



**ARCHITECTURAL GUIDELINES  
Lots and Estate Lots at Deer Mountain  
Plat 2 (Including Keetley Station Town Homes), Plat 3 and Plat 4**

**January 2015**

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**THE HOMES AT DEER MOUNTAIN HOMEOWNERS ASSOCIATION  
ARCHITECTURAL GUIDELINES**

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**ARCHITECTURAL GUIDELINES**  
**Lots and Estate Lots at Deer Mountain**  
**Plat 2 (Including Keetley Station Town Homes), Plat 3 and Plat 4**

In accordance with the Protective Covenants, the Articles of Incorporation and By-Laws of the Homes at Deer Mountain Homeowners Association (“HOA”), the HOA Architectural Control Committee (“ACC”) is responsible for approving all plans, specifications and site plans before the commencement of any construction within the HOA. The Architectural Guidelines set forth herein (“Guidelines”) shall regulate the ACC’s actions regarding HOA construction and exterior improvements. The Guidelines will govern the design, construction and maintenance of all homes, including exterior improvements, in the Deer Mountain Subdivision in Plats 1, 2, 3 and 4 (collectively, “Subdivision”). The Guidelines will govern the maintenance of all lots, improved or unimproved, in the Subdivision. The HOA will enforce the Guidelines to the maximum extent necessary to advance the interests of the HOA. The HOA Board of Trustees will amend the Guidelines as needed. Before submitting plans subject to these Guidelines for approval, owners of property within the Subdivision (“Owners”) are required to check with the ACC or the Board of Trustees for the most recent version of the Guidelines, which generally are published at [Deermountain.info/](http://Deermountain.info/)

The Guidelines are designed to help the HOA:

- Promote a desirable and attractive Subdivision where the rights of neighbors, Owners and existing homes and neighborhood amenities are protected
- Ensure the residential community complements the natural beauty of the surrounding area
- Protect and enhance the property values of all lots and homes in the Subdivision as well as establish and maintain a clean and orderly residential environment for Owners
- Ensure Subdivision homes are compatible with the surrounding area
- Provide guidance for Owners regarding home construction, exterior improvements and maintenance of existing properties (unimproved and improved)

**A. DEFINITIONS**

1. “ACC” shall mean the Architectural Control Committee of The Homes at Deer Mountain Homeowners Association created pursuant to the Master Declaration of Covenants, Conditions and Restrictions of Deer Mountain Resort Subdivision.
2. “Board of Trustees” shall mean and refer to the governing board of the Master Association, filed with the Utah State Department of Commerce, Division of Corporations and Commercial Code.
3. “Building Footprint” is defined as the ground area within the perimeter of the foundation of the building. It includes all garages, indoor pools, sport courts and covered decks attached to the house.
4. “CC&Rs” shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for The Homes at Deer Mountain Homeowners Association.

5. "Common Areas" shall mean and refer to those parts of the Subdivision, which are not included within the lots. The Subdivision Plats identify the Common Areas.
6. "Exterior improvements" shall mean any structure or appurtenance thereto of every type and kind, including but not limited to walkways, gutters, curbs, pipes, sprinkler pipes, conduit, garages, room additions, patio covers, spas, recreational facilities, roads, driveways, parking areas, fences, walls, screening walls, retaining walls, stairs, decks, patios, porches, balconies, chimneys, antennas, roof-based solar panels, edges, windbreaks, poles, signs, exterior air conditioning and water softening fixtures or equipment, plantings, planted trees, shrubs, flowers, plants and other vegetation, landscaping of every kind, nature, or description, whether temporary or permanent, excepting personal possessions or equipment within, or usually within, a structure.
7. "Lot" shall mean and refer to any of the separately numbered and individually described parcels identified on the Plat intended for use and occupancy as single-family residences.
8. "Natural grade" shall mean the elevation of the original or undisturbed natural surface of the ground, prior to any manufactured disturbances, of any type, at any time. In the event of the natural grade of a lot is unable to be determined by physically inspecting the lot, Wasatch County has records which indicate the natural grade for each lot in Deer Mountain and can be used to determine the natural grade of the lot.
9. "Owner" shall mean each individual and/or entity owning a Lot. The official records of Wasatch County evidence such ownership. When referencing activities on improved or unimproved properties, "Owner" shall mean the individual and/or entity owning a Lot and the Owner's representatives, including, but not limited to builders, engineers, and designers.
10. "Plat" shall mean and refer to the Record of Survey Plat Maps recorded from time to time for the Deer Mountain Resort Subdivision in the official records of the County, and all amendments and supplements thereto.

#### B. GENERAL

1. The ACC discharges its responsibilities by requiring that all construction and development of any kind, including, but not limited to, new house construction, exterior remodeling, exterior additions, exterior painting, fencing and landscape development be formally reviewed and approved by the ACC prior to, during construction and at the conclusion of construction. The ACC will take into consideration the size of the equipment needed to construct any of the above in making their decision whether they need to review the project or not. Generally, routine landscaping without the use of excavation equipment will not require a review by the ACC.

Lot owners, builders, and their architects should carefully review these regulations and incorporate them into their residence designs. They are encouraged to review applicable Covenants, Conditions and Restrictions pertaining to their lot.

2. Owners must pay all existing dues, assessments and any other costs assessed against their before any plans subject to these Guidelines will be reviewed for approval. The property must be free of any HOA liens.

3. When making an application to build a home, the owner/builder must include a fully completed application form along with a \$2,500 construction maintenance deposit, a \$3,000 landscaping deposit and a \$10,000 compliance deposit. Owner/builder must receive an approval letter from the ACC before submitting plans to the Wasatch County Building Department. Wasatch County will not review plans without a prior signoff from the ACC.
4. The Owner will provide a sign on the lot at the beginning of excavation. The sign will display the building lot number, lot address, names of homeowner and builder and shall remain visible throughout construction until the home is completed. Park City Signs (435-649-1235) has provided signs in the past and has the approved Deer Mountain template. This construction sign, and one (1) sign offering the property for sale, will be the only signs allowed on the lot. Real Estate signs shall use a wooden post structure approved by the HOA Board and ACC. "For sale by Owner" signs, while permitted, are to be made by Park City Signs (or another vendor approved by the ACC) and will follow the same guidelines as realtor signs.
5. To the maximum extent possible, construction related autos, trucks and equipment must be parked in an orderly manner on the construction site. If street parking is required due to logistical constraints, vehicles and equipment are to be confined to the same side of the street as the lot and construction. In the event it is necessary to park in front of an empty lot, permission from the ACC is required ahead of time. No parking of vehicles is permitted in front of an existing home without the written authorization from the homeowner and a copy of written homeowner permission has been sent to the ACC. Under no circumstance will construction personnel leave related vehicles and equipment on the street overnight.
6. Exterior construction is only permitted between the hours of 7:00 am and 7:00 pm. Saturday work is permitted, but the permissibility of such work will cease, at the discretion of the ACC, if complaints arise. Work on Sundays is not permitted.
7. Unnecessary noise on construction sites including, but not limited to the operation of radios and CD players at a loud volume is prohibited. Construction causing noise disturbances are prohibited between the hours of 7:00 p.m. and 7:00 a.m.
8. No construction shall infringe in any manner or for any reason, no matter how slight, brief or inconsequential, on adjacent or other neighboring properties unless written permission has been obtained from affected property owners and/or holders of rights-of-way, exclusive of utility or other rights-of-way held by county or state authority. Infringement includes, but is not limited to, movement, parking or storage of construction vehicles or equipment, storage of materials or debris, including dirt, gravel or rocks, and placement of toilets or waste bins. Owners will provide a copy of the written permission to the ACC before any infringement occurs. A "stop work order" will be applied immediately should violations occur, and fines will be levied at \$100 per day until infringement ceases and any damage to neighboring property has been repaired to the satisfaction of the owner of said property and the ACC. The HOA will deduct assessed fines from the compliance deposit.
9. Prior to excavation, the perimeter of the construction site shall be identified by placing, within the lot boundaries, 4-foot high safety or silt fencing staked at maximum of 8 foot centers along the two sides and back lot boundaries. No work or excavation may take place outside of the fence, and no storage of materials or equipment may occur outside the fence without written permission of the affected Owners, with such writing filed with the ACC. Fencing shall be maintained and remain in place during the entire construction period and will be removed and appropriately disposed of at the conclusion of construction and landscaping. Perimeter fencing is required

around each construction area prior to excavation unless the Owner obtains a written waiver from each affected, adjoining lot, with such writing filed with the ACC. Owners will install perimeter fencing on lots on Plat 2. Owners will place fencing on Plats 3 and 4 around the construction site. The HOA will assess an initial fine of \$250, which the HOA will deduct from the construction-site maintenance deposit, if excavation takes place before the Owner installs perimeter fencing. The HOA will assess an additional fine of \$100 per day, which the HOA will deduct from the construction-site maintenance deposit, until the Owner installs the perimeter fencing. If any monies from this deposit are required in order to correct violations, the Board of Trustees may require an additional maintenance deposit to cover further anticipated costs.

10. Owners will install perimeter-footing drains around their homes, consistent with applicable building standards and codes.
11. Prior to the start of wood framing, Owners will place a 20- or 30-yard roll-off dumpster on the building lot for all refuse accumulated from the construction project. The homeowner/builder is responsible for the timely clean up any refuse that blows from the dumpster or lot onto neighboring properties. A tarp or other means is required to cover the dumpster at the conclusion of each workday. Owners will attach this covering to the dumpster in such a manner that the wind and inclement weather will not affect it. In the event wind or other event causes debris to spill from the dumpster during the workday, the workers on the project will stop work, immediately cover the dumpster with a tarp, and promptly clean up all debris that has escaped the dumpster. Contractors may use a box trailer in lieu of a dumpster but the same regulations apply. Failure to maintain a cover on the dumpster or trailer, collect debris that has escaped from the dumpster or empty when full will result in fines assessed against the project in the amounts of \$100.00 per day. Any project without the placement of a dumpster on the construction site will be in violation of this requirement and the HOA will issue a stop work order, with fines levied at \$100 per day, until the Owner places a dumpster on the site. The HOA will deduct all fines will from the construction-site maintenance deposit and/or the compliance bond.
12. The builder shall have a chemical toilet placed on site, for the use of construction personnel at the beginning of excavation. Any construction without the placement of a chemical toilet on the construction site shall be deemed to be in a violation of this requirement, and a stop work order will be issued immediately and fines will be levied at \$100 per day until the chemical toilet is placed on the construction site. All fines assessed will be deducted from the compliance deposit.
13. Construction vehicles are not permitted on any biking and walking trails adjoining the properties. If access is desired, specific written approval needs to be secured. The construction barriers (as defined in paragraph 10, above) must exclude these paths from the confines of the barrier. The biking and walking trails are for foot traffic or bicycle riding only. It will be the responsibility of the owner/builder to replace or repair any damage to said paths, with the extent of replacement and repairs being determined solely by the Board of Trustees. Costs incurred are to be deducted from the compliance deposit.
14. Construction personnel may not have dogs or other pets in the Subdivision when working.
15. Builders shall notify the ACC, at least five days prior to such activity, of any proposed construction activities (such as blasting, etc.) that may pose a danger to neighboring residents. The ACC will notify nearby residence owners as soon as is practically possible.

16. The lot owner and/or builder shall regularly inspect the site and access roadways and shall perform whatever site cleanup and maintenance necessary on a daily basis to maintain these areas in a clean, orderly condition. (See Section O, Paragraph 4)
17. The owner and/or builder shall respond immediately to any notice received from the ACC or the Board of Trustees regarding any violation with applicable CC&R's and ACC regulations, including all requirements herein.
18. The HOA will inform Owners and Builders by phone, email or letter of violations. Owners will have 72 hours to remedy violations. After 72 hours, the HOA will deduct \$100 per day from the appropriate construction deposits for matters that have not been resolved. If applicable deposits are not available, the HOA will bill the homeowner for such amounts. The Board of Trustees may collect unpaid fines, together with all costs including attorney's fees and collection fees, and may as necessary place liens on said property to rectify these violations.
19. The Board of Trustees may apply for and obtain a stop-work order on any project in violation of these regulations with all costs paid by the offending property owner.
20. The HOA intends for these regulations to be the minimum building requirements at Deer Mountain. As new products and materials that meet or exceed these requirements become available, the ACC and/or the Board of Trustees, at their sole discretion, may consider whether such products or materials are deemed acceptable. (See Section T)
21. Owners and/or builders who are in non-compliance with a project at Deer Mountain may not submit plans for a new project until all projects are brought into compliance and conformity with these regulations.
22. Homeowners are required to keep their property properly maintained at all times. Homeowners are responsible for maintenance of their unimproved lots, lots during construction, and lots, (including exterior improvements) after home construction is completed. (See Section X)

#### C. ARCHITECTURAL DESIGN

1. The accepted overall architecture in Deer Mountain is Mountain Contemporary/Craftsman. No home design shall be permitted that is not compatible and in architectural harmony with existing homes and the natural beauty of Deer Mountain. A home design will be compatible with the building lot and the placement of a home on that building lot will be compatible with adjoining homes. Determination of compatibility and architectural harmony resides with the ACC, subject to Board of Trustees oversight.
2. No two houses may have identical exterior elevations and/or appearances any place in Deer Mountain; exterior height elevations will be substantially different from houses on adjoining lots.
3. Builders and architects must take into account high-end construction methods and materials similar to other developments in Park City and the surrounding area. Examples of homes not permitted include, but are not limited to, English Tudor, French Chateau, A-Frame, Domes, Yurts, Victorian, Colonial, Ranch or Pre-Fabricated. The ACC will consider "Modern contemporary" home designs on a case-by-case basis. Determination of whether a home design is acceptable resides with the ACC, subject to Board of Trustees oversight.

4. Architects, designers, engineers and owners are not to infer from existing homes that a particular design or feature is acceptable. To minimize the risk of dispute and to aid the parties in avoiding unnecessary costs – financial and otherwise – architects, designers, engineers and owners are required to submit preliminary design plans to the ACC for approval before commencing final design documents.

#### D. APPLICATION FOR NEW HOME CONSTRUCTION

Applications shall be reviewed as expeditiously as possible, but the ACC may require up to 30 days of time in order to provide a written response. The applicant will be notified in writing or email of approvals or denials. Applications and plans must be submitted to the ACC at least one week prior to the next regularly scheduled ACC meeting to ensure a review at that meeting. Owner applicants who are denied plan approval may make changes to their development plan and reapply without limitation. Construction must not start until the owner and/or builder receives written notification of approval. Approval for residential development by the ACC is independent of and in addition to approval and the issuance of a building permit by Wasatch County.

Owners/Builders must comply with the following requirements before the ACC will consider any application for approval:

1. All forms in the application package (see Exhibit C) must be completed and signed. Incomplete applications will not be accepted. Feedback or comments on incomplete packages do not infer that the application has been approved.
2. Both the builder and the lot owner must sign an escrow agreement (included in the application package) stating they have read and will comply with all covenants, regulations and guidelines. They also must accept financial responsibility for any costs incurred because of any failure to build in accordance with the covenants, regulations and approved plans, including court costs and attorney's fees.
3. All dues, liens, assessments and any other costs assessed against the property must be paid before plans will be considered for approval. A letter from the property manager must be included stating the above.
4. Two complete sets of plans, with specifications, shall be submitted to the ACC with each application. All plans and specifications shall be prepared and stamped on all pages by a Utah licensed home designer, architect or structural engineer. Owners must provide physical samples of each exterior material being used with the application. Photographs of materials are not acceptable. Sufficient information shall be included to demonstrate compliance with the covenants and regulations. Both copies of the submitted plans must be exact copies of the plans submitted to the Wasatch County Building Department. The minimum size of a plan allowed is ¼-inch scale. After approval, one copy (for submission to the Wasatch County Building Department) will be stamped and returned to the builder or owner with required restrictions or contingencies noted. One copy will remain the property of the ACC. Once the ACC approves a plan and provides written notice of approval, all changes, additions, or deletions from the approved plan must also be resubmitted to the ACC for review and approval, including any design changes or colors that occur during the construction process. Notwithstanding the requirement for ACC approval, neither the HOA nor the ACC shall be liable in any way for the design or construction of any residence in the subdivision. An electronic copy of the plans will



be submitted in a pdf format, to the ACC at the completion of the project. Likewise, changes to the approved plans will need to be submitted to the ACC in a pdf file.

5. Backward or mirror image drawings will not be accepted.
6. An approved Deer Mountain construction sign must be placed on the site prior to excavation; no other builder/ architect signs are allowed.
7. A licensed Utah surveyor must take a building height measurement from natural grade at the completion of roof framing. Heights may not exceed 33 feet and costs are to be paid by the owner. A copy of the certification must be sent to the ACC before roofing has begun. Failure to provide this certification will result in the HOA issuing a stop work order and assessing a fine of \$100 per day.
8. A footing measurement fee is no longer required, as building envelope dimensions are detailed in Exhibit B. Strict adherence to building lot setbacks is required per Wasatch County Codes.
9. A refundable compliance deposit for ten thousand dollars (\$10,000.00) is required with the application. The compliance deposit will be deposited and held by the HOA in escrow for use in the event the owner and/or his representatives fail to build in accordance with these Guidelines and the approved plans. This deposit may be used to remedy any violations of the building provisions including, but not limited to, the collection of fines levied for non-compliance. The compliance deposit, less any charges or forfeitures determined by the Board of Trustees, shall be refunded to the party who originally paid the deposit after the procedures outlined in Section W, Paragraphs 4 and 5 have been completed. An agreement signed by the original payer may designate another party to receive the refund.
10. Owners will provide a refundable construction-site maintenance deposit of two thousand five hundred dollars (\$2,500), deposited in escrow and submitted with the application. The construction-site maintenance deposit will be held by the HOA for use, in the event the owner and/or his representatives fail to conduct their project in conformity with these Architectural Guidelines and the Covenants. At the discretion of the Board of Trustees, this deposit may be used to remedy any violations of these provisions including the collection of fines levied for non-compliance. For example, if a construction site is not kept clean and orderly, and the Board of Trustees can take measures to clean the site, the cost of the cleaning will then be deducted from the construction-site maintenance deposit and additionally a fine may be deducted from the maintenance deposit as well. Any damage to existing curbs, landscaping or erosion fabric on slopes must be repaired or restored to the original condition. If any monies from this deposit are used to correct violations, the Board of Trustees may require an additional maintenance deposit to cover further anticipated costs. The construction-site maintenance deposit, less any charges or forfeitures determined by the Board of Trustees, shall be refunded to the party who originally paid the deposit after the procedures outlined in Section W, Paragraphs 2 and 5 have been completed. An agreement signed by the original payer may designate another party to receive the refund.
11. A refundable landscape deposit for three thousand dollars (\$3,000.00) is required and must be submitted with the application. The landscape deposit will be held by the HOA for use in the event the owner and/or his representatives fail to landscape their project in conformity with these Architectural Regulations and the Covenants. At the discretion of the Board of Trustees, this deposit may be used to remedy any violations of the landscaping provisions including, but not limited to, the collection of fines levied for non-compliance. The landscape deposit, less any

charges or forfeitures determined by the Board of Trustees, shall be refunded to the party who originally paid the deposit after the procedures outlined in Section W, Paragraphs 3 and 5 have been completed. An agreement signed by the original payer may designate another party to receive the refund.

12. The Board of Trustees may require additional funds be submitted to the ACC to replace funds expended by the HOA to remedy violations of the provisions of the compliance deposit, site maintenance deposit, and/or landscaping deposit. A lien on the property may be filed against the property if the additional funds are not remitted to the ACC in the amount requested.
13. Scale drawings of the site development must be submitted to the ACC with the application for construction and contain the following:
  - a. A topographical survey of the lot completed and stamped by a surveyor licensed by the State of Utah;
  - b. A site development drawing showing both the existing and proposed topography of the lot, the location and orientation of the proposed dwelling including setbacks, roofs, decks, walkways and driveways, and the percent of slope of the driveway clearly defined;
  - c. A general landscaping plan, including location of trees, shrubs, ground cover, and all other details.

In addition to the required paper copies, an electronic file of all the above drawings for the project shall be submitted in .pdf format. Natural grade elevations (as defined in Section A) as well as the highest proposed elevation of the structure shall be identified clearly on the topographical survey. It must also include the property line, existing grades, and final grades with drainage identified. The site development drawing must also include the location of the vertical datum point/bench mark, the location of any proposed retaining walls or proposed retention, and the main floor and top of foundation elevation. Submission of the general landscaping plan may be deferred until framing of the structure is completed. (See Section V.) Other details of the site development plan must be submitted with the building application.

14. The submitted plans must show the front, the two sides and the rear elevation drawings of the house with both the natural grade and proposed finished grade clearly shown and identified with the corresponding topographical elevations on each drawing. (Please refer to Section H of these regulations for more detail.)
15. Pursuant to Section H, Paragraph 3, all structures will be measured at the completion of framing and prior to the commencement of any additional work. An independent Utah-licensed land surveyor shall make all building height measurements. The cost of such measurements shall be borne entirely by the applicant. Failure to comply with this provision will result in fines of one hundred dollars (\$100) per day. Should construction continue, The Board of Trustees may issue a stop work order and/or pursue legal action. The HOA will deduct fines from the compliance deposit.
16. Great care must be made to comply with setbacks as to not infringe upon adjacent lots
17. Samples of exterior finish materials and colors must be submitted at the time of application. Sample boards should be no larger than 12" x 18". Changes in color or exterior materials must be resubmitted to the ACC for approval prior to installation. At the completion of the project, the

owner/builder will collect the exterior finish materials and color samples from the ACC within 30 days, or the HOA will dispose the materials.

18. Owners are responsible for the submission of a detailed general landscaping plan upon completion of framing. If construction continues past framing without submission of a landscape plan, construction may be found to be in non-compliance with the Regulations and subject to fines of one hundred dollars (\$100.00) per day, to be taken from the compliance deposit.
19. The application must include the anticipated starting construction date and the project completion date. All construction must be complete within one year from the date of commencement of construction, unless the Board of Trustees, in its sole discretion, approves an extension for good cause, not to exceed six months in length. Owners must apply, in writing, to the Board of Trustees for a time extension. Failure to comply with this provision can result in fines being levied in the amount of one hundred dollars (\$100.00) per day, and until construction is completed and the final Certificate of Occupancy is filed with the ACC. All fines will be deducted from the compliance deposit.
20. Approval of a plan shall remain valid for twelve months from the date of approval. If construction has not started within one year, the plans must be resubmitted for approval before construction begins, and will be subject to any changes made in the covenants or the architectural regulations during the interim period.

#### E. APPLICATION FOR EXTERIOR REMODELING OR IMPROVEMENTS

All exterior remodeling or improvements must provide a compatible appearance with the natural beauty and surroundings of the area. All home additions should be in keeping with the design of the original home. Owners must make application, pay the appropriate deposits, and receive written approval from the ACC before beginning construction on the following:

- Exterior additions to the home
- Decks or patios
- Remodeling that changes the appearance of the exterior of the house
- Paint or stain that changes the color of the areas being painted or stained
- Major landscaping changes requiring the use of heavy equipment
- Applications shall be reviewed as expeditiously as possible, but the ACC may require up to thirty (30) days to provide a written response. The applicant will be notified in writing of approvals or denials. Applications and plans must be submitted to the ACC at least one week prior to the next regularly scheduled ACC meeting to ensure a review at that meeting. (Owner/builder may check with the HOA Secretary for the ACC meeting schedule.) Owner applicants who are denied plan approval may make changes to their development plan and reapply without limitation. Construction must not start until the owner and/or builder receives written notification of approval from the ACC. Approval for residential development by the ACC is independent of and in addition to approval and the issuance of a building permit by Wasatch County.

The following requirements must be complied with before any application can be approved:

1. All forms in the application package provided by the HOA must be completed and signed; incomplete applications will not be accepted. Applications for home additions and exterior improvements can be found on the HOA website ([www.deermountain.info](http://www.deermountain.info)) or may be obtained from the HOA secretary. The applications for home additions are to be used for additions that add to the building footprint as defined in Section A. The applications for home improvements are to be used for exterior additions that do not change the building footprint and for landscaping and painting projects.
2. Both the builder and the lot owner must sign an escrow agreement stating they have read and will comply with all HOA covenants and regulations, and will accept financial responsibility for any costs incurred because of any failure to build in accordance with the covenants, regulations and approved plans, including court costs and attorney's fees.
3. Plans and specifications for all projects requiring a building permit from Wasatch County shall follow the rules and procedures for new house construction found herein. Plans for exterior improvements and/or landscaping not requiring a building permit may be hand-drawn on 8 1/2" x 11" paper but must be submitted in duplicate with a stamped copy to be returned to the owner with the approval letter.
4. Backward or mirror image drawings will not be accepted.
5. All dues, assessments and any other costs assessed against the property are to be paid before plans will be considered for approval. The property must be free of any HOA liens.
6. Fees to be included with the Home Addition Application are:
  - a. Height compliance fee, which the Owner will pay directly to an engineer.
  - b. Building sign fee, per above provisions.
  - c. Refundable compliance deposit of \$2,500. Policies and procedures governing the use and return of the compliance deposit are the same as those listed herein for new home construction. (See Section D, Paragraph 9)
  - d. Refundable construction-site maintenance deposit of \$500. Policies and procedures governing the use and return of the construction-site maintenance deposit are the same as those listed herein for new home construction. (See Section D, Paragraph 10)
7. Fees to be included with the Exterior Improvement Application are:
  - a. Refundable compliance deposit of 10% of total cost not to exceed \$1,000.00. Policies and procedures governing the use and return of the compliance deposit are the same as those listed herein for new home construction. (See Section D, Paragraph 9)

8. The Board of Trustees may require additional funds be deposited to replace funds expended by the HOA to remedy violations of the provisions of the compliance deposit or site maintenance deposit.
9. Existing landscaping disturbed by the construction must be repaired or replaced at the Owner's expense. The compliance deposit will function as a landscaping deposit to ensure appropriate repairs to landscaping following construction.
10. Samples of exterior finish materials and colors must be submitted at the time of application. Changes in color or exterior materials must be resubmitted to the ACC for approval prior to installation.
11. The application must include the starting construction date and the project completion date. All construction must be complete within one year (12 months) from the application approval date. The Board of Trustees, in its sole discretion may approve an extension for good cause. Owners must apply in writing to the Board of Trustees for a time extension no later than one month prior to the original completion date and list reasons for the delay. Failure to comply with this provision will result in fines of \$100 per day being deducted from the compliance deposit.
12. Approval of a plan shall remain valid for twelve months from the date of approval. If construction has not started within one year, the plans must be resubmitted for approval and will be subject to any changes made in the covenants or the architectural regulations during the interim period. All approvals and/or disapprovals must be in writing.

F. SURVEY

A copy of a current site survey must be submitted to the ACC with applications to build any new home or any addition that changes the footprint of the original home. The survey must be prepared, signed, and stamped by a surveyor licensed by the State of Utah. All lot corners must be visibly staked by a Utah licensed surveyor. Said survey shall include a clear specification of the height at the top of the foundation measured from any one of the survey markers on the street access side of the home. An electronic file copy of the survey must be submitted to the ACC in a pdf format.

G. DWELLING SIZE

1. The attached dwelling size charts (Exhibit B) outline the minimum and maximum square footage requirements for each individual plat. For the purposes of determining square footage, all area inside the dwelling shall be included in the area calculations. Garages shall not be included in the area calculations.
2. The Board of Trustees, with the recommendation of the ACC, will defer to the Wasatch County Planning Department, in Plats 3 and 4, any requested dwelling sizes larger than specified in section (2 a) listed below. The Wasatch County Planning Department will determine if the increased size of the requested build conforms with the building envelope of the lot, depending on the style and design of the home, including how it may be situated on the lot as it applies to setbacks and or slope. No variance for maximum square footage can be given or accepted in plat 2. Minimum sizes in plats 3 and 4 may be reviewed if the home will infringe upon building setbacks and cannot physically fit on the lot.

a. House Size	<u>Max approved by HOA</u>	<u>Minimum Size</u>
	Plat 2 5000 Sq. Ft.	3000 Sq. Ft.
	Plat 3 6000 Sq. Ft.	4000 Sq. Ft.
	Plat 4 9000 Sq. Ft.	4000 Sq. Ft.

#### H. HEIGHT LIMIT

1. No structure or building shall be erected to a height greater than 33 vertical feet from natural grade. Height minimum cannot be less than 16 vertical feet, as measured from Natural Grade to any point of said structure or building, exclusive of any decorative features or chimneys.
2. Natural Grade, as defined in Section A of these Regulations, shall be determined by a Land Surveyor licensed in the State of Utah. Natural grade elevations shall be included with the plans required in Section D, Application for New Home Construction. The profile views shall depict natural grade, the proposed structure or building, and the corresponding 16- and 33-foot vertical height limits.
3. In order to ensure compliance with these provisions, all structures will be measured at the completion of rough framing and prior to the commencement of any additional work by a Utah licensed surveyor. The cost of such measurements shall be borne entirely by the applicant, as specified in Section D. A stamped and certified report is to be submitted to the ACC for record.

#### I. SETBACKS FOR DWELLINGS

The ACC will not consider open porches, eaves, and stops as part of the dwelling unit when determining setback distances. Front and back setbacks will follow Wasatch County regulations. In side yards, both side yards combined must be at least 24 feet total with neither side less than 10 feet.

For setbacks in the Phase #2 smaller lots there are predetermined regulations made a part of the recorded plat. See copy of new revised plat Phase #2 lots #101 through 143. Phase #2 smaller lot setbacks are included as Exhibit A in these regulations. Other setback information is available on the plat maps available from the Wasatch County Recorder's office.

#### J. ROOF DESIGN/MATERIALS

The principal roof of each dwelling shall maintain a minimum of four in twelve (4/12) pitch. Flat roofs and domes are not permitted. Large shed roofs will be considered by the ACC on a case-by-case basis. Roof materials may include fire-rated, hand split cedar shakes, architectural grade, 30-year minimum asphalt shingles or standing seam metal in approved colors. Corrugated metal may be used on small accent areas but not as the main body of the roof. Fascia and soffits must be constructed from natural wood, HardiePlank or engineered wood. Vinyl siding, aluminum or metal is not allowed. Metal flue pipes for fireplaces and mechanical equipment must be enclosed in a framed chimney with a metal surround.

#### K. GARAGES/DRIVEWAYS

1. Each dwelling constructed in the subdivision shall have an attached garage that is sized to handle not less than two vehicles. On some lots, it may be necessary to detach garages depending on slope and grades to make access functional. In the event this condition occurs, garages may be detached with approval by the ACC of written drawings showing access points and driveway location to garage and relationship of garage to home. A driveway shall service every garage and shall be of sufficient width to park two vehicles side-by-side in front of the garage. Attached garages will not be calculated in the total square footage of the build.
  - a. Garage size and height must be in harmony with the build of the house (i.e.; 10,000 sq., ft. garage attached to a 6,000 sq. ft. house would not be considered in harmony with the build of the house). Size of the garage must fit the footprint of the house.
2. The driveway on any lot must be constructed of concrete or asphalt material and installed on properly compacted earth per local codes. Gravel or dirt driveways are not allowed.
3. All construction work related to the installation of a driveway must be completed prior to, or simultaneously with, the occupancy of the dwelling. Winter exceptions may be granted for final surfacing. It is the Owner's responsibility to keep driveways in reasonable repair after construction. For asphalt driveways, this includes crack filling and sealing based on manufacturer's recommendations. Concrete driveways should be repaired when cracks or other substantial imperfections appear.
4. Driveways must be of a sufficiently gentle slope that they are usable for vehicle access at all seasons of the year and so they are not a hazard to the neighboring homes, yards, persons, or vehicles on the street. The driveway must be constructed in such a way that it does not cause a problem related to snow removal, snow storage or water run-off for the homeowner, neighbors, adjoining properties or the Wasatch County Road Department. It appears to be the consensus of Wasatch County Building Inspection Department, the Park City Building Engineer and the Salt Lake City Division of Transportation that the slope of a driveway should not exceed a grade, uphill or downhill, of ten (10%) percent. Driveways entering or leaving a public road shall not exceed a grade of eight (8%) percent from the curb line to the easement line. Architects and builders should pay particular attention to the potential difficulty of accessing the property during the winter months and should design the driveway to accomplish these goals. The minimum width as defined by Wasatch County is 20 feet to allow fire truck access.

#### L. EXTERIOR MATERIALS

Deer Mountain requires the choice of exterior materials to be of the highest quality available. Emphasis should be made to incorporate natural woods and stone wherever possible. Siding materials shall be made of natural wood, stone or cultured stone, brick, engineered wood, HardiePlank or stucco. The use of aluminum or vinyl siding, plywood, T-111, pressed board, cinder block and similar types of siding as exterior finishing materials are prohibited. Stucco use will not exceed 40% of entire house exterior. The front of the house will not have more than 20% stucco. All homes will have at least 25% of the front area that is facing the street accented in stone, rock and/or brick.

1. The color of all stains or paints on exterior surfaces, including flashing, roof gutters, soffits, fascia or other metal roof materials, shall be of earth-tone colors (light beige through dark browns, grays and some shades of muted greens). Siding and trim colors should be harmonious

with the mountain aesthetics. All siding materials and colors must be approved by the ACC during the application process. Any subsequent, proposed changes to such colors and materials must be brought to the attention, in writing, of the ACC and receive written approval. In the event the owner or builder installs materials of colors other than those approved by the ACC, said owner or builder shall be solely responsible for any non-compliance and costs necessary to bring exterior surfaces into compliance.

2. Wood windows, exterior patio and sliding doors must have a permanent exterior finish such as vinyl or aluminum clad and meet the Deer Mountain color regulations.
3. Aluminum and vinyl windows, and sliding glass doors, must meet or exceed the following specifications:
  - a. Must have an Energy Star Rating with a U-factor of .35 or less.
  - b. Must meet the Deer Mountain color regulations. Owner/builder must propose the trim color of the windows for specific approval by the ACC.
4. Screen and storm doors must conform to the colors set forth in paragraph #2 above.
5. The intent of these requirements is to insure that all windows and doors used will be of a type and quality suitable for weather conditions typically experienced at Deer Mountain, are visually attractive and consistent with the appearance of other Deer Mountain homes, and are of the highest quality.

#### M. CONSTRUCTION

1. Fill dirt or materials must not be added to the lot before the natural grade has been established.
2. Builder shall consult Wasatch County construction requirements for lumber size for the exterior wall framing of the building.
3. Homes will be designed to be energy efficient. Passive solar designs are encouraged. Solar panels (photo-voltaic panels) may be incorporated into the roof construction, but the appearance needs to blend with the overall rooflines. Use of solar units elsewhere on the house or the property requires written approval from the ACC; ground based units are not allowed. Wind turbines are not allowed.
4. All garages and non-solid core garage doors are to be insulated with a type and quality of insulation suitable for weather conditions typically experienced at Deer Mountain, as determined by the ACC, and must conform to the colors set forth in Section L, Paragraph 1, above. It is recommended, but not required, that garages be heated to some extent.
5. All deck supports exceeding 8 feet in height must be a minimum of 10" x 10". Plans shall show how supports will be treated and will be subject to ACC review and approval.
6. Owners will not place fill dirt, construction materials, and/or equipment on another vacant lot without written permission, filed with the ACC, from the affected lot owner. (See Section B,



Paragraph 8 for fines associated with non-compliance of this paragraph.) Owners will remove stones, excess soil, and related materials from the property on construction completion. Fill dirt must be graded to a smooth level at the time of placement and all precautions must be taken not to affect the natural grade at the adjoining property lines. All streets surrounding the placement of the fill must be left clean and orderly.

N. FOOTING/FOUNDATION INSPECTION

1. Footings and their placement are to comply with approved plans and setbacks. The Wasatch County Building Department will inspect the footings and foundation and the Owner will notify the ACC of the results of the inspection. Bedrock within the foundation area, or other difficulties encountered in excavation, such as excessive rock, will not be sufficient reason for a variance to change the height of the building.
2. Wood foundations are prohibited.
3. The plans must indicate the finish treatment the Owner will use on any exposed foundation and retaining walls. The maximum, allowed area of an exposed concrete and/or cinder block foundation is six inches between the finished grade elevation and the bottom of the finished siding. Exposed concrete foundations shall be covered with either stone, siding or cement finished with stucco. Surfaces other than stone shall be painted. Exposed concrete must be cement finished and painted in compliance with the above regulations before release of the compliance deposit.

O. MATERIALS ON SITE

1. Prior to the start of framing, a roll-off dumpster or a contained trailer must be placed on the building lot for all refuse accumulated from the construction project and emptied when full. Dumpsters should be situated to allow easy access to empty the dumpster, including during winter months. Closed trailers or trucks as a substitute for dumpsters are acceptable, but must be covered. Owners may not place dumpsters on the street. Fires to burn scrap materials and debris are prohibited.
2. A chemical toilet will be placed on site no later than the time work is to begin. Once sewer and water lines are connected, the builder/owner is encouraged to install a toilet inside the building at which time the chemical toilet may be removed. Owner is responsible for keeping chemical toilets in a clean condition while it is on site.
3. During the period of construction of any dwelling, no materials may be stored on any roadway or in any easement areas. No material that may represent a safety hazard to the public may be stored on site.
4. Mud, debris, gravel and similar materials on the roadway from the construction site or, deposited by construction vehicles or equipment, will be cleaned from roadways daily. If the Owner fails to comply with this provision, the HOA shall clean the roads at the expense of the Owner and will deduct the amount from the construction-site maintenance deposit. The Board of Trustees may impose an additional fine of \$100 for each day the Owner does not comply, with such fine to be deducted from the compliance deposit.

P. FENCING

Fences in Deer Mountain are discouraged in order to maintain the natural beauty of the surrounding area. Homeowners may make an application to the ACC for fencing approval. Fences are to be constructed of wood, three-rail with metal painted micromesh if needed. Contact the ACC for a detailed specification. Fencing is not permitted in front yards.

Q. SATELLITE DISH

1. Satellite dishes larger than 36" in diameter are not allowed. Satellite dishes shall be of a non-reflective material and color, and placed in the least obtrusive location on the home. No dish will be higher than the top roof peak of the homes in the Deer Mountain lots; however, it may be extended above the roof peaks in the Estate lots, not to exceed 10 feet, to clear vegetation.
2. Transmitting antennas, of any type, are prohibited in the Subdivision.

R. EXTERIOR YARD LIGHTS

Exterior lights shall be located such that they do not create a nuisance to other homeowners. Downward directed lighting is encouraged.

S. UNSIGHTLY ITEMS

Dog runs, doghouses, garbage or refuse containers, air conditioning equipment, etc., when present, must be placed at the side or rear of the dwelling and located so as not to be conspicuous from the street.

T. VARIANCES

Owners may seek variances from decisions of the ACC made in conjunction with these Guidelines, including but not limited to those regarding Guidelines Sections C, F, and G. Owners must submit variance requests within 30 days of the ACC decision precipitating the request. Variance requests must be submitted in writing, with supporting documentation, to the Secretary of the Board of Trustees. In deciding whether to grant a variance, the Board of Trustees may review and consider any factors or information the board, in its discretion, deems pertinent to the variance request, including but not limited to, submissions of the owner seeking the variance, the impact of the proposed variance on the homes adjoining the property that is the subject of the variance request, the effect of the proposed variance on the HOA generally, and the recommendations of the ACC. The Board of Trustees will make reasonable effort to reach a decision on the variance and inform the owner of its decision on the variance within 30 days of receipt of the variance request.

U. OCCUPANCY

1. No person/persons may live in the house or any temporary structure (such as a trailer) placed on or near the property during the construction of the home.
2. All construction must be complete within one year from the commencement of construction, unless the Board of Trustees, in its sole discretion, approves an extension for good cause. Owner must apply, in writing, to the Board of Trustees for an extension. Failure to comply with this provision will result in fines being levied in the amount of one hundred dollars (\$100) per day until construction is completed and the Certificate of Occupancy is filed with the ACC. The fines will be deducted from the compliance deposit.
3. The owner must receive a final inspection and a final certificate of occupancy from Wasatch County before moving into the new house. Final inspection should be completed and construction approved by the ACC and Board of Trustees before return of the compliance deposit.

## V. LANDSCAPING

1. Owners will submit general landscaping plans to the ACC with the application to build, or when framing of the structure is completed. If the Owner fails to submit landscaping plans by completion of framing, the HOA can levy fines of \$100 per day, and deduct those fines from the landscaping bond until the Owner submits the landscaping plan to the ACC.
2. Fire danger exists in all rural mountain environments. Placement of landscaping should be consistent with Wasatch County guidelines and, in any event, homeowners carry an on-going responsibility to trim all trees and plantings in close proximity to their home. Owners can contact the Wasatch County Fire Warden, the Board of Trustees, or the Property Manager for more information regarding fire risk and suggested methods to mitigate such risks. Owners are strongly encouraged to become familiar with the recommendations included in the guide "Firewise Landscaping for Utah" published by US Forestry in collaboration with Utah State University. Owners should incorporate these and other fire prevention tips and recommendations into their landscaping plans and design.
3. All lots shall be landscaped, front, back, and sides, with ground cover or lawn, trees and shrubs to be visually attractive and harmonious with neighboring property. Each lot owner shall install an underground irrigation system to provide adequate water to maintain all lawn and vegetation areas. Each newly landscaped yard will have, at a minimum, ten trees with each required tree having a minimum of three-inch diameter trunk (at time of planting) and fifteen shrubs with a minimum 5-gallon size. Drought resistant plants and bubblers should be used to conserve water. In order to keep the temperatures lower in the neighborhood and to enhance the natural beauty of the area, ground cover used on the lot should be at least 80% organic material.
4. Each lot is to be graded and landscaped in a manner that will keep water runoff from adversely affecting adjoining properties and not change the established natural grade at the property lines.
5. A landscape deposit of \$3,000 must be submitted with the building application for new home construction. All landscaping must be completed within three months of receipt of the Wasatch County Certificate of Occupancy. For homes completed or occupied after August 31, the owner and/or builder will have until June 30 of the following year to complete the landscaping. If the home is sold prior to installation of the landscaping, the previous owner must inform the new owner that the period to complete the landscaping does not change. It is the seller's

responsibility and obligation to ensure the yard is landscaped properly within the original period. The seller's obligation in this section is not transferable or assignable. Landscaping is not deemed complete until the front, back and side yards are landscaped. The landscape deposit will be released to the party who originally paid the deposit after the ACC and Board of Trustees determines that all provisions of Section V and Paragraphs 3 and 5 of Section W have been satisfied. An agreement signed by the original payer may designate another party to receive the refund. A daily penalty of \$100 will be assessed for each day the landscaping is incomplete past the above-referenced deadline unless a written extension has been granted by the Board of Trustees. The penalty shall be deducted from the landscape deposit. If the deposit has been depleted, the Board of Trustees may collect unpaid fines and all costs and/or attorney's fees incurred to rectify these violations through liens against the property. The HOA may pursue legal actions to collect fines and/or to insure compliance with the CC&Rs and the Architectural Regulations.

#### W. RETURN OF DEPOSITS

1. Upon completion of the home, owner will give the ACC a copy of the final Wasatch County Certificate of Occupancy. The date of the certificate will be the official completion date to be used in determining periods allowed for construction and landscaping.
2. After the owner has submitted the final Certificate of Occupancy to the ACC, owner may apply, in writing to the ACC, for return of the "construction site maintenance deposit". Representatives from the ACC will meet within sixty (60) days to inspect the construction site. Application for return of the construction-site maintenance deposit implies approval for the ACC and/or the Board of Trustees to enter the lot for inspection purposes. When the ACC finds that all construction materials have been cleared from the construction site and from neighboring lots, including complete restoration of neighboring lots infringed upon during the construction, the ACC will inform the Board of Trustees. Owners shall submit a letter from each neighbor or adjacent property affected by the new home construction, stating either that property borders or lots have been restored to an acceptable condition, or identifying any remaining concerns for consideration by the ACC. The ACC will inspect any repairs for compliance with the Guidelines. (Please refer to Section B (General) paragraph 8 for requirements on notifying owners prior to accessing properties). After final approval by the ACC, the construction site maintenance deposit (less any charges or forfeitures determined by the ACC) shall be refunded to the party who originally paid the deposit. An agreement signed by the original payer may designate another party to receive the refund.
3. Upon completion of landscaping, owner will give the ACC written notification that landscaping is complete. Representatives from the ACC will meet within sixty (60) days to inspect the landscaping. Application for return of the landscaping deposit implies approval for the ACC and/or the Board of Trustees to enter the lot for inspection purposes. When the ACC finds that all requirements for landscaping have been fulfilled and that the landscaping plan on file with the ACC has been followed, they will inform the Board of Trustees. The landscaping deposit, less any charges or forfeitures determined by the Board of Trustees, shall be refunded to the party who originally paid the deposit, after final approval by the Board of Trustees. An agreement signed by the original payer may designate another party to receive the refund.
4. Upon completion of the home, including construction site cleanup and landscaping, owner will give the ACC written notification that the home is complete and apply for return of the compliance deposit. Representatives from the ACC will meet within sixty (60) days to inspect

the home. Application for return of the compliance deposit implies approval for the ACC and/or members of the Board of Trustees to enter the lot for inspection purposes. When the ACC finds that all requirements found herein are completed, they will inform the Board of Trustees. The compliance deposit, less any charges or forfeitures determined by the Board of Trustees, shall be refunded to the party who originally paid the deposit, after final approval by the Board of Trustees. An agreement signed by the original payer may designate another party to receive the refund.

5. If the ACC finds that work was not done in compliance with the approved plans, they shall notify the applicant in writing of the noncompliance within the sixty (60) day period, specifying the particulars of noncompliance, and shall require the applicant to remedy the same. If upon the expiration of thirty (30) days from the date of notification, the owner shall have failed to correct items of noncompliance, the ACC shall notify the Board of Trustees in writing of the failure and the amount of fines they recommend be deducted from the compliance deposit. The Board of Trustees will review the recommendations of the ACC and notify the Owner of their decision within thirty (30) days. Owner then has thirty (30) days to appeal the Board's decision. After affording the Owner notice and hearing following the receipt of the request for appeal, the Board of Trustees shall render its written decision. The failure of the Board of Trustees to render a decision within a forty-five (45) day period following the hearing shall be deemed a decision in favor of the appellant.
6. Following the return of the deposits, the owner will have two weeks to recover home plans from the ACC. If plans are not recovered from the ACC within the two-week period, the ACC may dispose of the plans.

#### **X. PROPERTY MAINTENANCE**

1. The Deer Mountain website ([www.deermountain.info](http://www.deermountain.info)) contains a document entitled "Prohibited Acts," which articulates property maintenance requirements. That document is incorporated by reference herein, and owners should reference it, in addition to the text of this Section, when considering their property maintenance obligations and responsibilities to the HOA.
2. Owners are responsible for the maintenance and upkeep of their property, whether unimproved or improved. Owners will maintain properties to protect property values and retain or enhance the beauty of the area.
3. Owners will keep properties free of debris and noxious weeds. Owners will spray and remove noxious weeds from their properties by the first day of June each year. Failure to comply with this requirement will result in a Type-One non-compliance issue, discussed below. If after June 1, weeds return, owners will be responsible for eliminating those weeds. Beyond spraying by June 1, it is therefore strongly recommended that additional spraying occur into late fall.
4. Owners will maintain existing landscaping and exterior finishes with sufficient regularity to avoid deterioration of the landscaping and finishes. Homeowners who landscape their front yards with turf or natural grasses will irrigate and mow them to keep the height below three (3) inches. Owners will irrigate and maintain trees and shrubs. Owners will maintain on their property the minimum number of trees (10) and shrubs (15) required by these Guidelines. Owners should exercise cares when planting trees and shrubs, anticipating height of trees and shrubs upon maturity. The projected height of trees and shrubs should be limited so that they do not negatively affect neighbors' views.

5. Property maintenance, non-compliance issues for improved and unimproved properties will be classified as “Type-One” or “Type-Two” non-compliances.
  - i. Type-One non-compliance issues include, but are not limited to, minor landscaping issues that require the following types of corrective action: mowing or trimming of grass, spreading mulch, weeding and removal of weeds, trimming trees and shrubs, and removing debris.
  - ii. Type-Two non-compliance issues include, but are not limited to, major landscape disrepair, substantial driveway deterioration, and degradation of exterior painting and stains that require the following types of corrective action: significant landscaping overhauls, staining or painting, and repairing or sealing driveways.
6. The HOA will address with owners potential non-compliance issues as the Board of Trustees identifies them through the HOA’s property manager or other process, including but not limited to annual property surveys of improved and unimproved lots conducted by an HOA representative.
7. The HOA will address Type-One, non-compliance issues as follows. The HOA directly or through the HOA’s property manager will notify the owner and advise him/her of the specific non-compliance issue(s), identifying the non-compliance as a Type-One issue. The owner will have two weeks from the date of the notice to remedy the issue. If after 14 days, the problem is not resolved (or otherwise managed between the owner and the HOA), the owner will be notified of his/her failure to resolve the issue and fined \$100 per day until the non-compliance is resolved. If after 30 days from the date of notice of the initiation of fines, the non-compliance issue has not been resolved, the owner will permit the HOA access to the owner’s property, without liability to the HOA, to resolve the non-compliance.
8. The HOA will address Type-Two, non-compliance issues as follows. The HOA directly or through the HOA’s property manager will notify the owner and advise him/her of the specific non-compliance issue(s), identifying the non-compliance as a Type-Two issue. The owner will have 30 days from the date of the notice to provide the HOA’s property manager with a written remediation proposal, including schedule, for resolving the non-compliance. The HOA directly or through the HOA’s property manager will respond to the owner’s proposal within seven (7) days, either accepting the proposal or setting forth a different remediation plan. The HOA will accept all reasonable owner remediation plans as to scope of work and timetable. If the owner does not resolve the non-compliance issue pursuant to the remediation plan, including the timetable set forth therein, or fails to submit a proposal within the 30-day period triggered by the notice, the owner will be notified of his/her failure to resolve the issue and fined \$100 per day until the non-compliance is resolved. If after 30 days from the date of notice of the initiation of fines, the non-compliance issue has not been resolved, the owner will permit the HOA access to the owner’s property, without liability to the HOA, to resolve the non-compliance.
9. The Board of Trustees will make decisions regarding fines. The Board will account for factors such as poor weather that delay remediation when considering fines and the amount of any fines imposed.
10. An owner will be liable for all costs, indirect and direct, incurred by the HOA in remedying a Type-One or Type-Two non-compliance issue, will be billed the costs of remediation, and will be

responsible for making payment on billed amounts for remediation. The HOA will apply fines collected to the costs incurred by the HOA to remediate the non-compliance. If collected fines are insufficient to cover the cost, the owner will be obligated to reimburse the HOA for amounts exceeding the amount of collected fines. If collected fines exceed amounts required to remedy the non-compliance issues, the HOA will use the excess to fund budgeted expenses of the HOA.

11. The HOA may use all reasonable methods to recover the costs of remediation and to collect fines, including, but not limited to, placing liens on subject properties and employing collections professionals. If the HOA uses legal proceedings to recover costs of remediation and or/fines, the owner will be responsible for the legal costs, including attorney fees, interest, and expenses.

Approved by the Board of Trustees of the Homes at Deer Mountain Homeowners' Association this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BOARD OF TRUSTEES OF THE HOMES AT DEER MOUNTAIN HOMEOWNERS ASSOCIATION

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**EXHIBIT A**  
**MINIMUM LOT SETBACK REQUIREMENTS FOR STAGGERING**  
**SMALL LOTS PLAT 2**

Lot 101.....	25 ½ feet
Lot 102.....	20 ½ feet
Lot 103.....	30 ½ feet
Lot 104.....	20 ½ feet
Lot 105.....	25 ½ feet
Lot 106.....	20 ½ feet
Lot 107.....	20 ½ feet
Lot 108.....	20 ½ feet
Lot 109.....	20 ½ feet
Lot 110.....	30 ½ feet
Lot 111.....	25 ½ feet
Lot 112.....	20 ½ feet
Lot 113.....	25 ½ feet
Lot 114.....	30 ½ feet
Lot 115.....	25 ½ feet
Lot 116.....	30 ½ feet
Lot 117.....	25 ½ feet
Lot 118.....	20 ½ feet
Lot 119.....	25 ½ feet
Lot 120.....	30 ½ feet
Lot 121.....	25 ½ feet
Lot 122.....	20 ½ feet
Lot 123.....	20 ½ feet
Lot 124.....	30 ½ feet
Lot 125.....	25 ½ feet
Lot 126.....	20 ½ feet
Lot 127.....	20 ½ feet
Lot 128.....	20 ½ feet
Lot 129.....	20 ½ feet
Lot 130.....	25 ½ feet
Lot 131.....	25 ½ feet
Lot 133.....	25 ½ feet
Lot 134.....	20 ½ feet
Lot 135.....	20 ½ feet
Lot 136.....	20 ½ feet
Lot 137.....	20 ½ feet
Lot 138.....	20 ½ feet

**EXHIBIT B**  
**SQUARE FOOTAGE CHARTS**

<b><u>Plat 2</u></b>	<b><u>Sq. Ft. Min</u></b>	<b><u>Sq. Ft. Max</u></b>
<u>2-Story</u>	3000	5,000
<u>Tri/Multi Level</u>	3000	5,000

<b><u>Plat 3</u></b>	<b><u>Sq. Ft. Min</u></b>	<b><u>Sq. Ft. Max</u></b>
<u>2-Story</u>	4000	6,000
<u>Tri/Multi Level</u>	4000	6,000

<b><u>Plat 4</u></b>	<b><u>Sq. Ft. Min</u></b>	<b><u>Sq. Ft. Max</u></b>
<u>2-Story</u>	4000	9,000
<u>Tri/Multi Level</u>	4000	9,000

Notes:

1. Maximum Footprint including garage is 3,200 Square Feet on Plat 2
2. All lots are required to have, at minimum, a double-car garage. Three-car garages are the maximum permissible within Plat 2, subject to ACC and Board of Trustee approval.