

EXHIBIT "B"**ARCHITECTURAL AND LANDSCAPING
DESIGN AND REVIEW
STANDARDS AND PROCEDURES
FOR
SIERRA HILLS**

1. **Introduction.** The following Architectural and Landscaping Design and Review Standards and Procedures ("Architectural and Landscaping Standards") are established to provide standards and procedures to be used in the planning, design and construction of all Improvements on Lots within the Project, thus insuring the development and maintenance of the Project as an attractive, exclusive, harmoniously designed residential community. These Architectural and Landscaping Standards are part of the Declaration to which these Architectural and Landscaping Standards are attached and shall be binding upon each Owner who at any time wishes to construct, reconstruct, refinish, remodel or alter any Improvements on its Lot or install or modify Landscaping on its Lot or makes any changes to the natural or existing surface or drainage thereon. Notwithstanding the foregoing, these Architectural and Landscaping standards shall not apply to any improvements that are wholly interior to a Residential Unit and which is not readily visible from the exterior of any such Residential Unit. In the event of any conflict between these Architectural and Landscaping Standards and the Declaration, these Architectural and Landscaping Standards shall apply, unless the context clearly requires otherwise. The Architectural and Landscaping Standards are supplemental to any standards, requirements and restrictions imposed by any applicable governmental authorities. The Association, acting by and through the Board, shall have the authority to take whatever steps are necessary to enforce these Architectural and Landscaping Standards. These Architectural and Landscaping Standards may be amended from time to time in accordance with Section 5.10 of the Declaration, and it shall be the responsibility of each Owner or other interested party to obtain and review a copy of the most recently revised Architectural and Landscaping Standards.

2. **Definitions.** Capitalized words used herein shall have the same meanings designated for such words in Article 1 of the Declaration. In addition, the following words or phrases, when used herein, shall have the following meanings:

(a) **"Architect"** means a person appropriately licensed to practice architecture in Arizona.

(b) **"Contractor"** means a person or entity engaged by an Owner (other than Builder) for the purposes of constructing any Improvement within such Owner's Lot. All Contractors must hold a current and appropriate Arizona contractor's license in good standing.

(c) **"Enclosed Area"** means any fenced or screened rear yard area on a Lot or any areas of front entrance to a Living Unit which are not visible from the street which is located immediately adjacent to the front of the Lot.

(d) **"Grading"** means any disturbance of the surface of a Lot (except to the extent reasonably necessary for planting of approved vegetation), including any trenching which results in the removal of earth, rock or other materials from a depth of more than twelve (12) inches below the natural surface of a Lot, or any grading of the surface of a Lot.

(e) **"Indigenous Specie"** means a specie of plant, whether ground cover, shrub, cactus or tree, which is listed on the Indigenous Plant List set forth in Appendix A hereto.

(f) **"Natural Area"** means that portion of the natural desert within a Lot which must remain undisturbed pursuant to the regulations of the City, and no Improvements are to be built within the Natural Area

(g) **"Prohibited Plants"** means those plants and trees identified on Appendix B attached hereto.

(h) **"Protected Plants"** means those Indigenous Species of trees or cacti listed in the City's Native Plant Ordinance No. 455, Article 7, as may be amended from time to time including, without limitation, those of four (4) inch caliper or six (6) foot in height or greater including: ironwood, Mesquite, palo verde, saguaro, barrel cactus, ocotillo and yucca.

(i) **"Unenclosed Area"** means that part of any Lot excluding the Natural Area and any Enclosed Area.

3. **Architectural Design Standards.** The concept and design of all proposed Improvements to be constructed on each Owner's Lot must be approved by the Committee. It is recommended that each Owner retain competent professionals to plan and design Improvements. Only plans of professional quality will be accepted for review by the Committee. Each Owner must strictly comply with these Architectural and Landscaping Standards, the Declaration, the Rules and Regulations and any ordinances, laws and regulations of any governmental authority, in order to bring the design review process to a speedy and satisfactory conclusion. The following architectural standards must be followed in connection with any Improvements on any Lot:

(a) **Design.** The exterior of all Improvements within the Project must be a design consistent with what is commonly known as Santa Fe, Santa Barbara, Southwestern Tuscan or Mediterranean architecture.

(b) **Size.** Living Units shall exceed 3200 square feet of living area unless there are special circumstances requiring unique design solutions, in which case the size requirements can be slightly modified in the sole discretion of the Committee. Notwithstanding the foregoing, not more than sixty-five percent (65%) of the gross square footage of any Lot shall be covered by Improvements and the remainder of each Lot shall remain natural area/open space. In addition, any Residential Unit proposed to be constructed on a Lot that is contiguous at any point to 136th Street shall be orientated north and south (with all primary views facing north and south). For each such Residential Unit, a six foot (6') high non-transparent wall shall run from within four (4) feet of the front of each structure to the rear of the building envelopes, and such wall must be completed before the Residential Unit is occupied. A diagram showing the wall is attached to the Mayo CC&Rs as Exhibit "E".

(c) **Height and Siting of Structures.** Living Units shall be limited to a maximum height of (i) twenty-four (24) feet above the highest adjacent natural grade portion of the Lot, (ii) thirty (30) feet over the lowest point from the natural grade of the Lot, or (iii) any lower height limitations imposed by the City. Sensitivity to height and relationship to other Living Units immediately surrounding the Lot must be taken into consideration and will play a role in the review process by the Committee. Notwithstanding the foregoing, Improvements constructed within 200 feet of either Via Linda or 136th Street shall not exceed twenty-four(24) feet in height from the final building pad elevation.

(d) **Walls and Fencing.** To the extent not restricted by any applicable City ordinance, exterior walls with a stuccoed finish may be used for privacy. All fencing and walls built upon a Lot shall be of masonry and/or wrought iron material only and shall be meandering in configuration and shall be subject to and shall comply with City of Scottsdale Design Review Standards. Walls are required as screening to enclose all above-ground garbage and trash containers, heating and cooling equipment and other outdoor maintenance and service facilities, and such walls should be a visual extension of the architecture of the Living Unit. The maximum allowable height of walls shall be eight (8) feet measured from the top of the exterior side of the wall to this natural grade immediately adjacent to said wall, and a wall may not exceed an average of six (6) feet in height measured as herein provided. The color of walls must conform to the color standards set forth in Section 5 below. Walls may not be intended to delineate property lines. Acceptability of wall locations and heights shall be determined by the Committee.

(e) **Garages.** In order to establish a visually attractive residential streetscape and to encourage architectural creativity, side entry garages shall be encouraged on all Living Units. No garage doors directly facing a residential street shall be permitted except in cases of extreme hardship as determined in the sole discretion of the committee. Hardship shall be determined on the basis of safety, Lot grade and configuration, visibility from neighboring property and the architectural appropriateness and integrity of the proposed Living Unit as sited on the Lot as it relates to surrounding residences. In the event a hardship is determined to exist and a front-entry garage is permitted (garage doors facing the street), the garage faced shall be stepped back or recessed from the primary face of the Living Unit so as to diminish its prominence, and in such event, the maximum number of street-facing doors shall be three (3). In the event that a 3-door front-entry garage is approved, the face of all three garage doors may not be on the same plane; at least one door must be stepped back or recessed from the others and further differentiated by its roof line and treatment. All garage stalls must be immediately adjacent to each other. No garage door shall be permitted to be more than two (2) feet higher than any other garage door or standardized garage doors and no such larger than normal garage doors shall be permitted on front-entry garages.

(f) **Solar Application.** Passive solar application or the orientation and design of the Living Unit for winter solar gain will reduce winter heating needs and will be encouraged. Solar collectors, however, can result in excessive glare and reflection and will only be approved by the Committee if they are integrated into the structures or landscaping on a Lot and are not Visible from Neighboring Property. Rooftop solar collectors, however, are not allowed, except as otherwise required by law.

(g) **HVAC Facilities.** All heating, air conditioning, evaporative cooling or similar facilities may be installed, constructed or maintained upon any Living Unit only if (i) such facilities are ground mounted and (ii) the committee has approved the installation and location of such facilities.

(h) **Tennis and Sports Courts.** Tennis and sports courts shall not be permitted within the Project.

(i) **Lights.** Only low level, low intensity accent lights will be allowed at exterior locations on Lots and such lights must be used in a manner that softens the exterior character of the Living Unit. Spotlights or other lights shall not be installed, maintained or used in a manner which causes glare to neighboring property or an annoyance to the Occupants of neighboring property within the Project, and all spotlights shall be mounted and maintained so that the light is directed downward at no less than a 45° angle. Overhead swimming pool lights shall not be allowed except as approved by the Committee. All outside lights will be of a height, design and type approved by the Committee.

(j) **Roofs.** All roofs shall be of a material, color and texture approved by the Committee. The overall appearance of the Living Unit will be an important consideration. The Committee may approve pitched roofs up to a maximum pitch of 5 in 12. The color of roofs must conform to the color standards set forth in Section 5 below. Reflective roof surfaces which cause excessive glare are not allowed. Only roofs composed of clay, sandcast or concrete flat tiles or another material approved by the Committee shall be constructed on any Lot. No asbestos or shake shingle roofs shall be allowed. No Residential Unit shall include roof top patios, gardens or similar facilities.

(k) **Driveway Construction and Use.** The location of a driveway on all Lots is subject to the Committee's approval. All driveways shall be paved with concrete or other solid materials approved by the Committee. Each driveway shall be at least fifteen (15) feet in width. The use of special texturing, integral color borders, etc. shall be required with respect to all driveways.

(l) **Basketball Goals and Play Structures.** No basketball goal, backboard or similar structure or devise, and no swing set or other play structure shall be placed or constructed on any Lot without the prior written approval of the Committee (including, but not limited to, approval of the design, height, color, appearance and location). In no event shall basketball goals be permitted to be attached to any Living Unit. All basketball goals must be installed, placed and kept no further forward on any Lot than the garage doors of the Living Unit situated on that Lot. Permanent basketball goals must include a free-standing pole, which must be painted the color of the body of the Living Unit. The blackboard of any basketball goal must be composed of clear material.

(m) **Setbacks.** The front, rear, left and right side yard setbacks shall conform with the code of the City.

(n) **Porte Cochere.** A porte cochere shall be permitted on a Lot so long as (i) the side of the porte cochere closest to the street does not extend closer than twenty-five (25) feet

from the front yard property line; (ii) the porte cochere extends completely over the width of the driveway; (iii) the porte cochere is for the sole purpose of vehicular unloading; and (iv) the design of the porte cochere is approved in writing by the Committee.

(o) **Antennas, Poles, Towers and Dishes.** Since television, radio, short wave, microwave, satellite and other antennas, poles, towers, masts, dishes or other similar devices ("Transmission/Reception Devices") can be unsightly, intrusive and inconsistent with the desired character and appearance of the Project, it is essential that the installation within the Project of all such Transmission/Reception Devices be monitored and controlled by the Association to eliminate or minimize the visibility of such devices from all areas within the Project. Accordingly, each Owner, as essential consideration for the deed to its Lot, and except as may be limited by any applicable law, shall be deemed to have covenanted that no Transmission/Reception Devices shall be placed, constructed, installed or maintained upon its Lot (including, but not limited to, upon the roof or exterior walls of any Living Unit or other structure) unless the Transmission/Reception Device is fully screened due to a parapet wall or other structure which conforms architecturally with the structure of the Living Unit or unless such Transmission/Reception Device is otherwise approved by the Committee; or the Transmission/Reception Device is otherwise reasonable and attractively screened so as to be minimally Visible From Neighboring Property. Any means of screening or concealment shall be subject to the Architectural and Landscaping Standard adopted by the Committee and shall be subject to approval by the Committee in accordance with Article 4 of this Declaration.

4. **Materials.**

(a) **Exterior Surface Materials.** Exterior surfaces shall be generally of natural materials that blend and are compatible with the natural landscape. Masonry and stucco are to be the predominant exterior surfaces. These materials provide an outer surface to withstand the climatic extremes. Large expanses of wood surfaces will not weather well in desert conditions and will not be approved. No untreated exposed metal or wood siding shall be allowed as an exterior construction material provided, however, that wood beams shall be an acceptable construction material.

(b) **Reflective Finishes.** No highly reflective finishes (other than glass, which may not be mirrored) shall be used on exterior surfaces (other than surfaces of hardware fixtures) including, without limitation, the exterior surfaces of any of the following: roofs, all projections above roofs, retaining walls, doors, trim, walls, fences, pipes and equipment.

(c) **Windows.** All aluminum window frames must be anodized-bronzed or another color approved by the Committee or coated with an equivalent finish acceptable to the Committee, and no white or mill colored finishes will be allowed.

5. **Color.** The color of all of the external materials must generally be earth tones and muted to allow the natural colors of the desert to predominate, and in no event shall external materials with a light reflective value (LRV) in excess of forty percent (40%) be used in the construction of any Improvements on any Lot. Approval of all colors of external materials used in construction of Improvements on any Lot must be obtained from the Committee prior to construction.

6. **Miscellaneous Architectural Standards.** In addition to other restrictions contained herein, the following restrictions shall apply to all Improvements constructed or installed on the Lots.

(a) **Mechanical Systems.** No rooftop mechanical units are allowed. All ground-based systems shall be screened by approved landscaping, building configuration or walls. Without limiting the generality of the foregoing, all heating, ventilation and other mechanical and/or other electrical equipment and similar items shall be screened by visual barriers so as not to be Visible from Neighboring Property. The visual barriers screening such equipment shall be designated upon any pedestrian walkways constructed adjacent thereto.

(b) **Service Yard.** Walls are required as screening for a service yard, if any, to enclose all above-ground heating and cooling equipment, garbage and trash containers, clotheslines and other outdoor maintenance and service facilities.

(c) **Mailboxes.** The design and location of mailboxes and newspaper tubes must be approved by the Committee, and the Committee may require that mailboxes be grouped. In any event, mailboxes are to be located in conformance with U.S. Postal Service requirements.

(d) **Additions; Alterations; Reconstruction.** All additions, alterations or reconstruction to the Living Unit or to any other Improvement on a Lot shall be reviewed and approved by the Committee to ensure conformance with previously approved design and quality.

(e) **Utility and Irrigation Meters and Panels.** No utility or service equipment or lines may be installed or located on any Lot except as has been approved by the Committee. No utility meter or apparatus shall be located on any pole or attached to the outside of any Improvement which is exposed to view from any street within the Project. Notwithstanding the foregoing, utility meters and related panels and similar equipment may be placed on outside building walls as necessary to comply with the requirements, requests, regulations, orders, commissions or specifications of any public, quasi-public or private utility or any governmental agency or body provided that reasonable efforts shall be made to avoid placing any such meter, panel or equipment on the outside front wall of any Living Unit or other building facing the street directly in front of or to the side of the Living Unit. All sprinkler and irrigation controls, valves, panels and equipment installed on any Lot shall be installed so as not to be visible from any street directly in front of or to the side of any Lot.

(f) **New Construction.** All Improvements subject to this Architectural and Landscaping Standards shall be of new construction, and no buildings or other structures shall be moved from other locations onto any Lot.

7. **Site Development.** No excavation or Grading shall be performed on any Lot without the prior written approval of the Committee. No Owner shall erect, construct, maintain, permit or allow any fence, building pad or other Improvement which interrupts the normal drainage of the land within any Lot without the prior written approval of the committee. On-Lot retention shall be maintained pursuant to the ordinances of the City. No Owner shall alter the elevation of natural grade without the prior written approval of the Committee, and any Grading must be performed with minimum disruption to the Lot and shall not cause water existing on the

Lot to drain from different points, in greater quantities or at greater velocities than occurred in its natural condition. On-Lot retention shall be maintained pursuant to the ordinances of the City.

8. **Landscaping Standards.** Except as necessary in connection with the routine maintenance of Landscaping, no Landscaping shall be planted, installed or placed on or removed from any Lot unless and until a landscaping plan for such is submitted to and approved by the Committee, all in accordance with these Architectural and Landscaping Standards.

(a) **Landscaping Requirements.** Except as necessary in connection with the routine maintenance of Landscaping, no Landscaping shall be removed from or planted, placed or replaced on any Lot unless and until the plans and specifications for such Landscaping are submitted to and approved by the Committee, all in accordance with these Architectural and Landscaping Standards. If the front yard Landscaping (including any side yard Landscaping visible from any street adjacent thereto) is not installed, and if any areas disturbed during construction are not revegetated (the "Revegetation"), prior to the closing of the sale of a Lot improved with a Living Unit (a "Home") to a Purchaser who will be the first occupant of the Home (the "Initial Homeowner"), Initial Homeowner shall, within sixty (60) days of the date of issuance for its certificate of occupancy for its Home, cause the front yard Landscaping on its Lot to be fully installed and revegetate all areas disturbed during construction, all in accordance with a professionally prepared landscape plan which must be approved by the Committee. If the front yard Landscaping of a Lot is not installed or the Revegetation is not completed as aforesaid and the Association shall be entitled to take all available action necessary to cause such Landscaping and Revegetation to be installed, including the initiation of legal proceedings against the non-complying Owner. In the event of such non-compliance, the Association shall also have the right to levy a fine or lien against such Owner and suspend such Owner's rights under this Declaration and the Project Documents. The non-complying Owner shall be responsible for all fees and costs incurred by the Association or the Declarants in connection with the enforcement of this Section, including reasonable attorneys' fees, and such amounts shall be added to and become part of the Assessment for which the non-complying Owner's Lot is subject.

(b) **Protected Plants.** Protected plants are those existing desert plants which must be protected due to size and type pursuant to governmental standards. Improvements must be sited to avoid Protected Plants. If transplanting of Protected Plants is required in order to create a usable building pad, it is recommended that professionals be consulted.

(c) **Natural Area.** Each of the Lots is subject to City ordinances relating to the preservation of natural open spaces and by accepting a deed to a Lot, an Owner agrees to leave the Natural Area in its undisturbed and natural state and to comply with all such ordinances. Each Owner shall also fully comply with City statutes and ordinances which (i) prohibit grass from being planted or maintained on certain parts of Lots, (ii) restrict the amount of grass which may be installed on Lots, or (iii) restrict certain types of Landscaping from being installed on Lots. Owners understand that severe fines may be imposed for violation of any natural area open space and landscaping ordinances, and each Owner, by accepting a deed to a Lot, agrees to be responsible for any fines imposed by the City as a result of any violation of natural area open space and landscaping ordinances affecting such Owner's Lot.

(d) **Unenclosed Area.** The plant materials permitted to be used in the Unenclosed Area are listed on Appendix A, and no other plants or materials shall be used in the Unenclosed Area without the prior written consent of the Committee. Irrigation systems must be carefully designed to minimize overspray and runoff onto the Natural Area.

(e) **Enclosed Area.** Any plant materials except the Prohibited Plans may be used in the Enclosed Area.

(f) **Prohibited Plants.** Under no circumstances shall any of the Prohibited Plants be planted on any Lot.

(g) **Fire Break.** Adequate precautions should be taken with Landscaping to protect from brush fires. Please consult with the City for current guidelines and requirements.

9. **Design Review Procedures.** The process for obtaining approval from the Committee of proposed Improvements and Landscaping is set forth in this Section.

(a) **Initial Consultation.** Prior to preparing preliminary plans for any proposed Improvement and Landscaping, it is mandatory that the Owner and/or its Architect meet with the Committee or a member thereof or its appointed consultant to discuss proposed plans and to explore and resolve any questions regarding architectural and Landscaping requirements in the Project. This informal review is intended to provide guidance prior to initiating the preliminary design. An appointment with the Committee for a pre-design meeting should be made at least one week in advance. Conceptual elevations and a site plan must be presented at the pre-design meeting.

(b) **Preliminary Review.** Subsequent to the initial consultation, Owner and/or its Architect must submit to the Committee the following documents:

(i) Site plan (at no less than 10' = 30'), showing the location of all Improvements proposed to be constructed thereon; all driveway and parking areas; a grading plan, including existing and proposed topography; utility connections; and finished floor elevations. Also shown must be the area where building materials and debris will be confined during construction.

(ii) Preliminary Plans and Specifications for all Improvements proposed to be constructed on the Lot, including the exterior elevations, with both existing and proposed grades shown; the roof plan; floor plans; wall sections; and details of exterior decks or patios.

(iii) Samples of all exterior materials and colors under consideration. Samples must be presented on an 18" x 34" board (at least 1/8" thick) clearly marked with Owner's name, filing date and Lot number. All samples must be identified by the manufacturer's name, color and style number.

(iv) Preliminary landscape plan, on same scale as the site plan, showing areas to be irrigated, if any; proposed plants and sizes thereof; driveway; retainage, decorative features, etc.

(v) An approximate time schedule indicating starting and completion dates of construction, utility hook-up, completion of landscaping work and anticipated occupancy date.

(vi) A submittal fee or resubmittal fee, as applicable, as established from time to time by the Committee.

(c) **Final Review.** Subsequent to the preliminary review, the Owner and/or its Architect and/or Landscaping consultant must submit to the Committee a full set of detailed working drawings and specifications for all Improvements and Landscaping to be located on the Lot. The Committee shall not be deemed to have approved such plans until and unless it issues a written certificate of approval of such plans. All construction documents are to be in accordance with the final plans approved by the Committee. No construction shall commence until such final review is completed and such final approval is given by the Committee.

(d) **Review of Plans.** The Committee shall conduct reviews of plans during its regular meeting or at such other times as it deems appropriate. Owners, Architects and Contractors shall have no right to attend any meetings of the Committee unless specifically requested by the Committee. The Committee shall have the right to disapprove any plans and specifications if they are not complete or are not suitable or desirable, in the Committee's opinion, or aesthetic or other reasons, in light of the general plan for the improvement and development of the Property as an attractive, exclusive, harmoniously designed residential development of custom homes. In so passing upon the plans and specifications for any Improvements, including any Landscaping plans, and without limiting the foregoing rights of the Committee, the Committee shall have the right to take into consideration the character, color and design of the proposed Improvements, Landscaping, alterations, repair or change, the materials of which the proposed Improvements, Landscaping, alterations, repair or change is to be built or installed, the conformity of the proposed Improvements, Landscaping, alterations, repair or change with the standards contained in the schedules attached to the Architectural and Landscaping Standards, the site upon which the Improvements, Landscaping, alterations, repair or change is proposed to be erected, the extent to which natural growth and elevation would have to be altered, the harmony thereof with the surroundings and the effect of the proposed Improvements, Landscaping, alterations, repair or change on the adjacent or neighboring Lots. The Committee shall respond in writing within thirty (30) days after a submittal of all required documents is complete, provided that the plans are in accordance with the requirements outlined above. In the event the Committee fails to approve or disapprove in writing an application for an improvement, addition or alteration to a Lot within thirty (30) days after its receipt of a complete application, duly prepared in accordance with the rules promulgated by the Declarant or the Board, as the case may be, approval of the Committee will not be required for the Improvements, additions or alterations which were subject to the submitted application, provided such improvements, additions or alterations are carried out in precise conformity with such application. Results of reviews will not be discussed over the telephone by members of the Committee with an Owner or its Architect or Contractor. Any responses an Owner may wish to make in reference to the Committee's notice following review of submitted plans must be addressed to the Committee in writing. An application fee of Two Hundred Fifty Dollars (\$250) per application (except for any application submitted by Builder), payable to the Association,

may be required at the time the preliminary Plans are submitted if an outside architectural or Landscaping consultant is used by the Committee to review the submission.

(c) **Resubmittal of Plans.** In the event of any disapproval by the Committee of a submission, a resubmission of plans should follow the same procedure as an original submittal unless the committee determines that the required revisions are minor in nature, in which case the Committee may, in its sole discretion, approve the plans with conditions and waive resubmission and/or payment of a new application fee.

(f) **Commencement of Construction.** Upon receipt of final approval from the Committee, the Owner shall diligently proceed with the commencement and completion of all construction pursuant to the approved plans. However, at least three days prior to commencement of construction or any other on-site work, Owner shall notify the Committee so that it can make a visual inspection of the Lot to ensure that the final building layout and staking is in accordance with the final plans approved by the Committee. Owner shall satisfy all conditions and commence construction pursuant to the approved plans within six (6) months from the date of such approval. If Owner shall fail to comply with this paragraph, any approval given shall be deemed revoked unless, upon the written request of Owner made to the Committee prior to the expiration of such six (6) month period and upon a finding by the Committee that there has been no change in circumstances, the time for such commencement is extended in writing by the Committee. Owner shall in any event complete construction of the foundation and all exterior surfaces (including the roof, exterior walls, windows and doors) of any Improvement on its Lot within one (1) year after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to Owner due to strikes, fires, national emergencies or natural calamities.

(g) **Work in Progress – Inspection.** The Committee may inspect all work in progress and give notice of noncompliance. Absence of such inspection and notification during the construction period does not constitute either approval of the Committee of work in progress or compliance with these Architectural and Landscaping Standards or the Declaration.

(h) **Completed Work.**

(i) Upon final completion of any Improvement or Landscaping for which final approval was given by the Committee, Owner shall give written notice of completion to the Committee.

(ii) Within such reasonable time as the Committee may determine, but in no case exceeding ten (10) days from receipt of such written notice of completion from owner or its duly authorized representative, the Committee may inspect the Improvements. If it is found that such work was not done in strict compliance with the final plan approved by the Committee, it shall notify Owner in writing of such noncompliance, specifying in reasonable detail the particulars of noncompliance, and shall require Owner to remedy the same.

(iii) If, upon the expiration of thirty (30) days from the date of such notification by the Committee, Owner shall have failed to remedy such

noncompliance, the Committee shall notify the Owner, and the Association may take such action as is necessary to remove the noncomplying Improvements or otherwise bring the noncomplying Improvements into compliance including, without limitation, injunctive relief and/or the imposition of a fine.

(i) **Prior Approval.** The approval by the Committee of any plans, drawings or specifications for any work done or proposed, or in connection with any other matter requiring the approval of the Committee under these Architectural and Landscaping Standards or the Declaration shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted for approval.

(j) **Right of Waiver.** The Committee reserves the right to waive or vary any of the procedures or standards set forth herein at its discretion for good cause shown if the Committee determines in its discretion that (i) the procedure or standard would create a substantial hardship or burden on an Owner or (ii) the waiver will not have any substantial adverse effect on the other Owners in the Project.

(k) **Subsequent Changes.** Any change, deletion or addition to the plans and specifications approved by the Committee must be approved in writing by the Committee. Additional Improvements or Landscaping to a Lot and/or any changes after completion of approved Improvements must be submitted to the Committee for approval prior to making such changes and/or additions.

10. **Construction Regulations.** Contractors, Owners and any subcontractors shall be bound by these regulations. Any violation by a Contractor or subcontractor shall be deemed to be a violation by the Owner of the Lot.

(a) **Debris and Trash Removal.** Owners and Contractors shall clean up all trash and debris on the construction site at the end of each day. Trash and debris shall be removed from each construction site at least once a week to a dumping site located off the Project. Lightweight material, packaging and other items shall be covered or weighed down to prevent wind from blowing such materials off the construction site. Owners and Contractors are prohibited from dumping, burying or burning trash anywhere on the Lot or in the Project, except in areas, if any, expressly designated by the Committee. 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 affecting other Lots. Any clean-up costs incurred by the Association in enforcing these requirements will be billed to Owner. Dirt, mud or debris resulting from activity on each construction site shall be promptly removed from roads and driveways or other portions of the Project.

(b) **Sanitary Facilities.** Each Owner and Contractor shall be responsible for providing adequate sanitary facilities for its construction workers. Portable toilets or similar temporary toilet facilities shall be located only on the site itself or in areas approved by the Committee.

(c) **Conservation of Landscaping Materials.** Owners and Contractors are advised of the fact that the Lots contain valuable native plants and other natural landscaping materials that should be protected during construction, including topsoil, rock outcroppings and boulders and plant materials. Protected features of the landscape for which removal is prohibited should be marked and protected by flagging, fencing or barriers. The committee may independently flag major terrain features or plants which are to be fenced off for protection. Any trees or branches removed during construction must be promptly cleaned up and removed immediately from the construction site.

(d) **Off-Site Materials.** Any rocks, plant material, topsoil or similar items shall not, without the prior written consent of the Committee, be removed from any Lot within the Project, including construction sites.

(e) **Restoration or Repair of other Damaged Property.** Damage and scarring to adjacent Lots, streets and/or Improvements constructed thereon will not be permitted. If any such damage occurs, it must be repaired and/or restored promptly at the expense of the Owner of the Lot. Upon completion of construction, each Owner and Contractor shall clean its construction site and repair all property which was damaged including, but not limited to, restoring grades, plants, shrubs and trees as approved or required by the Committee and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing.

(f) **Construction Access.** The only approved construction access during the time Improvements are being built will be over the approved driveways for the Lot unless the Committee approves an alternative access point.

(g) **Vehicles and Parking Areas.** Construction crew shall not park on, or otherwise use, other Lots. Private and construction vehicles and machinery shall be parked only in areas designated by the Committee. All vehicles shall be parked so as not to inhibit the flow of traffic and within the designated areas so as not to damage the Natural Areas.

(h) **Equipment Cleaning.** Changing oil on any vehicle or equipment or allowing concrete suppliers and contractors to clean their equipment on the site itself at other than a location designated for that purpose by the Committee is prohibited.

(i) **Dust and Noise.** Owner and his Contractor shall be responsible for controlling dust and noise from the construction site (including the use of radios by construction crews).