

A Master Planned Community



**GENERAL CONTRACTOR AND OWNER
DESIGN GUIDELINES**

Approved by the Board and Effective 11/03/23

Table of Contents

1. PURPOSE AND OBJECTIVES	3
2. APPLICATION	3
3. ARCHITECTURAL DESIGN.....	6
4. EXTERIOR MATERIALS	6
5. ROOF/ROOFING	7
6. DWELLING SIZE	7
7. HEIGHT LIMITATIONS	8
8. GARAGES/DRIVEWAYS.....	9
9. SURVEY.....	9
10. SETBACKS FOR DWELLINGS	9
11. WALLS/FENCING.....	11
12. ACCESSORY BUILDINGS AND STRUCTURES.....	11
13. LANDSCAPING.....	12
14. LIGHTING.....	13
15. MECHANICAL EQUIPMENT	14
16. CONSTRUCTION & EXCAVATION.....	14
17. FOOTINGS/FOUNDATIONS.....	16
18. MATERIALS ON SITE.....	16
19. VARIANCES	16
20. OCCUPANCY	17
21. GENERAL	17

GENERAL CONTRACTOR AND OWNER DESIGN GUIDELINES FOR STONE CLIFF OWNERS ASSOCIATION

1. PURPOSE AND OBJECTIVES

In accordance with the Declaration of Covenants, Conditions and Restrictions of Stone Cliff (the "Restrictive Covenants"), and the Articles of Incorporation and Bylaws of the Stone Cliff Owners Association (as the foregoing may be amended from time to time), THE ARCHITECTURAL REVIEW COMMITTEE (THE "COMMITTEE") IS RESPONSIBLE TO REVIEW AND APPROVE ALL SITE PLANS; HOUSE PLANS AND SPECIFICATIONS; LANDSCAPE PLANS; AND PLANS FOR AND CONSTRUCTION OF ALL IMPROVEMENTS, STRUCTURES AND FENCES (COLLECTIVELY, THE "IMPROVEMENTS") in Stone Cliff, a planned unit development in Washington County, Utah, before the commencement of any such construction or Improvement. These Design Guidelines ("Guidelines") are intended to amplify and implement the standards, rules, restrictions, and covenants set forth in the Restrictive Covenants, and must be observed in connection with the construction of any Improvement in Stone Cliff. These Guidelines may be amended by the Committee from time to time pursuant to Section 8.1 of the Restrictive Covenants.

The Guidelines contained herein, together with the Restrictive Covenants, shall govern the design and construction of all Improvements in Stone Cliff. To the extent any conflict exists between these Guidelines and any law, statute or governmental ordinance, or any provision of the Restrictive Covenants, then the provisions of the law, statute, or ordinance, or the Restrictive Covenants, shall govern and take precedence over the provisions of these Guidelines. It is the intent of the Restrictive Covenants and these Guidelines, which will be administered and enforced by the Stone Cliff Owners Association (the "Association") through the Committee and the Association's Board of Directors (the "Board"), that all Improvements in Stone Cliff be well maintained and together promote a harmonious and compatible existence with the surroundings of the area. More specifically, the purpose of these Guidelines is to:

- A. Promote a desirable and attractive residential community.
- B. Harmonize the residential community with the natural and Developer created features of the area, in part by requiring that the color of all exterior features will be approved by the Committee.
- C. Provide specific minimum and maximum requirements of size and quality of housing construction so as to achieve the foregoing goals.
- D. Safeguard the property rights of Stone Cliff residents and protect and enhance the property value of all lots and houses in Stone Cliff.

2. APPLICATION

No Improvement shall be made in Stone Cliff without the owner or owners of the affected Lot (the "Owner" or "Owners") making application to and obtaining the written approval of the Committee. The following application requirements must be satisfied before the Committee may grant any approval:

2.1 A written proposal describing the desired construction shall be submitted as part of the application. This written proposal must include a time frame giving the starting construction date and the approximate completion date, all in compliance with Article VIII of the Restrictive Covenants. The application along with all required plans and other materials shall be submitted to a member of the Committee or the management company at least ten (10) days prior to a meeting of the Committee in order for said application to be considered for approval at that meeting.

2.2. At least two (2) copies of completed plans shall be prepared for each proposed Improvement and submitted to the Committee for review. After approval one (1) copy will be stamped and returned to the Owner with required restrictions or modifications noted. The second copy will remain the property of the Committee.

2.3. A scale drawing of (a) the site plan showing location and orientation of the proposed dwelling, including floor, garage, and street curb height, and (b) a detailed landscaping plan including location of trees, driveways, walks, indirect yard lights, and all other details.

2.4. A specification sheet indicating all materials to be used in the construction. Samples of exterior finish materials shall be included. If these materials have not been determined at the time of submission, samples must be submitted and approved as part of the application process prior to installation of such materials.

2.5. Excavation plans and plans for any walls to be erected on the lot, including retaining walls, screening walls or fences, and landscaping walls. Such plans must be approved by the Committee and must be constructed to City of St. George codes and ordinances and for retaining walls there must be plans and an as-built certification of acceptance by a licensed civil or geotechnical engineer.

2.6. The Owner of the Lot, and any general contractor if the Owner intends to employ one, can appear before the Committee at the time any plans for improvements are submitted for review and approval.

2.7. A check made payable to Stone Cliff Owners Association must accompany any application for new construction, as noted Article VIII of the Restrictive Covenants. The refundable portion of the fee shall be returned to the Owner upon completion of the Improvement and full compliance with all conditions imposed by these guidelines, the application agreement, the Restrictive Covenants, and the Committee, less monies withheld from the refundable deposit at the Committee's discretion if violations occur. The Owner must request that the refundable portion be returned on completion of the Improvement not more than six months after the completion of the Improvement by supplying the certificate of occupancy to the management office, if applicable, or the refund is waived.

Fees:

-Preferred Builders: \$2,500.00 impact fee, \$1,500.00 of this amount shall be non-refundable.

-Potential Preferred Builders: \$4,500 impact fee, \$1,500.00 of this amount shall be nonrefundable.

A check made payable to Stone Cliff Owners Association in the amount of \$500.00 must accompany any application for all other reviews other than new home construction (additions, accessory buildings, etc.) that require inspection. \$100 of this fee is non-refundable. A full-scale remodel may require a new construction deposit as determined by the ARC.

2.8. All dues, assessments and costs then owing with respect to the Lot must be paid before plans will be considered for approval.

2.9. Before final approval of any proposed construction, both the builder and the Owner must sign an Agreement provided by the Committee stating, among other things, that they have read and will comply with all requirements in the Restrictive Covenants and these Guidelines. Responsibility for the costs incurred as a result of failure to build in accordance with the Restrictive Covenants, Guidelines, and

Committee Requirements, and any approved plans, including court costs and attorney's fees, will be borne by the Owner.

2.10 Stone Cliff Owners Association, Inc., welcomes quality and reputable builders to construct homes within the Association. However, (1) the proper construction of homes (consistent with building codes, zoning, local ordinances, etc.), (2) compliance with the CC&Rs and Building Guidelines, (3) the desire to mitigate construction related complaints and (3) the duty to help maintain a high standard of construction quality of homes for which the Association is known is of the utmost importance to the Association and its membership-at-large.

Therefore, in order to maintain the integrity and quality of homes built within the Association, the Architectural Review Committee, as approved by the Board of Trustees, has imposed additional requirements upon all builders desiring to build within Stone Cliff consistent with its authority under Article VIII of the Stone Cliff CC&Rs.

PREFERRED BUILDERS. There is hereby established a Preferred Builder's List, kept and updated by the Architectural Review Committee. Preferred Builders are those builders who have either already proven their ability to construct homes consistent with the standards of Stone Cliff or those builders who will be approved as Preferred Builders by the Architectural Review Committee upon the terms and conditions below.

PENDING PREFERRED BUILDERS. Builders who have yet to receive Preferred Builder status must still submit the required materials pursuant to the General Contractor and Owner Building Guidelines for Stone Cliff and the Amended Construction Checklist. Such builders, however, will be charged a higher impact fee for the purposes of helping ensure compliance with the standards of the Association and utilizing sound, lawful and quality construction practices. The difference between the Preferred Builder impact fee and the increased fee for Pending Preferred Builders will be refundable to the owner if there are no fines or expenses associated with the construction process.

After two (2) homes have been built by a potential preferred builder, then said builder(s) can apply to the Architectural Review Committee, by informal written request, to become a Preferred Builder within Stone Cliff. The Architectural Review Committee will base its decision on allowing Preferred Builder status based on, among other things, the number of construction related complaints received (if any), compliance with all applicable zoning and building codes, the building guidelines, rules, policies and checklists of the Association and any damage to the common area during construction that remains unmitigated.

The Architectural Review Committee, upon concurrence with the Board of Trustees, may prohibit certain builders from building within Stone Cliff until such time as the Architectural Review Committee and the Board of Trustees are satisfied with the construction practices of the builder(s) in question. The Association may require a history of previously constructed projects by said builder(s) in order to make their decision, among other factors as determined by the Architectural Review Committee and Board. Preferred Builder status is subject to continued review and may be rescinded by the Board of Directors.

2.11. Approval of construction documents shall remain valid provided that construction is commenced within six months from the date of approval. If construction has not started within six months, the plans must be resubmitted for approval and will be subject to any changes made in the Restrictive Covenants or these Guidelines during the interim period. Furthermore, the applicant shall be required to pay a nonrefundable additional deposit of \$500.00 to reimburse the Committee for plan approval costs of the resubmitted plans. The Architectural Review Committee may also consider any issues that it notices for

the first time as part of the resubmitted plans and application or that the Architectural Review Committee failed to notice in reviewing the initially submitted plans and application.

2.12. Any changes to the approved plans, including without limitation changes in the site plan or exterior elevations, before, during or after construction, must first be submitted to the Committee for approval. Approval is not granted until it is provided by the Committee in writing. Noncompliance will result in fines and corrections at owner expense.

2.13 In order to comply with Utah Stormwater Pollution Prevention Plan (SWPPP) requirements regarding a concrete washout pit, as long as the developer provides a concrete washout pit, a fee of \$250 will be required with any new construction application in order to use the pit. This fee will help maintain the pit and is not optional. Owners of existing homes making modifications may also use the pit for the same fee.

3. ARCHITECTURAL DESIGN

3.1. No house shall be permitted that is not compatible and in harmony with existing houses. In addition, the architectural design of the house must be compatible with the Lot upon which it is being built and designed by a licensed architect or other residential designer as approved by the Committee.

3.2. No clear anodized or milled aluminum window, door, or skylight frames will be allowed. Aluminum frames will be permitted if color-coated to coordinate with the exterior colors of the proposed Improvement. Glass can be either clear or lightly tinted. No reflective or mirrored glass will be allowed. Skylights and glazing should match the slope of the roof. Any deviation must be submitted to the Committee for approval.

3.3. Active solar collectors can result in excessive glare and reflection and will only be approved by the Committee if they are integrated into the structure or landscaping on a site and are not visible from neighboring properties.

3.4. All storage of personal property, including without limitation vehicles, boats, and trailers, must be contained in the house or in an approved enclosure that is a part of the house and/or the garage, and which is reasonably screened from the street. No storage sheds of any description will be allowed.

3.5. All trash containers must be stored in the garage or other enclosure when not out for collection. The enclosure must appear to be an integrated part of the house.

3.6. A guesthouse may be permitted with approval of the Committee.

3.7 In some cases the Developer may impose more restrictive design elements on certain Lots or in certain Phases.

4. EXTERIOR MATERIALS

4.1. All exterior materials, except for the roof, shall be stucco, stone, approved simulated stone, synthetic plaster finish system, dark bronze metal, copper, or a combination thereof. The use of aluminum or vinyl siding, brick, plywood, pressed board, cinder block, and similar types of siding, as exterior finishing materials, is specifically prohibited. Other metal may not be used unless approved by the Committee in writing.

4.2. No reflective finishes (other than non-mirrored glass) shall be used on exterior surfaces.

5. ROOF/ROOFING

5.1. All sloped roofs shall be covered with clay tile, slate, concrete tile, or copper, and be conventional hip or gable. All soffits, eaves, and parapets must be finished with stucco, precast concrete, or other approved synthetic hard coat finish. All flat roof finish material must have the prior approval of the Committee and should match as closely as possible the color of the exterior of the structure. The finish material must also match approved colors and be surrounded by a parapet. All tile must be of a flat design or Malibu style "S" tile, which is 2^{1/8}" high. No roof tile higher than 2^{1/8}" will be allowed. No Spanish or Barrel tile will be allowed.

5.2. The sloped roof over each house shall maintain at least a three-to-twelve pitch. The maximum slope is not to exceed five-to-twelve pitch.

5.3. Metal flues, vents, chimney caps, or similar items shall be finished to color match the nearest adjacent material. It is highly encouraged (but not mandatory) to consolidate all roof mechanical protrusions into a single area (or two) and conceal them within a false chimney or other architectural element compatible in color with the house.

5.4. Gable roof design shall be considered by the Committee on a case-by-case basis and shall be reviewed under the following criteria:

- A. Whether the proposed Improvement would unreasonably obstruct the view from adjoining properties or unreasonably interfere with neighboring owners' enjoyment of their respective properties.
- B. Whether the proposed design is generally consistent and/or compatible with the design of other existing structures throughout Stone Cliff.
- C. The Committee has sole and exclusive discretion to determine what is an unreasonable obstruction or interference.

5.5. Mixing of different colored roofing material, or two-toned roofing material, shall be prohibited, except as may be approved on a case-by-case basis by the Committee.

5.6 All flat roofs must use the following material/color: 60- mil, desert tan or equivalent, TPO membrane or equivalent. This shall not apply to homes built before April 2012. No white TPO material will be allowed either in new construction or a refurbished roof.

6. DWELLING SIZE

6.1. A minimum and maximum square footage size for each house shall be established by the Committee. The minimum and maximum size shall be established on a case by case basis by the Committee so that no house is built to a size that would detract from Stone Cliff as a whole or the houses located in its vicinity. Both maximum and minimum sizes will vary depending on site area, site location, and the unique features of each site and house. With the exception of houses in Hidden Canyon and Paragon Cove at Stone Cliff, the minimum and maximum square footages allowed for a house shall in no event be less than 2200 square feet on the main level, unless it has a walk out basement, then it shall be no

less than 1800 square feet on the main level. Sizes of houses at Hidden Canyon and Paragon Cove at Stone Cliff shall be governed by the sizes approved individually as part of such Planned Unit Development approval.

6.2. Design guidelines for the various plat maps of each phase of Stone Cliff may contain the specifications for minimum house square footage. For a level to be considered a “main level” the level must be at street level and totally visible above ground from the street providing principle access to the house. A basement shall not be considered in determining the square footage of the main level in any house.

7. HEIGHT LIMITATIONS

7.1. “Lot Front” as used herein shall mean and refer to the side of the Lot which faces the adjacent street, or if a corner Lot, the side of the Lot which faces an adjacent street and which is or will be most fully faced by the front of the house to be constructed on the Lot. “Highest corner on the Lot Front” shall mean whichever of the two extreme ends of the top of curb on the Lot Front is higher in elevation.

7.2. All lots shall be developer prepared lots for purposes of height limits. Base elevation shall be determined by the inspection of a Committee member.

7.3. “Top of the house” as used herein shall mean and refer to the highest point of elevation of any part of the proposed residential structure, including garage and any approved outbuildings. This provision shall not apply to chimney structures of which the size, height and location must be approved by the Committee and may be restricted or prohibited in the discretion of the Committee if the size, height or location would unreasonably interfere with the views of property and/or houses situated up grade.

7.4. As measured from the vertical distance from the Base Elevation Point to the top of the house as each are defined herein, no dwelling shall be erected to a height of less than twelve feet (12’) nor more than twenty-five feet (25’); except that for dwellings constructed in any phase of Paragon Cove at Stone Cliff, no dwelling shall be erected to a height of less than twelve feet (12’) nor more than sixteen feet (16’). Building height limitations shall be as documented with the County Recorder. One or more front or side elevation drawings accurately reflecting and clearly indicating the elevation of both the Base Elevation Point and the top of the house, as well as the vertical distance between them, shall be submitted to the Committee as part of the completed plans required hereunder. Two story houses in any phase of Stone Cliff are addressed in paragraph 7.6 below.

7.5. All variation in slope and change in the original elevations or a Lot, or any part thereof, must be retained within the boundaries of said Lot, so that, among other things, (a) no adjoining landowner will be required to retain any slope due to cuts or changes in the elevation of an adjoining Lot by such adjoining Lot owner, and (b) the changes in slope will not change the direction or flow of run-off water so as to adversely affect such adjoining property.

7.6. "Two story house" is to be understood according to its plain and ordinary meaning as a residence with two distinctly visible levels as viewed from the front. Two story houses shall not be allowed. Single story plans with full walkout basements are permitted unless five (5) or more vertical feet of said basement above the grade is visible along the entire front of the house. “Front of the house” means that portion of the house generally including the front entrance, but in any event the “front of the house” will be determined by the Committee for purposes of this provision.

8. GARAGES/DRIVEWAYS

8.1. Each house in Stone Cliff shall have an enclosed garage which is sized to handle not less than three conventionally sized vehicles unless otherwise approved by the Committee. Said garage may either be attached to or detached from the house. It is encouraged to have garages oriented with openings away from streets. A limited amount of temporary on street guest parking only will be allowed, but no overnight parking on streets shall be permitted. Recreational vehicle parking will not be allowed, unless within an enclosed garage. Recreational vehicle shall mean all watercraft, travel trailers, campers, camper shells, tent trailers, motor homes, snowmobiles, all-terrain vehicles, off-highway vehicles, dune buggies, transport trailers, and devices similar to any of the foregoing.

8.2. Every garage shall be serviced by a driveway which shall be a minimum width of not less than ten feet (10').

8.3. The driveway on any Lot must be constructed of concrete or pavers and placed on properly compacted granular fill. No dirt, asphalt, or gravel driveways will be permitted.

8.4. All construction related to the installation of a driveway must be completed prior to, or simultaneously with, the occupancy of the house. It is the Owner's responsibility to keep driveways in reasonable repair.

8.5. Driveways must be of a sufficiently gentle slope so they are not a hazard to the neighboring homes, yards, persons, or vehicles on the street. They must be constructed in such a way that they cause no problem related to water run-off for the Owner, neighbors, adjoining properties or any municipal road department.

9. SURVEY

A certified survey must be submitted to the Committee prior to excavation or site plans shall indicate property boundaries, benchmarks, floor elevations, and utilities.

10. SETBACKS FOR DWELLINGS

10.1 *Residential lots.* For the purpose of determining setback distances on residential lots, open porches, eaves, and steps shall not be considered to be part of the house. Setback requirements for each residential lot in Stone Cliff are as follows:

FRONT:	30 feet from the back of the curb.
SIDE STREET:	30 feet from the back of the curb.
SIDE YARD:	10 feet minimum on each side.
REAR LINE:	20 feet minimum.

Setback requirements for each residential lot in Paragon Cove are as follows:

FRONT:	10 feet from the back of the curb to dwelling.
FRONT:	20 feet minimum from back of sidewalk (curb where no sidewalk) to garages.
SIDE YARD:	5 feet minimum on each side.
REAR LINE:	5 feet minimum.

10.2 *Exception for Stone Cliff – Phase 8.* Due to dramatically declining elevations on the non-street side of Lots 801 through 810, Stone Cliff – Phase 8, which affect the practical buildable space on these Lots, said Lots are excepted from the otherwise generally applicable setback requirements. The setback requirements for the identified Lots are as follows:

FRONT: 20 feet from the back of the curb.
SIDE STREET: 20 feet from the back of the curb.
SIDE YARD: 8 feet minimum on each side.
REAR LINE: 10 feet minimum.

10.3 *Exception for Stone Cliff – Phase 10, 11.* The setback requirements for Stone Cliff phases 10 and 11 are as follows:

FRONT: 25 feet from the back of the curb.
SIDE YARD: 10 feet minimum on each side.
REAR LINE: 10 feet minimum.

10.4 *Exception for Stone Cliff – Phase 12.* The setback requirements for Stone Cliff phase 12 are as follows:

FRONT: 25 feet from the back of the curb.
SIDE YARD: 10 feet minimum on each side.
REAR LINE: 100 feet from ridge line

10.5 *Exception for Stone Cliff – Phase 13.* The setback requirements for Stone Cliff phase 13 are as follows:

FRONT: 20 feet from the back of the curb.
SIDE YARD: 10 feet minimum on each side.
REAR LINE: 10 feet minimum.

10.6 *Exception for Stone Cliff – Phase 14.* The setback requirements for Stone Cliff phase 14 are as follows:

FRONT BUILDING: 10 feet from the back of the curb.
GARAGE: 20 feet from the back of the curb.
SIDE YARD: 10 feet and 8 feet minimum on each side.
REAR LINE: 10 feet minimum.

10.7 *Exception for Stone Cliff – Phase 15, 16A, 16B, 17.* The setback requirements for Stone Cliff phases 15, 16A, 16B, and 17 are as follows:

FRONT BUILDING: 10 feet from the back of the curb.
GARAGE: 20 feet from the back of the curb.
SIDE YARD: 8 feet minimum on each side.
REAR LINE: 10 feet minimum.

10.8 *General Exceptions*. Setback distances may be altered in supplemental declarations for phase 18 and for Townhome Projects. The setback distances shall be determined by St. George City Ordinance or separate restrictive covenant.

11. WALLS/FENCING

11.1. Prior to the installation of any wall/fence on any Lot, a site plan showing the proposed location, height, colors, and materials, and the landscaping which may be used to screen it, must be submitted to and approved by the Committee.

11.2. No wall/fence shall be erected on any Lot closer than 10 feet to the back of any street curb. The Owner of the wall/fence shall be responsible for maintaining the land area between the wall/fence and the Lot property line and/or the back of any curb or street.

11.3. Finished walls and fences must be constructed of stucco, stone, dark bronze metal, or wrought iron. No wood, brick, un-stuccoed block, vinyl, plastic, or chain-link fencing will be allowed.

11.4. The requirements of 2.5 of the Guidelines must also be satisfied.

11.5. Construction of walls between neighbors needs to be coordinated so it is done appropriately.

11.6 Hidden Canyon: The Hidden Canyon portion of the Stone Cliff Development is a planned unit townhome development tract also know as Stone Cliff Townhomes. The townhomes in Hidden Canyon are clustered together and lie in close proximity to one another, often not separated by more than six to ten feet. The close proximity of the townhomes creates special circumstances, particularly in relation to architectural controls and preservation of open spaces created by natural features and landscaping installed during initial construction of the townhomes. Specifically, the continuous lawn area spanning the rear yards and appurtenant Common Areas behind the townhomes on Lots 18 - 25 has created an unobstructed open space area which is aesthetically pleasing and which the Board of the Stone Cliff Homeowners Association, Inc. has determined that it is in the best interest of the Association to maintain as an open space area, unobstructed by fences or other structures. A similar open space area is not shared by any other of the Lots in Hidden Canyon as a majority of the rear yard area of the other Lots in Hidden Canyon face boulder bluffs. Thus, to maintain and preserve the open space lawn area at the rear of Lots 18 - 25, no fences, structures, trees or shrubs shall be constructed in the rear yard areas by Owners, including the appurtenant rear yard Common Areas, except that existing patio areas may be enclosed by a fence of the type, material and height approved by the Committee in writing. This provision is consistent with the historic treatment of this lawn area and the precedence set in not approving fences to obstruct this lawn area.

12. ACCESSORY BUILDINGS AND STRUCTURES

All accessory structures, whether built in conjunction with a new house or upon a Lot having an existing house, must be approved by the Committee through the application process prior to commencement of construction. Site plans submitted for such purpose must include, among other appropriate information, the location, dimensions, and height of all proposed accessory buildings/structures, a description of the location and type of any special lighting required, and the setbacks from property lines. Submissions shall also include information regarding the color, quality, and architectural style of the structure, which in all cases shall be subject to approval by the Committee and shall harmonize as much as possible with the

principal structure on the lot as well as with the surrounding neighborhood. Placement of any such accessory structure shall be done in such a way as to minimize the blockage of views by adjoining property or properties in close proximity. These requirements shall apply to the following improvements and/or any similar structures:

- guest houses;
- sports courts;
- basketball courts or other facilities for recreation;
- tennis courts;
- swimming pools, including dressing rooms and related pool equipment buildings;
- waterfalls and fountains;
- gazebos;
- Jacuzzi pools;
- playground equipment;
- detached storage sheds, tool sheds; and
- play houses.

No lighting or fencing will be permitted on sports courts in Paragon Cove or interior Stone Cliff lots and walls may be required around the lot. Sport courts must be earth tones in color and will be reviewed and approved on a case-by-case basis. Allowance of a sport court is at the sole discretion of the Committee.

13. LANDSCAPING

13.1. All lots shall be landscaped with lawn, trees, shrubs, or suitable ground cover, so as to be visually attractive and harmonious with the project and neighboring properties. Each Owner shall install an underground sprinkling system to provide adequate water to maintain all lawn and planted areas.

13.2. Each Lot is to be graded and landscaped in a manner that will keep water runoff from adversely affecting adjoining properties.

13.3. Each newly landscaped yard shall have a minimum of five trees with each tree having a height of at least five feet and at least a 1" caliper. No pine trees are permitted to be planted starting in 2014. All landscaping for all lots must be completed within four (4) months from the sooner to occur of either completion or occupancy of the house. Landscaping is not deemed complete until the front, back and side yards are landscaped, including the sprinkling system. Rock wall tiers shall be landscaped with rock or plants, and maintained by owner.

13.4 The builder or owner of houses built for speculation must guarantee in writing that the landscaping will be completed within the required term of four months before any plans for such a house will be approved. A house shall be considered to be built for speculation if it is intended to be, or actually is, held out for sale by a listing agent or by the Owner prior to or within 60 days of completion, whether the Owner occupies the house or not. If an Owner fails to complete landscaping as required, the Owner's entire application deposit shall be forfeited. Furthermore, the Committee shall have the power to commence an action to compel completion of the landscaping, and the Owner shall be responsible for the payment of all costs and attorneys' fees expended by the Committee or Association in bringing and prosecuting such an action upon a result in the Committee's favor.

13.5. A yard sculpture, fountain, or other non-seasonal display must have prior written approval of the Committee before installation. Exterior permanent holiday lights must be approved by the committee and may only be illuminated during the seasonal time frame as stated in LIGHTING.

13.6. Artificial turf is allowed, as long as the Committee determines on a case-by-case basis that it does not detract from the appearance of the house or the surrounding neighborhood.

13.7 If the main corridor view from any home is disturbed by neighboring lot landscaping, the owner of that home can submit a complaint and that landscaping may be subject to trimming or removal after review by and at the full discretion of the ARC and the Board of Directors.

14. LIGHTING

Owners are encouraged to use exterior or landscape lighting to enhance their residence and yard. Stone Cliff's primary goal for lighting is to preserve the ambiance of the nighttime desert sky. Hence, exterior lighting shall be minimal and of a low intensity. It is the objective of Stone Cliff lighting guidelines that each resident may enjoy his or her view of the surrounding scenery including the lights of the city and evening sky at night.

The primary function of general lighting (separate from landscape lighting) is to provide light for normal use of premises and for public health and safety. General lighting shall be installed only in the areas that are primarily required for use on an everyday basis and for the normal function of a home. Examples of this type of lighting include porch, patio, porte-cochere, and service area. General lighting shall not be in abundance. Light sources shall be localized, carefully placed and directed such that it will neither flood any adjacent lots or common area nor will the source be visible from neighboring properties. As much as possible the lighting fixtures shall be recessed or physically integrated into the part of the structure it is on. All outdoor lighting shall be subject to approval by the Architectural Review Committee (the "Committee").

To ensure minimum light pollution, reduce glare, and minimize light trespass onto neighboring properties - exterior lighting is to be directed downward and recessed or shielded so that:

1. the opening for the light is directed down and fixed in that position, not sideways; and
2. the lighting source is hidden from view from off the property by the fixture design or by building structures such as fascia on an eave, walls, pillars, etc.; or
3. the lighting fixture includes a device or feature such as vanes, louvers, fins, etc., that directs the light downward and further shields the light source.

Colored lighting shall not be permitted. No lighting shall be permitted outside of the Building Envelope except for the driveway, the entry walk, driveway post and limited landscape lights.

No outdoor lighting shall be permitted except for lighting that is designed to limit the field and glare of light to the confines of the Lot on which it is installed. Only indirect, low-level lighting is permitted, and any coach type light fixture can only have bulbs of 25 watts and preferably soft yellow in color. No lighting which causes glare, discomfort, or disrupts the visual environment of, or impairs the view from, neighboring residences and yards, is permitted. Low voltage lighting is encouraged, and low wattage bulbs are required, for any other type of outdoor lighting. "Low wattage" shall be defined as needed by the Committee or Board, taking into account the location, elevation, surrounding residences, and environment of each Lot. No exposed bulb shall be allowed to cause undue glare, which shall be determined at the discretion of the Committee or Board of Trustees.

It is recommended that security lighting be activated by motion sensors, on for no more than 15 minutes, and located where such lighting does not come on frequently due to regular outdoor traffic or activity. The height of any light in a sport court cannot exceed 16 feet and should only be used when the court is in use.

Seasonal displays, such as Christmas or Halloween lights, are only permitted for specific time frames which the Committee may establish by Resolution. Christmas and Halloween lights may be up from October 1st through January 15th. Lights may only be illuminated:

- Halloween – 10 days before to Halloween night
- Thanksgiving – 10 days before to the Sunday after
- Christmas and Hanukkah holiday lights – Thanksgiving Day to January 15

Special event lighting for a one-day event must have prior approval by the Committee. Such lighting may be temporarily installed no sooner than one week prior to the event and must be removed within one week after the event. Any additional fixtures installed to accompany and/or support such lighting shall also be subject to ARC approval and shall also be temporary in nature and be removed in conjunction with the temporary lighting. Special event lighting may only be illuminated on the date of the event.

All lighting is subject to conditional approval of the Committee and that approval may be revoked at any time should the proposed lighting be deemed intrusive and/or not harmonious with the community (e.g., strobing, excessive intensity, etc.).

Violation of this Section 14, as with all of the requirements contained in the Design Guidelines, is subject to a fine in accordance with the schedule of fines set forth in the Rules and Regulations. The Architectural Review Committee is available and willing to assist all residents with proper guidance and assistance in their interpretation of the lighting amendment. All outdoor lighting shall be subject to approval by the Architectural Review Committee.

15. MECHANICAL EQUIPMENT

No satellite dish or antenna exposed to view from the street or streets abutting the Lot will be allowed if any acceptable quality signal can be obtained on another portion of the Lot.

Air conditioning, pool, and other equipment should be placed appropriately so as not to be seen or heard by neighbors as much as possible. Mechanical equipment shall not be placed on the roof.

16. CONSTRUCTION & EXCAVATION

The following construction regulations shall be enforced during the construction period. These regulations shall be made a part of the construction contract documents specifications for each Improvement on a Lot, and all builders, Owners and other persons working on the Improvement shall be bound by these regulations. Any violation by a builder shall also be deemed to be a violation by the Owner of the Lot.

16.1. Prior to commencing construction or undertaking excavation on any Lot, the contractor must meet with the Committee to review construction procedures and coordinate his proposed activities. The builder must coordinate with a Committee member to verify the way point for height limitations utilizing proper engineering verification methods.

16.2. The Committee shall not be responsible to enforce government requirements. The Owner and builder shall comply with all government requirements.

16.3. Owners and builders shall clean up all trash and debris on the construction site at the end of each day. Lightweight material, packaging, and other items shall be covered or weighted down to prevent wind from blowing such materials off the Lot. Owners and builders are prohibited from dumping, burying or burning trash anywhere on the Lot or in Stone Cliff, except in areas, if any, expressly designated by the Committee. Both prior to and during the construction period, each site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore, or affecting other Lots and any Common Areas. Any clean-up cost incurred by the Committee or the Association in enforcing these requirements will be billed to the Owner. Dirt, mud or debris resulting from activity on each site shall be promptly removed from public or private roads, Common Areas and driveways or other portions of Stone Cliff. If this requirement is not complied with by the Owner or the builders in the Owner's employ, the Committee shall notify the Owner to remedy the condition. If, upon the expiration of seven (7) calendar days from the date of such notification, the Owner shall have failed to remedy such noncompliance, the Committee shall so notify the Owner, and the Owner shall forfeit the entire application deposit made hereunder. The Committee may also take any action to correct the non-compliance as is provided for in the Guidelines or the Restrictive Covenants, and the Owner shall be responsible for the payment of all costs and attorneys' fees incurred in any enforcement action taken by the Committee.

16.4. Each Owner and builder shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets or similar temporary toilet facilities shall be located only on the Lot.

16.5. Construction crews shall not park on, or otherwise use, other Lots or any Common Areas or open spaces in Stone Cliff. Vehicles and machinery shall be parked only in areas designated by the Committee.

16.6. Damage and scarring to adjacent property is prohibited.

16.7. Cleaning by concrete suppliers and contractors of their equipment shall be done on-site and not on any adjacent property to that being improved, and any waste materials including concrete tailings shall be removed by the builder upon completion of improvements.

16.8. The following practices are expressly prohibited:

- Changing oil of any vehicle or equipment on the Lot.
- Removing any rocks, plant material, topsoil, or similar items from any property of others.
- Discharging any type of firearms on the property.
- Use of alcohol and illegal drugs.
- No pets, particularly dogs, may be brought onto the Stone Cliff property by contractors.

16.9. The builder shall be responsible for controlling dust and noise from the construction site.

16.10. No construction activities are allowed on Sundays or on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day, except in the case of emergencies. No construction activities are allowed before 6:00 a.m. nor after 7:00 p.m. except during winter months when work may not commence before 7:00 a.m. Builders may request a variance for necessary concrete pours.

16.11. During the workday, unnecessary noise on construction sites, such as the operation of radios, stereos, boom boxes, or similar electronic device at a loud volume, is prohibited.

16.12. The street may not be used as a work site.

17. FOOTINGS/FOUNDATIONS

17.1. Wood foundations are prohibited.

17.2. Subject to local building code regulation, all exterior wall materials (stucco, etc.) must be finished down to the final lot grade, entirely covering any concrete exposed above final grade, thereby eliminating unfinished foundation walls.

18. MATERIALS ON SITE

18.1. Prior to the start of construction, a dumpster shall be placed on the building Lot for all refuse accumulated from the construction project. Dumpsters must not be placed on the street, except where there is no practical location to place a dumpster on the Lot.

18.2. During the period of construction of any dwelling, no materials may be stored on any roadway or in any easement areas. No material which represents a safety hazard to the general public may be stored on a Lot.

18.3. During construction the Owner or contractor shall take all necessary actions to ensure that the streets are kept clean of debris, mud, dirt and rock.

18.4. The builder may, with written approval from an adjoining property Owner, place the dumpster on that adjoining property.

19. VARIANCES

19.1. Where circumstances warrant, the Committee may, by majority vote of its members, recommend to the Board of Directors reasonable variances to any of these provisions. Any request for variances must be submitted in writing to the Committee, along with any technical data available that is applicable to the request. The Board of Directors ultimately determines approval of all variances.

19.2. The Committee will not recommend a variance unless all of the following circumstances are found to exist:

- (a) Enforcement of the Guidelines would impose an unusual or unique design limitation upon the Owner's Lot.
- (b) If the variance were granted, it would not substantially or materially detract from the character and ambiance of Stone Cliff, as contemplated by the Restrictive Covenants and these Guidelines.
- (c) If the variance were granted, it would not create, in the sole and exclusive discretion of the Committee, a significant negative impact on Lot Owners in the neighborhood.

19.3 Appeal of Committee denial of variance. Decisions of the Committee denying a variance may be appealed to the Board for a final decision by the Owner or any aggrieved Lot Owner. A decision of the Board may override any and previous decisions of the Committee, including those within the sole discretion of the Committee. Appeals must be made in writing within thirty (30) days of the date of the Committee's denial. Upon receipt of an appeal, the Board may schedule a meeting to consider the appeal within thirty (30) days of its receipt of the appeal, or it may schedule its consideration of the appeal at a Board meeting already scheduled within the thirty (30) day time period. The information provided to the Board at the time of appeal must include at least the following:

- The plans, specifications, or other information initially provided to the Committee when the variance was originally requested;
- A record of the Committee's decision or written statement accurately reflecting the decision of the Committee;
- Any other information the Owner deems relevant to the Board's consideration of the variance.

The Board may decide whether to grant or deny the variance appeal at the time of the meeting at which it considers the appeal, or it may decide within a reasonable time after the meeting takes place, but in case shall the Board delay its decision past the end of the original sixty (60) day time limit for scheduling of the appeal. Decisions of the Board with respect to variance requests are final.

19.4 No substantial exterior changes from the approved plans will be allowed without resubmission of plans.

20. OCCUPANCY

A certificate of occupancy from the City of St George is required before moving into a new house.

21. GENERAL

21.1 Homeowners are required to keep their lots maintained at all times.

21.2 Remodeling, including exterior painting, must conform to these Guidelines. Construction of any exterior addition to an existing house must be approved in advance by the Committee, in accordance with these Guidelines.

21.3 These Guidelines are intended to be the minimum building requirements at Stone Cliff. As new products and materials become available that meet or exceed these requirements, they may be accepted by the Committee and those Guidelines may be amended.

21.4 All construction must be undertaken and completed according to the codes and ordinances adopted by the City of St George.

21.5 As used in the Guidelines "Developer" shall mean the same as the Declarant, including the Declarant's assigns, as defined in the Restrictive Covenants.

21.6 All approvals must be in writing or it is not deemed granted.

THE ABOVE DESIGN GUIDELINES WERE DULY
ADOPTED BY THE STONE CLIFF OWNERS ASSOCIATION
BOARD OF DIRECTORS ON THE 3rd DAY OF NOVEMBER, 2023.

ATTEST:

SECRETARY

STONE CLIFF OWNERS ASSOCIATION, INC.

NEW CONSTRUCTION CHECKLIST

All of the following items must be turned in to the Stone Cliff Architectural Review Committee in order for any plans for new construction to be considered for approval:

- 2 sets of complete plans, showing all setbacks, heights, screened mechanical equipment, and location for screened trash bins
- Plot layout
- 2 sets of completed landscape plan with a detailed plant list showing as much detail as possible (concept, plants, rock color, etc.)
- Check all survey points to make sure the house is located properly. If you can't find survey stakes, a survey will be required.
- Labeled samples for the following colors:
 - Roof tile/membrane
 - Stucco
 - Stone
 - Exterior metal (if applicable)
- Completed Stone Cliff new construction application signed by owner and builder
- Impact fee made payable to "Stone Cliff HOA" ○
 - \$2,500 for preferred builders
 - \$4,500 for potential preferred builders
- Concrete Washout Pit fee made payable to "Pure Style Construction" for \$250
- Contact name and phone number for inspections
- Proof of bonding and/or insurance and business license for builder

ALL items must be delivered to PMP Management before a review meeting will be scheduled.

PMP Management
169 W 2710 S Circle, Suite 202 A St. George, UT 84790
(435) 287-3061
Care@PMPmanage.com

STONE CLIFF OWNERS ASSOCIATION, INC.
(A Utah Non-profit Corporation)

APPLICATION FOR APPROVAL OF NEW CONSTRUCTION

DATE: _____

This Application is for

Lot Number _____

Phase _____

OWNER NAME

DAYTIME TELEPHONE

ADDRESS

EVENING TELEPHONE

CITY

STATE

ZIP CODE

EMAIL

GENERAL CONTRACTOR NAME

BUSINESS TELEPHONE

ADDRESS

CELLULAR TELEPHONE

CITY

STATE

ZIP CODE

EMAIL

UTAH CONTRACTOR LICENSE NUMBER

IS CONTRACTOR ON THE STONE CLIFF PREFERRED BUILDER LIST (check one)? YES NO

*Applicable impact fee must be submitted with this application.

*****ALL REQUIRED ITEMS MUST BE SUBMITTED WITH THIS APPLICATION (see checklist) BEFORE A MEETING TO REVIEW WILL BE SCHEDULED*****

Please provide the following information about the proposed structure. By signing this Application you certify your understanding that an omission or misrepresentation of any of the following may result in denial of your Application or a delay of the approval process:

Setback of structure from street: _____ Setback of structure in side yards: _____

Allowed building height: _____ Actual building height: _____

Roof pitch of structure: _____

Roofing materials and color: _____

Exterior materials and color: _____

Metal on exterior? Y N If yes, color _____ Window trim color: _____

Starting construction date _____ Approximate completion date _____

Owner's Initials: _____ Builder's Initials: _____

THIS VERSION EFFECTIVE 06/30/23

Initial here that you understand the lighting guidelines (no outward lighting) Applicant _____ Builder _____

Explanatory notes: _____

Site plan submitted with this application must be drawn to scale and accurately depict the proposed new residence and/or any accessory buildings, their dimensions (including height), placement on lot, location of driveway, height and location of any walls to be constructed, retaining or otherwise, and all setbacks from lot lines, including any other information customarily included. A landscaping plan must also be submitted now.

By signing this Application I acknowledge and represent that:

1. I am signing this Application for good and valuable consideration consisting of the opportunity to have my Application for Approval of New House or Improvement evaluated on its merits by the Stone Cliff Architectural Review Committee (the "Committee").
2. I have read and understand the conditions and declarations set forth in the Declaration of Covenants, Conditions, and Restrictions of Stone Cliff and the Design Guidelines, including the Guidelines for the Application for Approval of New Construction.
3. I have deposited the appropriate fee with the Committee.
4. I know that the approval of this Application, if granted, is based upon the representations and assurances given in the Application. I agree that the structures proposed will be constructed in strict accordance with the plans and specifications as approved. I know that any variance from these plans, including but not limited to the selection of exterior styles, materials and color(s), will void my approval.
5. I agree that any subsequent change to the plans and specifications must first be submitted to the Committee for written approval before such change is implemented.
6. I agree that construction of the proposed unit will be completed within one (1) year of the time such construction is commenced, and commencement thereof shall occur promptly. The landscaping for the unit, including sprinkler system, shall be completed within four (4) months of the sooner to occur of completion or occupancy of the living unit.
7. I agree to install sidewalks in front of this home if the Master Plan shows that sidewalks are to be placed there.
8. I agree that if I am permitted to begin work on any aspect of new construction prior to the approval of a landscape plan, I must return to submit and have approved by the Committee any changes prior to commencing work on requested changes.
9. I understand that in the event I breach any term or condition of this Application, the Committee and the Stone Cliff Owners Association (the "Association") will be entitled to any remedy provided for in this Application, as well as any other remedy provided for at law or equity to enforce compliance with the terms and conditions of this Application.
10. I understand that in the event of such a violation or breach, I will forfeit any right to return of my deposit and/or application fees, in addition to any other remedies available to the Committee and Association.
11. I accept liability for and agree to indemnify the Association and/or the Committee for any attorneys fees or costs incurred by them in connection with my failure to comply with the terms and assurances in the Application or with the conditions for approval placed on my approval as determined by the Committee.
12. Gate entry stickers must be checked out at Security. Any unreturned stickers will be a charge of \$80 per sticker taken out of the impact fee or charged to the owner (if no impact fee remaining).

Property Owner (s) or Owner's Authorized Agent Acknowledgment:

Signature: _____ Date: _____

Builder's Acknowledgement:

Signature: _____ Date: _____

(If the contact person is an agent or someone other than the owner, please indicate appropriate explanatory/contact information.)

STONE CLIFF OWNERS ASSOCIATION
Architectural Review/Approval Application

This application is for the following (please check one):

- New Construction (for new homes please use builder application)
- Additions, Remodeling, Alterations or Other Modification to Lot or Structure
- Additions, Alterations or Other Modifications to Landscaping
- Maintenance – fee may be waived by ARC

**If required, building permits must be obtained from the appropriate agency before construction begins.*

Applicant (Property Owner) Name _____

Property Address _____ Stone Cliff Lot # _____

Applicant Address _____ Phone _____

Person/Company Completing Work _____ Phone _____

Work will be commence _____ and be completed approximately _____

Please give a brief description of the desired improvement(s):

**Please attach a diagram of the desired improvement including its location on your lot or structure.*

The undersigned, as property owner or authorized agent, hereby declares that all submittals are accurate, that they conform to Stone Cliff Owners Association governing documents and the information noted on page 2 of this application, and that no deviations will take place without the Architectural Review Committee's prior approval.

Signature of Owner or Authorized Agent

Date

Architectural Review Committee Section

Date application and plans received ____/____/____

APPROVED DISAPPROVED APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

Signature of Authorized ARC Representative

Date

In accordance with the Stone Cliff Owners Association covenants, easements, charges, and liens ("declaration") and the association's rules and regulations, I request your consent to make changes, alterations, renovations, additions and/or removals to my home and understand the following:

1. No work or commitment of work will be made by me until I have received written approval from the association.
2. All work will be done at my expense and all future upkeep will remain at my expense.
3. All work will be done expeditiously once commenced and will be done in a good workmanlike manner by myself or a contractor.
4. All work will be performed at a time and in a manner to minimize interference and inconvenience to other unit owners.
5. I assume all liability and will be responsible for all damage and/or injury which may result from performance of this work.
6. I will be responsible for the conduct of all persons, agents, contractors, and employees who are connected with this work.
7. I will be responsible for complying with, and will comply with, all applicable federal, state, and local laws; codes; regulations; and requirements in connection with this work, and I will obtain any necessary governmental permits and approvals for the work. I understand and agree that the Stone Cliff Homeowners Association, its board of directors, its agent and the committee have no responsibility with respect to such compliance and that the board of directors' or its designated committee's approval of this request shall not be understood as the making of any representation or warranty that the plans, specifications, or work comply with any law, code, regulation, or governmental requirement.
8. I understand that a decision by the committee is not final and that the board of directors may reverse or modify a decision by the committee upon the written application of any owner made to the board of directors within ten (10) days after the committee makes its recommendation.
9. If work does not commence within 90 days or is not completed within 6 months, I understand I must re-submit this project to the committee.
10. A \$500 fee/deposit must accompany this application for all applications that require inspection (as determined by the ARC); \$100 is non-refundable. If the ARC determines this is a full-scale remodel, the new construction deposit will be applicable and must be submitted before approval will be given.
11. If I wish to use the developer's concrete washout pit, a check made payable to Pure Style Construction for \$250 must be submitted.

FOR OFFICE USE ONLY:

Rec'd by _____

Fee/Deposit Received: Date ___/___/___

Amount: \$500 Other \$ _____

Ck# _____

Ck from _____

STONE CLIFF OWNERS ASSOCIATION, INC.

PLAN REVIEW CHECKLIST

Lot _____

- Setbacks (front, rear, side)
- Height
 - Lot type:
- Roof Pitch
- Dwelling size
- Lighting
- Window Trim
- Walls/Fencing
- Colors:
 - Roof tile/membrane
 - Stucco
 - Stone
 - Metal
- Landscape plan / plant list
 - No pine trees
 - Gravel color
- Sidewalks required
- Mechanical Equipment
- Trash cans screened area
- Completed Stone Cliff new construction application signed by owner and builder
- Fees received
 - \$2,500 for preferred builders / \$4,500 for potential preferred builders
 - \$250 to Traveller for concrete pit
- Contact name and phone number for inspections
- Proof of bonding and/or insurance and business license for builder