guidelines.**

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

**ARC review and approval is to be obtained for all Improvements such as those listed below:**

1. **New Improvements** – Construction of any new, Residence, building, structure, and/or landscape structure.
2. **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.
3. **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 review and approval by the ARC.

The ARC review requirements are detailed in the Architectural Guidelines every Owner and their Architect and Builder(s), 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, in its discretion, may make modifications to these *Architectural Guidelines*.

### 2.1 Construction Commencement and Completion

No construction may begin within SkyRidge until completion of items 1 - 7:

## Home Designing and Building Steps

1. Selected Architect Approved by the ARC (*Section 2.5*) and Pre-Design Conference (*Section 6.3*)
2. Compliance Application and Architectural Review Fee Payment (*Sections 6.5, 6.6 & 6.26*)
3. Preliminary Plan Application and Approval (*Sections 6.7, 6.8 & 6.26*)
4. Final Plan Application and Final Plan Approval (*Sections 6.9, 6.10 & 6.26*)
5. Performance Deposit Agreement, Payment of Deposit, and Voluntary Lien (*Section 6.15*)
6. Pre-Construction Conference (*Section 6.17*)
7. Wasatch County Permitting (*Section 6.16*)
8. Construction Commencement and Completion (*Section 6.18*)
9. Owner's Letter of Certification (*Section 6.20*)
10. Final Inspection and Final Release (*Section 6.20*)

The ARC's Final Approval of a Homesite Design is valid for twelve (12) months from the date of the Final Approval 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 Final approval.

If the Owner has not ensured the occurrence of all of these actions during this twelve (12) month period, the Owner must resubmit his Final Plans to the ARC for another review before such Owner can proceed any further through the steps of Architectural Review or take any actions related to beginning construction on the Homesite.

1. The Owner is responsible for submitting Plans to the County.
2. The County must issue a Building Permit to the Owner for the same Homesite and the same Plans for which Final approval was issued by the ARC.
3. The Owner shall ensure a proper Pre-Construction Conference is held (as discussed in *Section 6.17*).
4. Construction must have commenced on the Homesite (discussed in *Section 6.18*).

If the Owner fails to complete any of the requirements detailed in Construction Regulations and *Section 6.4 – 6.18* 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 eighteen (18) 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 31<sup>st</sup>, within the current construction year, all required landscaping on the Homesite shall be installed and approved by the ARC no later than August 31<sup>st</sup>, 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. Extension fee schedules are available from the ARC. Owners that 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.

If the ARC, takes any of the above actions, it 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 repercussion methods listed in *Section 7.9* for curing Damage caused during Homesite construction by the Owner, Architect, and/or Builder(s).

## **2.2 Pre-Construction Conference**

Prior to commencing any construction on the Homesite, Owners or Guarantor shall meet with an ARC 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, will be reviewed, and adjusted if necessary.

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 implemented on the 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 question or issue concerning utility installation, or the like should be manifested during 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 facilitated so construction progress on the Homesite is disturbed as minimally as possible.

## **2.3 On-going ARC Site Observations of Work in Process**

The ARC, or its authorized Managers, may *at any time* observe 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 non-compliant condition permitted by the Governing Documents and warranted under the circumstance.

Absence of such ARC observer and/or issuance of *Notice(s)* during any Homesite’s construction period *shall not* constitute an approval by the ARC 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.

## **2.4 Final Inspection and Final Release**

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:

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 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.
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 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.

## **2.5 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 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.

## **2.6 Limit of Disturbance**

Preservation of major natural Site features and existing vegetation is required. The Area around a project impacted by construction activity or *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 of authorities having jurisdiction. The *LOD* must be shown on Site Plans submitted to the ARC, and the ARC may at its discretion require that the *LOD* be reduced in an effort to lessen impacts on existing vegetation, particularly Gambel Oak. Owners shall be responsible for restoring all vegetation removed within the *LOD* before Final Release with vegetation or materials

acceptable to the ARC. Thus, the LOD must be fenced using a 6' high temporary chain link fence wrapped in blue, green, or black privacy screen during the duration of Homesite construction. Posts should be placed close enough together to maintain the appearance and durability of the construction fence. Inspect the fence daily and repair or replace damaged areas of the fence immediately. Do not attempt to re-use fencing that has rips or is torn, as these areas require new fencing to be installed. The temporary fencing that encloses the building envelope must extend for the full street frontage so no.

Builders or workmen park in any section of the Homesite's Natural Area. Where construction of Homesite Improvements is necessary directly along the edge of the LOD; the ARC, in its discretion, may allow for a temporary construction encroachment if the Owner submits a written request to the ARC for pre-approval, and if the ARC approves such request.

The encroachment area is limited to the ARC approved area *and* the Owner shall revegetate the area of such encroachment promptly following construction. The Owner shall be responsible for ensuring that the fence which designates the site's LOD (and any accompanying waddle, etc.) is always properly maintained during the construction on the Homesite. When on the downslope or where erosion can leave the LOD, usage of silt fencing and waddle sacks will be required. Please refer to the state building code of site management compliance. Contact the ARC if assistance is needed to manage the run-off from the Homesite.

## **2.7 Temporary Driveway Installation**

Temporary asphalt driveways are preferred over gravel, they reduce the amount of debris on the Community roads. Benefit may come from recycling the asphalt into road base at the end of construction. If choosing gravel, make sure the area is compacted and place filter fabric on driveway a minimum of fifty feet in length and fifteen feet in width. Place coarse aggregate two to three inches in size to a minimum depth of six inches. Repair entrance and replace gravel as required to maintain sediment control on roadways.

The driveway must be inspected daily for loss of gravel/rocks. If adjacent roadway has sediment deposit, it must be removed from the road within two hours (shoveling and sweeping).

## **2.8 OSHA Compliance**

All applicable Occupational Safety and Health Act (OSHA) regulations and guidelines must be observed at all times by every Owner, Architect, Builder(s), or other Person related to the construction of Improvements on the Homesite with which these Persons are associated.

## **2.9 Construction Site Plan, Construction Schedule, and Construction Trailers**

As part of Architectural Review, Owners shall be responsible for ensuring that their Builder(s) attend a proper Pre-Construction Conference (see Architectural Guidelines *Section 6.16*), where the construction Site Plan and Construction Schedule (which were approved as part of the Final Plan Application; are reviewed and approved by the ARC Representative conducting such conference. The construction Site Plan must clearly identify all construction access points, all designated parking areas, all sanitary facilities to be used, and all approved access drives which relate in any way to construction activities on the Homesite.

The Construction Schedule shall include but not be limited to the following checkpoint times:

1. Proper LOD fence and construction sign installation
2. Breaking ground, trash receptacles and sanitary facilities onsite
3. Grading
4. Framing inspection(s)
  - a. Onsite Exterior Materials Sample Board with Specifications presented to ARC
  - b. Receive ARC Approval prior to exterior materials being ordered
5. Four-way inspection(s)
  - a. Final Landscaping Plan
6. Installation of final roof materials
7. Installation of landscaping and irrigation

All parts of the construction Site Plan and Construction Schedule shall be approved by the ARC during Final Plan Approval and during the Pre-Construction Conference. The option to have a trailer, size, type, and color of any construction trailer and/or portable field office must always be pre-approved by the ARC along with the construction Site Plan. Only after such approvals, may a single construction trailer or a single portable field office be located on the Homesite. Even after it has been approved, such trailer or office may not be placed on the construction Site any earlier than two (2) weeks prior to the actual onset of continuous construction activity. At the time the trailer or office is placed on the Site, temporary power and temporary phone line service shall be allowed until the time when utilities are available on the Site. Any construction trailer and/or portable field office may never remain on a single Homesite for longer than the lesser of six (6) months or the practicable amount of time it takes for the trailer/office to be moved into the Residence itself unless the Owner has submitted a prior written request to the ARC and has been issued proper ARC pre-approval for an extension.

## **2.10 Trash Receptacles and Debris Removal**

During each Homesite's construction period, such Site shall be kept neat and properly maintained, to prevent it from becoming a public eyesore or a detriment to Neighboring Properties. All Owners shall be responsible for seeing that all of their Builder(s) shall clean up *all* trash, debris, dirt, and mud *at the end of every day from the Homesite, Neighboring Properties, and roads*. A pre-approved trash receptacle with a proper cover must remain on the Site *at all times* to contain all lightweight materials and packaging. The covered trash receptacle must be sized properly (ARC determined) so it fits within the Homesite's LOD, and it must be positioned on the Site alongside the access drive so that it is contained within the Owners Property boundaries. Trash receptacles *must* be emptied on a timely basis to avoid refuse overflow. Trash disposal shall occur at a suitable facility which is off the Site. All Persons are prohibited from dumping, burying, and/or burning trash anywhere on the Homesite or Neighboring Properties. Heavy debris (i.e., broken stone, wood scrap, refuse concrete, etc.) shall be removed from the Site *immediately* upon completion of the work of each trade responsible for generating the debris.

All concrete washouts (from both trucks and mixers) must occur within the Homesite's Setbacks or LOD as determined by the ARC, in a location where it will ultimately be concealed by structure or covered by backfill. Washout occurring on Neighboring Properties is strictly prohibited. The Owner shall pay all clean-up costs incurred by the ARC in enforcing these requirements.

## **2.11 Sanitary Facilities**

Owners shall be responsible for seeing that their Builder(s) provide adequate sanitary facilities on the applicable Homesite for their workers during Site construction. Portable toilet facilities shall be located near the Homesite's LOD, shall be placed in a discreet location, and shall be properly maintained for sanitary purposes.

## **2.12 Vehicles and Parking**

Builder(s) vehicles should park on the Homesite within the LOD if possible and not on the paved surface of the roadway and/or cul-de-sac, so they allow continual, unconstrained access for normal traffic and emergency vehicles

(including fire trucks) and proper access to fire hydrants, and such vehicles are always subject to immediate towing if their parking becomes an issue.

Construction or related vehicles may never be parked in front of or on Neighboring Properties unless written permission has been granted by the property Owner and is on file with the Association.

Any oil changing or other vehicle maintenance is strictly prohibited. The particular Homesite Owner shall be responsible for restoring Damage caused to any native vegetation, revegetation, or roadway by parking along the street frontage. The ARC may, at its discretion, require such vegetation restoration by the Owner at any time during construction or as a precondition to passing the Final Inspection and Final Release step of Architectural Review for the Homesite.

## **2.13 Conservation of the Native Landscape**

During construction, trees which are to be preserved shall be marked and protected by flagging, fencing, and/or barriers. During the Pre-Construction Conference (detailed in Architectural Guidelines *Section 6.16*) or at any other time during construction on a Homesite, the ARC shall have the right to flag any major terrain features, plants, trees, and native vegetation which must be fenced for protection during construction.

Any trees, branches, and other vegetation which is removed during construction shall be promptly cleaned up, shall be immediately removed from the construction Site. Homesite must be promptly and properly revegetated where applicable or where the ARC, in its discretion, deems such revegetation is appropriate.

## **2.14 Grading and Drainage Requirements**

Owners shall be responsible for seeing that the following requirements are met by all Builders involved in construction on such Owner's Homesite, in order to accomplish effective erosion elimination on the Homesite:

1. Temporary run-off channels must be built to drain construction zones. Silt screens and waddle must be installed at appropriate locations on these channels. The screens should stretch across the channels and anchor to the channel bottoms with hay bales that are placed on the upstream side of the fabric. In some cases, temporary earthen berms or channeling ditches may be used in lieu of silt screens.
2. All storm drain inlet structures must be protected by a filter berm until the base course of pavement is installed or until the area is stabilized with vegetation.
3. All embankments constructed as part of cut/fill operations must be seeded, mulched, and irrigated at Landscape completion or at a time determined by the ARC.
4. All building Site areas must be seeded, mulched, and irrigated at Landscape completion or at a time determined by the ARC.

## **2.15 Excavation Materials and Blasting**

The Owner shall be responsible for providing written notification to the ARC *at least two (2) weeks* in advance of any blasting that will occur on a Homesite, and the Owner shall be responsible for providing the ARC with proof of all appropriate County approvals *prior to* any blasting which takes place in connection with such Owner's Homesite. Blasting shall only be conducted by licensed demolition personnel, who possess all requisite insurance coverages specific to the blasting activity they will conduct (as mandated by County and state statutory law).

The ARC shall have the authority to require the Owner to provide (prior to any blasting activity) written documentation which thoroughly explains all anticipated seismic effects, and which confirms the following:

5. Such seismic effects will in no way be injurious to other Persons or properties (either public or private)
6. All appropriate protection measures are in place (and shall be utilized) to prevent any kind of danger and Damage which could occur as a result of the blasting. As well, the ARC shall have the authority to require the Owner to provide (prior to any blasting activity) additional insurance to cover potential Damages the blasting could have to Neighboring Properties previously constructed Improvements, or elsewhere within the Community.
7. All excess material which results from blasting or excavation shall be removed from SkyRidge immediately.

## **2.16 Material Deliveries and Parking**

All building materials, equipment, and/or machinery required for any Improvements shall be delivered directly to the Site, and the materials shall remain within the LOD if possible.

The above requirement encompasses but is not limited to the following: all building materials, earth-moving equipment, trailers, generators, mixers, cranes, and/or any other equipment or machinery that will remain at SkyRidge during night hours.

As well, material delivery vehicles may never drive across Neighboring Properties to access a neighboring construction Site without the permission of the property Owner.

## **2.17 Dust, Mud, and Noise Control**

Owners shall be responsible for seeing that their Builders sufficiently control dust, mud, debris, and noise which occur as a result of construction on the Homesite. Dust, mud, and dirt shall also be controlled and kept on-site, using gravel, water trucks or similar methods. This requirement includes but is not limited to the removal of all dirt and mud (which is in any way a result of construction activity on the Homesite) from Neighboring Properties, public and private roads. Sounds coming from radios, or any other audio equipment used by Builders and/or any Persons on the Homesite during construction shall *never* be audible beyond the property line of any Homesite. At the ARC's discretion, repeated violations of this sound provision will cause a total prohibition of any on-site use of radios and/or audio equipment during construction on the Homesite.

## **2.18 Firearms and Weaponry**

The possession and/or discharge of any type of firearm or weaponry by Builders or other Persons is strictly prohibited on any construction Site or Neighboring Properties and shall warrant proper legal consequences.



## **2.19 Alcohol and Controlled Substances**

Consumption of alcohol and/or the use of any controlled substance by all Builders or other persons working on any construction Site or Neighboring Properties at SkyRidge is strictly prohibited and shall warrant proper legal consequences.

## **2.20 Fires and Flammable Materials**

The careless disposition of cigarettes and/or other flammable materials, any build-up of potentially flammable materials, and/or allowing any activity which could contribute to any kind of fire hazard are always strictly prohibited at SkyRidge. As well, any on-site fires (excepting small, confined, attended fires purported to heat masonry water and which have been pre-approved by the ARC) are prohibited on any property at SkyRidge.

At all times during construction, there shall be at least two (2) twenty (20)-pound ABC-Rated Dry Chemical Fire Extinguishers present and available in a conspicuous place on the Homesite where construction is taking place.

## **2.21 Pets and Wildlife**

Builders or other Persons shall never bring any pet(s) (particularly dogs) into the Community and shall not feed or otherwise inappropriately attract wildlife.

## **2.22 Preservation of Property**

Builder(s) or other Persons are strictly prohibited from using any Neighboring Properties as a means of transit and/or passage without permission of the Owner. Builder(s) and other Persons shall also refrain from parking on, eating on, depositing rubbish and/or scrap materials (including all concrete washout which may occur) on, and/or disturbing or damaging in any way any Neighboring Properties. The ARC may, in its discretion, appropriately fine such Builder(s) and/or Persons for participating in any such property destruction or Damage.

## **2.23 Protection of Subdivision Improvements and Restoration of Property**

Each Owner shall be responsible for completely protecting all Neighboring Properties Improvements and Property from all Damage and Damaging effects (no matter how small) caused by activities conducted by such Owner's Builder(s).

Upon the completion of construction of each Homesite, such Homesite Owner shall be responsible for seeing that the Builder(s) completely cleans the Site and repairs all property which has been affected and/or Damaged in any way, including but not limited to the following: restoring all landscape grades; replanting and/or planting shrubs; trees; and/or other vegetation as approved and/or required by the ARC; repairing all streets; roadways; driveways; pathways; drains; culverts; ditches; signage; lighting; fencing; and effects caused by Damage to Homesite or Neighboring Properties.

In addition to compensating Builder(s) for their work conducted to construct Improvements on a Homesite, the Owner of such Homesite shall be held financially responsible for Site restoration, Site re-vegetation, refuse removal, and all other repair to all adjacent properties when such Damage resulted from trespass, violations, and/or negligence by any Builder(s) working in connection with construction on the Owner's Homesite. The Owner shall be responsible for reimbursing the ARC for any repair and restoration necessary to cure such Damage as well, according to Architectural Guidelines *Section 7.9* below.

## **2.24 Construction and Real Estate Signage**

Temporary construction signs shall be limited to one standardized sign per site. A copy of the standardized sign requirements will be given out during the pre-construction conference. This sign is intended for homesite identification therefore, it must be located adjacent to the access drive and facing the street in front of the Homesite. The construction sign may be erected on a site with ARC approval prior to the onset of continuing construction activity and must be removed within two weeks of the issuance of a certificate of occupancy by the County, or immediately upon the passage of 30 calendar days without significant construction activity.

Standardized construction signs are required for all exterior construction projects and Residences within SkyRidge. The sign must be removed when construction is complete.

1. All standardized construction signs must be approved by the HOA. To ensure consistency, SkyRidge will produce and install the signs (Owners are responsible to pay for the costs associated with producing and installing the signs).

Only standardized real estate sales signs may be displayed within SkyRidge. The sign must be removed after the event or transaction is complete.

1. All standardized real estate signs must be approved by the HOA. To ensure consistency, SkyRidge will produce and install the signs (Agents are responsible to pay for the costs associated with producing and installing the signs).

## **2.25 Daily Operation**

Construction working hours shall be Monday - Saturday 7:00 a.m. to 7:00 p.m. Construction is prohibited on Sunday and Federal holidays; a list of all associated holidays is available upon request from the ARC.

## **2.26 Site Visitations**

Due to the inherent danger associated with any active construction Site, visitors to a Homesite during such Homesite's construction should be limited to Persons who are conducting official business relating to the particular construction activity on the Homesite, such as the following: the Homesite Owner; the Owner's Architect; the Owner's Builder(s); state, city and/or County building officials; security personnel; ARC Members or ARC Representatives; and sales personnel visiting the Homesite for business reasons.

## **2.27 Construction Insurance Requirements**

The Homesite Owner shall be responsible for seeing that all Builder(s) working on the Owner's Homesite provide evidence of appropriate insurance prior to entering SkyRidge. The ARC, in its discretion, shall have the authority to require each Homesite Owner to provide proof of all such insurance as a precondition to Construction Commencement on the Homesite.

Proper construction insurance is required for every Homesite and at the very least, such insurance must evidence the following:

1. Proof of insurance shall be evidenced in the form of a valid Certificate of Insurance naming both the Homesite Owner and SkyRidge as the certificate holders.

2. The insurance shall provide coverage which is not less than the applicable limits of coverage relating to comprehensive general liability, automobile liability, and workmen's compensation.
3. The insurance shall have minimum limits of liability which are not less than \$2,000,000 for general liability coverage.
4. General liability coverage shall contain provisions for contractual liability and provisions for broad form property Damage.
5. The Certificate of Insurance shall contain a provision which ensures a 30-day notice will be given to all certificate holders in the event of cancellation of insurance or any material change in the limits of insurance coverage.

### **3 – STANDARDS AND ENFORCEMENT**

#### **3.1 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 or Construction Regulations*. All such amendments and/or revisions shall be appended to and/or made a part of the *Guidelines or Construction Regulations* 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 or Construction Regulations* and/or any part 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.).

#### **3.2 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, Architect, Builder, 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, Architect, or Builder, 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 and/or formally approve by the ARC 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 Architects, Builders, and other Persons associated with Architectural Review and/or construction on such Owner's Homesite, complies at all times with *Guidelines*, with all applicable Construction Regulations, 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).

### **3.3 HOA Enforcement of Architectural and Construction Standard**

At any time, the ARC acting on behalf of the Board, may observe 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 during the term of this Agreement. 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.

Board and/or ARC failure to inspect, 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

### **3.4 Severability Clause**

If any provision of the *Guidelines* or any provision, section, clause, sentence, phrase, word, and/or the application thereof under any circumstance, is held invalid, the validity of the remainder of the *Guidelines* and of the application in any *other* circumstance of any such provision, section, clause, sentence, phrase, and/or word, shall not be affected thereby, and the remainder of the *Guidelines* shall be construed as though the invalid portion(s) are not included therein.

### **3.5 Delegation of Authority**

The ARC, on behalf of the Board, may delegate any or all of its Architectural Review 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.