

*Declaration of*  
*Guidelines*  
*for the Preserve at English Mountain*



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## **1. The Design Philosophy**

*The Preserve at English Mountain is a unique landscape, with dramatic topography, and uninterrupted views of the Great Smoky Mountains. The intent of the design guidelines is to protect and preserve this valuable asset through good site planning and appropriate design. The guidelines will provide a basis for building successfully in this environment.*

*The design of each dwelling must respond to the unique features of each homesite. Each design will begin with a thorough site evaluation to understand the topography, viewsheds, sun angles, relationship to ridgelines and landscape. It is only after a complete understanding of the natural design constraints that a homesite owner and their architect or designer should begin the building and site design process. Preconceived designs for other environments will not be allowed without appropriate modification to fit a homesite.*

*An Architectural Review Process has been established pursuant to the Design Guidelines. Since the preservation of the environment in the Preserve is of primary concern, The Architectural Review Committee (the 'ARC') has been established and charged with the responsibility of ensuring that these principles are followed throughout all phases of development. For this reason, the Design review process has been established to be set in the following order:*

1. The Pre-Design Conference, during which each homesite Owner along with the Architect may review the topography, drainage, and vegetation of the homesite with their ideas with a representative of the ARC before any plans are prepared. It is required that this meeting takes place on site.
2. The Preliminary Submittal, at which time the ARC will review conceptual plans to ensure conformance with the Design Guidelines, before the Owner finalizes his/her design. This submittal must occur within 18 months of the Pre-Design Conference.
3. The Final Submittal, at which time the ARC will review final construction documents to confirm that they are consistent with the previously approved preliminary plans. The drawings can only be submitted to Sevier County for a building permit after this step is approved. This submittal needs to happen within 18 months of the Preliminary Submittal.
4. The Pre-Construction Conference, during which each builder will review the construction regulations with a representative of the ARC to ensure understanding of, and future compliance with, these regulations. The Owner's Construction Security Deposit must also be paid to the Preserve Conservancy prior to the commencement of construction.
5. The Final Inspection of the improvements by a representative of the ARC, to determine whether actual construction has been completed in strict compliance with the approved plans and Design Guidelines.

The Design Review Process was developed to provide adequate checkpoints throughout the design and development phases, so that time and money are not wasted on plans and designs which do not adhere to the Design Guidelines or to the overall principles of The Preserve, or which may be inappropriate or of improper configuration for their specific homesite setting. Therefore, it is extremely important that the design steps of the review process be followed in their entirety, and in correct sequence. This process is a proven and streamlined one and will not result in time delays, provided each Owner performs in the spirit with which the Design Guidelines are intended, namely, a site-sensitive approach to the development of his/her homesite.

It is required that an Owner retain a licensed architect for planning and design to provide the ability to communicate to the ARC the concept and design of a proposed residence or improvement. In some cases, the ARC may accept the submission by an unlicensed designer. This decision will be based on the quality of the individuals work, and must be approved before any submissions are made.

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

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

These Design Guidelines and the Design Review Process shall apply to all residential custom-home construction at the Preserve but shall not apply to utility or amenity structures, or residences built by the developer of the Preserve.

## **2 SITE PLANNING GUIDELINES**

*The climate, terrain and existing vegetation at Preserve are all important factors which must be considered in the design of any improvements to individual lots. It is the intent of the following guidelines to ensure environmentally sound and aesthetically pleasing development in the Preserve for the mutual benefit and enjoyment of all.*

### ***2.1 The Homesite Concept***

The homesite concept is a major component of the philosophy for site planning the individual lots. The homesite is that portion of each lot within which all improvements, including structures, decks, walks, landscape improvements, grading, fencing, and all mechanical equipment must be located, and is the only area of the lot where alterations of, or disturbance to, the natural landscape (other than supplemental planting of approved native vegetation with specific ARC approval) may occur. Each homesite area is designed to protect and preserve the natural landscape features of the lot. Limited encroachment outside of the prescribed homesite may only be considered for approval by the ARC where topography or vegetation constraints may warrant it. The ARC may, in its sole discretion, allow reconfiguration of the homesite. (See the illustrative graphic attached as Appendix A.)

### ***2.2 Site Work***

Every attempt should be made to balance cut and fill with minimal use of retaining walls and engineered building pads. Great care must be taken in designing the site improvements around the existing vegetation so the root system remains intact and that its supply of water is maintained. No trees are to be removed from a distance of 10' outside of the proposed building footprint without prior approval from the ARC.

### **2.3 Grading and Drainage**

Site grading and drainage must occur with minimum disruption to the homesite, without altering natural drainage patterns as runoff leaves the homesite, and without creating conditions that could lead to unnecessary soil erosion.

Surface drainage upon and across any homesite must be addressed through the implementation of sound construction and grading practices. Any improvement which creates an obstruction to surface flows resulting in a back-up of storm waters onto a neighboring homesite or tract is strictly prohibited.

Ground floor levels should be established at a vertical elevation such that the final placement of backfill, walks, drives, and porches will produce positive drainage away from the structure in all directions. The inclusion of foundation waterproofing and a perforated pipe foundation drainage system are recommended along uphill and sidehill foundation walls on hillside homesites.

Artificial terracing of sloped sites to create an engineered pad to accommodate a "flat homesite design" will not be allowed.

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

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

When cuts and fills are required, the slopes must meet the existing slope in that area. All cut or filled slopes must be revegetated. Refer to Section 4 Landscape Guidelines.

### **2.4 Access Drives**

Each homesite may be accessed by a single driveway or shared drive configured as appropriate to the topography and that will minimize disruption to the site. Access drives shall be located to preserve and avoid important natural features, such as large or significant plant materials, drainage ways, and rock outcroppings.

Except in the case of shared driveways which may be 16 feet in paved width, the graded or paved surface of an access drive shall not exceed 13 feet in width. Driveway surfaces are the only improvement allowed outside the building footprint with the exception of underground utilities servicing the homesite. The proposed driving surface of any driveway is subject to approval by the Committee. Driveways are encouraged to be pervious concrete, colored exposed aggregate concrete, pavers, bomonite, or other pattern

and texture methods. No uncolored concrete is permitted. Asphalt is allowed but must have edge material. A concrete or metal culvert pipe, shall be installed where necessary beneath each access driveway, between the road shoulder and the property line, unless otherwise approved by the Committee. The invert flowline of the pipe shall be aligned and sloped so that ditch/drainageway storm flows will continue smoothly and unimpeded beneath the driveway crossing. The exposed ends of the pipe shall be aesthetically finished with stone, boulders, landscaping if it cannot be hidden from view.

### **2.5 On-Site Parking**

Homeowners, who possess trucks, buses, motor homes, campers, boats, trailers, motorcycles, or any other motorized vehicle other than a conventional automobile, must store or park such vehicles within an enclosed garage so as to be hidden from view. Parking of a guest's motor home or other large recreational vehicles or buses not in a garage, is prohibited within the Preserve at all times, even for loading and unloading.

Short term on-street parking is permitted if it does not interrupt traffic flow. No on-street permanent parking is permitted.

### **2.6 Utilities**

Utility services are stubbed to the front property line of each homesite. Sewer, gas (if applicable), electricity, and telecommunications service locations are clustered (usually with those of one adjacent homesite) in a utility easement located adjacent to each homesite. The extension of services from these stub locations to the residence shall be the responsibility of each Owner, and shall be routed to minimize disruption to the natural landscape. Utility trenches need to take the most unobtrusive direct route available. For seeable reading, all utility water readouts shall be located in an easily accessible location on an exterior building wall or alternative specified by the ARC but shall be screened to prevent direct view from the street or adjacent lots.

All disturbed areas of the site must be restored to their natural condition as nearly as possible. Information regarding connection procedures and details regarding the telecommunications package for each homesite may be obtained by contacting a Preserve representative.

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

Each home is intended to be connected to technology utilities provided by The Preserve's telecommunications carrier, including telephone, cable television, telecommunication, security and other systems for sending and receiving data and /or other electronic signals and must meet or exceed the minimum residential wiring system standards established by the developer and on file with the ARC.

### **2.7 Walls and Fencing**

Site walls or fences must appear as a visual extension of the residence, using similar materials and finishes. In no case will site walls or fences be permitted to arbitrarily delineate the building envelope, although it is understood that such walls or fences may define pet runs or small yards, courtyards or terraces in close

proximity to the residence for the purpose of privacy. Privacy or screen walls may not encroach outside the building envelope. Fencing material must be of wood or stone. The use of Chainlink, or wire fencing is prohibited.

Structural retaining walls may not exceed natural or finish grade on the high side. Retaining walls may be constructed of cast concrete or concrete masonry units; however, all exposed surfaces and edges must be treated, so as to blend unobtrusively with its natural surroundings. Keystone or pre-manufactured retaining wall systems will not be approved.

### ***2.8 Outdoor Storage***

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

### ***2.9 Mechanical Equipment, Electrical Meters, and Gas Meters***

No roof mounted or wall mounted mechanical equipment will be permitted. Any exterior mechanical equipment utilized must be ground mounted adjacent to the residence, and hidden from view by walls of sufficient height to fully screen it and all electrical junction boxes. The equipment and enclosure must be contained within the building envelope. All electrical meters, gas meters, and irrigation meters must be screened from the street, golf course, and adjacent homesite with a wall of sufficient height. Contact the electric company for requirements concerning placement of the screen wall. Landscaping will not be considered as a method of screening.

### ***2.10 Storage Tanks***

All fuel tanks, water tanks or similar storage facilities must be shielded from view by walls or structure or installed underground.

### ***2.11 Antennae and Satellite Dishes***

No satellite dishes, television or radio aerials or antennas may be installed by homeowner. All connections will be provided in Communications Package.

### ***2.12 Signage and Address Identification***

All address identification will be standardized at the Preserve. A detail of the standard address identification numerals and color applicable to each homesite will be supplied by a Preserve representative. Conforming identification will then need to be installed at the homesite at the Owners expense according to the specifications and locations set forth in the detail.

No additional signage of any kind will be permitted, except temporary construction signs by each builder and directional signs provided by the developer. The location and size of real estate sale signs is regulated and will need to be approved by a Preserve representative prior to installation. No driveway markers may be installed.

**2.13 Lighting**

For the purposes of safety a low-level uniform street lighting scheme will be designed by the developer except where a higher level of lighting is required for public safety in the judgment of the County Engineer. For the purpose of maintaining a dark sky, no additional lighting (other than softly back-lit street address identification) may be installed by any Owner adjacent to the right-of-way. Additional site lighting is permitted within a building envelope, provided such lighting does not result in excessive glare toward the southern viewshed. All exterior lighting in Retention and Ridgeline Areas must be of a low level subdued intensity with the source of light fully shielded and directed downward, and is subject to approval by the ARC. No wall wash type of lighting is permitted. Security lighting must also comply with the shielding requirement and be connected to a timed motion detector, set to last no longer than one minute.

**2.14 Swimming Pools, Spas, or Hot Tubs**

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

**2.15 Play Structures**

Play structures, trampolines, swing sets, slides, or other such devices are allowed only when the application is made in advance with the ARC. Approval for such equipment may be granted when it is proposed to be placed within fenced, rear yard areas, is constructed and finished with materials which are complementary to the structure, is limited in height to eight feet or less, and for which the colors of the equipment are in keeping with the intent of these guidelines. Generally, timber and dark-colored, powder coated steel structural components are allowed, brightly colored finish materials are not.

**2.16 Planting**

Planting plans will be approved by the ARC. Refer to Chapter 4: Landscape Guidelines which includes approved plant list, prohibited plant list, and description of planting zones.

**2.17 Homesite Restrictions**

Except for compounds, resulting from the combined development of two or more lots, no more than one residence may be constructed on any lot. Other outbuildings such as detached garages may be constructed, provided they are a visual extension of the main residence. Such "complexes" are subject to approval by the ARC.

**2.18 Fire Prevention Thinning**

The Transitional Area of the homesite is that area within or without the building envelope where fire prevention thinning may be required by applicable fire prevention regulations. Refer to the firewise website at [www.firewise.org](http://www.firewise.org). Removal of the native vegetation down to raw earth for the purposes of fire prevention thinning is not allowed, except where otherwise required by Fire Department. If native vegetation is removed for fire prevention, it will need to be replaced by appropriate species as recommended by FIREWISE fire prevention and as approved by the ARC.

### **3 ARCHITECTURAL DESIGN STANDARDS**

*The following architectural standards have evolved in response to climatic and aesthetic considerations at the Preserve. It is the intent of these standards to evoke a sympathetic response to the character of this region, promoting architectural design that is compatible with the natural landscape and is environmentally sound.*

#### **3.1 Building Size**

The ARC will not dictate the minimum or maximum size of a home. The ARC will look at how the size of a home fits within the constraints, topographic or otherwise, of each lot. The intent is to let the natural landforms remain the dominant visual image.

#### **3.2 Prefabricated Buildings**

A building that is constructed off-site whole or in a partially completed state, requiring transportation and partial/full assembly on site may be permitted as long as the resulting structure fits within the topographic or other natural constraints of the lot without grading to 'make it fit'. The aesthetic merits of any such structures are subject to review and approval by the ARC.

#### **3.3 Height and Massing of Structures**

The purpose of the height criteria is to minimize the visual effect of the community at full development by avoiding construction of homes that are too tall for certain lots. The ARC will render individual judgments with respect to the overall scale of the proposed design in relation to its location and all surrounding uses. The process does not seek to impose generalized criteria where more specific insights can be demonstrated to result in a better solution. The ARC has the right to impose a height restriction if it believes it is necessary due to specific site conditions.

#### **3.4 Foundations**

All exposed foundation walls must blend with the materials of the home or have a natural appearance. The ARC strongly encourages the use of alternate foundation materials like red iron, for example.

#### **3.5 Exterior Materials**

Exterior material should generally be natural materials that blend and are compatible with the landscape. The ARC will not approve any reflective, white, or bright colored finishes.

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

The ARC will also review the location of certain materials that may be difficult to maintain due to the overall height off the ground, or other access issues, and may make a recommendation for an alternate material.

#### **3.6 Roofs**

The ARC is concerned with the visual impact a roof will have on the views of lots that are located adjacent to and above the home, as well as from the surrounding area. The use of reflective materials is prohibited as well as white and any other bright or light color that does not blend with the natural environment in the

Preserve. Wood shake shingles and other flammable roofing materials are discouraged.

### ***3.7 Chimneys and Outdoor Fires***

To preserve the high quality air at English Mountain, all residences are encouraged to utilize natural gas or propane log fireplaces, rather than standard wood burning fireplaces or stoves.

Due to fire danger sometimes present in this mountain region, all chimneys, including outdoor fireplaces, must be equipped with a U.L. or I.C.B.O. approved spark arrestor. Open outdoor fire pits are prohibited unless they are natural gas or propane.

Portable barbecues are permitted, provided they are lidded cookers. Permanently installed barbecues must be approved by the ARC.

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

Refer to the Firewise website for more information about fire safety in this area; the web site contains educational information for people who live in or near fire-sensitive areas of the United States.  
[www.firewise.org](http://www.firewise.org)

### ***3.8 Exterior Colors***

The color of exterior materials must generally be subdued. Earth tones are recommended, although accent colors which are used judiciously and with restraint may be permitted.

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

Proposed colors must be demonstrated to the ARC in a sample format which adequately depicts the hue, tone and shade of the proposed color in its final application. Sample swatches on the structure itself are preferred; as an alternative, stained or painted sample boards of the actual siding to be used would be the second choice. Small color samples, printed on paper, may not accurately depict how a finished color will appear on an expansive wall of real construction materials, and are therefore discouraged. The ARC may require the color selection to be applied to an area of the home prior to approval.

All colors must be within a Light Reflectance Range (LRV) of 15-35. This information can be found in the paint manufacturer's fandeck.

### ***3.9 Windows, Skylights, Draperies, and Shutters***

The glass of windows and the lens of skylights must not be highly reflective. The lens of skylights must be clear, grey or bronze. No white lenses are allowed, nor may their frames consist of reflective material that is left unfinished. This especially applies to aluminum frames which must be anodized or finished with baked enamel.

**3.10 Building Projections**

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

**3.11 Garages and Garage Doors**

Garages for each residence are required, either attached or detached, accommodating at least two automobiles. Garage doors must not dominate the residence when viewed from the street, especially in areas visible from rights-of-way, common areas, and adjacent homesites. Where possible, side entry garage doors are encouraged.

Garage doors must relate to the remainder of the home's design elements. Glazing in garage doors should be provided to reduce the impact of the doors on the rest of the community.

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

No garage doors over 9 feet in height will be allowed. Single garage doors divided by a substantial pier or column are encouraged over double doors.

**3.12 Solar Applications and Other Structures**

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

**3.13 Dog House, and Flag Poles**

Dog houses and runs, flag poles, and permanently installed recreational equipment must be approved by the ARC.

**3.14 Changes or Additional Construction**

All changes or additions to the approved plans before, during, or after the construction must first be approved by the ARC.

**3.15 Low Flow Toilets**

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

**3.16 Protection Systems**

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

**3.17 Exterior Furnishings and Sound Systems**

All outdoor furniture and sound systems must conform to the color and reflectivity standards as set forth

by these Guidelines for the home exterior colors. Exterior audio speakers must be an integral part of the home or concealed from view from surrounding property.

### **3.18 Noise Control**

An unreasonable noise is defined as a noise plainly audible at a distance of (300) feet. The following describes acts of noise that are declared unreasonable and will be prohibited in this development.

- Decibel restrictions (Auditory Warning Devices): Alarm systems for homes and vehicles are prohibited that are plainly audible at a distance of 200'. A device that does not have an automatic shut off after 5 minutes is prohibited.
- Animals: The Keeping of any animal or bird which, by causing frequent or long continued noise shall not disturb the comfort or repose of any person.
- Quiet hours: the playing of music instruments, listening to music, loud voices, singing, and whistling are considered unreasonable between the hours of 11 PM and 7 AM.

### **3.19 Odor Control**

- Garbage and Refuse Disposal: All garbage and refuse disposal containers must be completely enclosed and screened from view at all times by walls or fencing. A landscape screen is not acceptable.
- Composting Facilities: Indoor composting is encouraged, however absolutely no un-composted material is to be distribute in the landscape. Outdoor composting is prohibited so as not to attract wildlife.

## **4 LANDSCAPE GUIDELINES**

*Home placement on the site as well as any outdoor needs must be sensitive to the preservation of existing vegetation and other site features. Since the plant species permitted for revegetation is limited, and the growth process long, every method to preserve existing vegetation must be employed. Landscaping desires need to be taken into account at the Site Planning Phase.*

*Each lot has a designated Homesite that fits within the natural constraints of the lot, designed to protect and preserve as many natural features as possible. When thinking about the site plan and Landscape Design three zones have been created for each lot. They are the Natural Area, the Transition Area and the Private Area. (See illustrative graphics contained in Appendix D.)*

*Absolutely no exotic invasive plants as identified by the Tennessee Exotic Pest Plant Council will be allowed on a lot. This list can be found at [www.tneppc.org](http://www.tneppc.org).*

*All landscape plans must be approved by the ARC prior to application or implementation.*

### **4.1 Natural Area**

The Natural Area is that portion of the lot which lies outside of the homesite, and must remain as a natural area left untouched and undisturbed during construction. On lots with existing disturbance within the Natural Area, revegetation may be required by the ARC. Only plants indigenous to the general area of

development may be used in the Natural Area. Permanent irrigation of the Natural Area on a lot with existing vegetation is not permitted, since the indigenous vegetation does not require additional water. Temporary irrigation of all revegetation in the Natural Area is allowed.

#### ***4.2 Transition Area***

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

For Owners wishing to, or required to undertake supplementary planting, the Preserve landscaping concept should be envisioned as a series of concentric planting zones around a home. The most formal planting must be situated adjacent to the residence, or an accent border within 6 feet of either side of the entry drive or parking apron. As the distance from the residence increases, a transitional planting zone may occur between the more formalized planting around the residence and the established lot, as the landscape blends back to the natural vegetation at the lot limits or limit of construction. The line of interface between this transitional zone and the natural landscape outside the homesite may occur along a soft edged irregular line which roughly approximates the building envelope line.

#### ***4.3 Private Area***

The private area is that part of the homesite which is screened from view from adjacent homesites, the street, or public areas, by site walls or structure, within which an Owner may create as varied a landscape as desired, provided that no invasive exotic plants are used, only plants on Appendix B or as approved by the ARC are used. All Private Area landscape designs must be approved by the ARC.

#### ***4.4 Diverse Homesites***

Each lot within the Preserve will be unique. The landscape and site character will vary in vegetation type, density, topography, and structure. In order to revegetate accurately after construction activities, a careful homesite survey must be undertaken to accurately determine all existing trees, plants, site features and ground plane characteristics. This “existing conditions” survey will provide the basis for the Homeowners landscape improvements plan and also for the ARC to determine how well the proposed building siting, grading, and landscape improvements relate to the existing natural site character.

As each lot’s landscape is restored in character, the overall landscape of the Preserve is maintained.

#### ***4.5 Plant Salvage and Revegetation of Disturbed Areas***

Lot landscape disturbance may only occur within the homesite for construction purposes, and only in areas approved by the ARC, and re-landscaped upon completion of construction according to the approved landscape plan. The size, variety, and location of all existing trees and plants and other site features must be shown on the landscape plan. Blending disturbed areas into undisturbed areas of the lot will be of prime importance. Whenever practicable, consider salvaging native plants and trees that need to be removed due to construction activities.

Each lot has its own unique pattern and colors of soil, sand, and surface rock of all sizes and patterns to be

identified and replicated. No other surface treatment, such as non-site colored rock in decorative, geometric artificial shapes and patterns, etc. will be approved. Trees and plants, including native grasses must be selected from a palette of existing varieties already established on site.

New grading will need to blend smoothly into existing grades including existing drainage ways. No artificial or arbitrary shapes will be approved. Any unsightly disturbance or damage to the lot landscape must be repaired.

All revegetation landscaping will require sufficient temporary irrigation for successful plant growth. The irrigation system should be flexible enough to allow for both a managed reduction in the amount of water used and also the independent selection of plants to be irrigated. All irrigation equipment must be located or screened in such a way that it is not visible from adjacent properties.

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

#### ***4.6 Plant Density***

The various native trees, shrubs, groundcovers and grasses in the Preserve grow in differing and varying combinations throughout the property. For this reason appropriate density or plant spacing is site specific and depends upon the existing mix of plant varieties. It is important that new site planting matches or blends with the existing conditions as much as possible. Areas of new planting contained within the confines of the home, and hidden from view, will not need to blend with the native landscape.

#### ***4.7 Groundcover***

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

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

Groundcover may be open natural looking seasonal native grass areas or low growing seasonal native plants or vines. Permanent or artificially supported year round green or manicured “lawn” is not approved.

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

Organic groundcovers such as manufactured non-native bark chips, compost and prepared mulches may

not be used adjacent to undisturbed lot areas.

#### **4.8 Turf**

Turf is only allowed within the confines of the private area, hidden from view. The use of any “turf” is discouraged as it is highly contrasting non-native vegetation requiring more water, nutrients and maintenance than the natural landscape. It is the intent of these guidelines that all visible homesite or lot landscapes appear native and natural in appearance. Where visible from neighboring property, native grasses may not be planted, maintained, irrigated or used in such a way as to take the place of, have the appearance of, or in any way replicate traditional turf “lawns”. Seasonal native grasses may only be used as a natural landscape element.

Where turf is approved, only hybrid non-seeding varieties will be allowed. The turf shall be maintained or irrigated in such a way that it does not adversely affect any part of the Preserve. At any time the ARC can determine that previously approved turf varieties have become a nuisance may require the existing turf to be eliminated or replaced with another approved variety.

#### **4.9 Hardscape**

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

Hardscape improvements such as manufactured brick, colored concrete, or pavers must blend in with the surrounding area.

Walks and pathways must be narrow, 2’ to 4’ in width, and follow the natural contours. Patios must be located with minimal site modification.

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

Ancillary hardscape improvements or associated modifications, such as revised grading, added landscaping, low walls, built-in seating, and lighting must be approved by the ARC.

#### **4.10 Water Features**

Water features are allowed directly adjacent to the home, or within the confines of the private area. All water feature mechanical equipment must be screened from view. Water features must be designed to minimize water use in both normal operation and maintenance.

Water features, including the lighting, mechanical equipment, water spray, drainage, etc., must be constructed and maintained so as to not adversely affect neighboring property, native plants or animals in

any way. In addition, the water feature may not create a nuisance in its mechanical operation, maintenance by attracting animals, insects or supporting non-native plants.

#### **4.11 Garden Plots**

Non-native planting areas may only be established and maintained within the confines of a home and not visible from adjacent properties. All garden associated improvements such as tool and equipment storage or growing areas such as greenhouses must be designed as integral to the home architecture and require approval by the ARC. No trash storage, compost areas, screens, netting or other animal barriers, lighting, irrigation or mechanical equipment may be visible from neighboring property. All compost and trash storage areas must be enclosed so as not to attract wildlife.

#### **4.12 Maintenance**

All landscapes must be maintained at all times in such a way that does not detract from the natural environment or in the case of dead or dying trees, a hazardous situation.

#### **4.13 Access to Path System**

In general, access to nature trails within the Preserve conservation area occurs at specifically designated trailheads. In some cases access from an individual homesite may be approved by the ARC. The following are general conditions that must be met before individual access is granted. There may be other site-specific requirements, determined by the ARC, which is not covered below.

- a. All costs of the homeowner pathway/trail improvements, maintenance, removal and restoration are the responsibility of the homeowner.
- b. The individual lot must be adjacent to a designated open space containing a Preserve nature trail, or a trail must cross the lot itself (e.g. in an easement). The ARC must approve the specific location and homeowner access improvements across the open space to the nature trail.
- c. The homeowner access to the trail does not encroach upon adjacent lots.
- d. The location and use of the trail may not create a nuisance to adjacent lots.
- e. The homeowner's trail is to be used only by the homeowner for access to the Preserve's nature trail and may not through use or appearance become a general use "addition" to the Preserve nature trail.
- f. The trail surface must be the natural existing native surface material. Trail definition will be determined through use. No created delineation such as rock edges or raked surfaces may be used nor any material of any kind may be added.
- g. The trail must appear to be unobtrusive, natural in appearance, e.g. "game trail" in scale and character and follow the natural undisturbed topography. No vegetation may be removed. The pathway may not cause erosion. No site features may be disturbed.
- h. The homeowner must purchase a 'homesite blaze pattern' to mark the trail in order to avoid confusion regarding Preserve nature trail and homeowner access trail. Contact a Preserve representative for more information.
- i. Trail approval is temporary. The ARC may request the trail be repaired, modified or removed and restored to natural conditions at any time the ARC considers the pathway incompatible with the intent of the Preserve trail system.

## **5 CONSTRUCTION REGULATIONS**

*In order to ensure that the natural landscape of each lot is preserved and the general impacts of the construction process are kept to a minimum, the following regulations shall be enforced during the construction period of all improvements at the Preserve. The Owner of a lot, as such as terms are defined in the Declaration and herein, shall be responsible for violations of the Design Guidelines, including construction regulations contained therein by any contractor, subcontractor, agent, or employee performing any activities within the Preserve, whether located on the lot or elsewhere within the Preserve.*

### **5.1 The Homesite**

The homesite, which is the limit of development on each lot, is also the area within which all construction activities should be confined. This specific area should be approved by the ARC and temporarily staked and roped off, or fenced in an appropriate manner during the duration of construction. Temporary fencing enclosing the homesite must extend for the full street frontage so no workmen park in the natural area. If it becomes necessary to encroach on areas designated not to be disturbed during construction, the ARC will grant access only if the new areas are re-vegetated to look EXACTLY as they were prior to the disturbance.

### **5.2 OSHA Compliance**

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

### **5.3 Construction Site Plan and Construction Trailers**

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

Upon approval of the Construction Site Plan a construction trailer or portable field office may be located on the building site in the location noted on the approved construction site plan. The type, size and color of any portable office must be approved by a representative of the ARC as part of the construction site plan. The field office may not be placed on-site earlier than two weeks prior to the actual onset of continuous construction activity. At the same time, the provision of temporary power and telephone will be determined. A construction trailer may not remain on site for a period of time exceeding nine months without written approval of the Committee.

### **5.4 Trash Receptacles and Debris Removal**

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

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

During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore or detriment to the Preserve. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed from public or private roads, open spaces and driveways or other portions of the Preserve. Any clean-up costs incurred by the ARC or the (Conservancy) in enforcing these requirements shall be payable by the Owner.

#### ***5.5 Sanitary Facilities***

Each Owner or builder shall be responsible for providing adequate sanitary facilities for his/her construction workers. Portable toilets must be located as shown on the approved construction plan, in a discreet location.

#### ***5.6 Construction Access***

The approved access drive approved by the ARC will be the only construction access to any homesite.

#### ***5.7 Vehicles and Parking Areas***

Construction crews will not park on, or otherwise use, undeveloped portions of the Preserve. All vehicles shall be parked within the areas specified and approved on the construction site plan. During very busy construction periods involving multiple trades such that all construction vehicles cannot be confined to the site proper, the overflow vehicles may be temporarily parked along the shoulder of the roadway; in locations and for time periods solely as approved by the ARC. During these limited occurrences, vehicles must be off of the paved surface of the roadway or cul-de-sac to allow continual unconstrained access by normal traffic and emergency vehicles, including fire trucks. Vehicles may not be parked on neighboring lots, in nearby driveways or on open space. Changing oil or other vehicle maintenance is prohibited. Restoration of any native vegetation or roadway revegetation damaged by parking along the street frontage shall be the responsibility of the homesite Owner and may be required by the ARC as a precondition to final construction approval.

#### ***5.8 Conservation of Native Landscape***

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

#### ***5.9 Excavation Materials and Blasting***

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

The Committee shall have the authority to require in writing documentation of anticipated seismic effects,

with confirmation such effects will not be injurious to other persons or properties, public or private, and that all appropriate protection measures have been utilized. The ARC may require additional insurance to cover potential damages from blasting to subdivision improvements and common areas.

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

#### ***5.10 Dust and Noise Control***

The contractor shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud from public or private roads that is the result of construction activity on the site.

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

#### ***5.11 Material Deliveries***

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

#### ***5.12 Firearms***

The possession or discharge of any type of firearm by construction personnel within the Preserve is prohibited.

#### ***5.13 Alcohol and Controlled Substances***

The consumption of alcohol or use of any controlled substance by construction personnel within the Preserve is prohibited.

#### ***5.14 Fires and Flammable Materials***

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

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

#### ***5.15 Pets***

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

#### ***5.16 Preservation of Property***

The use of or transit over any other lot, common area or amenity, is prohibited. Similarly, the use of or

transit over the natural area or setbacks outside the envelope of any is prohibited. Construction personnel shall refrain from parking, eating, depositing of rubbish or scrap materials (including concrete washout) on any neighboring homesite lot, tract, or right-of-way.

#### ***5.17 Protection of Subdivision Improvements and Restoration of Property***

Each Owner shall be responsible for the protection of all subdivision improvements, roadways, common areas, or improvements of any other lot which may be damaged by the activities of such Owner's contractor, subcontractor, agents, or employees.

Upon completion of construction, each Owner and builder shall clean his/her construction site and repair all property which has been damaged, including but not limited to, restoring grades, planting shrubs and trees as approved or required by the ARC, and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing.

In addition, the Owner and general contractor shall be held financially responsible for site restoration/ revegetation and refuse removal necessitated on any and all adjacent properties as a result of trespass or negligence by their employees on sub-contracted agents.

#### ***5.18 Construction Signage***

Except as specifically approved otherwise by the ARC, temporary construction signs shall be limited to one sign per site not to exceed six square feet of total surface area. This sign is intended for job site identification only and shall be located as shown on the approved construction site plan, facing the street frontage of the homesite. It may identify the general contractor and designer by name with address, license number and telephone number(s) and it may identify the job site by lot number or Owner's name. The sign shall be free standing, not to exceed four feet in height above natural grade, and of a design and in a location within the building envelope approved in advance of installation by the ARC.

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

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

Attachment of signs or similar material to trees is strictly prohibited.

#### ***5.19 Daily Operation***

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

### **5.20 Site Visitations**

Due to the inherent danger associated with an active construction site, visitors to any site should be limited to those persons with official business relating to the construction activity, such as construction workers and tradesmen, building officials, security staff, Architectural Review observers, sales personnel, and the Owner. Construction personnel may not invite or bring family members or friends, especially children, to the job site.

### **5.21 Construction Insurance Requirements**

All contractors and sub-contractors must post evidence of insurance with their lot Owner, prior to entering the construction premises. The ARC may require each lot Owner to provide copies of such existence of insurance as a condition to commencement of construction.

Insurance shall be evidenced in the form of a valid Certificate of Insurance naming both the homesite Owner and Preserve Conservancy as the certificate holders. The required insurance must provide coverage not less than the applicable limits of coverage relating to comprehensive general liability, automobile liability and workmen's compensation. The minimum limits of liability shall not be less than \$500,000 each for general liability and automobile liability. General liability coverage shall contain provisions for contractual liability and broad form property damage. The certificate shall provide for 30-day notice to the certificate holders in the event of cancellation or material change in the limits of coverage.

## **6 ARCHITECTURAL REVIEW PROCEDURES**

Site sensitive, site-specific design shall be fundamental at the Preserve. Design drawings should evolve from a thorough analysis of a site's topographic and natural constraints. Therefore, Owners and/or their designers should refrain from approaching a site with a predetermined design expecting to "make it fit". The Preserve has established this review procedure to assist the applicant through the design process in its appropriate sequence.

Plans and specifications shall be submitted to the ARC in accordance with the following conference and submittal requirements and review procedures.

### **6.1 Pre-Design Conference**

Prior to preparing preliminary plans for any proposed improvement, it is mandatory that the Owner and/or his/her architect meet with a representative of the ARC on site to discuss proposed plans and to resolve any questions regarding building requirements at the Preserve. This informal review is to offer guidance prior to initiating preliminary design, and should occur on site whenever possible.

The parameters and directives identified at each Pre-Design Conference remain valid for 18 months only. If the submittal of a preliminary design does not occur within 18 months of a Pre-Design Conference, a supplementary Pre-Design Conference is in order to review any changes in site conditions or revisions to the Design Guidelines which may have transpired.

### **6.2 Preliminary Design Submittal**

A Preliminary Design Submittal must follow within 18 months of the fulfillment of the requisite Pre-Design Conference. When the Preliminary Design is complete, its submittal for consideration must include all of the following exhibits. Review by the ARC will not commence until the submittal is complete.

1. Site plan (scale at 1" = 10' or 1" = 8'), showing the entire property, location of the proposed building envelope, the residence and all buildings, driveway, parking area, existing and proposed topography, proposed finished floor elevations, all trees, all clusters of native shrubs, and special terrain features to be preserved.
2. Survey (scale at 1" = 10' or 1" = 8'), by a registered land surveyor or licensed civil engineer showing homesite boundaries and dimensions, topography (2 feet contours or less), major terrain features, all trees, edge of pavement or curb, and utility locations.
3. Floor plans (scale 1/4" or 1/8" = 1'-0") showing proposed finished floor elevations.
4. All exterior elevations (scale 1/4" = 1'-0") showing both existing and proposed grade lines, plat heights, roof pitch and an indication of exterior materials and colors.
5. Any other drawings, materials or samples requested by the ARC.

The submittal shall consist of one set of prints, which shall be retained by the ARC.

### **6.3 Preliminary Architectural Review**

The ARC will review the plans and respond in writing no later than 32 days after a submittal is complete.

Results of reviews will not be discussed over the telephone by the designated liaison of the committee with an Owner or his/her Architect or Builder. The final decision by the ARC will be submitted in writing to the Owner.

Any response an Owner may wish to make regarding the results of an architectural review must be addressed to the ARC in writing.

The ARC's approval of a preliminary design is valid for two years.

### **6.4 Final Design Submittal**

When the final design is complete, its submittal for consideration must include the following exhibits. Review by the ARC will not commence until the submittal is complete.

1. Site plan (scale at 1" = 10' or 1" = 8'), showing the entire property, location of the building envelope, the residence and all buildings, driveway, parking area, existing and proposed topography, finished floor elevations, all protected plans or special terrain features to be preserved, trees to be removed, all utility sources and connections, and site walls.
2. Floor plans (scale 1/4" = 1'-0") showing finished floor elevations.
3. Roof plan (scale 1/4" = 1'-0") showing all roof pitches.
4. Building section (scale 1/4" = 1'-0" or larger), indicating existing and proposed grade lines.
5. All existing elevations (scale 1/4" = 1'-0), showing both existing and proposed grade lines, plat heights, roof pitches, and an indication of exterior materials and colors.
6. Paint chips and literature as requested by the ARC depicting and describing all exterior materials.

7. Complete landscape plan (scale 1" = 10' or 1" = 8'), showing size and type of all proposed plants, irrigation system, all decorative materials or borders, and all retained plants.
8. On-site staking of all building corner and other improvements, if requested by the ARC.
9. Construction period site plan as described in paragraph 5.3.

The submittal shall consist of one set of prints which shall be retained by the ARC.

A Final Design Submittal must be received at the designated address of the ARC (see Section 7.2 of these Standards) by noon of the Friday preceding a scheduled meeting of the ARC, in order to be included on the agenda for consideration.

#### **6.5 Deferral of Material or Color Selection**

An applicant may wish to delay the confirmation of landscaping intentions (if any) and final color or stonework selections until some point in time after the start of construction, in order to better visualize landscape considerations, or to test an assortment of potential colors with actual material intended for use. The ARC will cooperate with the applicant in this regard, provided that no landscape work may be started, nor color or material applied, until such time as the ARC has had the opportunity to review and consent to the final selections.

We advise that the resubmittal occur before the placement of any orders for materials to avoid potential restocking costs in the event of denial of the submitted item(s). Further, the provision stated here shall be a condition of Final Design Approval; therefore application of any material, coating or finish without the requisite resubmittal to the ARC shall have the effect of voiding the approval in its entirety.

#### **6.6 Site Inspection**

As soon as the submission of final plans is complete, a representative of the ARC will inspect the homesite to determine that the conditions as depicted in the final submittal are accurate and complete.

#### **6.7 Final Architectural Review**

The ARC will review the plans and respond in writing no later than 32 days after a submittal is complete.

Results of reviews will not be discussed over the telephone by the designated liaison of the committee with an Owner or his/her Architect or Builder. The final decision by the ARC will be submitted in writing to the Owner. No Owner, Architect or Builder shall have the right to attend any meeting of the ARC unless specifically requested by the ARC.

Any response an Owner may wish to make regarding the results of an Architectural Review must be addressed to the ARC in writing.

The ARC's approval of the final design is valid for twelve months. It is necessary to receive a final approval before the County will accept the drawings for a building permit application.

#### **6.8 Resubmittal of Plans**

In the event of any disapproval by the ARC of either a Preliminary or Final Submittal, a resubmission of

plans should follow the same procedure as an original submittal. An additional Architectural Review fee shall accompany each such submittal as required by the ARC.

Design approvals for each review step remain valid for the specific times as noted in this document. Therefore, if an application lags the fulfillment of a preceding review phase by more than the allotted time, that prerequisite step must be repeated, unless waived by the ARC.

#### **6.9 Pre-Construction Conference**

Prior to commencing construction, the builder must meet with a representative of the ARC to review construction procedures and coordinate his/her activities in the Preserve.

#### **6.10 Commencement of Construction**

The Owner shall complete the construction of the home exterior and all required landscaping on his/her homesite within one year after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in greater hardship to the Owner due to labor strikes, fires, national emergencies or natural calamities. The Owner shall complete work of any and all improvements within 18 months from commencement of construction.

If the Owner fails to comply with this schedule, the ARC, acting for the Preserve Conservancy, may in its sole discretion have the exterior of the improvement or any unperformed landscaping completed in accordance with approved plans or restore and re-vegetate the homesite to a natural condition, with all expenses incurred to be deducted from the Owner's Security Deposit or, if such expenses exceed the Security Deposit, reimbursed to the Conservancy by the Owner. Any such expenses not promptly reimbursed by the Owner shall be the basis of a lien by the Conservancy on such Owner's homesite.

#### **6.11 Performance Deposit**

Concurrent with Final Plan Submittal, the Owner shall deposit with the Declarant (if before the Transition Date) or the Preserve Conservancy Agent, if after the Transition Date the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) (the "Performance Deposit"). Furthermore, Owner shall execute and deliver to the Declarant or the Preserve Conservancy Agent, as appropriate, a Deposit Agreement in the form attached hereto. The Performance Deposit shall to be held in escrow pending the completion (including clean up) of all improvement(s) described in the final, approved plans and constructed on the Owner's individual Lot(s).

In the event that the Owner, the Contractor or their respective agents, representatives or employees (i) cause any Damage, (ii) fail to construct the improvements in accordance with the approved plans or (iii) fail to comply with the Guidelines, the Declaration or any rules or regulations adopted or promulgated by either the Preserve Conservancy, or the ARC, the Conservancy may use the Performance Deposit to, among other things, (a) repair and/or rectify the Damage or (b) enforce the Guidelines, the Declaration and any other rule or regulation thus violated and cure any defect or problem caused by said non-compliance. Following the Conservancy's use of all or any portion of the Performance Deposit, the Owner shall immediately pay to the Declarant, the Conservancy or the Preserve Conservancy Agent, as the case may be, an amount sufficient to replenish the Performance Deposit to the sum initially deposited. Failure to replenish the Performance Deposit within seven (7) days following the Conservancy's delivery of written

demand shall be deemed a material breach of the Guidelines and the Declaration and shall entitle the Conservancy to (i) deny Contractor's access to the community (including any of Contractor's suppliers, subcontractors, employees and material men) and (ii) lien the Lot in an amount equal to the Performance Deposit deficiency. Upon tendering the Performance Deposit, the Owner shall execute and deliver to the ARC a Notice of Voluntary Lien in the form attached hereto.

Upon completion of the improvements approved by the ARC (including clean up), the Owner shall certify in a letter to the ARC (the "Certification") that:

- (i) The improvements constructed upon the Lot have been built in compliance with (a) the approved plans, (b) the Declaration, (c) the Guidelines and all other the rules and regulations adopted for the community;
- (ii) All appropriate clean up has been made;
- (iii) All required landscaping improvements have been completed; and
- (iv) Neither the Owner, the Contractor, nor their respective agents, employees or representatives have caused any Damage or, in the alternative, that all Damage caused by said individuals/entities has been repaired or rectified to the satisfaction of Declarant, the Conservancy and/or the Preserve Conservancy Agent, as appropriate.

The Certification shall be delivered by certified mail, return receipt requested, to the address so designated by the Conservancy, which body shall have fifteen (15) days from the receipt thereof to (a) return the Performance Deposit less any funds expended in enforcement and/or correction or (b) refuse to return such funds or portion thereof and specifically state in writing how such party is not in compliance. In the event that the Conservancy refuses to return all or a portion of the Performance Deposit due to the Owner's non-compliance, the Owner shall have the opportunity to resubmit a supplemental Certification upon remedying the issues/problems identified in the Conservancy's notice of non-compliance.

Contractor and Owner hereby agree to indemnify the Declarant, the Conservancy, the ARC and the Preserve Conservancy Agent and to defend and hold those same parties harmless from all claims, costs, fees (including court costs and witness and attorneys' fees), expenses, loss, damage and liability of any kind, including, without limitation, mechanics' or material men's liens, which may be asserted against or incurred by Declarant, the Conservancy, the ARC and/or the Preserve Conservancy Agent as a result of the construction activities by Contractor or Owner or any Damage caused by Contractor, Owner, or their respective agents, representatives and employees. This indemnity shall survive the final completion of the construction activities conducted on the Owner's Lot. (See Appendix H for Performance Deposit.)

#### **6.12 Inspections of Work in Process**

The ARC may inspect all work in progress and give notice of noncompliance. Absence of such inspection or notification during the construction period does not constitute an approval by the ARC of work in progress or compliance with the Design Guidelines.

#### **6.13 Subsequent Changes**

Additional construction or other improvements to a residence or homesite, changes during construction or after completion of an approved structure, including landscaping and color modification, must be

submitted to the Committee for approval prior to making such changes or additions.

#### **6.14 Final Release**

Upon completion of any residence or other improvement, the Owner shall give written notice of completion to the ARC. To the extent possible, the Owner will provide the ARC with CAD information on the final approved home and site layout and design, including utilities.

Within 10 days of such notification, a representative of the ARC shall inspect the residence or other improvement for compliance. If all improvements comply with the Design Guidelines, the ARC shall, in recordable form, issue a written approval to the Owner, constituting a final release of the improvements by the Committee, said release to be issued within 32 days of the Final Inspection and may be recorded. If it is found that the work was not done in strict compliance with approved plans or any portion of the Design Guidelines, the ARC may issue a written notice of noncompliance to the Owner, specifying the particulars of noncompliance, said notice to be issued within 32 days of the Final Inspection.

The Owner shall have 32 days from the date of notice of noncompliance within which to remedy the noncompliance portions of his/her improvement. If, by the end of this time period the Owner has failed to remedy the noncompliance, the ARC may take action to remove the noncompliance improvements as provided for in the Design Guidelines, including, without limitation, injunctive relief or the imposition of a fine.

#### **6.15 Nonwaiver**

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

#### **6.16 Right of Waiver**

The ARC reserves the right to waive or vary any of the procedures set forth herein at its discretion, for good cause shown.

#### **6.17 Exemptions**

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

#### **6.18 Architectural Review Fee**

An Architectural Review fee of \$.50 per square foot, not to exceed \$5,000.00, will be charged, based on the gross square footage of all constructed areas, which include the living space, garage, storage, decks, patios, and any other space or floor area constructed on the site. Architectural Review fees may be charged due to resubmittals, remodels, or other special circumstances. The full Architectural Review fee will be charged to the member's account at the time of the Preliminary Submittal.

## **7 ARCHITECTURAL REVIEW COMMITTEE ORGANIZATION**

### **7.1 Members**

The Architectural Review Committee shall consist of three (3) to five (5) members, appointed by the Board. Each member shall hold his office until such time as he has resigned, been removed, or his successor has been appointed. The initial members of the ARC are as follows:

1. *To be determined*
2. *TBD*
3. *TBD*
4. *TBD*
5. *TBD*

### **7.2 Address of Architectural Review Committee**

The address of the ARC shall be the address established for giving notice to the Conservancy, unless otherwise specified by the Committee. Such address shall be the place for the submittal of plans and specifications, and the place where the current Design Guidelines shall be kept.

The present address for the Preserve Architectural Review Committee is:

*The Preserve Architectural Review Committee*  
*To be determined*

### **7.3 Resignation of Members**

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

### **7.4 Duties**

It shall be the duty of the ARC to consider and act upon such proposals or plans related to the development of the Preserve that are submitted pursuant to the Design Guidelines to enforce the Design

Guidelines, and to amend the Design Guidelines when, and in a manner deemed appropriate by, the ARC.

### **7.5 Meetings**

The ARC shall meet from time to time as necessary to properly perform its duties. The vote of a majority of the members shall constitute an act by the ARC.

The ARC shall keep on file all submittals and copies of all written responses to Owners to serve as record of all actions taken.

### **7.6 Compensation**

As authorized by the Conservancy, the members of the ARC shall receive compensation for services rendered.

All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection

with the performance of their duties. Professional consultants and representatives of the ARC retained for assistance in the review process shall be paid such compensation as the ARC determines.

#### ***7.7 Amendment of Development Standards***

The ARC may, from time to time and at its sole discretion, amend or revise any portion of the Design Guidelines. All such amendments or revisions shall be appended to and made a part of the Design Guidelines. Administrative changes may be made in like manner by the ARC; changes of a substantial nature may be recommended by the ARC for consideration by the Property Owners.

#### ***7.8 Nonliability***

Neither the ARC, any member thereof, nor the developer, shall be liable to the Conservancy or to any Owner or other person for any loss or damage claimed on account of any of the following:

1. The approval or disapproval of any plans, drawing and specifications, whether or not defective.
2. The construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications.
3. The development or manner of development of any property within the Preserve.

Every Owner or other person, by submission of plans and specifications to the ARC for approval, agrees that he will not bring any action or suit against the Architectural Review Committee, any of its members, nor the developer, regarding any action taken by the ARC.

Approval by the Architectural Review Committee of any improvement at the Preserve only refers to the Preserve Design Guidelines and in no way implies conformance with local government regulations. It shall be the sole responsibility of the Owner to comply with all applicable government ordinances or regulations, including but not limited to zoning ordinances (including without limitation, the Preserve Development Agreement) and local building codes.

#### ***7.9 Enforcement***

The ARC may, at any time, inspect a homesite or improvement and, upon discovering a violation of the Design Guidelines, provide a written notice of non-compliance to the Owner, including a reasonable time limit within which to correct the violation, a notice of violation may also be recorded by the ARC after the expirations of the time limit. If an Owner fails to comply within this time period, the Architectural Review Committee or its authorized agents may enter the homesite and correct the violation at the expense of the Owner of such homesite; said expense to be secured by a lien upon such homesite enforceable in accordance with the Declaration.

In the event of any violation of the Design Guidelines, the ARC may, at its sole discretion and in addition to restoration expenses, impose without limitation a punitive fine, commensurate with the severity of the violation.

#### ***7.10 Severability***

If any provision of the Design Guidelines, or any section, clause, sentence, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Design

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

***7.11 Delegation of Authority***

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

## **APPENDIX A – HOMESITE ILLUSTRATION**

Lot and Homesite

Homesite

Private Area

Transition Area

Natural Area to remain untouched except for supplementation of natural native vegetation under an approved Landscape Plan.

Transition area “Close In” zone

## APPENDIX B - APPROVED PLANT LIST

\*\* Abbreviated sample list, complete and updated list available from TN EPPC, [www.tneppc.org](http://www.tneppc.org)

Common name ..... Botanical Name

### **Small Trees**

serviceberry ..... *Amelanchier arborea*  
 Hercules club ..... *Aralia spinosa*  
 pawpaw ..... *Asimina triloba*  
 ironwood ..... *Carpinus caroliniana*  
 redbud ..... *Cercis canadensis*  
 fringetree ..... *Chionanthus virginicus*  
 alternate-leaved dogwood ..... *Cornus alternifolia*  
 flowering dogwood ..... *Cornus florida*  
 parsley hawthorn ..... *Crataegus marshalii*  
 hawthorn ..... *Crataegus mollis*  
 Washington hawthorn ..... *Crataegus phaenopyrum*  
 Carolina silverbell ..... *Halesia carolina*  
 witch-hazel ..... *Hamamelis virginiana*  
 American holly ..... *Ilex opaca*  
 sweetbay magnolia ..... *Magnolia virginiana*  
 hop hornbeam ..... *Ostrya virginiana*  
 sourwood ..... *Oxydendrum arboreum*  
 American plum ..... *Prunus americana*  
 Carolina buckthorn ..... *Rhamnus caroliniana*  
 staghorn sumac ..... *Rhus typhina*  
 mountain ash ..... *Sorbus americana*  
 southern rusty blackhaw ..... *Viburnum rufidulum*  
 northern blackhaw ..... *Viburnum prunifolium*

### **Large Trees**

red maple ..... *Acer rubrum*  
 silver maple ..... *Acer saccharinum*  
 sugar maple ..... *Acer saccharum*  
 yellow buckeye ..... *Aesculus flava*  
 black birch ..... *Betula lenta*  
 river birch ..... *Betula nigra*  
 bitternut hickory ..... *Carya cordiformis*  
 pignut hickory ..... *Carya glabra*  
 shagbark hickory ..... *Carya ovata*

mockernut hickory . . . . .	<i>Carya tomentosa</i>
yellow-wood . . . . .	<i>Cladrastis lutea</i>
persimmon . . . . .	<i>Diospyros virginiana</i>
American beech . . . . .	<i>Fagus grandifolia</i>
white ash . . . . .	<i>Fraxinus americana</i>
green ash . . . . .	<i>Fraxinus pennsylvanica</i>
blue ash . . . . .	<i>Fraxinus quadrangulata</i>
black walnut . . . . .	<i>Juglans nigra</i>
red cedar . . . . .	<i>Juniperus virginiana</i>
sweetgum . . . . .	<i>Liquidambar styraciflua</i>
tulip poplar . . . . .	<i>Liriodendron tulipifera</i>
blackgum . . . . .	<i>Nyssa sylvatica</i>
cucumber tree . . . . .	<i>Magnolia acuminata</i>
red mulberry . . . . .	<i>Morus rubra</i>
shotleaf pine . . . . .	<i>Pinus echinata</i>
white pine . . . . .	<i>Pinus strobus</i>
sycamore . . . . .	<i>Platanus occidentalis</i>
black cherry . . . . .	<i>Prunus serotina</i>
white oak . . . . .	<i>Quercus alba</i>
scarlet oak . . . . .	<i>Quercus coccinea</i>
southern red oak . . . . .	<i>Quercus falcata</i>
water oak . . . . .	<i>Quercus nigra</i>
pin oak . . . . .	<i>Quercus palustris</i>
chestnut oak . . . . .	<i>Quercus prinus</i>
northern red oak . . . . .	<i>Quercus rubra</i>
post oak . . . . .	<i>Quercus stellata</i>
black willow . . . . .	<i>Salix nigra</i>
sassafras . . . . .	<i>Sassafras albidum</i>
white cedar . . . . .	<i>Thuja occidentalis</i>
basswood . . . . .	<i>Tilia americana</i>

### **Shrubs**

Alder . . . . .	<i>Alnus serrulata</i>
serviceberry . . . . .	<i>Amelanchier laevis</i>
indigobush . . . . .	<i>Amorpha fruticosa</i>
red chokeberry . . . . .	<i>Aronia arbutifolia</i>
black chokeberry . . . . .	<i>Aronia melanocarpa</i>
sweetshrub . . . . .	<i>Calycanthus floridus</i>
American beautyberry . . . . .	<i>Callicarpa americana</i>
New Jersey tea . . . . .	<i>Ceanothus americanus</i>
buttonbush . . . . .	<i>Cephalanthus occidentalis</i>
Cumberland rosemary . . . . .	<i>Conradina verticillata</i>
hazelnut . . . . .	<i>Corylus americana</i>
leatherwood . . . . .	<i>Dirca palustris</i>

hearts-a-bustin . . . . .	<i>Euonymus americana</i>
swamp mallow . . . . .	<i>Hibiscus moscheutos</i>
wild hydrangea . . . . .	<i>Hydrangea arborescens</i>
golden St. John's wort . . . . .	<i>Hypericum frondosum</i>
shrubby St. John's wort . . . . .	<i>Hypericum prolificum</i>
common winterberry . . . . .	<i>Ilex verticillata</i>
Virginia willow . . . . .	<i>Itea virginica</i>
mountain laurel . . . . .	<i>Kalmia latifolia</i>
spicebush . . . . .	<i>Lindera benzoin</i>
ninebark . . . . .	<i>Physocarpus apulifolius</i>
flame azalea . . . . .	<i>Rhododendron calendulaceum</i>
wild azalea . . . . .	<i>Rhododendron canescens</i>
rosebay . . . . .	<i>Rhododendron maximum</i>
fragrant sumac . . . . .	<i>Rhus aromatica</i>
winged sumac . . . . .	<i>Rhus copallina</i>
Carolina rose . . . . .	<i>Rosa carolina</i>
swamp rose . . . . .	<i>Rosa palustris</i>
elderberry . . . . .	<i>Sambucus canadensis</i>
bladdernut . . . . .	<i>Staphlea trifolia</i>
coralberry . . . . .	<i>Symphoricarpus orbiculatus</i>
farkleberry . . . . .	<i>Vaccinium arboreum</i>
highbush blueberry . . . . .	<i>Vaccinium corymbosum</i>
cranberry . . . . .	<i>Vaccinium macrocarpon</i>
deerberry . . . . .	<i>Vaccinium stamineum</i>
mapleleaf viburnum . . . . .	<i>Viburnum acerifolium</i>

### **Ferns**

lady fern . . . . .	<i>Athyrium felix-femina</i>
sensitive fern . . . . .	<i>Onoclea sensibilis</i>
cinnamon fern . . . . .	<i>Osmunda cinnamomea</i>
chain fern . . . . .	<i>Woodwardia areolata</i>
maidenhair fern . . . . .	<i>Adiantum pedatum</i>
ebony spleenwort . . . . .	<i>Asplenium platyneuron</i>
Christmas fern . . . . .	<i>Polystichum acrostichoides</i>
common grape fern . . . . .	<i>Botrychium dissectum</i>
broad beech fern . . . . .	<i>Phegopteris hexagonaptera</i>
common woodsia . . . . .	<i>Woodsia obtusa</i>

### **Vines**

dutchman's pipe . . . . .	<i>Aristolochia macrophylla</i>
crossvine . . . . .	<i>Bignonia capreolata</i>
trumpet creeper . . . . .	<i>Campsis radicans</i>
leatherflower . . . . .	<i>Clematis viorna</i>

virgin's bower . . . . .	<i>Clematis virginiana</i>
climbing hydrangea . . . . .	<i>Decumaria barbara</i>
Carolina jasmine . . . . .	<i>Gelsemium sempervirens</i>
Virginia creeper . . . . .	<i>Parthenocissus quinquefolia</i>
passionflower . . . . .	<i>Passiflora incarnata</i>
Atlantic wisteria . . . . .	<i>Wisteria frutescens</i>

### **Ground Covers**

hog peanut . . . . .	<i>Amphicarpaea bracteata</i>
pussy toes . . . . .	<i>Antennaria plantaginifolia</i>
wild ginger . . . . .	<i>Asarum canadense</i>
mouse-eared coreopsis . . . . .	<i>Coreopsis auriculata</i>
rattlesnake plantain . . . . .	<i>Goodyera pubescens</i>
dwarf crested iris . . . . .	<i>Iris cristata</i>
partridge berry . . . . .	<i>Mitchella repens</i>
Allegheny spurge . . . . .	<i>Pachysandra procumbens</i>
phacelia . . . . .	<i>Phacelia bipinnatifida</i>
chalice phlox . . . . .	<i>Phlox amoena</i>
Carolina phlox . . . . .	<i>Phlox carolina</i>
wild blue phlox . . . . .	<i>Phlox divaricata</i>
downy phlox . . . . .	<i>Phlox pilosa</i>
creeping phlox . . . . .	<i>Phlox stolonifera</i>
foamflower . . . . .	<i>Tiarella cordifolia</i>
verbena . . . . .	<i>Verbena canadensis</i>

### **Flowers**

doll's eyes . . . . .	<i>Actaea alba</i>
blue star . . . . .	<i>Amsonia tabernaemontana</i>
thimbleweed . . . . .	<i>Anemone virginiana</i>
wild columbine . . . . .	<i>Aquilegia canadensis</i>
green dragon . . . . .	<i>Arisaema dracontium</i>
jack-in-the-pulpit . . . . .	<i>Arisaema triphyllum</i>
goats-beard . . . . .	<i>Aruncus dioicus</i>
swamp milkweed . . . . .	<i>Asclepias incarnata</i>
butterfly weed . . . . .	<i>Asclepias tuberosa</i>
white wood aster . . . . .	<i>Aster divaricatus</i>
showy aster . . . . .	<i>Aster grandiflorus</i>
late purple aster . . . . .	<i>Aster patens</i>
false goatsbeard . . . . .	<i>Astilbe biternata</i>
blue wild indigo . . . . .	<i>Baptisia australis</i>
marsh marigold . . . . .	<i>Caltha palustris</i>
blue cohosh . . . . .	<i>Caulophyllum thalictroides</i>
pink turtlehead . . . . .	<i>Chelone lyonii</i>
whorled tickseed . . . . .	<i>Coreopsis major</i>

wild bleeding heart . . . . .	<i>Dicentra eximia</i>
shooting star . . . . .	<i>Dodecatheon meadia</i>
purple coneflower . . . . .	<i>Echinacea purpurea</i>
wild ageratum . . . . .	<i>Eupatorium coelestinum</i>
Joe-Pye weed . . . . .	<i>Eupatorium fistulosum</i>
wild geranium . . . . .	<i>Geranium maculatum</i>
Maximillian sunflower . . . . .	<i>Helianthus maximilianii</i>
sharp-lobed hepatica . . . . .	<i>Hepatica acutiloba</i>
alumroot . . . . .	<i>Heuchera americana</i>
spotted jewelweed . . . . .	<i>Impatiens capensis</i>
blue flag . . . . .	<i>Iris versicolor</i>
dense blazing star . . . . .	<i>Liatris spicata</i>
Turks-cap lily . . . . .	<i>Lilium superbum</i>
cardinal flower . . . . .	<i>Lobelia cardinalis</i>
Virginia bluebells . . . . .	<i>Mertensia virginica</i>
bishop's cap . . . . .	<i>Mitella diphylla</i>
ginseng . . . . .	<i>Panax quinquefolius</i>
phlox . . . . .	<i>Phlox maculata</i>
garden phlox . . . . .	<i>Phlox paniculata</i>
Jacob's ladder . . . . .	<i>Polemonium reptans</i>
Solomon's seal . . . . .	<i>Polygonatum biflorum</i>
black-eyed susan . . . . .	<i>Rudbeckia fulgida</i>
fire pink . . . . .	<i>Silene virginica</i>
rough-stemmed goldenrod . . . . .	<i>Solidago rugosa</i>
spiderwort . . . . .	<i>Tradescantia virginiana</i>
tall ironweed . . . . .	<i>Vernonia altissima</i>
bird-foot violet . . . . .	<i>Viola pedata</i>
long-spurred violet . . . . .	<i>Viola rostrata</i>

## GRASSES

big bluestem . . . . .	<i>Andropogon gerardii</i>
splitbeard bluestem . . . . .	<i>Andropogon ternarius</i>
broomsedge . . . . .	<i>Andropogon virginicus</i>
river cane . . . . .	<i>Arundinaria gigantea</i>
plantain-leaved sedge . . . . .	<i>Carex plantaginea</i>
river oats, spangle grass . . . . .	<i>Chasmanthium latifolium</i>
oat grass . . . . .	<i>Danthonia compressa</i>
Canada wild rye . . . . .	<i>Elymus canadensis</i>
sugarcane plumegrass . . . . .	<i>Erianthus gigantea</i>
narrow plumegrass . . . . .	<i>Erianthus strictus</i>
bottlebrush grass . . . . .	<i>Hystrix patula</i>
switchgrass . . . . .	<i>Panicum virgatum</i>
Indian grass . . . . .	<i>Sorghastrum nutans</i>

## APPENDIX C - PROHIBITED PLANT LIST

\*\* Abbreviated sample list, complete and updated list available from TN EPPC, [www.tneppc.org](http://www.tneppc.org)

Botanical Name. . . . .	Common Name
<i>Ailanthus altissima</i> (Mill.) Swingle . . . . .	<i>Tree of Heaven</i>
<i>Albizia julibrissin</i> Durz. . . . .	<i>Mimosa</i>
<i>Alliaria petiolata</i> (Bieb.) Cavara & Grande . . . . .	<i>Garlic-mustard</i>
<i>Celastrus orbiculata</i> Thunb. . . . .	<i>Asian bittersweet</i>
<i>Dioscorea oppositifolia</i> L. . . . .	<i>Air-potato</i>
<i>Elaeagnus umbellata</i> Thunb. . . . .	<i>Autumn olive</i>
<i>Elaeagnus pungens</i> Thunb. . . . .	<i>Thorny-olive</i>
<i>Euonymus fortunei</i> (Turcz.) Hand. – Mazz. . . . .	<i>Winter creeper</i>
<i>Hedera helix</i> L. . . . .	<i>English ivy</i>
<i>Lespedeza cuneata</i> (Dum.-Cours.) G. Don . . . . .	<i>Sericea lespedeza</i>
<i>Ligustrum sinense</i> Lour. . . . .	<i>Chinese privet</i>
<i>Ligustrum vulgare</i> L. . . . .	<i>Common privet</i>
<i>Lonicera fragrantissima</i> Lindl. & Paxton . . . . .	<i>January jasmine</i>
<i>Lonicera japonica</i> Thunb. . . . .	<i>Japanese honeysuckle</i>
<i>Lonicera maackii</i> (Rupr.) Maxim. . . . .	<i>Amur bush honeysuckle</i>
<i>Lonicera morrowii</i> A. Gray . . . . .	<i>Morrow's bush honeysuckle</i>
<i>Lonicera tatarica</i> L. . . . .	<i>Tartarian honeysuckle; twin sisters</i>
<i>Lonicera x bella</i> Zabel . . . . .	<i>Bush honeysuckle</i>
<i>Lythrum salicaria</i> L. [all varieties and cultivars . . . . .	<i>Purple loosestrife</i>
<i>Microstegium vimineum</i> (Trin.) A. Camus . . . . .	<i>Nepalgrass; Japanese grass</i>
<i>Myriophyllum spicatum</i> L. . . . .	<i>Eurasian water milfoil</i>
<i>Paulownia tomentosa</i> (Thunb.) Sieb.& Zucc. ex Steud. . . . .	<i>Princess tree</i>
<i>Phragmites australis</i> (Cav.) Trin. ex Steud. . . . .	<i>Common reed</i>
<i>Polygonum cuspidatum</i> Seib. & Zucc. . . . .	<i>Japanese knotweed; Japanese bamboo</i>
<i>Pueraria montana</i> (Lour.) Merr. . . . .	<i>Kudzu</i>
<i>Rosa multiflora</i> Thunb. . . . .	<i>Multiflora rose</i>
<i>Solanum viarum</i> Dunal . . . . .	<i>Tropical soda apple</i>
<i>Sorghum halepense</i> (L.) Pers. . . . .	<i>Johnson grass</i>
<i>Spiraea japonica</i> L.f. . . . .	<i>Japanese spiraea</i>

**APPENDIX D- LANDSCAPE DESIGN ZONES**

## APPENDIX E - LOT PLANTING REQUIREMENTS

### **TYPICAL LOT PLANTING REQUIREMENTS:**

- Building Improvements:  
*No improvements or disturbance is allowed outside this envelope except for the planting and irrigation of enhanced native.*
- No More than 50% of total homesite area may be disturbed regardless of envelope size.
- Only native vegetation allowed from access road to front building line.
- Revegetation of disturbed areas shall be completed using native grass, wildflower and sod seed mix.
- Required enhanced native (outside manicured garden):  
*Required drip irrigation.*  
*Minimum size: Deciduous 2" cal., Evergreen 8'-10'.*  
*Must effectively blend architecture with the site.*  
*May plant required enhanced native outside building envelope.*  
*Connecting plant massings and plant types with neighbor's and/or existing native vegetation is encouraged and may be required.*

**APPENDIX F - ARCHITECTURAL REVIEW SUBMITTAL CHECKLIST*****STEP 1 Pre-Design Conference (Before any design begins)***

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

***STEP 2 Preliminary Design Submittal***

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

***STEP 3 Final Design Submittal***

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

***STEP 4 County Building Permit******STEP 5 Pre-Construction Conference***

- Builder Must Meet with a Representative of the Committee Prior to Commencement of Construction.
- Approval From the Committee Must Be Obtained Prior to Bringing in Any Construction Trailer, Field Office, Etc.
- Agreed Upon Area Must Be Fenced with Chain Link Fencing

***STEP 6 Certificate of Final Construction Approval***

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

**APPENDIX G - ARCHITECTURAL REVIEW APPLICATION**

*Applicant to Complete the Information Below*

***Project Location***

***Owner***

\_\_\_\_\_  
HOMESITE #

\_\_\_\_\_  
NAME

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
PHONE FAX

\_\_\_\_\_  
EMAIL

***Architect***

***Contractor/Builder***

\_\_\_\_\_  
FIRM / ARCHITECT

\_\_\_\_\_  
NAME

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
PHONE FAX

\_\_\_\_\_  
PHONE FAX

\_\_\_\_\_  
EMAIL

\_\_\_\_\_  
EMAIL

**Home Information**

Enclosed Livable: \_\_\_\_\_ Sq. ft.

Enclosed Total: \_\_\_\_\_ Sq. ft.

Covered/ Under Roof Total: \_\_\_\_\_ Sq. ft.

Building Color: \_\_\_\_\_

Building name: \_\_\_\_\_

Building number: \_\_\_\_\_

Description of Submittal

\_\_\_\_\_ MFG LVR

Attach all necessary drawings and information

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

\_\_\_\_\_  
APPLICANT'S SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

*For Committee Use Only:*

RESERVED BY:

DATE:

Preliminary

Approved

Final

Approved w/ Stips

SCHEDULED MEETING DATE:

PRE-DESIGN MEETING DATE:

PRELIMINARY APPROVAL DATE:

FINAL APPROVAL DATE:

Notes:

**APPENDIX H – PERFORMANCE DEPOSIT**