



Architectural Guidelines

Adopted: April 3, 2024

"The elected Board of Trustees of Deer Mountain and the appointed Architectural Committee have the authority and reserve the right to interpret and enforce these Architectural Guidelines to the best of their judgment and in the best interests of the Deer Mountain HOA Community."

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INTRODUCTION

Our community is one of extraordinary natural beauty and serenity. If you are considering a new build or architectural or landscaping improvements to an existing home, we look forward to working with you. The Architectural Committee works closely with the Board of Trustees (the “Board”) to preserve and enhance the beauty and value of our community and to welcome owners, builders, and realtors to promote a positive and cooperative building experience pursuant to the Architectural Guidelines you see below (the “Guidelines”) and the Deer Mountain Master Declaration of Covenants, Conditions and Restrictions posted on the Deer Mountain website www.deermountain.net (“CC&Rs”).

In accordance with the Guidelines, the Articles of Incorporation, and the By-Laws of the Homes at Deer Mountain Homeowners Association (“HOA”), the Architectural Committee (“AC”) is responsible for approving all plans, specifications, site plans and improvements before the commencement of any construction within the HOA. The Guidelines and CC&Rs regulate the AC’s actions regarding construction and exterior improvements in the Deer Mountain Subdivision (“Deer Mountain” or “Subdivision”). The Guidelines govern the design and construction of all homes, as well as the design and construction of all exterior improvements, in Subdivision plats 1, 2, 3 and 4. The Board will enforce the Guidelines and CC&Rs to the maximum extent necessary to advance the interests of the HOA in accordance with and as permitted by Utah law, including the Utah Community Association Act (“Utah Act”). The Board, in conjunction with the AC, may amend the Guidelines as needed from time to time. Before submitting plans subject to these Guidelines for approval, owners of property within the Subdivision (each, an “Owner”) are encouraged to go to the Deer Mountain website (www.deermountain.net) for the most recent version of the Guidelines.

Every effort has been made through these Guidelines to protect and enhance the architectural integrity and value of our community and the natural beauty of our surroundings. These Guidelines call for the extensive use of natural wood, natural stone, and rustic and natural earth tones as some of the primary design elements.

The Guidelines serve to support our design philosophy to ensure all projects, including new builds, exterior improvements, reconstructions and landscaping, are

designed in harmony with our community and our natural environment. We evaluate every proposed Improvement, as defined below, relative to these Guidelines and the AC is responsible for reviewing and monitoring all projects throughout the construction process. These Guidelines were developed to provide clear direction to owners, architects, and builders as they work to bring their visions to reality.

If there is ever an inconsistency or conflict between these Guidelines and the Utah Act or other applicable Utah law, then the Utah Act and applicable Utah law shall control and prevail over these Guidelines to the extent of the inconsistency or conflict.

A. DEFINITIONS

1. “AC” is defined in the Introduction above.
2. “Board” is defined in the Introduction above.
3. “Building Footprint” defines the ground area within the perimeter of the building foundation. It includes all garages, indoor pools and covered decks attached to the house.
4. “CC&Rs” is defined in the Introduction above.
5. “Common Areas” shall mean and refer to those parts of the Subdivision that are not included within the Lots. The Subdivision plat maps identify Common Areas.
6. “Deer Mountain” is defined in the Introduction above.
7. “HOA” is defined in the Introduction above.
8. “Improvements” shall mean any structure or appurtenance thereto of every type and kind, including but not limited to walkways,, garages, room additions, patio covers, hot tubs, spas, recreational facilities, roads, driveways, parking areas, fences, walls, screening walls, retaining walls, stairs, decks, patios, porches, balconies, chimneys, antennas, windbreaks, flagpoles, signs, exterior air conditioning equipment, and landscaping requiring excavation or other special equipment (excluding tree removal with a wood chipper), whether

temporary or permanent, excepting personal property or equipment within a structure.

9. "LOD" means means, for certain Lots in Plats 3 and 4, the designated limit of development for such Lots, as shown on the applicable Wasatch County plat, beyond which no development or encroachment of any type may occur.
10. "Lot" shall mean and refer to any of the separately numbered and individually described parcels, identified on the Plat, intended for use and occupancy as a single-family residence.
11. "Natural Grade" shall mean the elevation of the original or undisturbed natural surface of the ground prior to any manufactured disturbances of any type at any time. If the natural grade of a Lot is unable to be determined by physically inspecting the lot, the Wasatch County records, which indicate the natural grade for each Lot in Deer Mountain, shall govern.
12. "Owner" is defined in the Introduction above. The official records of Wasatch County evidence ownership of a Lot. In referencing activities herein, the term "Owner" shall designate the individual or entity owning a Lot, including the Owner's representatives, engineers, and designers.
13. "Plat" shall mean and refer to the Record of Survey Plat Maps for the Deer Mountain Resort Subdivision in the official records of Wasatch County and all amendments and supplements thereto.
14. "Subdivision" is defined in the Introduction above.
15. "Utah Act" is defined in the Introduction above.

B. GENERAL

1. AC Review. The AC shall consider and act upon any and all plans and applications submitted for approval. No construction, alteration, addition, modification, decoration, redecoration or reconstruction of an Improvement in the Subdivision shall be commenced, maintained, painted, erected or otherwise altered until the required applications, as set forth herein, have been submitted to and approved by the AC. Generally, as noted below, minor exterior or roof repairs

using the same materials as the existing Improvements, painting using exactly the same colors as the existing Improvement, and routine landscaping (including tree removal using a wood chipper if required) without the use of excavation or other special equipment will NOT require review or approval by the AC.

2. Incorporate Guidelines. Each Owner should carefully review these Guidelines and incorporate them into all design plans.
3. Dues Current. Each Owner must pay all existing dues, assessments, and any other costs assessed against their property before any plans subject to these Guidelines will be reviewed or approved by the AC and must stay current on HOA dues, assessments, and fines. The property must also be free of any HOA liens.
4. Completed Application Form. When making an application for an Improvement, the Owner must include a fully completed application form along with the required security deposits listed in Section X below. If applicable, Owner must receive a signed escrow agreement from the AC before submitting plans to the Wasatch County Building Department. Wasatch County will **not** review plans without sign-off and approval from the AC.
5. Signs. For new home builds (see Section D herein) and major additions and exterior remodeling or improvements (see Section E herein), the Owner will provide an approved construction sign on the Lot at the beginning of the project. The sign will display the building lot number, Lot address, names of the homeowner, builder, and contact phone numbers. The sign shall remain visible throughout construction until the Improvement is completed. See Exhibit A for the approved measurements for a construction sign and real estate sign. This construction sign, one sign offering the property for sale, safety signs, and “no trespassing” signs will be the only signs allowed on the lot during construction. Real Estate signs shall use a wooden post structure approved by the HOA Board and AC. “For sale by Owner” signs, while permitted, are to be made by Park City Signs (or another vendor approved by the AC) and will follow the same guidelines as above.

6. Job Site Vehicles and Trailers. To the maximum extent possible, construction-related autos, trucks, trailers, and equipment must be parked in an orderly manner on the construction site. If street parking is required due to logistical constraints, vehicles, trailers, and equipment must be confined to one side (and preferably the same side) of the street as the Lot. Under no circumstance will construction personnel leave related vehicles, trailers, and equipment on the Subdivision streets overnight.
7. Permitted Construction Times. Exterior construction is permitted between the hours of 7:00 am and 7:00 pm Monday through Saturday. No exterior work is allowed on Sundays or holidays. Interior work that is not audibly detectable outside the structure may be performed on Sundays and holidays, which may include painting, plumbing, electrical work and other interior work not requiring cutting or the use of saws and/or generators. The permissibility of any work will cease, at the discretion of the AC, if noise complaints arise. All deliveries to a Lot shall occur within the above-stated hours.
8. Street Usage. If any staging equipment, materials, trailers, cranes, and trucks and other vehicles take up more than one third of the road, Owner's contractor will be required to provide flaggers and safety cones for the duration of the road use. At no time shall less than one full lane be available to traffic, and such traffic shall have priority. If at any time the road is temporarily blocked by a construction vehicle, the driver must remain in the vehicle.
9. Excessive Noise. Unnecessary and excessive noise on construction sites, including the operation of radios at a loud volume, is prohibited. Construction causing noise disturbances are prohibited between the hours of 7:00 p.m. to 7:00 a.m. Monday through Saturday and all day Sunday.
10. Adjacent Lots. No construction activity shall infringe in any manner or for any reason on an adjacent or neighboring Lot, property or open space unless written permission is obtained from the affected property owner or AC. Infringement includes crossing over for any reason, parking or storing of construction vehicles, trailers, or equipment, storing of materials or debris (including dirt, gravel or rocks),

and placement of toilets, trailers, or dumpsters on an adjacent property. An Owner will provide a copy of the written permission to the AC before any infringement occurs. Fines for infringements may be assessed by the Board as described in Section X below.

11. Excavation. Prior to excavation, the perimeter of the construction site shall be identified by placing, within the Lot boundaries, a boundary fence along the two sides and back of the Lot. Silt fences or other erosion control material must be placed at the lowest point of potential drainage from the construction area. In Plats 3 and 4, the boundary-fenced perimeter will be established on the site plan, take into account and not encroach upon the LOD for that Lot, if applicable, and be fenced prior to doing any work on the Lot. No construction work or excavation may take place outside of the limit of the boundary-fenced perimeter, and no storage of materials or equipment may occur outside the fence without written permission of the affected owners and the AC. Fencing and erosion control shall be maintained and remain in place during the entire construction period and shall be removed and appropriately disposed of at the conclusion of construction.
12. Limit of Development. No Improvement may installed or constructed on the portion of any Lot that is beyond the LOD for that Lot. Any violation of the prohibition in this section will result in the assessment against the Owner of the fine set out in Section X.
13. Dumpsters. Prior to the start of wood framing, Owner will place a roll-off dumpster on the Lot for all refuse accumulated from the construction project. Owner is responsible for the timely cleanup of all refuse that blows from the dumpster or Lot onto neighboring properties. A tarp or other means is required to cover the dumpster at the conclusion of each workday. An Owner and its contractors will attach this covering to the dumpster in such a manner that the wind and inclement weather will not affect it. An Owner or contractor may use a box trailer in lieu of a dumpster, but the same regulations apply.
14. Toilet Timing. Owner shall have a chemical toilet placed on site for the use of construction personnel prior to the start of excavation.

15. Daily Site Clean-Up. Owner and its contractors shall regularly inspect the site and access roadways and perform site clean-up and maintenance necessary to maintain these areas in a clean, tidy and orderly condition. Streets are to be cleaned as frequently as necessary to prevent dirt and debris from accumulating in the street or washing into catch basins and to minimize danger to drivers, motorcyclists, bicyclists, pedestrians and adjoining landowners.
16. Common Areas. Construction vehicles and trailers are not permitted on any open space or walking trails. The Owner will promptly replace or repair any damage to paths and open spaces by Owner's contractors.
17. No Dogs or Pets. Construction personnel may not have dogs or other pets in the Subdivision at any time.
18. Snow Removal. Snow removal and storage will only be allowed within the limits of the boundary fences. At no time will Owner or Owner's contractor be allowed to place snow on roadways and shoulders or adjacent lots or open space without specific permission from adjoining landowners and the AC.
19. Notice of Dangerous Activities. Owner shall notify the AC at least five days prior to any proposed construction activities (such as blasting) that may pose **any** danger to neighboring residents. The AC will notify nearby residence owners as soon as is practically possible.
20. Response to Notice of Violation. Owner shall respond immediately to any notice received from the AC or the Board regarding any violation of the CC&R's or Guidelines.
21. Fines for Violations. The Board will inform an Owner in writing, by email letter or other written communication, of any violations. An Owner will have 48 hours to remedy violations after which time fines may be assessed by the Board as described in Section X below.
22. New Materials. The HOA intends that the Guidelines be the minimum building requirements at Deer Mountain. As new products and materials that meet or exceed these requirements become available, the AC and the Board may consider whether such products or materials are acceptable for use at Deer Mountain.

23. Noncompliance. Any Owner in non-compliance with any Deer Mountain regulations, including these Guidelines, may not submit plans for a new project.
24. Owner's Responsibility. Each Owner shall be responsible for the actions of its contractors, subcontractors, and their employees.

C. ARCHITECTURAL STYLE

1. General. Improvements in Deer Mountain shall be compatible with and in architectural harmony with existing homes and the natural beauty of Deer Mountain. The final determination of architectural harmony resides with the AC and the Board.
2. Exterior Appearance. No two homes may look alike in exterior appearances in Deer Mountain. Each home is to be uniquely designed and adapted to the Lot on which it is situated. Homes that are too similar in exterior appearance to other homes in the neighborhood may be rejected by the AC.
3. Unacceptable Styles. Examples of home styles not permitted in Deer Mountain include, but are not limited to, Ultra-Modern, A-Frame, English Tudor, French Chateau, Victorian, Colonial, Ranch Style, Domes, Turrets, Yurts, Manufactured Homes, or other stylistic extremes. Determination of whether a style of home or a specific home design is acceptable resides with the AC.
4. Preliminary Review. An Owner is not to infer from existing homes that a particular design or feature is acceptable. To minimize the risk of dispute and to aid the parties in avoiding unnecessary costs, it is strongly suggested that an Owner submit preliminary design plans to the AC for discussion before commencing final design documents.

D. NEW HOME CONSTRUCTION

1. Application Review. Applications are reviewed as expeditiously as possible, but the AC may take up to 45 days to issue a written response. The applicant will be notified in writing of approvals or denials. Owner applicants denied plan approval may make changes to their construction plan and reapply without limitation. Construction shall not start until Owner receives written approval from the AC and

completes a pre-construction meeting with the AC. Approval for residential development by the AC is independent of and in addition to approval and the issuance of a building permit by Wasatch County.

2. **Minimum Requirements.** *An Owner must comply with the following requirements before the AC will consider any application for approval:*

- a. All forms in the application (see the Architectural tab on our website: www.deermountain.net) must be completed and signed. Incomplete applications will not be accepted and will be returned without being reviewed. Owner must sign the escrow agreement included in the application package. An Owner also must accept financial responsibility, including court costs and attorney fees, for any costs incurred because of any failure to build in accordance with the Guidelines, approved plans, and applicable laws.
- b. All dues, liens, assessments, and any other costs assessed against the property must be paid before plans will be considered for approval.
- c. A non-refundable Design Review fee and refundable Compliance and Landscape security deposits are required with all applications for new home construction in Deer Mountain. The fee descriptions and amounts are listed in Section X of these Guidelines.
- d. A PDF copy and full hardcopy scaled set of the plans shall be submitted to the AC with each application, including the information described in items 4 and 5 of this Section. All new home plans and specifications shall be professionally prepared by an architect licensed in the state of Utah. Full color PDF images and specifications of the proposed exterior materials must be included in the application package.
- e. Any renovation or addition requiring a structural engineer also requires drawings from an architect licensed in Utah.
- f. Site development plans, drawn to scale, must be submitted to the AC with the application for construction and shall contain the following information:
 - i. An existing conditions topographic survey of the lot completed and stamped by a surveyor licensed by the State of Utah.

- ii. A site plan showing both the existing topography and proposed drainage grading of the lot, vertical elevation datum point, the footprint of the proposed house, property lines, building setbacks from property lines, roofs, finished floor elevations of all levels in the house, ridge heights above natural grade, decks, patios, walkways, driveways, and the percent of slope of the driveway clearly defined. The site development drawing must also include the location of any retaining walls, top and bottom spot elevations along the length of the walls and proposed retaining walls materials.
 - iii. A preliminary landscaping plan, including location of existing trees and vegetation to be preserved, new trees, shrubs, ground cover, and proposed species and size of new trees, plant materials and ground cover materials. Submission of a final landscape plan may be deferred until framing of the structure has been completed and the site has been rough graded. After submission of the final landscape plan, any changes to the landscape plan must be resubmitted to and approved by the AC.
 - iv. Delineation of the LOD for that Lot if applicable.
- g. Architectural house plans must be submitted and must include the following information:
- i. Floor plans drawn to scale with overall dimensions and floor area indicated on each level of the home.
 - ii. Exterior elevations are to be drawn to scale showing all sides of the home, illustrating existing and proposed grade lines, relative maximum allowable height lines, exterior materials, floor level elevations, and roof pitches.
3. Samples of Materials. Samples of all exterior finish materials are required to be submitted with the plan and shall include manufacturers' colors, numbers, and surface sheen where applicable. PDF color images, 4"x6" minimum size, of each material are acceptable. Changes to approved colors or exterior materials shall be resubmitted to the AC for approval prior to installation.
4. Construction Dates. Construction applications must include the anticipated starting date and the estimated project completion date. The anticipated starting

date may not be more than 12 months from the application date. While the CC&Rs contemplate completion of new home construction in 12 months, the AC recognizes that larger projects may take more time to complete and will consider a longer construction period of up to 18 months upon demonstration by Owner in the application why the longer period is necessary. All construction must be completed by the approved completion date. Any extensions to the project completion date initially approved by the Board will be considered only upon receipt of a written request from Owner demonstrating the reasons for such extension. An extension to the original completion date may be granted or denied by the Board, in its discretion, for one or more periods of up to 6 months. If the project is not completed by the completion date approved by the Board, as that date may be extended by the Board, in its discretion, then the Board may impose the fines shown in Section X.

5. AC Approval. When the plans have been approved, one hard copy shall be submitted by the applicant to the AC, and an approval letter will be issued to the applicant. The AC will retain one copy for its records.
6. Changes to Plans. After the AC approves the plans, all changes, additions, or deletions from the approved plan must be resubmitted to the AC for review and approval, including any design changes or changes in color choices that occur during the construction process. Notwithstanding the requirement for AC approval, neither the Board nor the AC shall be liable in any way for the design or construction of any residence in the Subdivision.
7. Approval Period. Plan approval shall remain valid for one year from the date of AC approval. If construction has not started within one year, extensions to the commencement date must be requested in writing to the AC. The plan must be resubmitted for approval before construction may begin and such re-submission will be subject to any changes made in the Guidelines during the interim period. All approvals and disapprovals will be conveyed in writing. If additional architecture review fees are incurred due to the resubmission, they will be charged from the escrow of the Owner.

8. Building Height Survey. As required by the Wasatch County building department and at Owner's expense, a licensed Utah surveyor must calculate a building height measurement from natural grade at the completion of roof framing to certify that the height does not exceed the maximum 33' building height as defined by the Wasatch County code. The AC must receive a copy of the certification before roofing begins.

E. HOME ADDITIONS AND EXTERIOR REMODELING OR IMPROVEMENTS

1. General. All exterior additions, repairs, remodeling, or other Improvements must be compatible with and in architectural harmony with existing homes and the natural beauty of the Deer Mountain environment and area. All home additions must be in keeping with the design of the original home and these Guidelines. An Owner must make an application, pay the appropriate deposits (see Section X for amounts), and receive written approval from the AC before beginning work on any Improvements, including the following additions or modifications to the exterior of a home or a Lot:
 - a. Decks or patios;
 - b. Remodeling the exterior of the house, including new siding, window or door installation;
 - c. Painting or staining the exterior of the home in new or different colors from the current color scheme;
 - d. Solar installations;
 - e. Fencing;
 - f. Roof replacements;
 - g. Hot tub or outdoor sauna installation or relocation;
 - h. Conspicuous satellite dish installation;
 - i. Sail and canopy replacement or installation;
 - j. Landscaping if excavation machinery or other special equipment is required at any point in the project, but excluding tree removal and wood chippers; and
 - k. Other changes to the exterior of a home or yard.

Approval of the AC is generally not required for minor exterior and roof repairs using exactly the same materials as the existing Improvements, painting using the same colors as the existing house, and tree removal (using a wood chipper when required) and routine landscaping without the use of excavation or other special equipment, as noted below.

2. Approval by AC. Applications shall be reviewed as expeditiously as possible, but the AC may require up to 30 days to provide a written response. Applicants who are denied plan approval may make changes to their plans and reapply without limitation. Construction must not start until Owner receives written notification of approval from the AC. Approval for residential construction by the AC is independent of and in addition to approval and the issuance of a building permit by Wasatch County. The following steps are required before any application will be approved:
 - a. All forms in the application package provided by the HOA must be completed and signed. Incomplete applications will not be accepted. Applications for Improvements are found on the HOA website under the Architecture tab. Level 3 applications are to be used for home additions that add to the Building Footprint. Level 1 and 2 applications are to be used for Improvements and exterior work that does not change the Building Footprint.
 - b. Owner must sign an escrow agreement stating they have read and will comply with these Guidelines and will accept financial responsibility for any costs incurred because of any failure to build in accordance with these Guidelines, approved plans and applicable laws, including all damages, court costs and attorney's fees.
 - c. Plans and specifications for all projects requiring a building permit from Wasatch County shall follow the rules and procedures for a Level 3 project as found herein. Plans for Improvements not requiring a building permit may be hand-drawn and included with the application and deposit.

- d. All dues, assessments and any other costs assessed against the property are to be paid before plans will be considered for approval. The property must be free of any HOA liens.
 - e. A non-refundable Design Review fee and a refundable Compliance security deposit are required with all applications for projects in Deer Mountain. The fee amounts are listed in Section X of these guidelines.
 - f. The Board may require additional funds to be deposited to replace funds expended by the HOA to remedy violations of the provisions of the compliance deposit.
3. Construction Dates. Applications must include the starting construction date and the project completion date. The anticipated starting date may not be more than 12 months from the application date. AC will consider completion dates of up to 12 months from the start of construction. All construction must be completed by the approved completion date. Any extensions to the original completion date or any extended completion date will only be considered upon receipt of a written request from the Owner demonstrating the reasons for such extension. An extension to a completion date may be granted or denied by the Board, in its discretion, for a period of up to 6 months. If the project is not completed by the completion date approved by the Board, as that date may be extended by the Board, in its discretion, then the Board may impose the fines shown in Section X.
4. Disturbance to Landscaping. Any unapproved disturbance to landscaping by Owner shall be repaired, at Owner's expense, as expeditiously as possible by Owner.

F. SURVEY

A copy of a current site survey must be submitted to the AC at preliminary review and with final applications to build any new home or addition that changes the footprint of the original home. The survey must be prepared, signed, and stamped by a surveyor licensed by the State of Utah.

G. HOME SQUARE FOOTAGE REQUIREMENTS

The square footage requirements (below) are the minimum and maximum square footage requirements for each individual plat. For the purposes of calculating home square footage, all livable area measured to the inside of exterior building walls shall be included. Garages shall not be included in the area calculations.

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

Notes:

- a. Maximum Footprint including garage is 3,200 Square Feet in Plat 2 and 2A.
- b. All lots are required to have at minimum a double-car garage. Three car garages are the maximum permissible within Plat 2 and 2A, subject to AC approval.
2. No Exceptions. No exception for maximum square footage can be granted in Plats 2 and 2A. Minimum sizes in plats 3 and 4 may be reviewed only if the home will infringe upon building setbacks and cannot physically fit on the lot. Note that the maximum building footprint in Plats 2 and 2A including the garage is 3,200 sq. ft.
3. Rendering for Variance. Any Home plan requesting a variance from these requirements will submit with their plans a 3-D virtual rendering complete with street scene and neighboring properties for the AC to assess impact on neighboring homes.

H. HEIGHT LIMIT

1. Maximum Height. No structure or building shall be erected to a height greater than 33 vertical feet from natural grade.

2. Survey. To ensure compliance with these provisions, a Utah licensed surveyor will measure all structures at the completion of rough framing and prior to installing roof shingles. The cost of such measurements shall be borne entirely by the applicant, as specified in Section D. **A stamped and certified report is to be submitted to the AC for review and approval before roofing work proceeds.**

I. SETBACKS FOR HOUSES

1. Minimum Setbacks. Front and rear setbacks will follow Wasatch County regulations, but both side yards combined must be at least 20 feet total with neither side less than 10 feet, unless otherwise allowed by the Plat and approved by the AC.
2. Plat 2. For setbacks in Plat 2 smaller lots, there are predetermined regulations made as part of the recorded plat. See copy of new revised Plat 2 Lots 101 - 138 in Exhibit B. Other setback information is available on the plat maps available from the Wasatch County recorder's office.

J. ROOF DESIGN AND MATERIALS

1. General. Roofs of new homes are to be designed to blend in with the surrounding Deer Mountain environment and other homes in the neighborhood. Long, continuous roof lines are discouraged. For new homes, the AC encourages each Owner to submit the proposed roof design of the home to the AC as early as possible for review and input.
2. Roof Types. Unless otherwise approved by the AC, continuous flat roofs, turrets and domes are not permitted. Subject to the prior approval of the AC, multiple pitched shed roof forms will be allowed. The surface of any flat roof area permitted by the AC must be gray, brown or black color with a cobbled stone cover.
3. Permitted Roof Materials. Roof materials may include architectural grade asphalt shingles (at least 30-year minimum or equivalent shingles), standing seam metal in approved, non-reflective colors, or AC approved composite shingles. Brightly colored, highly reflective, or corrugated roof surfaces will not be approved.

4. Fascia Profiles. Fascia profiles in plats 2, 3, and 4 must have a minimum height of 10" and one intermediate step, 1 inch or greater in depth. Soffits and fascia may be faced with natural wood or color clad metal of an approved dark color and, 24 gauge minimum, to ensure durability and color compatibility with the adjacent roof surface.
5. Rooftop Vents. Large metal fireplace flues shall be enclosed in a framed chimney with a ventilated metal cap. All exposed rooftop furnace flues must be positioned inconspicuously, and weather flashings and other rooftop metal must be painted to blend with the roofing material. Plumbing and incidental rooftop vents are to be inconspicuously located on the back side of the roof, away from the street, to the greatest extent possible, and painted to match the roof color.

K. GARAGES AND DRIVEWAYS

1. Garage Sizes. Each house constructed in the Subdivision shall have an attached garage sized to handle not less than two vehicles. A driveway shall service every garage and shall be of sufficient width to park two vehicles side-by-side in front of the garage. Attached garages are not calculated in the total square footage of the build. Garage size and height must be in harmony with the scale of the house (i.e.; 10,000 sq. ft. garage attached to a 6,000 sq. ft. house would not be considered in harmony with the scale of the house).
2. Driveway Materials. Driveways constructed of concrete, asphalt, concrete pavers or stamped concrete are permitted in Deer Mountain. The use of unsurfaced road base or crushed rock is prohibited as a driveway surface.
3. Driveway Completion. All construction work related to the installation of a driveway must be completed prior to or simultaneously with the occupancy of the dwelling. It is the Owner's responsibility to keep driveways in reasonable repair after construction. For asphalt driveways, this includes crack filling and sealing based on manufacturer's recommendations.
4. Driveway Slope. Driveways must be of a sufficiently gentle slope to permit vehicle access during all seasons of the year. Driveways must be constructed in such a

way to not cause a problem related to snow removal, snow storage, or water run-off for the homeowner, neighbors and adjoining properties and to comply with the Wasatch County building requirements and Fire District guidelines. Architects and builders should pay particular attention to the potential difficulty of accessing the property during the winter months and should design the driveway accordingly.

L. EXTERIOR MATERIALS AND PAINT COLORS

1. Permitted Materials. Deer Mountain requires high quality exterior materials to be used on all homes. Allowed siding materials include natural wood, natural stone, and Hardie Board. Architectural metal panels and engineered or composite wood siding products and stucco may be used only with review and approval by the AC. The use of lapped aluminum or vinyl siding, corrugated metal, T-111 plywood, cinder block and similar types of siding as exterior finishing materials are prohibited throughout Deer Mountain. All new homes and additions in all plats will have at least 25% of the front area facing the street accented in natural stone and the remaining three elevations will have 20% of each elevation comprised of natural stone unless the applicant can demonstrate that an alternative proportion of exterior materials will result in a better architectural solution. Cultured or manufactured stone products are not allowed as an exterior material. Stone area is typically measured as a percentage of the gross wall area to which it is applied and does not include stone that may also be applied to columns in front of the wall.
2. Permitted Colors. The color of all exterior surfaces including siding, railings, trim, flashing, gutters, soffits, fascia, window and door frames, or other materials shall be limited to warm earth tones in a low luster or flat finish. This includes but is not limited to the preferred range of muted brown and tan color tones found in the surrounding dominant landscape and black and gray tones. Bright, reflective, primary, or closely related colors are prohibited. Exterior material submissions shall include the manufacturer's name, color, and finish. Owner must present a 3'x3' painted section on their existing home or, in the case of a new build, a 3'x3' board in the proposed siding colors, sheen, and material for the AC to review prior to approval. Once approved, all subsequent proposed changes to any color or

material must be brought to the attention, in writing, of the AC and receive written approval prior to application.

3. Window and Doorframes. Exterior window and doorframes must have a permanent finish such as wood, vinyl or painted aluminum cladding and must meet the Deer Mountain color regulations as noted above.

M. CONSTRUCTION PRACTICES

1. Natural Grade. Fill dirt or materials must not be added to a Lot before natural grade has been established.
2. Solar Panels. Passive solar designs and advanced technologies in green design are encouraged. Solar panel design will be reviewed on a case-by-case basis by the AC with particular attention to visibility and light reflection that may negatively impact other lots in the community. Roof shingle colors should match the solar panel colors wherever possible for both new builds and renovations. All mechanical equipment related to the operation and monitoring of the solar installation is to be located within the garage spaces or mechanical room spaces, if possible. Any externally mounted equipment is to be painted to match the home's siding. Upon review, the AC may require some form of screening material (e.g., fencing, shrubs, etc.) and will be reviewed on a case-by-case basis.
3. No Wind Turbines. Wind turbines are not allowed.
4. Garage Doors. All garage doors must conform to the colors set forth above. Any proposed garage door that will be more than 25% glass or exceed 8 feet in height must be approved by AC prior to construction of garage bays. All glass panels on garage doors must be opaque.
5. Exterior Columns. All visible exterior wood columns must be a minimum of 10" x 10" square and surfaced with an appropriate material that complements the house. Metal support columns may be smaller if approved by the AC in advance of construction.

6. Geothermal Grids. Any form of geothermal grid is prohibited without the prior written approval of the AC.

N. FOOTING AND FOUNDATION INSPECTION

1. Compliance. Footings and their placement will comply with approved plans and setbacks and the Wasatch County building requirements. Bedrock within the foundation area, or other difficulties encountered in excavation, such as excessive rock, will not be sufficient justification for the granting of an exception to the building height requirements herein.
2. Exposed Foundations. The maximum allowed area of an exposed concrete foundation is twelve inches between the finished grade elevation and the bottom of the finished siding material. Exposed concrete foundation area must match the color of the siding material above.

O. MATERIALS ON SITE

1. Dumpsters. Prior to the start of framing, a roll-off dumpster or a contained trailer must be placed on the building lot for all refuse accumulated from the construction project and Owner shall empty the dumpster or contained trailer when full. Dumpsters should be situated to allow easy access to empty, including during winter months. Closed trailers or trucks, as a substitute for dumpsters, are acceptable, but they must be covered nightly. An Owner may not place dumpsters on the street. Fires to burn scrap materials and debris are prohibited. All refuse containers must be firmly covered with a tarp at the completion of the workday. Owner shall remove all dumpsters and trash containers from the property when construction is completed (or if construction is halted for more than 30 days).
2. No Truck Washing. Contractors are prohibited from washing concrete or other trucks in roadways and shoulders. If concrete trucks are washed in Deer Mountain, Owner or contractor must establish a wash site within the limits of the boundary fence perimeter on the Lot.
3. Deliveries. All deliveries shall occur within the hours stated in Section B.7 above.

4. Toilet. A chemical toilet will be placed on site no later than the time the work is to begin, and the contractor is responsible for keeping chemical toilets in a clean condition while they are on site.
5. Clean Worksite. During the period of construction of any dwelling, the builder or contractor shall keep the work site clean and free of debris with no stockpiling of debris outside of any dumpster or trash container; and no materials may be stored on any roadway or in any easement areas. No material that may represent a safety hazard to the public may be stored on site.
6. No Road Debris. Owner shall regularly clean all mud, debris, gravel, and similar materials on the roadway at the construction site or, deposited by construction vehicles or equipment. If Owner or builder fails to comply with this provision, the Board shall clean the roads at the expense of Owner.

P. FENCING

An Owner may make an application to the AC for fencing in a rear yard that is not visible from Owner's front street (the front street is the street listed as Owner's address). Fencing style and materials are limited to a 3-rail all-wood design not to exceed 48" in height. Any other fence style will be considered only upon submission of detailed drawings of both the fence and the site plan. AC approval will be based on specific need and the visual and aesthetic impact on surrounding properties. To contain pets, a wire fabric screen may be added to the inside of the wood fence structure, but wire fencing without the wood fence is prohibited. Privacy fencing and separate dog runs are not permitted.

Q. RECEIVERS, ANTENNAS AND SATELLITE DISHES

1. Dimensions. Receivers, antennas and satellite dishes may not exceed 1 meter at the longest dimension. They should be made of a non-reflective material and muted color. Receivers, antennas and dishes must be placed in the least conspicuous location where it will function, with primary priority being given to avoid or reduce

visibility from the street and secondary priority to avoid or reduce visibility from adjacent homes.

2. Visibility. An Owner whose antenna is visible from the street may be called on to justify that location to the AC or Board, and if a superior location can be identified, to move that antenna at their expense.

R. OUTDOOR POOLS

Applications for outdoor pools will be reviewed on a case-by-case basis by the AC and will be considered a variance. All pools must comply with all applicable laws and regulations for wildlife and human safety in effect at the time of application. Applications for review of any outdoor pool will also require detailed engineering and drainage drawings from a licensed Utah State engineer and/or surveyor. The AC strongly encourages homeowners and architects to submit plans for any outdoor pool at the earliest possible stage of the home design.

S. EXTERIOR LIGHTS

Deer Mountain has adopted the Dark Sky Land Management Code for residential properties. This code will apply to new builds and exterior remodels from approved from April 1, 2022 onward. The objective is to comply with Dark Sky principles and allow for limited, but functional, lighting around the perimeter of every home without disturbing neighboring Lots with glaring or high intensity light sources. This applies to both landscape lighting as well as exterior home lighting.

- a. Apply dark sky design principles in light fixture selection. Avoid excessive upward and lateral light projection. See attached chart on Exhibit D for guidance
- b. Exposed light bulbs visible through transparent glass lenses are not permitted.
- c. Exterior lights must be at 3000 Kelvin or below.
- d. Consider installation of dimming switches and timers for exterior light fixtures and holiday lights.

T. UNSIGHTLY ITEMS

1. No Doghouses. No doghouses are allowed in the Subdivision.
2. A/C Equipment. Air conditioning equipment may not be on the street side of a home and must be as inconspicuous as possible.
3. Awnings. Canvas awnings or sails mounted on the exterior of homes are allowed only with prior AC approval.
4. Other Structures. No out buildings, structures or other Improvements separate from a home are permitted on a Lot without prior AC approval.

U. VARIANCES

Variance requests must be submitted in writing with supporting documentation to the AC. In deciding whether to grant a variance, the AC and Board shall follow the parameters in these Guidelines and the CC&Rs and may review and consider any factors or information it deems pertinent to the variance request.

V. OCCUPANCY

No person may live in the house under construction or any temporary structure (such as a trailer) placed on or near the property during the construction of the home. An Owner must receive their final inspection and Certificate of Occupancy from Wasatch County before residing in their new home.

W. LANDSCAPING

1. Plan. An Owner shall submit a general landscaping plan to the AC with their new home, home addition or Improvement application. A final landscaping plan may then be submitted when the house has been framed and rough grading has been completed around the home. Any changes to an approved landscape plan will require further review and approval by the AC prior to installation of the landscaping.

2. Fire Code. Fire danger exists in all rural mountain environments, and landscape design must be compliant with Wasatch County guidelines including the Wildland Urban Interface Code. Owners are also encouraged to become familiar with the recommendations included in the guide, “Fire Wise Landscaping for Utah”, published by U.S. Forestry in collaboration with Utah State University. Additionally, Owners can contact the Wasatch County Fire Department for more information regarding fire risk and suggested methods to mitigate such risks.
3. Irrigation. The disturbed area of all Lots shall be landscaped with ground cover, lawn, trees, and shrubs to be visually attractive and harmonious with neighboring properties. Each Owner shall install an underground irrigation system to water all lawn and vegetated areas as efficiently as possible. Temporary irrigation systems may be allowed by the AC for re-vegetation of areas that do not require permanent watering.
4. Trees. Each newly landscaped yard will have at a minimum 15 drought tolerant trees and shrubs of a minimum 5- gallon size. Tall-growing trees such as aspen and poplars are discouraged because of their tendency to block views from neighboring lots as they mature. Smaller species or dwarf trees that will not overgrow lots and impede views are encouraged.
5. Grading. The disturbed area around each home is to be finely graded and landscaped in a manner that will prevent drainage from adversely affecting adjoining lots and that will not change the established natural grade at the property lines. Limiting the overall disturbance of any Lot is encouraged and over-grading or spreading excess soil material on Lots, particularly in Plat 4, is discouraged. Any such approach to permanently change the natural grades on a Lot by cutting or filling must be reviewed and approved by the AC during the design approval process before construction commences.
6. Retaining Walls. Retaining walls may be constructed on a Lot as a necessary means to support cut and fill slopes steeper than 3:1 finished slope. Stacked boulders, stone faced concrete or masonry, corten style steel plating, concrete, and certain interlocking colored masonry unit walls may be used, in each case, with specific AC approval. Prohibited retaining wall materials include unfinished

CMU blocks, gabion basket systems, and timber/wood walls. Wall heights are generally limited to 4' tiers, and any wall taller than 4' will require engineering and a building permit issued through Wasatch County.

7. Completion of Landscaping. For new home construction, all landscaping must be completed within two months of receipt of the Wasatch County Certificate of Occupancy. For new homes completed or occupied after September 30, the Owner and/or builder will have until June 15 of the following year to complete the landscaping. The landscape deposit will be released to the party who originally paid the deposit after the AC and Board determines that all provisions have been satisfied.
8. Artificial Turf. The use of small areas of high quality artificial turf may be approved by the AC, in its discretion, upon the submission of a site plan showing the location of the artificial turf on the Lot along with a sample of the artificial turf to be used.
9. Wood Fire Pits. Outdoor wood burning fire pits are prohibited.

X. DESIGN REVIEW FEE, SECURITY DEPOSITS, AND FINES

1. Fees. The following fees are due with the submittal of applications and plans for Improvements in Deer Mountain.
 - a. A Design Review Fee is charged by the HOA to process applications for new homes, additions, and substantial Improvement projects. This fee is nonrefundable. Incidental Improvement projects may submit an application to ensure compliance with Guidelines before commencing work and a Design Review Fee may be charged. All Improvement projects must be reviewed and approved by the AC prior to commencing work.
 - b. The Compliance Deposit is refundable and is held by the HOA for use if:
 - i. Owner fails to build in accordance with the Guidelines and the approved plans and the deposit is needed to remedy any violations of the Guidelines or plans;
 - ii. Fines have been assessed by the Board for violation of the Guidelines and remain unpaid at the conclusion of the project.

- c. The Landscape Deposit is refundable and is held by the HOA for use if the Owner fails to landscape the project in conformity with the Guidelines and the approved landscaping plan.
- d. The Compliance and Landscape Deposits, less any amounts withheld by the Board, shall be refunded to the party who originally paid the deposit after the procedures outlined in this Section X have been completed.
- e. If monies from the Compliance Deposit or Landscape Deposit are expended to correct violations before the project is complete, the Board may require an additional deposit to cover further anticipated costs. As permitted by the Utah Act, a lien may be filed against the property if the additional funds are not remitted to the AC in the amount requested.

2. New Homes. Construction fee of \$24,000 consists of the following:

Design Review Fee	\$4,000
Landscape Deposit	\$5,000
Compliance Deposit	\$15,000

3. Exterior Modifications. The fees for all exterior modifications to a house or Lot are as follows:

a. Level 0 Renovations: includes minor exterior and roof repairs using exactly the same materials as the existing Improvements, painting using the same colors as the existing house, and tree removal (using a wood chipper when required) and routine landscaping without the use of excavation or other special equipment. No applications, fees or approvals are required for Level 0 Renovations.

b. Level 1 Renovations: includes exterior painting and staining with a different color, replacement of existing roofing, satellite dish installation, hot tub installation, fence installation, and sail/canopy installation.

Application Fee of \$1,000 consists of the following:

Design Review Fee -	\$250
Compliance Deposit -	\$750

c. Level 2 Renovations: includes solar installation, balcony and handrail alterations, landscaping requiring excavation machinery, replacement of external siding with different material, addition or removal of windows and external doors, replacement of an existing deck or patio, modifications to driveways, and shed and storage structures.

Application Fee of \$1,000 consists of the following:

Design Review Fee - \$500

Compliance Deposit - \$500

It is assumed that a maximum of 2 design reviews will be required at this level of application. If further reviews by the advising architect and AC are required, the applicant will be charged a fee of \$200/hour, not to exceed \$1,000, payable by Owner prior to approval.

d. Level 3 Renovations: includes all additions or modifications resulting in an increase in the home's current footprint or total square footage, outdoor pools, structural changes to the house,, new retaining walls or major changes to grade, extension of an existing deck or patio, and garage extensions.

Application fee of \$4,000 consists of the following:

Design Review Fee \$1,000

Compliance Deposit \$3,000

It is assumed that a maximum of 3 design reviews will be required at this level of application. If further reviews by the advising architect and AC are required, the applicant will be charged a fee of \$200/hour, not to exceed \$2,000, payable by tOwner prior to approval.

4. Fee Submission. All fees and deposits are due with the initial submittal of the application and plans.

5. Additional Deposit For Access. For any project, if access is approved across a neighbor's property or through designated open space, an additional \$2,000 minimum deposit may be required to ensure that the disturbed area will be properly restored at the conclusion of the project. The deposit may be more depending on the extent of the disturbance as determined by the AC.

6. Return of Compliance and Landscaping Deposits. The Compliance Deposit will be returned to Owner when all aspects of the project have been completed, including: (1) for a new home, Owner has submitted the **final** Certificate of Occupancy to AC, (2) AC has completed a final inspection of the project, (3) any required property line restorations have been completed per the approved drawings and (4) all violations of the Guidelines or governing documents have been remedied and any unpaid fines and HOA dues have been paid. For home additions and exterior improvements, the return of any required deposits will follow the above applicable parameters. Representatives from the AC will meet within 30 days of Owner's submission of the **final** Certificate of Occupancy to inspect the construction site. The Landscaping Deposit will be returned when all landscaping is completed and certified to meet the submitted plans and Deer Mountain quality standards.

7. Damage to Adjoining Lot. On any project that caused damage to an adjacent Lot, Owner must restore or repair the adjacent Lot to the adjacent Lot owner's satisfaction. An Owner whose project caused the damage to the adjacent Lot must receive from the adjacent homeowner written final acceptance of the restoration and repair work. The adjacent Lot owner will have 30 days to reply once notified that said restoration/repair work is completed. If a reply from the adjacent owner is not received during that period, the Lot repair is presumed acceptable. The AC will then make a final inspection to ascertain the property conditions meet Deer Mountain standards before compliance deposits are returned.

8. Fines. The Board has the authority to assess fines for an Owner's, or its contractors, architects, builders, landscapers, workers, or subcontractors, violation of or failure to comply with these Guidelines or the CC&Rs. Fines will be assessed by the Board in the following manner.

a. When assessing fines for a violation of these Guidelines or the CC&Rs, the Board and AC will follow the process set out in Utah Act, including providing notices and holding hearings as required therein.

b. Fines may be assessed by the Board in the following amounts for each violation of the Guidelines or CC&Rs (each, a "Rule Violation"):

1. First notice of the Rule Violation: Warning
2. Second notice of the uncured Rule Violation: \$250.00
3. Third notice of the uncured Rule Violation: \$500.00, plus \$250.00 already assessed above for same Rule Violation.
4. Fourth notice of the uncured Rule Violation: \$1,000.00, plus \$750.00 already assessed above for same Rule Violation.
5. Additional notices of the uncured Rule Violation: \$1,000.00, plus the sum of all fines already assessed above for the same Rule Violation.
6. Violation of the LOD rules, an additional fine of \$25,000.00 may be assessed by the Board.

c. Fines not paid by Owner by the date required in the notice delivered by the Board to Owner will, at the discretion of the Board, accrue interest at an annual rate equal to 10%, which rate will not exceed the maximum rate permitted under applicable law from time to time.

d. Fines not timely paid by Owner may be deducted by the Board from the Owner's Compliance Deposit or Landscape Deposit, as applicable, held by the Association for the project. To the extent the Owner's Compliance Deposit or Landscape Deposit, as applicable, is not sufficient to fully pay outstanding fines, then Owner shall remain liable to pay the balance outstanding to the Board.

e. In addition to the lines above, Owner will be liable for, and will promptly pay, all damages and costs and expenses incurred by any party that result from Owner's, or its contractors, architects, builders, landscapers, workers, or subcontractors, violation of or failure to comply with these Guidelines or the CC&Rs.

BOARD OR TRUSTEES OF THE HOMEOWNERS ASSOCIATION AT DOES MOUNTAIN HOMEOWNER'S ASSOCIATION


 President of the Board

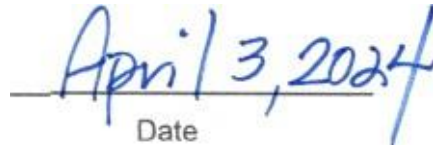
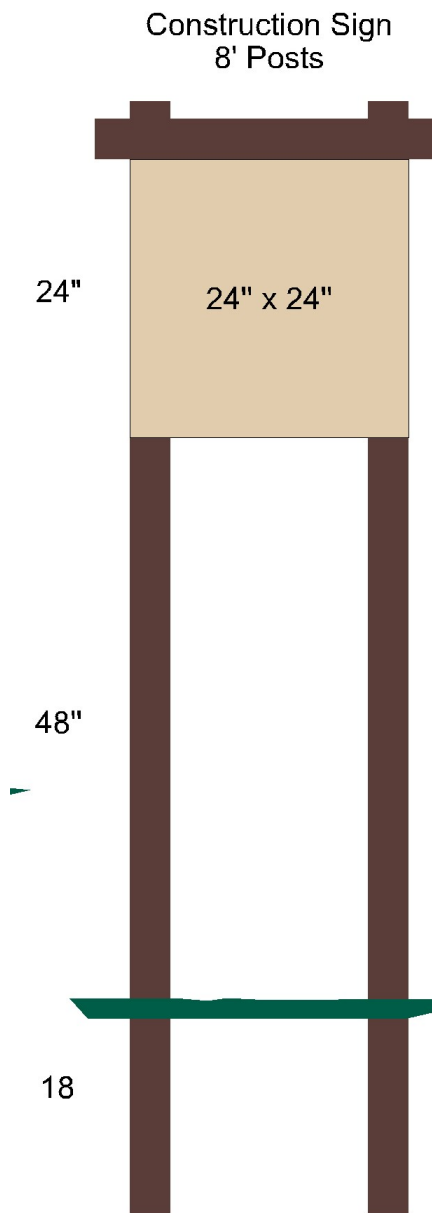

 Date

EXHIBIT A - Construction and Real Estate Signs Requirements



**EXHIBIT B - MINIMUM LOT SETBACK REQUIREMENTS FOR STAGGERING SM
ALL LOTS PLAT 2**

Lot 101	25 ½ feet
Lot 102	20 ½ feet
Lot 103	30 ½ feet
Lot 104	20 ½ feet
Lot 105	25 ½ feet
Lot 106	20 ½ feet
Lot 107	20 ½ feet
Lot 108	20 ½ feet
Lot 109	20 ½ feet
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Lot 126	20 ½ feet

Lot 127	20 ½ feet
Lot 128	20 ½ feet
Lot 129	20 ½ feet
Lot 130	25 ½ feet
Lot 131	25 ½ feet
Lot 133	25 ½ feet
Lot 134	20 ½ feet
Lot 135	20 ½ feet
Lot 136	20 ½ feet
Lot 137	20 ½ feet
Lot 138	20 ½ feet

EXHIBIT C - ARCHITECTURAL COMMITTEE CONTACT

Direct all inquiries and questions relative to these design guidelines and work projects in the Deer Mountain subdivision to the Architectural Committee advising architect.

~~Jeff Schindewolf. — jeffdmpe@gmail.com — Revised 6-2004 (see Exhibit E)~~

Deposit Checks should be made payable to: The Homes at Deer Mountain, in amounts outlined on the different application forms.

Checks should be delivered to:
Homes At Deer Mountain
12518 Deer Mountain Blvd.
Kamas, UT 84036

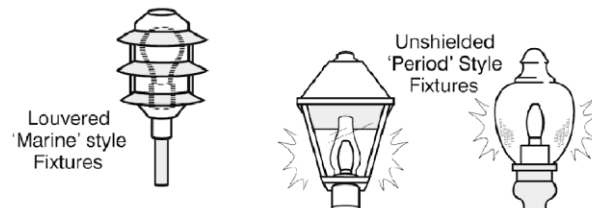
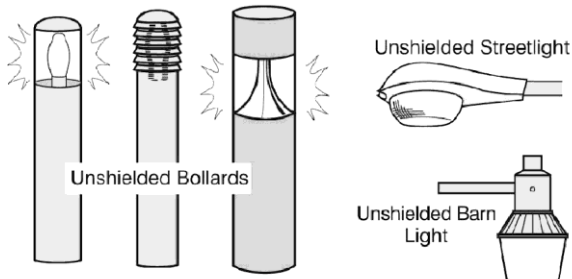
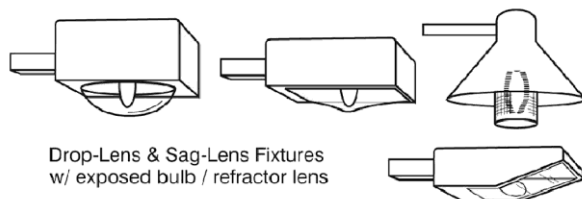
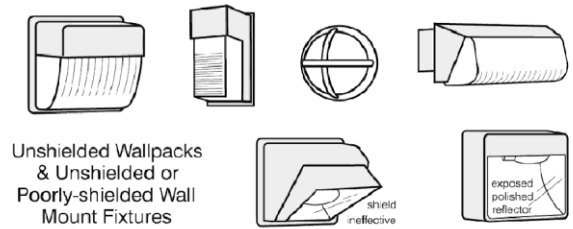
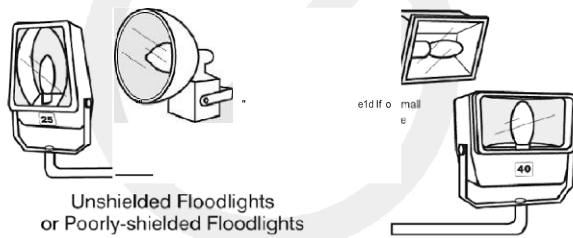
EXHIBIT D

attached behind this page

Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night

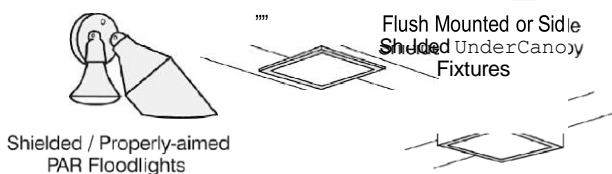
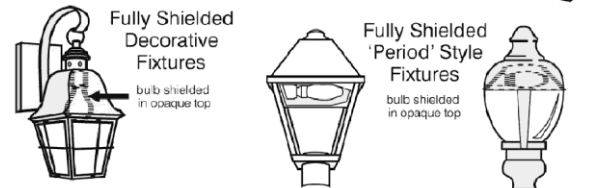
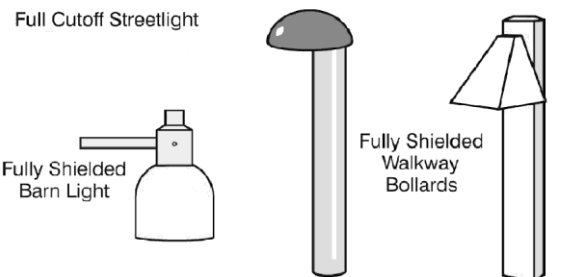
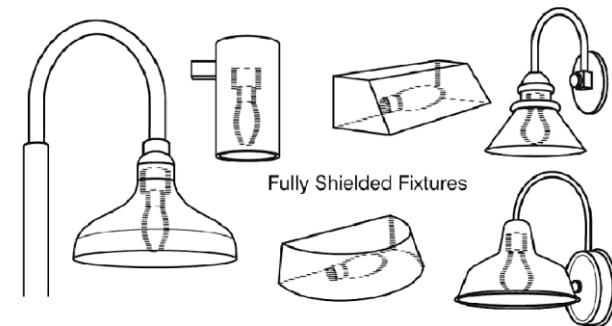
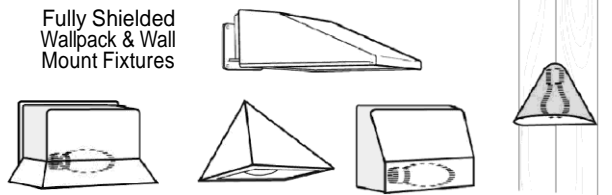
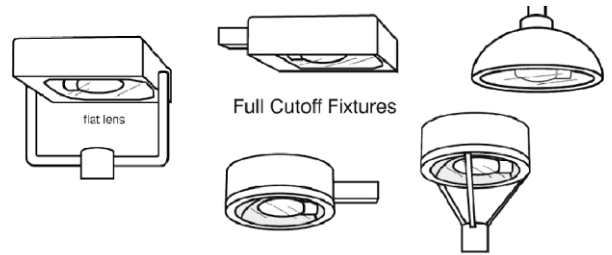


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EXHIBIT E - ARCHITECTURAL COMMITTEE CONTACT

UPDATED AC Contact Information 6-2024

Direct all inquiries and questions relative to these design guidelines and work projects in the Deer Mountain subdivision to the Architectural Committee at

deermountainac@gmail.com

Deposit Checks should be made payable to: The Homes at Deer Mountain, in amounts outlined on the different application forms.

Checks should be delivered to:
Homes At Deer Mountain
12518 Deer Mountain Blvd.
Kamas, UT 84036