

# **STAR HARBOUR ESTATES**

Design Guidelines, Standards & Review Process

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## **1. AUTHORITY FOR THESE GUIDELINES**

Section 7.1 of Article VII of the Star Harbour Estates (hereinafter, “Star Harbour”) CC&R’s establishes an Architectural Committee (hereinafter, “AC”) and sets forth a goal of imposing architectural design standards of a type and nature that result in Dwellings and Permitted Improvements which are compatible with the mountain landscape. The placement, massing, dimensions and materials of the Dwellings and Permitted Improvements will be guided, but still allow for diversity in style and design. Section 7.2 bestows on the AC the right and duty to promulgate reasonable standards against which to examine any request made relative to the approval of Dwellings and Permitted Improvements.

The Design Guidelines, Standards and Review Process (hereinafter, “Guidelines”) set forth in this document are circulated in fulfillment of the Star Harbour CC&R’s with the goal of providing a consistent pattern of enforcement and application of the CC&R’s so that Star Harbour is, and remains, a high-quality, attractive, and well-designed project that protects and enhances Star Harbour property values.

These Design Guidelines and Standards are applicable to all Dwellings and Permitted Improvements, which are commenced after the date these Design Guidelines and Standards are adopted. Dwellings and Permitted Improvements completed prior to the adoption of these Design Guidelines and Standards are “grandfathered.” However, improvements, renovations and remodels must adhere to the current design Guidelines as achievable.

## **2. STAR HARBOUR DESIGN PHILOSOPHY**

Star Harbour is a predominantly single-family home community uniquely situated between the gondola entrance to Deer Valley Ski Resort and the Jordanelle Reservoir. All lots in Star Harbour have either a mountain or a lake view; many have both. Maintenance of these views for all owners is extremely important in considering the design of future dwellings and modifications to existing dwellings.

Significant expansion on both the Deer Valley and Jordanelle sides of Route 40 is in progress. This includes the construction of thousands of additional ERU’s (equivalent residential units) and the creation of many amenities in the Jordanelle area, including an underpass that will give homes on the Jordanelle side of Route 40 quick access to Deer Valley Resort and the Mayflower Mountain Resort. Given its unique location, it is important to create and maintain Star Harbour as one of the finest mountain/lakeside communities of its kind.

## **3. SITE PLANNING CONSIDERATIONS**

The climate, terrain, and existing vegetation at Star Harbour are all important factors which must be considered in the design of any improvements to properties within the community. It is the intent of the following Guidelines to ensure environmentally sound and aesthetically pleasing development at Star Harbour for the mutual benefit and enjoyment of all owners.

### **3.1.THE AREA OF DISTURBANCE CONCEPT (AOD)**

The Area of Disturbance (AOD) concept is a major component of the philosophy for site planning individual home sites. The AOD is the portion of each lot within which all improvements, including structures, decks, walks, landscape amendments, grading, fencing, and all mechanical equipment must be located, and it is designed to protect and preserve the natural landscape features of the lot. The maximum AOD is 12,500 square feet but in no case will the AOD area be larger than necessary to accommodate the improvements on a given lot. Exceptions to this may be considered by the AC especially on lots that will require extremely long driveways and it is the only area of the lot where alterations of, or disturbance to, the natural landscape (other than supplemental planting of approved native vegetation) will be allowed. All approved AOD will be recorded in the Final Approval. The AOD will be defined in the process and approval delineated by a limit of disturbance perimeter to be shown on the site plan.

### **3.2.PRESERVATION OF VEGETATION, LANDFORMS & VIEWS**

Sites at Star Harbour have distinctive and unique landform, vegetation and view characteristics that must be preserved and reinforced by new construction whenever possible. The fundamental goal is to complement the site with appropriate architectural massing while utilizing existing vegetation and landscape forms. In addition, residences at Star Harbour must preserve views from the site as well as limit any adverse effect on views from existing homes.

### **3.3.BUILDING SIZE**

One of the first goals of all Owners and their Architects 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 homes and landscape remain subservient and blend into the natural landforms and existing landscape. The dwelling constructed on each lot must have a minimum of 2,500 square feet of usable floor area. Usable floor area means finished living space and excludes garages, storage space, mechanical rooms and basement areas (if all four sides of the basement are fully below grade). The maximum footprint of the structures and patios is 5,200 square feet.

### **3.4.SETBACK REQUIREMENTS**

Setbacks shall not be less than 12 feet from the eave on both side yards, 30 feet from the eave in the rear yard and 20 feet from the eave in the front yard.

### **3.5.HEIGHTS & MASSING OF STRUCTURES**

Allowable heights are subject to Wasatch County ordinances and Star Harbour Design Guidelines. If different, the more restrictive of the two shall control.

Maximum building height is 28 feet. Building height is measured half-way between the ridge and the eave from existing grade. In no circumstances, may any portion of a building exceed 33 feet in height at any point. The purpose of the height criteria is to avoid construction of homes that are too tall. Beyond the height criteria, Star Harbour Architectural 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 AC 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.

On difficult steeper lots, where the average slope across the footprint of the proposed structure exceeds 15%, the AC 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 lots in general. It is the intent of the Design Guidelines that roof forms for homes on sloping sites step down with the grade to integrate with the natural setting.

Dwellings must exhibit architectural relief via stepping of exterior walls vertically and/or horizontally. Upper floors must be at least 10% smaller in area than the lower floor footprint, unless expressly approved in writing by the AC.

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 two feet. No single-story building wall may extend more than 30 feet in length, without an offset of at least two feet. A single-story building shall not exceed 30 feet on any side without stepping at least four feet horizontally. No two-story building wall may extend more than 20 feet in length without an offset of at least two feet.

### **3.6.SITE WORK**

No excessive excavation or fill will be permitted on any lot except where specifically allowed by the AC due to terrain considerations. Every attempt should be made to balance out and fill with minimal use of retaining walls and engineered building pads. The maximum allowable over dig when excavating for the foundation is 10 feet.

Great care must be taken in designing the site improvements around existing vegetation, so the root system remains intact and that its supply of water is maintained. No clear cutting of vegetation within any AOD will be permitted. Removal of the native vegetation down to raw earth for the purposes of fire prevention thinning is not allowed, except where otherwise required by the Fire District. When the native vegetation is removed within the Transitional Area, it should be replaced with landscape material listed in Appendix A.

However, it is understood that some selective pruning or removal of trees and shrubs will be necessary for the development of the homesite. Any cutting of trees or vegetation must first be approved by the AC. Removal of vegetation without the approval of the AC may result in a fine in an amount to be determined by the committee.

### **3.7.SLOPE & DRAINAGE**

No improvement, planting or other material shall be placed or permitted to remain, nor shall any other activities be undertaken, which may damage or interfere with established slope ratios, create erosion, soil sliding problems, or may change the direction or flow of drainage channels or obstruct or retard the flow of water through drainage channels. The

slope control areas of each lot and all improvements within them shall be maintained continuously by the Owner, except those improvements for which a public authority or utility company is responsible.

All Owners shall retain and control all water runoff from their lots, so as not to damage or hinder other lots or Owners. Wherever possible, the natural drainage pattern of a lot shall be preserved. Any negative drainage impacts that are created as the result of the construction of dwelling or improvement shall be minimized and mitigated to the satisfaction of the AC.

Surface drainage upon and across any lot must be addressed through the implementation of sound construction and grading practices and shall be illustrated on site plans based on a survey of the lot. Any improvement which creates an obstruction to surface flows resulting in a back-up of storm water onto a neighboring lot 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. It is forbidden to drain onto adjacent lots. The inclusion of foundation waterproofing and a perforated pipe foundation drainage system are recommended along uphill and side hill foundation walls on hillside lots.

Residential designs for sloping lots with a variation of natural grade elevation in excess of three 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.

## **4. ARCHITECTURAL DESIGN STANDARDS**

The following architectural standards have evolved in response to climatic and aesthetic considerations at Star Harbour. It is the intent of these standards to evoke a sympathetic response to the character of this region, promoting architectural design that is compatible with the natural landscape and is environmentally sound. Note: It is the responsibility of the Owner and his/her architect to conform with the Wasatch County building/zoning ordinances and requirements as well as the Guidelines contained herein. If there is a discrepancy, the stricter standard governs.

### **4.1. PREFABRICATED, DOME & A-FRAME 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. Panelized wall systems may be approved. The aesthetic merits of any such structures are subject to review and approval by the AC.

No dome, A-frame or modified A-frame dwellings are allowed.



## **4.2.FOUNDATIONS**

All un-faced visible surfaces of concrete masonry or concrete foundation walls and piers must receive a mortar-wash finish. Exposed aggregate concrete, or textured concrete block with an approved integral or applied color may be considered in lieu of the mortar-wash applique.

Foundation walls must step down with the grade change so that their exposed surface does not exceed a vertical height of 1' above finish grade at its greatest exposure. Material covering the foundation wall must be in the same plane as the wall above.

All upper decks which are visible from the road or adjacent properties must be finished in a decorative nature, which is subject to the approval of the AC.

## **4.3.EXTERIOR MATERIALS**

Exterior materials should generally be natural materials that blend and are compatible with the native landscape. Exterior materials shall be limited to stone, stucco, slate tiles, wood shingles, wood siding, heavy timber, logs, cedar or red wood board and batten (stained or painted) on wood framing. No more than three different materials may be used on the exterior of a dwelling, excluding the roof.

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 batten, free edge boards, and native stone. Logs may be used, but they must be combined with a major element of another material.

Stone can be native or cultured, but all stone materials must be approved by the AC. Veneer products with an artificial appearance or that are not compatible with the natural environment are prohibited.

Plywood siding is prohibited unless the applicant can demonstrate to the Committee that the specific proposed application would result in a finished appearance indistinguishable from an individual board siding application.

The use of metal siding, fiberglass siding, vinyl siding, or asbestos siding is prohibited. Stucco with an aged or mottled appearance may be an accepted exterior material when incorporated with other materials. The amount of stucco should not exceed more than 20% of the exterior surface. Each case will be decided by the AC.

The AC may also consider some high-quality architectural metal panels or composite wood products on a case-by-case basis, which in the opinion of the AC, would be virtually indistinguishable from their natural wood counterparts. Such consideration shall be limited to products suitable for individual board application; no multi-board panelization will be allowed. The product must be utilized in an assembly, which prohibits the exposure of joint reglets. The proposed product must have a porous wood-grained surface suitable for application of traditional stains or paints, with an AC approved color.

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 use of large-scale brick or textured masonry block as an exterior finish material will be considered on a case-by-case basis and shall be limited to accent segments of the building facade. Standard 4" x 2" x 8" brick will not be allowed. The aesthetic merits of any combination of exterior materials are subject to review and approval by the AC, in order to maintain the architectural integrity and consistent visual experience of Star Harbour.

#### **4.4.ROOFS**

The roofline of each home should 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 expansive, boxy or discordant with the landscape or neighboring structures. The roof design must also address the visual impact it will have on the views of lots that are located adjacent to and above the home.

Roof slopes should be between 4/12 and 8/12. Roofs should not descend closer than 7 feet from the ground. Varying roof pitches are not allowed. Exceptions may be granted by the AC.

Domed and curvilinear roofs are not permitted. Flat roofs are not permitted as the predominant roof shape. They may be used as a secondary roof shape on buildings with an acceptable predominant roof shape

Overhangs shall be provided at all roof edges at a minimum of 18 inches, and fascia's must be at least 8 inches. Asymmetrical roofs are preferable to those, which are obviously symmetrical.

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.

Roof materials permitted include weathering steel, copper, concrete shake tiles, architectural grade fiberglass shingles 25 years or better, slate, flat concrete tiles, and other low reflectivity tiles. Architectural grade fiberglass shingles must be heavyweight, three-dimensional, thick-butt asphalt shingles, with a weight of 380 pounds per square or more.

Wood shake shingles without fire resistant treatment and other flammable roofing materials are not allowed. Copper must be allowed to patina; naturally shiny copper will not be allowed. The use of asphalt shingles of standard or medium thickness, any type of barrel or "S" tiles, asphalt rolled roofing, or reflective metal surfaces is prohibited.

#### **4.5.ENTRANCES**

No entry can exceed one-story in height. 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 a 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 lots large enough to permit the required turning movements, without encroaching into the side setbacks.

#### **4.6.PORCHES, TERRACES, DECKS & AWNINGS**

The utilization of the covered front porch or front-facing terrace is strongly encouraged. The historic front porch or landscape terrace is beneficial in four ways:

1. The focal point of the home becomes the people-oriented entrance, rather than the more typical garage- dominated streetscape.
2. An enhanced sense of entry is achieved without being monumental.
3. There are often excellent views from the front of the home. A space for limited seating, with the benefit of a low wall and an overhanging roof, facilitates being able to take advantage of views.
4. The living area of the home is made to feel larger by opening up to the front yard and street with an indoor/outdoor space.

Please note: Canvas awnings are not permitted on the front of homes. Any canvas awning which is intended to be permanently attached to a structure requires AC approval prior to installation.

#### **4.7.CHIMNEYS & 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 air quality at Star Harbour, all residences are encouraged to utilize natural gas rather than standard wood-burning fireplaces or stoves.

Due to the extreme fire danger often present in this high desert and mountain region, all chimneys, including outdoor fireplaces, must be equipped with a U.L. or I.C.O. approved spark arrestor. All metal spark arrestors must be concealed from view by means of a chimney cap detail.

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 approved by the AC

#### **4.8.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) or light reflective colors be permitted, nor will drastic contrasts in value (light to dark) be allowed. White may only be used as an accent or "trim" color; "light-hued" siding stains, which approach white, or off-white in appearance, will not be allowed. Garage and exterior doors are not considered "trim."

It is the intent to preserve the appearance of the natural landscape and preclude the use of colors that would appear out of place and, therefore, offensive to the eye.

#### **4.9.WINDOWS, DRAPERIES, SKYLIGHTS & 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 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. Octagons, circles, hexagons, and triangles insensitively placed, will not be approved. Window heads must be shaped to match rooflines or remain level. No scissor truss windows will be permitted with slopes not matching the roofline. Vinyl windows, while not preferred, are acceptable provided the color and tone is complementary to the residential palette. White is not an acceptable window frame color.

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. Skylights must be placed on the roof in an organized pattern that compliments the roof design. They must not be placed arbitrarily wherever they are wanted within the home. All skylights must be low profile, flat type. Bubble type skylights are prohibited.

Shutters and drapery linings must be neutral colors when visible from outside the home.

#### **4.10.BUILDING PROJECTIONS**

All projections from a residence or other structure commenced after the date of the adoption of these Design Guidelines including, but not limited to, vents, flashing, louvers, gutters, down spouts, 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. No building projections will be allowed without the approval of the AC.

#### **4.11.GARAGES & GARAGE DOORS**

Garages for each residence are required, either attached or detached, accommodating at least two automobiles; carports are prohibited. Whenever possible garage doors should not dominate the residence when viewed from the street, especially in areas visible from rights-of-way, common areas, and adjacent homes.

When planning a home at Star Harbour, attempt to minimize the potential view of the garage doors from the street. Effective measures that minimize the dominance of garage doors include side entries and overhangs or piers, which add the softness of shade and shadow by way of recessing the doors. Significant architectural detailing can also mitigate the visual impact of the garage entrance as well as placing the garage doors further away from the street than the home facade, leaving the home form as the dominant image from the street.

Garage doors must relate to the remainder of the home's design elements. 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. Garages must not present closed or unarticulated facades. Glazing in garage doors should 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.

If doors have to orient to the street, then the use of single-bay doors in lieu of double-width doors will be required so as to present a smaller-scale appearance relative to the rest of the structure. Some exceptions to the above may be granted when the applicant can demonstrate that the scale of a double-width door is proportional to the rest of the home's design and is in keeping with the scale of the rest of the neighborhood streetscape.

Where three or more 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 (and fourth) door(s) must occur in a secondary building plane, offset by a minimum of 24 inches from the primary front wall of the garage, to avoid a continuous uninterrupted wall of three or more garage doors. All garage doors must be recessed a minimum of 8".

No garage doors over 10 feet in height will be allowed.

The use of florescent 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-way or when windows are used in the garage or garage door.

#### **4.12.ACCESS DRIVES & ON-SITE PARKING**

Each lot may be accessed by a single driveway. Access drives shall be 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 proposed driving surface of any driveway is subject to approval by the AC.

Each lot must have an area for parking a minimum of two guest automobiles within the AOD in addition to the enclosed garage spaces. Refer to the CC&R's 6.10 regarding all other types of vehicles and their storage requirements.

#### **4.13.SIGNAGE**

Real Estate signs and permit posts are permitted but must be removed within 5 days of closing of sale, expiration of listing agreement or Certificate of Occupancy. No other signage of any kind will be permitted, except temporary construction signs by each builder. Additionally, no driveway markers may be installed except those necessary for snow removal.

#### **4.14.LIGHTING**

Street lighting will be installed where required for public safety in the judgment of Wasatch County.

All exterior lighting requires AC approval prior to installation. Exterior lighting must be subdued, the source shielded, and the light directed downward in an effort to minimize light pollution. Area illumination is not permitted; only critical areas may be illuminated, per the CC&R's section 8.6.9.

Exterior Holiday lights may be illuminated from the beginning of November through the end of January.

If at any time exterior lighting becomes a nuisance to any other Lot Owners, the AC may request said lights to be modified.

### **5.ADDITIONAL ARCHITECTURAL ITEMS**

#### **5.1.OUTDOOR STORAGE**

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

#### **5.2.STORAGE TANKS**

No on-site storage tanks are allowed.

#### **5.3.UTILITIES, MECHANICAL EQUIPMENT & METERS**

Utility services are stubbed to the property line of each lot. Sewer, gas, electricity, telephone and cable television service locations are clustered (usually with those of the adjacent lot) in a utility easement located adjacent to each lot. The extension of services from these stub locations to the residence shall be the responsibility of each Owner, and they 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 lot

between the service tap and the AOD. In most cases, this should be done where (or near) the driveway enters the property.

For seeable reading, all utility meter readouts shall be located in an easily accessible location on an exterior building wall or alternative location specified by the AC but shall be screened to prevent direct view from the street or adjacent lots. Any exterior mechanical equipment must be inconspicuously ground mounted adjacent to the residence. The equipment must be contained within the AOD. Equipment must be placed with consideration to the adjacent homes, so as to minimize noise intrusion.

Utility service meters and equipment must be removed within 6 months after the Certificate of Occupancy is issued. 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 respective utility companies.

#### **5.4.TOWERS, ANTENNAE, SATELLITE DISHES & SOLAR PANELS**

Television and internet satellite receivers may be installed on the exterior of homes. Satellite receivers may not be placed above the eave of the roof nor be visible from the street. Receivers shall be promptly removed when no longer subscribed to or in use.

No satellite receivers may exceed 24 inches in diameter.

No towers; exposed or outside radio, television or other electronic antennae, shall be allowed or permitted to remain on any lot. Satellite receivers, in excess of 18 inches in diameter may be required to be screened with an AC approved enclosure. Any screen wall must be an integral component of the home design. In some cases, the enclosure may not be approved due to the location on the lot and its visual effect on the overall street scene or as viewed from adjacent homes.

Removal of trees to improve reception is prohibited.

Solar panels are allowed, but they must lie flat on pitched roofs. Solar collectors may not cover more than 200 square feet without written approval of the AC.

#### **5.5.DOG HOUSES, RUNS & FLAG POLES**

Doghouses, dog runs, and flagpoles must be approved by the AC.

#### **5.6.SWIMMING POOLS, SPAS & HOT TUBS**

Swimming pools, spas, or hot tubs, if any, should be designed as a visual extension of the residence through the use of walls or decks and must be inconspicuous. All pools and spas must be constructed according to Wasatch County regulations. All pumps, motors, and heaters must be fully screened from view from the street, adjacent homes, or public areas.

## **5.7.SPORT COURTS & RECREATIONAL/PLAY STRUCTURES**

Permanently installed recreational, tennis & sport courts are discouraged due to the nature of elevations in this project; however, they will be considered on a case-by-case basis by the AC.

Wall-mounted or freestanding basketball goals may be allowed subject to AC approval. Support posts of a freestanding basketball goal shall be painted to blend unobtrusively with its visual backdrop, and the backboard must be clear. Portable basketball hoops must be stored in the garage when not in use.

Play structures, trampolines, swing sets, slides, or other such devices are allowed only when the application is made in advance with the AC. Approval for such equipment may be granted when it is proposed to be placed within fenced, rear yard areas. Generally, timber and dark-colored powder coated steel structural components are encouraged, plastic and/or brightly colored finish materials are discouraged.

## **5.8.NUMBER OF DWELLINGS**

With the sole exception of the Alpine Condominiums of Jordanelle, no dwelling or other improvements shall be placed, erected, altered, or permitted to remain on any lot other than one single family home and one garage together with related nonresidential improvements which have been approved by the AC.

No structure of a temporary nature nor any trailer, tent, shack, garage, barn or other outbuilding shall be used as a residence at any time, either temporarily or permanently.

## **5.9.OUTBUILDINGS**

Outbuildings, e.g., greenhouses and small sheds, must be submitted for approval by the AC on a case-by-case basis provided the architecture matches the residence, visual impacts are carefully considered, it is a single-story structure, and the structure does not exceed 150 square feet.

## **6.IMPROVEMENTS, REMODELS & RENOVATIONS**

All exterior improvements, renovations and remodels must be in aesthetic harmony with the neighborhood, surrounding area, existing dwelling and they must follow the current architectural Guidelines.

Classifications allow for projects to be assessed based on impact and overall review requirements. Processes follow those of a full architectural review and initiate with a design application, fee submittal, refundable compliance deposit payment and AC review to ensure that liens or dues are not outstanding.

1. Incidental: Exterior work with minimal impact on the home and/or the development or neighbors. This work does not require a building permit as it is "Cosmetic" work. Changing the existing paint or stain, masonry or improvements that alter the originally approved dwelling will need prior AC approval. Incidental projects do not require a Design Review fee nor a compliance deposit. General maintenance



updates, painting and staining of same color, masonry repair etc., do not require notification and fall under “standard maintenance”. All construction rules and regulations noted in the Star Harbour Design Guidelines are to be followed as applicable.

2. Minor: Exterior work that does not adjust the footprint of the home yet requires more than cosmetic or maintenance updates. Minor renovations that require a building permit from local government entities require a prior review approval from the Architectural Committee and a Remodel Architectural Review fee. A compliance deposit is not required. All construction rules and regulations noted in the Star Harbour Design Guidelines are to be followed as applicable.
3. Major: Major classification projects encompass changes to an existing residence footprint. This construction will require a building permit from local government entities, approval from the Architectural Committee, an Architectural Review Fee and a compliance deposit. All construction rules and regulations noted in the Star Harbour Design Guidelines are to be followed as applicable.
4. Landscape: Renovation, improvement or design of landscape beyond the original new construction process. A Landscape plan, as noted in the Review Process is required to be submitted to the Architectural Committee for approval prior to installation of improvements. All landscaping must be in compliance with tree guidelines (Section 7.7), the approved plant list (appendix A) and the enduring preservation of views. All construction rules and regulations noted in the Star Harbour Design Guidelines are to be followed as applicable.
5. Fees: All required fees are due at the time of initial application. Architectural Review Fees may consist of 2 types of fees. The first type of fee is to reimburse the Association for any and all professional fees incurred by the Architectural Committee, such as having plans and specifications reviewed by a professional architect. This fee may vary or even increase during the review process depending on the scope of the project and the required professional fees ultimately expensed by the Association. The second type of fee is a flat fee payable to the Association for administrative costs. The amount of these fees along with the compliance deposit shall be set by the Board of Trustees on an annual basis.

## **7.LANDSCAPE DESIGN STANDARDS**

As homes are designed and built within Star Harbour, care must be taken to preserve the natural beauty intrinsic to this site. Each lot shall have a designated AOD (Area of Disturbance) that is designed to protect and preserve natural landscape features. When considering the site plan and Landscape Design, three zones are often created within the site. These zones are the Natural Area, the Transitional Area and the Private Area.

## **7.1.NATURAL AREA**

Natural Area is that portion of the lot which lies outside the AOD. This area is to remain as a natural area and left undisturbed during construction. If the Natural Area is disturbed, it must be revegetated in a like manner.

## **7.2.TRANSITIONAL AREA**

Transitional Area is the portion of the lot encompassing the AOD and the remaining visible portions of the lot extending to the Natural Area. Owners must restore and revegetate any areas disturbed by construction activity within the Transitional Area. All disturbed areas shall be revegetated within twelve (12) months of Certificate of Occupancy.

## **7.3.PRIVATE AREA**

Private Area is that portion of the lot within the AOD and screened from view from adjacent homes, the street, public areas, or by site walls or structure, within which an Owner may create as varied a landscape as desired.

## **7.4.APPROVED PLANT LIST**

Landscaping should be harmonious with existing vegetation and should predominantly consist of vegetation native to the Wasatch Mountains of Utah. The AC has developed an Approved Plant List, Appendix A, which includes indigenous and non-indigenous species 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. Owners may request additional plants to be considered by submitting these plants to the AC for review for possible inclusion to the Approved Plant List.

## **7.5.LANDSCAPING PLANS AND REQUIREMENTS**

A landscaping plan is required to be submitted to and approved by the Architectural Committee by the Owner of a Lot prior to the commencement of landscaping activities on any lot. Wherever possible, existing site vegetation on any Lot should be preserved.

The Landscaping of the front yard of each Lot, including the planting of grass or the placement of sod, and the planting of at least a minimal number of shrubs or trees on the Lot, must be completed within twelve (12) months from the time the Dwelling receives its Certificate of Occupancy. Dead landscaping shall be replaced within twelve (12) months if necessary to meet the minimum landscaping requirement.

The Owner of each Lot within the Project shall keep such Owner's Lot clean of weeds and trash. Owners of unimproved lots are required to keep their lots clean of noxious weeds. All Homeowners are required to keep their properties clean of all invasive annual weeds. If the Owner fails to do so, they will receive a violation letter from the AC. The letter will describe the violation and include a remedy deadline. If the Owner fails to act within the allotted timeframe, the Association shall have the right to cause such maintenance work to be done and to cause the cost of such maintenance work to be charged to and paid by the Owner of such Lot as a Reimbursement Assessment.

## **7.6.TREE REQUIREMENT**

As defined in Section 8.8.8 of the Star Harbour CC&R's, Landscaping shall include a minimum of six trees, of which, two must be 3-inch caliper or larger spruce or fir.

## **7.7.GROUNDCOVER**

Groundcover may be open, natural looking, seasonal native grass areas or low growing seasonal native plants or vines. Seasonal plant variation, natural growth patterns and meandering natural edges are essential for making these areas successful.

Inorganic or rock ground covers may only be used in the Transitional Area when they replicate the native color, shape and mix of sizes and materials as they exist in the surrounding Natural Areas.

## **7.8.GRASS**

Where approved, only turf comprised of grasses on the Approved Plant List under "Grasses" may be planted within the front and rear yard area of the lot in an organic shape with a natural edge. It is the intention of the approved turf varieties that they be hybrid non-seeding varieties.

Grass requires more water, nutrients, and maintenance than the natural landscape and where approved it must be maintained or irrigated in such a way that it does not adversely affect any of Star Harbour neighboring property, wildlife or native plants.

## **7.9.HARDSCAPE**

Hardscape is any non-architectural, inorganic improvement or modification to the homesite natural surface area. This includes improvements such as paths, walks, on-site parking, improved drainage ways, and hard surface landscape areas such as patios and similar improvements not discussed in the Design Guidelines. All such improvements require AC 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 landscape improvements, the hardscape must appear natural and appropriate with the native landscape. Surface materials either natural or manufactured must match the surrounding native color and textures and be installed or placed in natural patterns. Native grasses or compatible groundcovers may be necessary to help soften the improved area.

Walks and pathways must be narrow, 2 to 4 feet 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.

Any improvement such as elevated surfaces, curbing, swales, piping or grading that alters the approved drainage plan for the lot should be avoided.

## **7.10.WALLS & FENCING**

All walls and fencing must be approved by the AC prior to installation. Site walls, privacy or screen walls, must appear as a visual extension of the residence, using similar materials and finishes. It is understood that such walls define 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 into the minimum side yard setback.

Fences are encouraged if owners are going to have pets or small children. It is prohibited to allow pets to roam free. Fencing material must be wood rail, not exceeding 6' in height with a solid top rail to provide safety for wildlife. Only the side and rear yards may be fenced.

Structural retaining walls may not exceed 6' above natural or finish grade height, whichever is lower. Multiple terraced retaining walls must be utilized where the overall height of retained earth exceeds six feet. Where multiple retaining walls are used, each tier must be separated by a three-foot planting area. Tiered retaining walls cannot exceed twelve feet above natural or finished grade, whichever is lower. Retaining walls must jog in plane 2' every 20' and cannot exceed a maximum length of 80 feet. The AC may make exceptions, if necessary.

Retaining walls may be constructed of concrete or concrete masonry units; however, all exposed surfaces and edges must be stone veneer or other materials used on the house, so as to blend unobtrusively with its natural surroundings. Heavy timber wood and rock retaining walls may also be approved, using rocks that blend in color with the native surroundings. Keystone or pre-manufactured retaining wall systems will not be approved.

## **7.11.WATER FEATURES**

Constructed water features may be allowed in the Natural Area or in the Transitional Area if in the AC's opinion there will be no diminution of native vegetation and it can be demonstrated to be very native in appearance.

Water features must be designed to be in scale and relationship to the architecture and designed landscape theme. All water features 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.

## **7.12.GARDEN PLOTS**

In an effort to preserve the natural appearance of Star Harbour, non-native planting areas such as decorative gardens or gardens comprised of organized arrangements of flowers, non-native shrubs or vegetables, may only be established and maintained within the Private Area. Native flowers and flowering shrubs may be included in an approved Landscape Plan, as long as their groupings replicate their natural growth patterns.

Orchards or unnatural appearing groupings of shrubs and trees may also only occur in the Private Area. All garden associated improvements such as tool and equipment storage or growing areas such as greenhouses must be designed as integral to the home architecture and require approval by the AC. No trash storage, compost areas, screens, netting or other animal barriers, lighting, irrigation or mechanical equipment may be visible from neighboring property.

### **7.13.STATUES & GARDEN DECOR**

Statues, figurines and other garden decor visible from the street should be subdued and compliment the surrounding natural elements. Large installations require AC approval.

## **8.CONSTRUCTION REGULATIONS**

In order to ensure the natural landscape of each lot 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 Star Harbour. The owner of a lot, as such terms are defined in the Declaration and herein, shall be responsible for violations of the Design Guidelines, including construction regulations contained therein by any contractor, subcontractor, agent, or employee performing any activities within Star Harbour, whether located on the lot or elsewhere within Star Harbour.

### **8.1.BUILDING AREA OF DISTURBANCE (AOD)**

The Building AOD, which is the limit of development on each lot, is also the area within which all activities related to the improvements to be constructed must be confined. As defined in Section 8.6.12 of the CC&R's, the AOD must be temporarily fenced with orange LOD fencing during the duration of construction. Temporary fencing enclosing the AOD should extend for the full street frontage so workmen can avoid parking in the natural area.

### **8.2.OSHA COMPLIANCE**

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

### **8.3.CONSTRUCTION SITE PLAN**

As part of the Final Submission, a construction site plan must be prepared and approved indicating construction access, parking areas off of the street, sanitary facilities, approved access drives, and any other facilities relating to construction activities on the lot. Construction trailers or portable field offices are prohibited unless approved by the AC.

### **8.4.TRASH RECEPTACLES & DEBRIS REMOVAL**

Owners and builders shall clean up 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. 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 lot or in Star Harbour. Heavy debris not suitable for the receptacle shall be removed from site upon completion of work of the trade responsible for debris.

All concrete washouts, from both trucks and mixers, must occur within the AOD of the lot in a location where it will be ultimately concealed by a structure or covered by backfill and concrete chunks will be discarded off site. 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 lots or open space. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed daily, or as practical in inclement weather, from roadways, open spaces and driveways, or other portions of Star Harbour. If timely cleanup is not performed as required, a request for remedy notice will be sent to the Lot Owner. Any cleanup costs incurred by the AC or Star Harbour HOA in enforcing these requirements past the remedy deadline shall be payable by the Owner.

## **8.5.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 AOD, clear of all setbacks and in a discreet location.

## **8.6.VEHICLES & PARKING AREAS**

Construction crews will not park on, or otherwise use, undeveloped portions of lots or open space. All vehicles shall be parked within the AOD. 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 on one side of the roadway; in locations and for time periods solely as approved by the AC. During these limited occurrences, vehicles must be off of the paved surface of the roadway or cul-de-sac to allow continual unconstrained access by normal traffic and emergency vehicles, including fire trucks.

Vehicles may not be parked on nor beside neighboring lots, in nearby driveways or on open space. Under no circumstance will construction personnel leave related vehicles and equipment on the streets overnight. Changing oil or 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 lot Owner and may be required by the AC as a precondition to final construction approval.

## **8.7.CONSERVATION OF NATIVE LANDSCAPE**

Trees, which are to be preserved, must be marked and protected by flagging, fencing, or barriers. The AC 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.

## **8.8.EXCAVATION MATERIALS AND BLASTING**

Blasting is prohibited.

All excess material resulting from excavation materials, must be removed from Star Harbour. Excess material may not be re-located to another lot.

## **8.9.CONSTRUCTION SLOPE & DRAINAGE CONTROL**

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.

- Temporary run-off channels must be built to drain construction zones. Channels must have silt screens or waddle 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.
- 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.
- During the growing season, all building site areas and all embankments constructed as part of cut/fill operations must be seeded and mulched within 30 days of final grading completion. Outside the growing season, all building sites and all embankments constructed as part of cut/fill operations must be mulched within one week of final grading completion and seeded as soon as the season permits.
- When cuts and fills are required, the slopes must be at a maximum of 2 to 1 to allow for natural revegetation. Anything steeper than that will require an approved retaining wall.

## **8.10.NOISE CONTROL**

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

## **8.11.MATERIAL DELIVERIES**

All building materials, equipment and machinery required to construct a residence on any lot at Star Harbour must be delivered to and remain within the AOD of each lot, 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 Star Harbour overnight. Material delivery vehicles may not drive across adjacent lots or tracts to access a construction site. Deliveries must be scheduled to coincide with the construction hours identified in Section 8.16.

## **8.12. PROHIBITED ITEMS & ACTIONS**

- The possession or discharge of any type of firearm by construction personnel on any construction site, lot, tract or right-of-way at Star Harbour is prohibited.
- The consumption of alcohol or use of any controlled substance by construction personnel on any construction site, lot, tract or right-of-way at Star Harbour is prohibited.
- 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.
- No smoking is allowed on-site except in approved smoking areas designated by Lot Owner.
- Members of construction crews or other workers on the property may not bring pets, particularly dogs, onto the property

## **8.13. PRESERVATION OF PROPERTY**

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

## **8.14. PROTECTION OF IMPROVEMENTS & RESTORATION OF PROPERTY**

Each Owner shall be responsible for the protection of all subdivision improvements, roadways, common areas, or improvements of any other lot, 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 AC, and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing. In addition, the Owner and general contractor shall be held financially responsible for site restoration/revegetation and refuse removal necessitated on any and all adjacent properties as a result of trespass or negligence by their employees or sub-contracted agents.

## **8.15. CONSTRUCTION SIGNAGE**

Except as specifically approved otherwise by the AC, temporary construction signs shall be limited to one sign per site not to exceed 24 square feet of total surface area. It must be located within the AOD, facing the street frontage of the lot.



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 strictly prohibited.

### **8.16.DAILY OPERATION**

Construction activities which generate noise audible from the boundaries of any lot, such as hammering, framing, sawing, excavation, concrete work, etc., must be confined to the hours of 7:30 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 5:00 p.m. on Saturday. Construction activities that do not generate noise audible from the boundaries of any lot, such as carpet installation, drywall, interior painting etc., are not restricted and can be performed at any time. All deliveries shall occur within the above-stated hours, Monday through Saturday. Violations of the operating hours may result in the revocation of AC approval.

### **8.17.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 relating to the construction activity, such as construction workers and tradesmen, building officials, security staff, Architectural Review observers, sales personnel and the Owner. Construction personnel may not invite or bring family members or friends, especially children, to the job site.

### **8.18. CONSTRUCTION INSURANCE REQUIREMENTS**

All contractors and sub-contractors must post evidence of General Liability, Worker's Compensation, Business Auto & Builders Risk insurance with their lot Owner, prior to entering the construction premises. The AC will require each lot Owner to provide copies of such existence of insurance as a condition to commencement of excavation and construction.

Insurance shall be evidenced in the form of a valid Certificate of Insurance naming both the lot Owner and Star Harbour Estates Homeowners Association, Inc., ATIMA, 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 \$1,000,000.00 each for general liability and automobile liability and Utah Statutory limits for Worker's Compensation Insurance. General liability coverage shall contain provisions for contractual liability and broad form property damage. The certificate shall provide for 30-day notice to the certificate holders in the event of cancellation or material change in the limits of coverage. Star Harbour, Inc. must also be listed as "additional insured" on General Liability Insurance, including completed operations with a GC2037 endorsement.

## **9. ARCHITECTURAL REVIEW PROCEDURES**

Site sensitive, site-specific design shall be fundamental at Star Harbour. Design drawings should evolve from the careful and thorough analysis of a site's specific setting and features.

Star Harbour has established this review procedure to assist the applicant through the design process in its appropriate sequence. Plans and specifications shall be submitted to the AC in accordance with the following conference and submittal requirements and review procedures.

### **9.1. APPLICATION**

When making an application to build, remodel, renovate, improve or landscape, the Owner/builder must submit a fully completed application form to the AC. Applications are reviewed and responded to within 14 days and the owner/builder will receive an invoice specific to the fees and deposits noted in sections 9.16 and 9.17 of the Guidelines. Once application materials are complete, design review fees and deposits are received, the Predesign Meeting will be scheduled. In most instances, incidental applications will only require an application and subsequent written approval from the AC. Remodels, renovations and landscape review procedures, which vary depending on scope, will be identified at the time of the Pre-Design Meeting.

### **9.2. PRE-DESIGN MEETING**

Prior to the preparation of preliminary plans for any proposed improvement, the Owner and/or his/her architect will meet on-site with the AC to discuss proposed plans and to resolve any questions regarding building requirements at Star Harbour. This informal review is to offer guidance prior to initiating preliminary design and should occur on site whenever possible. Architects, designers, engineers and Owners are not to infer from existing Star Harbour homes that a particular design or feature is acceptable or not acceptable.

### **9.3. PRELIMINARY DESIGN SUBMITTAL**

It is strongly recommended that a Preliminary Design be submitted prior to the Owner's incurring the expense of final drawings. This Preliminary Design submittal must include the documents listed below. Review by the AC will not commence until the submittal is complete. Also, the Preliminary Design submittal does NOT trigger the formal review process; the formal review process is not triggered until submittal of the Final Design (see section 9.5).

- Site plan (scale at 1" = 10' or 1/8" = 1'), showing the entire property, location of the proposed building AOD, the residence and all buildings, driveway, parking area, existing and proposed topography, proposed finished floor elevations, all trees, all clusters of native shrubs, and special terrain features to be preserved.
- Survey (scale at 1" = 10' or 1/8" = 1'), by a registered land surveyor or licensed civil engineer showing lot boundaries and dimensions, topography (2 feet contours or less), major terrain features, all trees, edge of pavement or curb, and utility locations.

- Floor plans (scale 1/4" or 1/8" = 1') showing proposed finished floor elevations.
- All exterior elevations (scale 1/4" or 1/8" = 1') showing both existing and proposed grade lines, plate heights, ridge heights, roof pitch and a preliminary indication of all exterior materials and colors, exterior lighting and address identification numbers.
- Any other drawings, 1/8" model or computer model, materials or samples requested by the AC.

The submittal shall consist of one or more pdf files and, upon request only, one set of prints, which shall be retained by the AC.

#### **9.4.PRELIMINARY ARCHITECTURAL REVIEW MEETING**

Within 30 days of receiving the Preliminary Design, the AC will review the plans and schedule a meeting with the Owner and/or the Owner's architect to discuss the Preliminary Design. This is an informal meeting to provide feedback to the Owner and/or the Owner's architect. As necessary, the AC's architect will document the result of the meeting and provide that documentation to the Owner and/or the Owner's architect within 10 days of the meeting. If there are significant issues with the Preliminary Design, one or more follow-up Preliminary Architectural Review Meetings may be scheduled.

#### **9.5.FINAL DESIGN SUBMITTAL**

A Final Design must be submitted within twelve months of the AC's granting of approval for a Preliminary Design. When the Final Design is complete, its submittal for consideration must include the exhibits listed below. Upon submittal of a complete Final Design package to the AC and the AC's so notifying the Owner and/or Owner's architect, the 45-day review period referenced in section 7.3.4 of the Star Harbour CC&R's will commence.

- Site plan (scale at 1" = 10' or 1" = 8'), showing the entire property, location of the AOD, the residence and all buildings, driveway, parking area, existing and 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.
- Floor plans (scale 1/4" = 1') showing finished floor elevations.
- Roof plan (scale 1/4" = 1') showing all roof pitches.
- Building section (scale 1/4" = 1' or larger), indicating existing and proposed grade lines.
- Building section (scale 1/4" = 1') showing both existing and proposed grade lines, plate heights, roof pitch and an indication of exterior materials and colors.
- Paint color samples, samples of exterior finish materials, and literature depicting and describing all exterior materials must be provided

- Landscape plan (scale 1"=10" or 1/8"= 1'), showing size and type of all proposed plants, irrigation system, all decorative materials or borders, and all retained/existing plants. *\*At times, the AC may grant approval for a conditional Landscape Plan to facilitate acquisition of the Building Permit (see Section 9.6). In these instances, parameters will be set during the Final Design Submittal to ensure a more comprehensive Landscape Plan is provided and implemented within a specified time period after residential construction.*
- On-site staking of all building corners and other improvements, if requested by the AC
- Construction period site plan, as described in Section 8.3, indicating construction access, parking areas off of the street, sanitary facilities, approved access drives and other functional facilities relating to construction activities on any lot.
- The submittal shall consist of one or more pdf files and, upon request only, one set of prints, which shall be retained by the AC.

## **9.6.DEFERRAL OF MATERIAL OR COLOR SELECTION**

Although exterior materials selections, colors, and landscaping plans are a requirement of the Final Design submittal, an applicant may wish to change the approved landscaping plans and final color or stonework selections at 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 AC will cooperate with the applicant in this regard, provided that no landscape work may be started, nor color or material applied, until the 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 AC shall have the effect of voiding the approval in its entirety.

## **9.7.FINAL ARCHITECTURAL REVIEW**

The AC will review the plans and respond in writing no later than 21 days after a submittal is complete. The AC's approval of the final design is valid for 12 months. It is necessary to receive a final approval from the AC before the County will accept the drawings for a building permit application. Upon final approval, the AC and the Owner will sign a copy of the approved plans, which shall remain on file with the AC for a period of 5 years. The Owner will be provided a copy of the approved plans.

## **9.8.RESUBMITTAL OF PLANS**

In the event of any disapproval by the AC of either a Preliminary or Final Submittal, a resubmission of plans shall follow the same procedure as an original submittal. An additional Architectural Review fee shall accompany each such submittal as required by the AC.

Design approvals for each review step remain valid for six months only. Therefore, if an application lacks the fulfillment of a preceding review phase by more than twelve months, that prerequisite step must be repeated, unless waived by the AC.

### **9.9.PRE-CONSTRUCTION CONFERENCE**

Prior to commencing construction, the Owner's builder must meet with the AC to review construction regulations and procedures and coordinate his/her activities in Star Harbour.

### **9.10.COMMENCEMENT OF CONSTRUCTION**

Upon receipt of final approval from the AC, and having satisfied all Wasatch County review processes, the Owner shall satisfy all conditions and commence the excavation and construction, or any work pursuant to the approved plans, within 12 months from the date of such approval. If the Owner fails to begin construction within this time period, any approval given by the AC shall be deemed revoked. A copy of the Building permit must be on site and supplied to the AC prior to excavation and construction commencement.

The Owner shall, in any event, complete the construction of any improvement within 12 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. Landscaping construction must be completed within 12 months of the Structure receiving its Certificate of Occupancy from Wasatch County. Any time extensions must be approved in writing by the AC.

If the Owner fails to comply with this schedule, the AC, 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 lot to a natural condition, with all expenses incurred to be reimbursed by the Owner. Any such expenses not promptly reimbursed by the Owner shall be the basis of a lien by the Declarant or Star Harbour HOA, as appropriate, on such Owner's lot.

### **9.11.INSPECTIONS OF WORK IN PROCESS**

The AC 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 AC of work in progress or compliance with the Design Guidelines.

### **9.12.SUBSEQUENT CHANGES**

Additional construction or other improvements to a residence or the lot, during or after construction of an approved structure, including landscaping and color modification, must be submitted to the AC for approval prior to making such changes or additions.

### **9.13.FINAL RELEASE**

Upon completion of any residence or other improvement, the Owner shall give written notice of completion to the AC. Within 15 days of such notification, a representative of the AC shall inspect the residence or other improvements for compliance. If all improvements comply with the Design Guidelines, the AC shall issue a written approval to the Owner,

constituting a final release of the improvements by the AC, 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 Design Guidelines, the AC 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 AC may take action to remove the noncompliance improvements as provided for in the Design Guidelines, including, without limitation, injunctive relief or the imposition of a fine.

#### **9.14. NON-WAIVER**

The Approval by the AC 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 Design Guidelines shall not constitute a waiver of same.

#### **9.15. RIGHT OF WAIVER**

The AC reserves the right to waive or vary any of the procedures, through a unanimous approval, set forth herein at its discretion, for good cause shown.

#### **9.16. ARCHITECTURAL REVIEW FEES**

Architectural Review Fees are based on the scope and specifications of the submitted project and due at the time of initial application.

New construction, minor and major renovation or remodel fees will vary accordingly. The Architectural Review Fees will be set by the Board of Trustees on an annual basis and consist of both reimbursement of professional fees incurred by the Association in reviewing submitted plans as well as an Administrative fee payable to the Association.

#### **9.17. COMPLIANCE DEPOSIT**

Refundable compliance deposits apply to New Construction and Major Remodels only. The compliance deposit assures the proper clean-up of dirt and debris and repair of any damage to the landscaping, sidewalks or other property caused by the owners or agents in construction occurring on their site. In the event that this deposit is depleted during construction, the property owner must replenish the deposit before construction can continue. The deposited amount shall not limit the liability of the owner to Star Harbour HOA regarding any repair to damage caused by the owner or the rights and remedies of Star Harbour against Owner regarding such repair to any damage caused.

## **9.18.ARCHITECTURAL COMMITTEE COMMUNICATIONS**

Members of the AC may not discuss results of reviews over the telephone with an Owner or his/her Architect or Builder, and no Owner, Architect or Builder shall have the right to attend any private meeting of the AC unless specifically requested by the AC. The AC will make every effort to meet and communicate in a manner conducive to fair, expedient and objective review activities and may adjust communication policies to accommodate the process, Owner and AC members.

The AC will document, in writing, the results of any meetings, discussions, approvals and disapprovals and supply those written communications to the AC committee and the Owner. Any response an Owner may wish to make regarding the results of an Architectural Review must be addressed to the AC in writing. It may be delivered by e-mail to the Chair of the AC at [StarHarbourAC@gmail.com](mailto:StarHarbourAC@gmail.com).

## **10.ARCHITECTURAL COMMITTEE ORGANIZATION**

### **10.1.MEMBERS**

The AC shall consist of three (3) to five (5) members, appointed by the Board. Each member shall hold his office until such time as he has resigned, been removed, or his successor has been appointed. Members of the AC must be members of the Star Harbour HOA.

### **10.2.ADDRESS OF ARCHITECTURAL COMMITTEE**

The address of the AC shall be the address established for giving notice to Star Harbour Homeowners Association, unless otherwise specified by the AC. Such address, or the AC email address, shall be used for the submittal of plans and specifications. The current address of the AC is available on the Star Harbour Estates website. Current Design Guidelines and required documents are also available on the Star Harbour Estates website, by request to the AC email address or provided to Owners at time of lot or home purchase.

### **10.3.RESIGNATION OF MEMBERS**

Any member of the AC may, at any time, resign from the AC upon written notice delivered to the Board.

### **10.4.DUTIES**

It shall be the duty of the AC to consider and act upon such proposals or plans related to the development of Star Harbour that are submitted pursuant to the Design Guidelines, to enforce the Design Guidelines, and to amend the Design Guidelines when, and in a manner deemed appropriate by, the AC, subject to Section 10.7.

### **10.5.MEETINGS**

The AC shall meet, in person, by telephone conference or virtually, as necessary to properly perform its duties. The vote of a majority of the members shall constitute an act by the AC. Members of the AC shall make every effort to be present at AC meetings. For a

period of 5 years, the AC shall keep on file all submittals and copies of all written responses to Owners to serve as record of all actions taken.

## **10.6.COMPENSATION**

All members of the AC serve without compensation, but they 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 AC retained for assistance in the review process shall be paid such compensation as the AC determines.

## **10.7.AMENDMENT OF GUIDELINES**

The AC may, from time to time and at its sole discretion and with the Star Harbour Board's approval, amend or revise any portion of this document. All such amendments or revisions shall be appended to and made a part of the Design Guidelines, Standards & Design Review Process. Administrative changes may be made in like manner by the AC; changes of a substantial nature may be recommended by the AC for consideration by the Board.

## **10.8.NON-LIABILITY**

Neither the AC, nor any member thereof, shall be liable to the Star Harbour HOA, to any Owner or to any other person or entity for any loss or damage claimed on account of any of the following:

- The approval or disapproval of any plans, drawing and specifications, whether or not defective.
- The construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications.
- The development or manner of development of any property within Star Harbour.
- Any defects or problems that arise from any issues with soils or water.

Every Owner or other person, by submission of plans and specifications to the AC for approval, agrees that he will not bring any action or suit against the AC or any of its members regarding any action taken by the AC.

Approval by the AC of any improvement at Star Harbour only refers to the Design 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.

## **10.9.ENFORCEMENT**

The AC may, at any time, inspect a lot or improvement and, upon discovering a violation of the Design Guidelines, provide a written notice of non-compliance to the Owner, including a reasonable time limit within which to correct the violation. The Owner may



respond to the AC about the violation and/or follow the appeal procedure in Section 7.11 of the CC&R's. A notice of violation may also be recorded by the AC after the expirations of the time limit. If an Owner fails to comply within this time period, the AC or its authorized agents may enter the lot and correct the violation at the expense of the Owner of such lot; said expense to be secured by a lien upon such lot enforceable in accordance with Section 5.5 of the CC&R's.

#### **10.10.SEVERABILITY**

If any provision of the Design Guidelines, or any section, clause, sentence, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Design Guidelines, and of the application of any such provision, section, sentence, clause, phrase or work in any other circumstances, shall not be affected thereby, and the remainder of the Design Guidelines shall be construed as if such invalid part were never included therein.

#### **10.11.DELEGATION OF AUTHORITY**

The AC may delegate any or all of its Architectural Review responsibilities to one or more of its members, acting as a subcommittee of the AC, and/or a professional design consultant(s) retained by the AC on behalf of Star Harbour H.O.A, as appropriate. Upon such delegation, the actions of such members or consultant(s) shall be equivalent to action by the AC as a whole.

## APPENDIX A – APPROVED PLANT LIST

### COMMON NAME

### BOTANICAL NAME

#### EVERGREEN TREES

Alpine Fir	<i>Abies lasiocarpa</i>
Rocky Mountain Juniper	<i>Juniperus scopulorum</i>
Colorado Spruce	<i>Picea pungens</i>
Englemann Spruce	<i>Picea englemannii</i>
Lodgepole Pine	<i>Pinus contorta latifolia</i>

#### DECIDUOUS TREES

Rocky Mountain Maple	<i>Acer glabrum</i>
Box Elder	<i>Acer negundo</i>
Amur Maple	<i>Acer ginnala</i>
Bigtooth Maple	<i>Acer grandidentatum</i>
Thinleaf Alder	<i>Ahms tenuifolia</i>
Shadblow Serviceberry	<i>Amelanchier canadensis</i>
Common Hackberry	<i>Celtis occidentalis</i>
Beechleaf Mountain Mahogany	<i>Cercocarpus montanus</i>
Desert Willow	<i>Chilopsis linearis</i>
Crabapple	<i>Malus (Dolgo, Kelsey, Radiant)</i>
Narrowleaf Cottonwood	<i>Populus angustifolia</i>
Aspen	<i>Populus tremuloides</i>
Chokecherry	<i>Prunus virginiana melanocarpa</i>
Gambel Oak	<i>Quercus gambeli</i>
Smooth Sumac	<i>Rhus glabra</i>
Staghorn Sumac	<i>Rlms typhina</i>
Rose Locust	<i>Robinia neomexicana</i>

#### EVERGREEN SHRUBS

Greenleaf Manzanita	<i>Arctostaphylos patula</i>
Emerald Green Manzanita	<i>Arctostaphylos santii</i>
Running Serviceberry	<i>Amelanchier stolonifera</i>
Curleaf Mountain Mahogany	<i>Cercocarpus ledifolius</i>
Silverberry	<i>Eleagnus commutata</i>
Mormon Tea	<i>Ehhedra viridis</i>
Red Yucca	<i>Hesperaloe parviflora</i>
Common Juniper	<i>Juniperus communis</i>
Utah Juniper	<i>Juniperus osteosperma</i>
Rocky Mountain Juniper	<i>Juniperus scopulorum</i>

#### DECIDUOUS SHRUBS

Alder	<i>Alnus incana</i>
Saskatoon Serviceberry	<i>Amelanchier ah1ifolia</i>
Utah Serviceberry	<i>Amelanchier utahensis</i>
False Indigo	<i>Amorpha fruticosa</i>
Big Sagebrush	<i>Artemisia tridentata</i>
Mountain Big Sage	<i>Artemisia tridentata vaseyana</i>
Wyoming Big Sage	<i>Artemisia tridentata wyomingensis</i>

Martin Ceanothus  
Tobacco Brush  
Rubber Rabbitbrush  
Douglas Rabbitbrush  
Red Osier Dogwood  
Dwarf Kelsey Dogwood  
Common Juniper  
Western Hazelnut  
Cliffrose  
Winterfat  
Rock Spirea  
Shrubby Cinquefoil  
Ninebark  
Mugho Pine  
Smooth Sumac  
Ashleaf Spiraea  
Alpine Currant  
Alpine Currant  
Mountain Mahogany  
Woods Rose  
Blue Elderberry  
Elderberry  
Buffaloberry  
Mountain Snowberry/Coralberry

Ceanothus martinii  
Ceanothus velutinus  
Chrysothamnus nauseosus  
Chrysothamnus viscidifloris  
Comus sericea "Baileyi"  
Cornus sericea "Kelsey"  
Juniperus communis  
Corylus comuta californica  
Cowania mixicana stansburiana  
Eurotia lanata  
Holodiscus domosus  
Potentilla fruticosa  
Physocarpus opulifolius  
Pinus mugo  
Rhus Glabra  
Sorbaria sorbifolia  
Ribes alpinum  
Ribes alpinum  
Cercocarpus montanus  
Rosa woodsii  
Sambucus caerulea  
Sambucus californica  
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  
Beebalm, Horsemint  
Blanket Flower  
Burgundy Blanket Flower  
Dwarf Blanket Flower  
Chilean Evens, Prairie Smoke  
Curlycup Gumweed  
Daylilies  
Snakeweed  
Common Sunflower  
Hairy Goldenaster  
Coral Bells  
Hosta

Alcea rosea  
Anthemis marschalliana  
Aquilegia caerulea  
Aquilegia formosa  
Argemone munita  
Callirhoe involucrata  
Cainpanula rotundifolia  
Centaurea dealbata  
Centranthus ruber  
Cichorium intybus  
Clematis ligusticifolia  
Erigeron flagellaris  
Eriogonum umbellatum  
Erodium cicutarium  
Eschscholzia californica  
Fistulosa  
Gaillardia aristata  
Gaillardia grandiflora  
Gaillardia grandiflora  
Geum triflorum  
Grindelia squarrosa  
Hemerocallis sp.  
Gutierrezia serotina  
Helianthus annuus  
Heterotheca villosa  
Heuchera  
Hosta seiboldiana

New Mexico Hops

Humulus lupulus neomexicanus

Yellow Flax	<i>Linum flavum compacta</i>
Blue Flax	<i>Linum lewisii</i>
Blackfoot Daisy	<i>Melampodium leucanthum</i>
Catmint	<i>Nepeta x faassenii</i>
Mexican Evening Primrose	<i>Oenothera berlandieri</i>
Variigated Iris	<i>Pallida</i>
Penstemon	<i>Penstemon barbatus</i>
Firecracker Penstemon	<i>Penstemon eatonii</i>
Pine Leaf Penstemon	<i>Penstemon pinifolius</i>
Rocky Mountain Penstemon	<i>Penstemon strictus</i>
Russian Sage	<i>Perovskia atriplicifolia</i>
Rock Goldenrod	<i>Petradoria pumila</i>
Mexican. Hat	<i>Ratibida columnifera</i>
Lambs Ear	<i>Stachys byzantine</i>
Wooly Mullein	<i>Verbascum bombyciferum</i>
Common Mullein	<i>Verbascum thapsus</i>

#### GROUND COVERS

Kinnikinnick	<i>Arctostaphylos uve-</i>
Snow in Summer	<i>Cerastium tomentosa</i>
Creeping Mahonia	<i>Mahonia repens</i>
Dwarf Mountain Lover	<i>Pachistima canbyi</i>
Mountain Lover	<i>Pachistima myrsinities</i>
Cinquefoil	<i>Potentilla cinereal</i>
Woolly Thyme	<i>Thymus lanuginosus</i>
Periwinkle	<i>Vinca major or minor</i>
Creeping Oregon Grape	<i>ursi Mahonia repens</i>

#### GRASSES & ORNAMENTAL GRASSES

Western Wheatgrass	<i>Agropyron smithii</i>
"Arriba" Western Wheatgrass	<i>Agropyron smithii rosanna</i>
Mountain Brome	<i>Bromus marginatus</i>
Mountain Brome	<i>Bromus Carinatus</i>
Northern Sea Oats	<i>Chasmanthium latifolium</i>
Overdam Feather Reed Grass	<i>Calamagrostis acutiflora</i>
Karl Foerster Feather Reed Grass	<i>Calamagrostis acutiflora</i>
Idaho Fescue	<i>Festuca idahoensis</i>
Sheep Fescue	<i>Festuca ovina</i>
Blue Fescue	<i>Festuca ovina glauca</i>
Creeping Red Fescue	<i>Festuca rubra</i>
Blue Oat Avena Grass	<i>Helictotrichon sempervirens</i>
Perennial Ryegrass	<i>Lolium perenne</i>
Red Sunset Switch Grass	<i>Panicum virgatum</i>
Mutton Bluegrass	<i>Poa fendleriana</i>
Kentucky Bluegrass	<i>Poa prantensis</i>

Other plant varieties as requested for approval.