

(h) Hip roofs are strongly encouraged, and multiple gables and large arched entries facing the street are strongly discouraged.

(i) Observation towers or cupolas which provide a lake view may be submitted for consideration by the Architectural Review Committee. Such towers or cupolas must be integral and proportional to the main residence structure, and the Architectural Review Committee has total discretion on the approval of all towers based on existing site topography, tower design, height and/or materials and the impact on views from neighboring lots.

4.4 Walls and Massing.

(a) The use of regional native Texas stone is encouraged. Masonry, including stone and stucco, varying in scale, technique, detail and texture shall comprise the dominant building material. Stone laying techniques include informal rubble, uncoarsed, roughly squared or randomly coarsed ashlar, running bond, and combinations and variations. Preferred masonry details include segmental arched lintels, one piece stone lintels, sloped stone sills and highly finished decorative surrounds for windows and other openings as well as massive stone chimneys, random laid flagstone floors, carving and other hand finished detail.

(b) Stucco exterior walls may be used in lieu of stone for the body of the primary residence, although a minimum of 20% of the exterior should incorporate allowable stone. Stucco colors should be limited to earthtones that would harmonize with the natural landscape. Stone should be used for chimneys, lintels or to a more decorative extent around doors and windows, or as a base detail.

(c) The use of wood, excluding plywood, is allowed but requires careful consideration and detailing, particularly as a wall surface material. Wood shake shingles, as well as logs and board and batten, have historical precedence. Other exterior surfaces must generally be of materials that will withstand the climate extremes and, like stone and stucco, be natural and unobtrusive to the surrounding landscape.

(d) Finish materials on all building walls must be continued down to a finish grade to the extent possible to eliminate unfinished foundation walls.

(e) Prohibited materials are as follows: masonite, metal siding, opaque glass, mirrored glass, vinyl and plastics, reflective materials, reflective exterior art work or sculpture, and other materials whose appearance, in the judgment of the Architectural Review Committee, does not convey harmony with the surrounding natural landscape.

(f) In massing, a large building mass can be reduced in scale by articulating it into smaller parts. Separate masonry volumes can be joined by a continuous roof to create a composition of volumes covering diverse outdoor spaces, dog trots or dog runs, verandas, loggias or arcades creating a complex of spaces in one building

4.5 Roofs.

(a) An important architectural effect is achieved by roof shapes, sizes and materials. Historically, metal roofing, introduced by frontier settlers, became the roofing of choice. The use of the interlocking standing seam metal roof reflected the searing heat of the Texas sun, and thus was climatically appropriate. The form of the roof, the slope, pitch and details evolved into a Texas tradition.

(b) Generally, hip roofs at a slope of 6 in 12, to no more than 9 in 12, should be used to provide broad eaves and porches to handle the heat of the Texas summer. Lesser pitches may occur only when attached to a roof of 6 in 12 or greater slope.

(c) While the metal roof was most common, clay tile roofs were also used and are accomplished with traditional Hispanic details. A variety of porch, loggia, colonnade, arcade, overhanging eave and balcony details elaborated these simple architectural forms.

(d) Generally, roof materials should be limited to standing seam metal, corrugated and "V" crimp metal, terra cotta tiles, concrete tiles, or slate in muted colors and values. Metal roofs must be galvanized tin, copper or zinc, or painted earthtones or natural metal colors. Composition, shingle and shake roof materials require approval on a case-by-case basis.

(e) Subject to applicable federal and state laws and regulations, roof mounted mechanical equipment is prohibited on any roof, unless in the sole judgment of the Architectural Review Committee, it does not adversely affect views from streets, other lots, the lake or common areas.

(f) Generally, residences of Sandy Cove shall have pitched roofs with a minimum pitch of 6 in 12 and a maximum pitch of 9 in 12; however, flat roofs, or flat and pitched roofs in combination, will be considered on a case-by-case basis where their implementation as part of a southwestern style may be appropriate.

4.6 Porches, Verandas and Balconies.

(a) The Texas summer climate can be quite comfortable in the shade and with a breeze. By careful orientation, a house can be designed to offer two different lifestyles: one well sealed for heating and air conditioning; the other open, shady and breezy. Porches, verandas, balconies and shaded patios provide a delightful way to live in spring and fall, one which is preferable to air conditioning.

(b) A subsystem of architectural elements and details can be added to enrich the basic masonry volumes and to provide shade in response to climate and function. Informally dressed wood columns with chamfered edges, resting on stone plinth blocks, and flagstone paving constitute the typical covered porch or veranda, although stone or brick columns and wood decking is also used.

(c) Construction of exterior columns and porch railings in unfinished materials is prohibited. Decks, exterior stairs and related construction adjacent to the residences must be of compatible material and finish.

4.7 Architectural Elements Inappropriate to Sandy Cove. The following are inappropriate architectural elements and will not be approved:

- (a) Excessively pitched roofs, gambrel roofs, chalet roofs, roofs that are too steep or too shallow, and shed roofs except as incidental to the main roof;
- (b) Synthetic roof materials which seek to replicate slate, shakes or tiles;
- (c) Diagonal siding, plywood siding such as "texture one-eleven";
- (d) Bright red brick or brick with a pink tone;
- (e) Large areas of white surfaces such as white stucco;
- (f) Bright colored roof surfaces;
- (g) Non-native stone or stone which appears glued-on;
- (h) Excessive overscaled arched openings or mirrored glass;
- (i) Exposed foundation walls;
- (j) Tall, massive, unbroken elevations or three story elevations;
- (k) Stove pipe chimneys;
- (l) Random roof penetrations, vents or skylights facing the street, white or bubble skylights;
- (m) Large unscreened visible parking areas;
- (n) Vivid inappropriate colors or non-earth tone colors;
- (o) Massive unarticulated building volumes;
- (p) Imported or exotic styles which have not been adequately modified for Sandy Cove;
- (q) Enormous entries and front door assemblies, such as triumphant arches or tall and overscaled doors; and
- (r) Solid wood fences.

4.8 Architectural Features Appropriate to Sandy Cove. The following architectural elements are appropriate for Sandy Cove and are suggested:

(a) Shade on wall surfaces and windows. Care shall be taken to minimize direct solar gain. Utilize thermal massing techniques and masonry construction to provide shade.

(b) The arrangement of openings and outdoor spaces shall respond to the intentions of these guidelines to design dwellings which utilize responsible energy considerations in the siting of the residence.

(c) Outdoor spaces which extend living functions seasonally and mediate the microclimate of the site.

(d) Outdoor covered passages to connect various volumes and functions.

(e) Semi-enclosed courtyards within a building or as formed by a group of buildings add excellent living space, shade and definition of space and sense of place.

(f) Dwellings which are integrated amongst trees and natural terrain features.

(g) Designs which save as many large caliper trees as possible.

(h) Although openings spanned with cut stone lintels, jack arches or segmental arches are preferred and more appropriate, semicircular arched openings used discretely are permitted.

(i) Roof overhangs of 18 inches or wider.

(j) Native rock or limestone with matching mortar.

(k) Hip roofs with a pitch ranging from 6 in 12 to 9 in 12.

(l) Standing seam metal or tile roofs in muted colors compatible with the surrounding landscape.

4.9 Doors and Windows.

(a) Highly reflective glazing material and reflective sun screening films are prohibited for use in windows, glazed doors, skylights, or for other exterior applications. In addition, all metal windows, doors, skylight frames, etc. must be anodized or pre-finished with baked enamel; raw metal components, especially aluminum or galvanized iron, are prohibited. White or off-white color schemes are not allowed for the visible components of window or door systems.

(b) Ornamental iron grillwork, gates and doors and the use of glass block require approval.

(c) Windows will be evaluated by the Architectural Review Committee in terms of ventilation, light and view in relation to the architectural concept as well as to their relationship to adjacent properties.

(d) Care is required in the placement of windows offering defined unobstructed view from the dwelling in terms of privacy and in relation to orientation and shading devices.

(e) Raised panel hollow metal doors and garage doors are allowed when finished to match residence trim colors. Wood embellishment and faux finishes are encouraged when metal doors are used.

4.10 Trim and Accent Material and Colors.

(a) The color combination of exterior materials should generally be subtle and tasteful to blend with the neighborhood and landscape. However, brighter accent colors which are used judiciously and with restraint may be permitted in limited quantities.

(b) Colors approaching the primary range (red, blue and yellow) are discouraged, as are drastic contrasts in value (light to dark).

(c) All color schemes must be approved by the Architectural Review Committee prior to their application to any portion of a structure. The Architectural Review Committee's intent is to preclude the use of colors that would appear garish or out of place and, therefore, offensive to the eye, in the opinion of the Architectural Review Committee.

(d) Exterior masonry trim may be decorative, dressed, cast or carved stone used to accent the main masonry massing and openings. Molded stucco including formed window or door surrounds, accent banding, or brick used to accent and delineate masonry or stucco masses is also allowed. Wood trim may be used in combination with any of these materials and as incidental to the primary masonry exterior veneer. Exterior wood shall be of a finish grade appropriate to the design and finished with stain or paint.

(e) Colors of paint and stain for stucco and wood trim include, but are not limited to, earth tone colors, such as cream, beige, grey, grey green, taupe, ecru and other more neutral background colors. However, darker colors, such as black, burgundy, bottle green, navy, rust, terra cotta, and other deep tones may be appropriate. Muted pastels may also be used for accentuation of detail and to further enhance design motifs. The intention is to avoid loud, obtrusive, excessively contrasting or bold colors and to use color to enhance the design as opposed to overwhelm the architectural effect.

(f) Cornices, porch ceilings, exposed beams and rafters shall be constructed of wood except when masonry and shall be stained or painted in approved colors. Vinyl gutters, trim components, soffits, siding, shutters, vents and other architectural components are not allowed.

(g) Gutters and downspouts shall be consistent with roof materials and finishes. Painted half-round galvanized or natural copper gutters and downspouts are preferred over factory finished "ogee" gutters and downspouts. However, with adequate overhangs and ground treatment incorporated in the design, gutters and downspouts are not required.

(h) No bright natural aluminum should be visible on the residence; roof vents should be painted out to match the principal roof material color. Skylights and other miscellaneous metal materials should be finished to blend in with the primary roof material.

4.11 Location and Treatment of Utility Connections, Controls and Meters.

(a) All utility services to the improvements on each Lot shall be underground. All pad mounted transformers and utility pedestals are to be screened with landscaping elements large enough and dense enough to provide total screening immediately upon installation.

(b) Air conditioning condensers and pool equipment shall be enclosed by a structural screening element and landscaped.

(c) Whenever possible, a central service location not on the street facing elevation, not visible from the street and screened from neighbors, shall be designed for each dwelling which shall contain connections for all utilities, including underground electric and metering devices, underground telecommunications, cable TV, security and telephone service, water, natural gas or other fuels and shall be accessible and unobstructed for service by the respective authorities. Common trenches shall be used where possible.

The listing of possible utility services herein does not guarantee availability to individual sites.

(d) Satellite dishes greater in diameter than 18 inches are not permitted.

(e) All fuel tanks, water tanks or similar storage facilities shall either be shielded from view by walls or structures or shall be located underground with all visible projections screened from view. Use and/or construction of such facilities shall comply with all applicable codes and ordinances.

4.12 Chimneys and Fireplaces.

(a) Chimney elements are subject to the same material limitations established by these Design Guidelines; namely, chimneys shall be faced with stucco or stone masonry, unless the unique or distinctive design of the residence justifies the use of an alternative finish. If zero-clearance manufactured fireplace assemblies are utilized, the chimney shall be capped in a manner which screens all manufactured flue elements, such that its finished appearance is indistinguishable from a true masonry fireplace.

(b) All chimneys must be equipped with a U.L. or I.C.B.O. approved spark arrestor, including outdoor fireplaces.

(c) Open outdoor fire pits are the responsibility of each individual Owner to see that they are used in a responsible manner. Individual Owners are liable for all damages caused by fires originating on their property.

4.13 **Building Projections.** All projections from a residence or other structure including, but not limited to, chimney flues, vents, flashing, louvers, gutters, downspouts, utility boxes, mailboxes (if applicable), porch railings and exterior stairways shall match the surface from which they project, or must be painted or stained an approved color to blend unobtrusively with adjacent materials. In the case of other structures set apart from the residence, these must be constructed from an approved design and with materials consistent with the main residence or as approved by the Architectural Review Committee. All building projections must be contained within the building setbacks.

4.14 **Garages.** Each residence shall contain parking spaces within the Lot, as required by Section 2.6, in a garage either attached to or detached from the main structure of the residence. Garages must be integrated into the design of the dwelling with garage doors placed as inconspicuously as possible. Detached garages must be architecturally composed to complement the main house. Servants quarters or guests quarters may be included in the garage or carport building. At least two cars must be accommodated in the garage or the carport. Garage doors may not face the street or lake or open space unless expressly approved by the Architectural Review Committee.

4.15 **Solar Applications.** Passive solar design is encouraged. Active solar applications can result in excessive glare and reflection, and would only be approved by the Architectural Review Committee if the hardware is integrated into the structure or landscaping of a Lot and is not visible from any other Lot or property.

4.16 **Changes or Additional Construction.** All changes or additions to the approved plans before, during, or subsequent to their initial construction must be approved by the Architectural Review Committee, before the addition or alteration may be implemented.

ARTICLE V. CONSTRUCTION REGULATIONS

5.1 Purpose.

(a) In order to ensure that all neighboring properties are respected and the nuisances inherent to any construction process are kept to a minimum, the following regulations set forth in this Article V (the "Construction Regulations") shall be enforced during the construction period of all improvements at Sandy Cove. Any violation of these regulations by an Owner's agent, representative, builder, contractor or subcontractor shall be deemed a violation by the Owner.

(b) In the event that any person fails to cure (or fails to commence and proceed with diligence to complete the work necessary to cure) any violation of these Design Guidelines, including these Construction Regulations, 10 days (unless a longer period of time is granted, at the sole discretion of the Architectural Review Committee, based on the violation in question) after receipt of written notice from the Architectural Review Committee designating the particular violation, the Architectural Review Committee shall have the power and authority to impose upon the Owner of the Lot in question a fine for such violation (the "Violation Fine") not to exceed five hundred

dollars (\$500.00) per occurrence. If after the imposition of the Violation Fine, the violation has not been cured or the person has not commenced the work necessary to cure such violation, the Architectural Review Committee shall have the power and authority, upon another 10 day written notice, to impose another Violation Fine which shall not exceed five hundred dollars (\$500.00) per occurrence. There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against a person for the same violation if not timely cured. The Violation Fines, together with interest at the highest lawful rate per annum and any costs of collection, including reasonable attorneys' fees, shall be a continuing lien upon the Lot against which such Violation Fine is made and shall constitute a permitted Individual Assessment levied against the Owner and the Lot and shall be collected in accordance with the terms and conditions set forth in the Declaration. Continued failure to comply may cause the Architectural Review Committee to pursue legal remedy in the form of a "stop work" injunction or punitive damages.

(c) The continued or habitual violation of these Design Guidelines by a general contractor, sub-contractor, or materials supplier will result in the withdrawal by the Architectural Review Committee of such party's approval to perform work at Sandy Cove.

5.2 **Health and Safety Compliance.** All applicable statutes, ordinances, or rules pertaining to safety and health, hazardous materials, toxic substances or wastes, including all relevant Occupational Safety and Health Act (OSHA) regulations and guidelines, must be observed at all times.

5.3 **Construction Trailers.** Upon commencement of construction, a construction trailer or portable field office may be located on the building site totally within the Lot's perimeter. The type, size and color of any portable office must be approved by a representative of the Architectural Review Committee during the pre-construction conference. The field office may not be placed on-site earlier than two weeks prior to the actual onset of continuous construction activity. At the same time, the provision of temporary power and telephone will be determined. A construction trailer may not remain on site for a period of time exceeding eight months without approval of the Architectural Review Committee. 8 mos

5.4 **Trash Receptacle and Debris Removal.**

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

(b) All concrete washout, from both trucks and mixers, must occur within the developed area of the Lot in a location where it will ultimately be concealed by structure or covered by back fill. Washout in road rights-of-way, setbacks or on adjacent properties is strictly prohibited and may result in fines being levied against the Owner and builder, general contractor or subcontractor.

(c) During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore in the judgment of the Architectural Review Committee or a detriment to other Lots or open space. Any clean-up costs incurred by the Architectural Review Committee or the Association in enforcing these requirements shall be payable by the Owner and the builder or general contractor. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed from public or private roads, open spaces, driveways or other portions of Sandy Cove.

5.5 Sanitary Facilities. Each Owner, builder or general contractor shall be responsible for providing adequate sanitary facilities for his construction workers. Portable toilets must be located within the Lot's perimeter, clear of all road rights-of-way and adjacent properties.

5.6 Construction Access. Construction access to any Lot may only occur from its primary street frontage. Access across recreational space, easement, open space tracts, or across any neighboring Lot is strictly prohibited.

5.7 Vehicles and Parking Areas. Construction personnel may only park upon the residential Lot. Vehicles may not be parked on neighboring Lots, in nearby driveways or on open space. Changing oil or other vehicle maintenance within Sandy Cove is strictly prohibited.

5.8 Conservation of Native Landscaping. Trees which are to be preserved must be marked and protected throughout construction by flagging, fencing, or barriers. The Architectural Review Committee shall have the right to flag major terrain features or plants which are to be fenced for protection. Any trees or branches removed during construction must be promptly cleaned up and removed from the construction site.

5.9 Excavation Materials. All surplus products of excavation must be removed from Sandy Cove once rough excavation has been completed. On-site stockpiling of rock, gravel, or soil shall be limited to those materials intended for use as backfill and/or final grading.

5.10 Dust and Noise Control.

(a) The contractor shall be responsible for controlling dust and noise from the construction site. Dirt and mud deposited on public or private roads as the result of construction activity shall be promptly removed.

(b) The sound of radios or of other audio equipment must not be audible beyond the property perimeter of any Lot. Repeated violations of this provision will result in the total prohibition of any on-site use of radios or audio equipment during construction.

5.11 **Material Deliveries.** All building materials, equipment and machinery required to construct a residence on any Lot at Sandy Cove must be delivered to and remain within the property boundary of each Lot, clear of all road rights-of-way and adjacent Lots or tracts. This includes all building materials, earth-moving equipment, trailers, generators, mixers, cranes and any other equipment or machinery that will remain at Sandy Cove overnight. Material delivery vehicles may not drive across adjacent Lots or tracts to access a construction site. Material deliveries may not occur on Sunday.

5.12 **Firearms.** The possession or discharge of any type of firearm by construction personnel on any construction site, Lot, Common Properties or elsewhere within Sandy Cove is strictly prohibited.

5.13 **Alcohol and Controlled Substances.** The consumption of alcohol or use of any controlled substance by construction personnel on any construction site, Lot, Common Properties or elsewhere within Sandy Cove is strictly prohibited.

5.14 **Fires and Flammable Materials.**

(a) Careless disposition of cigarettes and other flammable materials, as well as the build-up of potentially flammable materials constituting a fire hazard, are prohibited. At least two 20-pound ABC-rated dry chemical fire extinguishers shall be present and available in a conspicuous place on the construction site at all times (unless otherwise established by the Architectural Review Committee).

(b) No on-site fires are allowed.

5.15 **Pets.** No pets, including dogs, may be brought onto the construction site or elsewhere within Sandy Cove by a member of any construction crew.

5.16 **Preservation of Property.**

(a) The use of or transit over any other Lot, Common Properties or amenity is prohibited. Construction personnel shall refrain from parking, eating, or depositing of rubbish or scrap materials (including concrete washout) on any neighboring Lot, tract, or right-of-way.

(b) It is imperative, when moving heavy equipment around Sandy Cove, that precautions be taken to prevent damage to walking trails, walls, drainage areas, and street surfaces. Any damage to such structures or improvements will be assessed against the responsible Owner and builder or general contractor. Crawler tractors are not to be operated or unloaded on any paved surface or ranch road.

(c) Each Owner must designate one area to provide access to the site and must ensure that its builder or general contractor provide ample heavy timber to ramp material to protect and use this area only to move equipment and material on or off the site until the final approved driveway cut has been constructed. *Use of adjoining property is prohibited.*

(d) The Sandy Cove soils may be at times, deficient of adequate moisture and nutrients to support abundant vegetation making for a fragile ground level environment. Passing tires compact the soil forming hardpan. This compacted soil further restricts available moisture, limits air migration to root systems, and reduces the development of humus and the bacteria which create nutrients required for plant growth. This consequence can last quite some time as a result of only one pass, and, with multiple vehicle passes, the damage may last for years. When within the limits of the drip line on trees, this may also smother the root system and damage or kill the tree. Caution is advised.

(e) Drainage during construction must be controlled so as to cause no erosion on the Lot or on adjoining property. Retention fencing and any permanent erosion controls must be installed before any site clearing has begun.

5.17 Restoration of Property.

(a) Upon completion of construction, each Owner, builder and general contractor shall clean its construction site and repair all property which has been damaged, including but not limited to, restoring grades, planting shrubs and trees as approved or required by the Architectural Review Committee, and repair of streets, utilities, driveways, pathways, drains, culverts, ditches, signs, lighting, and fencing.

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

(c) Damage and scarring to other property, including, but not limited to, other Lots, roads, driveways and/or other improvements, will not be permitted. If any such damage occurs, it shall be repaired and/or restored promptly at the expense of the person or entity causing the same, provided, however, that the Owner shall ultimately be liable to the Architectural Review Committee, the Association and the other Owner incurring the damage for the actions of its builder, general contractor and such party's subcontractors and agents.

5.18 Construction Signage.

(a) Temporary construction signs shall be limited to one sign per site not to exceed 9 square feet of total surface area. This sign is intended primarily for job site identification therefore, it must be located within the Lot boundary, facing the street frontage of the Lot. It may identify the general contractor and designer by name with address, license number and telephone number(s) and it may identify the job site by Lot number or Owner's name. The sign shall be free standing, not to exceed 4 feet in height above natural grade. The sign's design, color, style, text, duration of display and location upon the Lot must be approved in advance by the Architectural Review Committee. The construction sign may not be erected on a site earlier than 2 weeks prior to the onset of continuing construction activity and must be removed within 2 weeks of the issuance of

the Final Release by the Architectural Review Committee, or immediately upon the passage of 30 calendar days without significant construction activity. The general contractor of a completed market home may apply to the Architectural Review Committee for continuation of its construction sign for advertising and sales purpose after construction has been completed, until such time that a contract for sale has been executed.

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

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

(d) The Architectural Review Committee will accomplish the removal and disposal of all non-conforming signs.

5.19 **Daily Operation.** Daily working hours for each construction site shall be from 7:00 a.m. to 6:00 p.m., Central Standard Time, or 7:00 a.m. to 7:00 p.m., Daylight Savings Time, Monday through Saturday of each week. All construction work, including material deliveries, must cease on Sunday of each week.

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

5.21 **Construction Insurance Requirements.** All Owners or, at their option, their builders, contractors and subcontractors, shall be fully insured for Builder's Risk and Liability, as evidenced in the form of a valid Certificate of Insurance. The certificate of liability insurance shall name the Owner, the Association, and Declarant as the certificate holders and insured parties as their interests appear. The minimum limits of liability shall not be less than \$500,000 each for general liability and automobile liability and higher limits may be required on a case-by-case basis or pursuant to bulletins issued by the Architectural Review Committee. General liability coverage shall contain provisions for contractual liability and broad form property damage. The certificate shall provide for 30-day notice to the certificate holders in the event of cancellation or material change in the limits of coverage.

5.22 **Vehicular Access to Sandy Cove.** The Architectural Review Committee or the security staff may require proof of acceptable insurance as a condition of entry. The owner or operator of any vehicle unable to show proof of State mandated vehicular insurance will be removed from the property.

5.23 **Builder Qualification.** All builders, contractors and subcontractors performing construction or other related services at Sandy Cove must be duly licensed and satisfy such other requirements as may be imposed by the Architectural Review Committee, in its sole discretion.

Prior to the start of any construction activity, every builder, contractor and subcontractor must make application to the Architectural Review Committee for approval as a qualified Sandy Cove builder, contractor or subcontractor. Such application shall be in the form specified by the Architectural Review Committee, shall be supported by such additional information or documentation as the Architectural Review Committee may specify, and shall include an express written confirmation of the applicant's agreement to abide by these Design Guidelines, the Declaration and all bulletins, rules and regulations promulgated thereunder or issued pursuant thereto. The failure of any approved builder, contractor or subcontractor to abide by the terms and provisions of such Governing Documents may result in the disqualification of such party as an approved builder at Sandy Cove. A fee for administrative costs may be charged by the Architectural Review Committee to the party and/or Owner to qualify any builder, contractor or subcontractor for approval. A list of the accumulated "Approved Builders" (herein so called) is to be maintained by the Architectural Review Committee and available to all Owners as a resource for builder services. Builders, contractors or subcontractors who have been approved by the Architectural Review Committee are approved on the quality of their construction as compared to the Design Guidelines at the time of such approval, and, although financial information may be requested, the Architectural Review Committee does not investigate or determine the financial stability of any proposed builder, contractor or subcontractor and makes no representations or warranties as to such party's skills, work product, or any other matter.

5.24 **Builder Escrow Deposit.** Upon gaining status as an Approved Builder and prior to the start of construction, the builder shall enter into an escrow agreement with the Association and a third party escrow agent mutually acceptable to both parties and shall deposit the sum of \$5,000 (five thousand dollars), which shall remain in the escrow account until the completion of construction.

Unless the funds are deemed necessary to cure any Design Guidelines compliance deficiencies or to pay any costs or fines assessed against the builder, the full amount of the deposit and any accrued interest will be returned to the builder within 30 days of the Final Release being issued by the Architectural Review Committee.

5.25 **Pre-Construction Conference.**

(a) Prior to commencing construction, the builder must meet with the Architectural Review Committee to review construction procedures and to coordinate construction activities. Builders must submit a list of subcontractors and suppliers in order for them to gain access to Sandy Cove.

(b) To ensure that each builder adheres to the Final Design Approval (as provided in Article VI), the Architectural Review Committee shall monitor building sites during construction and, in the event of a violation of these Construction Regulations, shall give notice in writing of such violation to the Owner and the builder. The notice to the Owner shall be sent by first class mail, postage prepaid, addressed in the name of the Owner at the mailing address registered with the Association. The notice to the builder shall be hand delivered to the builder's representative at the building job site and/or posted adjacent to the building permit posted on the building job site.

(c) In the event of any violation, the Owner and/or builder shall be fined to the maximum amounts allowed in these Design Guidelines. In the event the Owner and/or builder fails to remedy any violation, the Architectural Review Committee may take any action necessary to remedy the violation. The builder may also lose its right to perform further work in the Sandy Cove development

5.26 **Construction Safety and General Conduct.**

(a) In order to insure a safe, neat and orderly construction site, the Architectural Review Committee and the Association have established certain construction and safety regulations identified in these Design Guidelines for the benefit of all Owners and residents which are in addition to, and shall in no way diminish, the Owner's obligation to comply with all governmental regulations.

(b) It is of the utmost importance that anyone conducting construction activities exert extreme care in preventing conditions that are unsafe or that could constitute fire or other hazards. The Association and the Architectural Review Committee will not tolerate any activity, such as paint, stain or concrete runoff, that, in either party's opinion, constitutes or could cause such hazards.

(c) The specified working hours will be strictly enforced. The aim of these Design Guidelines, however, is to be flexible to a certain extent provided the need is *urgent* and there is a minimum impact on the immediate neighbors.

(d) A minimum of two 20-pound ABC-rated dry chemical fire extinguishers shall be located on each construction site in a conspicuous location.

(e) The maximum speed limit is 15 mph on all roads. Slower speeds are appropriate when children, animals, or ATV's are in the vicinity.

5.27 **Responsibility of Association and Declarant.** The Association and Declarant assume no responsibility for soil conditions including, without limitation, rock formations, high water table, or expansive soils nor any environmental condition, including, without limitation, endangered species, or critical environmental matter protected by governmental regulations. Each Owner shall be responsible for obtaining any required soil tests and surveys.

5.28 **Responsibility of Owner.** All Owners shall be solely responsible for the conduct and behavior of their representatives, builders, contractors, subcontractors, vendors and suppliers.

5.29 **Non-Compliance.** The Owner will submit all structures to inspection by the Architectural Review Committee as required to determine compliance with these Design Guidelines. In the event of noncompliance with these Design Guidelines, including any of these Construction Regulations, the Association and the Architectural Review Committee each shall have the right, but not the obligation, to hire a contractor or contractors to perform the work and furnish the materials necessary for compliance at the Owner's expense plus 10% for administration. Such charges shall be a permitted Individual Assessment levied against the Owner and the Lot and shall be collected in accordance with the terms and conditions set forth in

the Declaration. A failure to enforce any restriction shall in no event be deemed a waiver of this right to do so afterward.

ARTICLE VI. **DESIGN REVIEW PROCEDURES**

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

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

6.1 **Pre-Design Conference.** Prior to preparing preliminary plans for any proposed improvement, it is imperative that the Owner and/or his architect/designer meet with a representative of the Architectural Review Committee to discuss proposed building intentions and to resolve any questions regarding building requirements at Sandy Cove. This informal review is to offer guidance prior to initiating preliminary design and should occur on site whenever possible.

6.2 **Preliminary Design Submittal.**

(a) When the preliminary design is complete, its submittal for consideration must include all of the following exhibits; no review will commence until the submittal is complete:

- (i) Site plan (scale 1 inch equals 10 feet or 1 inch equals 8 feet) for the area of improvements and the appropriate scale for an overall plan showing the entire property, location of the proposed residence and any accessory buildings, driveway, parking area, existing and proposed topography, proposed finished floor elevations, all trees of 4 inch diameter or greater at chest height that are within a 50 foot radius of any improvements, special terrain features to be preserved and trees to be removed.
- (ii) Survey (scale 1 inch equals 10 feet or 1 inch equals 8 feet), by a registered land surveyor or licensed civil engineer showing Lot boundaries and dimensions, topography (2 feet contours or less), significant terrain features, all trees of 4 inch diameter or greater at chest height that are within a 50 foot radius of any improvements, edge of pavement or curb, and utility locations.
- (iii) Floor plans (scale 1/4 inch or 1/8 inch equals 1 foot) showing proposed finished floor elevations.

- (iv) All exterior elevations (scale 1/4 inch or 1/8 inch equals 1 foot) showing both existing and proposed grade lines, plate heights, ridge heights, roof pitch and preliminary indication of all exterior materials and colors.
- (v) If the Architectural Review Committee deems it appropriate, due to slope considerations or complexity of design, a study model may be required (same scale as site plan), which accurately depicts all the proposed improvements and their relationship to the site.
- (vi) Any other drawings, materials, or samples requested by the Architectural Review Committee.
- (vii) A design review fee in the amount of one thousand two hundred dollars (\$1,200) shall be submitted as a part of the Preliminary Design Submittal (herein so called). A preliminary design will not be placed on the agenda for review unless this fee has been included with the submittal.
- (viii) The submittal shall consist of three complete sets of the requisite documents and exhibits.

\$1,200

(b) A complete Preliminary Design Submittal must be received at the designated address of the Architectural Review Committee (to be provided at or prior to the Pre-Design Conference) by noon of the Friday preceding a scheduled meeting of the Architectural Review Committee, in order to be included on the agenda for consideration. All such submittals received during each Saturday through Friday time span, regardless of the actual date submitted, shall bear an "effective date of submittal" which corresponds to the Friday ending that particular week's span. The submittal must be accompanied by a completed application for preliminary design review and the requisite review fee remittance.

6.3 Preliminary Design Review.

(a) The Architectural Review Committee will meet to review the submittal and will respond in writing within 10 days after their meeting, barring unavoidable delays, but no later than 30 days after the effective date of the submittal.

(b) At such time as a complete preliminary submittal meets the approval of the Architectural Review Committee, two sets of the submittal documents will be retained by the Architectural Review Committee and the other set will be marked "Approved" and returned to the Owner or its designated representative, accompanied by a statement indicating approval as submitted or approval subject to certain conditions of modifications. If the Architectural Review Committee determines that a submittal is not in compliance with these Design Guidelines or the Declaration, one set of the submittal shall be returned marked "Disapproved", accompanied by a reasonable statement of items

found to be not in compliance. The approval or disapproval of the Architectural Review Committee shall be narrative and in writing.

(c) Results of reviews will not be discussed over the telephone by members of the Architectural Review Committee with an Owner or its architect or builder, and no Owner, architect or builder shall have the right to attend any meeting of the Architectural Review Committee unless specifically requested by the Architectural Review Committee. Any response an Owner may wish to make regarding the results of a design review must be addressed to the Architectural Review Committee in writing.

6.4 Final Design Submittal.

(a) After preliminary approval is obtained from the Architectural Review Committee, the following documents are to be submitted for final review; no review will commence until the submittal is complete:

- (i) Site plan (scale 1 inch equals 10 feet or 1 inch equals 8 feet) for the immediate area of the improvements and a smaller scale showing the entire property, location of the residence and any accessory buildings, driveway, parking area, existing and proposed topography, finished floor elevations, all protected plants or special terrain features to be preserved, trees to be removed, all utility sources and connections, and site walls.
- (ii) Foundation plan (scale 1/4 inch or 1/8 inch equals 1 foot), showing layout, foundation steps, reinforcement design, design criteria, and the stamp of a registered engineer.
- (iii) Floor plans (scale 1/4 inch or 1/8 inch equals 1 foot), showing finished floor elevations.
- (iv) Roof plan (scale 1/4 inch or 1/8 inch equals 1 foot), showing all roof pitches.
- (v) Building section (scale 1/4 inch or 1/8 inch equals 1 foot) if necessary, indicating existing and proposed grade lines.
- (vi) All exterior elevations (scale 1/4 inch or 1/8 inch equals 1 foot), showing both existing and proposed grade lines, plate heights, roof pitch and an indication of exterior materials and colors.
- (vii) Paint chips and literature as requested by the Architectural Review Committee depicting or describing all exterior materials. (See Section 6.5 for deferment of proposed color selections.)
- (viii) Complete landscape plan (scale 1 inch equals 10 feet or 1 inch equals 8 feet), showing size and type of all proposed plants, irrigation system, all decorative materials or borders and all

retained plants. (See Section 6.5 for deferment of the submittal of this item.)

- (ix) On-site staking of all building corners and other improvements, if requested by the Architectural Review Committee.
- (x) The submittal shall consist of three complete sets of the requisite documents and exhibits.

(b) A Final Design Submittal (herein so called) must be received at the designated address of the Architectural Review Committee by noon of the Friday preceding a scheduled meeting of the Architectural Review Committee, in order to be included on the agenda for consideration. All such submittals received during each Saturday through Friday time span, regardless of the actual date submitted, shall bear an "effective date of submittal" which corresponds to the Friday ending that particular week's span.

TIME ?

→ 6.5 Deferral of Material or Color Selection. An Owner may wish to delay the confirmation of landscaping intentions, final colors and materials, or stonework selections until some point in time after the start of construction in order to better visualize landscape considerations, or to test an assortment of potential colors with actual materials intended for use. The Architectural Review Committee will cooperate with the Owner in this regard, provided that no landscape work may be started, nor color or material applied, until such time as the Architectural Review Committee has had the opportunity to review, and it has approved, the final selections. The submittal should occur before the placement of any orders for materials to avoid potential restocking costs in the event of denial of the submitted item(s). Further, the provision stated here shall be a condition of Final Design Approval; therefore, application of any material, coating, or finish without the requisite submittal to the Architectural Review Committee shall have the effect of voiding the approval in its entirety.

6.6 Site Inspection. As soon as the submission of final plans is complete, a representative of the Architectural Review Committee will inspect the Lot to determine that the conditions as depicted in the Final Design Submittal are accurate and complete.

6.7 Final Design Review.

10 - 30 days

(a) The Architectural Review Committee will meet to review the submittal and will respond in writing within 10 days after meeting, barring unavoidable delays, but no later than 30 days after the effective date of submittal.

(b) At such time as a complete Final Design Submittal meets the approval of the Architectural Review Committee, two sets of the submittal documents will be retained by the Architectural Review Committee and the other set will be marked "Approved" and returned to the Owner or its designated representative, accompanied by a statement indicating approval as submitted, or approval subject to certain conditions or modifications. If the Architectural Review Committee determines that a submittal is not in compliance with these Design Guidelines or the Declaration, one set of the submittal

shall be returned marked "Disapproved", accompanied by a reasonable statement of items found to be not in compliance. The approval or disapproval of the Architectural Review Committee shall be narrative and in writing.

(c) Results of reviews will not be discussed over the telephone by members of the Architectural Review Committee with an Owner or its architect or builder, and no Owner, architect or builder shall have the right to attend any meeting of the Architectural Review Committee unless specifically requested by the Architectural Review Committee. Any response an Owner may wish to make regarding the results of a design review must be addressed to the Architectural Review Committee in writing.

6.8 → **Resubmittal of Plans.** In the event of any disapproval by the Architectural Review Committee of either a Preliminary or a Final Design Submittal, a resubmission of plans must follow the same procedure as an original submittal. The Architectural Review Committee may assess an additional design review fee (which correlates to the relative consulting cost for duplicitous review efforts) upon subsequent submittals which diverge substantially from previously reviewed applications for the same site, whether previously approved or denied.

6.9 **Pre-Construction Conference.** Prior to commencing construction, each pre-approved builder must meet with a representative of the Architectural Review Committee to review construction procedures and coordinate its activities in Sandy Cove.

6.10 **Commencement of Construction.**

(a) Upon receipt of approval of the Final Design Submittal and the Notice to Proceed from the Architectural Review Committee, and having satisfied all applicable governing authority review processes, including receipt of all required building permits, the Owner shall have satisfied all conditions of approval and may commence the construction or any work pursuant to the approved plans within one year from the date of such approval. The Owner may not commence any construction activity including grading, site preparation, or other preliminary activity prior to receipt of the Notice to Proceed.

(b) If the Owner fails to begin construction within such one-year time period, any approval given shall be automatically revoked.

(c) The Owner shall, in any event, complete the construction of any improvement on its Lot within 18 months after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to labor strikes, fires, national emergencies or natural calamities; provided, however, that the Owner work diligently and continuously thereafter to complete construction as soon as reasonably possible.

(d) If the Owner fails to comply with this schedule, or if the diligent and earnest pursuit of the completion of the improvement ceases, or is abandoned for a period of one calendar month, or a cumulative period of 4 weeks during any 8 week span, the Architectural Review Committee may, upon the passage of 60 days after written notification to the Owner, proceed to have the exterior of the improvement completed in

1 yr
to build

18 mos.
to build

accordance with the approved plans or remove the improvement and restore the Lot to its pre-construction condition to the greatest degree possible. All costs relating to the completion or removal shall be borne by the Owner and reimbursed to the Architectural Review Committee by the Owner, to be secured by a continuing lien on the Lot.

6.11 Inspections of Work in Progress.

(a) During construction, the Architectural Review Committee or a representative or agent of the Architectural Review Committee may make inspections. It is the responsibility of the Owner to ensure that construction conforms to approved plans. If the Architectural Review Committee, or its representative or agent, determines that the construction does not conform to the plans and specifications approved pursuant to the Final Design Review, the Architectural Review Committee shall give written notice of such noncompliance to the Owner. The written notice shall specify in reasonable detail the particulars of the non-compliance, and shall require the Owner to remedy the same.

(b) If, upon the expiration of 10 days (unless a longer time period is granted, at the sole discretion of the Architectural Review Committee, based on the matter in question) from the date of such notification by the Architectural Review Committee, the Owner shall have failed to remedy such non-compliance, the Architectural Review Committee shall notify the Association. The Association may take such action to remedy this non-compliance as is provided for in the Declaration and/or these Design Guidelines, including without limitation, injunctive relief or the imposition of a fine to be secured by a continuing lien on the Lot.

6.12 Subsequent Changes.

(a) Additional construction of other improvements to a residence or Lot, or changes during construction or after completion of an approved structure, including landscaping and color modification, must be submitted to the Architectural Review Committee for approval prior to making such changes or additions.

(b) No changes in the exterior plans or materials approved by the Architectural Review Committee may be undertaken without prior approval by the Architectural Review Committee.

(c) Once the building is completed, no exterior alterations including, but not limited to, colors, materials, additions, or deletions shall be undertaken which will result in significant changes, visible or apparent, to the exterior appearance without prior approval from the Architectural Review Committee.

6.13 Final Inspection.

(a) Upon completion of any residence or other improvement, the Owner shall give written notice of completion to the Architectural Review Committee.

(b) Within 30 days of such notification, a representative of the Committee may inspect the residence or other improvements for compliance. If all improvements

comply with these Design Guidelines, the Architectural Review Committee will issue to the Owner a written notice determining that the design requirements and construction regulations have been met to the satisfaction of the committee (a "Final Release"), which release is to be issued within 30 days of the final inspection.

(c) If it is found that the work was not done in strict compliance with the approved plans or any portion of these Design Guidelines, the Architectural Review Committee may issue a written notice of noncompliance to the Owner, specifying the particulars of noncompliance, which notice is to be issued within 30 days of the final inspection.

(d) The Owner shall have 30 days from the date of notice of noncompliance within which to remedy the noncompliance. If, by the end of this time period, the Owner has failed to remedy the noncompliance, the Architectural Review Committee may take action to remove or correct the noncomplying improvements as provided in these Design Guidelines, including, without limitation, injunctive relief or the imposition of a fine to be secured by a lien on the Lot.

(e) When all construction and landscaping have been completed and any deficiencies or noncompliance remedied, the Architectural Review Committee shall then issue a Final Release.

(f) If the Architectural Review Committee fails to issue a Final Release, and also fails to issue a notice of noncompliance to the Owner, within 60 days of the Architectural Review Committee's receipt of the Owner's written notice of completion, the Owner shall send another written notice, stating that it is the second notification. If neither a Final Release nor a notice of noncompliance are issued within 30 days thereafter, the completed improvements shall be deemed to be in compliance with the plans as approved by the Architectural Review Committee, and in compliance with these Design Guidelines.

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

6.15 **Right of Waiver or Variance.** The Architectural Review Committee reserves the right to waive or vary any of the procedures or standards set forth herein at its discretion, for good cause shown. Upon submission of a written narrative request for a variance or waiver of one or more provisions of these Design Guidelines, the Architectural Review Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance with these Design Guidelines. No member of the Architectural Review Committee shall be liable to any Owner or other person for any claims, causes of actions, or damages arising out of the granting or denial of any variance request by an Owner or its agent. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests, and the grant of a variance to any Owner shall not

constitute a waiver of the Architectural Review Committee's right to strictly enforce these Design Guidelines against any other Owner or against the same Owner on any future submissions. Each such written request must identify and set forth in narrative detail the specific guideline or standard from which a variance is sought, describe in detail the exact nature of the variance sought and be accompanied by the appropriate fee, as prescribed from time to time by the Architectural Review Committee and which may be adjusted in either direction at any time as the Architectural Review Committee deems reasonable and appropriate under the circumstances. Any grant of variance by the Architectural Review Committee must be in writing and must identify in narrative detail both the standard from which a variance is being sought and the specific variance being granted.

6.16 Exemptions.

(a) Utility and maintenance buildings, structures, and cabinets located on non-residential tracts are the responsibilities of the Association or Declarant and are exempted from these Design Guidelines. However, the Association and Declarant will coordinate with the Architectural Review Committee and endeavor to attain as high a level of conformance with these standards as is practical for these types of facilities.

(b) The reconstruction by the Association or Declarant after damage or destruction by casualty or otherwise of any Common Properties which is accomplished in substantial compliance with "as built" plans for such Common Properties shall not require compliance with the provisions of these Design Guidelines.

(c) Repainting or re-staining associated with the prudent maintenance of an existing residence does not require subsequent approval by the Architectural Review Committee, provided the paint/stain colors are identical to those initially approved by the Architectural Review Committee for application to the residence.

-- END --

DECLARANT:

**SANDY COVE RANCH ON RICHLAND
CHAMBERS LAKE, L.P.,**
a Texas limited partnership

By: Sandy Cove Ranch Partners Management,
LLC, a Texas limited liability company,
its general partner

By: *[Signature]*
Name: MICHAEL E. MONTGOMERY
Title: MANAGER

THE STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on June 27, 2007, by Michael E. Montgomery of Sandy Cove Ranch Partners Management, LLC, a Texas limited liability company, general partner of SANDY COVE RANCH ON RICHLAND CHAMBERS LAKE, L.P., a Texas limited partnership, on behalf of said partnership.

Kathie Keller
Notary Public, State of Texas

Kathie Keller
Printed/Typed Name

My Commission Expires:

June 21, 2010



EXHIBIT "A"

LEGAL DESCRIPTION