

CHECKLISTS, APPLICATIONS, AND OTHER INFORMATION

Pre-design Review Checklist of Materials
Architect must be listed on PGB Approved Architect List

Application for Sketch Plan Review

Sketch Plan Review Checklist of Materials

Color Palette

Suitable Landscape Plants and Perimeter Plantings

Standard Concrete Edge Detail and The City of Galveston Driveway Detail

Builder Application
Building must be listed on the PGB Approved Builders List

Application for Final Plan Review

Final Plan Review Checklist of Materials

Construction Compliance Agreement

Construction Authorization

Variance Application

Application for Modifications Approval

Standard Driveway and Typical Construction Layout, City of Galveston

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Building Checklist and Process

❖ Approve Architect:

- See Architect Application

❖ Approve Builder:

- See Builder Application

❖ Submit Compliance Fee in the amount of **\$3,000** and Sketch Plan Review Application:

- Plans must include, in digital form, the home plans and drawings, with required material list and color swatches. The Landscaping Design is also required, with plant list in addition to any other features plans. The meter for electric services must also be ordered and installed on a temporary pole, until, at the completion of construction, a Smart Meter will need to be ordered from the HOA for your electrician to permanently attach to the home. All plans must be sent electronically to brittni@rappmanagement.com.

❖ Review of Plans and Materials:

- Inspection of all plans and materials must be submitted for approval from the Architectural Control Committee prior to construction commencing. Any revision, deletions, modifications, or variances needed at this time, will be noted.

❖ Final Plan Review:

- The Architectural Consultant will make a final inspection of the building prior to the owner/builder securing a Certificate of Occupancy.

Other applications or documents that may be needed:

- ❖ Application for Variance Application
- ❖ Application for Modifications Approval

The Preserve at Grand Beach Homeowners Association, Inc. C/O Rapp Management Co.
1703 Broadway St.
Galveston, TX 77550
Office: 409-763-4323

Application for Sketch Plan Review

Date: _____

Property Owner(s): _____

Telephone: _____

E-Mail Address: _____

Builder: _____

Address: _____

Block/Lot: _____

Include with this Application, any Builder and Architect Applications, all plans in digital form and material lists, and samples of all exterior items. As well as, the Compliance Fee Information Sheet and a check for \$3,000. 00 payable to The Preserve at Grand Beach.

ACC Consultant and Board Comments (Incorporate into Final Plan Review):

Approved: _____ Not Approved: _____

Comments: _____

THE PRESERVE AT GRAND BEACH

SKETCH PLAN REVIEW: CHECKLIST OF MATERIALS

LANDSCAPING AND PLANT LIST

Owner(s) is encouraged to bring his/her/their architect to the sketch plan review meeting. The following materials shall be submitted to the ARB no less than seven (7) calendar days prior to the sketch plan review meeting. All plans, including landscape plans, shall be composed by a person of the applicable trade, qualified and recognized to do so.

Existing Conditions Survey:

To include the following information:

- Minimum scale: 1" = 20';
- Owner's name, address, telephone number, and fax number;
- Architect's name, address, telephone number, and fax number;
- North arrow and scale;
- Lot lines with dimensions and bearings;
- Setback lines;
- Easement lines;
- Adjacent streets;
- Existing utility structures; and
- Outline of building footprints and driveway on directly adjacent lots (if applicable).

Site Plan:

To include the following information:

- Minimum scale: 1" = 20';
- Proposed house/building locations;
- Proposed driveway, parking area, and walkway locations;
- Dimensions from corner of foundation to adjacent property lines;
- Proposed fences and retaining walls (may be incorporated with landscaping plans as below);
- Proposed pool or spa location (for pools, refer to deed restrictions for approved lots);
- Location, materials, and finishes of all outdoor living spaces (patios, decks, terraces, etc.);

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- Proposed accessory structures (play structures, out buildings, etc.);
- Any/all other major site improvement locations;
- Both existing contours and proposed new final grading contours. Indicate both existing and final grading elevations;
- Finished floor elevation (FFE) of first level and garage/carport;
- Proposed Spot elevations on corners of driveways and walkways (with flow arrows showing drainage);
- Property boundary locations;
- Required setback lines;
- Site drainage locations: Intended drainage outfall locations from the lot showing how the drainage plans tie into the drainage plan for the Development (drain locations, sizes, flow direction, invert elevations, and inverts of day-lighted drainpipe);
- Utility easements, right-of-way lines, and all other adjacent easement locations;
- Utility line locations; and
- Significant natural features such as adjacent beach dune complex and dune vegetation, adjacent lagoon amenities, adjacent common area amenities, etc.

Floor Plans:

Show the general layout of all rooms, exterior decks and porches, window and door openings, the total square footage of enclosed space for each level, the total proposed square footage of enclosed space for the overall structure, and the heated square footage of structure. Minimum scale: ¼” = 1’0”.

Exterior Building Elevations:

Front, rear, and two (2) side elevations in sufficient detail to indicate the architectural character of the residence, fenestration, massing, exterior decks, porches, and terraces, and existing and proposed finished grades. Elevations are also to show and include a description of all exterior materials and colors. Minimum scale: ¼” = 1’-0”.

Roof Plan:

Indicate the proposed roof pitches, overhang lines and lengths, flue and roof vent locations, skylight locations, locations of major ridge, valley, and cave line, and proposed roof materials. Minimum scale: ¼” = 1’-0”.

Site/Building Sections:

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Site and building section cuts showing building walls, floors, and roof lines relative to the site grading, including retaining walls, and proposed major site improvements, such as patios, decks, major landscaping features, etc. The purpose is to demonstrate the relationship between the exterior and interior of the residence. Minimum scale: 1/2" = 1'-0".

Landscape Plan:

To include the following information:

- Minimum scale: 1" = 20';
- Owner's name, address, telephone number, and fax number;
- Landscape architect's name, address, telephone number, and fax number;
- North arrow and scale;
- Lot lines with dimensions and bearings;
- Setback lines—identification of any plants to be in that area;
- **Note: Plant species taller than 5' may not be installed in any side setback areas including the open corridors on the beachfront lots which allow an unobstructed view of the Gulf.**
- Easement lines;
- Indicate all existing landscaping to remain and all existing landscaping to be removed (if any);
- Lot lines with dimensions and bearings;
- The location and sizes of all proposed landscape materials;
- Locations of all lawn areas and planting bed lines;
- Locations of all proposed plant materials;
- Plant list with quantities, botanical names, common names, sizes, and specifications;
- Specifications for seeded areas, including seed mix, mulch, arid-fertilizer type;
- **Note: Nitrogen-pellet fertilizers are not allowed;**
- Locations of all site improvements, such as patios and decks, walkways, retaining walls, landscape walls, fences, etc.;
- Locations of additional drainage requirements and permanent erosion-control measures not indicated on the submitted site plan;
- Location and specifications of all exterior-lighting fixtures;
- Total area of irrigated lawn area in square feet; and
- Total area of irrigated lawn area as a percentage of the overall site/lot.

Sketch Plan Review Fee

Other Materials as Requested by the ARB at the Pre-Design Review Meeting.

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**SUITABLE LANDSCAPE PLANTS AND PERIMETER PLANTINGS SALT-TOLERANT
PLANTS**

Gardening along the Gulf Coast has many advantages, as well as some disadvantages, foremost of which is dealing with the damaging effects of salt. Many things can be done to help alleviate the potential detrimental effects of salt damage. Some of these are:

1. Using vegetation that has a genetic or physiological tolerance to salty conditions.
 - a. Native seaside plants.
 - b. Desert plants: They usually have good tolerance to saline-soil conditions, but not for a salty atmosphere.
2. Buffer soil salts by using liberal amounts of organic matter in the soil.
3. Water your soil very heavily at regular intervals to leach out excess salts.
4. Hose off plants foliage on a frequent basis.

The more salt that accumulates, the more damage will be done. Warmer temperatures enhance salt damage. Simply, salt accumulations drain water out of plant tissues, causing the burn effect to foliage and stems. Plants that have a tolerance for saline conditions have adapted ways to reduce the actual contact of the salt with the foliage:

1. Very waxy leaf surfaces, which do not allow the salt crystals to directly come in contact with the leaf surface, by leaving them suspended above.
2. Hairy leaf surfaces which also hold the salt suspended above the leaf surface.

Additionally, some plants' root systems are able to "strain" out the salt and allow in only fresh water as a result of physiological adaptation.

PLANT LIST

A. Ground Covers

Asian Jasmine	Beach Morning Glory	Honeysuckle
Algerian Ivy	Dollar Weed	Vinca Major
Asparagus Sprengeri	Dwarf Junipers	

B. Vines

Boston Ivy	Honeysuckle	Wisteria
Carolina Jasmine	Trumpet Vine	Wisteria, Evergreen

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Confederate Jasmine

Virginia Creeper

C. Shrubs

Pittosporum
Indian Hawthorne
Coppertone Loquat
Eleagnus
Carissa
Thevetia

Aucuba
Oleander
Junipers
Xylosma
Bottlebrush

Aralia Sigboldi
Mamonia
S. Waxmyrtle
Dwf. Japanese Yew
Yucca

D. Trees

Magnolia
Live Oak
Camphor
Mulberry
Japanese Yew
Monterrey Cypress
E. Red Cedar
Japanese Black Pine

Aleppo Pine
Olive
Norfolk Pine*
Italian Stone Pine
Tex Mountain Laurel
Callery Pear
Some Eucalyptus
Alder

Salt Cedar
Austrian Pine*
Vitex
Willow
Sweet Gum
Sand Pine
Carrotwood*

***Not Reliably Hardy**

E. Palms

Phoenix Species
Sabal Species
Serenoa

Washingtonia
Brahea
Chamaerops

Livistona
Acelloraphe
Sago

F. Color

Hibiscus
Copper Plant
Croton
Vinca
Sweet Pea*
California Poppy*
Mallows

Jatropha
Pentas
Bougainvillea
Allamanda
Calendula*
Kale*
Dianthus*

Alyssum*
Goldenrod
Gaillardia
Cleome
Agapanthus
Gerbera Daisy
English Daisy*

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African Daisy
Altenanthera

Pansy*

Bird of Paradise

***Cool Season Items**

G. Miscellaneous Plantscape

Rosemary
Artemesia
Shell Ginger

Althea
Heleconia

Crinum
Parsley

Papaya
Bananas

Thyme
Philodendrons

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The Preserve at Grand Beach Property Owners Association, Inc.
c/o Rapp Management Co., Inc.
1703 Broadway St., Galveston, TX 77550
409-763-4323

APPROVED ARCHITECTS AND BUILDERS LIST

*Any Architect or Building not on this list, must submit an application and \$250 application fee.
The application will be reviewed by the ACC Board and must be approved prior to any work
commencing on the home. Applications can be found online at www.pgbgalveston.com.*

APPROVED ARCHITECTS and DESIGNERS:

David Mullican, Architect

1622 Market Street
Galveston, Texas 77550
(409)-457-6783 Cell
www.davidmullican-architect.com

C&R Design Services

c/o Chad Pourchot
3817 Avenue Q
Santa Fe, TX 77510
(409) 925-4165 Office
(409) 939-1978 Cell
cpourcho@yahoo.com

SeaGlass Custom Homes

c/o of Michael Minick and Cheryl Cross
PO Box 635
Galveston, TX 77553
(409) 234-7904 Office
(512) 569-8270 Cell
michael@seaglasscustomhomes.com

RISE Architecture + Design

c/o Cate Black, AIA, NCARB, SEED
Galveston, TX 77554
527 21st St #96
(713) 906-7236 Cell
cate@risearchdesign.com

APPROVED BUILDERS:

Creative Combinations, Inc.

c/o Alex Gonzales
3202 Avenue O 1/2
Galveston, TX 77550
(409) 765-7975 Office
(409) 256-2254 Cell
ccalexg@gmail.com

SeaGlass Custom Homes

c/o of Michael Minick and Cheryl Cross
PO Box 635
Galveston, TX 77553
(409) 234-7904 Office
(512) 569-8270 Cell
michael@seaglasscustomhomes.com

Seaside Construction

c/o Jeff L. Ehrich
13680 FM 3005
Galveston, TX 77554
(409) 256-4888 Office
(409) 599-8850 Cell
jeffe@seaside-construction.com

Wisner Custom Construction, LLC

c/o Jimmy Wisner
6511 Stewart Rd, Ste 7-4
Galveston, TX 77551
(409) 789-2521
wisnercustomconstruction@gmail.com

**APPROVED ARCHITECTS
and DESIGNERS:**

Brandon Breaux Design

c/o Brandon Breaux

1513 W Dallas St., Suite 101

Houston, TX 77019

(713) 492-2510

(713) 202-0908 cell

brandon@brandonbreauxdesign.com

Culwell Designs

c/o Tom Tran & AnhMai Dang

9007 Lewis Lane

Galveston, TX 77554

(713) 213-9804

cullwelldesigns@att.net

APPROVED BUILDERS:

Terra Cotta Homes, LLC

c/o Brett Von Blon

2015 Bauer Drive

Houston, TX 77080

(713) 467-2288

(281) 630-3955

b.vonblon@terracottahomes.com

THE PRESERVE AT GRAND BEACH: **CONSTRUCTION RULES AND REGULATIONS**

1.0 Introduction

These Construction Rules and Regulations (“Rules and Regulations”) have been prepared by Declarant for use by Owner and Owner’s contractor(s) during the process of constructing improvements on a Lot in The Preserve at Grand Beach after the plans and specifications have been approved by the Architectural Review Board (“ARB”) in accordance with the Architectural Guidelines. These Rules and Regulations are intended to be a convenient guide for understanding the construction process and the enforcement measures to ensure that improvements are constructed in compliance with the Architectural Guidelines, Covenants, these Rules and Regulations, and any other guidelines that may be promulgated by the Declarant or the ARB. These Rules and Regulations are a supplement to the Architectural Guidelines, which are incorporated herein by reference, and are meant to minimize any negative impact to Owner during the construction process. All capitalized terms used in these Rules and Regulations, unless specifically defined herein, shall have the meaning ascribed to them in the Architectural Guidelines and the Covenants.

2.0 Building Permits

An Owner or Owner’s contractor may not apply for a building permit from the City of Galveston until the ARB has approved the plans and specifications submitted by an Owner or Owner’s contractor. The plans and specifications stamped “Approved by The Preserve at Grand Beach ARB” must be submitted to the City of Galveston in connection with obtaining a building permit. An Owner or Owner’s contractor may not obtain ARB approval and a building permit concurrently.

3.0 Construction Management Plan and Proposed Construction Schedule

A construction management plan and a proposed construction schedule must be submitted with the Application for Final Design Review. The construction schedule shall provide an approximate timeline for commencement and completion of construction, completion of landscaping, and an anticipated date for issuance of a certificate of occupancy. The construction management plan shall identify the location of the limits of disruption zone, which is the area in which all construction activity shall take place, the location of the construction entrance and driveway and an on-site construction parking area, equipment storage, temporary structure, portable toilet, dumpsters, material lay-down and staging areas, construction sign, erosion-control measures, and bay- and vegetation-protection measures, if applicable. The ARB shall approve the construction management plan and a proposed construction schedule prior to commencement of construction.

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4.0 Compliance Deposit

The Compliance Deposit, in the amount of \$3,000, posted by the Owner or Owner's contractor at the time the Application for Final Plan Review was submitted to the ARB shall be held by the ARB until Owner's contractor has completed construction of the approved improvements on the Owner's Lot, the Owner has submitted a *Request for ARB Inspection and Compliance Deposit Refund* using the form attached to these Rules and Regulations, and the ARB has issued a *Certificate of Compliance*. Upon completion of inspection and if all improvements are constructed in accordance with the approved plans, the ARB shall refund to the Owner or Owner's contractor (as designated on the Application for Final Plan Review) the Compliance Deposit less any funds expended by the ARB pursuant to the Architectural Guidelines, these Rules and Regulations, or the Covenants.

The ARB may draw upon the Compliance Deposit as necessary to cover, among other items, the cost of repairing damage to property and subdivision improvements caused by Owner or Owner's contractor, or by any of their agents, employees, or subcontractors (including, but not limited to, paved streets, curbing, drainage, utility lines, signage, landscaping, entry features, and irrigation systems); the cost of trash, sand, and dirt removal; routine maintenance of the Lot; the cost of removing, repairing, or completing any work on the Lot not constructed or completed in conformance with approved plans if not performed by Owner or Owner's contractor as required by the Architectural Guidelines or these Rules and Regulations; and to pay fines levied by the Association in accordance with the Covenants. If any part of the Compliance Deposit is applied by the ARB, the Association, or the Declarant pursuant to the Architectural Guidelines or these Rules and Regulations, Owner's contractor shall immediately upon demand deposit with the ARB a sum equal to the amount so applied in order to restore the Compliance Deposit to its original sum. Should the Owner's contractor accrue any fines during construction, the amount of the fine will be deducted from the Compliance Deposit. The Owner's contractor will then be required to replenish the amount deducted from the Compliance Deposit within fifteen (15) days of incurring the fine or be subject to the conditions of Article VI of the Covenants. The Compliance Deposit amount shall not be a limit of liability for the Owner's contractor and shall exceed, as warranted, to cover all direct and associated costs related to the repair for any damage done to any natural or improved area of the subdivision.

5.0 Construction Process

5.01 Preconstruction Meeting

After Owner receives ARB approval of final plans and prior to commencement of construction, the Owner shall contact the ARB [Telephone No. (409) 763-4323] in order to schedule a meeting to take place at the Owner's Lot. The Owner's contractor is required to attend this meeting. The purpose of this meeting is for the ARB to review with the Owner and Owner's contractor the approved plans, construction management plan, construction schedule, these Rules and Regulations, and any other site-related issues (such as avoidance of construction within the Conservation Easement).

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Prior to scheduling a preconstruction meeting, all erosion-control measures shall be installed on the Lot, the contractor sign shall be installed, and the limits of the disruption zone shall be located on the Lot. All building setback lines, easements, and the building footprint shall be staked by a licensed Texas surveyor to ensure that there will be no encroachments of structures.

5.02 Inspections During Construction

Upon the installation of pilings, a piling survey shall be provided to the ARB to ensure compliance with lot lines, etc.

1. Framing Inspection: Upon completion of core and shell framing, and prior to enclosing exterior walls and roofs, Owner and/or Owner's contractor shall request a framing inspection by the ARB. The ARB will inspect the framing for the purpose of ensuring that the location, overall form, and building height are in compliance with the approved plans and specifications, and that no encroachments of the structure exist into setback areas, easements, rights-of-way, or adjacent Lots. A Piling Survey will be required after Piling Installation and BEFORE framing. The ARB shall not be held liable for the structural integrity of any structures built upon the Lot.

2. Final Inspection: Upon completion of construction in accordance with the approved plans and specifications, including landscaping, the Owner shall request a final inspection by the ARB using the *Request for ARB Inspection and Compliance Deposit Refund* form attached to these Rules and Regulations.

5.03 Construction Commencement and Completion

Construction must commence within six (6) months after the date of final approval. If construction has not commenced within this time limit, final approval shall be deemed to have expired unless Owner, prior to such expiration date, has requested and received an extension in writing from the ARB.

All dwellings, including landscaping, must be completed within twelve (12) months from commencement of construction or the time indicated on the Application for Final Plan Review or Application for Modifications Approval, as the case may be. Exceptions may be granted where such completion by the designated date is impossible and when continuation would result in great hardship to the Owner or Owner's contractor due to strikes, fires, or national emergency or natural calamities as deemed by the ARB. If an extension is needed, the Owner or Owner's contractor must submit an extension request in writing, which must include a projected completion date. Failure to complete the project within the deadline established by the ARB may result in either special assessments, self-help measures, or other enforcement rights as set forth in the Covenants.

5.04 Contractor's Sign

Owner's contractor's sign, measuring no larger than 2' X 3', shall be installed prior to the start of clearing and grading. The sign shall remain properly installed throughout construction. Owner's

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contractor shall submit their proposed construction sign with the construction management plans for approval by the ARB prior to installation of the sign on the Lot and the commencement of construction. **Subcontractor signs or vendor advertising signs are prohibited.** No other signage, except as provided in the Covenants and approved by the ARB, is permitted on the Lot.

5.05 Portable Toilets

A portable toilet will be required for each job site. The portable toilet must be placed behind the Owner's contractor's sign, or if no sign, in the right-of-way to either side of the construction entrance, with the door opening toward the rear of the Lot.

5.06 Erosion Control

An erosion-control plan is mandatory for all Lots. The following erosion-control measures shall be followed on all job sites:

1. Wire-reinforced 4-foot silt fence shall be installed on all four (4) sides to contain debris. A silt-fence gate is allowed for ingress/egress, but otherwise kept closed.
2. All roof drains shall drain into an energy-dissipation system, and then drain in accordance with The Preserve at Grand Beach's engineered master drainage and grading plans. Concealed or buried cisterns for fresh water collection are encouraged.
3. All underground piping shall be within the Lot boundaries.
4. All drainage shall be routed to avoid damage or erosion onto adjacent Lots. Lots are graded for positive drainage into the street storm sewer system, common areas, or retention ponds. No changes are allowed to the grading of any Lot without a variance granted from the ARB.
5. A stabilized, construction entrance and driveway shall be installed on the Lot. The entrance and driveway shall consist of a minimum depth of six (6) inches of 3- to 4-inch aggregate material. The driveway shall have a minimum width of 10-feet and extend from the street 10-feet into the Lot.

Furthermore, erosion-control measures submitted to the ARB shall be maintained by the contractor during construction. Failure to properly maintain erosion-control measures will result in fines as set forth in these Rules and Regulations. In addition, multiple offenders will reimburse the Association for any costs incurred in bringing erosion-control measures into compliance, as well as for repairing any damage to adjacent Lots due to a lack of maintenance. The ARB and Association reserve the right to inspect and require modifications and/or corrections to existing drainage systems adversely affecting adjacent properties and/or easements.

Information pertaining to silt fencing, as referenced in the above requirements, has been included as *Attachment "A."*

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5.07 Grading, Fill, and Lot Elevation

No clay fill shall be allowed for any alteration to a Lot. All sand fill proposed shall be approved for type and activity by the ARB and the Declarant.

No change in the grading or elevation of any Lot shall be allowed. Maximum slab height over the existing grade is one (1) foot.

5.08 Natural Area Protection

No construction activity is allowed within the natural areas, described as Open Space Reserves (also known as “Conservation Easements”) and Landscape Reserves on the recorded final plat. The Owner or Owner’s contractor must install erosion-control silt fencing to protect these areas which, as required, shall be located outside the limits of the disruption zone *or* natural areas.

5.09 Site Maintenance

Owner’s contractor and subcontractors must maintain the jobsite in a clean and orderly condition.

1. No fires are allowed on construction sites. No petroleum-based products or other potentially hazardous or toxic substances may be disposed of on any Lot or any drainage ditch, canal, pond, Gulf of Mexico, or any other body of water.
2. No materials may be stored or placed in the street, Common Areas, reserve areas, public parking areas, or on adjacent Lots.
3. Only usable construction materials may be stored on a construction site. They must always be neatly stacked.
4. All wrapping and packaging materials, and food containers must be placed in a covered/enclosed trash receptacle to prevent debris from blowing onto adjacent property.
5. Discarded construction materials and debris must be removed daily or contained within a dumpster or solid-walled trash enclosure.
6. Dumpsters, debris bins, and other trash receptacles shall not exceed capacity. Owner’s contractor must schedule prompt pick-up for bins and receptacles exceeding 90 percent (90%) of capacity to prevent overflow.
7. Care shall be exercised in the storage of materials and debris. Should it become necessary for the Association to clean a site or have a site cleaned, the cost will be deducted from the Compliance Deposit.

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5.10 Construction Equipment and Material Storage

All construction materials shall be in an area upon the Lot to minimize the visual impact from adjacent properties, common areas, and roads. Such storage area shall be shown on the construction management plan submitted with the Application for Final Plan Review. No heavy machinery shall be unloaded onto the private streets.

5.11 Construction Parking Limitations

Construction parking on any internal street is limited to trade vehicles and deliveries only. Personal vehicles should be parked on the construction site. Construction trailers are subject to approval by the ARB. Contractors should use discretion in all other areas of the Development, and make an effort to avoid dangerous traffic congestion in areas where multiple homes are under construction.

5.12 Right to Enter and Inspect Property for Compliance

The right of entry and inspection is specifically reserved by the ARB, its agents, and representatives to visit all or any portion of the Owner's Lot for verifying compliance with the requirements of these Rules and Regulations, the Architectural Guidelines, and the Covenants. A representative of the ARB will make periodic inspections during the entire construction period. The Owner will be notified in writing, with a copy to the Owner's architect and/or Owner's contractor, of any items and exceptions noted in the inspection report, and all such items and exceptions must be completed or resolved by the next meeting of the ARB.

5.13 Construction Hours

Owner's contractor shall be allowed to work Monday through Friday from 7 a.m. to 7 p.m., and Saturday from 8 a.m. to 5 p.m. No work shall be performed on Sunday, Christmas Day, Thanksgiving Day, the 4th of July or any Federal holiday. In addition, no pile driving shall be allowed on Saturday.

5.14 Conduct of Workers

No alcohol or illegal drugs are permitted in the Development. Firearms are prohibited in the Development. No harassing or loud behavior is permitted. All music must remain on-site and played at a volume that does not create a nuisance for the Lot Owners and Occupants, the Declarant and its affiliates, and the HOA. Owner's contractor and their workers shall not travel recklessly or at speeds more than posted limits. Owner's contractor and their workers shall not be allowed to travel within the Development unnecessarily or use the amenities. Any Owner's contractor who is in violation of these Rules and Regulations will be fined in accordance with these Rules and Regulations. Owner's contractor is responsible for the conduct of their workers and for any subcontractor that Owner's contractor employs. Additional violations may result in the Owner's contractor being denied access to the Development.

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5.15 Deliveries

Deliveries may only be made Monday through Saturday from 8 a.m. to 5 p.m. All gravel and earthwork hauling trucks must be fully enclosed or loads must be fully covered with a secured canvas top to prevent spillage and damage.

5.16 Fire Protection

At least one (1) 10-pound, ABC-rated, dry-chemical fire extinguisher shall be present and readily available on a construction site at all times.

5.17 Protection of Property

Construction on a Lot shall be confined to the “limits of disruption zone” designated on the construction management plan. Owner or Owner’s contractor shall promptly restore any Common Areas and/or adjacent property damaged during construction to the satisfaction of the ARB and, in every case, within thirty (30) days after such damage occurs.

5.18 Roadway Maintenance

Owner and Owner’s contractor and subcontractors shall keep all roads and road rights-of-way within The Preserve at Grand Beach free and clear of all materials, trash, and mud in connection with construction on a Lot. Mud on roadways, as a result of contractor and subcontractor operations, shall be promptly removed and cleaned from roadways. This is absolutely necessary for proper storm sewer operation and will be strictly enforced.

5.19 Water Connections

Prior to the installation and turn on of permanent residential water service to the Lot, temporary water connections must be available on the Lot at all times during construction. At no time shall water be removed from a home on an adjacent Lot. In the event that water service is not available to the Lot, alternate methods must be approved in writing by the ARB.

5.20 Lighting

All lights shall be turned off for the evening when the last person leaves the construction site. Low light camera lighting is allowed.

5.21 Revisions and Changes of Approved Plans During Construction

All revisions and changes to approved plans made during construction shall be submitted in writing to the ARB for approval prior to the implementation of such change. All revised drawings, materials, and color samples must be submitted using the *Request for Approval of Revised Construction Plans* attached to these Rules and Regulations, together with a nonrefundable fee in accordance with the Architectural Guidelines. Failure to obtain written approval for any revision during construction will result in fines being deducted from the Compliance Deposit.

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5.22 Termination/Replacement of Contractor

The ARB shall receive written notification of any decisions by the Owner to terminate or replace a contractor during the construction phase. Before commencing with construction, the new contractor shall be approved by the ARB, and post a Compliance Deposit. Once this deposit is received, the ARB will refund the remaining Compliance Deposit, after deducting any fines, to the contractor who was terminated. In addition, the new contractor shall remove the terminated contractor's sign on the Lot, if any, and replace it with a sign bearing the new contractor's information.

5.23 Modifications

Any exterior change to an existing structure requires approval from the ARB before commencing with work. All modifications are subject to the Architectural Guidelines and shall be submitted to the ARB for approval as outlined in Article IV of the Covenants. Any modifications to the Landscaping Plan must also be approved by the ARB.

6.0 Post-construction Requirements

Upon completion of construction in accordance with the approved plans and specifications, including landscaping, the Owner shall request a final inspection by the ARB using the *Request for ARB Inspection and Compliance Deposit Refund* form attached to these Rules and Regulations. The Owner may not occupy the home until a Certificate of Occupancy (C/O) is issued by the City of Galveston and a *Certificate of Compliance*, in the form attached to these Rules and Regulations, has been issued by the ARB.

7.0 Enforcement Provisions

If an Owner or Owner's contractor violates any term or condition of the Architectural Guidelines, these Rules and Regulations, or the Covenants, the ARB through the Association shall have certain enforcement rights, including but not limited to, the following:

1. Fines and Liens: Attached to these Rules and Regulations is a sample Schedule of Fines for violations. Any fines levied against an Owner or Owner's contractor shall constitute a lien upon Owner's Lot. The ARB reserves the right to impose fines for any additional violations. Before a fine is levied, a *Compliance Request*, in the form attached to these Rules and Regulations as *Attachment "B,"* will be delivered to the responsible party. If the violation is not corrected within a reasonable and specified amount of time, a *Citation Violation*, also in *Attachment "B,"* will be issued and delivered to the same party by certified mail, return receipt requested. Fines may be disputed with the ARB within thirty (30) days of issuance, after which time they will be deducted from the Compliance Deposit. The Owner or Owner's contractor then has fifteen (15) days to replenish the amount deducted from the Compliance Deposit in accordance with Section 4.0 of these Rules and Regulations or be subject to the conditions of Article VI of the Covenants.

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The fines are the maximum levied for first-time violations. Fines may be doubled for future or repeat violations. Initial fines may be reduced or waived at the discretion of the ARB. Fines are per day for continuing violations. If it becomes necessary for the ARB to schedule maintenance and/or repairs on a construction site, the Owner’s contractor will also be held responsible for the cost of said actions.

2. Self-Help: Upon failure of an Owner to take action within ten (10) days after the ARB’s mailing of written notice to do so, the ARB may enter upon a Lot for the purpose of exercising self-help to remove or cure a violating condition, or to complete any construction or modification approved by the ARB which was begun and not completed within the required time period. Any entry for such purposes shall not be deemed a trespass.

3. Other Rights and Remedies. The ARB may also bring suit at law or in equity to enjoin any violation or to recover any monetary damages or both.

8.0 Schedule of Fines

Violations & Fine Amount*	1st	2nd in rolling 12 mos	3rd+ in rolling 12 mos
Construction			
No Construction Fence around the lot	Warning	\$200 second week	\$300 third week+
Overflowing or more than 1 Trash Bin	Warning	\$200 second week	\$300 third week+
Materials in ROW, street or road	Warning	\$200 second week	\$300 third week+
No sand or gravel in road/street	Warning	\$200 second week	\$300 third week+
Jobsite Debris on site or adjacent property	Warning	\$200 second week	\$300 third week+
No portable toilet on site	Warning	\$200 second week	\$300 third week+
Parking violation	Warning	\$200 second week	\$300 third week+
Unapproved trailer or dumpster	Warning	\$200 second week	\$300 third week+
Construction signed damaged or missing	Warning	\$200 second week	\$300 third week+
Unauthorized sign	Warning	\$200 second week	\$300 third week+
Unauthorized burning	Warning	\$200 second week	\$300 third week+
General nuisance/misconduct on part of contractor or subcontractors (liability for which is the contractor's)	Warning	\$200 second week	\$300 third week+
Traveling in excess of posted speed limits	Warning	\$200 second week	\$300 third week+
Erosion into drainage facility	Warning	\$200 second week	\$300 third week+
Improper routing of drainage	Warning	\$200 second week	\$300 third week+
Disruption or damage to any natural areas, as defined on the Final Plat as Open Space Reserves and Landscape Reserve	Warning	\$200 second week	\$300 third week+
Failure to complete landscape within the timeframe	Warning	\$200 second week	\$300 third week+
Equipment, bins or materials placed outside the owned lot	Warning	\$200 second week	\$300 third week+
Damage to common areas or modifications to items in common area	Warning	\$100 Second Occurrence	\$150 Third Occurrence+

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Working outside HOA work hours See Section 5.13**	Warning	\$200 second week	\$300 third week+
Music loud enough to be heard on adjacent property before 9AM or after 5:30PM	Warning	\$200 second week	\$300 third week+
Electrical meter not installed on work site	Warning	\$300 second week	\$400 third week+
Construction Crew Parking outside approved parking areas	Warning	\$200 second week	\$300 third week+
Using non-HOA Approved Builder/Subs	Warning	\$200 second week	\$300 third week+
Failure to complete final inspection w/in 12 months per bylaws	Warning	\$1500/mo mos 3-6	\$2500/mo mos 6-12
Building without HOA Build Plan, Landscape & Paint Approval	Warning	\$500 per week if build continues	
Disturbance of an adjacent Lot or Common areas	Warning	Determined by ARB	
Unauthorized exterior finishes (e.g. paint, stain, roofing materials, or design, etc.	Warning	Forfeit Compliance Deposit	

*This fee may be waived by the ARB, and the Contractor's bond or Compliance Deposit may be revoked at the judgment of the ARB and Declarant.

**This is a minimum fine and violations may result in a forfeiture of the Compliance Deposit. A violator may also be assessed the cost to repair the affected natural area, including any attorney's fees associated therewith.

*****Additional fines may be imposed for unauthorized revisions or improvements in the discretion of the ARB. If the unauthorized revision is extensive, the ARB reserves the right to retain the entire Compliance Deposit.**

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