



Ledges East HOA

Residential Architectural Guidelines

Yellow Knolls at The Ledges

Pursuant to Article 6 of the Master Declaration of Covenants, Conditions, and Restrictions of the Ledges of St. George, the following Architectural Regulations and Standards are hereby adopted by the Architectural Control Committee and the Declarant, to govern the “Yellow Knolls” Neighborhood.

ARTICLE 1 DEFINITIONS

Except as otherwise provided herein, the definitions set forth in the Master Declaration, and any applicable amendments and supplements thereto or restatements thereof shall control in these Regulations & Standards.

1.1. “ACC” means the Architectural Control Committee. In the event Declarant has not appointed but is itself acting as the ACC in accordance with the Declaration, the term ACC shall include the Declarant.

1.2. “Neighborhood” means The Yellow Knolls Neighborhood which is affected and controlled by these Regulations & Standards.

1.3. “Regulations & Standards” means this document and any amendments and supplements thereto.

1.4. “Dwelling Unit” means the place of residency on an individual lot or parcel. In some cases, the Dwelling Unit will include the lot as defined and situated on the plat, with fee ownership to the lot lines, as well as the structure on the lot. In other cases, the Dwelling Unit will consist of a building pad and structure, which may be surrounded by Common Area or Limited Common Area.

Ownership and Dwelling Unit boundaries are depicted and described on the plat. Owners should review the plat and other recorded documents affecting their Dwelling Unit to determine the extent of ownership rights and responsibilities, use restrictions and maintenance obligations related to the Dwelling Unit.

ARTICLE 2
GENERAL REQUIREMENTS

2.1. ACC Approval Required: No structure or thing shall be placed, erected, or installed upon any Unit and no improvements or other work (including staking, clearing, excavation, grading and other site work, exterior alterations of existing improvements, or planting or removal of landscaping) shall take place within the Neighborhood or upon any Lot except in compliance with these Regulations & Standards as determined by the ACC.

2.2. Exceptions from ACC Approval: No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications; *provided however*, that any deviation or change from the originally approved color scheme or plans and specifications shall require ACC approval. Any Owner may remodel, paint or redecorate the interior of his or her Unit without approval. However, modifications to the interior of screened porches, patios, and similar portions of a Unit visible from outside the structure shall be subject to approval.

2.3. Compliance with Local Law; Governmental Permit Required: No home, accessory or addition to a home, other structure or building shall be constructed or maintained, and no grading or removal of natural vegetation or change in natural or approved drainage patterns or installation of fencing or landscaping elements shall occur on a Lot until any required permit or required approval therefore is obtained from the appropriate governmental entity following submission to the appropriate governmental entity of such information as it may require. All structures shall be constructed in accordance with the zoning and building ordinances of St. George City, Utah, in effect from time to time, in addition to these Regulations & Standards. The granting of a permit or approval by any governmental entity with respect to any matter shall not bind or otherwise affect the power of the ACC to refuse to approve any such matter.

2.4. Fees: The ACC may establish and charge reasonable fees for review of applications and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. The ACC may employ architects, engineers, or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons in the Association's or Neighborhood Association's annual operating budget. The ACC may also establish and charge reasonable fees for any inspections which may, in its discretion, be deemed necessary or are otherwise referred to herein. At the time of application, a current fee schedule will be provided by the ACC.

2.5. Damage Deposit: The ACC may establish and require a damage deposit to be submitted with an application for approval. The ACC may reduce the deposit to cover any fines and penalties levied by the ACC; costs and expenses of enforcement of these Regulations & Standards against the Owner; or to cover the cost of damage to any curbs, sidewalks, gutters, driveways, asphalt, or otherwise caused by construction on the Owner's Lot. Any repair work performed in Neighborhood Common Area must be performed by the Developer's contractor.

2.6. Licensed Architects: All dwellings constructed on any portion of the Neighborhood shall be designed by and built in accordance with the plans and specifications of a licensed architect unless the ACC or its designee otherwise approves in its sole discretion.

2.7. Application to Declarant. These Regulations & Standards shall not apply to Declarant's activities during the Declarant Control Period.

2.8. Certificate of Compliance. Any Owner may request that the ACC issue a certificate of architectural compliance certifying that there are no known violations of these Regulations & Standards. The ACC shall either grant or deny such request within 30 days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificates. Issuance of such a certificate shall preclude the ACC from taking enforcement action with respect to any condition as to which the ACC had notice as of the date of such certificate.

2.9. Occupancy. No residence shall be occupied until (a) the residence has been completed in accordance with plans approved by the ACC; (b) a certificate of occupancy has been obtained from the proper governmental authority; and (c) any landscaping elements required by these Regulations & Standards has been completed.

2.10. Contractors/Builders. All homes, dwellings or structures of any kind that are constructed in the Neighborhood must be constructed by a General Contractor holding a B-100 or R-100 license, active and in good standing in the State of Utah. All such General Contractors must be approved by the ACC on a home-by-home basis.

ARTICLE 3 DESIGN REVIEW

3.1. Submission of Plans. The following shall be submitted to the ACC for consideration: (a) two complete sets of building plans (in .PDF or other acceptable digital format, including floor plans and elevations); (b) a site or plot plan showing all site improvements including grading, drainage, Permitted Structures, Fencing and Walls, and complete hardscaping and landscaping plans; (c) completed information form; (d) application fee; (e) damage deposit; and (f) finish selections, such as a sample board setting forth all exterior building materials and color schemes as the ACC deems necessary. No work shall

commence without written authorization from the ACC. In an effort to expedite Owner's ability to proceed, said authorization may be given on a "fast track" basis by electronic votes by Board Members.

3.2. Procedural Rules and Regulations. The ACC shall adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties and may fix the time and place for its regular meetings and any other additional meetings as may be necessary. The ACC shall, by majority vote, elect one of its members as chairman and one of its members as secretary and the duties of each will be such as usually appertain to such offices.

3.3. New Construction; Modifications. Except as otherwise expressly provided for herein, the design review procedures set forth herein are applicable to all new construction as well as any modifications, remodeling, or rebuilding of any destroyed or damaged structures or dwellings.

3.4. Rights of Approval. In reviewing each submission, the ACC may consider any factors it deems relevant, including, without limitation, suitability of the proposed building, the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony of external design with surrounding structures and environment, and the effect of said building, or other structure so planned, on the outlook from adjacent or neighboring property. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements. The ACC shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations shall not be subject to review so long as they are made in good faith and in accordance with the procedures set forth herein.

3.5. Changes after Approval. If an Owner desires to make any changes to his submissions after approval by the ACC, he shall be required to submit any such changes to the ACC for approval in the same manner as originally submitted hereunder. The Owner may not proceed with such changes until approved by the ACC.

3.6. Inspection. The ACC, or its designated representatives, may make periodic inspections to ensure that construction is proceeding in accordance with the submissions approved by the ACC. Each Owner hereby grants to the ACC, or its designated representative, access upon the Owner's Lot for this purpose. If an inspection reveals that any construction or improvement is not being performed in accordance with approved plans, the ACC shall have the authority to order such work cease and otherwise conform to the approved plans and may take such other enforcement action as it deems necessary.

3.7. Time Frame for Action. The ACC shall make a determination on each application within 30 days after receipt of a completed application and all required information. The ACC may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. In the event the ACC fails to take action within the time frame provided herein, approval shall be deemed to have been given. However, no approval, whether expressly granted or deemed granted, shall be inconsistent with the Regulations & Standards set forth herein unless a written variance has been granted.

3.8. Non-Liability; Indemnification.

(a) These Regulations & Standards are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Neighborhood; they do not create any duty to any person or entity. Review and approval of any application pursuant to these Regulations & Standards is made on the basis of aesthetic considerations only, and the ACC shall not bear any responsibility for ensuring the structural or mechanical integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property owners.

(b) Declarant, the ACC, the Association, the Board, any committee, or member of any of the foregoing shall not be held liable for soil conditions, drainage or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents, whether or not Declarant has approved or featured such contractor as a builder within The Ledges Development; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction or modifications to any Unit. In all matters, the Declarant, the ACC, the Board, and the members of each shall be defended and indemnified by the Association as provided in the Governing Documents.

3.9. No Waiver of Future Approvals. Each Owner acknowledges that the persons reviewing applications under these Regulations & Standards may change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Regulations & Standards, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features until work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the ACC may refuse to approve similar proposals in the future. Approval of applications or plans, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

3.10. Variances. The ACC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. No variance shall (a) be effective unless in writing; (b) be contrary to the intent of the Master Declaration or these Regulations & Standards; or (c) preclude the ACC from denying a variance in other circumstances. For the purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

ARTICLE 4
NEIGHBORHOOD DESIGN RESTRICTIONS, STANDARDS, AND GUIDELINES

4.1 Purpose and Intent. In order to promote a harmonious community development and protect the character of the Neighborhood, the following guidelines, together with any guidelines hereafter established by the ACC, are applicable to the Neighborhood. These guidelines are applicable to any construction performed within the Neighborhood, whether new construction, remodeling, or any replacement structures. The ACC may append to these Regulations & Standards or otherwise make available such architectural renderings, drawings, plans, samples and color schemes to provide additional guidance in regard to acceptable architectural style and landscaping, or may otherwise be provided as samples, templates, or selections. Such renderings, drawings, plans, samples and color schemes shall be deemed incorporated herein.

4.2 Architectural Style – Community Wide Standard. The architectural style which is incorporated into the Community Wide Standard for the Property is ‘Southwest Contemporary’. Without limiting the discretion of the Architectural Committee to review and approve/disapprove submissions, the Architectural Committee may require design and other features be incorporated into the proposals to reflect the southwest contemporary architectural style and to maintain a relative amount of consistency in architectural style through the Residential Areas as determined appropriate by the Architectural Committee.

4.3 Proposal Submission. Prior to taking any of the following actions: (1) sale of any Dwelling Unit to any party for use as such party’s residence, (2) application to the City of St. George for building permits for any Dwelling Unit (including a model home) or any building containing any Dwelling Unit, or (3) commencement of construction of any Dwelling Units or any building containing any Dwelling Unit, the applicant shall submit to the Architectural Committee its written proposal for a Neighborhood that includes (in .PDF or other acceptable digital format) :

- (a) the Neighborhood covenants, conditions and restrictions.
- (b) the Neighborhood architectural guidelines; and
- (c) information describing or illustrating the following which shall be consistent with the southwest contemporary architectural style:
 - (i) Neighborhood name.
 - (ii) Neighborhood Local Street names.
 - (iii) Entry monuments and entry landscaping treatments.
 - (iv) Street lighting.

- (v) Neighborhood signage.
- (vi) Neighborhood landscaping treatments (including tree and vegetation species).
- (vii) Exterior building elements as identified in Article 5 below.

ARTICLE 5

DWELLING UNIT EXTERIOR BUILDING ELEMENTS PROPOSAL

5.1 Submission to Architectural Committee. Prior to taking any of the following actions: (1) sale of any Dwelling Unit to any party for use as such party's residence, (2) application to the City of St. George for building permits for any Dwelling Unit (including a model home) or any building containing any Dwelling Unit, or (3) commencement of construction of any Dwelling Units or any building containing any Dwelling Unit, the applicant shall submit to the Architectural Committee its portfolio proposal of exterior building elements for all housing units to be constructed by such applicant. Any portfolio proposal relating to a Neighborhood shall be consistent with the neighborhood theme as approved by the Architectural Committee. The portfolio proposal shall include, (actual samples of), the following items:

- (a) Schedule of all exterior building material selections to be offered.
- (b) Samples of all exterior building material selections to be offered.
- (c) Color palette of all exterior building material selections to be offered.
- (d) Sample renderings of building elevation selections to be offered.

ARTICLE 6

DWELLING UNIT SITE CONSTRUCTION STANDARDS

6.1 Prior to taking any of the following actions: (1) sale of any Unit to any party for use as such party's residence, (2) application to the City of St. George for building permits for any Dwelling Unit or any building containing Dwelling Unit, or (3) commencement of construction of any Dwelling Units, the applicant proposing to construct or install any of the following improvements shall submit to the Architectural Committee two sets of plans (in .PDF or other acceptable digital format) in detail sufficient to demonstrate that all such improvements, upon construction or installation, will comply with the standards set out below for each such improvement or installation. Such applicant may submit to the Architectural Committee the same plans to be submitted by it to the City of St. George with respect to the

construction or installation of any such improvement. In all events, such plans shall meet the standards of the City of St. George, it being understood, however, that if the standards articulated below are more stringent than the standards of the City of St. George, then the standards articulated below shall govern.

6.2 Site Grading Requirements. In general, lots are delivered to the Owner in build-ready condition. Where additional grading is required or desired, such site work shall be subject to review and approval by the Architectural Committee prior to construction. Grading requirements resulting from development shall transition from proposed grade to existing grade within the property boundary. A 10-foot-wide minimum slope transition zone shall be established with a maximum slope of 3: 1 (3 horizontal to 1 vertical). Slopes greater than 3:1 and retaining walls greater than 4' shall be subject to particular scrutiny. All slope transition zones shall be planted with vegetation necessary to stabilize the soil and prevent erosion.

6.3 Permitted Structures. The only building or structure permitted to be erected, placed or located on any Unit/Lot within the Subdivision shall be a one story (above finished pad frontage grade) detached single family home placed within the building envelope for each Unit and not to exceed the height requirements found in this section. Each home must include a minimum two car, private, enclosed and attached garage. All construction shall be of new materials. Two story units may be approved by the ACC if there are specific Lot characteristics or existing terrain that would make this use of the property desirable in the sole discretion of the ACC.

6.4 Minimum Square Footage. The minimum total square footage of living area on the ground floor located within the building envelope and foundation for any single-story residential home constructed on any Unit within the Neighborhood shall be not less than 2400 square feet, exclusive of porches, balconies, patios and garages. Walk-out basement homes shall have a minimum of 2400 square feet on the main level. The maximum square footage is seventy-five (75%) percent of the lot as shown on the recorded subdivision plat but excluding any areas designated as Common or Limited Common Area.

6.5 Setbacks. Minimum setback standards shall be in accordance with the setback standards set forth on the Plat and/or otherwise established by the applicable zoning and subdivision ordinances of St. George City, Utah. In the event a twelve (12') garage door opening exists on the "dwelling unit", the minimum set back shall be no less than thirty (30') feet.

6.6 Building size. The intent is that the natural landforms currently dominant at the Ledges remain the dominant visual image. In keeping with this philosophy, the following guidelines are given.

- (a) Blend with natural landforms and existing landscape
- (b) Low profile homes are encouraged.
- (c) Reduce massing by spreading the home out.

- (d) Every home must have a minimum of three distinct masses.
- (e) Where the topography allows—tiering is preferred to retaining.
- (f) Any permitted rear two story elevations (walkouts) are encouraged to incorporate single story design relief.

6.7 Building Height. Maximum building height shall not exceed twenty (20') feet from the base elevation. The base elevation is found by projecting a horizontal line perpendicular to the top back of curb (TBC), (generally, at the high point of the curb along the frontage side of the Lot). Any variance to this must be approved by the Architectural Committee. The Architectural Committee may require that story poles be erected by the builder, to represent the building envelope. If the majority of the Lot is higher than allowed above the TBC, the Architectural Committee will establish the base elevation of the home. If the majority of the Lot is lower than the TBC, the ACC will establish the base elevation of the home and as stated in Section 4.3, may, in it's sole discretion, approve a two story unit.

6.8 Walls and Columns. Walls are the predominant element of a building design. Undulating surfaces shall be incorporated in elevations to avoid excessive flat massing. Varying heights of walls break monotony in design and create interesting elevations. Columns must be in balance with the architectural design. Columns which are too thin or too fat, are inappropriate. Columns must have a minimum thickness of twelve inches (12") in diameter or width in both directions.

6.9 Exterior Finishes. Samples of approved colors and materials must be submitted to the Architectural Committee for approval at the office located at 5224 N. Winchester Hills Drive. Any finish not previously approved by the Architectural Committee must be approved through the construction approval process. Exterior finishes shall be light texture synthetic stucco, natural stone or other masonry materials approved by the Architectural Committee. All facade material must be returned at corners and terminated at a perpendicular wall. Balance of exterior finish components on all elevations is encouraged. Wood may be used as an accent but not for siding.

6.10 Exterior Colors. Base building colors shall be darker subdued neutral earth tones. Light tones, pastels bright colors or high gloss finishes may not be used. Complementary accent colors may be used on facia, window trim, shutters and doors. No exterior finishes may exceed a reflectance of 38%. Exterior building colors shall be harmonious with the surrounding mountains while colors of the hardscape shall be complimentary to the natural desert ground. The primary color of the home must be different than the homes within close proximity. A four (4'), foot square area of the wall must be finished for the Architectural Committee's approval prior to finishing the entire building.

6.11 Roof Materials and Colors. Roof material for sloped roofs shall be limited to slate, clay, or concrete tiles, or architectural metals as approved by the Architectural Committee. Flat roofs may be membrane roofs or other materials approved by the Committee. Colors shall be subdued earth tones, or

such other colors as may be allowed by the Committee. It should be noted that any painted flat roofs will require periodic repainting.

6.12 Roof Line. Roof lines should be flat or pitched to a maximum steepness of 3/12. Pitched roofs, if any, shall be limited to 50% of the total roof area. Pitched Roofs shall be hipped and may not exceed a 3/12 slope. Shed style roofs are discouraged and must be approved by the Architectural Committee. All roof protrusions should be screened. Roof drainage and gutters shall be built into the structure with downspouts built into the wall. On pitched roofs, exposed gutter materials will be copper unless approved specifically in writing by the AC.

6.13 Reflective Exterior Surfaces or Materials. No reflective exterior surfaces or materials shall be used. All sheet metal, flashings, vents and pipes must be colored or painted to match the material to which they are attached or match the exterior finishes of the building.

6.14 Fireplaces and Chimneys. Only gas and EPA certified wood burning fireplaces are permitted at The Ledges. Flue pipes shall be encased in a chimney enclosure of metal, masonry and/or stucco. Chimney flues must be concealed in a decorative enclosure which shall be no taller than twenty-four inches (24"). Flues of direct vent fireplaces shall be concealed from view. The chimney is a dominant element of architectural design and therefore shall be proportionate to and consistently detailed with the overall architectural design.

6.15 Windows, Doors and Windowed Walls. The proportion of windows to wall area will be carefully considered. Windows and doors should be consistent around the house. Exterior reveals around doors and windows are encouraged. Windows must be metal clad, fiberglass, vinyl or other high value material with Low-E glass. Exterior frame colors shall be darker colors and should match the architectural design of the house. White or aluminum colored window frames are not allowed. All window colors shall be submitted as part of the Submittal package for approval. Special consideration should be given to the entry door and entry feature. Wood entry doors are discouraged.

6.16 Driveways and Sidewalks. There shall be area on the driveway (excluding sidewalk areas) to park not less than two vehicles per Unit. Each driveway on a Unit shall be constructed out of brick, concrete, or interlocking pavers. Cinders, sand, gravel, asphalt or dirt shall not be permitted. All driveways, walks, and other flatwork hardscaping in the front and side yard areas of each Unit shall be in a color which blends with the exterior of the structure located on such Unit. Driveways shall not be designed to be the primary pedestrian access to the home.

6.17 Garages. Enclosed garages must be provided on all homes. Side entry garages are required, and garage courtyards are encouraged. Doors are to be sectional. One piece or single slab doors are not permitted. Each home is limited to openings for three cars. No carports are allowed. Garages must be attached to the home. The garage may have one opening which cannot exceed twelve (12') in height with the remaining two not exceeding nine feet (9') in height. In the event a twelve (12') foot

garage opening is utilized, the setback to the garage door opening must be a minimum of thirty (30') feet. Garage doors shall be recessed into the wall a minimum of sixteen inches (16"), except an opening for a third vehicle must only be recessed six inches (6"). Ornamentation of the doors shall be minimal and subtle. Garages must be insulated and have finished interiors. All garages must be equipped with an automatic garage door opener. Garages shall be used only for the purpose of parking the intended amount of vehicles and not for a workshop, storage or other such uses. Partial garage conversion may be approved if adequate room is available for parking as determined by the AC as set forth in section 4.30. Low lumen lighting is required to prevent night glare when the garage door is open.

6.18 Patios, Decks, Porches and Observation Decks. All patios, decks, porches and rooftop observation decks are subject to the approval of the Architectural Committee. Rooftop observation decks in particular are unlikely to be approved unless the AC determines that there is no or minimal potential for intrusion on the privacy of surrounding property owners.

6.19 Fencing and Walls. The ACC will require Owners to provide perimeter fencing and walls on the Lot along golf course frontages, HCP frontages, side yards and rear yards, in compliance with the Project and/or Neighborhood fencing plan, and in compliance with the fencing requirements of the City of St. George. The ACC will advise Owner of the wall requirements associated with any given Lot during the plan approval process. All perimeter Unit fencing and/or walls and other barriers which may be constructed on a Unit must be designed and built to comply with project wide fencing standards. Said standards will include approved materials and colors. No fences shall be constructed in the front setback area. Retaining walls are restricted to a maximum height of four (4) feet, unless otherwise approved by the Architectural Committee. The Architectural Committee may condition approval of a retaining wall higher than four (4) feet on the wall being tiered and/or landscaping being installed to hide the retaining wall. No chain link, wood, plastic or other composite fencing materials are allowed. All fences that border HCP must comply with HCP requirements.

6.20 Swimming Pools, Hot Tubs, and Spas. All outdoor swimming pools, hot tubs and spas must be approved by the Architectural Committee.

6.21 External Illumination. Light used to illuminate garages, patios, parking areas or for any other purposes, shall be so arranged as to reflect light away from adjacent homes and away from the vision of passing motorists. Low-level outdoor illumination may be used for particular landscape features (trees, rock formations, etc.). All external lighting must be indirect and provide screening of the light source. Front yard illumination must be sufficient to comply with City standards. Light sources that can be seen thru windows must be shaded.

6.22 Satellite Dishes, External Antennas and Solar Panels. All satellite dishes or external antennas of any kind must be located in the attic or interior space of the dwelling or on the roof, hidden from view. Solar panels are discouraged but if used, design and location must be approved by the ACC. The ACC shall have sole discretion to determine if satellite dishes, external antennas or solar panels are

permitted due to the potential visibility from the Golf Course, Property, Common Area, or any other Lot. Satellite dishes, external antennas or solar panel(s) should not be visible from the Golf Course, Property, Common Area, or any other Unit.

6.23 External Apparatus. No Unit Owner shall cause or permit anything (including, without limitation, awnings, canopies, shutters, artwork, graphics, ornaments, banners, posters, signs, etc.) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or on the outside of windows or doors, without the prior written consent of the Architectural Committee.

6.24 HVAC and Other Equipment. Air conditioning, heating, or any other type of external equipment must be screened or sunk from view so as not to be visible from the street, any other Unit, the Golf Course, Property or Common Area, and shall be insulated for sound attenuation. Window hung air conditioning units are not permitted.

6.25 Replacement Structures. Any structure hereafter constructed on any Unit in replacement of the structure previously located thereon shall be constructed in substantially the same configuration, location and architectural style and be approximately the same size as the prior structure.

6.26 Accessory Structures. All accessory structures must be approved by the Architectural Committee.

6.27 Other Accessory Items. Any other Accessory Items not otherwise specifically set forth herein, such as pergolas, fountains, ponds, sculptures, flagpoles, sports and play equipment, window boxes, planters, or any other item, structure or component of any kind whether mobile or permanently affixed, which is visible from the Golf Course, Property, Common Area, or any other Unit is subject to the approval of the Architectural Committee.

6.28 Utility Meters. Utility meters shall be placed in as inconspicuous a location as possible. Locations of meters are to be shown on the plans, and meters must be screened from view from the Golf Course, Property, Common Area, or any other Unit. All exposed exterior piping and boxes must be painted to match the surrounding exterior colors of the home. The area immediately around the meters should be cleared to allow for access. Electric meters, switches, panels, gas meters, fiber optic ONT boxes and any other utility service components must be installed, vented, enclosed and accessible in compliance with applicable building codes.

6.29 Garbage Storage. Garbage shall be placed in proper containers. Garbage containers shall be kept in an area so that such containers are not visible from the Golf Course, Property, Common Area, or any other Unit.

6.30 Parking. Vehicles of all owners, residents, and occupants ("occupant" shall mean a person residing at the dwelling unit for more than seven (7) days in any consecutive thirty (30) day

period.) are to be kept in the garages of Unit owners. By way of illustration, each Owner must maintain his or her garage such that it is capable of parking the number of vehicles for which it is designed and if a garage stall is vacant, it must be utilized before parking in the driveway, court, or street. Garage doors must remain closed, except when necessary for the ingress and egress. No vehicles may be parked on the Unit when not in use for more than six hours. With exceptions noted below:

- (a) Visitors' vehicles may be kept on the Unit, but not to exceed six (6) days in any consecutive thirty (30) day period.
- (b) Recreational Vehicles may be parked in a home's parking area in preparation for or return from use for a twenty-four (24) hour period in any seven (7) day period but shall not be parked in the street or any common area.
- (c) Street parking for an event at a residence will be limited to the same side of the street on which the home is located and will be limited for a period of time not to exceed eight (8) hours.
- (d) Vehicles violating the street and common area standards of this section will be towed at the expense of the Owner of the Unit where the violating Vehicle is parked. Vehicles violating the Unit parking restrictions of this section will be fined \$100.00 each day the violation occurs. Owners seeking a temporary variance from these parking restrictions must apply to the Board and must obtain written approval from the Board prior to making any parking variance arrangements.

ARTICLE 7

CONSTRUCTION AND CONTRACTOR PROVISIONS

The following provisions are applicable to the construction of all Dwelling Units within the Neighborhood, whether new construction, remodeling, or any replacement structures.

7.1 Completion of Construction. If construction does not commence on a project for which plans have been approved by the Architectural Committee within one year after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the Architectural Committee grants an extension in writing, which it shall not be obligated to do. If approved work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement action by the Architectural Committee, Association, Declarant or any aggrieved Owner.

7.2 Permitted Hours of Construction. Without prior consent of the Architectural Committee, to allow the ACC to notify neighbors, construction activities and equipment maintenance shall take place only between the hours of 7:00 a.m. to 6:00 p.m., Monday through Saturday. No construction activities of any kind are allowed on Sunday. Non-noise generating construction activities, such as interior painting, etc., shall not be subject to this restriction.

7.3 Building Materials Storage. No Unit shall be used or maintained as storage for building materials except during a construction phase and is never allowed on any other Unit or area within the Neighborhood or Project. Once a home is occupied or made available for sale all building materials shall be removed or stored inside such a home, out of public sight.

7.4 Parking. Contractors' vehicles or equipment may be parked on the street in front of the Unit and only on the same side of the road as the Unit for a period not to exceed twelve (12) hours during a construction day.

7.5 Damages. Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the Owner and/or their agents of any particular Unit in the subdivision must be repaired within thirty (30) days after such damage is discovered, and the expense of such repair shall be borne by the purchaser or Owner.

7.6 Maintenance of Unit During Construction. Contractors or subcontractors as owner/builders must provide on-site dumpsters during construction and are required to clean up the site daily to maintain a clean work site during construction. Dirt or mud from the construction site or elsewhere, dispersed, directly or indirectly, on the public streets within the neighborhood must be cleaned up within twenty-four (24) hours by the contractor or subcontractor as owner/builder. Construction Restrooms must be provided.

7.7 Fiber Optic Home Wiring Specifications and Standards. Contractors shall require the home-wiring subcontractors to complete the wiring of each home in accordance with and pursuant to the standards provided by the fiber-optic provider for the project.

7.8 Temporary Restrooms and Dumpsters. All temporary restrooms and dumpsters must be located a minimum of 10 feet behind the curb. Any damage to sidewalks and/or curbs must be repaired and paid for by the property Owner or contractor and may be subject to a deduction from the Damage Deposit.

7.9 Insurance. Owner and/or Builder/Contractor will be required to maintain, at their own expense, the insurance coverage listed below with insurers having a "Best's" rating of A VII.

- (a) Workers' Compensation, as required by law.

(b) Commercial General Liability Insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the performance of this Agreement, including coverage for premises-operations, and contractual liability with respect to the liability assumed by the parties hereunder. The limits of insurance will not be less than \$1,000,000 for each occurrence and \$2,000,000 general aggregate.

The owner will provide the Architectural Committee certificate(s) of such insurance prior to the commencement of any construction. The certificate(s) will provide that the following are named as additional insured's: any parties directed by the Architectural Committee.

ARTICLE 8 LANDSCAPING

8.1 Purpose and Intent. To preserve the natural tranquility of the area we encourage Owners to maintain as much natural vegetation as possible. Trees will be limited to a mature height of twenty (20') feet and the placement of a tree is not to obscure views from other Units.

8.2 Landscape Plan. A landscape plan must be approved by the AC before an Owner landscapes any Unit. The plan should depict the location and scale of proposed plants and other installed or constructed features along with a list of proposed trees and plants. Landscaping shall be completed in accordance with the landscape plan submitted to and approved by the Architectural Committee prior to framing inspection of the home. The approval of any landscape plan or design by the Architectural Committee is solely an approval of the plan or design for aesthetic purposes and is in no way an approval of the design for drainage or other issues, which are the sole responsibility of a Unit Owner to address and ensure in accordance with applicable law and prudent engineering practices. No more than 5,000 square feet of irrigated landscaping is allowed. The owner will be responsible to comply with any and all provisions for water conservancy as set forth by the Washington County Water Conservancy District.

8.3 Completion. Front, side and rear yard landscaping shall be complete prior to occupancy of the Unit. Landscaping shall be completed in accordance with the landscape plan submitted by the Owner and approved by the AC.

8.4 Planting and Gardening. Planting and gardening is allowed in private areas of yards, provided that gardens and planting areas are continuously maintained and do not become vacant areas that allow for the growth of noxious weeds. Planting or garden areas must be approved by the ACC.

8.5 Approved Plants and Vegetation. The Architectural Committee will provide to each Owner a list of approved plants, trees and other landscaping vegetation.

ARTICLE 9
ENFORCEMENT

9.1. Fines and Penalties. The ACC may levy a fine or penalty of up to \$500.00 per day against any Owner who fails to comply with these Regulations & Standards. The ACC shall provide 15 days written notice describing the violation, citing the provision which is alleged to have been violated, and giving the Owner opportunity to cure the violation prior to levying such fine or penalty. After the ACC assesses a fine against an Owner under this section, the ACC may, without further warning or notice (1) assess an additional fine against the Owner each time the Owner commits a violation of the same rule or provision within one year after the day on which the board assesses a fine for a violation of the same rule or provision, or (2) an Owner allows a violation to continue for 10 days or longer after the day on which the board assesses the fine. All fines and penalties levied, and attorney fees, expenses, and costs incurred in collecting such fines and/or penalties shall constitute a lien on the Owner's Lot and shall also be a personal obligation of the Owner, enforceable at law, until such payment is made.

9.2. Action to Abate or Enjoin. In addition to levying fines or penalties, the ACC may initiate legal action to abate or enjoin any violation of these Regulations & Standards. The ACC shall be entitled to an award for its reasonable attorney fees, expenses, and costs incurred in pursuing such legal action.

9.3. Cumulative Nature of Remedies. The remedies provided for herein shall be deemed cumulative. Enforcement under this provision shall be in addition to any mechanism of enforcement provided in the Declaration or by applicable law.

ARTICLE 10
GENERAL PROVISIONS

10.1. Amendment. The ACC shall have sole and full authority to amend or supplement these Regulations & Standards at any time. Any amendments to these Regulations & Standards shall be prospective only and shall not apply to modifications or structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to these Regulations & Standards, and such amendments may remove requirements previously imposed or otherwise make these Regulations & Standards more or less restrictive. In the event the Declarant is not acting as the ACC, no amendment or supplement made by the ACC to these Regulations & Standards during the Declarant Control Period shall be effective unless the Declarant provides its prior express written consent to such amendment, which consent is within Declarant's sole and absolute discretion.

10.2. Implied Rights; AC Authority. The ACC may exercise any right or privilege given to it expressly by the Governing Documents and these Regulations & Standards, or reasonably implied from or reasonably necessary to effectuate any such right or privilege.

10.3. Notices. Any notice required under the provisions of these Regulations & Standards to be sent to any Lot Owner shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Owner. Lot Owners shall be responsible for providing their addresses to the ACC, and, unless otherwise indicated by a Lot Owner, the address for notice to Lot Owners shall be the mailing address designated on the Owner's Lot.

10.4. Construction and Severability. All of the covenants, conditions, and restrictions contained in these Regulations & Standards shall be construed together. Invalidation of any one-off said restrictions, covenants or conditions, or any part thereof, shall not affect the enforceability or applicability of any of the remaining restrictions, covenants or conditions, or parts thereof.

10.5. Interpretive Conflicts. In the event of any conflict between the provisions of the Declaration and these Regulations & Standards, the provisions of the Declaration shall control.

10.6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

10.7. Waivers. No provision contained herein shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations that may occur.

10.8. Topical Headings. The topical headings contained herein are for convenience only and do not define, limit, or construe the contents of these covenants.

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