



BASINVIEW

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
BASINVIEW ESTATES CLUSTER SUBDIVISION
A COVENANTED SUBDIVISION**

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
BASINVIEW ESTATES CLUSTER SUBDIVISION
A COVENANTED SUBDIVISION**

THIS DECLARATION is made and executed this _____ day of _____, 2006 by Basinview Development, L.C., a Utah Limited Liability Company, (the "Declarant").

R E C I T A L S:

A. Declarant is the record owner of that certain tract of land (the "Property") in the county of Weber, state of Utah, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof. Declarant desires to create on said Property a residential development with Common Areas.

B. Declarant desires to provide for preservation of the values and amenities of the Property and for maintenance of the Common Areas.

C. Declarant has deemed it desirable, for the efficient preservation of the values and amenities of the Property, to create an entity which possesses the powers to maintain and administer the Common Areas, collect and disburse the assessments and charges provided for in the Declaration and otherwise administer and enforce the provisions of the Declaration. For such purposes, Declarant has caused to be incorporated, under the laws of the State of Utah, the Basinview Estates Home Owners Association, a Utah non-profit corporation (the "Association").

NOW, THEREFORE, for the foregoing purposes, the Declarant declares that the Property shall be subject to this Declaration and that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I - DEFINITIONS

When used in this Declaration (including in that portion hereof headed "Recitals") the following terms shall have the meaning indicated:

1.1 Association shall mean the Basinview Estates Home Owners Association, a Utah non-profit corporation.

1.2 Board shall mean the Board of Trustees of the Association.

1.3 Common Areas shall mean all property, including open space, streets, roadways, rights-of-way and utilities, owned or designated on the recorded plat as being intended ultimately

to be owned by the Association for the common use and enjoyment of the Owners, together with all improvements thereon and all easements appurtenant thereto.

1.4 Declaration shall mean this Declaration of Covenants, Conditions and Restrictions of Basinview Estates Cluster Subdivision, a Covenanted Subdivision.

1.5 Architectural Control Committee shall mean the Architectural Control Committee established by and referred to in Article VIII of this Declaration.

1.6 Living Unit shall mean a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on the same Residential Lot and used in conjunction with such residence.

1.7 Managing Agent shall mean any person or entity appointed or employed as Managing Agent pursuant to Section 4.1 of Article IV of this Declaration.

1.8 Mortgage shall mean any mortgage, deed of trust, or trust deed or the act of encumbering any property by a mortgage, deed of trust or trust deed; and mortgagee shall mean any mortgagee of a mortgage and any trustee or beneficiary of a deed of trust or trust deed.

1.9 Owner shall mean any person who is the owner of record (as reflected by the records in the office of the County Recorder of Weber County, Utah) of a fee or undivided fee interest in any Residential Lot, including contract sellers, but not including purchasers under contract until such contract is fully performed and legal title is conveyed of record. Notwithstanding any applicable theory relating to mortgages, no mortgagee shall be an Owner unless such party acquires fee title pursuant to foreclosure or sale or conveyance in lieu thereof. Declarant shall be an Owner with respect to each Residential Lot owned by it.

1.10 Property shall mean the Property described in Exhibit "A" attached hereto, which includes all land covered by this Declaration, including Common Areas.

1.11 Residential Lot shall mean and refer to any one of the eight (8) lots of land within the boundary of the Property as shown upon and designated on the Plat.

1.12 Plat shall mean and refer to the Plat of Basinview Estates Cluster Subdivision, A Covenanted Subdivision, prepared and certified by Robert D. Kunz, a registered professional surveyor, executed and acknowledged by Mark A. Bates on August 4, 2006, which is being recorded in the official records of Weber County, Utah, shortly before the recording of this Declaration.

1.13 Member shall mean and refer to every person who holds membership in the Association.

1.14 Declarant shall mean Basinview Development, L.C., and its successors and assigns.

1.15 Roadways shall mean that portion of the Common Areas consisting of the streets and roads within the Property for the use and benefit of the Owners as such are identified and depicted on the Plat.

ARTICLE II - SUBMISSION AND DIVISION OF PROJECT

2.1 Submission. The Property which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the real property situated in Weber county, state of Utah, described in Exhibit "A" attached hereto and by this reference made a part hereof. The Property is being subdivided into eight (8) Lots, identified as Lots 1 through 8, Basinview Estates Cluster Subdivision, A Covenanted Subdivision, as identified in the Plat.

2.2 Division into Lots and Common Areas. The Property is hereby divided into eight (8) Lots, each consisting of a fee simple interest in a portion of the Property as set forth in the Plat. All portions of the Property not designated as Lots shall constitute the Common Areas, which shall be owned by the Association for the benefit of all Owners in accordance with the provisions of this Declaration.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Membership. Every Owner upon acquiring title to a Residential Lot shall automatically become a member of the Association and shall remain a member thereof until such time as his/her ownership of such Residential Lot ceases for any reason, at which time his/her membership in the Association with respect to such Residential Lot shall automatically cease and the successor Owner shall become a Member. Membership in the Association shall be mandatory and shall be appurtenant to and may not be separated from the ownership of a Residential Lot.

3.2 Voting Rights. The Association shall have the following described two classes of Voting membership:

Class A. Class A members shall be all Owners, but excluding the Declarant until the Class B membership ceases. Class A members shall be entitled to one vote for each Residential Lot in which the interest required for membership in the Association is held.

Class B. Declarant shall be the sole Class B Member. The Class B Member shall be entitled to four votes for each Residential Lot which it owns. The Class B membership shall automatically cease and be converted to Class A membership on the first to occur of the following events:

- (a) When the total number of votes held by all Class A Members equals

a combined total of five (5) or more; or

(b) December 31, 2015.

3.3 Multiple Ownership Interests. In the event there is more than one Owner of a particular Residential lot, the vote relating to such Residential Lot shall be exercised as such Owners may determine among themselves, but in no event shall more than one Class A vote be cast with respect to any Residential Lot. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Residential Lot concerned unless an objection is made at the meeting by another Owner of the same Residential Lot, in which event a majority in interest of the co-owners as shown on the record of ownership maintained by the Association shall be entitled to cast the vote.

3.4 Record of Ownership. Every Owner shall promptly cause to be duly filed of record the conveyance document to him/her of his/her Residential Lot and shall file a copy of such conveyance document with the secretary of the Association, who shall maintain a record of ownership of the Residential Lots. Any Owner who mortgages his Residential lot or any interest therein by a Mortgage which has priority over the lien of any assessment provided herein shall notify the secretary of the Association of the name and address of the mortgagee and also of the release of such Mortgage; and the secretary of the Association shall maintain all such information in the record of ownership.

ARTICLE IV - OPERATION AND MAINTENANCE

4.1 Duties of the Association. Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation or this Declaration, the Association shall have the obligations and duties to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

(a) The association shall accept all owners as Members of the Association.

(b) The Association shall accept title to all Common Areas conveyed to it by the Declarant.

(c) The Association shall provide and be responsible for the management, control, operation, care, maintenance, repair, replacement, and upkeep of the Common Areas, including snow removal, and shall keep the same in good, clean, attractive, safe and sanitary condition, unless, until and except to the extent that such responsibility is transferred to and accepted by some other authority, public agency, or utility, and such transfer is agreed to by Members holding at least two-thirds (2/3) of the votes of each class of membership of the Association.

(d) To the extent not assessed to or paid by the Owners directly, the

Association shall pay all real property taxes and assessments, levied upon any portion of the Common Areas, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

(e) The Association shall obtain and maintain in force the policies of insurance required by Article IX of this Declaration.

(f) The Association may employ a responsible corporation, partnership, firm, person or other entity to act as the Managing Agent to manage and control the Common Areas, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board. The compensation of the Managing Agent shall be such as shall be specified by the Board. Any agreement appointing a Managing Agent shall be terminable by the Board with cause upon five (5) days written notice thereof and at any time without cause or payment of a termination fee upon ninety (90) days written notice thereof, and the term of any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one-year periods. Any Managing Agent shall be an independent contractor and not an agent or employee of the Association.

4.2 Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles of Incorporation, together with its general powers as a non-profit corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect assessments as hereinafter provided. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

(a) The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any Residential Lot for the purpose of maintaining and repairing such Residential Lot or any improvement thereon if for any reason the Owner fails to maintain and repair such Residential Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Residential Lot in violation of this Declaration. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Board, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulations.

(b) In fulfilling any of its duties under this Declaration, including its duties for the maintenance, repair, operation or administration of the Common Areas and Residential Lots (to the extent required herein or necessitated by the failure of the Owners of such Residential Lots) or in exercising any of its rights to construct improvements or other work upon any of the Common Areas, and provided that any contract for goods or services having a term of more than one (1) year shall state that it may be terminated by either party

at the end of the first year or at any time thereafter upon not less than ninety (90) days' written notice, the Association shall have the power and authority (i) to pay and discharge any and all liens placed upon any Common Areas on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (ii) to obtain, contract and pay for, or otherwise provide for:

(1) Maintenance, repair and replacement of any private gates, all Roadways and appurtenant improvements, including the removal of snow thereon, on such terms and conditions as the Board shall deem appropriate;

(2) Construction, maintenance, repair and landscaping of the Common Areas, including all surface run-off, drainage and detention facilities, on such terms and conditions as the Board shall deem appropriate;

(3) Such insurance policies or bonds as the Board may deem appropriate for the protection or benefit of Declarant, the Association, the members of the Board, the members of the Architectural Control Committee and the Owners;

(4) Such utility services, subject to availability, including (without limitation) culinary water, secondary water, sewer, trash removal, electrical, telephone and gas services, as the Board may from time to time, in its sole discretion, deem desirable;

(5) The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable;

(6) Fire, police and such other protection services as the Board may deem desirable for the benefit of the Owners or any of the Property;

(7) Such materials, supplies, furniture, equipment, services and labor as the Board may deem necessary; and

(c) The Board may delegate to a Managing Agent any of its powers under this Declaration; provided, however, that the Board cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of \$7,500, subject to reasonable adjustments from time to time by the Board, nor the power to sell, convey, mortgage or encumber any Common Areas.

4.3 Failure to Maintain Lot. Upon thirty (30) days prior written notice to the Owner, the Association shall have the power and authority to hire a responsible corporation, partnership, firm, person or other entity to maintain the Lot of an Owner should the Owner thereof fail to properly maintain the same. The cost to maintain a Lot for an Owner shall be charged to the Owner and may be included in the next scheduled monthly assessment to the Owner.

4.4 Association Rules. The Board from time to time and subject to the provisions of this Declaration may adopt, amend, repeal and enforce rules and regulations governing, among other things, (a) the use and maintenance the Common Areas; (b) the use of any Roadways or utility facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals on the Property; and (e) other matters concerning the use and enjoyment of the Property and the conduct of residents.

4.5 Limitation of Liability. No member of the Board acting in good faith shall be personally liable to any Owner, guest, lessee or any other person for any error or omission of the Association, its representatives and employees, the Board, the Architectural Control Committee or the Managing Agent.

4.6 Limitation on Granting Easement to Adjacent Property Owners. The Association acknowledges that Declarant has paid for all infrastructure running through the Project with the expectation that it will receive reimbursement for a portion of the same through negotiating and granting access easement(s) through the Property. To that end, the Association agrees that it shall not grant an easement through the Common Area(s) of the Property for the benefit of any adjacent property owners without first obtaining the prior written consent of Declarant. In addition, the Association hereby assigns, in perpetuity, to Declarant the exclusive right to negotiate any such easements and the right to collect and keep any money obtained from the granting of such easement(s) as and for infrastructure reimbursement. The Association hereby grants to Declarant the power of attorney, coupled with an interest, and with full authority, to execute, on behalf of the Association, any such easement(s) without further authority or consent by the Association.

ARTICLE V - ASSESSMENTS

5.1 Personal Obligation and Lien. Each Owner shall by acquiring or in any way becoming vested with his/her interest in a Residential Lot, be deemed to covenant and agree to pay to the Association the monthly and special assessments described in this Article, together with late payment fees, interest and costs of collection, if and when applicable. All such amounts shall be, constitute and remain: (a) a charge and continuing lien upon the Residential Lot with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligation of the Owner or Owners of such Lot at the time the assessment fails due. No Owner may exempt himself or his Residential Lot from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Residential Lot. In a voluntary conveyance of a Residential lot, the grantee shall be jointly and severally liable with the grantor for all unpaid monthly and special assessments, late payment fees, interest and costs of collection which shall be a charge on the Residential Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

5.2 Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property. The use made by the Association of funds obtained from assessments may include

payment of the cost of taxes and insurance on the Common Areas; maintenance, repair, and improvements of the Common Areas; management and supervision of the Common Areas; establishing and funding of a reserve to cover major repair or replacement of improvements within the Common Areas; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation. The Association shall maintain an adequate reserve fund or funds for maintenance, repairs and replacement of those elements of the Common Areas that must be maintained, repaired or replaced on a periodic basis.

5.3 Monthly Assessments. The Board shall from time to time and in its discretion set the amount of the monthly assessment in an amount reasonably estimated by the Board to be sufficient to meet the obligations imposed by this Declaration and on the basis specified in Section 5.07 below.

5.4 Special Assessments. From and after the date set under Section 5.8 of this Article, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repairs or replacement of the Common Areas. Any such special assessment must be assented to by a majority of the votes of the membership which Owners present in person or represented by proxy are entitled to cast at a meeting duly called for that purpose. Written notice setting forth the purpose of such meeting shall be sent to all Owners at least ten (10) but not more than thirty (30) days prior to the meeting date.

5.5 Quorum Requirements. The quorum at any meeting required for any action authorized by Section 5.4 above shall be as follows: At the first meeting called, the presence of Owners or of proxies entitled to cast at least fifty percent (50%) of all of the votes of each class of membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in Section 5.4) at which those present shall constitute a quorum. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

5.6 Special Assessment on Specific Residential Lots. In addition to the monthly assessment and any special assessment authorized pursuant to Section 5.4 above, the Board may levy at any time special assessments (a) on every Residential Lot especially benefited by any improvement to adjacent Roadways, planting areas or other portions of the Common Areas made on the written request of the Owner of the Residential Lot to be charged, (b) on every Residential Lot the Owner or occupant of which shall cause any damage to the Common Areas necessitating repairs, and (c) on every Residential Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to Section 4.2(a) of Article IV or other provisions of this Declaration. The aggregate amount of any such special assessments shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs, and shall be allocated among the affected Residential Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in

advance of the performance of work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to a special assessment against the Residential Lots benefited.

5.7 Uniform Rate of Assessment. All monthly and special assessments authorized by Section 5.3 or 5.4 above shall be fixed at a uniform rate for all Residential Lots; provided, however, that the monthly assessment applicable to such Residential Lots owned by Declarant shall be ten percent (10%) of the monthly assessment which would otherwise apply to such Residential Lot. No amendment of this Declaration changing the allocation ratio of such assessments shall be valid without the consent of the Owners of all Residential Lots adversely affected.

5.8 Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence as to all Residential Lots as of the second month following conveyance to the Association of the Common Areas shown on the Plat. At least fifteen (15) days prior to such commencement date and at least fifteen (15) days prior to the effective date of any change in the amount of monthly assessments, the Association shall give each Owner written notice of the amount and first due date of the assessment concerned.

5.9 Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Residential Lot and upon the payment of a reasonable fee to the Association to cover administrative costs, the Association shall issue a certificate stating whether or not payments of all assessments respecting such Residential Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who rely thereon in good faith.

5.10 Effect of Nonpayment – Remedies. Any assessment not paid when due shall, together with interest and costs of collection, be, constitute, and remain a continuing lien on the affected Residential Lot. If any assessment is not paid within thirty (30) days after the date on which it becomes due, the amount thereof shall bear interest from the due date at the rate of one and one-half percent (1 1/2%) per month; and the Association may bring an action against the Owner who is personally liable or may foreclose its lien against the Residential Lot, or both. Any judgment obtained by the Association in connection with the collection of delinquent assessments and related charges shall include reasonable attorney's fees, court costs and every other expense incurred by the Association in enforcing its rights.

5.11 Subordination of Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any first Mortgage to a bank, savings and loan association, insurance company or other institutional lender; and the holder of any such first Mortgage or purchaser who comes into possession of a Residential Lot by virtue of the foreclosure of such Mortgage or the exercise of a power of sale under such mortgage, or by deed in lieu of foreclosure, shall take free of such assessment lien as to any assessment which accrues or becomes due prior to the time such holder or purchaser takes possession of such Residential Lot; provided, that to the extent there are any proceeds of the sale on foreclosure of such Mortgage or by exercise of such power of sale in excess of all amounts necessary to satisfy all indebtedness secured by and owed

to the holder of such Mortgage, the lien shall apply to such excess. No sale or transfer shall relieve any Resident Lot from the lien of any assessment thereafter becoming due.

ARTICLE VI - PROPERTY RIGHTS AND CONVEYANCES

6.1 Easement Concerning Common Areas. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Residential Lot and in no event shall be separated therefrom. Any Owner may delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such owner's Residential Lot. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Areas except for the necessary parking, access, communication, utility, drainage and sewer purposes for which such easements are intended for use in common with others.

6.2 Form of Conveyancing. Any deed, mortgage, deed of trust, or other instrument conveying or encumbering title to a Residential Lot shall describe the interest or estate involved substantially as follows:

Lot No. _____ of Basinview Estates Cluster Subdivision, A Covenanted Subdivision, according to the Plat thereof recorded in Book _____, Page _____, of the Official Records of Weber County, which Lot is contained within Basinview Estates Cluster Subdivision, A Covenanted Subdivision, identified in the "Declaration of Covenants, Conditions, and Restrictions of Basinview Estates Cluster Subdivision, A Covenanted Subdivision" recorded in Book _____ at Page _____. SUBJECT TO the covenants, conditions, restrictions, easements, charges and liens provided for in said Declaration of Covenants, Conditions and Restrictions.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Residential Lot. Any lease of a Residential Lot shall be in writing and shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation of the Association and that any failure by the lessee to comply with the terms of such documents shall be a default under the Lease.

6.3 Transfer of Title to Common Areas. Declarant shall convey to the Association title to the various Common Areas free and clear of all liens (other than the lien of current general taxes and the lien of any non delinquent assessments, charges, or taxes, imposed by governmental or quasi-governmental authorities).

6.4 Limitation on Easement. An Owner's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

(a) The right of the Association to govern by rules and regulations the use of the Common Areas for the Owners so as to provide for the enjoyment of the Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Residential Lots by every Owner, including the right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Areas;

(b) The right of the Association to suspend an Owner's right to the use of any amenities included in the Common Areas for any period during which an assessment on such Owner's Residential Lot remains unpaid and for a period not exceeding ninety (90) days for any infraction by such Owner of the provisions of this Declaration or of any rule or regulation promulgated by the Board;

(c) The right of Weber County and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, transporting school children, and providing any other governmental or municipal service; and

(d) The right of the Association to dedicate or transfer any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association, provided that such dedication or transfer must first be assented to in writing by (1) all holders of first mortgages secured by Residential Lots and (2) the Owners of at least seventy-five percent (75%) of the Residential Lots (not including Residential Lots owned by Declarant). No such dedication or transfer, however, may take place without the Association first receiving written approval from Weber County pursuant to all applicable state rules and ordinances in effect at the time of such proposed dedication or transfer.

6.5 Reservation of Access and Utility Easements. Declarant reserves easements for access, electrical, gas, communications, cable television and other utility purposes and for sewer, drainage and water facilities, (whether servicing the Property or other premises or both) over, under, along, across and through the Property, together with the right to grant Weber County, or any other appropriate governmental agency or to any public utility or other corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof.

6.6 Easements for Encroachments. If any part of the Common Areas as improved by Declarant now or hereafter encroaches upon any Residential Lot or if any structure constructed by Declarant on any Residential Lot now or hereafter encroaches upon any other Residential Lot or upon any portion of the Common Areas, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any structure on any Residential Lot shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon any other Residential Lot or upon any portion of the Common Areas due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

6.7 Easements for Construction and Development Activities. Declarant reserves easements and rights of ingress and egress over, under, along, across and through the Property and the right to make such noise, dust and other disturbance as may be reasonably incident to or necessary for the (a) construction of Living Units on Residential Lots, (b) improvement of the Common Areas and construction, installation and maintenance thereon of Roadways, walkways, buildings, structures, landscaping, and other facilities designed for the use and enjoyment of some or all of the Owners, and (c) construction, installation and maintenance on lands within, adjacent to, or serving the Property of Roadways, walkways, and other facilities, planned for dedication to appropriate governmental authorities. The reservations contained in this paragraph shall expire twenty (20) years after the date on which this Declaration was first filed for record in the Office of the County Recorder of Weber County, Utah.

6.8 Grant of Easement to Weber County. Declarant hereby dedicates, grants and conveys to Weber County a perpetual right-of-way and easement over, upon and under the lands designated on the Plat as Common Area, Roadways, and easements for public Utility and drainage purposes as indicated on the Plat, the same to be used for the installation, maintenance and operation of public utility service lines and storm drainage facilities, the same to be maintained and managed by the Association.

ARTICLE VII - LAND USE RESTRICTIONS AND OBLIGATIONS

7.1 General Restrictions and Requirements.

(a) No improvement, excavation, fill or other work (including the installation of any wall or fence) which in any way alters any Residential Lot from its natural or improved state existing on the date such Residential Lot is first conveyed by Declarant to a purchaser shall be made or done except upon strict compliance with the provisions of this Article VII and the provisions of Article VIII, or the Architectural Guidelines.

(b) Residential Lots shall be used only for single-family residential purposes, and no more than one Living Unit shall be constructed on any Residential Lot. The facilities and improvements constituting part of the Common Areas shall be used only for

the purposes and uses for which they are designed. Common Areas shall be used only for natural recreational uses which do not injure or scar the Common Areas or the vegetation thereof, increase the cost of maintenance thereof or cause unreasonable embarrassment, disturbance or annoyance to Owners in their enjoyment of their Residential Lots and Living Units or the Common Areas.

(c) Businesses, professions or trades may be operated or maintained in a Residential Lot subject to the prior written approval of the Board, which approval shall not be unreasonably withheld, subject to the following limitations: (i) any such business, profession or trade may not require heavy equipment or create a nuisance within the Project, (ii) may not noticeably increase the traffic flow to the project, (iii) may not be observable from outside the Residential Lot, and (iv) may only be carried on following approval from Weber County pursuant to all applicable state and county rules and ordinances in effect at the time any such use is requested. Specifically, it is contemplated that certain businesses, professions or trade which rely heavily on the Internet and other similar type of technological advances may be operated or maintained within a Residential Lot, subject to the foregoing limitations and all other limitations of this Declaration.

(d) No noxious or offensive activity shall be carried on upon any Residential Lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their Residential Lots and Living Units or the Common Areas. Without limiting the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Residential Lot and

Living Unit thereon, shall be placed or used upon any Residential Lot without the prior written approval of the Architectural Control Committee.

(e) No furniture, fixtures, appliances or other goods and chattels shall be stored in such a manner as to be visible from neighboring Residential Lots, Roadways or Common Areas.

(f) Each Residential Lot, and all improvements located thereon, shall be maintained by the Owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at the Owner's expense.

(g) All garbage, rubbish, and trash shall be kept in covered containers. In no event shall such containers be maintained so as to be visible for neighboring Residential Lots, Roadways, or Common Areas. The storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with applicable laws and the rules and regulations of the Board.

(h) No Residential Lot shall be resubdivided.

(i) All improvements shall be constructed in accordance with applicable

building line and setback provisions of zoning ordinances.

(j) All structures constructed on any Residential Lot shall be constructed with new materials unless otherwise permitted by the Architectural Control Committee; and no used structures shall be relocated or placed on any Residential Lot.

(k) All improvements located on any Residential Lot including any and all landscaping shall be constructed and placed upon a lot shall be in accordance with the Architectural Guidelines, a copy of which are attached hereto as Exhibit "C" and incorporated herein by this reference and with the prior written approval of the Architectural Control Committee as required in the Architectural Guidelines.

(l) No alterations to any improvements or landscaping shall be made except in accordance with this Declaration and the Architectural Guidelines.

(m) No Living Unit shall be permitted to remain incomplete for a period in excess of one (1) year from the date of commencement of construction unless any delays are approved by the Architectural Control Committee.

(n) No accessory building shall be constructed upon any Residential Lot unless specifically allowed by the Architectural Guidelines prior approved by the Architectural Control Committee. In the absence of any architectural standards, no such accessory building shall be allowed.

(o) No Living Unit shall be occupied until the same is (i) substantially completed in accordance with the plans of the Unit type and (ii) the Living Unit is approved for occupancy by Weber County.

(p) No Owner of any Residential Lot, except Declarant, shall build or permit the building thereon of any structure that is to be used as a model or exhibit unless a permit to do so is first granted by the Architectural Control Committee.

(q) No improvement which suffers partial or total destruction shall be allowed to remain on any Residential Lot in such a state for more than three (3) months after the date of such destruction.

(r) No outside toilet, other than self-contained portable toilet units used during construction, shall be placed or constructed on any Residential Lot or the Common Areas. All plumbing fixtures, dishwashers, garbage disposals, toilets and sewage disposal systems shall be connected to a sewage system.

(s) No exterior antenna or satellite dish of any sort shall be installed or maintained on any Residential Lot except of a height, size and type approved by the Architectural Control Committee. No activity shall be conducted within the Property which interferes with television or radio reception.

(t) No Outside clotheslines and other outside clothes drying or airing facilities shall be maintained on any Residential Lot unless the same is maintained within a fenced enclosure and not visible from the Roadways.

(u) No drilling (except for a water well expressly permitted), refining, quarrying or mining operations of any kind shall be permitted upon any Residential Lot or the Common Areas, and no derrick, structure, pump or equipment designed for use in any such activity shall be erected, maintained or permitted on any Residential Lot or the Common Areas. There shall be no water well developed on any Residential Lot by the Owner thereof unless (i) a permit is first obtained from the Board and (ii) the Board first approves the location and facilities used in connection with such well.

(v) There shall be no blasting or discharge of explosives upon any Residential Lot or the Common Areas except as permitted by the Board; provided that this provision shall in no way limit or restrict Declarant in its activities in connection with and during the development and sale of Residential Lots.

(w) No signs whatsoever shall be erected or maintained upon any Residential Lot, except:

(1) Such signs as may be required by legal proceedings,

(2) Such signs as Declarant may erect or maintain on a Residential Lot, the Common Areas, or at the entrance of the Property.

(3) One "For Sale" or "For Rent" sign having a maximum face area of six (6) square feet and referring only to the premises on which it is situated.

(x) Except to the extent used by Declarant in connection with and during the development and sale of Residential Lots, no mobile home or similar facility shall be placed upon any Residential Lot, the Common Areas, or adjoining public streets except for temporary storage in strict accordance with the rules and regulations of the Board. No stripped down, wrecked or junk motor vehicles shall be kept, parked, stored or maintained on any Residential Lot, Common Areas, or Roadways. No large commercial vehicle, motor home, camping trailer, snowmobile trailer, or the like, shall be parked on any Residential Lot, Roadways, or Common Areas, except as prior approved by the Board.

(y) Maintenance of any animals on any Residential Lot shall be subject to the following restrictions and limitations:

(1) No livestock of any kind, including, but not limited to, pigs, cows, goats, sheep, horses, etc. may be kept or maintained on any Residential Lot.

(2) No dangerous or nuisance animals, as defined by the Board, may be

maintained or kept on any Residential Lot.

(3) The area of any Residential Lot occupied by an animal shall be properly maintained so as not to create any noxious or offensive odors or conditions which is or may become a nuisance or may cause disturbance or annoyance to other Owners in the Project.

(4) No animals shall be permitted on the Common Areas except when accompanied by and under the control of the persons to whom they belong.

(5) The use and control of any animals shall be subject to further control by rules and regulations set forth in the Architectural Guidelines and as further promulgated by the Board from time to time.

(z) Subject to further control by rules and regulations promulgated by the Board, only a reasonable number of generally recognized house pets shall be kept on any Lot. House pets shall be permitted on the Common Areas when accompanied by and under the control of the person to whom they belong. No animals of any kind shall be raised for commercial purposes unless prior written approval is obtained from the Board.

(aa) There shall be no exterior fires, except fires started and controlled by the Association incidental to the maintenance and preservation of any portion of the Property and barbecue and incinerator fires contained within facilities or receptacles designed for such purposes. No Owner shall cause or permit any condition which creates a fire hazard, creates a nuisance, or is in violation of any fire prevention regulations.

(bb) There shall be no camping upon any Residential Lot or Common Areas except as permitted by the Board by written license.

(cc) No Owner or guest shall park any vehicle or cause any obstruction in front of a driveway.

7.2 Exemption of Declarant. Notwithstanding the provisions of Section 7.1, the Declarant shall have the right to use any Residential Lot or Living Unit owned by it, and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional or other activities designed to accomplish or facilitate improvement of the Common Areas or improvement and sale of all Residential Lots owned by Declarant.

7.3 Enforcement of Land Use Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration:

(a) Declarant, so long as it has any interest in any of the Property or Residential

Lots;

- (b) Any Owner; or
- (c) The Association.

The prevailing party in an action for the enforcement of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

7.4 Conditional Notes on Plat. Neither the Association nor any Owner of a Residential Lot shall have the authority to waive or alter the conditions or requirements set out as notes on the Plat.

ARTICLE VIII - ARCHITECTURAL CONTROL

8.1 Organization of the Architectural Control Committee. There shall be an Architectural Control Committee consisting of not fewer than three (3) members. Each member shall hold his office until such time as he has resigned, been removed, or his successor has been appointed. The members of the Architectural Control Committee need not be Owners. Declarant shall have the right to appoint, remove and increase the number of members of the Architectural Control Committee; provided that such right shall vest in the Board upon the expiration of any continuous period of eighteen (18) months during which Declarant at all times owns less than ten percent (10%) of the Residential Lots then covered by this Declaration. Declarant may voluntarily relinquish control of the Architectural Control Committee to the Board at any time. Whenever the Architectural Control Committee consists of more than three (3) members, it may designate subcommittees, each consisting of at least three (3) members. Unless authorized by the Board, the members of the Architectural Control Committee shall not receive any compensation, but all members shall be entitled to reimbursement from the Association for reasonable expenses incurred in the performance of any Architectural Control Committee function.

8.2 Address of Architectural Control Committee. The address of the Architectural Control Committee shall be the address established for giving notice to the Association, unless otherwise specified by the Committee. Such address shall be the place for submittal of plans and specifications, and the place where the current Architectural Guidelines shall be kept.

8.3 Actions Requiring Approval. No fence, wall, Living Unit, accessory or addition to a Living Unit, or landscaping or other improvement of a Residential Lot shall be constructed or performed, nor shall any alteration of any structure on any Residential Lot, including a change in exterior color, be made, unless complete plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall first be submitted to and approved by the Architectural Control Committee in accordance with the Architectural Guidelines.

8.4 Resignation of Members. Any member of the Committee may, at any time, resign

from the Committee upon written notice delivered to the Board.

8.5 Duties. It shall be the duty of the Committee to consider and act upon such proposals or plans related to the development of the Property that are submitted pursuant to the Architectural Guidelines, to enforce the Architectural Guidelines, and to amend the Architectural Guidelines when, and in a manner deemed appropriate by, the Committee.

8.6 Meetings. The Committee shall meet from time to time as necessary to properly perform its duties. The vote of a majority of the members shall constitute an act by the Committee. The Committee shall keep on file all submittals and copies of all written responses to Owners to serve as record of all actions taken.

8.7 Compensation. Unless authorized by the Association, the members of the Committee shall not receive any compensation for services rendered. All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of their duties. Professional consultants and representatives of the Committee retained for assistance in the review process shall be paid such compensation as the Committee determines.

8.8 Non-Liability of Members. Neither the Committee, any member thereof, nor the developer, shall be liable to the Association or to any Owner or other person for any loss or damage claimed on account of any of the following:

- (a) The approval or disapproval of, or the failure to approve or disapprove, or act to approve or disapprove, any plans, drawing and specifications, whether or not defective.
- (b) The construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications. .
- (c) The development or manner of development of any property within the Property.

8.9 Action Against Architectural Control Committee. Every Owner or other person, by submission of plans and specifications to the Architectural Control Committee for approval, agrees that he will not bring any action or suit against the Architectural Control Committee, any of its members, nor the developers, regarding any action taken by the Committee. Approval by the Architectural Control Committee of any improvement only refers to the Architectural Guidelines and in no way implies conformance with local government regulations. It shall be the sole responsibility of the Owner to comply with all applicable government ordinances or regulations, including but not limited to zoning ordinances and local building codes.

8.10 Amendment of Architectural Guidelines and Building Envelope.

Notwithstanding any language to the contrary in this Declaration or Appendixes attached thereto, the Architectural Control Committee may, from time to time and at its sole discretion, amend, revise or modify any portion of the Architectural Guidelines or the Building Envelope referenced throughout this Declaration and all Appendixes attached thereto without amending the Plat or receiving prior approval of the Owners and without recording a copy of the same in the county recorder's office. All such amendments or revisions shall be appended to and made a part of this Declaration, the Plat, and the Architectural Guidelines. Administrative changes may be made in like manner by the Committee. It is the responsibility of all Owners or other interested individuals to request from the Architectural Control Committee a copy of the most recent Architectural Guidelines before purchasing, landscaping, modifying or constructing a home upon a Lot.

8.11 Enforcement. The Architectural Control Committee may, at any time, inspect a homesite or improvement and, upon discovering a violation of the Architectural Guidelines, provide a written notice of non-compliance to the Owner, including a reasonable time limit within which to correct the violation, a notice of violation may also be recorded by the Committee after the expirations of the time limit. If an Owner fails to comply within this time period, the Architectural Control Committee or its authorized agents may enter the homesite and correct the violation at the expense of the Owner of such homesite; said expense to be secured by a lien upon such homesite enforceable in accordance with this Declaration. In the event of any violation of the Architectural Guidelines, the Architectural Control Committee may, at its sole discretion and in addition to restoration expenses, impose without limitation a punitive fine, commensurate with the severity of the violation.

8.12 Delegation of Authority. The Architectural Control Committee may delegate any or all of its Architectural Review responsibilities to one or more of its members, acting as a subcommittee of the Committee, and/or a professional design consultant(s) retained by the Committee on behalf of the Association. Upon such delegation, the actions of such members or consultant(s) shall be equivalent to action by the Committee as a whole.

8.13 Pre-Design Conference. Prior to preparing preliminary plans for any proposed improvement, it is mandatory that the Owner and/or his/her architect/designer meet with a representative of the Architectural Control Committee on site to discuss proposed plans and to resolve any questions regarding the building requirements. This informal review is to offer guidance prior to initiating preliminary design, and should occur on site whenever possible. The parameters and directives identified at each Pre-Design Conference remain valid for one year only. If the submittal of a preliminary design does not occur within twelve months of a Pre-Design Conference, a supplementary Pre-Design Conference is in order to review any changes in site conditions or revisions to the Design Guidelines which may have transpired.

8.14 Preliminary Design Submittal. A Preliminary Design Submittal of two full

size and three 11" x 17" sets of plans must follow within twelve months of the fulfillment of the requisite Pre-Design Conference. When the Preliminary Design is complete, its submittal for consideration must include all of the following exhibits. Review by the Architectural Control Committee will not commence until the submittal is complete. The Committee shall retain all sets of plans.

(a) Site plan (scale at a minimum of 1" = 20'), showing the entire property, topography (at two foot contours or less), location of the proposed building envelope, the residence and all buildings, driveway, parking area, proposed topography, proposed finished floor elevations, edge of pavement or curb, utilities, all trees, all clusters of native shrubs, and special terrain features to be preserved.

(b) Floor plans (scale 1/4" or 1/8" = 1'-0") showing proposed finished floor elevations.

(c) All exterior elevations (scale 1/4" or 1/8" = 1'-0") showing both existing and proposed grade lines, plate heights, ridge heights, roof pitch and a preliminary indication of all exterior materials and colors.

(d) Any other drawings, materials or samples requested by the Committee.

8.15 Preliminary Architectural Review. The Architectural Control Committee will review the plans and respond in writing no later than thirty (30) days after a submittal is complete. Any response an Owner may wish to make regarding the results of an architectural review must be addressed to the Architectural Control Committee in writing. The Committee's approval of a preliminary design is valid for twelve months.

8.16 Final Design Submittal. A Final Design Submittal of two full and three 11" x 17" sets of plans must follow within twelve months of the Committee's granting of approval for a preliminary design. When the final design is complete, its submittal for consideration must include the following exhibits. Review by the Committee will not commence until the submittal is complete. The Committee shall retain all sets of plans.

(a) Site plan (scale at a minimum of 1" = 20'), showing the entire property, topography (at two foot contours or less), location of the building envelope, the residence and all buildings, driveway, parking area, edge of pavement or curb, proposed topography, finished floor elevations, all protected plants or special terrain features to be preserved, trees to be removed, all utility sources and connections, and site walls.

(b) Floor plans (scale 1/4" = 1'-0") showing finished floor elevations.

(c) Roof plan (scale 1/4" = 1'-0") showing all roof pitches.

(d) Building section (scale 1/4" = 1'-0" or larger), indicating existing and proposed grade lines.

(e) All exterior elevations (scale 1/4" = 1'-0") showing both existing and proposed grade lines, plat heights, roof pitch and an indication of exterior materials and colors.

(f) A material board representing elements of foundation stone, exterior wall finish, window clad, roofing material and any other exposed material or color.

(g) Complete landscape plan (scale 1" = 10' or 1" = 8'), showing size and type of all proposed plants, irrigation system, all decorative materials or borders, and all retained plants.

(h) On-site staking of all building corner and other improvements, if requested by the Committee.

(i) Construction period site plan as described in the Architectural Guidelines.

8.17 Agenda Deadline for Final Design Submittal. A Final Design Submittal must be received at the designated address of the Architectural Control Committee by noon of the Friday preceding a scheduled meeting of the Architectural Control Committee, in order to be included on the agenda for consideration.

8.18 Deferral of Material or Color Selection. An applicant may wish to delay the confirmation of landscaping intentions (if any) and final color or stonework selections until some point in time after the start of construction, in order to better visualize landscape considerations, or to test an assortment of potential colors with actual material intended for use. The Architectural Control Committee will cooperate with the applicant in this regard, provided that no landscape work may be started, nor color or material applied, until such time as the Architectural Control Committee has had the opportunity to review and consent to the final selections. Further, the provision stated here shall be a condition of Final Design Approval, therefore application of any material, coating or finish without the requisite resubmittal to the Committee shall have the effect of voiding the approval in its entirety.

8.19 Site Inspection. As soon as the submission of final plans is complete, a representative of the Architectural Control Committee will inspect the homesite to determine that the conditions as depicted in the final submittal are accurate and complete.

8.20 Final Architectural Review. The Architectural Control Committee will review the plans and respond in writing no later than thirty (30) days after a submittal is

complete. No Owner, Architect/Designer or Builder shall have the right to attend any meeting of the Architectural Control Committee unless specifically requested by the Architectural Control Committee. Any response an Owner may wish to make regarding the results of an Architectural Review must be addressed to the Architectural Control Committee in writing. The Architectural Control Committee's approval of the final design is valid for twelve months. It is necessary to receive a final approval before submitting plans to the County for a building permit.

8.21 Re-submittal of Plans. In the event of any disapproval by the Architectural Control Committee of either a Preliminary or Final Submittal, a resubmission of plans should follow the same procedure as an original submittal. An additional Architectural Review fee shall accompany each such submittal as required by the Architectural Control Committee. Design approvals for each review step remain valid for one (1) year only. Therefore, if an application lags the fulfillment of a preceding review phase by more than twelve (12) months, that prerequisite step must be repeated, unless waived by the Committee.

8.22 Pre-Construction Conference. Prior to commencing construction, the builder must meet with a representative of the Committee to review construction procedures and coordinate his/her activities in Basinview Estates Cluster Subdivision.

8.23 Commencement of Construction. Upon receipt of final approval from the Architectural Control Committee, and having satisfied all Weber County review processes, the Owner shall satisfy all conditions and commence the construction or any work pursuant to the approved plans within one year from the date of such approval. If the Owner fails to begin construction within this time period, any approval given by the Committee shall be deemed revoked.

8.24 Completion of Construction. The Owner shall, in any event, complete the construction of any improvement and all required landscaping on his/her Residential Lot within twenty months after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in greater hardship to the Owner due to labor strikes, fires, national emergencies or natural calamities. If the Owner fails to comply with this schedule, the Architectural Control Committee, acting for the Association, may in its sole discretion have the exterior of the improvement or any unperformed landscaping completed in accordance with approved plans or restore and re-vegetate the Residential Lot to a natural condition, with all expenses reimbursed to Association by the Owner. Any such expenses not promptly reimbursed by the Owner shall be the basis of a lien by Association on such Owner's Residential Lot.

8.25 Performance Deposit. The Owner shall deliver to the Architectural Control Committee a Construction Performance Deposit in the sum of \$7,500.00 to be held in escrow pending the completion (including clean up) of all improvements described in the final, approved plans and constructed on the Owner's individual Lot. Upon completion of the improvements approved by the Committee (including clean up), the Owner shall certify

in a letter to the Committee (the "Certification") that:

(a) The improvements constructed upon the Lot have been built in compliance with (a) the approved plans, (b) the Architectural Guidelines and all other the rules and regulations adopted by the Association;

(b) All appropriate clean up has been made;

(c) All required landscaping improvements have been completed.

8.26 Inspections of Work in Progress. The Architectural Control Committee may inspect all work in progress and give notice of noncompliance. Absence of such inspection or notification during the construction period does not constitute an approval by the Architectural Control Committee of work in progress or compliance with the Architectural Guidelines.

8.27 Subsequent Changes. Additional construction or other improvements to a residence or Residential Lot, changes during construction or after completion of an approved structure, including landscaping and color modification, must be submitted to the Architectural Control Committee for approval prior to making such changes or additions.

8.28 Final Release. Upon completion of any residence or other improvement, the Owner shall give written notice of completion to the Architectural Control Committee. Within 10 days of such notification, a representative of the Architectural Control Committee shall inspect the residence or other improvement for compliance. If all improvements comply with the Architectural Guidelines, the Architectural Control Committee shall, issue a written approval to the Owner, constituting a final release of the improvements by the Architectural Control Committee, said release to be issued within 30 days of the Final Inspection. If it is found that the work was not done in strict compliance with approved plans or any portion of the Architectural Guidelines, the Architectural Control Committee may issue a written notice of noncompliance to the Owner, specifying the particulars of noncompliance, said notice to be issued within 30 days of the Final Inspection. The Owner shall have 30 days from the date of notice of noncompliance within which to remedy the noncompliance portions of his/her improvement. If, by the end of this time period the Owner has failed to remedy the noncompliance, the Architectural Control Committee may take action to remove the noncompliance improvements as provided for in the Architectural Guidelines, including, without limitation, injunctive relief or the imposition of a fine.

8.29 Non-waiver. The approval by the Architectural Control Committee of any plans, drawings or specifications for any work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing or specification subsequently or additionally submitted for approval. Failure to enforce any of the Architectural Guidelines shall not constitute a waiver of same.

8.30 Right of Waiver. The Architectural Control Committee reserves the right to waive or vary any of the procedures set forth herein at its discretion, for good cause shown.

8.31 Exemptions. Utility and maintenance buildings, structures, and cabinets located on non-residential tracts are exempted from the Architectural Guidelines. However, the Architectural Control Committee will endeavor to attain as high a level of conformance with these standards as is practical for these types of facilities.

8.32 Architectural Review Fee. An Architectural Review fee will be charged in the amount of \$1,500.00 for 2,500 to 4,500 square feet or \$2,000.00 for 4,500 to 7,000 square feet of livable space. Architectural Review fees may be charged due to resubmittals, remodels, or other special circumstances.

ARTICLE IX - INSURANCE

9.1 Liability Insurance. The Board shall procure and maintain from a company or companies holding a rating of "AA" or better from Best's Insurance Reports a policy or policies (herein called "the Policy") of Public Liability Insurance to insure the Association, the Board and the Managing Agent and employees of the Association against claims for bodily injury and property damage arising out of the conditions of the Common Areas or activities thereon under a Comprehensive General Liability form. Such insurance shall be for such limits as the Board may decide, but not less than those limits customarily carried by properties of comparable character and usage in Weber County nor less than \$1,000,000 for personal injury and property damage arising out of a single occurrence. The Policy shall contain a "Severability of Interest" endorsement which shall preclude the insurer from denying the claim of any Owner because of negligent acts of the Association or other Owners and a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced. The Policy shall provide that the Policy may not be cancelled by the insurer unless it gives at least thirty (30) days' prior written notice thereof to the Board and every other person in interest who shall have requested in writing such notice of the insurer. Any such coverage procured by the Board shall be without prejudice to the right of the Owners to insure their personal liability for their own benefit at their own expense. The obligation to acquire insurance coverage under this Article IX is subject to availability.

9.2 Additional Insurance; Further General Requirements. The Board may also procure insurance which shall insure the Common Areas and the Association, the Board, the Managing Agent or the Owners and others against such additional risks as the Board may deem advisable. Insurance procured and maintained by the Board shall not require contribution from insurance held by any of the Owners or their mortgagees. Each policy of insurance obtained by the Board shall, if reasonably possible, provide: (a) a waiver of the insurer's rights of subrogation against the Association, the Owners and their respective directors, officers, agents, employees, invitees and tenants; (b) that it cannot be cancelled, suspended or invalidated, due to the conduct of any particular Owner or Owners; (c) that it cannot be cancelled, suspended, or invalidated due to the conduct of the Association or any directors, officer, agent, or employee of the Association without a prior written demand that the defect can be cured and (d) that any "no other insurance" clause

therein shall not apply with respect to insurance maintained individually by any of the Owners.

9.3 Review of Insurance. The Board shall periodically, and whenever requested by twenty percent (20%) or more of the Owners, review the adequacy of the Association's insurance program and shall report in writing the conclusions and action taken on such review to the Owner of each Residential Lot and to the holder of any mortgage on any Residential Lot who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board shall be available for inspection by any Owner.

9.4 Residential Lots Not Insured by Association. The Association shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage or other insurance covering any Residential Lot and Acts and events thereon.

9.5 Owners Insurance. Each Owner of a Lot, except the Declarant, shall be required at his own cost and expense to obtain and at all times maintain in full force and effect a policy or policies of fire and casualty insurance, with extended coverage endorsement, insuring the Living Unit and garage located on such Owner=s Lot in an amount equal to its full insurable replacement value. Each Owner shall provide the Association with a copy of each policy of insurance or a certificate issued by the insurance company to evidence such insurance and each such policy shall provide that it will not be cancelled or terminated by the insurance company without giving the

Association at least ten (10) days advance written notice of such cancellation or termination. Such policy or policies shall waive the insurance company=s right of subrogation against the Association, the Owners, the Manager, if any, and the servants, agents and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for waiver of subrogation rights. Such policy may include a standard, non-contributory mortgagee clause or endorsement in favor of any Mortgagee who holds a Mortgage covering all or any part of the Lot. Except as otherwise required by an applicable Mortgage, the proceeds of any such insurance shall be applied to the extent necessary to repair or replace any damage or destruction by fire or other casualty. In the event that any Owner fails to obtain and maintain the insurance required by this Section, or to provide the Association with suitable evidence of such insurance, the Association shall have the right, but without any obligation, to obtain such insurance on behalf of such Owner, and the Owner shall be obligated to immediately reimburse the Association for the costs thereof. The Owner=s obligation to reimburse the Association for the cost of any such insurance shall be secured by a lien upon the Owner=s Lot as provide in this Declaration with respect to Monthly and Special Assessments.

ARTICLE X - CONDEMNATION

If at any time or times the Common Areas or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be payable to the Board and shall be used promptly by the Board to the extent necessary for restoring or replacing any improvements on the remainder of the Common Areas. Upon completion of such work and payment in full therefore, any proceeds of condemnation then or thereafter in the hands of the Board which are proceeds for the taking of any portion of the Common Areas shall be disposed of in such manner as the Board shall reasonably determine; provided, however, that in the event of a taking in which any Residential Lot is eliminated, the Board shall disburse the portion of the proceeds of the condemnation award allocable to the interest of the Owner of such Residential Lot in the Association and the Common Areas to such Owner and any first mortgagee of such Residential Lot, as their interests shall appear, after deducting the proportionate share of said Residential Lot in the cost of debris removal.

ARTICLE XI - RIGHTS OF FIRST MORTGAGEES

Notwithstanding any other provisions of this Declaration, the following provisions concerning the rights of first mortgagees shall be in effect:

11.1 Preservation of Regulatory Structure and Insurance. Unless the Owners of at least seventy-five percent (75%) of the Residential Lots (not including Residential Lots owned by Declarant) and such Owners' first mortgagees, if any, shall have given their prior written approval, the Association shall not be entitled:

(a) by act or omission to change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Living Units, the exterior maintenance of Living Units, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and plantings on the Property.

(b) to fail to maintain insurance as required by Article IX. This Section 11.01 may be amended as provided in Section 12.2 of Article XII hereof, except that such amendment must be approved by a vote otherwise sufficient to authorize action under this subsection prior to such amendment.

11.2 Preservation of Common Area; Change in Method of Assessment. Unless the Association shall receive the prior written approval of (1) all first mortgagees of Residential Lots and (2) the Owners of at least seventy-five percent (75%) of the Residential Lots (not including Residential Lots owned by Declarant) the Association shall not be entitled:

(a) by act or omission to seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas, except to grant easements for utilities and similar or related purposes, as reserved in Section 6.6 of Article VI hereof; or

(b) to change the ratio or method of determining the obligations, assessments, dues or other charges which may be levied against a Residential Lot or the Owner thereof.

This Section 11.2 may be amended as provided in Section 12.2 of Article XII hereof, except that such amendment must be approved by a vote otherwise sufficient to authorize action under this subsection prior to such amendment.

11.3 Written Consent Deemed Approved. If an Owner or a mortgagee fails to approve or disapprove a request made pursuant to this Article XI, or any other Article in this Declaration, within sixty (60) days after such request is mailed, by certified mail, return receipt requested, the request shall be deemed to be approved from such Owner or mortgagee.

11.4 Notice of Matters Affecting Security. The Board shall give written notice to any first mortgagee of a Residential Lot requesting such notice whenever:

(a) there is any default by the Owner of the Residential Lot subject to the first mortgage in performance of any obligation under this Declaration or the Articles or Bylaws of the Association which is not cured within sixty (60) days after default occurs; or

(b) damage to the Common Areas from any one occurrence exceeds \$10,000.00; or

(c) there is any condemnation or taking by eminent domain of the Residential Lot subject to the first mortgage or of the Common Areas; or

(d) any of the following matters come up for consideration or effectuation by the Association;

(1) abandonment or termination of the Development established by this Declaration;

(2) material amendment of the Declaration or the Articles or Bylaws of the Association; or

(3) any decision to terminate professional management of the Common Areas and assume self-management by the Owners.

11.5 Notice of Meetings. The Board shall give to any first mortgagee of a Residential Lot requesting the same, notice of all meetings of the Association; and such first mortgagees shall have the right to designate in writing a representative to attend all such meetings.

11.6 Right to Examine Association Records. Any first mortgagee shall have the same right to inspect the books and records of the Association and receive financial statements as the Owner of the Residential Lot securing the mortgage; provided, that the foregoing shall not be deemed to impose upon the Association any obligation to cause its financial statements to be audited.

11.7 Right to Pay Taxes and Charges. First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any portion of the Common Areas and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Areas; and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Declarant, for the Association as owner of the Common Area, hereby covenants and the Association by acceptance of the conveyance of the Common Areas, whether or not it shall be so expressed in such conveyance, is deemed to covenant and agree to make such reimbursement.

11.8 Exemption from Any First Right of Refusal. Any first mortgagee who obtains title to the Residential Lot subject to the first mortgage pursuant to the remedies provided in the first mortgage, or by foreclosure of the first mortgage, or by deed or assignment in lieu of foreclosure, or by sale pursuant to any power of sale shall be exempt from any "right of first refusal" which would otherwise affect the Residential Lot.

ARTICLE XII – MISCELLANEOUS

12.1 Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner, at the latest address for such person as reflected in the records of the Association at the time of delivery or mailing. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the managing Agent or the President of the Association. Any notice required or permitted to be given to the Architectural Control Committee may be given by delivering or mailing the same to the Managing Agent or any member of the Architectural Control Committee.

12.2 Amendment. Except as provided in Section 5.7 of Article V and Article XI, this Declaration may be amended by:

- (a) the affirmative vote of a majority of the Owners, and
- (b) the written consent of Declarant, if such amendment is adopted at a time when Declarant holds Class B membership in the Association, and
- (c) the written consent of Weber County, and
- (d) the filing of an instrument for record in the office of the County recorder of Weber County, Utah, executed by any two officers of the Association and certifying that such amendment has been duly adopted by the affirmative vote of a majority of the Owners, has the written consent of Weber County, and, if required, has the written consent of Declarant.

12.3 Consent in Lieu of Vote. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the Owners, whether present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Owners entitled to cast at least the stated percentage of all membership votes outstanding in connection with the class of membership concerned. The following additional provisions shall govern any application of this Section 12.3:

- (a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner.
- (b) The total number of votes required for the applicable authorization or approval shall be determined as of the date on which the last consent is signed.

(c) Except as provided in the following sentence any change in ownership of a Residential Lot which occurs after a consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose. A change in ownership which would increase the total number of Class A votes outstanding shall, however, be effective in that regard and shall entitle the new Owner to give or withhold his consent.

(d) Unless the consent of all Owners whose memberships are appurtenant to the same Residential Lot is secured, the consent of none of such Owners shall be effective.

12.4 Declarant's Rights Assignable. All or any portion of the rights of Declarant under this Declaration or in any way relating to the Property may be assigned.

12.5 Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision herein construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof, which shall remain in full force and effect. The laws of the State of Utah shall govern the validity, construction and enforcement of this Declaration.

12.6 Covenants to Run With Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and all inure to the benefit of Declarant, the Owners, all parties who hereafter acquire any interest in a Residential Lot, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Residential Lot or Living Unit shall comply with, and all interests in all Residential Lots or in the Common Areas shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a Residential Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

12.7 Duration. The covenants and restrictions of this Declaration shall remain in effect until twenty (20) years from the date this Declaration was first filed in the office of the County Recorder of Weber County, Utah, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated by an instrument filed in the office of the County Recorder, executed by any two (2) officers of the Association, certifying that the Owners of at least seventy-five percent (75%) of the Residential Lots and their first mortgagees, if any, voted in favor of such termination. If any of the privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any

other statutory or common law rules imposing time limits, then the provision herein creating such privilege, covenant or right shall, in any event, terminate upon the expiration of twenty-one (21) years after the death of the last survivor of the now living lawful descendants of George W. Bush, the current President of the United States at the time this Declaration was recorded.

12.8 Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Weber County, Utah.

"Declarant"

Basinview Development, L.C.

By:

Its: Manager

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On the _____ day _____, 2006, personally appeared before me _____ who being by me duly sworn did say that he is the Manager of Basinview Development, L.C., and that the within and foregoing instrument was signed in behalf of said Limited Liability Company and that he acknowledged to me that he executed the same.

NOTARY PUBLIC

EXHIBIT "A"

PROPERTY

The following real property located in Weber County, State of Utah, to-wit:

PART OF THE EAST HALF OF SECTION 22 AND THE SOUTHWEST QUARTER OF SECTION 23, T.6N., R.1E., S.L.B.&M., U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS N89°31'51"E 831.41 FEET AND S00°28'09"E 2937.71 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 22, THENCE N52°20'50"E 765.41 FEET; THENCE S37°21'11"E 1811.00 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SNOW BASIN ROAD (S.R. 226) AND TO A 133.00 FOOT RADIUS CURVE THE CENTER OF WHICH BEARS S49°42'59"E; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING SIX (6) COURSES: (1) SOUTHERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 72°57'34" A DISTANCE OF 169.36 FEET, (2) S32°40'33"E 346.07 FEET TO A 1672.42 FOOT RADIUS CURVE THE CENTER OF WHICH BEARS S57°19'27"W, (3) SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 04°34'00" A DISTANCE OF 133.30 FEET, (4) S28°06'33"E 23.51 FEET TO A 92.00 FOOT RADIUS CURVE THE CENTER OF WHICH BEARS S61°53'27"W, (5) SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 110°02'42" A DISTANCE OF 176.70 FEET, AND (6) S81°56'09"W 67.87 FEET; THENCE N47°00'20"W 371.09 FEET; THENCE N47°00'19"W 2122.95 FEET TO THE POINT OF BEGINNING.

CONTAINS 29.80 ACRES

Also to be known as, to-wit:

ALL OF LOTS 1 THROUGH 8, BASINVIEW ESTATES CLUSTER SUBDIVISION, A COVENANTED SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 64, PAGE 55, OF THE OFFICIAL RECORDS OF WEBER COUNTY, WHICH LOT IS CONTAINED WITHIN BASINVIEW ESTATES CLUSTER SUBDIVISION, A COVENANTED SUBDIVISION, IDENTIFIED IN THE "DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF BASINVIEW ESTATES CLUSTER SUBDIVISION, A COVENANTED SUBDIVISION" RECORDED IN BOOK _____ at PAGE _____. SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS PROVIDED FOR IN

SAID DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS.

EXHIBIT "B"
COMMON AREAS

The Common Areas within Basinview Estates Cluster Subdivision, A Covenanted Subdivision, shall include all open space and Roadways as shown and described on the Plat.

EXHIBIT "C"

**ARCHITECTURAL GUIDELINES
OF
BASINVIEW ESTATES CLUSTER SUBDIVISION
A COVENANTED SUBDIVISION**

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PHILOSOPHY

Basinview Estates Cluster Subdivision (“Basinview”) is located at the crest of Old Snow Basin Road adjacent to Cache National Forest land are situated on 30 acres of land that is for the most part in it’s pristine state. (A single residence home is situated on 3 acres of the property.)

An authentic mountain character that is appropriate to the Basinview setting, is the basis from which all buildings must evolve. The Architect/Designer of custom homes at Basinview must evoke the qualities of authenticity, proportionality, craftsmanship and sustainability. Materials of heavy texture, deep recessed windows, protective overhangs, roof forms of character, strong and protective architectural massing, colors of the earth, and significant usage of stone and wood will be the primary design elements that will be required in all Basinview homes.

The Architectural Guidelines have been created to implement this philosophy, particularly addressing architectural design and site planning in order to provide direction to homesite Owners for the design of their dwellings, and to ensure compatibility within the unique environment of Basinview. It is not the purpose of these Guidelines to create look-alike dwellings or suggest that they all have identical colors and materials, but to create a harmonious architectural approach that is sympathetic to the incredible natural setting of Basinview.

It is expected that the design of each dwelling will be tailored to the unique features of each individual homesite. No preconceived designs suited for other environments or landscape will be permitted. Each design must begin with a thorough site evaluation and understanding of the topography, sun angles, view corridors, and relationships to ridgelines and native landscape. It is only after a complete understanding of these natural design constraints that a homesite Owner and their architect/designer can begin a homesite design.

In order to assist each Owner in the environmentally sound and aesthetically compatible design of their dwelling, a comprehensive Architectural Review Process has been established pursuant to the Architectural Guidelines, providing each Owner the opportunity to draw upon the expertise and knowledge which has been acquired during the planning and development of Basinview. Since the preservation and enhancement of the unique landscape at Basinview are of primary concern, the Architectural Control Committee (the “Committee”) has been established and charged with the responsibility of ensuring that these principles are adhered to throughout all phases of development. For this reason, the Architectural Review Process has been established, encompassing the following five phases:

1. The **Pre-Design Conference**, during which each homesite Owner along with the Architect/Designer may review their ideas and the natural aspects of the homesite with a representative of the Committee before any plans are prepared. It is required that this meeting takes place on site.
2. The **Preliminary Submittal**, at which time the Committee will review

conceptual plans to ensure conformance with the Architectural Guidelines, before the Owner finalizes design.

3. The **Final Submittal**, at which time the Committee will review final construction documents to confirm that they are consistent with the previously approved preliminary plans. The drawings can only be submitted to Weber County for a building permit after this step is approved.
4. The **Pre-Construction Conference**, during which each builder will review the construction regulations with a representative of the Committee to ensure understanding of, and future compliance with, these regulations. The Owner's Construction Security Deposit must also be paid to the Committee prior to the commencement of construction.
5. The **Final Inspection** of the improvements by a representative of the Committee, to determine whether actual construction has been completed in strict compliance with the approved plans and Architectural Guidelines.

The Architectural Review Process was developed to provide adequate checkpoints throughout the design and development phases, so that time and money are not wasted on plans and designs which do not adhere to the Architectural Guidelines or to the overall principles of Basinview, or which may be inappropriate or of improper configuration for their specific homesite setting. Therefore, it is extremely important that the design steps of the review process be followed in their entirety, and in correct sequence.

The Committee specifically reserves the right to make subjective, as well as objective, determinations of whether the objectives of these Architectural Guidelines have been met by a particular site plan.

The Architectural Review Process is intended to operate as a precondition to the plan review process required by Weber County for obtaining a building permit. The Basinview Architectural Review Process is independent of the Weber County technical plan review process and is solely intended to enforce the Architecture Guidelines. Each homesite Owner bears the responsibility for the proposed structure's adherence to the county, zoning and building codes as well.

The overriding goal of this document is to conserve to the maximum extent possible the natural habitat and aesthetic features of this landscape while creating a sense of community among people who value and wish to protect the unparalleled views and natural environment that surrounds them.

ARTICLE I- SITE PLANNING GUIDELINES

1.1 The Building Envelope. The building envelope concept is a major component of the philosophy for site planning the individual homesites. The building envelope is that portion of each homesite within which all improvements, including structures, decks, walks, landscape improvements, grading, fencing, and all mechanical equipment must be located, and is the only area of the homesite where alterations of, or disturbance to, the natural landscape (other than supplemental planting of approved native vegetation with specific Committee approval) may occur. The specific building envelope for each homesite is designed to protect and preserve the natural landscape features of the homesite. Limited encroachment outside of the prescribed building envelope may only be considered for approval by the Committee where unique terrain, vegetation constraints, or limited homesite width may warrant, in which limited circumstance, such encroachment will still be subject to applicable setback requirements and the Committee may, in its sole discretion, allow reconfiguration of the envelope. The Architectural Control Committee reserves the subjective right to modify the Building Envelope, without amending the Plat and without receiving prior approval of the Owners, from time to time so as balance the project goals of preserving the natural beauty of the site and Property while providing suitable building sites for home construction.

1.2 Site Work. No excessive excavation or fill will be permitted on any homesite except where specifically allowed by the Committee due to terrain considerations. Every attempt should be made to balance cut and fill with minimal use of retaining walls and engineered building pads.

No clear cutting of vegetation within any building envelope will be permitted; however, it is understood that some selective pruning or removal of trees and shrubs will be necessary for the development of any homesite. Any cutting of trees or vegetation must first be approved by the Committee. Removal of vegetation without the approval of the Committee will result in a penalty fine of \$2,500.00.

Great care must be taken in designing the site improvements around the existing vegetation so the root system remains intact and that its supply of water is maintained.

1.3 Grading and Drainage. Site grading and drainage must occur with minimum disruption to the homesite, without altering natural drainage patterns as runoff leaves the homesite, and without creating conditions that could lead to unnecessary soil erosion. In some cases, the Committee may allow the re-routing of a portion of a drainage way within the boundaries of the Building Envelope. This will be considered on a case-by-case basis, and it should not be assumed it will be allowed in all cases. Drainage easements established by plat are not subject to relocation without approval by Weber County. Reasons for denial of moving a drainage way may also include the possible loss of vegetation, the visual quality of the drainage way, or for civil engineering purposes.

Surface drainage upon and across any homesite must be addressed through the implementation of sound construction and grading practices. Any improvement which creates an obstruction to

surface flows resulting in a back-up of storm waters onto a neighboring homesite or tract is strictly prohibited.

Ground floor levels should be established at a vertical elevation such that the final placement of backfill, walks, drives, and porches will produce positive drainage away from the structure in all directions.

1.4 Storm Sewer Pollution Prevention. Residential designs for sloping homesites with a variation of natural grade elevation in excess of four feet across the footprint of the proposed structure must incorporate slope considerations into the design solution, so that the proposed structure steps up or down with the natural slope. Artificial terracing of sloped sites to create an engineered pad to accommodate a "flat homesite design" will not be allowed.

During construction, measures must be taken to eliminate erosion. The following outlines the required, in-the-field construction methods that must be performed by the contractor.

- a. Temporary run-off channels must be built to drain construction zones. Channels must have silt screens installed at appropriate locations; silt screens should be stretched across and anchored to the bottom of the channels with hay bales placed on the upstream side of the fabric. Temporary earthen berms or ditches for channeling may be used in lieu of silt screens.
- b. All storm drain inlet structures must be protected by a filter berm until the area is stabilized with vegetation or the base course of pavement is installed.
- c. All embankments constructed as part of cut/fill operations will be seeded and mulched within two weeks of final grading completion.
- d. All building site areas must be seeded and mulched within two weeks of final grading completion.

When cuts and fills are required, the slopes must be at least 4 to 1 to allow for natural revegetation. Anything steeper than that will require an approved retaining wall.

1.5 Access Drives. Each homesite may be accessed by a single driveway, located to preserve and avoid important natural features, such as large or significant plant materials,

drainage ways, and rock outcroppings, so as to minimize disruption of the existing landscape.

The graded or paved surface of an access drive shall not exceed 16 feet in width where it crosses the road right-of-way and the front setback of the homesite, and continue with the 16 foot width to the street paving. Driveway surfaces are the only improvement allowed outside the building envelope with the exception of underground utilities servicing the homesite. The proposed driving surface of any driveway is subject to approval by the Committee. Driveways are encouraged to be colored exposed aggregate concrete, pavers, bomonite, or other pattern and texture methods. No uncolored concrete is permitted. Asphalt is allowed but must have edge material. A concrete or metal culvert pipe shall be installed where necessary beneath each access driveway, between the road shoulder and the property line, unless otherwise approved by the Committee. The invert flowline of the pipe shall be aligned and sloped so that ditch/drainage way storm flows will continue smoothly and unimpeded beneath the driveway crossing. The exposed ends of the pipe shall be aesthetically finished with stone headwalls (no river rock).

1.6 On-Site Parking. Each homesite must have an area for the parking of two guest automobiles within the building envelope. Homeowners, who possess trucks, buses, motor homes, campers, boats, trailers, motorcycles, or any other motorized vehicle other than a conventional automobile, must store or park such vehicles within an enclosed garage so as to be completely hidden from view. Parking of a guest's motor home or other large recreational vehicles or buses not in a garage, is allowed for a maximum of one week. No on-street parking will be permitted at Basinview.

1.7 Utilities. Utility services are stubbed to the front property line of each homesite. Sewer, gas (if applicable), electricity, telephone and cable television service locations are clustered (usually with those of one adjacent homesite) in a utility easement located adjacent to each homesite. The extension of services from these stub locations to the residence shall be the responsibility of each Owner, and shall be routed to minimize disruption to the natural landscape. Utility trenches may not encroach into any required setback except where they cross the natural area of the homesite between the service tap and the building envelope. In most cases, this should be done where the driveway enters the property. For seeable reading, all utility readouts shall be located in an easily accessible location on an exterior building wall or alternative specified by the Committee but shall be screened to prevent direct view from the street or adjacent lots.

All disturbed areas of the site must be restored to their natural condition as nearly as possible. Information regarding connection procedures may be obtained by contacting the Committee for Basinview or the respective utility companies.

Natural gas service may not be available in all areas of Basinview. If an Owner chooses to utilize propane-fired heating or appliances, the fuel storage tank must be buried in a location within the building envelope, clear of all setbacks, while satisfying all code-related clearances mandated by Weber County's building standards.

1.8 Walls and Fencing. Site walls or fences must appear as a visual extension of the residence, using similar materials and finishes. In no case will site walls or fences be permitted to arbitrarily delineate the building envelope, although it is understood that such walls or fences may define pet runs or small yards, courtyards or terraces in close proximity to the residence for the purpose of privacy. Privacy or screen walls must not exceed six feet in height, measured from existing natural grade, and they may not encroach outside the building envelope. Fencing material must be of wood or stone.

The use of ornamental iron or other metal fencing is subject to approval by the Committee. Chainlink, metal, plain concrete block, (unless veneered with stone on all exposed surfaces) or wire fencing is prohibited.

Structural retaining walls may not exceed an above natural or finish grade height of six feet, whichever is lower. Multiple terraced retaining walls must be utilized where the overall height of retained earth exceeds four feet. Where multiple retaining walls are used, each tier must be separated by a minimum three foot planting area. Tiered retaining walls cannot exceed twelve feet above natural or finished grade, whichever is lower. Retaining walls must jog naturally every 20 feet.

Retaining walls may be constructed of stacked and arranged boulders, cast concrete or concrete masonry units; however, all exposed surfaces and edges must be stone veneer, so as to blend unobtrusively with its natural surroundings. Heavy timber wood retaining wall systems may also be approved. Keystone or pre-manufactured retaining wall systems will not be approved.

1.9 Outdoor Storage. Outdoor areas housing trash containers, firewood storage, maintenance or service equipment such as snowblowers, etc., or overflow storage shall be screened from all adjacent properties by a wall or fence. Firewood may be stored in an unscreened area provided it is neatly stacked in an inconspicuous location.

1.10 Mechanical Equipment, Electrical Meters, Gas Meters, and Irrigation Meters. No roof mounted or wall mounted mechanical equipment will be permitted. Any exterior mechanical equipment utilized must be ground mounted adjacent to the residence, and hidden from view by walls of sufficient height to fully screen it and all electrical junction boxes. The equipment and enclosure must be contained within the building envelope. Equipment must be placed with consideration to the adjacent homesite, so as to minimize noise intrusion on the outdoor living spaces. All electrical meters, gas meters, and irrigation meters must be screened from the street and adjacent homesite with a wall of sufficient height. Landscaping will not be considered as a method of screening.

1.11 Storage Tanks. All water tanks or similar storage facilities must be shielded from view by walls or structure or installed underground within the building envelope and clear of setbacks (see utilities for propane tanks, 2.6).

1.12 Antennae and Satellite Dishes. No satellite dishes, television or radio aerials or antennas may be installed that are not fully screened from the road, adjacent homesites, or public areas.

No satellite dish may be installed that is larger than 18" in diameter. All satellite dishes must be ground mounted. Removal of trees to improve reception is prohibited. A screen wall is subject to Architectural Review approval and must be an integral component of the home design. In some cases, the enclosure may not be approved due to the location on the homesite and its visual effect on the overall street scene or as viewed from adjacent homesites.

1.13 Signage and Address Identification. All address identification will be placed unobtrusively on the house structure on or near the entrance to the house.

No additional signage of any kind will be permitted, except temporary construction signs by each builder and directional signs provided by the developer. Real estate sale or lease signs are prohibited. Additionally, no driveway markers may be installed.

1.14 Lighting. No additional lighting by an Owner may occur outside of the building envelope, for the purpose of maintaining a dark sky.

Site lighting is permitted within a building envelope, provided such lighting does not result in excessive glare toward the street or neighboring properties. All exterior lighting must be of a low level subdued intensity with the source of light fully shielded and directed downward, and is subject to approval by the Committee. Security lighting must also comply with the shielding requirement and can only be installed if it is connected to a timed motion detector.

1.15 Swimming Pools, Spas or Hot Tubs. Spas or hot tubs, if any, must be designed as a visual extension of the residence through the use of walls or decks and must be shielded from view. All spas must be constructed according to Weber County regulations. All pumps, motors, and heaters must be fully screened from view from the street, adjacent homesites, or public areas.

1.16 Tennis, Sport Courts, and Basketball Goals. Due to the extensive clearing required by tennis courts and other sport courts, such courts will not be permitted. Wall-mounted or free-standing basketball goals may be allowed subject to Committee approval.

Support posts of a freestanding basketball goal shall be painted to blend unobtrusively with its visual backdrop surrounding, and the backboard must be clear. Portable basketball hoops must be stored in the garage when not in use.

1.17 Play Structures. Play structures may be placed only in rear yard areas and may not be visible from adjacent homesites, the street or common areas. Play structures must

be designed and constructed in a manner that is esthetically compatible with the residence and must be limited to a height of 8 feet. Timber and dark colored, powder-coated steel structural components are permitted. Plastic and bright or primary colors are not permitted.

1.18 Approved Plant List. The Committee has approved a list of plants and trees deemed to be inherently compatible with the natural Basinview landscape, including indigenous and non-indigenous species. Such plants are listed in Appendix 'A' of the Architectural Guidelines, and landscaping of any transitional area or any other area visible from the adjacent street or any adjoining property is expressly limited to these species. Grasses, when used, must be of the types listed in Appendix 'A' and may not be a dominant component of the landscape. Any grassed area must be shaped in an organic way, and not a simple rectangle or square area. The edge condition must be naturalized and cannot be transitioned directly into the native landscape

1.19 Prohibited Plants. Unless a plant is listed within Appendix 'A' it is prohibited. Requests may be made to the Committee to add plants to the list if the Owner feels it has a plant worthy of consideration.

1.20 Homesite Restrictions. No more than one residence may be constructed on any homesite. No other outbuildings such as detached garages may be constructed.

1.21 Fire Prevention Thinning. The Transitional Area of the homesite is that area within or without the building envelope where fire prevention thinning may be required by the Weber County Fire Department. Removal of native vegetation down to raw earth for purposes of fire prevention thinning is not allowed, except where otherwise required by the Fire Department. When the native vegetation is removed within the transitional area, it must be replaced with landscape material listed in Appendix 'A'.

ARTICLE II- ARCHITECTURAL STANDARDS

2.1 Building Size. The minimum size requirements on all lots shall be 2,500 square feet with a minimum of 2000 square feet on the main level. One of the first goals of all Owners and their Architect/Designer should be to create the highest-quality home within the smallest possible volume consistent with the satisfaction of the Owner's need for space. The intent is that the natural landforms currently dominant at Basinview, remains the dominant visual image. The existing quiet repose and harmony can only be maintained if the built homes and landscape remain subservient and blend into the natural landforms and existing landscape. In keeping with this philosophy, a maximum size is imposed to assure a proper balance of open space within Basinview.

No residence on a lot can exceed 7,000 square feet of enclosed livable space. Enclosed livable space is defined as all livable areas of the home, excluding the garage, basement (if all four sides are fully below grade), storage areas, and mechanical rooms. Should an applicant wish to exceed

7,000 square feet on a lot they may do so by purchasing an adjacent lot homesite and combining the two homesites into one. In the case of such a combination, the proposed consolidated building envelope shall be subject to approval by the Architectural Control Committee. Additional approvals from Weber County may be required if the proposed new building envelope crosses the recorded lot-line between the two lots. For every added lot homesite 3,000 square feet may be added to the 7,000 square feet of permissible enclosed living space. Although separate "guest houses" are not permitted in Basinview, Applicants submitting plans for combined lots may be required to reduce the massing of their project by separating the area into two or more separate building masses. For example, a separate garage mass attached to the main building mass by a covered walkway might incorporate some living area above it. Similarly, a covered walkway might connect a main residence mass with an attached ground-level guest suite.

2.2 Prefabricated Buildings. No building that is constructed off-site and requires transportation to any homesite, whole or in partial assembly will be permitted; this includes mobile homes, stock modular buildings or any other structure requiring transportation and set up in a partially completed state. However, structures that are assembled off-site and completely disassembled for transportation, including log homes may be permitted. The aesthetic merits of any such structures are subject to review and approval by the Committee.

2.3 Height and Massing of Structures. Allowable heights are limited by Weber County ordinances and the Basinview Architectural Guidelines. While the building height restrictions may help protect views, this is not their purpose. The overall full development appearance of the Community is the overriding concern.

Generally, all other homesites can have no portion of a structure (except for chimney elements) exceeding a true vertical height of 32 feet above original natural grade directly below the point of measurement. On difficult steeper homesites, where the average slope across the footprint of the proposed structure exceeds 15%, the Committee may allow additional height for a limited unobtrusive ridge projection at its down slope terminus. Such relief will be considered on a case-by-case basis, and may not be construed as a blanket waiver for sloping homesites in general. It is the intent of the Architectural Guidelines that roof forms for homes on sloping sites step down with the grade to integrate the massing with the natural setting.

Residences at Basinview should have pitched roofs with a minimum pitch of four feet in twelve and a maximum pitch of twelve feet in twelve. Lower sloped roofs may occur under certain design proposals, provided they are mixed with other steeper pitched roof compositions. Flat roofs are allowed at Basinview only with the Committee approval, which approval shall take into account, but not be limited to, the view of such roof from surrounding higher homesites. See Section 2.6 for specific design criteria.

The purpose of the height criteria is to avoid construction of homes that are too tall. Beyond the height criteria, the Basinview Architectural Control Committee will render individual judgments with respect to the overall scale of the proposed design in relation to its location and

all surrounding uses. The process does not seek to impose generalized criteria where more specific insights can be demonstrated to result in a better solution. The Committee has the right to impose a height restriction less than what is stated herein, if it believes it is necessary due to specific site conditions.

Offsets or indentations in wall planes create visual interest and add depth via shadow lines. No building wall may extend more than 20 feet in height without an offset in the vertical plane of at least 2 feet.

Although pattern and rhythm are encouraged, large areas of symmetrical massing are not allowed. Gable ends are an example of a portion of a building that might tolerate symmetry, however the masses on either side of that gable need not be substantially differentiated from each other. A small gable end centered on a larger gable end will generally not be approved. Larger homes are particularly discouraged from the use of symmetry as an organizing principle of design because the symmetry can lead to the creation of a home that appears formal, institutional, or palatial rather than residential.

No single story wall (as defined by an eave wall with a maximum 10 foot plate height) mixed in more than 26 feet in length without an offset. Two story walls and gable ends may extend a maximum of 20 in length without an offset. An offset must be more substantial than simply changing the texture of an exterior material; it must be structural.

In addition to scale and proportion of the overall home design, details must also display a sense of proportion relative to the rest of the building. For example, if the minimum structural width of a post that supports the roof over a porch is not substantial, it most likely would appear spindly in relation to the mass of the home. Increasing the size and visual strength of the member could be achieved by combining two members or giving it a stone base.

Designs that propose structures with more than one above-ground level must show a difference in the areas contained on each level. Homes with similar floor areas on two above-ground levels will be disapproved by the Committee due to their usually boxy and massive appearance.

2.4 Foundations. Foundation walls must step down with the grade change, so that their exposed surface does not exceed a vertical height of 4 feet above finish grade at its greatest exposure. Committee approved walk-out areas may be the exception.

All unfaced visible surfaces of concrete masonry or concrete foundation walls and piers must be finished with a stone veneer (no cultured stone or river rock is allowed).

2.5 Exterior Materials. Exterior material should generally be natural materials that blend and are compatible with the native landscape. The predominant exterior wall materials will consist of wood or native stone, including shingles, beveled or tongue-in-groove board siding, board-on-board, board and batt, free edge boards, logs, and native stone. All homes should combine two major building materials.

Each home must include stone on the exterior. The minimum amount required is generally 25% of the exterior wall surface. Due to all designs being unique, the Committee will make a judgment for each home as to whether the percentage requirement is met.

Plywood siding is prohibited.

The use of stucco as a predominant and/or uniformly colored and textured surface finish, metal siding, fiberglass siding, vinyl siding, or asbestos siding is prohibited. A limited amount of stucco with an aged or mottled appearance may be incorporated as an accent material. A limited amount of rusted or treated exterior metal finish may be considered on an individual basis. All exterior surfaces including gutters, roof vents, and window frames are to be finished or painted. Unfinished metallic exterior wall surfaces are not permitted.

The aesthetic merits of any combination of exterior materials are subject to review and approval by the Committee, in order to maintain the architectural integrity and consistent visual experience of Basinview.

2.6 Roofs. The roofline of each home must create its own pleasing relationship to the street, other common areas, and to its adjacent structures when viewed from all directions. The overall profile and articulation of the roof should be sufficiently irregular to break up anything which would otherwise appear too boxy or discordant with the landscape or neighboring structures. Expansive roof structures shall be articulated by way of gable or shed dormers. Overhangs shall be provided at all roof edges at a minimum of 3'-0". Asymmetrical roofs are preferable to those which are obviously symmetrical. Covered terraces or porches must be fully integrated into the design of the home, and are strongly encouraged as a design element.

The roofs of all two-story homes should include single-story elements. The higher masses should generally occur toward the center, with the lower profiles occurring toward the outer portions of the home. At no time can the highest point of a home be at any of the outside walls.

A roof end gable may only have one floor level below the roof wall plate. End gables of excessive height and expansive glass will not be approved by the Committee.

Flat roofs, with very shallow pitches will be considered at Basinview. Any flat roofs must be designed and engineered with consideration for the snow loads prevalent in Basinview's mountain environment. The roof design must also address the visual impact it will have on the views of homesites that are located adjacent to and above the home.

Roof materials permitted at Basinview include fireproof wood shakes, architectural grade composition shingles, concrete shake tiles, copper, Cor-Ten steel, slate, and flat concrete tiles. Most pre-finished metal roofs will be considered too reflective and will be prohibited. Wood shake shingles and other flammable roofing materials may be prohibited by fire department regulations.

Cor-ten (i.e. rusting steel) or copper roofing is encouraged as metal roofs of choice. Copper roofs must be allowed to turn brown or patina. No permanent shiny copper will be allowed.

No roof can be entirely comprised of a metal roofing material.

The use of asphalt shingles of standard or medium thickness, any type of barrel or "S" tiles, asphalt roll roofing, or reflective metal surfaces is prohibited.

2.7 Entrances. Entrances proportioned to convey a sense of human scale are more appropriate than those with exaggerated dimensions. As such, all entries cannot exceed one-story in height. Any grandeur should be experienced upon entering the home, not worn on its exterior facade. The clean lines of restrained and understated entries are more appropriate. Entries that are too ornate, monumental, or imposing will not be approved. Trellised entries can be used as a welcoming transition between indoor and outdoor space. Entrances that are a part of covered front terrace or porch are preferred.

Inasmuch as there is typically only one driveway entrance per home, porte cocheres will only be approved on homesites large enough to permit the required turning movements, without encroaching into the side setbacks..

2.8 Chimneys and Outdoor Fires. Well-proportioned chimney masses can be used as sculptural features complimenting the overall qualities of the home. Exposed metal flue pipes will not be approved.

The area (measured in plan view) of any one chimney should be no less than 12 square feet and no more than 48 square feet. Chimneys lend themselves to a variety of angular and rounded forms which can enliven the three-dimensional quality and profile of the overall design.

To preserve the high quality air at Basinview, all residences are encouraged to utilize natural gas or propane log fireplaces (main living room areas may accommodate both gas and wood burning fireplaces in the same firebox), rather than standard wood burning fireplaces or stoves.

Due to the extreme fire danger usually present in this high desert and mountain region, all chimneys, including outdoor fireplaces, must be equipped with a U.L. or I.C.B.O. approved spark arrestor. Open outdoor fire pits are prohibited unless they are natural gas or propane. Portable barbecues are permitted, provided they are lidded cookers. Permanently installed barbecues must be part of the approved plans.

All metal spark arrestors must be concealed from view by means of a chimney cap detail.

2.9 Exterior Colors. The color of exterior materials must generally be subdued to blend with the natural landscape. Earth tones are recommended, although accent colors which are used judiciously and with restraint may be permitted.

In no case will colors approaching the primary range (red, blue, white and yellow) be permitted, nor will drastic contrasts in value (light to dark) be allowed. White may not be used as an accent or "trim" color; "light-grey" siding stains which approach white or off-white in appearance will not be allowed. Garage and exterior doors are not considered "trim".

Proposed colors must be demonstrated to the Committee in a sample format which adequately depicts the hue, tone and shade of the proposed color in its final application. Sample swatches on the structure itself are preferred; as an alternative, stained or painted sample boards of the actual siding to be used would be the second choice. Small color samples, printed on paper, may not accurately depict how a finished color will appear on an expansive wall of real construction materials, and are therefore discouraged. All colors must be within a Light Reflectance Range (LRV) of 15-35.

2.10 Windows, Skylights, Draperies, and Shutters. Windows should not appear as openings cut into the side of a box, but rather as architectural features recessed, projected, or bordered by projections which provide a shadow pattern and reduce reflectivity.

While the elevations will differ on various sides of the home, windows on all sides must be treated with the same attention to detail given to the front or street elevation. All facades shall contain some degree of doors, windows, or other openings in the walls. Skylights will be subject to Committee approval. Octagons, circles, hexagons, and triangles insensitively placed, will not be approved. Window heads must be shaped to match roof lines or remain level. No scissor truss windows will be permitted with slopes not matching the roof line.

The glass of windows and the lens of skylights must not be highly reflective. The lens of skylights must be clear, grey or bronze. No white lenses are allowed, nor may their frames consist of reflective material that is left unfinished. This especially applies to aluminum frames which must be anodized or finished with baked enamel. All skylights must be low profile flat type. Bubble type skylights are prohibited. Shutters and drapery linings must be in neutral color ranges when visible from outside the home. White is not considered a neutral color.

2.11 Building Projections. All projections from a residence or other structure including, but not limited to, vents, flashing, louvers, gutters, downspouts, utility boxes, porches, railings and exterior stairways shall match the surface from which they project, or must be painted or stained an approved color to blend unobtrusively with adjacent materials. All building projections must be contained within the building envelope.

2.12 Garages and Garage Doors. Garages for each residence are required, either attached or detached, accommodating at least two automobiles; carports are prohibited. Garage doors must not dominate the residence when viewed from the street, especially in areas visible from rights-of-ways, common areas, and adjacent homesites. Design submittals with the garage door(s) as a primary focal point from the street will be rejected. All garages must be side entry designs

unless this proves impossible due to the topography of the lot.

Driveway access and garage location lend significant shape to the design and placement of the home. One of the greatest contributors to negative feelings about residential communities is the often-present row of garage doors aligned along the street with oversized driveways leading to them. Every effort must be made to keep this view from being prevalent at Basinview. Effective measures that minimize the dominance of garage doors include side entries out of direct view from the street and overhangs or piers which add the softness of shade and shadow by way of recessing the doors.

When planning a home at Basinview, attempt to minimize the potential view of the garage doors from the street. Place the garage in a separate structure or as part of a separate structural mass with or without an enclosed connection to the main home or place the entrance to the garage away from the street view. When this is not possible due to topography or other site constraints, the garage doors shall be placed further away from the street than the home facade, leaving the home form as the dominant image from the street. Overhangs above the doors and significant architectural detailing can also mitigate the visual impact of the garage entrance.

Garage doors must relate to the remainder of the home's design elements. Garages must not present closed or unarticulated facades. Glazing in garage doors may be provided to reduce the impact of the doors on the rest of the community. Large or unbroken masses above garage doors will not be approved. This is where detailing and a change in the plane of the surface can be beneficial.

The garage doors should be either the same color as the body of the home; or a slightly darker shade of the same color. In either case, they should not be lighter or dark enough to call attention to themselves.

Other design features which shall be provided include the use of single-bay doors in lieu of double-width doors. Single-bay doors will usually be required by the Committee, so as to present a smaller-scale appearance relative to the rest of the structure.

Where more than two garage bays are planned, care must be taken in the design of the garage door plane. More than two doors are not allowed in the same plane. The third door must occur in a secondary building plane, offset by a minimum of 36 inches from the primary front wall of the garage, to avoid a continuous uninterrupted wall of three or more garage doors. No more than three garage bays will be allowed. All garage doors must be recessed a minimum of 12".

No garage doors over 9 feet in height will be allowed.

The use of fluorescent or other highly visible lighting may be precluded in areas where the expanse of an open garage door might cause excessive glare, particularly when visible from neighboring residences and public rights-of-ways or when windows are used in the garage or garage door.

2.13 Solar Applications and Other Structures. Passive solar design is encouraged. Active

solar applications can result in excessive glare and reflection, and would only be approved by the Committee if the hardware is integrated in the structure or landscaping of a homesite and are not visible from any other homesite or common area.

2.14 Pets and Dog Runs. Pets must be restrained within the limits of the homesite so as not to interfere with the natural migratory and feeding patterns of wildlife.

Dog runs must be integrated to the fullest extent possible with the home and may not be freestanding. Fencing for dog runs must be as unobtrusive as possible. The barking of dogs must be controlled at all times and dogs may not be left to bark in dog runs. Dogs must be on a leash when taken from the home site.

2.15 Changes or Additional Construction. All changes or additions to the approved plans before, during, or after the construction must first be approved by the Committee.

2.16 Low-Flow Toilets. All residences must incorporate the design of low flow toilets throughout the residence. Low flow is defined as 1.5 gallons per flush (or less).

2.17 Protection Systems. All residences are required to have alarm systems which monitor both fire and gas leaks. The systems must be monitored by a reputable service.

2.18 Exterior Furnishings and Sound Systems. All outdoor furniture must conform to the color and reflectivity standards as set forth by these Guidelines for the home exterior colors. Sound may not be amplified by mechanical means on the exterior of any homesite.

ARTICLE III- LANDSCAPE GUIDELINES

3.1 Landscape Philosophy. As homes are designed and built within Basinview, care must be taken to preserve the rugged natural beauty intrinsic to this site. The native vegetation and unique site features are the fabric that weaves together a cohesive and distinct character for the community.

Home placement on the site as well as any outdoor needs must be sensitive to the preservation and continuation of the existing natural fabric. Trees, natural vegetation, and all other site features should be incorporated and utilized to enhance the overall appearance of the home. Since the plant species permitted for revegetation is limited, and the growth process long, every method to preserve existing vegetation must be employed. Landscaping desires should be taken into account at the Site Planning Phase. Retrofitting a home with only enhanced landscaping after the design has been established will not likely result in a solution that meets the Committee's requirements.

Each homesite has a designated Building Envelope. It is designed to protect and preserve the natural landscape features. When thinking about the site plan and Landscape Design three zones have been created for each homesite. They are the Natural Area, the Transition Area and the

Private Area. (See Appendix B.)

3.2 Natural Area. The Natural Area is that portion of the homesite which lies outside of the Building Envelope, and must remain as a natural area left untouched and undisturbed during construction. On homesites with existing disturbance within the Natural Area, revegetation will be required by the Committee. If required or otherwise permitted by the Committee, only plants indigenous to the general area of development may be used in the Natural Area. In addition, the density and mix of any added plant material in the natural area will be required to approximate the density and mix found in the general area. Permanent irrigation of the Natural Area on homesites with existing vegetation is not permitted, since the indigenous vegetation does not require additional water. Permanent irrigation of the Natural Area can lead to disease and death of the native plants, and aid in the spread of undesirable plant species or weeds. Temporary irrigation of all revegetation in the Natural Areas is allowed.

3.3 Transition Area. The Transitional Area is that portion of a homesite within the Building Envelope, but outside of the residence or site walls, within which an Owner may enhance the landscape. All areas of the homesites which were disturbed by construction activity must be restored and revegetated, and must be appropriately tended, until the natural vegetation is reestablished.

The most formal planting must be situated adjacent to the residence. Plant materials in the "Close-In Zone" may be selected from the species described in Appendix A of the Architectural Guidelines. As the distance from the residence increases, a transitional planting zone may occur between the more formalized planting around the residence and the established Building Envelope. Planting in this transitional zone should be selected from Appendix A, as the landscape blends back to the natural vegetation outside the Building Envelope. The line of interface between this transitional zone and the natural landscape outside the Building Envelope may occur along a soft edged irregular line which roughly approximates the building envelope line.

Care must be taken during the siting of the residence on the homesite to allow planting space for perimeter landscaping to occur, if desired, without necessitating encroachment outside the Building Envelope.

All supplementary landscaping plans must be approved by the Committee prior to its application or implementation.

3.4 Private Area. The private area is that part of the Building Envelope which is screened from view from adjacent homesites, the street, or public areas, by site walls or structure, within which an Owner may create as varied a landscape as desired, provided that only plants on Appendix A or as approved by the Committee are used. All Private Area landscape designs must be approved by the Committee.

3.5 Diverse Homesites. Each homesite is unique within Basinview. The landscape and site character varies in vegetation type, density, topography, and surface material from homesite to homesite. Appropriate landscape improvements will be different for each lot and will be derived from the existing overall natural landscape image established on each site prior to any homesite improvements.

In order to fully understand the uniqueness of each lot, a careful homesite survey must be undertaken to accurately determine all existing trees, plants, site features and ground plane characteristics. This "existing conditions" survey will provide the basis for the Homeowners landscape improvements plan and also for the Committee to determine how well the proposed building siting, grading, and landscape improvements relate to the existing natural site character.

Each homesite affects the other in that the larger natural landscape is comprised of all homesites combined and viewed without reference to individual homesite boundary. It is imperative that each homesite is successfully improved and accurately restored in character with its own individual existing natural character if the overall Basinview unique landscape is to be preserved.

3.6 Plant Salvage. Whenever practicable, salvage of native plants and trees that cannot otherwise be retained on the homesite should be salvaged for reuse on site if approved by the Committee. These plants are adapted to the site if carefully salvaged, stored and replanted are a valuable native plant landscape resource for natural site restoration. In an approved arrangement, these plants can help reestablish and enhance the homesites natural character.

Care must also be taken during the salvage operation to minimize homesite disruption and ensure the Natural Area remains untouched. Salvage plants must be specifically designated on the landscape plan including the size, variety, source and maintenance details. If approved by the Committee, additional salvage trees and plants from other 'local area' sources may also be planted only if they are native and planted in such a way as to appear as natural undisturbed existing landscape, native to the site. Prior to any salvage and replant activities specific Committee approval must be obtained.

3.7 Revegetation of Disturbed Areas. Existing homesite landscape disturbance may only occur within the Building Envelope for construction purposes, and only in areas approved by the Committee, and re-landscaped upon completion of construction according to the approved landscape plan. The size, variety, and location of all existing trees and plants and other site features must be shown on the landscape plan, including a detailed description of ground plane character. The Transition areas must be fully restored to match the Natural Area. The Committee may require more landscaping than that destroyed in order to appear as natural area. "Close In"

zone areas must either match the natural area or blend enhanced landscape close to the architecture to a more natural landscape Natural Area or Transition Area edges.

Restoration means replicating all features of the existing natural landscape. This includes the first step of restoring or creating natural appearing grading shapes that blend to existing drainage ways, landforms, and site construction. No artificial or arbitrary shapes will be approved. Next, the finished exposed ground surface must match. Each homesite has its own unique pattern and colors of soil, sand, and surface rock of all sizes and patterns to be identified and replicated. No other surface treatment, such as non-site colored rock in decorative, geometric artificial shapes and patterns, etc. will be approved. Finally, trees and plants, including native grasses must be selected from a palette of existing varieties already established on site.

In addition, plant spacing, mix, density and arrangement must complement the homesite existing natural theme. Other elements such as adding down trees, native grassy areas, leaf litter, dry waterways and matched rock outcroppings may be needed.

Blending is the transitioning from the native landscape to a designed, denser arrangement of plants. This allows an enhanced, landscape to be created immediately adjacent to the architecture for screening, shaping views, sun control or to soften and transition architecture and constructed improvements into the site. Enhanced landscape is described as denser groupings and mixing of varieties and creating landform features that appear natural however might not normally occur where proposed. The interest features of these enhanced areas should be directed towards the home with the more natural appearance to the outside.

Any unsightly disturbance or damage to the homesite landscape must be repaired within seven (7) calendar days of its occurrence whether it has occurred naturally with approved future improvements or for undetermined reasons. All landscaping, including any repairs, must be approved Restoration as discussed above.

All revegetation landscaping will require sufficient temporary irrigation to reestablish the native landscape environment. Each plant will have separate water needs and as such, the irrigation system must be flexible enough to allow for both a managed reduction in the amount of water used and also the independent selection of plants to be irrigated. Although at some point supplemental irrigation can be terminated, the irrigation system will be in place long enough to require a permanent quality, year round, underground system. All irrigation equipment must be located or screened in such a way that it is not visible from adjacent properties.

It is the intention of this section that every effort be given by the homeowner to return all disturbed areas to the overall appearance of native, undisturbed natural landscape as quickly and completely as possible and to have a minimum of water usage to maintain the landscape.

3.8 Plant Density. Each plant has a natural arrangement and spacing that must be replicated in order for the proposed landscape to achieve the desired natural look. Although this may vary from location to location, the arrangement of the plants in the adjacent undisturbed natural area

will provide the model for plant group arrangements and spacing (plant density). Sufficient information about these existing natural areas must be placed on the landscape plans in order for the Committee to determine how closely the proposed plant spacing and sizes relate to the existing landscape.

Final plant spacing will also be dependent upon the initial size of plants and their respective growth rates. Generally, smaller plants require closer spacing with possible thinning in the future if the landscape appears crowded. Also taken into account will be the individual homesite detail planting areas and their respective orientation, topography, soil conditions, available water and other conditions that may increase or decrease appropriate plant spacing.

The various native trees, shrubs, groundcovers and grasses also grow in differing and varying combinations throughout Basinview. For this reason appropriate density or plant spacing is site specific and depends upon the proposed mix of plant varieties. Density within the Transition Area replicates the neighboring Natural Area, denser planting may be approved by the Committee for specific purposes in the Transition Area 'Close In' Zone. In the Private Zone density is as desired by the homeowner for plants not visible from adjacent properties.

3.9 Groundcover. Some locations on the homesite may be approved by the Committee for an introduced or enhanced plant groundcover area. These groundcover planting areas may only be developed in the following ways:

- a. As an extension of those occurring naturally in the adjacent native landscape or,
- b. As, in the opinion of the Committee, they present the appearance of occurring naturally. The Committee will not approve any proposal for groundcover areas that present the appearance of traditional turf or groundcover front or rear yard improvements.

Groundcover may be open natural looking seasonal native grass areas or low growing seasonal native plants or vines. Permanent or artificially supported year round green or manicured "lawn" appearing open defined area plantings are not approved. Seasonal plant variation, natural growth patterns and meandering natural edges are required for these areas to be successful, along with an appropriate site comprised of logical contouring, area definition and a natural appearing reason for this area to be present. The Committee will also consider home orientation, architecture and other site improvement

Inorganic or rock groundcovers may only be used in the Transition Area as they exist naturally on the adjacent native undisturbed Natural Areas surfaces. When used they must replicate the native color, shape, and mix of sizes and materials exactly. The existing ground plane must remain natural in appearance and may not be raked in visible patterns, cleaned, manicured or otherwise modified. No designed pattern, decorative, artificially shaped, or arrangement of any inorganic material, such as sand, gravel screened rock, or boulders may be used as groundcover for ground plane improvements in the Natural Area or Transition Area. Any ground plane groundcover may be used in the Private Area, so long as not visible from neighboring property.

Organic groundcovers such as manufactured non-native bark chips, compost and prepared mulches may not be used in the Transition Area.

3.10 Turf. Turf is not approved for use in the Natural Area, or Transition Area of the homesite. Nor is turf allowed within the Private Area where visible from adjacent property. The use of any "turf" is discouraged as it is highly contrasting non-native vegetation requiring more water, nutrients and maintenance than the natural landscape. It is the intent of these guidelines that all visible homesite landscape appears native and natural in appearance.

Where approved however, only turf comprised of grasses on the Approved Plant List under "Grasses" may be planted and then only within the Private Area of the homesite where it is not visible from adjacent property. It is the intention of the approved turf varieties that they be hybrid non-seeding varieties.

In addition, wherever turf is approved it shall be maintained or irrigated in such a way that it does not adversely effect any Basinview improvement, facility, neighboring property, wildlife or native plants. If, however, at any time the Committee determines that previously approved turf varieties have become a nuisance for any reason, the Committee may require existing turf to be, eliminated or replaced with another approved variety.

It is the intent that no turf, nor the replication or appearance of turf be visible from adjacent property on any homesite within Basinview. Low screen walls or other approved improvements will be required to contain turf and prevent intrusion into areas outside the approved turf area.

Where visible from neighboring property, native grasses may not be planted, maintained, irrigated or used in such a way as to take the place of, have the appearance of, or in any way replicate traditional turf "lawns". Seasonal native grasses may only be used as a natural landscape element.

3.11 Hardscape. Hardscape is any non-architectural inorganic improvement or modification to the homesite natural surface within the Natural Area or Building Envelope. This includes improvements such as paths, walks, on-site parking, improved drainage ways, and hard surface landscape areas and similar improvements not discussed in the Architectural Guidelines. All such improvements require Committee approval prior to start of construction or installation, including proposed location, materials, colors, and any changes to the existing site or landscape.

As with all homesite landscape improvements, the landscape related hardscape must also appear natural and appropriate in the native landscape. Natural surface materials such as decomposed granite and surface rock must match the existing native color and textures. Manufactured products such as brick, pavers or patterned and colored concrete must closely match the adjacent natural surface color. Whether natural or man made they must be installed or placed in natural patterns with native grasses or compatible groundcovers planted to soften the improved area.

Walks and pathways must be narrow, 2' to 4' in width, and follow the natural contours. Patios

must be naturally shaped and located with minimal site modification. The finished patio must appear as if carefully sited and shaped to fit a naturally occurring location.

Avoid any improvement such as elevated surfaces, curbing, swales, piping or grading that alters the approved drainage plan for the homesite. These modifications may redirect, concentrate, or pond storm water, causing erosion or water damage. Porous materials and installation methods will help reduce water runoff and damaging concentrated water flows.

Ancillary hardscape improvements or associated modifications, such as revised grading, added landscaping, low walls, built-in seating, and lighting must also be carefully considered by the homeowner or builder and approved by the Committee. It is intended that any such constructed improvements feel as an extension of and relate to the approved architecture and any site and landscape improvements relate to the approved adjacent landscape character.

3.12 Water Features. Constructed water features are not allowed in the Natural Area or Transition Area of any homesite. Although visually attractive if correctly designed, any water artificially introduced into the natural environment may be disruptive and is discouraged. However, with the following considerations, water features may be constructed, if specifically approved by the Committee, in the Private Area where not visible from neighboring property.

Water features must be designed to be in scale and relationship to the homesite architecture and designed landscape theme. All water feature mechanical equipment must be screened from view. Water features must be designed to minimize water use in both normal operation and maintenance.

Water features, including the lighting, mechanical equipment, water spray, drainage, etc., must be constructed and maintained so as to not adversely affect neighboring property, native plants or animals in any way. In addition, the water feature may not create a nuisance in its mechanical operation, maintenance by attracting animals, insects or supporting non-native plants.

3.13 Common Areas and Wildlife. Common areas shall remain in their natural state in perpetuity with the exception of the area immediately adjacent to Old Snow Basin Road which may be used for pathways.

No off-road or any motorized vehicles may be used in common areas at any time. Common areas may be used for hiking and non-motorized winter sports (skiing and snow shoeing) only.

ARTICLE IV- CONSTRUCTION REGULATIONS

4.1 Construction Philosophy. In order to ensure that the natural landscape of each homesite is preserved and the nuisances inherent to any construction process are kept to a minimum, the

following regulations shall be enforced during the construction period of all improvements at Basinview. The Owner of a homesite, as such as terms are defined in the Declaration and herein, shall be responsible for violations of the Architectural Guidelines, including construction

regulations contained therein by any contractor, subcontractor, agent, or employee performing any activities within Basinview, whether located on the homesite or elsewhere within Basinview.

4.2 Building Envelope. The building envelope, which is the limit of development on each homesite, is also the area within which all activities related to the improvements to be constructed must be confined. To this end, the building envelope must be temporarily staked and roped off, or fenced in an appropriate manner during the duration of construction. Temporary fencing enclosing the building envelope must extend for the full street frontage so no workmen park in the natural area. Where necessary for construction of improvements directly along the edge of a building envelope, a temporary construction encroachment of up to 5 feet into the adjacent natural area may be permitted by the Committee, in its sole discretion, provided the Owner shall be obligated to revegetate the area of such temporary encroachment promptly following construction.

4.3 OSHA Compliance. All applicable Occupational Safety and Health Act (OSHA) regulations and guidelines must be observed at all times.

4.4 Construction Site Plan and Construction Trailers. As part of the Final Submission, a construction site plan must be prepared and approved which indicates construction access, parking areas off of the street, sanitary facilities, including approved access drives, relating to construction activities on any homesite.

Upon approval of the Construction Site Plan a construction trailer or portable field office may be located on the building site within the building envelope, clear of all setbacks. The type, size and color of any portable office must be approved by a representative of the Committee as part of the construction site plan. The field office may not be placed on-site earlier than two weeks prior to the actual onset of continuous construction activity. At the same time, the provision of temporary power and telephone will be determined..

4.5 Trash Receptacles and Debris Removal. Owners and builders shall cleanup all trash and debris at the end of each day; an approved trash receptacle must remain on the site at all times for this purpose to contain all lightweight materials or packaging. The receptacle must be positioned on the site alongside the access drive, clear of side and rear setbacks, adjacent road right(s)-of-way and neighboring properties. Trash receptacles must be emptied on a timely basis to avoid overflow of refuse; disposal shall be at a suitable off-site facility. Owners and builders are prohibited from dumping, burying, or burning trash anywhere on the homesite or in Basinview. Heavy debris, such as broken stone, wood scrap, or the like must be removed from the site immediately upon completion of the work of each trade that has generated the debris.

All concrete washouts, from both trucks and mixers, must occur within the building envelope of the homesite in a location where it will be ultimately concealed by structure or covered by backfill. Washout in road rights-of-way, setbacks or on adjacent properties is strictly prohibited.

During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore or detriment to other homesites or open

space. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed from public or private roads, open spaces and driveways or other portions of Basinview. Any clean-up costs incurred by the Association in enforcing these requirements shall be payable by the Owner.

4.6 Sanitary Facilities. Each Owner or builder shall be responsible for providing adequate sanitary facilities for his/her construction workers. Portable toilets must be located within the building envelope, clear of all setbacks and in a discreet location.

4.7 Construction Access. The approved access drive approved by the Committee will be the only construction access to any homesite.

4.8 Vehicles and Parking Areas. Construction crews will not park on, or otherwise use, undeveloped portions of homesites or open space. All vehicles shall be parked within the building envelope. During very busy construction periods involving multiple trades such that all construction vehicles cannot be confined to the site proper, the overflow vehicles may be temporarily parked along the shoulder of the roadway; in locations and for time periods solely as approved by the Committee. Vehicles may not be parked on neighboring homesites, in nearby driveways or on open space. Changing oil or other vehicle maintenance is prohibited. Restoration of any native vegetation or roadway revegetation damaged by parking along the street frontage shall be the responsibility of the homesite Owner and may be required by the Committee as a precondition to final construction approval.

4.9 Conservation of Native Landscape. Trees which are to be preserved must be marked and protected by flagging, fencing, or barriers. The Committee shall have the right to flag major terrain features or plants which are to be fenced for protection. Any trees, branches, or other vegetation removed during construction must be promptly cleaned up and removed from the construction site.

4.10 Excavation Materials and Blasting. If any blasting is to occur, the Committee must be notified two weeks in advance and appropriate approvals must be obtained from Weber County. Blasting may only be done by licensed demolition personnel, with all requisite insurance coverage's as mandated by county and state statutes, specific to their blasting activity at Basinview.

The Committee shall have the authority to require in writing documentation of anticipated seismic effects, with confirmation such effects will not be injurious to other persons or properties, public or private, and that all appropriate protection measures have been utilized. The Committee may require additional insurance to cover potential damages from blasting to subdivision improvements and common areas.

All excess material resulting from blasting, as well as all other excess excavation materials, must be removed from Basinview.

4.11 Dust and Noise Control. The contractor shall be responsible for controlling dust and

noise from the construction site, including the removal of dirt and mud from public or private roads that is the result of construction activity on the site.

The sounds of radios or any other audio equipment used by construction personnel must not be audible beyond the property perimeter of any homesite; repeated violations of this provision will precipitate a total prohibition of any on-site use of radios or audio equipment during construction.

4.12 Material Deliveries. All building materials, equipment and machinery required to construct a residence on any homesite at Basinview must be delivered to and remain within the building envelope of each homesite, clear of all setbacks. This includes all building materials, earth-moving equipment, trailers, generators, mixers, cranes and any other equipment or machinery that will remain at Basinview overnight. Material delivery vehicles may not drive across adjacent homesites or tracts to access a construction site.

4.13 Firearms. The possession or discharge of any type of firearm by construction personnel on any construction site, homesite, tract or right-of-way at Basinview is prohibited.

4.14 Alcohol and Controlled Substances. The consumption of alcohol or use of any controlled substance by construction personnel on any construction site, homesite, tract or right-of-way at Basinview is prohibited.

4.15 Fires and Flammable Materials. Careless disposition of cigarettes and other flammable materials, as well as the build-up of potentially flammable materials constituting a fire hazard, are prohibited. At least two 20-pound ABC-Rated Dry Chemical Fire Extinguishers shall be present and available in a conspicuous place on the construction site at all times.

No on-site fires are allowed, except for small, confined, attended fires for the purposes of heating masonry water.

4.16 Pets. No pets, particularly dogs, may be brought onto the property by a member of any construction crew.

4.17 Preservation of Property. The use of or transit over any other homesite, common area or amenity is prohibited. Similarly, the use of or transit over the natural area or setbacks outside the building envelope of any homesite is prohibited. Construction personnel shall refrain from parking, eating, depositing of rubbish or scrap materials (including concrete washout) on any neighboring homesite, tract, or right-of-way.

4.18 Protection of Subdivision Improvements and Restoration of Property. Each Owner shall be responsible for the protection of all subdivision improvements, roadways, common areas, or improvements of any other homesite which may be damaged by the activities of such Owner's contractor, subcontractor, agents, or employees.

Upon completion of construction, each Owner and builder shall clean his/her construction site and

repair all property which has been damaged, including but not limited to, restoring grades, planting shrubs and trees as approved or required by the Committee, and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting, and fencing.

4.19 Construction Signage. Except as specifically approved otherwise by the Committee, temporary construction signs shall be limited to one sign per site not to exceed six square feet of total surface area. This sign is intended for job site identification only; therefore, it must be located within the building envelope, facing the street frontage of the homesite. It may identify the general contractor and designer by name with address and telephone number and it may identify the job site by homesite number or Owner's name, but it may not include marketing related terminology such as "for sale", "available", or "offered by". The sign shall be free standing, not to exceed four feet in height above natural grade, and of a design and in a location within the building envelope approved by the Committee.

The construction sign may not be erected on a site earlier than two weeks prior to the onset of continuing construction activity and must be removed within two weeks of the issuance of a certificate of occupancy by the County, or immediately upon the passage of 30 calendar days without significant construction activity.

Individual signs, or construction sign attachments, identifying individual sub-contractors, tradesmen, or suppliers are prohibited; identification of licensed tradesmen, when required by state or county statutes, shall be confined to the posting location of the building permit.

Attachment of signs or similar material to trees is prohibited.

4.20 Daily Operation. Daily working hours for each construction site shall be from 30 minutes before sunrise to 30 minutes after sunset. Construction activity which generates noise audible from the boundaries of any homesite, such as hammering, sawing, excavation work, concrete delivery, etc., must be confined to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, and 8:00 a.m. to 7:00 p.m. on Saturday. Noisy activity is prohibited on Sunday of each week.

4.21 Site Visitations. Due to the inherent danger associated with an active construction site, visitors to any site should be limited to those persons with official business relation to the construction activity, such as construction workers and tradesmen, building officials, security staff, Architectural Review observers, sales personnel and the Owner.

4.22 Construction Insurance Requirements. All contractors and sub-contractors must post evidence of insurance with their homesite Owner prior to entering the construction premises. The Committee may require each homesite Owner to provide copies of such existence of insurance as a condition to commencement of construction.

Insurance shall be evidenced in the form of a valid Certificate of Insurance naming both the homesite Owner and Basinview as the certificate holders. The required insurance must provide coverage not less than the applicable limits of coverage relating to comprehensive general

liability, automobile liability and workmen's compensation. The minimum limits of liability shall not be less than \$500,000 each for general liability and automobile liability. General liability coverage shall contain provisions for contractual liability and broad form property damage. The certificate shall provide for thirty (30) day notice to the certificate holders in the event of cancellation or material change in the limits of coverage.

APPENDIX A – APPROVED PLANT LIST

COMMON NAME

BOTANTICAL NAME

EVERGREEN TREES

Rocky Mountain Juniper
Colorado Spruce
Lodgepole Pine

Juniperus scopulorum
Picea pungens
Pinus contorta latifolia

DECIDUOUS TREES

Rocky Mountain Maple
Boxelder
Thinleaf Alder
Shadblow Serviceberry
Common Hackberry
Beechleaf Mountain Mahogany
Desert Willow
Narrowleaf Cottonwood
Aspen
Chokecherry
Gambel Oak
Smooth Sumac
Staghorn Sumac
Rose Locust

Acer glabrum
Acer negundo
Alnus tenuifolia
Amelanchier canadensis
Celtis occidentalis
Cercocarpus montanus
Chilopsis linearis
Populus angustifolia
Populus tremuloides
Prunus virginiana melanocarpa
Quercus gambeli
Rhus glabra
Rhus typhina
Robinia Neomexicana

EVERGREEN SHRUBS

Greenleaf Manzanita
Emerald Green Manzanita
Running Serviceberry
Curleaf Mountain Mahogany
Silverberry
Mormon Tea
Red Yucca
Common Juniper
Utah Juniper
Rocky Mountain Juniper

Arctostaphylos patula
Arctostaphylos santii
Amelanchier stolonifera
Cercocarpus ledifolius
Eleagnus comutata
Ehhedra viridis
Hesperaloe parviflora
Juniperus communis
Juniperus osteosperma
Juniperus scopulorum

DECIDUOUS SHRUBS

Alder
Saskatoon Serviceberry
Utah Serviceberry
False Indigo
Big Sagebrush
Mountain Big Sage
Wyoming Big Sage
Martin Ceanothus
Tobacco Brush
Rubber Rabbitbrush
Douglas Rabbitbrush
Red Osier Dogwood
Western Hazelnut
Cliffrose
Winterfat
Rock Spirea
Shrubby Cinquefoil
Alpine Currant
Mountain Mahogany
Woods Rose
Blue Elderberry
Elderberry
Buffaloberry
Mountain Snowberry/Coralberry

Alnus incana
Amelanchier alnifolia
Amelanchier utahensis
Amorpha fruticosa
Artemisia tridentata
Artemisia tridentata vaseyana
Artemisia tridentata wyomingensis
Ceanothus martini
Ceanothus velutinus
Chrysothamnus nauseosus
Chrysothamnus viscidiflorus
Cornus sericea "Baileyi"
Coryus cornuta californica
Cowania mixicana stansburiana
Eurotia lanata
Holodiscus domosus
Potentilla fruticosa
Ribes alpinum
Cercocarpus montanus
Rosa woodsii
Sambucus caerulea
Sambucus canadensis
Shepherdia argentea
Symphoricarpos oreophilus

PERENNIALS

Hollyhock
Filigree Daisy
Rocky Mountain Columbine
Western Columbine
Prickly Poppy
Poppy Mallow, Wine Cups
Native Bluebells
Bachelor Button
Keys of Heaven, Red Valerian
Chicory
Western Virgins Bower
Trailing Daisy
Sulphur Flower
Stork's Bill
California Poppy
Blue Fescue

Alcea rosea "Chater's Double"
Anthemis marschalliana
Aquilegia caerulea
Aquilegia formosa
Argemone munita
Callirhoe involucrate
Campanula rotundifolia
Centaurea dealbata "Rosea"
Centranthus ruber
Cichorium intybus
Clematis ligusticifolia
Erigeron flagillaris
Eriogonum umbellatum
Erodium cicutarium
Eschscholzia californica
Festuca ovina glauca

Blanket Flower
Burgundy Blanket Flower
Dwarf Blanket Flower
Chilean Evens, Prairie Smoke
Curlycup Gumweed
Snakeweed
Common Sunflower
Hairy Goldenaster
New Mexico Hops
Yellow Flax
Blue Flax
Blackfoot Daisy
Beebalm, Horsemint
Mexican Evening Primrose
Penstemon
Firecracker Penstemon
Pine Leaf Penstemon
Rocky Mountain Penstemon
Rock Goldenrod
Mexican Hat
Wooly Mullein
“Artic Summer”
Common Mullein

GROUND COVERS

Kinnikinnick
Creeping Oregon Grape
Dwarf Mountain Lover
Mountain Lover

GRASSES

Western Wheatgrass
Western Wheatgrass
Mountain Brome
Mountain Brome
Mutton Bluegrass
Idaho Fescue
Sheep Fescue
Creeping Red Fescue
Perennial Ryegrass

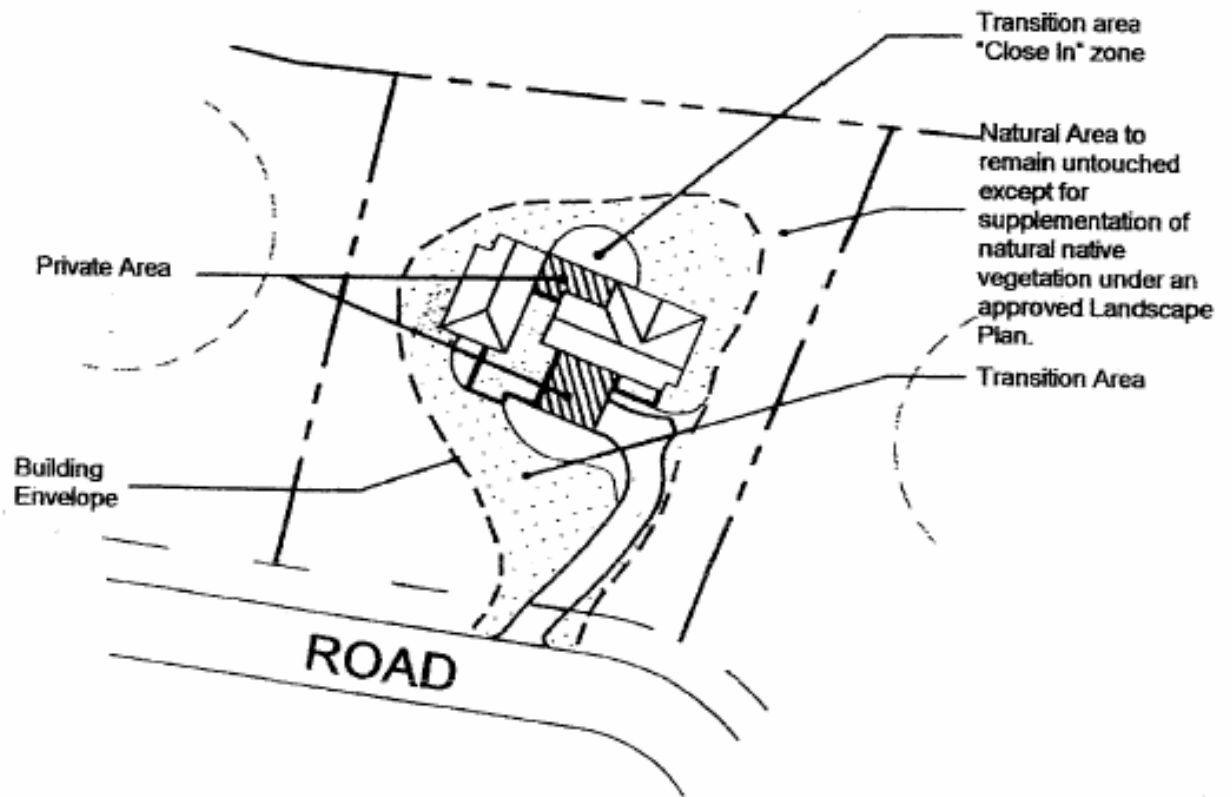
Gaillardia artistata
Gaillardia grandiflora
Gaillardia grandiflora “Goblin”
Geum triflorum
Grindelia squarosa
Gutierrezia serothae
Helianthus annuus
Heterotheca villosa
Humulus lupulus neomexicanus
Linum flavum compacta
Linum lewisii
Melampodium leucanthum
Fistulosa
Oenothera berlandieri
Penstemon barbatus
Penstemon eatonii
Penstemon pinifolius
Penstemon strictus
Petradoria pumila
Ratibida columnifera
Verbascum bombyciferum

Verbascum thapsus

Arctostaphylos uve-ursi
Mahonia repens
Pachistima canbyi
Pachistima myrsinites

Agropyron smithii “Arriba”
Agropyron smithii rosanna
Bromus marginatus
Bromus carinatus
Poa fendleriana
Festuca idahoensis
Festuca ovina
Festuca rubra
Lolium perenne

APPENDIX B – ILLUSTRATION



APPENDIX C – ARCHITECTURAL REVIEW SUBMITTAL CHECKLIST

STEP 1 - PRE-DESIGN CONFERENCE (Before any design begins)

- Review Guidelines
- Discuss Driveway Configuration
- Answer all questions related to process

STEP 2 - PRELIMINARY DESIGN SUBMITTAL

- Site Plan Survey with Topography
- Floor Plans
- All Exterior Buildings Elevations
- Supplemental Drawings Requested in Pre-Design
- Architectural Review Fee Check & Application

STEP 3 - FINAL DESIGN SUBMITTAL

- Complete Construction Documents
- Time Schedule for Construction
- Sample of all Exterior Materials, Colors and Glass Specifications
- Landscaping Plan
- Exterior Lighting Plan and Lighting Cuts
- Performance Deposit
- Construction site plan

STEP 4 - COUNTY BUILDING PERMIT

STEP 5 - PRE-CONSTRUCTION CONFERENCE

- Builder Must Meet with a Representative of the Committee Prior to Commencement of Construction
- Approval From the Committee Must Be Obtained Prior to Bringing in Any Construction Trailer, Field Office, Etc.

STEP 6 - CERTIFICATE OF FINAL CONSTRUCTION APPROVAL

- Issued by the Architectural Control Committee upon Completion of Construction and all Required Inspections

APPENDIX D – ARCHITECTURAL REVIEW APPLICATION

Applicant to Complete the Information Below

Project Location	Owner		
_____	_____		
Homesite #	Name		
_____	_____		
Street Address	Mailing Address		
_____	_____		
	City	State	Zip
_____	_____		
	Phone		
_____	_____		
	Fax	E-mail	

Architect/Designer			Contractor/Builder		
_____			_____		
Firm/Architect/Designer			Firm		
_____			_____		
Mailing Address			Mailing Address		
_____			_____		
City	State	Zip	City	State	Zip
_____			_____		
Phone			Phone		
_____			_____		
Fax	E-mail		Fax	E-mail	

Home Information

Enclosed Livable: _____ Sq. ft.
Enclosed Total: _____ Sq. ft.
Covered/Under Roof Total: _____ Sq. ft.

Description of Submittal

Attach all necessary drawing and information

Applicant

As Applicant, either as Owner or Owner's Agent, I have read and understand the Architectural Guidelines and the CC&R's concerning design and construction in Basinview. I also acknowledge that the Architectural Review Fee is non-refundable.

Applicant's Signature	Print Name	Date
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For Committee Use Only

Reserved By: _____

Date: _____

Scheduled Meeting Date:

Pre-Design Meeting Date:

Preliminary Approval Date:

Final Approval Date:

Notes: