

# SKYRIDGE

## PEGASUS DESIGN GUIDELINES

Site, Landscape, Architectural

APRIL 2026

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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 regional trail systems. Our lodge, golf course, equestrian center and clubhouse will provide homeowners with a broad range of world-class amenities. 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 well-proportioned 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 community which balances architectural innovation with a strong sense of place.

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 must 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 of designing mountain homes tailored to fit the unique landscape and topographic features of the Homesite. Before any Homesite Design is created, Architects, or designers must be ARC approved. Once approved, the Homesite Owner and Architect will have a Pre-Design Conference with a member of the Architectural Review Committee to ensure the concept follows 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 Approval by the ARC (Section 5.4) and completion of a Pre-Design Conference with the 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 Bond 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 shall be determined at 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 is a required step prior to obtaining a Wasatch County Building Permit. It is intended to ensure that all proposed designs comply with these Guidelines while integrating applicable Wasatch County Code, JSPA Code, and JRA Design Handbook requirements.

ARC approval does not relieve the Owner of responsibility for complying with all applicable codes and regulations. Following ARC Final Approval, the Owner must submit the approved plans to Wasatch County for permitting.

These Guidelines and the Architectural Review process apply to all residential construction and

site improvements within SkyRidge and do not apply to utility, commercial, or Declarant-constructed facilities.

The primary goal of the ARC is to uphold the quality, character, and design integrity of the community through consistent and impartial application of these Guidelines.

The Owner is responsible for completing all steps of the Architectural Review process. When submissions are complete and compliant, the review process is typically completed within 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, and shall demonstrate experience designing mountain and sloped-terrain Residences that integrate harmoniously with the unique landscape and topographic features of the Homesite. Applications and approval procedures are available from the ARC.
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 ten (10) cubic yards of material), 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 be 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 that must 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.

Home designs must embody "Mountain Architecture" whether Traditional or Regional Mountain, highlighting simplicity with a modern flair. The Design Guidelines focus on how each structure relates to the environment, 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 material 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 contributes to achieving these essential resort functions and ensures quality aesthetics and harmonious integration with the surrounding natural landscape.

Residences must be situated to take full advantage of solar angles and topography, while creating view corridors, pathways, gathering places, appropriate 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 (LOD), and two (2) landscape zones: the Private Area and Transitional Area as explained below.

Lot Owners shall 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 shrub outcroppings.

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

## **2.2 Setbacks, Developable Envelopes, and Public Utility Easements**

During the design development process of your Homesite plans, Owners and their design professionals shall ensure that SkyRidge’s design requirements 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 Developable 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 must be carefully considered during planning or proposed improvements on a Homesite. Each of these areas is restricted and must not 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 for providing 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 the proposed 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 limited to 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 experiencing challenges working within the permitted encroachment parameters may contact the ARC at [ARC@SkyRidgeParkCity.com](mailto:ARC@SkyRidgeParkCity.com) to request a meeting to discuss proposed design solutions for a Homesite.

With ARC approval, the Owner and the 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 as deemed appropriate by the ARC. *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 shall 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 must be contained within the platted Developable Envelope and must 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 or 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 must not exceed a total vertical height of five feet (5'-0"), measured from the lowest finished grade. Where greater height is required, terraced solutions with multiple tiers must be used. Each tier must be separated by a minimum horizontal planting area of three-foot (3'-0").

Retaining solutions requiring cumulative heights over ten feet (10'-0") must comply with Wasatch County requirements, which may require a conditional use.

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. Alternatively, wall lengths may be broken up with pre-approved metal planters. Even with breaks, the total length of a retaining wall may not exceed eighty feet (80').

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 must 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. SkyRidge encourages the incorporation of Xeriscaping in their landscape designs and utilization of species that minimizes water use.

Areas along the sides and rear of the Homesite that are disturbed by site development must 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 must 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. Owner shall be responsible for the repair of any resulting damage that may occur.

The clear-cutting of vegetation is not permitted; however selective pruning and/or the removal of trees and shrubs necessary for developing any Homesite may be permitted. Any cutting of trees or vegetation must be pre-approved by the ARC.

If an Owner removes vegetation without ARC approval, such Owner must be responsible for paying to promptly restore all vegetation removed with plant material approved by the ARC and may be subject to a fine imposed by the ARC.

Areas disturbed by site development must 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 shall 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 must be prioritized wherever possible.

The area around a project impacted by construction activity, defined as the Limit of Disturbance (LOD), must 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 jurisdictional authorities.

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 approved by the ARC.

## 2.7 Homesite Planning

Residences must undulate with the existing Homesite slopes. Engineered Building Pads and excessive excavation or fill must 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 to minimize the need for 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 that residential designs incorporate slope considerations so that the structure, including the roof, must step upward or downward with the site's natural slope. On sloped Homesites, artificial terracing that creates an engineered pad suited to accommodate a "flat" Homesite Design is prohibited.

Residences must respect the existing site's natural drainage routes and must not locate any type of structure across drainage swales 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 that 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 must take into consideration adjacent properties, whether vacant or developed, and ensure surface drainage is contained and/or rerouted on the lot and follows along property lines where feasible.

Whenever possible, where two driveways are located adjacent to each other, grading efforts must be coordinated to eliminate peninsulas of earth between driveways and to minimize duplicate retaining walls.

All ground floor levels on a Homesite must occur at a vertical elevation that allows for the final placement of backfill, walkways, driveways, and porches to produce positive drainage that moves water away from the structure in all directions. On hillside Homesites, the ARC encourages the inclusion of 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 shall 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'-0"), Owners must include structural engineered-stamped drawings details 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) must respond appropriately to eliminate site erosion. SkyRidge Construction Regulations outline the specific in-the-field grading and drainage requirements to which all Owners shall ensure their Builders comply, 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) must be submitted to the ARC prior to any site disturbance or construction activity.

## **2.9 Driveway Access**

Each Homesite within the Pegasus neighborhood must 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 must submit revised plans, accompanied by

applicable resubmittal fees. Such requests must 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 must 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, design 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.

### **Placement & Setbacks:**

- The nearest edge of the driveway shoulder must be no closer than ten feet (10'-0") from the nearest property corner line and the extended side property boundary.
- The nearest edge of the driveway entrance shoulder must also be located at least forty feet (40') from any street intersection, measured from the apex of the corner curb radius.
- Motor courts, parking courts, and turnarounds must be located entirely within the Developable Envelope. Driveways may widen inside the Developable Envelope to accommodate proper maneuvering, garage entry transitions, or additional parking.

### **Width, Materials & Slopes:**

- Driveways must comply with Wasatch County Fire Department and 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 sixteen-foot (16') paved vehicular surface must consist of integral-colored concrete (brushed or smooth), textured or stamped integral-color concrete, stone pavers, or integral-colored concrete interlocking pavers. The two-foot (2') decorative shoulders must use compatible or ARC pre-approved materials and must 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.
- Approved paving materials include integral-colored concrete (brushed or smooth), textured or stamped integral-color concrete, stone pavers, or integral-colored concrete interlocking pavers. Decorative shoulders must use compatible or ARC pre-approved materials. Asphalt, exposed aggregate concrete, loose gravel, untreated compacted material, or unbound aggregate are prohibited for any portion of the driveway or shoulder area.

- Driveway transitions and parking areas must not exceed five percent (5%) grade.
- The total driveway slope may not exceed twelve percent (12%) at any point.
- The first twenty feet (20') from the back of the curb or edge of asphalt must not exceed five percent (5%).
- Cross slopes must be limited to two percent (2%).
- Driveway curbs are not permitted unless specifically pre-approved by the ARC.
- Heated driveways are strongly recommended where slopes exceed ten percent (10%).

**Circular & Extended Driveways:**

- Circular driveways may be considered on larger Homesites, subject to ARC approval on a case-by-case basis. The driveway design must demonstrate integration with the natural terrain and effective response to existing grade and site constraints and must comply with all applicable Wasatch County building and fire code requirements. Driveways located at the rear of the property will have a separate driveway site review.
- When permitted, circular driveways must 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 must provide enhanced landscaping beyond the minimum baseline requirement: Driveways measuring seventy-five feet (75') to one hundred twenty-five feet (125') must provide one-and-one-half (1.5×) times the minimum required tree and shrub count; Driveways exceeding one hundred twenty-five feet (125') must provide double (2×) the minimum required planting 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 must 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 must remain within the Homesite boundaries and must not adversely impact adjacent properties or infrastructure. Driveway alignment must 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 functional and attractive vehicular access to the Residence.

Owners shall be solely responsible for ensuring that 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 ensure such extensions are routed within the LOD unless pre- approved by the ARC, while minimizing disruption to the natural landscape.

Utility trenches may 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 must 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.

Utility meters are not permitted on the front façade 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 used 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 must 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 is required on all Homesites. Required parking must be located 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 Privacy Walls, Fences and Gates

Garden or Privacy walls must be constructed of the same or complementary materials used on the Residence. Concrete walls must be finished on all exposed surfaces with the same natural stone used on the Residence.

Fences are not permitted within 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 must 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 must 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 suggested plant species for revegetation are limited, and the growth process is long; all reasonable measures to preserve existing vegetation shall be utilized.

All landscaping choices must be carefully considered during the Site planning phase of the Homesite Design. Each Homesite has a designated Developable Envelope and *LOD*, 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

Pegasus is intended to preserve a low-ambient nighttime environment and minimize light trespass between properties. All exterior lighting must be carefully controlled to protect Neighboring Residences, streetscapes, and the night sky.

Exterior lighting is permitted only within the Private Area and must be limited to essential safety and wayfinding purposes (walkways, entries, decks, and patios).

Lighting outside the Private Area is not permitted, except for approved street address identification signage, which may use a soft halo light fixture.

The following light types and locations are not permitted:

- Lighting for driveways, auto courts, and parking areas.
- Landscape lighting, including tree uplighting.
- Roof eave lighting.
- Wall-wash architectural lighting fixtures.
- Wall sconces with uplighting capability.
- Harsh interior lighting visible from outside the Residence that adversely impacts the dark-sky character.
- Fluorescent or other highly visible lighting inside a garage that is visible through open garage doors or garage door windows and creates excessive glare to Neighboring properties.

All exterior lighting sources must meet Dark Sky Ordinance requirements and must be pre-approved by the ARC. Fixtures must be fully shielded, down-facing, low-level, and of subdued intensity, and must be designed to prevent glare or light trespass onto Neighboring properties.

Exterior lighting must not project illumination above the top of the fixture, must not be used for architectural accent lighting, and must not be mounted higher than nine feet (9'-0") above the adjacent walking surface without prior written approval by the ARC.

The light source (bulb) must not be visible and must be contained within a recessed or shrouded fixture with frosted or heavily seeded glass.

Security lighting is intended to provide illumination of the area adjacent to a Residence during emergency situations. Security lighting is permitted only for emergency conditions, must comply with these standards, and must be activated by motion sensor or timed control. Continuous high-intensity illumination is prohibited.

Televisions or other outdoor screens or devices are considered light sources and must comply with Dark Sky 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.

Non-essential exterior lighting must be extinguished or dimmed after 10:00 PM.

Residential exterior lighting CCT must not exceed 2700 K.

### **Seasonal Lighting:**

- Temporary Seasonal lighting is permitted from November 1st to April 15th of the subsequent year and may be illuminated only between 5:00 PM and midnight (MST).
- Seasonal lighting must not interfere with the safe movement of motor vehicles or create dangerous glare conditions on adjacent roadways or properties.
- Chasing, blinking, or “icicle” lights are not allowed.
- Seasonal lighting must be maintained and not constitute a dangerous situation or fire hazard.

## **2.17 Signage and Address Identification**

Each Owner must install one (1) standard address marker at the Owner’s 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 must 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 must not produce glare or visual disturbance.

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 in lot sizes of 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 and 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.

Accessory Buildings and Accessory Dwelling Units must be located within the Developable Envelope.

## **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, must 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 must be completely screened and not visible from off-site views, including streets, adjacent Properties, trails and common areas. Screening must 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, the Owner must install an additional transformer or otherwise meet the service provider's requirements.

Screen walls must be constructed of ARC-approved materials and integrated into the architecture of the Residence. Landscape screening must consist of evergreen and/or deciduous plant materials selected from the SkyRidge Approved Plant List and must 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.

The Owner and/or Contractor must 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 must 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 must 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 must 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 must operate at a noise level that does not disturb Neighboring properties, and all pumps, motors, and heaters must be screened from view from 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 must 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 that the Owner will modify the installation at the Owner's expense after construction if necessary to achieve compliance.

Hot tubs and/or similar equipment are not permitted 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 must not be visible from the street.

## **2.23 Tennis, Pickleball, Sport Courts, and Basketball Goals**

Due to the extensive area required, tennis courts are not permitted. 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 hoops 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 permitted 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 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, must not be located within ten feet (10') of a Residence roof eave or perimeter wall.

The 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 utilizes some or all of the following design elements.

- Large floor-to-ceiling windows that blur the separation between indoor and outdoor spaces.
- Natural materials such as stone on interior and exterior walls and floors, detailed wood on floors, ceilings, and structural timbers.
- Large open living spaces and detailing showcasing wood or steel structural components to provide an industrial yet sophisticated modern aesthetic.
- 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.
- All building elevations must 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 forms, 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 or crawl spaces, must be included in the GFA measurement.

Single-story enclosed areas located entirely six feet (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 that is not entirely under 6' of natural or finished grade must 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 must 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 must be designed to create a harmonious relationship with the existing site contours, the street, and adjacent structures when viewed from all directions.

#### Overall Height:

- No building height shall exceed thirty-five feet (35’).
- Building height is measured as the true vertical distance from any point on the structure to the natural grade or finished grade directly below that point, whichever measurement is greater. Chimneys are exempt from the height limitations.
- Building height must also comply with the Wasatch County Code and applicable regulations.

#### Walls:

- To avoid the appearance of a continuous vertical wall plane and reduce visual mass, exterior perimeter walls must not exceed two stories, with a maximum twelve feet (12’) per story.
- No single wall may exceed forty feet (40’) in length without an offset or protrusion of at least four feet (4’- 0”) in the wall plane that creates a visually distinct offset in the perimeter vertical wall plane. Exception: For Homesites with a total lot area between 8,000 and 15,000 square feet, the required offset or protrusion may be reduced to a minimum of two feet (2’-0”).
- Elements such as windows and doors must be recessed a minimum of two (2”) inches from the exterior face of the perimeter wall finish materials, other than natural stone, to provide deeper relief to the building façades. A six-inch (6”) recess is required in exterior walls with a natural stone finish.

Articulation delineates different sections, defines their function, and contributes to more meaningful architecture. When well-articulated, a form such as an entryway clearly reveals 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.

- 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 must be approached with the same attention as is 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 to create visual interest and add depth via shadow lines. The placement, style, and scale of elements such as windows, doors, and different exterior materials establish a building's character, add richness, and enhance its sense of place.

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

### **3.5 Exterior Materials**

Building materials must reflect the natural mountain surroundings and complement the architectural style of the Residence. Materials must be authentic, durable, and of high-end quality appropriate to a luxury mountain environment.

Each Residence must incorporate three (3) approved exterior finish materials on the exterior perimeter walls, allocated in accordance with the AESA (Adjusted Exterior Surface Area) requirements below.

#### **Approved Exterior Materials:**

1. **Natural Stone** - Minimum 30% of AESA
  - Natural stone or natural stone veneer with a nominal thickness of 1½" to 6" is required.
  - Thin-cut natural stone is not permitted.
  - Smooth-cut stone is not permitted.
  - Stone installations must incorporate exterior corner pieces with a minimum 4" return to avoid the appearance of a veneer at exterior corners.
  - Exterior corners must be mitered or constructed with cut-stone L-shape corner units.

2. **Wood siding** - Minimum 40% of AESA

- Natural wood siding is required as the dominant material.
- The use of two (2) different wood species may qualify as distinct materials if the profile style, installation direction, and finish stain color are clearly differentiated.

**Pre-approved composition siding material (Wood Appearance)**

- High-quality composition siding products that are virtually indistinguishable from natural wood may be considered by the ARC to fulfill the wood siding requirement.
- Such products must have a porous wood-grain texture suitable for traditional stains or paints.

3. **Accent Materials** - Accent materials must provide architectural articulation and must not dominate the composition.

Metal cladding: (10% -20%) of total AESA.

Minimum 20-gauge metal panel thickness is required to prevent oil canning.

- Corten Steel.
- Blackened Steel.
- High quality Aluminum Composite Material (ACM) panels (dark colors only).
- Other metal cladding materials subject to case-by-case ARC approval.

Board-Formed Concrete: Limited to 10% of total AESA.

- Subject to case-by-case ARC approval.

Other ARC-Approved Accent Materials - Limited to 10% of total AESA.

- Subject to case-by-case ARC approval.

The ARC may evaluate AESA allocation adjustments for primary and accent materials on a case-by-case basis where the overall architectural composition achieves superior design integrity.

**Prohibited Exterior Materials:**

The following materials are not permitted:

- Cementitious Siding Products and Cement Board that do not have the appearance of natural wood.
- Board-formed concrete (except as approved above under Accent Materials).
- Wood Shingle Siding, Wood Paneling, Plywood Panels, and Round Logs.

- Thin Natural Stone, Cultured Stone, and Faux Stone.
- Colored Concrete Block, Exposed Concrete Block, and Split-Face Concrete Block.
- Aluminum, Vinyl, and Fiberglass Siding
- Brick and Modular Brick.
- Corrugated Metal, Reflective Metal, and other Reflective Surfaces.
- 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 community.

Exterior walls must comply with the approved Color Palette (**See EXHIBIT C**), 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 must be pre-finished with a non-reflective coating (powder coated, Kynar, integral material color) that blends with the primary materials on the Residence.

All selected exterior materials must be appropriate for a high-elevation mountain environment and maintain durability, long-term performance, structural integrity, and finish quality over time.

### **Submittal Requirements**

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).
- 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.
- Renderings must include proposed exterior finish building materials and colors, and existing and finish site conditions.

### **Exterior Materials Mock-up:**

Prior to receiving a Wasatch County Framing Inspection approval certificate, and prior to procurement and installation of the exterior finish materials, the Owners and/or their General Contractor must place an Exterior Finish Materials Sample Mock-up for final ARC review and approval. Samples of all materials previously pre-approved during the design process must be installed on the Mock-up for final approval. **See EXHIBIT C for details.**

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

### 3.6 Exterior Colors

Exterior walls Colors: Exterior walls must complement the medium colors 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 installed on the Mock-up for ARC review and approval 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 must be visually substantial to express structure, and foundation walls must be heavier and more pronounced. In a building that is well integrated with the Site, the foundation 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 must 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 six inches (6") above finished grade (when measured where the wall is highest above finished grade). Material covering the foundation wall may include natural stone, plaster/stucco, Corten, or blackened steel, and must always be in the same plane as the wall. Builders must install exterior finish material 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 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 is permitted as support structures for projecting elements from buildings. On a case-by-case basis, alternative materials may be permitted if they are pre-approved by the ARC, in its discretion.

### 3.8 Entrances

Entrances on Residences must be designed to human scale proportions; no entry opening may exceed a single-story height. Clean lines and restrained, understated entries are more appropriate

than entryways that are too ornate, monumental, or imposing. Home entrances that are part of a covered front terrace or porch are encouraged.

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

### **3.9 Entry and Side Doors**

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

Exterior man doors must be constructed of steel and/or wood. The primary treatment on wood doors must have the appearance of natural stained wood. Steel doors must have a natural patina finish or a factory-applied, integrated pre-finished coating system, subject to ARC review and approval. Field-applied painted finishes are not permitted on wood or steel doors.

All doors must 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 side 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**

At certain locations, SkyRidge promotes the use of expansive window systems that emphasize surrounding views while contributing to refined architectural expression. Windows provide the opportunity to create scale, proportion, and detail in 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 must avoid conditions where the glass surface occurs in the same plane as the exterior finish.

Windows in stone walls must be recessed a minimum of six inches (6") from the face of the stone to enhance the sense of mass and depth provided by the material.

Windows in other building materials must 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 must be incorporated to shade large glass areas and avoid reflective glare.

Window frames must be constructed of one of the following materials: thermally broken aluminum, steel, wood frames with exterior extruded aluminum cladding, fiberglass, or other composite windows approved by the ARC. Exterior colors must be natural tones consistent with Section 3.6.

Vinyl, vinyl composite, and white colored window frames are not permitted. Windows and finishes must 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 triangular window shapes are not permitted. Window heads must be shaped to match roof lines or remain level. Scissor trusses must not be visible from the exterior, and windows formed by scissor truss slopes that do not match the roofline slope are not permitted.

All skylights must be positioned on the roof in an organized pattern that aesthetically complements the roof design, rather than being arbitrarily placed.

All skylights must be flat and low-profile. Bubble-type, highly reflective, or white skylights are prohibited. Skylight placement must be reviewed and approved by the ARC.

### **3.11 Glazing Limits**

To reduce light pollution and minimize visual impact on the hillside, the amount of glazing on any individual wall plane must not exceed seventy percent (70%) of that wall's surface area.

A wall plane is defined as the area bounded horizontally by the exterior vertical corners of the wall in elevation, and vertically from the finished floor to the underside of a roof overhang or projecting deck above. Any offset of two feet (2') or greater is considered a separate wall plane. For purposes of calculation, glazing area must be measured to the rough openings and must include all window and glass door assemblies within the defined wall plane.

Elevation planes that are substantially protected by deep roof overhangs, decks, or similar architectural elements may exceed seventy percent (70%) at the discretion of the ARC, where shadow lines, architectural framing, and architectural recesses effectively mitigate light trespass and visual impact.

While limits are applied per plane, the ARC may also consider the overall glazing expression of the home to ensure it does not read as predominantly glass when viewed from the hillside or

Neighboring properties. Total glazing must not exceed fifty percent (50%) of the cumulative exterior wall area of the Residence, as measured by AESA.

Great rooms and primary bedrooms may be permitted to have larger, more continuous glazing, at the ARC discretion, for view capture purposes, provided the design meets the intent of grounding, architectural framing, and light mitigation outlined above, and it does not exceed fifty percent (50%) of the cumulative exterior wall area.

Floor-to-ceiling glazing walls that create a continuous, unarticulated glass façade are not permitted.

No individual pane of glass shall exceed fifty square feet (50 sq. ft.). Larger window assemblies must be subdivided with mullions or framing elements to maintain appropriate architectural scale and proportion.

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 visual impact.

### **3.12 Garage Entrances and Doors**

Garage entrances and doors must be designed and placed to be compatible with the Residence and surrounding area. Garage doors occupy a significant portion of the ground floor and can therefore have a major impact on the appearance of the Residence. To minimize this visual impact, garage doors must be integrated into the architectural design and include appropriate trim and detailing. Garage doors must not become the dominant façade feature. Garage doors must be recessed and integrated 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 façade” typically means the front wall of the building and must not include any porch.

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

#### **Garage Size and Configuration**

- Garages must accommodate at least two (2) automobiles and must be physically attached to the main Residence. Carports are prohibited.
- A detached garage is permitted on Homesites over 21,780 square feet and is limited to a home design that does not include an attached garage. A detached garage is subject to ARC approval on a case-by-case basis.

#### **Garage Door Materials and Appearance**

- Garage doors must be constructed of steel, wood, fiberglass, or wood composites.
- Doors must have a natural patina, a natural-appearing finish, or be factory-finished in natural tones.
- Doors that are primarily glass may have frames constructed of aluminum, steel, fiberglass, or wood, provided the frames are finished in natural tones.
- Garage doors must include windows to comply with the design guidelines. Windows must complement the architecture and be incorporated in a manner consistent with the overall design. Garage door glazing counts toward the glazing calculations outlined in Section 3.11.
- All glass in doors and garage windows must be frosted, tinted, or opaque to avoid light trespass.

### **Street-Facing Limitations**

- Only two (2) single garage doors or one (1) double-bay garage door (maximum eighteen feet (18') wide by nine feet six inches (9'-6") high) may face the street.
- Two (2) garage doors are not permitted on the front façade unless both are single garage doors.
- Two (2) double-bay garage doors, or a combination of a double-bay garage door and a single garage door, may be considered if they are located on separate building façade elevations, on a case-by-case basis, at the ARC's discretion.

### **Door Recess and Massing Requirements**

- All garage doors must be recessed one foot six inches (1'-6") from the face of the bump-outs at each side of the garage doors. 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.
- Front entry garage doors must be recessed a minimum of five feet six inches (5'-6") from the Residence front façade and must have a continuous roof eave extending a minimum of five feet six inches (5'-6") from the fascia to the face of the garage door.
- Side entry garage doors must be angled at a minimum of sixty (60) degrees from a line parallel to the street and must have a continuous roof eave extending a minimum of four feet (4') from the fascia to the face of the garage door.
- Rear entry garage doors must have a continuous roof eave extending a minimum of four feet (4'-0") from the fascia to the face of the garage door.

### **Recreational Vehicles**

- A recreational vehicle garage door must not exceed ten feet (10') wide and ten feet (10')

high and must not be discernible from the street. All other garage requirements shall apply.

- Larger custom-sized garage doors that are not discernible from the street may be permitted on a case-by-case basis at the ARC's discretion where a justifiable design need is demonstrated.
- Recreational vehicle garages may not face the street. Recreational vehicles must always be stored in the garage with doors closed.

Trash bins must always be stored in the garage with doors closed except on trash pickup days.

Garage entrances and doors must comply with all County requirements and applicable Governing Documents.

### **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 and must be designed accordingly.

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

Roof forms on sloping Homesites must follow the natural variations in the topography to integrate the building into the natural landscape.

Owners are responsible for compliance with the roof standards as part of the Architectural Review process. Each Residence will be reviewed on a case-by-case basis, with visibility being the primary criteria.

#### **Roof Lines and Massing:**

Disproportionately large or uninterrupted roof forms that create large unbroken expanses of roof area are not permitted. Secondary roofs must be used to break up large expanses of the primary roof and prevent continuous roof surfaces.

- Long, uninterrupted ridgelines greater than fifty feet (50') are not permitted unless the ARC determines that other building elements make the roof ridgeline less conspicuous.
- No single roof element shall exceed forty percent (40%) of the total roof area.
- No single roof element or plane shall exceed fifty feet (50') in continuous length along any edge, ridge, or plane without a vertical or horizontal offset of four feet (4'-0") that articulates the massing and reduces visual bulk.

**Roof Slopes:**

Not greater than 2:12	Flat roof limited to 30%
2:12 – 6:12	Single slope/Shed roof
4:12 – 6:12	Gable or Hipped roof
Greater than 6:12	Not permitted

**Roof Styles:**

The ARC strongly encourages the use of gables, hips, and/or shed roof styles of varying height to create articulated roof structures. Other roof forms or combinations of forms may be considered by the ARC on a case-by-case basis.

**Flat Roofs:**

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

Flat roofs are permitted when combined with pitched roofs but not as the dominant roof form and must be pre-approved during the ARC review process.

- A flat roof is defined as having a slope not greater than 2:12.
- Flat roofs must not exceed thirty percent (30%) of the total roof area (plan view). Decks on a flat roof must be included in the thirty percent (30%) flat roof allowance.
- Flat roofs must indicate positive drainage slope and direction on the ARC review drawings.
- Flat roofs, parapet walls, and flat roof overhangs located at the perimeter building walls and/or exterior patios or decks must not exceed twenty-three feet (23') in height, measured from finished grade to the top of the roof structure or parapet.
- All flat roof surfaces must be covered with an appropriate ballast material such as natural aggregate stone or pavers in ARC approved darker earth tones, or natural turf that blends into the local JSPA area environment.
- Parapet walls must be finished with complementary building materials. Stone ballast/pavers/turf must be contained by a parapet curb, not a thin metal edge.

**Single slope / Shed Roofs:**

Single-slope roofs used as the dominant roof form must have a minimum pitch of 2:12 and a maximum pitch of 6:12.

The high point of a shed roof must not occur at the exterior perimeter wall plane. At the discretion of the ARC, the following exceptions may be approved on a case-by-case basis:

- The shed roof follows the natural topography, and the supporting exterior wall at the high point does not exceed sixteen feet (16'-0") in height, measured from finished grade, or mitigated by an abutting roof plane or covered patio/deck.
- A secondary shed roof serving a primary suite or great room may be permitted, provided the higher shed roof slope is visually mitigated by an abutting roof plane or covered patio/deck.

#### **Gable or Hipped Roofs:**

- Gabled roof ridge lines must be limited to fifty feet (50'-0") in length without a minimum four feet (4'-0") offset.
- Dominant roof forms that are gabled or hipped must have a minimum 4:12 to a maximum of 6:12 pitch. Exceptions to this standard may be considered by the ARC on a case-by-case basis.

#### **Roof Eaves:**

Eaves are required to minimize glazing reflectivity, create shadow articulation on building walls, protect interior spaces from low winter sun glare, and reduce hazards from falling snow and ice.

- Sloping roof eaves must project a minimum of two feet (2'-0") beyond the exterior face of the perimeter walls. Flat roof eaves must project a minimum of three feet (3'-0") beyond the exterior face of the perimeter walls.
- All roof overhangs must remain within the platted Developable Envelope, except that for Homesites with a total lot area between 8,000 and 15,000 square feet, flat roof eaves must project a minimum of two feet (2'-0") and may encroach up to two feet (2'-0") beyond the Developable Envelope at the front and sides, and up to four feet (4'-0") at the rear.
- Flat roof areas incorporating parapets and no eaves, or secondary roofs with no overhanging eaves, may be approved at the discretion of the ARC on a case-by-case basis.

#### **Prohibited Roofing Structures:**

Mansard, A-frame, dome shapes, and/or other nonstandard roof shapes are prohibited.

Additionally, unique roof forms not typically permitted, such as butterfly or curved roofs, may be considered acceptable as an accent on lots 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 at the exterior perimeter wall plane.

### **Snow Safety Measures:**

Roof designs must include snow safety measures.

- All snow dump areas must 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 must be designed to prevent snow from shedding onto the primary 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 forty (40)-year warranty and an 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**

Use of passive and active solar design systems is permitted; however, active solar applications may easily result in excessive glare and reflection on surrounding Neighboring properties.

Solar applications may be approved by the ARC if the Owner demonstrates that the solar hardware is fully integrated into the overall home design, surrounding landscape, and is screened from Neighboring properties to sufficiently minimize and/or mitigate any reflectivity and visual impact associated with the solar panels.

Solar panels must be incorporated as an integral component of the original roof design and architectural composition.

Subsequent retrofitting or installation of solar panels on an existing roof and/or Residence design after initial construction is discouraged due to integration and visual compatibility concerns and must be approved by the ARC prior to installation.

Owners incorporating solar panels into their home design must include the layout and specifications with their Compliance Plan Application for the Homesite Design. This will enable the ARC to properly review how the system 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 must not be visible from the street fronting the Homesite.

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**

#### **Chimney Design**

Chimney masses must be well-proportioned and scaled appropriately to the mass of the Residence and must complement the overall architectural design of the home. Chimneys and roof mechanical equipment enclosures must be clad in natural stone, natural stone veneer, Corten, or blackened steel.

#### **Roof Penetrations and Mechanical Coordination**

The Owner and the Builder must coordinate with the Mechanical and Plumbing subcontractors prior to installation to ensure the feasibility of proposed and appropriate routing and roof penetration locations within approved chimney enclosures or architectural features.

All mechanical and plumbing roof vents and piping must be incorporated into the overall roof and chimney(s) design to be concealed from view.

Flues, vent stacks, roof-mounted mechanical equipment, and other penetrations must be ganged together within the fireplace chimney(s) and/or consolidated within as few false chimney or enclosure stacks as possible. The Architect/Designer must plan for mechanical chases and false chimneys during the design process. These stacks must be articulated as features on the roof with appropriate architectural detailing and finished in a dark, non-reflective color (black or similar).

Utility roof vents and piping penetrations within fireplace chimneys, cupolas, and 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 avoid concentrated vent clusters. Chimney flue piping/spark arresters and vent stacks visible within screened chimney caps must be painted black or a dark color. Colors must be non-reflective and harmonious with the finished 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.

## **Spark Arresters and Fire Safety**

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 I.C.B.O. approved spark arrester.

All metal spark arresters must be black in color and completely concealed from view within a properly detailed chimney cap and screened with black mesh or similar material.

## **Roof Penetration Plan Submittal**

Homesite Designs submitted to the ARC must include a detailed roof penetration plan depicting 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.

## **Fireplaces and Outdoor Fire Features**

To preserve the high quality of the mountain air at SkyRidge, the ARC encourages the use of electric, vapor, or natural gas fireplaces. However, each Homesite is allowed one (1) interior wood-burning fireplace which must include a spark arrester chimney flue cap.

Only natural gas outdoor fire pits are permitted. 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**

A covered front porch or front-facing patio or deck integrated as a primary architectural element of the Residence 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) may become the pedestrian-oriented entrance, rather than the typical garage-dominated design.
2. The home's entryway must 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 may provide 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, must be a visual element of the building's design.
6. Acceptable baluster and railing materials include:
  - Wood, vertical and horizontal
  - Metal, vertical and horizontal

- Glass or Plexiglass
  - Wood, metal, glass, and/or plexiglass combinations
7. 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. See section 2.13.

### **3.18 Animals and Dog Houses**

All dog houses and other permanently installed equipment must be integrated into the Homesite Design and meet all Governing Document requirements and be pre-approved by the ARC prior to 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 are permitted only in equestrian approved consolidated facilities.
2. No Homesites regardless of size shall have animal rights.
3. Constructed dog runs are not permitted.
4. Barns, sheds, corrals (other than those in the approved equestrian facility), or other related animal management structures are not permitted.
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 that occur before, during, and/or after Homesite construction must be submitted to the ARC for review and approval prior to construction.

### **3.20 Protection Systems**

Residences are encouraged to be equipped with alarm systems that monitor fires and gas leaks. Such alarm systems must be monitored and maintained by a reputable service provider at the Owner’s expense.

### **3.21 Exterior Sound Systems**

Outdoor speakers must be operated on 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 must be taken to preserve the rugged natural beauty that is 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 environment.

Decisions regarding the placement of the home and any outdoor hardscaped areas must be sensitive to the preservation of the existing natural environment on the Homesite. All trees, natural vegetation, and any other Homesite features should enhance the overall resort appearance of the Homesite. Since the variety of plant species available for revegetation is limited, and the growth process is long, every reasonable 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. the Private Area and the Transition Area. These zones will be identified for each Homesite during the Preliminary Plan Review. Examples of how to indicate these zones on Landscape Plans are available from the ARC.

### 4.1 Landscape Design Principles

Plant composition must reinforce the perception that the native mountain landscape extends throughout SkyRidge and toward 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 understory shrubs and groundcovers reminiscent of the surrounding mountain slopes is required. Plantings must be incorporated into the landscape design to create edges, frame and preserve views, soften building forms, and extend the mountain landscape character into each Homesite. Strategic planting is encouraged to frame, preserve and enhance views, while maintaining the integrity of the natural landscape.

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

During the ARC Plan Review process, the intended landscaping plan, vegetation, materials and quantities must be specified and located on the Landscape Plan. Owners must submit a Landscape Plan identifying vegetation, site wall materials, retaining wall materials, decorative landscaping materials, borders, and special features for ARC initial Compliance review. 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 to create a natural transition into adjacent native areas.

Care must be taken during the siting of the Residence on the Homesite to allow planting space for perimeter landscaping, without encroachment into native areas.

All areas of the Homesite that are disturbed by construction activity must be restored and revegetated and appropriately tended and irrigated until established. Planting and maintenance of the Transitional Area are the responsibility of the Owner.

The Transitional Area of the Homesite is the designated area in which the designed landscape transitions into the undisturbed native landscape of the surrounding site.

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

## 4.3 Private Area

The Private Area is the designated portion of the Homesite immediately adjacent to the Residence. This area may be screened from Neighboring Properties by low privacy walls, architectural elements, or plantings, within which an Owner may create a varied landscape when screening is necessary or desirable for visual privacy, including Hot Tub screening from adjacent neighbors and/or street view.

All proposed low privacy walls and plants must be approved by the ARC at its discretion.

## 4.4 Gambel Oaks

Protection of native Gambel Oaks on Homesites is imperative due to the limited transplant success and their high ecological value.

Prior to transplanting native plants, Owners must consult their Landscape Architect and/or an arborist to determine whether existing native plants can be preserved and to identify appropriate methods to maximize survival rates.

Stands of spruces, firs, and junipers must also be protected to the greatest extent feasible.

All native plants must 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 must be kept to a minimum. Appropriate use of turf must scale the lawn to the surrounding area and intended use. Maintenance and elimination of fertilizer and/or biocide use must be considered when locating lawns.

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

Alternatives to turf must be used when feasible. Effective alternatives to turf, that better maintain a natural setting, include wildflowers and shrub massing, for season-long color. In certain settings, wildflower reseeding may 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, must 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 permitted within planting beds. Extensive use of gravel or mulch for landscaping is not allowed.

The ARC retains discretion in determining the appropriate coverage area during 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 visible from adjacent lots or common areas.

## **4.6 Maintenance and Irrigation**

Owners are responsible to planting, irrigating, maintaining, and repairing all areas on their Homesite. Proper care and maintenance of vegetation is critical to the overall success of each Homesite's landscape character and health.

Owners are encouraged to require landscape contractors to provide a two (2) year maintenance guarantee after installation to ensure that plants are healthy, established, and replaced if they 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, 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. The Association shall have the right to levy an Individual Assessment against the Owner for all costs and expenses incurred in vegetating, caring for, maintaining, and repairing such landscaped areas.

A permanent irrigation method is required for all trees and landscaping in Private Areas and

Transitional Areas. Supplemental irrigation may be used as needed within Private Areas and Transitional Areas. 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 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 view corridors must be incorporated into the development of the Landscape 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., where side yard planting space is limited and the required ten-foot (10’) canopy clearance must be maintained, smaller caliper trees may be used at the ARC’s discretion.

#### 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 must submit a Site Plan with Existing Conditions and a Landscaping Plan showing 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 provide the basis for evaluating the feasibility of proposed Site and Landscaping Improvements. As the Architectural Review process progresses, this information ensures that the ARC can accurately evaluate how the proposed Site, grading, and Landscaping Improvement Plans relate to and complement the original natural character of the Homesite.

Where there is a home built on the abutting Owner's property, finish grades of the new Owner's property must align with the abutting Owner's finished grades to ensure positive water drainage flow off the front or rear of their respective properties and not onto 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 must meet the criteria of these Guidelines, Construction Regulations, and all applicable Governing Documents.

The Owner must 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, must 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 must 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 must 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 must 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 must 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) must 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 must 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 must 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 must 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 must 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 must 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 must 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 must 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 motor court, 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 must 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 must 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 must 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 and deliver the requisite Performance Bond 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 Bond Agreement, Performance Bond, 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 is 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 must ensure a Pre-Construction Conference is held prior to the start of construction (as discussed in Section 5.17).

## **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 twelve (12) months following such ARC Approval, the Owner must 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

Prior to, or concurrent with, Wasatch County Framing Inspection approval, the Owner shall install an Exterior Finish Materials Sample Board, including all required specifications, along with a copy of the ARC-approved stamped Finish Materials sheet, within the garage at the Homesite for final ARC review and approval. No exterior finish materials shall be procured or installed until such approval has been granted.

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 must 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 Color Palette.

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

The final material choice and/or color selection must 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 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 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 must be specified during the Review Process 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 Bond 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 must complete the following:

### **Execute Performance Bond 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 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 is required to deposit a Performance Bond 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. Contemporaneous with the execution of the Performance Bond Agreement by the Association, Owner must pay a Performance Bond (the "Deposit") in the amount of Forty Thousand Dollars and Zero Cents (\$40,000.00) to SkyRidge Mountain Community Association. The Deposit must 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 hereby agrees 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 must 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 must 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 ARC Review Fee, ARC Resubmittal Fee and Performance Bond are as follows

ARC Review Fee	\$10,000.00
ARC Resubmittal Fee	\$1000.00
Performance Bond	\$40,000.00

The Fine fee schedule (Exhibit H: SkyRidge Mountain Community Association, Inc. Architectural Review Guidelines Fine Schedule July, 2024)

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 must 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 must immediately deliver written demand for, and the Owner or Guarantor must 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 must 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 Bond Agreement within the time frames set forth for compliance herein or in any notice issued by the Association, Owner and Guarantor must 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 must 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 must 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, will be reviewed. For lots where a SWPPP is required by Wasatch County, a copy of the county-approved Stormwater Pollution Prevention Plan (SWPPP) must 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 must 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) must be confirmed at this Conference; and the utility equipment location, buffering, 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 must 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.

**No framing may commence until the ARC approves the certified foundation height and location survey in writing.**

## 5.19 Construction Commencement and Completion

If the Owner fails to complete any of the requirements detailed in Construction Regulations 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 must 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 of Occupancy is acquired after October 31<sup>st</sup>, within the current construction year, all required landscaping on the Homesite must 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 must 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 are 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 necessary remediation methods to cure 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 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 must 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 must not constitute ARC approval of work in progress on such Homesite, nor must 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 must 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 must 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 must 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 must automatically forfeit to the Association. In the case of a Homesite for which a Notice of Noncompliance has been issued, the Deposit must 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, must be both properly submitted to and approved by the ARC prior to making any such changes and/or additions. Owners or their Builder must 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 must 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 must 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 must 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 must 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) must be distributed to all Homesite Owners involved in any phase of Architectural Review.

The Architectural Review Fee must 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 must be responsible to pay at the time such Owner is charged the Fee by the ARC. The ARC must 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 must 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 must 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 must 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 must 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 must also be the address where copies of all Governing Documents are kept. The Board and SkyRidge must be located at the same mailing address unless otherwise specified-

The address of SkyRidge Mountain Community Association must 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 must 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 must 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, must 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 must operate according to the following procedures:

1. The ARC must meet from time to time as deemed necessary, in its discretion, to thoroughly perform all of its duties. Where applicable, the ARC must properly make the dates and times of Architectural Review meetings known to appropriate Persons.
2. The majority vote of the ARC must constitute an act by the ARC. The ARC must 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 must serve as a Record of all material actions taken by the ARC.

## **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 must 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 must have the authority to amend and/or revise any portion of the Guidelines. All such amendments and/or revisions must be appended to and/or made a part of the Guidelines as appropriate. As well, the Declarant, at its discretion, must 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 must 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 must 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 Bond 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 must be construed and enforced as if it had never comprised a part of these Guidelines and the remaining provisions of these Guidelines must remain in full force and effect and must 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) must 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 BOND 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

**EXHIBIT H:** FINE SCHEDULE

The Architectural Review Application, Performance Bond 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 rough 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 6.1 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 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 Design Guidelines.

**Final Release:** the final phase of Architectural Review (as described in Section 5.21 herein), which merits the completion of the Performance Bond Agreement and return of the Notice of Voluntary Lien or Release of Voluntary Lien, and the Performance Bond, 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 Bond (referred to herein as “Deposit”):** the Performance Bond which is defined in Section 5.15 herein Performance Bond 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.