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LOUISE C JONES, Recorder
Filed By LCJ
For PHILLIP U GLAZE
SAN JUAN COUNTY CORPORATION

130.00

DECLARATION OF RESTRICTIONS OF
WILSON ARCH RESORT COMMUNITY

THIS DECLARATION is made this 8th day of December,
1999, by Wilson Arch Properties L.L.C., a Utah limited liability
company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of record of that
certain real property (hereinafter referred to as the "Property")
in the County of San Juan, State of Utah, more particularly
described in Exhibit "A" attached hereto and incorporated herein
by this reference and known as Wilson Arch Resort Community;

WHEREAS, Declarant desires to establish a general plan
of architecture and design (hereinafter called "General Plan")
for the improvement and development of the Property; and

WHEREAS, in accordance with said general plan,
Declarant desires to subject the Property to the following
covenants, conditions, restrictions and reservations (hereinafter
referred to as the "conditions"), upon and subject to which all
or any portion of the Property shall be held, improved and
conveyed;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Declarant hereby certifies and declares that it
has established and does hereby establish a general plan of
architecture and design for the protection, maintenance,
development and improvement of the Property and that in

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*Warranty deed
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DECLARATION OF RESTRICTIONS
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accordance with the General Plan the Property is and shall be held and conveyed upon and subject to the conditions hereinafter set forth, each and all of which are for the benefit of, and shall run with and be binding upon, the Property and each and any part or portion thereof, and each and all of which: (a) shall apply to and bind not only the Declarant while the owner of any part or portion of the Property, but shall also apply to and bind each, every and any future owner of each, every and any portion or portions of the Property; (b) shall inure to the benefit of not only the Declarant, but shall also inure to the benefit of each, every and any future owner of each, every and any portion or portions of the Property; and (c) may be enforced not only by the Declarant, its successors and assigns, but also may be enforced by each, every and any future owner of each, every and any portion or portions of the Property. Additional restrictions may apply to commercial sites.

Said general plan and said conditions now made applicable to the Property are as follows:

ARTICLE 1

DEFINITIONS

Wherever used in this Declaration, the following terms shall have the following meanings:

(a) "Property" or "Wilson Arch" means the real property described in Exhibit "A" attached hereto and

incorporated herein by this reference and known as Wilson Arch Resort Community.

(b) "Declarant" shall mean a Utah limited liability company, or its successor.

(c) "Plat" means the plat of the Wilson Arch Resort Community according to the official records thereof filed in the San Juan County, Utah Recorder's Office.

(d) "Building," "garage," "patio," "outbuilding," "fence" or "structure" shall include both the main portion of said structures and all projections therefrom.

(e) "Lot" shall mean a parcel of real property, shown on the Plat, and includes, but not limited to, Lots 1-61 which are residential lots; Lots C-1 through C-5 which are commercial lots; Lots S-1 and S-2; Resort Area; Equestrian Area; Motel and Timeshare; Community Center; Multi-Family Housing; Tract A; Motel and Restaurant; Casitas; Dude Ranch and Spa; all as designated on the Plat, including improvements constructed thereon.

(f) "Open Space" shall mean those portions of the Property not included in Lots, and as shown on the Plat, but set aside for the use and benefit of all of the owners of each of the Lots and shall be owned and governed by the Association. The Open Space is to remain in an undisturbed natural state. Alteration or maintenance of the Open Space shall be solely at the joint discretion of the Architectural Committee (hereinafter

defined) and the Association with emphasis on the intent and spirit of the Wilson Arch Philosophy and Design Guidelines.

(g) "Owner" means the owner of any Lot or parcel of the Property.

(h) The "Building Envelope". Within each Lot is an area to be considered the "Building Envelope" in which all structures, including but not limited to roof overhangs, patios or decks, walls or fences and swimming pools shall be contained. The Building Envelope area is determined by applying the setback from the Lot boundaries and the building height limit, both as set forth hereinafter.

(i) The "Transitional Area" is that portion of the Lot remaining undeveloped as identified on the plans as approved by the Architectural Committee. This includes the setback areas in which construction activity may have occurred. All care shall be taken during construction to preserve the native vegetation. Upon completion of construction, the Transitional Area shall be restored to as natural a state as possible and shall be maintained in that condition by the Owner. Any additional alterations to the Transitional Area of a Lot shall be approved by the Architectural Committee in advance.

(j) The "Improvement Area" is that portion of the Lot in which all construction and construction activity shall be contained. This area is determined by the footprint of the total

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approved improvements and including only necessary working corridors around its perimeter. The proposed Improvement Area will be included in the Review and Approval Process and shall be fenced during construction.

ARTICLE 2

GENERAL RESTRICTIONS

2.1 Homeowners' Association

The promotion of the health, safety and welfare of the residents and users of Wilson Arch shall be managed by a property owners' association, organized or to be organized by Declarant as a non-profit corporation under the laws of the State of Utah ("Association"). Declarant contemplates the Association will be organized under the name of the Wilson Arch Resort Community Association. However, Declarant reserves the right to use any other name permitted by laws of the State of Utah.

Each and every owner of each and every Lot, by accepting a deed, entering into an agreement for sale or displaying any other evidence of ownership interest in said Lot, and all improvements, now or hereafter constructed thereon, thereby agrees to abide by any covenants, conditions and restrictions and design guidelines of the Association and shall become a member of the Association while such ownership interest is held.

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The Association shall be operated and governed by the Declarant until such time as sixty percent (60%) of the Lots have been sold in Wilson Arch, at which time the Declarant shall call for an election of officers.

The Association shall be operated and governed in accordance with its Articles of Incorporation and such Bylaws, Rules and Regulations as the Association shall from time to time adopt or amend.

2.2 Architectural Review Committee

The membership of the Architectural Review Committee, (the "Architectural Committee") shall initially consist of Phil Glaze, or such other parties as Declarant shall from time to time designate. At such time as sixty percent (60%) of the Lots are sold, or forty percent (40%) of the Lots are built upon, whichever is the longer time period, the Architectural Committee shall consist of three (3) representatives elected by members of the Association. However, in all cases, disregarding conflict with other provisions herein, the Declarant shall reserve the right of final refusal of plans or specifications which it deems unsuitable or undesirable until such time as one-hundred percent (100%) of the Lots are sold. The Declarant shall be notified of each schematic submittal and review at which time said right of refusal shall be exercised.

In the event of death, incapacity or resignation of a representative of the Architectural Committee, the Board of Directors of the Association shall name a successor. The Architectural Committee shall make all determinations in its sole discretion, and shall otherwise be subject to the Articles of Incorporation and Bylaws from time to time adopted by the Association.

Any alterations to, or proposed construction upon, each and every Lot, or any future alterations or additions to existing improvements, must have the advance approval of the Architectural Committee. Any changes to originally approved plans must be reviewed and approved by the Architectural Committee before such changes are made. It is the responsibility of the Lot owner to verify that the approved plans, colors and materials are adhered to.

The Architectural Committee may refuse to approve plans or specifications which they, as a body, deem not suitable or desirable. The Architectural Committee shall decide on the suitability of any building or pertinent improvement based on the Wilson Arch design guidelines and the spirit in which they were intended.

Variations or modifications of specific items in the design guidelines may be considered by special review of the Architectural Committee when it can be demonstrated that they

have special merit and adhere to the intent of the design guidelines and the Wilson Arch philosophy.

2.3 Building Sites

Each Lot within Wilson Arch, numbered 1-61, are designated to be separately owned private residential properties. Each Lot contains a "Building Envelope" in which all construction and construction activities shall be restricted, with exception of private drives and accessways over Open Space as approved by the Architectural Committee.

2.4 Open Space

The Open Space is designated open space pursuant to the recorded Plat and will be owned, protected, maintained and governed by the Association according to the bylaws of the Association and this Declaration.

2.5 Violations of Statutes, Ordinances and Regulations

No Lot or Open Space, or parcel of Lot or Open Space, shall be maintained or utilized in such a manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Utah, the County of San Juan, or any other governmental agency having jurisdiction over the Lots or the use or occupation thereof.

2.6 Residents

No Lot or portion of the Property or dwelling unit or structure upon any lot shall be inhabited by a number of persons

or animals in excess of reasonable accommodation. There shall be no partial renting of the premises, nor shall it be leased for a period of less than six (6) months in its entirety. All resident dwellings shall be maintained in accordance with the intended and zoned use, single-family residency.

The use of open space, residential or guest units, is strictly prohibited.

2.7 Resubdivision

No Lot or portion of the Property shall be further subdivided and no portion less than all of any Lot or other parcel of the Property shall be conveyed by the owner thereof.

2.8 Antennas

No towers, television discs, exterior radio, television, ham or C.B. antennas of any type shall be placed, allowed or maintained upon any Lot or other portion of the Property, or building or improvement located thereon, unless otherwise approved in writing by the Architectural Committee.

2.9 Signs

No exterior signs or advertisements of any kind shall be placed, allowed or maintained on any Lot or other parcel of the Property, with exception of: 1) address and name identification; 2) construction sites - only one sign for contractor, not to exceed the course of construction period, as required by the County. Specifically, no "Realtor" or "For Sale"

signs will be allowed. All such proposed signs shall be submitted to the Architectural Committee for approval prior to their installation or placement. All signage shall be in conformity and approved by the Association.

2.10 Noise

No loud sound sources such as, by way of example; radio, stereo, broadcast or loudspeaker units, loud automobile muffler systems, barking dogs, shall be allowed upon any Lot or other portion of the Property in such a manner that the sound therefrom is audible so as to disturb occupants of immediate surrounding areas.

2.11 Hiking Trails

Open space as specified by the official plat of Wilson Arch has been set aside for hiking and other naturalist activities by members, or member escorted guests, of the Association and, the general public as specifically governed and restricted by the Association.

Respect for the privacy, peace and general quality of life of the residents bordering the established trails shall be maintained. The natural solitude and quiet must be maintained and, therefore, loud noises shall not be allowed. Generally, hiking routes shall be limited to the corridors illustrated on the Plat.

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Establishment and construction of trails, maintenance thereof, route cancellations or changes must be initiated and approved by the Association based upon preservation of the natural environment and quality of life for the residents of Wilson Arch.

2.12 On-Street Parking

On-street parking is restricted to deliveries or short-time guests and invitees other than the capacity of on-Lot guest parking. Owners will discourage guest parking in the public and private roadways.

2.13 Motor Vehicles

Motor vehicles owned or in the custody of any owner or resident of any lot or parcel of the Property may be parked only in the Garage located on or appurtenant to such Lot. Garage doors shall be closed when not in use.

No recreational vehicles, horse trailers, boats, vans, trucks or buses or vehicles having a carrying capacity in excess of three-quarter (3/4) ton or otherwise designated for commercial purposes owned, operated or in the custody of an owner of any Lot a parcel of the Property shall be placed, allowed or maintained on any Lot or portion of the Property.

2.14 Garages

The interior of each garage or parking space located upon a Lot shall be maintained in a neat and clean condition. No

garage or parking space upon the Property shall be used for automobile overhaul, repair or maintenance work, storage of property other than motor vehicles or small boats. Any vehicle or recreational equipment must be housed. No power equipment, hobby shop, carpenter shop or similar operation shall be maintained or operated in any garage or parking space.

2.15 Storage

No exterior storage of materials of any kind shall be permitted unless such exterior storage is in areas screened or concealed from view from neighboring Lots, parcels and streets. Such screening material and placement shall be approved by the Architectural Committee prior to its construction. This provision shall apply, by way of illustration and not by way of limitation, to wood piles and gardening tools.

2.16 Garbage

No garbage or trash shall be placed on any portion of the Property, except in sanitary containers which are screened from the view of any neighboring Lot, parcel or adjacent street. All rubbish, trash and garbage shall be regularly removed from each Lot or parcel and shall not be allowed to accumulate thereon.

2.17 Burning and Incinerators

No open fires, burning incinerators or like equipment shall be placed, allowed or maintained on any location within the

Property.

2.18 Machinery, Fixtures and Equipment

No machinery, fixtures or equipment of any type shall be placed, allowed or maintained upon the Property which may be visible from the street, neighboring Lots or parcels including by way of illustration, but not by limitation, heating, air conditioning or refrigeration equipment.

2.19 Maintenance of the Property

Each owner of any portion of the Property shall maintain their respective Lots in such condition as to comply with the other Lots and Open Space, in a manner to protect the natural and immediate environment.

2.20 Misuse and Mismaintenance

No portion of the Property shall be maintained or utilized in such a manner as to present an unsightly appearance or to reasonably offend the morals of or to constitute a nuisance or unreasonable annoyance to, or to endanger the health of, other residents. The foregoing shall apply, by way of illustration and not by way of limitation, to preclude clothes drying within public view and to restrict exterior coloring of buildings or improvements located on each Lot. No noxious or otherwise offensive condition or activity shall be allowed to exist or be conducted on a Lot.

2.21 Prosecution of Maintenance and Repairs

All construction, maintenance and repair work upon any Lot shall be expedited diligently from commencement until completion and all such construction, maintenance and repair shall be of workmanship and materials equal to or better than those originally employed in the original development upon such Lot.

2.22 Animals

No animals, reptiles, fish or birds of any kind shall be raised or bred on any portion of the Property. Domesticated dogs, cats, kept on a Lot as household pets, provided such pets are not kept, bred or maintained for commercial purposes and do not disturb the peace, quiet, visual quality and safety of the residents of Wilson Arch.

2.23 Diseases and Insects

No Owner shall permit any condition to exist upon any portion of the Property which shall induce, breed or harbor plant disease or noxious insects.

2.24 Oil and Mineral Activity

No oil exploration, drilling, development or refining and no quarrying or mining operations of any kind, including oil wells, surface tanks, tunnels or mineral excavations or shafts shall be permitted upon or under any portion of the Property. No derrick or other structure designed for use in boring for oil,

natural gas or water shall be erected, maintained or permitted on any portion of the Property.

2.25 Exception for Purposes of Development, Construction and Sale

Declarant shall have the right, during the period of development, construction and sale of the Lots and/or improvements located thereon, to be exempt from the provisions of this Declaration to the extent necessary for Declarant to construct, develop and sell the Lots and such improvements.

2.26 Establishment and Maintenance of Legal Fund

To ensure the Associations' ability to enforce this Declaration, the Declarant will establish, and contribute \$10,000 to, a legal fund account. Said account to be named the "Wilson Arch Legal Fund" (hereinafter referred to as the "Legal Fund") specifically for legal matters pertaining to the protection of the Property, the property values and quality of life of its Owners and residents, and this Declaration. A specified portion of the annual assessment shall be deposited to the Legal Fund, in addition to the Declarants' contribution, until a minimum balance of \$50,000 is attained. In addition, each Design Review Fee, or a portion thereof, shall be contributed to the Legal Fund. (Refer to Article 3, Design Guidelines, Review and Approval Process).

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2.27 Assessments

2.27.a. The Owner(s) of each Lot shall pay to the Association a uniform annual assessment of five-hundred dollars (\$500) for satisfaction of those obligations associated with the administration of the provisions of this Declaration by the Association, the management of the Property by the Association in accordance with this Declaration and the Bylaws of the Association, the management of the Legal Fund, and any special assessments approved by owners of sixty percent (60%) of the Lots within the Property, collectively, if any. Annual assessments shall commence on the first day of the first month following conveyance of each deed. The Association may assess all Lots at the same time of year (i.e., January 1). Where Lots are purchased during the assessment year, such assessment shall be pro-rated as of the date of the deed. All assessments shall become a lien on the Lot assessed, upon the Association causing to be recorded in the Office of the County Recorder, San Juan County, Utah, an Affidavit of Non-Payment, Notice of Lien, or similar document, and posting a copy of same upon said Lot. Such lien may be foreclosed in the manner provided by laws of the State of Utah for the foreclosure of a materialman's lien, the foreclosure of a realty mortgage, or foreclosure or enforcement (by collection in an action at law, or otherwise) in such other manner as shall be permitted by applicable law. Any such lien

shall be subordinate to any bonafide mortgage, deed of trust or other encumbrance made for value and recorded in the Office of the County Recorder, San Juan County, Utah, prior to the recording of an Affidavit of Non-Payment, Notice of Lien or similar document providing record notice of such lien.

2.27.b. In addition to the provisions of paragraph 2.27.a., Lot S-1 is set aside as the parcel to hold the septic system for Lots C-1, C-2, C-3 and Multi-Family Housing. In addition to the assessments the Association may levy under paragraph 2.27.a. above, the Association may make special assessments against Lots C-1, C-2, C-3 and Multi-Family Housing and any other Lot using the septic system on Lots S-1, in order to properly construct, repair, maintain and renovate the septic system on Lot S-1.

2.27.c. In addition to the provisions of paragraph 2.27.a., Lot S-1 is set aside as the parcel to hold the septic system for Lots 35, 36, 40, 41, 42 and 43. In addition to the assessments the Association may levy under paragraph 2.27.a. above, the Association may make special assessments against Lots 35, 36, 40, 41, 42 and 43, and any other Lot using the septic system on Lots S-1, in order to properly construct, repair, maintain and renovate the septic system on Lot S-1.

2.28 Environmental Sensibility

Prospective Owners, architects and builders are encouraged whenever and wherever possible, to seek to use

environmentally sensitive building materials, products and appliances in the construction, repair or remodeling of all structures. The Association recognizes the need to protect and preserve our ecosystems and natural resources and expressly supports all efforts in that regard.

Further, such practices as the careful positioning of structures in order to minimize the weather's impact on the structure, the sensitive alignment of homes so as to utilize solar energy in an optimal manner, is encouraged and will be monitored by the Architectural Committee.

It is the intent of this Declaration that Wilson Arch be a model community, designed and built in harmony with the natural surroundings, striving in all ways to minimize impact on the natural environment.

ARTICLE 3

ADMINISTRATIVE

3.1 Enforcement

If any person violates or attempts to violate any provision of this Declaration, Declarant and/or the Association shall initiate and prosecute a proceeding at law and/or in equity against the person or persons violating or attempting to violate such provision in order to prevent such persons from continuing such violation or to attempt such violation, and/or to recover damages resulting from such violation or attempted violation.

Any person determined by a court of competent jurisdiction to have violated or to have attempted to violate any provision of this Declaration shall pay reasonable attorney's fees and costs incurred by the persons or entities enforcing this Declaration.

Except as otherwise set forth herein, any violation or attempted violation of any provision of this Declaration shall not affect the lien or encumbrance upon a Lot or other parcel of the Property and/or improvements located thereon, created by a mortgage, deed of trust, or similar instrument which is or may hereafter be placed of record in San Juan County, Utah.

3.2 Term

The provisions of this Declaration shall run with the land and shall be binding on Owners of all or any portion of the Property, their heirs, lessees, personal representatives, successors in interest and assigns, for a period of thirty (30) years from the date this Declaration is recorded. After such thirty (30) year period, the provisions of this Declaration shall remain in full force and effect for additional, successive five (5) year periods unless amended or revoked by recordation in the San Juan County Recorder's Office of an instrument signed by the Owners of the sixty percent (60%) of the Lots within the Property.

3.3 Amendment

This Declaration may be amended at any time by an amendment signed by the then Owners of seventy-five percent (75%) of all Lots within the Property and recorded in the San Juan County Recorder's Office, Utah.

3.4 Severability

A determination by a court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions thereof.

3.5 Change of Circumstances

Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions hereof.

3.6 Reference to the Restrictions in Deeds

Deeds or leases to any Lots or other parcel within the Property may set forth or make reference to this Declaration; provided, however, that all provisions of this Declaration, as amended, shall be binding upon the grantee-owner, each Owner of a Lot, and their heirs, executors, administrators, successors, lessees and assigns regardless of whether any reference to this Declaration is made in any such deed or lease.

now or to be included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees, lessees and assigns, binds himself, his heirs, personal representatives, successors, transferees, lessees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed pursuant to this Declaration and any amendments hereto.

In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of Wilson Arch covered hereby and thereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the Property and be binding on all subsequent and future owners, grantees, purchasers, lessees, assignees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners of all or any portion of the Property.

3.11 Rules Against Perpetuities

If any provision hereof shall violate the rule against perpetuities, such provision shall not be deemed invalid, but rather shall be deemed to provide for the maximum period allowed

by law and shall otherwise be applied in a manner consistent with applicable law.

3.12 Conflicts

In the case of any conflict between the Articles of Incorporation or Bylaws of the Association and the Declaration, the Declaration shall control.

ARTICLE 4

DESIGN GUIDELINES

4.1 Promulgation

The "Design Guidelines" are hereby promulgated pursuant to this Article 3 of this Declaration for Wilson Arch, as recorded in the official records of San Juan County and as thereafter amended from time to time.

4.2 Binding

The Design Guidelines are binding upon all Owners who at any time construct, reconstruct, refinish, alter or maintain any improvement now or to be upon each and every Lot or parcel within the Property, or make any change in the natural or existing surface, drainage or plant life thereof.

4.3 Enforcement

The Design Guidelines are administered and enforced by the Architectural Committee in accordance with the Declaration and the procedures herein and therein set forth. The Declarant has established a Legal Fund for possible legal enforcement.

4.4 Amendments

The Design Guidelines may be amended from time to time by an amendment signed by the then Owners of sixty (60%) of all Lots within the Property and recorded in the San Juan County Recorder's Office, Monticello, Utah. It is the responsibility of each Owner or user of this Declaration to obtain and review a copy of the most recently revised Design Guidelines.

4.5 The Document

The Design Guidelines have been written as an integral part of this Declaration for the required use of the Association, the Architectural Committee, the Owner, the Owner's architect and contractors, as well as general review and reference as needed.

4.6 Design Philosophy

To insure compatibility with its unique environment, Wilson Arch has been designed to be sensitive to the land through the utilization of the Building Envelope concept. This concept defines the limits of all residential construction and other site improvements in order to minimize the intrusion into, or disturbance of, the topography, vegetation and wildlife of Wilson Arch and its surrounding.

Wilson Arch consists of, among other sites, 61 residential lots. They are nestled in one of the most pristine areas of Southeast Utah. Care has been taken in the selection of each residential lot location and the placement of roadways to

preserve the natural features of the land as best possible. Accordingly, this process of site sensitive design has dictated that sixty percent of the Property be dedicated to open space creating buffers blending into the Property and BLM surroundings. Fully developed, it is estimated that 80% of the Property will remain in its natural state.

The Wilson Arch design philosophy is further enhanced by the Design Guidelines. They have been written to ensure Site Oriented Design, a philosophy fostering the considerations essential to obtain unique structures that are compatible with their Lots and the overall environment of Wilson Arch. This requires that homes, yards and drives be specifically designed to fit the Lots rather than reconfiguring the Lot to accommodate a preconceived plan.

The focus of these Design Guidelines is to preserve the character of each Lot by way of development which is appropriate to its setting. The design of each residence will require its own sensitive approach to take advantage of the special opportunities unique to each Lot. To assist all applicants, the Design Guidelines are both instructive and explicit. They discipline the procedures as well as encourage the most appropriate and specific treatment of each Lot.

The Guidelines follow a natural progression starting with Definitions and continuing with comments relating to

specific site development. Grading and drainage, roads and driveways, address identification and lighting are some of the elements addressed in the Site Development section. The Architectural Character section includes plan shapes and sizes, architectural massing, elevations, roof shapes, site walls, patios, exterior materials and colors. The Design Guidelines continue with provisions for Landscaping, the overall steps in the Review and Approval Process, and finally the Construction Phase.

4.7 Site Development Guidelines

4.7.a. Public Lands Preservation

Wilson Arch is a unique community, in that it is surrounded by BLM. While it is a privilege to enjoy such an environment, it is also a responsibility to preserve the Property's natural state. Accordingly, Wilson Arch was designed to be absolutely compatible with its surroundings, in part, by preserving open space between private Lots and public lands.

However, as the standards of care are established within this document for the community, it is also necessary to be aware of, and to care for, the BLM lands around us. Therefore, be aware that the placement of structures or other unnatural objects, alterations of any kind, such as trimming or removal of vegetation, creating trails or other disturbances of the ground, is expressly prohibited by the Association and the

specific site development. Grading and drainage, roads and driveways, address identification and lighting are some of the elements addressed in the Site Development section. The Architectural Character section includes plan shapes and sizes, architectural massing, elevations, roof shapes, site walls, patios, exterior materials and colors. The Design Guidelines continue with provisions for Landscaping, the overall steps in the Review and Approval Process, and finally the Construction Phase.

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However, as the standards of care are established within this document for the community, it is also necessary to be aware of, and to care for, the BLM lands around us. Therefore, be aware that the placement of structures or other unnatural objects, alterations of any kind, such as trimming or removal of vegetation, creating trails or other disturbances of the ground, is expressly prohibited by the Association and the

BLM.

4.7.b. Setbacks?

4.7.c. View Corridors

Wilson Arch has been planned so that each Lot has at least one undisturbed view corridor. Lots viewed from surrounding areas have been placed to minimize view impact on surrounding areas. Care shall be taken during the design phase to minimize the impact to Lots and the surrounding area view corridors. Consideration of shape and textures as they relate to the possible disruption of skyline or red rock views shall be of utmost importance for review of submitted plans. The Architectural Committee may request the display of "story poles" to determine possible impacts to developed and undeveloped Lots.

4.7.d. Washes and Drainageways

Wilson Arch washes and drainage areas shall be handled by the guidelines of Architectural Committee or an engineered plan.

In all cases, crossings shall be constructed with a culvert sized to allow periodic clean-out with solid retaining walls on both up and down stream sides. Retaining walls shall be veneered with native stone indigenous to the Wilson Arch environment. Preliminary designs for crossings shall be included with the Preliminary Design Review submission.

4.7.e. Grading and Drainage

Grading and excavation on any Lot or other parcel of the Property shall occur only with the written approval of the Architectural Committee. All buildings, structures and improvements shall be designed and constructed in a manner that is integral with the natural terrain of the Lot or other parcel of the Property as determined by the sole discretion of the Architectural Committee.

The intent of this restriction is to make certain that the natural, original grade is maintained as the finish grade against all perimeters of the proposed improvements on the Lot. Therefore, all excavation and fill work is expressly restricted to the "footprint" area of the building and patio or drive areas plus a minimum clearance, approved by the Architectural Committee, to construct retaining walls against grade cuts. The required foundation plan, building elevations and sections must show the full extent of any intended cut and fill areas. No exposed grade cuts or fills will be allowed. Finished grade cuts or fills shall be contained by a retaining wall or other method approved by the Architectural Committee.

Surface drainage shall be allowed to continue over the Lot or other parcel of the Property by existing natural drainage patterns wherever possible. Altered surface drainage and drainage from roof, drive or patio areas must be controlled in a

manner to insure that conditions which lead to erosion are eliminated.

Altered surface drainage, roof, drive and patio drainage shall be controlled by drain intake and pipe systems hidden from view, built into the structure or buried under finish grade surfaces. No standard gutter and downspout systems shall be approved.

All controlled drainage must be delivered to established, approved drainageways or to the street drainage system. One of a variety of routes and methods are available to individual Lots. In certain cases, driveways may be used to control drainage to the street system. Others will require the installation of hand placed, buried pipe or other methods, approved by the Architectural Committee across the Open Area to the street system or approved drainageway. In more difficult cases, the developer has provided buried drain pipe to the Lot to insure proper installation.

The Wilson Arch Drainage Plan illustrates the method and routing for controlled drainage from each Lot and other parcel of the Property and shall be adhered to. Modifications must be approved by the Architectural Committee.

In all cases, an individual Site Drainage Plan shall be included with the Preliminary Design Review submittal to the Architectural Committee for approval. In addition, the Site

Drainage Plan must be in compliance with the San Juan County Drainage Regulations.

4.7.f. Site Walls

All site walls shall be integral with the site and site structures in both form and consistent material. In general, walls shall be restricted to retaining planters, patio or drive areas and may include solid railings above the retained level. In cases where retaining wall exceed six feet in height, added terracing, texturing or vegetation shall be used for screening and minimizing impact. No site wall shall be erected without the prior approval of the Architectural Committee.

The intent of this and other restrictions is to make certain that all Transitional Areas and undeveloped portions of other Lots or parcels blend to the Open Areas reducing the overall impact of development to preserve as much of the natural environment as possible. Therefore, site walls may coincide in places with the boundaries of the Lot, Tract or other parcel, but must never delineate, or imply delineation, of the entire boundary.

4.7.g. Entrance Driveways

Only one driveway entry per Lot or other parcel of the Property is allowed. This restriction also applies to joint use and ownership of adjoining Lots or other parcels in the Property. Driveways shall be a maximum of 16 feet wide. All driveways and

turn around areas 40 feet out from garage must be concrete or concrete pavers. Compacted or stabilized decomposed granite materials or asphaltic concrete will be considered for driveways over 40 feet where the process can be demonstrated to be workable for the use intended. Combinations of materials and patterns may also be considered. All colors shall be submitted for review and approval.

4.7.h. On-Site Parking

Each residence shall include an enclosed garage for at least two automobiles. The garage can either be attached to or detached from the main structure. All detached garages must be visually integrated with the main residence. Garage doors shall remain closed when not in use. A minimum of two additional paved or dust-proofed parking spaces, that may be incorporated into a drive turn-around area, should be provided to accommodate guest parking. Adjacent Open Area may be used if, in the opinion of the Architectural Committee, the view corridors of other Lots or parcels are not impeded.

No on-street parking is permitted in Wilson Arch, with the exception of occasional private gatherings. Views of guest parking areas from adjacent Lots, other parcels of the Property and streets or public spaces must be mitigated and diffused by way of screen walls and/or landscaping. Screen walls shall be no higher than 60 inches as viewed from the public side.