

MULBERRY GROVE P.U.D. RULES AND REGULATIONS V3.0

The following rules and regulations, except as otherwise expressly stated, apply to all Lot Owners and their families, lessees, employees, agents, invitees and guests with respect to the use of the Lots and any other portion of Mulberry Grove. For purposes of these Rules and Regulations, the word “Owner” shall include the Owners, their families, lessees, employees, agents, invitees and guests. Defined terms not otherwise specifically defined in these Rules and Regulations shall have the meaning attached to such terms in the Amended and Restated Declaration of Conditions, Covenants and Restrictions of Mulberry Grove recorded as Entry No. 493736, Book 755 at Pages 759-775 of the records of Grand County, Utah (“Declaration”).

GENERAL Mulberry Grove is subject to all covenants, conditions and restrictions contained in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Mulberry Grove, including, and all other rules and regulations of the Association. In the event of any conflict between the terms of these Rules and Regulations and the terms of the Declaration, the terms of the Declaration shall control.

I. ARCHITECTURAL STANDARDS

It is the intent of the Architectural Standards Section to ensure that all structures fit together visually to create a harmonious neighborhood that takes into account the natural surroundings and that outdoor spaces are attractive and functional. Standards in this Section preserve views, solar exposure, privacy, and foster community interactions. Small homes and energy efficiency reduce the environmental impact of extracting resources to build, heat and cool homes. Exterior materials encourage artistic and sculptural expression, creativity and reflection of our environment.

A. Exterior Finish Materials

1. Walls:

- a) The following materials may be used on up to 100% of the exterior wall area: stucco (cement, lime, earth or a combination thereof), rock or stone.
- b) One or a combination of the following materials may be used on up to 40% of the exterior wall area: wood, patinaed/rusted metal, tile and/or fiber cement board.
- c) The DRC may allow up to 50% of exterior materials to be non-stucco or stone if this allows the materials to more appropriately match the massing and arrangement of exterior surfaces.
- d) Any other material not noted here may be used if approved by the DRC.
- e) Any color combination(s) may be used with the exception of white, off white, grey, or black may not be used on more than 10% of the exterior wall area.
- f) Horizontal lap siding of any material is permitted on no more than 10% of the exterior wall .
- g) Vinyl siding strictly prohibited.
- h) For purposes of this section, area of windows shall be included in the total area of adjacent wall finish(es).

2. Roofing:

- a) Any roofing materials and colors may be used with the exception of the following: white, black, highly reflective or built-up roofing.
- b) The following materials and/or finishes are deemed to be highly reflective for the purposes of this policy: zinc or zinc-aluminum alloy coated steel or polished metal,

e.g. Zincolume ®, galvanized (iron) steel; stainless steel; aluminum; copper (where sealed against oxidation); glazed tiles (irrespective of color); glass or Perspex; high-gloss painted finishes, unless heavily textured (whether tile or metal); high gloss coated finishes other than paint (e.g. enamel).

- c) The following materials and/or finishes are not deemed to be highly reflective for the purposes of this policy: iron and steel which is rusted, or treated so as to rust within a year or less; concrete or clay tiles other than glazed or high-gloss finishes; asphalt and wood shingles and shakes; painted or pre-painted finishes other than high-gloss, e.g. Colorbond ® steel; integral color plastic with a matte finish (e.g. fake shakes, slate tiles)

B. Massing

1. Walls.

- a) Maximum unbroken wall height is 10 feet 6 inches, although height variation may be allowed for wall segments with a horizontal dimension of less than eight feet. See Resource Guide for further illustration.
- b) Maximum unbroken wall area on public side of building is 190 square feet. See Resource Guide for further detail.

2. Roofs

- a) Roof pitches will be between 3:12 and 8:12 unless it is a curved or living roof, in which case pitch may be greater or lesser. Variations from said slopes are allowed for smaller roof sections (e.g., porch roofs, dormers). See Resource Guide for further illustration.
- b) Roof eaves shall be at least 25% of wall height, or 24", whichever is less. Eave length shall be measured horizontally. All houses shall have roofs with eaves.

C. Public Entryway

1. All houses will have a well-defined, covered entry area that is at least 6 feet in depth, and cover a minimum area of 72 square feet.,
2. A well-defined and welcoming path will lead to public entryway.
3. The public entryway of each Residence shall be located on the side of the Residence that faces an interior Mulberry Grove public pathway, excepting the condition in which the only adjacent interior Mulberry Grove public pathway is located to the south of the house, and the house is of passive solar design. In this case the public entryway may be located on another side provided the porch outside the public entryway is still fully visible from the interior Mulberry Grove public pathway.

D. Green Building Program. All residences and buildings intended for human occupation must comply with the Mulberry Grove Green Building Program.

E. Building Floor Areas And Heights (This section is governed by the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Mulberry Grove (CC&R's), Pages 8-9, Section 7; and is reprinted here solely for ease of reference. It may only be amended within the Declaration. In the event of conflict between what is printed in this section and the CC&R's the CC&R's shall govern.)

A. Building Height

- i. Building heights shall be measured from the lowest adjacent finish grade, and heights are limited to 17 feet for a one-story and 22 feet for a two-story dwelling. See Resource Guide for further illustration
- ii. For purposes of egress or providing light and ventilation to basements, stair wells, window wells and exposed basement walls will not be included as 'lowest adjacent grade' when calculating wall height, provided the exposed basement wall length is less than 20% of the building perimeter, and adjacent grade is maintained by retaining walls.

B. Floor Area

- i. The maximum floor area for homes is defined on a per lot basis, which is found in the following schedule (the "Building Height and Area Schedule"), and in the deed for each lot.
- ii. Two-story homes are permitted only on specific lots and shall have a minimum ratio of ground floor to upper floor as shown in the following schedule (the "Building Height and Area Schedule"):
- iii. Floor area shall be measured on the interior of the exterior walls, and is inclusive of interior partition walls.
- iv. Floor area shall include all area having a ceiling height of not less than 6 feet 8 inches, measured from the finish floor to the lowest projection from the ceiling. Lowest projection shall not include beams and girders spaced not less than four feet. Area of rooms under sloping ceilings shall include all areas having a ceiling height of not less than seven feet, excepting beams as above.
- v. In single story homes, loft(s) having floor areas of less than 70 sq. ft., as defined above in (iv), shall not be included in total floor area calculation.
- vi. The maximum square footages allowed for each Lot includes the Residence or Residences in the case of Twin Home Lots and all Accessory Structures combined, including garages. For example if, on a Lot having a maximum allowable square footage of 1200 square feet, there is a 950 square foot Residence, then there may be 100 square feet for a shed and 150 square feet for a detached guest house, if permitted by the City of Moab, or some combination thereof. In the case of a Twin Home Lot, a Residence shall not exceed the maximum allowable floor area as shown on the Building Height and Area Schedule. In the event a Lot Owner of a Twin Home Lot first builds less than the maximum allowed square footage in any category (ground or all floors above grade) and then sells the second Residence on the Twin Home Lot to a third party, any remaining un-built allowed floor area shall be divided equally between the Lot Owner and such third party, unless they otherwise agree in writing by a document signed by both and recorded in the Grand County, Utah records.
- vii. Basements are allowed and are not included in the total maximum square footages for Lots under the Building Height and Area Schedule.
- viii. The maximum size of a basement shall not be greater than the ground floor footprint of the Residence.

Mulberry Grove Building Height & Area Schedule

*Lots Highlighted in grey are twin home lots

Lot #	Max. Allowable Bldg. Height	Max. Allowable Ground Floor Area	Max. Allowable Floor Area (Total all above-grade floors)
1	17 ft.	2200 sq. ft.	2200 sq. ft.
2	22 ft.	1750 sq. ft. (total both units)	2200 sq. ft. (total both units)
3			
4	22 ft.	900 sq. ft.	1400 sq. ft.
5	22 ft.	900 sq. ft.	1400 sq. ft.
6	22 ft.	900 sq. ft.	1400 sq. ft.
7	22 ft.	1400 sq. ft. (total both units)	2000 sq. ft. (total both units)
8			
9	22 ft.	900 sq. ft.	1400 sq. ft.
10	17 ft.	1000 sq. ft.	1000 sq. ft.
11	17 ft.	1000 sq. ft.	1000 sq. ft.
12	17 ft.	1000 sq. ft.	1000 sq. ft.
13	17 ft.	1000 sq. ft.	1000 sq. ft.
14	17 ft.	1000 sq. ft.	1000 sq. ft.
15	17ft.	2400 sq. ft. (total both units)	2400 sq. ft. (total both units)
17			
16	17 ft.	2000 sq. ft.	2000 sq. ft.
18	17 ft.	1400 sq. ft.	1400 sq. ft.
19	17 ft.	1200 sq. ft.	1200 sq. ft.
20	17 ft.	1400 sq. ft.	1400 sq. ft.
21	17 ft.	1800 sq. ft. (total both units)	1800 sq. ft. (total both units)
23			
22	22 ft.	1400 sq. ft. (total both units)	2000 sq. ft. (total both units)
24			
25	17 ft.	1200 sq. ft.	1200 sq. ft.
26	22 ft.	900 sq. ft.	1400 sq. ft.
27	17 ft.	1200 sq. ft.	1200 sq. ft.
28	22 ft.	1400 sq. ft (total both units)	2000 sq. ft. (total both units)
30			
29	17 ft.	1800 sq. ft. (total both units)	1800 sq. ft. (total both units)
31			
32	22 ft.	900 sq. ft.	1400 sq. ft.
33	17 ft.	1200 sq. ft.	1200 sq. ft.
34	22 ft.	1200 sq. ft.	1750 sq. ft.
35	17 ft.	1400 sq. ft.	1400 sq. ft.
36	22 ft.	1200 sq. ft.	1750 sq. ft.
37	17 ft.	2000 sq. ft. (total both units)	2000 sq. ft. (total both units)
39			
38	22 ft.	1200 sq. ft.	1750 sq. ft.
40	17 ft.	2000 sq. ft.	2000 sq. ft.
41	17 ft.	2000 sq. ft.	2000 sq. ft.
42	17 ft.	2000 sq. ft.	2000 sq. ft.

*Interpretation: Basements shall not have a ceiling greater than 12” above finish grade.

II. LOT DEVELOPMENT APPLICATION PROCESS

The design review process is divided into three phases. Phase I of the two-phase process may be used by lot owners or lot purchasers to verify that a schematic design meets the massing and finish material requirements. Phase II, or a combined Phase I/II application may be submitted by a lot owner. Applications may be submitted in printed form, or in PDF format. Drawings and other submission materials shall note the name of the project, lot number and/or address, scale of drawings, and date.

A. Lot Development Application Phase I

1. Phase I Submission Requirements

- a) a scaled site plan of the entire lot showing the proposed footprint of construction, lot lines, and setbacks;
 - b) floor plans at 1/4":12" scale, showing all exterior walls dimensions, roof perimeter and eave dimensions, and with interior floor area noted;
 - c) elevations of each side of the proposed building at 1/4":12" scale, with the following called out:
 - (1) exterior finishes;
 - (2) area of unbroken wall areas on public side of lot.
 - (a) If bottom of eave is below top of wall, bottom of eave may be used as top of wall edge.
 - (b) If bottom of wall finish terminates at a change of plane and finish at foundation insulation, and such termination is less than 12" above finish grade, such termination may be used as bottom of wall edge.
 - (3) roof slopes;
 - (4) elevations of top of walls, or bottom of eaves, whichever is lower; and top of highest roof;
 - d) a table showing percentages of total exterior area of each exterior wall finish (see item I.A.1.)
 - e) a table showing glazing area of south facing fenestration, in sq. ft., and as percentage of room floor area they are lighting.
 - f) building sections if sloping ceilings over lofts or second stories are included.
2. Upon receipt of an application the DRC shall inform the applicant within 14 days whether or not an application is complete.
 3. Within 30 days of receipt of a complete application the DRC shall approve, disapprove, or approve with conditions, in written or pdf form such application. DRC approval of a Phase I application constitutes acceptance that the proposed building meets the requirements Sections I-A,B,C,E of this document.
 4. DRC will incompletely evaluate the submission for obvious elements that could prevent the Phase II submission from passing.
 5. The DRC's decision is intended to insure the fulfillment of the objectives of this Declaration.

B. Lot Development Application Phase II

1. Phase II Submission Requirements

- a) Certification that the Phase I submittals are unchanged, or amended versions of Phase I submittals.
- b) A completed Green Building Program Checklist (form to be provided by the Association) and any documentation reasonably needed to assess compliance (e.g., wall sections, specifications of exterior materials, windows, insulation, HVAC, etc.).

Points shall only be awarded for which supporting material is provided. At a minimum (for those mandatory elements of the GBP, and which are commonly known prior to construction):

- (1) A window and door schedule, including glazing types, and tables showing glazing and operable areas totals for each room required (ref), and ratio of glazing areas to room floor area expressed as a percentage. (GBP 7.1, 9.8)
 - (2) Typical exterior assembly sections showing insulation, calculations, and/or software results to show prescriptive or performance building envelope performance (GBP 6.1)
 - (3) Framing plans (GBP 3.2,)
 - (4) Foundation plans and specs (GBP 1.10, 3.8)
 - (5) Mechanical heating plans and/or specifications
- c) Date on which construction/landscaping is proposed to commence.
2. Upon receipt of a Phase II application the DRC shall inform the applicant within 14 days whether the application is complete.
 3. The DRC shall, within 30 days after a complete set of such materials has been submitted, either approve, disapprove, or approve with conditions, such application. The DRC shall indicate submittals required for III.B..
 4. The DRC's decision is intended to insure the fulfillment of the objectives of this Declaration. If approval is not granted the DRC shall explain its reasons in writing. In the event the DRC fails to take action within the said 30-day period, the proposal shall be deemed to have been approved.
- C. In the case of minor exterior improvements/remodels, the DRC may, but need not, waive a submission of plans and specifications and act on the basis of information contained in an informal written proposal.

III. LOT DEVELOPMENT CONSTRUCTION PHASE

It is the intent of this Section to ensure that construction complies with the previous approval, is completed diligently, and is a minimal disruption to residents, neighbors, wildlife and the environment.

- A. Pre-construction submittals** – Prior to beginning construction the lot owner shall submit the following to the DRC:
1. A set of the final construction documents, including plans and specifications, as approved by Grand County Building Dept and/or upon which an accepted construction bid is based, which ever most accurately portrays the building to be constructed.
 2. A \$1,500 clean up, security, and landscaping guarantee, payable to the Mulberry Grove Home Owners Association, the purpose of which is to ensure that landscaping is installed, exterior finishes are as represented prior to installation, and if a site is abandoned, to move/store building materials, clean up debris, and guard the site/building from damage. Upon completion of front and side yards landscaping, construction and construction debris clean up, such deposit will be refunded. Upon non-compliance, after notice and opportunity to cure, so much of the deposit as necessary will be used for such purpose
 3. A copy of the Mulberry Grove Construction Impacts Mitigation Protocol, signed by the owner and general contractor.
- B. Mid-construction submittals** – Specifics depend on completeness of Phase II Application, and changes during construction. At a minimum, prior to III.D., below, owner shall submit:
1. Pictorial or physical samples of exterior finishes,

2. Exterior lighting plans and fixture cut sheets,
 3. Landscape and irrigation plans
 4. Appliance schedule, manufacturers and model numbers
 5. Portion of window purchase contract showing characteristics of individual windows
- C.** The DRC may, from time to time, inspect projects on Lots under construction to assure compliance with the plans and specifications as approved. If the DRC finds that the construction does not conform to the approved plans and specifications, it may retain the guarantee until the nonconforming construction is remedied.
- D.** All construction commenced on a Lot, whether by the Lot Owner or the Association, shall be prosecuted diligently to completion of exterior finish within one year from receiving a building permit, unless otherwise determined by the DRC. Upon completion of construction, a Lot Owner shall request an inspection and a written certification of approval from the DRC.
- E.** Front and side yard landscaping shall be completed within one year of exterior finish (III.D.). Guarantee (A.2.) shall be returned upon completed installation of approved irrigation and planting plans.
- F. Sitework and Construction Practices**
1. The topography of a Lot shall not be altered by removal, excavation, fill or any other means without approval from the DRC.
 2. Each Lot Owner shall comply with all applicable environmental laws, whether expressed in federal, state and/or local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air, or other aspects of the natural environment. Environmental laws include, but are not limited to those laws regulating the use, generation, disposal of hazardous substances, wastes and materials.
 3. No Lot Owner shall knowingly use, generate, manufacture, store, release, dispose of, or knowingly permit to exist in, on, under or about such Lot Owner's Lot, the Common Space or any portion of the Property or transport to or from any portion of Mulberry Grove any hazardous materials except in compliance with the environmental laws.
 4. All Lot Owners and their contractors shall comply with the construction regulation portions of any policies adopted by the Association, which may regulate, from time to time, without limitation, such matters as: trash and debris removal; sanitary facilities; parking areas; outside storage; restoration of damaged property; conduct and behavior of builders, sub-contractors and Resident's representatives on the property at any time; the conservation of landscape materials; and fire protection. No temporary structures shall be permitted except as may be determined to be necessary during construction and as specifically authorized by the DRC.

IV. AGRICULTURAL ANIMALS

The following Rules and Regulations are for the keeping of animals for agricultural purposes:

- A.** Residents shall adhere to the City of Moab's ordinance regarding the raising fowl.
- B.** As permitted, Residents may raise several fowl for egg and or meat production. Fowl must be contained within a Residents' lot, within a fully enclosed coop and run and shall have access to an adequately sized, roofed shelter with walls on all sides to protect from the elements.
- C.** As permitted by the HOA and the City of Moab, larger animals may be raised by Lot Owners in Tract B of the open space for food and/or fiber.
 1. The adult weight of such animals shall not exceed 500 pounds

- 2. Animals may only be kept in the agricultural open space (not on residential lots) as permitted by the HOA with prior approval, on a case by case basis, and subject to a contract with the Lot Owner;
- 3. Open space to keep such animals shall be rented, amount to be determined by HOA;
- 4. All animals will be contained within fencing; provided with access to an adequately sized, roofed shelter (as approved by HOA) with walls on all sides to protect from the elements and predators;
- 5. Adequate food and water; and veterinary care as needed shall be provided;
- 6. All solid animal excrete shall be removed, as stated in contract between HOA and lessee.
- 7. All expenses incurred for housing and maintaining animals shall be the responsibility of the animal owner;
- D.** Animal raising shall generate no offensive sights, noise or smells either within Mulberry Grove or on adjacent properties;
- E.** Animal owners shall appoint someone responsible for maintaining animal(s) while s/he is gone;
- F.** Any expenses incurred by the HOA to enforce any of the above shall be borne by the animal owner/space renter;
- G.** Cattle, horses, roosters and swine shall not be permitted;
- H.** Permission to keep an animal or animals may be revoked by the HOA and upon revocation the animal(s) of the owner shall be promptly removed;
- I.** Slaughter of animals shall be permitted within Mulberry Grove only as is necessary for the production of eggs, milk and/ or fiber;
- J.** The HOA may require a refundable deposit to ensure compliance with the foregoing rules and regulations;

Enforcement of the Rules and Regulations shall be provided in the Declaration of Covenants, Conditions and Restrictions for Mulberry Grove.

The above Rules and Regulations were approved and adopted by the Executive Board of Mulberry Grove Homeowners Association, Inc. on the _____ day of _____, 201__.

Printed Name of Officer	Signature
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