

ARROYO CROSSING - DESIGN GUIDELINES

Pursuant to Article IV of the Master Declaration of Covenants, Conditions, Restrictions and Easements for Arroyo Crossing (the Neighborhood), the Architectural Review Committee (ARC) for Arroyo Crossing does hereby adopt the following Regulations & Standards this ___ day of _____. 2020.

1 GENERAL REQUIREMENTS

1.1 ARC Approval Required. No exterior improvements, modifications or other exterior work shall take place upon any Lot except in compliance with these Regulations & Standards as determined by the ARC.

1.2 Exceptions from ARC approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

1.3 Fees. The ARC may establish and charge reasonable fees for review of applications and may require such fees to be paid in full prior to review of any application. Such fees may include but are in no way limited to the reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. At the time of application, a current fee schedule will be provided by the ARC.

2 DESIGN REVIEW

2.1 Submission of Plans. The following shall be submitted to the ARC for consideration: (a) an electronic set of building plans (including floor plans and elevations); (b) a site plan showing all site improvements including grading, drainage, permitted structures, fencing and walls, and complete hardscaping and landscaping plans; (c) any required application fee; and (e) exterior finish selections, such as a sample board setting forth all exterior building materials and color schemes as the ARC deems necessary. No work shall commence without written authorization from the ARC.

2.2 Procedural Rules and Regulations. The ARC may adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties.

2.3 Rights of Approval. In reviewing each submission, the ARC may consider any factors it deems relevant, including, without limitation, suitability of the proposed building, the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony of external design with surrounding structures and environment, and the effect of said building, or other structure so planned, on the outlook from adjacent or neighboring property. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements. The ARC shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations shall not be subject to review so long as they are made in good faith and in accordance with the procedures set forth herein.

2.4 Time Frame for Action. The ARC shall make a determination on each application within 30 days after receipt of a completed application and all required information. The ARC may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. However, no approval, whether expressly granted or deemed granted, shall be inconsistent with the Regulations & Standards set forth herein unless a written variance has been granted.

2.5 Non-Liability; Indemnification. These Regulations & Standards are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Neighborhood; they do not create any duty to any person or entity. Review and approval of any application pursuant to these Regulations & Standards is made on the basis of aesthetic considerations only, and the ARC shall not bear any responsibility for ensuring the structural or mechanical integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Declarant, the ARC, the Association, the Board, any committee, or member of any of the foregoing shall not be held liable for soil conditions, drainage or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction or modifications to any Unit. In all matters, the Declarant, the ARC, the Board, and the members of each shall be defended and indemnified by the Association as provided in the Governing Documents

2.6 No Waiver of Future Approvals. Each Owner acknowledges that the persons reviewing applications under these Regulations & Standards may change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Regulations & Standards, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features until work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the ARC may refuse to approve similar proposals in the future. Approval of applications or plans, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

2.7 Variances. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. No variance shall (a) be effective unless in writing; (b) be contrary to the intent of the Master Declaration or these Regulations & Standards; or (c) preclude the ARC from denying a variance in other circumstances.

3 DESIGN RESTRICTIONS, STANDARDS AND GUIDELINES

3.1 Purpose, Intent and Vision. In order to promote a harmonious community development and protect the character of the Neighborhood, the following guidelines, together with any guidelines hereafter established by the ARC, are applicable to the Neighborhood. The ARC's vision is of an eclectic neighborhood of environmentally sustainable buildings that fosters neighborly interactions. The intent of these guidelines is to embrace architectural diversity and creativity and each building's design should be unique while also responding to and complimenting surrounding

natural features and other buildings. In accordance with this vision and intent, these guidelines do not specify acceptable colors, materials or architectural styles. Instead, proposals shall include a short narrative explaining how the proposed style, materials and colors achieve the ARC's vision and the intent of these guidelines as described above.

3.2 Building size. The intent is that the surrounding natural landforms remain the dominant visual image. In keeping with this philosophy the following guideline are given.

3.2.1 Consider and respond to natural landforms and existing landscapes

3.2.2 Low profile homes that facilitate views of surrounding natural features are encouraged

3.3 Street-facing facade. Front porches, stoops, patios, large windows or other such features should be incorporated and emphasized on the street-facing side of the building in order to encourage neighborhood engagement.

3.4 Driveways and Sidewalks. Driveways shall be constructed out of cement, brick, concrete, or interlocking pavers and may be constructed out of gravel or crushed rock upon approval by the Grand County Road Supervisor and issuance of an encroachment permit per County Code. Driveways shall not be designed to be the primary pedestrian access to the home. Driveway shall be sufficiently sized so that a typically sized vehicle can park fully within the driveway area and not protrude onto the public sidewalk or street.

3.5 Garages and carports. Garage doors and carports shall not be nearer to the street than the entryway or front door of the home. Additionally, the prominence of garage doors and carports shall be minimized by use of one or more of the following design strategies: tandem parking; detaching the garage to the rear of the property; placing garage door on a wall perpendicular to the street, such as in a courtyard garage layout; providing a second story above the garage with windows, a balcony or other features; other design strategies as approved by the ARC.

3.6 Fencing and Walls. The materials and colors of any perimeter lot fencing and/or walls shall be consistent and complimentary to the exterior materials and colors of the building. Retaining walls are restricted to a maximum height of three (3) feet, unless otherwise approved by the ARC. The ARC may condition approval of a retaining wall higher than three (3) feet on the wall being tiered and/or landscaping being installed to hide the retaining wall. No chain link, untreated wood, plastic or vinyl fencing materials are allowed. Fencing along the sidewalk and along the side yard from the street to the setback line of the building shall have a maximum height of three (3) feet and shall be of a design that allows fifty percent (50%) visibility through the fence. For example, a front yard fence with six-inch-wide panels each spaced three inches apart would have thirty-three percent visibility and therefore not be allowed.

3.7 External Illumination. To support initiatives in support of dark skies by reducing light pollution, exterior lighting should be minimized and designed in accordance with the Grand County dark skies outdoor lighting ordinance. Interior light sources visible from the exterior of the building shall be shaded. Unnecessary exterior lighting that is nevertheless compliant with County ordinance shall not be allowed.

3.8 Satellite Dishes, External Antennas. All satellite dishes or external antennas of any kind must be located in the attic or interior space of the dwelling or otherwise screened from view by a material or structure whose materials and colors shall compliment the building. Roof mount satellite dishes are not allowed unless specifically approved by the ARC.

3.9 Solar Panels. The use of solar panels is encouraged as part of Arroyo Crossing's commitment to sustainable development.

3.10 HVAC and Other Equipment. Where possible, air conditioning, heating, or any other type of external equipment shall be screened or sunk from view so as not to be visible from any other Lot and shall be insulated for sound attenuation. The ARC may grant exceptions to this rule to accommodate energy-saving or environmentally sustainable external equipment. Window hung air conditioning units are not permitted.

3.11 Accessory Structures. All accessory structures must be approved by the ARC and shall be consistent with or complimentary to the design of the primary structure.

3.12 Other Accessory Items. Any other Accessory Items not otherwise specifically set forth herein, such as; fountains, ponds, sculptures, flagpoles, sports and play equipment, window boxes, planters, or any other item, structure or component of any kind which is visible from any other Lot is subject to the approval of the ARC.

3.13 Utility Meters. Utility meters shall be placed in as inconspicuous a location as possible. Locations of meters are to be shown on the plans, and meters shall be screened from view to the greatest extent possible from any other Lot. All exposed exterior piping and boxes must be painted to match surrounding exterior colors of the home.

3.14 Garbage Storage. Garbage shall be placed in proper containers. Where possible, a location for garbage containers shall be provided that minimizes their visibility from other Lots by either screening, setting containers in the rear yard or other such strategies.

3.15 Parking. Vehicles of all owners and residents are to be kept in parking spaces or garages of Lot owners. By way of illustration, each Owner must maintain his or her garage such that it is capable of parking the number of vehicles for which it is designed and if a garage stall is vacant it must be utilized before parking in the driveway, court, or street. Garage doors must remain closed, except when necessary for the ingress and egress. Recreational Vehicles may be parked in a home's parking area in preparation for or return from use for a twenty-four (24) hour period but shall not be parked in the street or any common area.

4 LANDSCAPING

4.1 Landscape Plan. Landscaping shall be completed in accordance with the landscape plan submitted to and approved by the ARC prior to framing inspection of the home. The approval of any landscape plan or design by the ARC is solely an approval of the plan or design for aesthetic purposes and is in no way an approval of the design for drainage or other issues, which are the sole responsibility of a Lot Owner to address and ensure in accordance with applicable law and prudent engineering practices. Owner will be responsible to comply with any and all provisions for water conservancy as set forth by the Grand County Water Conservancy District.

4.2 Completion. Front and side yard landscaping shall be complete prior to occupancy of the Unit. Rear yard landscaping shall be complete within 6 months of occupancy. The ARC may grant a single extension to these timing requirements not to exceed 4 months for weather-related delays.

4.3 Gardening. Gardening is encouraged provided that gardens and planting areas are continuously maintained and do not become vacant areas that allow for the growth of noxious weeds.

4.4 Plants and Vegetation. Turf or grass shall only be allowed if the building has an operating greywater system in place and no more than 25% of the landscaped area may be turf or other water-intensives ground covers. Except for gardens used for food production, the remainder of the landscape

shall be predominantly xeriscaped with native or adaptive but non-invasive plant species. Artificial turf or grass is allowed subject to the approval of the ARC. Each lot's landscape plan shall include at least one shade tree of an adaptive, non-invasive species.

5 ENVIRONMENTAL SUSTAINABILITY

5.1 Zero Energy Ready. The ARC will give preference to architectural plans which comply with the DOE Zero Energy Ready Home Requirements. In brief summary, these requirements cover thermal enclosure, HVAC, water efficiency and conservation, home sizing, energy efficient appliances, high-performance windows, comprehensive indoor air quality, and solar PV-Ready.

5.2 Environmental Sustainability Building Standards. There are several green building rating and certification systems that encourage a healthier relationship between nature and human development. Proposals designed to achieve one or more of the three standards below, or other standards deemed acceptable to the ARC, will be given priority over proposals that do not include such sustainability goals.

- 5.2.1 HERS (score of 50 or lower, before Solar PV) The home is 50% more efficient than a standard new home and 80% more efficient than the average resale home.
- 5.2.2 DOE's Energy Ready Home The U.S Department of Energy's Zero Energy Ready Home, as described above.
- 5.2.3 Energy Star certified homes and apartments include high-efficiency heating and cooling, complete thermal enclosures, water protection systems, and efficient lighting and appliances.
- 5.2.4 Other Sustainability Measures. If the proposals is not designed to meet any particular standard, the applicant shall provide a list and description of sustainability features to the ARC.

5.3 Solar rights. Proposal shall demonstrate how, to the greatest reasonable extent, the massing of the building and other improvements do not inhibit passive solar heating or block solar panels from sunlight.

5.4 Passive Solar Gain. Proposal shall demonstrate how the design of the building, the landscaping and site achieve passive solar gain to reduce heat gain in the summer and maximize solar heating in the winter. Strategies should include roof overhangs, window size, orientation, aspect, materials and other such strategies.

5.5 Greywater. Buildings shall be greywater-ready by designing greywater accessibility points (stub-outs, access points, dual plumbing, or pass-through plumbing) so that the graywater drains are accessible and able to be diverted into a graywater irrigation system. Preference will be given to proposals that include a fully functioning greywater system.

5.6 Locality. Preference will be given to proposals that incorporate place-based solutions and contribute to the expansion of a regional economy rooted in sustainable practices, products, and services through the following:

- 5.6.1 Local materials: Preference shall be given to proposals with 50% or more of the materials construction budget coming from vendors located within 300 miles, and further preference shall be given to companies with 50% or more of the materials construction budget coming from vendors located in Grand and San Juan County.

5.6.2 Local Companies: Local Developers and Builders will be given preference as follows: highest preference will be given to companies located in Grand and San Juan County, followed by companies licensed in Utah, then by those located within 500 miles of the project site.

6 ENFORCEMENT

6.1 Fines and Penalties. The ARC may levy a fine or penalty of up to Fifty Dollars (\$50.00) per day against any Owner who fails to comply with these Regulations & Standards. The ARC shall provide five (5) days written notice and opportunity for the Owner to cure the violation prior to levying such fine or penalty; provided, however, that no such notice needs to be provided for a continuing violation. All fines and penalties levied and attorney fees, expenses, and costs incurred in collecting such fines and/or penalties shall constitute a lien on the Owner's lot or property, and shall also be a personal obligation of the Owner, enforceable at law, until such payment is made.

6.2 Action to Abate or Enjoin. In addition to levying fines or penalties, the ARC may initiate legal action to abate or enjoin any violation of these Regulations & Standards. The ARC shall be entitled to an award of its reasonable attorney fees, expenses, and costs incurred in pursuing such legal action.

6.3 Cumulative Nature of Remedies. The remedies provided for herein shall be deemed cumulative. Enforcement under this provision shall be in addition to any mechanism of enforcement provided in the Declaration or by applicable law.

7 GENERAL PROVISIONS

7.1 Amendment. The ARC shall have sole and full authority to amend or supplement these Regulations & Standards at any time. Any amendments to these Regulations & Standards shall be prospective only and shall not apply to modifications or structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to these Regulations & Standards, and such amendments may remove requirements previously imposed or otherwise make these Regulations & Standards more or less restrictive. In the event the Declarant is not acting as the ARC, no amendment or supplement made by the ARC to these Regulations & Standards during the Declarant Control Period shall be effective unless the Declarant provides its prior express written consent to such amendment, which consent is within Declarant's sole and absolute discretion.

7.2 Implied Rights; ARC Authority. The ARC may exercise any right or privilege given to it expressly by the Governing Documents and these Regulations & Standards, or reasonably implied from or reasonably necessary to effectuate any such right or privilege.

7.3 Notices. Any notice required under the provisions of these Regulations & Standards to be sent to any Owner shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Owner. Lot Owners shall be responsible for providing their addresses to the ARC, and, unless otherwise indicated by a Owner, the address for notice to Owners shall be the mailing address designated on the Owner's Lot.

7.4 Construction and Severability. All of the covenants, conditions, and restrictions contained in these Regulations & Standards shall be construed together. Invalidation of any one of said restrictions,

covenants or conditions, or any part thereof, shall not affect the enforceability or applicability any of the remaining restrictions, covenants or conditions, or parts thereof.

7.5 Interpretive Conflicts. In the event of any conflict between the provisions of the Declaration and these Regulations & Standards, the provisions of the Declaration shall control.

7.6 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

7.7 Waivers. No provision contained herein shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations that may occur.

7.8 Topical Headings. The topical headings contained herein are for convenience only and do not define, limit, or construe the contents of these covenants.