



Monacello

&

*Toscana*

at

GRAND ISLAND ESTATES

DESIGN GUIDELINES

FOR SANDCASTLE HOA



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## **DESIGN REVIEW GUIDELINES**

### **INTRODUCTION**

The Toscana and Monacello neighborhoods are two of the three premier developments of the Grand Island Estates. The homes in these exclusive communities are in the center of peninsula turned island by the re-construction of the London Bridge and the creation of Lake Havasu on the Colorado River. These homes are set against the blue-green waters of Lake Havasu, feature some of the most spectacular scenery in the Southwest, surrounded by both lake and mountain views in almost every direction, with City lights to the East. These communities have a Tuscan inspired architecture and rare Island in a desert location, feature beautiful one and two-story single family homes, in one of the premier residential neighborhoods in Lake Havasu City.

The objectives of these Design Guidelines are to encourage the specific use and design elements that will contribute to creating excellence in architectural design and landscaping. They also serve to minimize potential for offensive conditions that could result from unrestricted construction activities without these controls, and uphold the peaceful serenity and values for those that call Sienna Villas home.

These Design Guidelines are for Residences and related Improvements that are to be built in the Sienna Villa neighborhood within Grand Island Estates. The intent of these guidelines is to foster a suitable blending of structures and landscaping into a harmonious and aesthetically pleasing residential neighborhood. Exterior materials, textures and colors shall reflect the natural desert landscape color palette. Copies of the Design Guidelines are available at the Grand Island Realty Sales Office, HOA Management Office or from the Committee.

The design review for each residence will be subject to the approval of the Design Review Committee (DRC). The Guidelines, along with the review and approval process will ensure compatibility of design and the highest of quality throughout these developments. These Guidelines are not a substitution of local building codes. All buildings and structures must comply with all applicable state and local zoning and code requirements, as well as these Design Guidelines. If there is a conflict between these Guidelines and the CC&R Declaration or any supplemental restrictive covenants recorded against the Toscana and Monacello property, the most restrictive covenant, condition, restriction, requirement or regulation shall control.

## **II. SITE DESIGN GUIDELINES**

The master-grading plan has created individual lot pads and lot grades that may not be changed. Drainage becomes the sole responsibility and liability of the homeowner if any changes are made to grading, including decorative landscaping, after Close of Escrow. No more than one single family home can be constructed on any lot, subject to approval of the DRC. Only with prior approval of the City of Lake Havasu and the DRC, may adjoining lots be consolidated and re-platted as a single lot. Lots must drain to the streets. Changes to the existing drainage patterns for surface waters on any lot are prohibited.

## **III. DESIGN REVIEW PROCESS**

The Committee is responsible for reviewing and approving all improvements and any revision or alteration to those improvements. The goal of the Committee is to process each submittal fairly, consistently, in a timely manner and in accordance with sound professional judgment and the requirements of these Design Guidelines and the CC&R Declaration. The Committee has established reasonable procedural rules, and may assess a reasonable fee in connection with the review of plans and specifications. The Committee may delegate plan review responsibilities to one or more members of the Committee.

Each owner is responsible for obtaining a copy of the most recently revised Design Guidelines before commencing any improvements or modifications to the Owner's lot. Copies of the Design Guidelines and Applications for construction of Improvements may be obtained at the following addresses:

Sandcastle HOA  
Amy Telnes Management Services  
2563 Kiowa Blvd N  
Lake Havasu City, AZ 86403

The Committee, before giving such approval, may require that changes be made to comply with the requirements of the Declaration, these Design Guidelines and such additional requirements as the Committee may, in its discretion, impose as to structural features or characteristics thereof not expressly covered by any provisions of this document or the CC&R Declaration, including, without limitation, the site or location of any proposed Improvements with respect to the topography and finished ground elevations. The Committee may also require or specify, in

its discretion, the exterior finish and color, and the architectural style or character of any proposed Improvement in view of the general architectural style and character of existing Improvements.

The Committee, before giving its approval, may impose conditions, including without limitation, time limitations for the completion of Improvements, or require changes to be made which in its discretion are required to ensure that the proposed Improvement will not detract from the appearance of the Project, or otherwise create any condition disadvantageous to other Owners. Until all plans and specifications required for each submittal are determined by the Committee to be complete, the Committee shall have no obligation to review any partial submittals. All complete submittals will be acted upon promptly by the Committee.

The amount of time taken by the Committee for the approval process will vary with the adequacy and complexity of the design information, and the completeness of the submitted plans. A decision of the Committee to approve, or to disapprove a submittal, together with an explanation of further conditions to be satisfied by the applicant, shall be made within forty-five (45) days after receipt of a completed submittal.

The approval of the Committee of any submissions for any work done, or proposed to be done, or in connection with any other matter requiring the approval or consent of the Committee, shall not be deemed to constitute a waiver by the Committee of its right to approve, disapprove, object or consent to any of the features or elements embodied therein when the same features or elements are embodied in other plans, specifications, drawings or other matters submitted to the Committee.

An applicant may request reconsideration of a ruling of the Committee by submitting to the Committee, in duplicate, written arguments for such reconsideration within thirty (30) days of the date of receipt of the Committee's ruling. The Committee will give its final ruling by answering the arguments and by confirming or modifying its ruling within thirty (30) days of the date of submittal of the written argument to the Committee.

Final approvals by the Committee are valid for one (1) year from the date of final approval and must be obtained prior to submitting formally to the City of Lake Havasu for a building permit. If a building permit is not issued within one (1) year after an Owner obtains an approval from the Committee, the previous approval is void and an application for proposed Improvement(s) must be resubmitted and reapproved by the Committee. Verbal approvals are not effective approvals under any circumstances. The applicant shall not rely on and shall not place any

value whatsoever on a verbal approval by anyone, including a Committee member(s). The Committee shall not be bound in any respect by a verbal approval.

Neither the Declarant, the Association, the Board, the Committee, the members, or the designated representatives thereof shall be liable for damages to any Owners of Owner's representative submitting plans or specifications to the Committee or any of the entities named above for approval, or to any Owner or Owner's representative affected by the Declaration or these Design Guidelines, by reason of any mistake of judgment, omission, or negligence, unless due to willful misconduct or bad faith of the Committee. Each Owner, as a condition to obtaining any approval under these Design Guidelines, agrees to fully indemnify, protect, defend and hold harmless, the Declarant, the Association, and the Committee against and from any and all claims, liabilities, lawsuits and disputes related in any way to any approved and/or disapproved Improvements.

#### **A. Building Time Limits**

Construction of Improvements must begin within ninety (90) days of Committee approval, unless modified in the Purchase Agreement between the Owner and Declarant. Construction must be completed within 12 months. If there is a lapse of either of these time periods, there is a fine of \$30.00 per day and unpaid fines will be considered an Assessment according to Section 7.7 of the Covenants, Conditions and Restrictions for Toscana and Monacello.

#### **B. Schematic Design Submittal**

The first submittal to the Committee is the Schematic Design Submittal (2 Copies). These documents provide the Committee with a complete understanding of the architecture, the landscape and the proposed materials for the Residence or substantial reconstruction of an existing Residence. Prior to proceeding to the next submission, approval must be obtained for the DRC. Along with Schematic Design Submittal, the DRC will require the Owner to deposit a Compliance Deposit of between \$1,000 and \$10,000 with the Homeowner Association along with a Design Review fee as required by the DRC and stated on the application.

#### **C. Standard plans**

Standard plans are pre-approved and not subject to plan approval. If owner picks a plan designed by the Developer this requirement is waived unless there is a major change to the

elevation. All necessary selections are made at the time of contract and appointment with design center.

#### **D. Working Drawing Submittal**

After Schematic Design approval, 2 full and complete copies of Construction Documents shall be submitted. These drawings will be reviewed for compliance with Committee requirements made during previous design submittals, the requirements which the Committee states are necessary in its sole judgment, and all Design Guideline requirements. Prior to issuance of a Building Permit from the City of Lake Havasu, it is necessary to obtain DRC Working Drawing approval. No work may begin prior to written approval from the DRC. Any changes to the approved Working Drawings require further review and approval from the DRC. All documents submitted to the DRC for review become the property of the DRC and HOA will not be returned to the Applicant or Home Owner. These documents will be retained and compared to the finished work as evidence of compliance or variation from the approved plans.

If the Committee does not approve the Working Drawings, it will return 1 copy to the Applicant with a written request for corrections and resubmission. The Architect and/or Landscape Architect must provide all additional drawings and details the Committee requires to understand the design fully.

#### **E. Custom Plans and Exterior Selections**

All exterior finish choices must be submitted to the DRC prior to start of construction. If these selections are not submitted it will and can cause delay in construction and this is the sole responsibility of the applicant.

### **IV. The Design Review Committee**

The Committee is established to oversee the overall development of Toscana and Monacello in accordance with the Design Guidelines and the professional judgment of the Committee members. The Committee is empowered as described within the Declaration of Covenants, Conditions, and Restrictions (the "Declaration") to administer and enforce proper development and operation of Sienna Villas. The Committee will perform its duties and be composed of a membership as described within the empowering document.



The Committee is the design review agent for Sandcastle Homeowners Association, Inc. (Association), an Arizona non-profit corporation, and the Declarant. As long as the Declarant owns one or more Lots, the Declarant shall have the sole right to determine the number of members on the DRC and to appoint and remove members of the DRC. As such time the Declarant no longer owns any lots, the members of the DRC shall be appointed as outlined in section 3.11 of the CCR's.

**A. Appointment of Members**

Members of the Committee will be appointed as provided in the Declaration, which in substance provides for the Declarant to appoint the Committee, as defined in the Declaration. Any member or the Committee may at any time resign from the Committee upon written notice delivered to Declarant or to the Association, whichever then had the right to appoint and remove members.

**B. Functions of the Committee**

The Committee shall have the duty to consider and to act upon such proposals of matters as from time to time are submitted to the Committee, to perform such other duties as from time to time are delegated to it by the Declarant or the Association, and to amend the Design Guidelines when, and in the manner, deemed appropriate or necessary by the Declarant or the Association.

**C. Meetings**

The Committee shall meet from time to time as necessary to properly perform its duties. The vote or written consent of a majority of the members shall constitute an act by the Committee unless the unanimous decision of its members is otherwise required or unless the committee had previously acted to delegate certain powers to one or more of the committee members. The Committee shall keep and maintain a record of all actions taken by it at such meetings.

**D. Compensation**

Unless authorized by the Declarant or the Association, no member of the Committee shall receive any compensation for services rendered. All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance on any Committee function or duty. Professional consultants retained by the Committee shall be paid such compensation as the Committee determines.

### **E. Amendment to Design Guidelines**

These Design Guidelines are subject to revision by amendment as follows:

- At such time as the Committee determines that any portion of these Design Guidelines should be revised, the Committee shall send to the Declarant in written form a proposed amendment outlining the changes and the reason therefore.
- The Declarant shall either approve or disapprove the proposed amendment in writing. Failure of the Declarant to disapprove the proposed amendment shall in no way be deemed to be approval of same.
- The Declarant may also amend the Design Guidelines independently.

## **V. RESIDENTIAL EXTERIORS**

### **A. Building Sizes/Set Backs**

The minimum square footage of interior living area is Toscana- 2,000 for Single Story/2,200 2 story and in Monacello it is 3000 for Single Story and 3,500 for 2 story unless a variance is approved by the Design Review Committee with a maximum height of 30'. The DRC has the right to impose less than what is stated herein if it believes it is necessary for specific site restrictions or view protection. The side setbacks are 5' and one side and 5' on the other side. All lots have a front setback of 25' and a rear setback of 20'.

### **B. Colors**

The color palette is muted and recessive colors that will allow the natural colors of the desert to predominate and to complement rather than contrast with the setting. This is based on the colors and hues of the surrounding desert geology and landscape. In general, this will require adhering to the following basic color concepts:

- Earth tones: Earth tone colors should be used for the primary color composition.
- Recessive colors: Colors that recede, rather than advance, should be used. Generally, these are darker colors. A wide variety of colors may be used, but all must have a Light Reflective Value (LRV) of 50 or lower. All paint manufacturers

categorize their products by LRV, and this information is readily available. Light or bright colors generally have a LRV greater than 50.

In dealing with color, the Committee will consider the entire community as well as the individual Residence or submission.

The palette and following Design Guidelines apply to all exterior surfaces of the house, including wall, parapets, roofs and all related fences and walls:

- No exterior materials used shall have a high gloss, glare, or reflective “mirror type” finish.
- Colors application should be used consistently throughout each Homesite for all the building(s) and related outdoor areas and/or structures.
- Colors for roofing shall be darker in color or hue than the building’s exterior walls.
- Accent colors should be carefully considered for front doors, window sashes, and other architectural elements so that they do not dominate or overwhelm the overall color composition.
- Exterior house colors should be complementary to exterior hardscape colors.
- Any change of exterior colors requires approval of the Committee.

### **C. Retaining Wall, Fence Walls, and Fences**

Portions of the Homesite may require the need for retaining walls and fence walls. All retaining walls and fence walls should be of natural desert hues and must blend in with the surrounding landscape and Improvements. It is the preference of the DRC that owners construct walls in the same split face block used by the Developer for the perimeter walls.

Retaining walls may never exceed six (6’) feet in height from the lowest elevation on either side of the wall. In areas where additional retaining walls in excess of six (6’) feet are required, a terraced effect must be implemented. These terraces must have a minimum of three (3’) feet of separation between walls and must be landscaped to help minimize the effects of the walls.

All walls must be reinforced with iron, and comply with the set-back requirements of the Plat and the Declaration.

Prior to construction or alteration of any retaining walls, fence walls, or fencing, detailed plans indicating materials, colors, heights, elevation changes and locations on the Homesite must be submitted to the Committee for approval.

The DRC encourages neighbor cooperation with respect to shared walls and prefers to have walls centered on the property lines and the cost of the wall shared by the two lot owners.

The existing perimeter walls are the property of Shoreline HOA, and cannot be altered, modified or removed without the written approval of the HOA and the Committee. Any damage to these walls will be the responsibility of the party causing the damage.

#### **D. Driveways**

Driveways shall be carefully designed, landscaped and sited to blend with the terrain and to minimize visibility from adjacent Homesites and the street.

- Exposed aggregate, stone, concrete pavers, colored concrete either stamped, salt finish or punctuated by the masonry used on the building are all acceptable driveway materials. Materials for driveways shall be chosen to be sympathetic to those of the residence and abutting street pavement material. Asphalt driveways will not be approved.

Concrete colors should reflect the warm, rich desert hues of the surrounding site. Uncolored concrete may not be used.

#### **E. Parking and Garages**

Parking and garage layouts shall be carefully designed and landscaped so that their visibility is minimized from adjacent Homesites and the street.

- Each Homesite shall contain an enclosed garage, either attached or detached from the residence, with parking for at least two automobiles. A minimum of two additional parking areas must be provided on the site to accommodate guest parking.
- Garages must be fully enclosed. All walls and ceilings are to have a finished surface. Carports are not permitted as primary parking

for the residence. However, breezeways are permitted subject to Committee approval.

- No exterior storage of recreational vehicles, boats, or trailers will be permitted on the residential lots. The CCR's state specific regulations regarding the parking of all vehicles.

Violations of the parking regulations by owners or guests of owners will be subject to the following fines. Unpaid fines will be considered an Assessment in Section 7.7 of the Covenants, Conditions and Restrictions for Sienna Villas.

- First Violation: Verbal or Written Warning Notice
- Second Violation: \$50.00 fine
- Third Violation: \$100.00 fine
- Fourth Violation: \$250.00 fine

#### **F. Roofs**

From many viewpoints in and around the community, roofs will become the dominant element of the landscape and must create a harmonious relationship to the street, site and adjacent structures. All roofs shall be carefully designed in terms of color, material and shape so that they help to integrate the structure with its site and neighboring buildings.

- Generally, acceptable roof pitches may be flat or up to a pitch of 5:12.
- Roof designs shall incorporate both flat and pitched roof elements to avoid the appearance of wide, unbroken roof planes as viewed from above or off site. A minimum of 60% of the total square footage of the residence (including garage area) must utilize a pitched roof.
- Roof overhangs, if present, shall be a maximum of three (3') feet at the rakes and eaves no more than 12 inches.(12")
- Flat roofs are to be painted or sanded to match the exterior color of the house.
- Asphalt shingles are prohibited.
- Fireplaces and chimneys are very dominant in an architectural design, and therefore, they need to be proportionate to and consistently detailed with the overall architectural design. Fire places must be equipped with an approved spark arrester. Flue pipes are required to be encased with a chimney enclosure of masonry or stucco, and supported by a foundation at grade when located on an exterior wall. Exposed metal flutes are not acceptable.
- Roof top decks or Sun Decks are not allowed unless approved by the DRC or Declarant.

#### **G. Mechanical Equipment, Sheet Metal and Vents**

- Roof mounted mechanical equipment is not permitted, excluding equipment installed as part of the initial construction of a Residence by a Builder.
- All sheet metal should be minimally exposed and must be coated to match adjacent materials.
- Plumbing vents, pipes, and similar elements, shall be limited in number and should be ganged or clustered resulting in a minimum number of vents exposed to view from the street and adjacent property. These elements should be located on the interior side of roof elements (away from the street), and when requested by the Committee, screened from view from other Homesites. Galvanized sheet metal enclosures of these elements are encouraged when integrated architecturally into the roof, and coated to match adjacent materials.

#### **H. Service Areas and Utility Entrance Locations**

Service areas are intended primarily for the pickup of trash and for the storage of firewood, maintenance tools and similar items. Pool, air conditioning, irrigation, and other mechanical equipment also must be located in these areas or underground. Walls are required around service areas and must be of an adequate height and length to conceal all equipment from view. The interior of enclosed service areas must not be visible from the street or adjacent properties.

#### **F. Solar Equipment**

Solar equipment is encouraged but should integrate with the architectural design of the structure. No Solar panels may be placed or installed unless drawings and specifications have been submitted to and approved by the Design Review Committee. The DRC may adopt Guidelines governing the installation of solar panels or devices as long as the Guidelines do not prevent the installation of a solar device, impair the functioning of a solar energy device, restrict the use of a solar energy device or adversely affects the cost or efficiency of a solar energy device. The Committee shall have the right to amend this section in the event that A.R.S. 33-1816 or any successor thereto is amended, repealed or replaced in the future.

## **VI. LANDSCAPING**

The intent of the Landscape Design Guidelines is to promote the establishment of a continuous desert landscape that compliments the existing Mohave Desert environment.

All landscape designs need to be approved. Landscaping is the most visible tool available to augment the natural setting and beauty of the Sienna Villas community.

All Groundcover/Rock/Mulch must be of desert hues that are reflected in the surrounding desert and mountains. Any rock that is obtrusive or contrasts with the natural desert will not be allowed. Construction grade gravel will not be allowed. The Homeowner, designer, or contractor must submit samples and/or specifications for rock mulch to the Committee prior to installation.

### **A. Irrigation**

To aid in water conservation, a careful planting design should reduce water consumption needs while using minimal and efficient irrigation systems:

- All landscaped areas shall be provided with an automatic irrigation system.
- All systems shall be below grades.

### **B. Paths, Outdoor Stairs, Terraces**

Paths, outdoor stairs and terraces are to be designed to blend with the natural desert environment.

- The use of natural materials, such as stone, chipped stone or gravel, is encouraged. Other paving materials such as concrete modular pavers, brick, block or similar materials may be approved, provided their colors, structure, and composition complement the residence and the surrounding landscape.
- Concrete shall be colored an appropriate color to avoid the starkness of "white" non-colored concrete.

### **C. Pools, Spas and Water features**

All pools, spas, and related elements shall be located within the rear yard area of the lot and screened from adjacent Homesites.

Above ground, pre-cast or molded pools and spas are not acceptable. Spas that are not visible from roadways or neighboring properties may be approved by the Committee. Custom designed in-ground spas are acceptable and encouraged. All plans for pools and spas must be approved by the Committee.

Any water feature visible to the public shall require approval by the Committee.

#### **D. Completion of Landscape**

Within thirty (30) days, after issuance of a Certificate of Occupancy, the Owner must install front and side yard on corner lots commencing at the back of the curb and continuing to the front of the nearest portion of the residence, wall or fence. The owner of a Lot shall install landscaping in the back yard of the Lot within sixty (60) days from completion of the residence. All landscaping must be approved by the Design Review Committee.

- Upon completion of landscape and all exterior improvements to the property, the Homeowner will be eligible for a final inspection and request for return of the compliance deposit. Contact the Association for final inspection and for further information.

#### **E. Maintenance**

The Homeowner shall maintain all plantings in a healthy growing condition. Fertilizer, cultivation, and pruning shall be carried out on a regular basis.

- Dead and dying plants shall be removed and replaced promptly.
- All weeds must be cleared that are visible from neighboring homesites or the public.
- Irrigation systems are to be kept in proper working condition to avoid unnecessary loss of water. Owners shall be responsible for adjusting, repairing, and cleaning such systems on a regular basis.
- The irrigation system shall be designed and checked regularly to ensure that water is not spraying onto walks or driveways or off the Owner's property causing excessive water loss, staining, or irrigating areas not designed to receive water.



## **F. Modifications to Landscape**

Any modifications to trees, palms, planted materials, hardscape elements, structural elements, and groundcover rock visible from the public view shall require approval by the Committee before the work begins.

# **VII. LIGHTING**

## **A. Exterior Lighting**

Exterior lighting shall be low level and directed downward, recessed, or shielded, so that the light source is not visible from residential development in the area, or from a public viewpoint. The lighting must have a natural effect and not detract from the views of the night sky and mountains.

- Any landscape lighting utilized shall be shielded to prevent nuisance glare onto All outdoor lighting fixtures shall be low voltage, (maximum 75 watts), and use incandescent lamps. No colored lamps shall be permitted (e.g. blue, green, red).
- Warm white and natural lamps are preferred to minimize glare and to be compatible with the warm desert hues.
- No exposed bulbs shall be permitted.
- Fixtures shall not exceed twenty-four (24") inches in height.
- Fixtures finishes shall be selected to blend with the area where they are placed.
- Building-mounted lighting must be directed downward away from adjacent dwellings and may not extend beyond your private property lines.

## **B. Holiday Lighting**

The intent of this section is not to discourage decorating for the Holidays, but to insure a tasteful and high standard of quality in keeping with the spirit of the community.

- Ornamental decorations are not allowed to be roof mounted if they will block the view of the neighboring properties, without approval from the DRC or Declarant.
- Lighting should be tasteful and not result in glare.
- Exterior decorations and lighting may be displayed from the day before Thanksgiving to January 15<sup>th</sup>.

## **VIII. ART OBJECTS**

Art and other freestanding objects are discouraged. If present, art and other freestanding objects must be located within the property set-back lines. If visible from streets and/or other public area, art objects must be approved by the Committee.

## **IX. ANTENNAS, TOWERS AND DISHES**

No television, radio, shortwave, microwave, satellite or any other antenna, pole, tower or dish shall be placed, constructed or maintained upon any Lot unless such antenna, pole, tower or dish is fully concealed from view and shall be subject to the rules and regulations established by the Design Review Committee which shall be consistent with the Telecommunications Act of 1996, subsequent legislation or applicable law.

## **X. FLAG POLES**

A flag pole for the display of the American flag, or other flag(s) permitted pursuant to ARS §33-1808.A. only shall be permitted subject to Committee approval of placement, design and height. The height shall not exceed fifteen feet (15'). If lighted, the light shall be from the ground up. Flag etiquette should be observed. No flagpole shall be used as an antenna. Nothing in this section shall be deemed to prohibit the Declarant from installing and maintaining flagpoles on, at or adjacent to model homes, sales offices, entrances or common areas.

## **XI. SIGNAGE**

Except for signs constructed or erected by the Declarant or by the Association, no signs whatsoever may be erected, posted or displayed on any lot in a location that is visible from neighboring Property without the prior written approval of the DRC except:

1. Construction identification signs, an approved address sign located on the plan box or site safety signs on a Homesite under construction which have been approved by the DRC as to the number, size, color, design, message content and location.
2. Signs required by legal proceedings.
3. Residence identification signs provided the size, color, content and location have been approved by the DRC.

4. Temporary "Open House" signs, subject to any limitations for such signs as adopted by the DRC. Signs must be commercially produced.
5. One temporary "For Sale" sign on each property which must be commercially produced and not exceed 18 x 24 in size in standard metal frame and may connect one sign rider not exceeding 6 x 24 inches in size.
6. Signs required for traffic control, directions and regulation of common areas.
7. A political sign, not exceeding 24 x 24 inches, displayed on a lot between 71 days before an election and 3 days after an election.

## **XII. PLANS/SPECIFICATION REQUIREMENTS**

Prior to commencing any improvements, the owner is responsible for submitting the details of the improvements in the following format:

1. The minimum size requirement for a plan submittal is 8 1/2" x 11" (2 copies).
2. The plan must be drawn to scale and scale indicated on plan.
3. Provide your name, address, tract and lot number on each plan.
4. Accurately show the footprint of the home, including lot lines, existing fences and/or walls, and existing utilities.
5. A dimensioned hardscape plan showing proposed new and existing: paving, walls, fences, pools, patio covers, drainage, and structures accurately described as to materials, length, height, and angles.
6. Indicate the nature, kind, shape, dimensions, materials, color, finish and location of proposed improvements.
7. A description of the materials to be used, including the proposed color scheme. Attach samples i.e. brochure for hardscape, light fixtures, gate design, awning style, etc.
8. Grading plans, (if applicable), which show where the established drainage pattern may be altered by the proposed Improvements. Indicate locations of drainage devices and curb cores.
9. Irrigation design/ plan or description with list of materials.
10. Location and name of all trees, shrubs, vines, ground cover and turf areas must be shown on plan.

This information must be submitted along with a completed Property Improvement Form (see Exhibit A) and Neighbor Notification Statement (Exhibit B). The appropriate fee, if any, must accompany the forms

## **XIII. OWNER/CONTRACTOR RESPONSIBILITIES AND REQUIREMENTS**

The Owner must use a Designated Builder that has been approved by the Declarant for any New Construction, remodel or addition to the existing property. Please ask for list of Designated Builder's prior to any plans being submitted to the City. The Owner and/or Owner's general contractor or superintendent is required to provide someone on-site with adequate authority to receive deliveries and direct suppliers and sub-contractors, whenever necessary.

The Owner is fully responsible for making certain that all construction personnel are familiar with and obey the rules governing their activities and ultimately responsible for all violations.

Each general contractor or superintendent is responsible for familiarizing their employees, sub-contractors and suppliers with all relevant construction requirements and provisions in these Design Guidelines, and enforcing them. Each general contractor or superintendent is responsible for controlling employee work hours, and controlling any activities of employees that may be considered as an annoyance or nuisance by other Homesite Owners.

The Owner and Owner's general contractor or superintendent are required to construct the Residence and surrounding Improvements according to the plans, specifications and revisions approved in writing by the Committee.

In the event that the Contractor, Subcontract, Owner or any of their representatives cause any damage, fail to construct the proposed improvement in accordance with the previously approved plans or fail to comply with the Design Guidelines or Declaration, the DRC may use the Compliance Deposit to take the necessary action to repair or correct the damage, enforce the Guidelines or cure any defect created by the non-compliance.

Following the use of any portion of the Compliance Deposit, the Owner shall immediately replace the amount of deposit used to the amount initially deposited. Failure to replenish the Deposit within seven calendar days following the DRC's delivery of written demand shall be deemed a material breach of the Guidelines. Additionally, the Association may take whatever legal action is necessary, including placing a lien on the property in an amount equal to the Compliance Deposit deficiency.

Upon final inspection and acceptance of all improvements by the Design Review Committee, the Association will return the Compliance Deposit.

#### **A. Construction Rules and Policies**

These Design Guidelines and the plans as approved by the Committee may be enforced by the Committee, the Association, or the Declarant as provided herein or in the Declaration.

The Owner and Owner's contractors shall be responsible for providing adequate sanitary and safety facilities for their construction personnel.

- The following temporary construction facilities are required to be placed on the Homesite. No other temporary construction facilities, including construction trailers, will be allowed without Committee approval. No shacks, trailer or temporary construction facilities may be used as living quarters.
- Temporary Toilet: A temporary portable toilet in good condition shall be provided with a chemical maintenance program. These units shall be maintained in a clean, sanitary and odorless condition. Temporary toilet facilities shall be located only on the building site itself, unless other areas are approved by the Committee.
- Water Flow: It is the responsibility of the contractor to insure continuation of water flow to adjacent Homesites so that damage is not done to other properties' landscaping, etc.
- Temporary Construction Fence: Owner or Owner's contractor must submit to the Committee, for the Committee's review and approval, plans for a construction fence or other screening material which shall be installed along all property frontages and along the side and back yard Homesite lines, as approved and/or directed by the Committee. Such fence or screening material shall be maintained in good condition during the course of construction of the residence and related improvements.
- Dumpster or Trash pickup service: A minimum three (3) yard steel roll-off dumpster shall be maintained in clean exterior condition, free of graffiti, on the Homesite during the duration of the construction phase for adequate containment of all construction waste. A regular dumping service shall be maintained so that overflow and unpleasant odors do not occur. All dumpsters are to be emptied on the last work day of the week to reduce debris over weekends.
- The use of Homesites adjacent to a Homesite under construction, for vehicular access purposes, parking, or equipment and material storage, will not be permitted without the written permission of the adjacent Homesite Owner or the Declarant. Written permission must be on file with the Committee prior to use of the adjacent property for any purpose. General contractors, employees, sub-contractors and suppliers shall not enter Common areas for any reason at

any time unless granted permission by the Committee. All adjacent property must be returned to its original condition at the end of construction.

- Driving on lots is prohibited without approval of the DRC or Declarant.
- The speed limit within the boundaries of Sienna Villas shall be twenty (20) miles per hour. The speed limit must be observed.
- Parking will be confined to the Homesite under construction and to the street frontage directly in front of it, or as approved in writing by the Committee. No parking is permitted in front of a finished residence or the Sales Offices unless permission is granted in writing from the Owner of said residence prior to parking.
- Construction access shall be limited by gate codes and access times limited to (times may change at discretion of the DRC):

October 1-April 30

Monday through Friday

7:00 a.m. - 5:00 p.m.

Saturday

8:00 a.m. - 4:00 p.m.

May 1-September 30

Monday through Friday

6:00 a.m. - 5:00 p.m.

Saturday

8:00 a.m. - 4:00 p.m.

No construction-related activities shall be permitted on Sundays or the following holidays:

*New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day*

## **B. Committee and Association Access to the Homesite**

right to deny site access to any general contractor, job superintendent, sub-contractor, supplier, or their employees, who are in violation of the construction regulations. The Committee and the Association also retain the right to have violations corrected in any such manner it deems generally acceptable, including the immediate repair or removal of the cause of the violation (repairing, cleaning, hauling, loading, towing, etc.) and such expenses will be passed on to the violating party in addition to the fines listed. Depending on the violation and if corrections were requested or warnings were issued, fines of \$250.00 to \$1,000 will be issued for each violation to the violating party. Generally, the fines are:

- First Violation: Verbal or Written Warning Notice
- Second Violation: \$250.00 fine
- Third Violation \$500.00 fine
- Fourth Violation \$1,000.00 fine
- Further violation will result in denial of access to the community.

The Committee inspector will inspect the Site periodically. An offense may result in a stop-work order and contractor entry restrictions. Any cost whatsoever incurred by the Association in enforcing these rules or remedying a violation will be billed to the Owner and/or Contractor. Exercise by the Committee or the Association of the rights delineated under this provision shall not be deemed a waiver by the Committee or the Association, and shall not preclude the Committee or Association from initiating any legal action against the violators (including Owner) of the Declaration, construction regulations, or Design Guidelines.

Any guidelines not in compliance with the recorded CC&R's shall be understood to be subject to whichever restriction is more restrictive as the prevailing guideline. Any disputes which require an administrative resolution will be heard by the Committee, with the Association and Declarant given equal voting rights to vote to resolve the dispute, or amend the guidelines as needed.

#### **XIV. SEVERABILITY**

If any provision of these Design Guidelines, or any section, clause, sentence, phrase, work or application in any circumstance, is held invalid, the validity of the remainder of these Design

Representatives of the Committee and the Association shall have full access to the Homesite and buildings while under construction to:

1. Inspect the Homesite or Improvements at any time.
2. Remove security, health or safety risks or hazards.
3. Clean or maintain the Homesite or Improvements.
4. Enforce any provision of the Declaration or these Design Guidelines.

### **C. Site Conduct and Safety Precautions**

The general contractor, job superintendent, and their employees, sub-contractors and suppliers shall:

1. Comply with all construction provisions established in these Design Guidelines and the Declaration.
2. Follow the directives of security staff, Declarant and the Committee.
3. Not consume alcoholic beverages or non-prescription drugs on site.
4. No smoking allowed on the job site once the drywall has been installed.
5. Take all necessary precautions for the safety of all persons, materials, and equipment on or adjacent to the site, including use of barriers and red caution tape.
6. Furnish, erect and maintain approved barriers, lights, sign and other safeguards to give adequate warning to everyone on or near the site of dangerous conditions during construction.
7. Not disturb residents or guests.
8. All equipment operators must possess an appropriate driver's license.
9. Pets, including dogs may not be brought to the job site.

### **D. Site Maintenance**

The general contractor, job superintendent, and their employees, sub-contractors, and suppliers shall comply with the following rules established for the maintenance and cleanliness of the site. The general contractor or job superintendents shall:



1. Maintain the site in a safe, neat and clean condition, neatly stockpiling all materials delivered for or generated by the work, and immediately remove any waste material or debris generated by the work.
2. Contain all blowable trash and bottles, cans and lunch debris.
3. Remove all equipment, materials, supplies and temporary structure when any phase of the work is complete, leaving the area neat and clean. Equipment not in daily use must be removed from the job site.
4. Keep the streets, gutters and adjacent property clean and free of dirt, trash, debris or other material related to or caused by the work, and clean up all street spills. Damage to street pavers or asphalt may require replacement of pavers or asphalt, at the Owner or contractor's expense.
5. Maintain dust control on the Homesite.
6. Not dump, bury, or burn trash anywhere
7. Materials delivered to the site should be placed where they will be used upon delivery. Refrain from having machinery or materials delivered on Fridays, unless they will be used or moved indoors that day.
8. Clean the entire job site at the end of the last work day of the week, making sure all areas are safe for viewings and inspections, all excess materials are stored properly and out of sight from the street, and removing all machinery, trailers and vehicles from the job site.

#### **E. Disposal of Site Spoils**

Any spoils generated from the site grading must be placed on the Homesite. No material may be placed on the street or common areas. Storage of spoils on adjacent property will not be permitted without the written permission of the adjacent Homesite Owner. Written permission must be on file with the Committee prior to placement.

#### **F. Compliance, Contractor Deposits and Fines**

All Contractors prior to commencement of work are required to submit a \$1,000.00 refundable deposit made payable to the HOA. Upon completion of work, the deposit will be refunded within 5 business days less any fine amounts. The Committee and the Association reserve the

Guidelines shall not be affected and the remainder of the Guidelines shall be construed as if such invalid part were never included therein.

**RECEIPT OF DESIGN GUIDELINES**

The following acknowledge receipt of the Design Guidelines and agree to comply with the rules and regulation set forth herein:

_____	Date: _____
Buyer	
_____	Date: _____
Buyer	
_____	Date: _____
Contractor	
_____	Date: _____
Subcontractor	
_____	Date: _____
Grand Island Real Estate Agent	
_____	Date: _____
Declarant	

SANDCASTLE HOA - DESIGN REVIEW COMMITTEE  
C/O Management Services, LLC - ATTN Amy Telnes  
2563 Kiowa Blvd, North  
Lake Havasu City AZ 86403  
928-505-1120

LOT \_\_\_\_\_ TRACT NAME \_\_\_\_\_  
CLOSE OF ESCROW \_\_\_\_\_

**NEW CONSTRUCTION - PROPERTY MODIFICATION APPLICATION**

Owner Name(s) \_\_\_\_\_ Phone \_\_\_\_\_  
Property Address \_\_\_\_\_  
Current/Other Home Address \_\_\_\_\_

**SUBMITTAL REQUIREMENT CHECK LIST**

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | New Construction/Property Application Completed                                   |
| <input type="checkbox"/> | Neighbor Notification Statement   |
| <input type="checkbox"/> | Two (2) full copies of Plans (One to Return with Approval)                        |
| <input type="checkbox"/> | Applicable Application Fee and Deposit as noted below - Payable to Sandcastle HOA |

Contractor's Name \_\_\_\_\_ Phone \_\_\_\_\_

**Please check proposed modification to an existing home:**

Level I \$50.00 Fee	Level II \$100.00 Fee**	Level II \$200.00 Fee**
<input type="checkbox"/> Garage Door or Add Glass Top	<input type="checkbox"/> Gutters/Diverter/Down Sprouts	<input type="checkbox"/> Enclosed Patio
<input type="checkbox"/> Garden Art (provide photo/drawing)	<input type="checkbox"/> Original Fencing/Wall/Gate	<input type="checkbox"/> Exterior Stairs
<input type="checkbox"/> Window Change	<input type="checkbox"/> Modifications (provide detail/drawing)	<input type="checkbox"/> Free Standing Structure (gazebo)
<input type="checkbox"/> Lamp Post/Flag Poles (provide drawing of pilasters/light posts)	<input type="checkbox"/> Original Hardscape Modification (provide sample of slate/stone/brick tile/colored concrete)	<input type="checkbox"/> Swimming Pool or Spa
<input type="checkbox"/> Landscape (provide plant list & locations on plan)	<input type="checkbox"/> Original Landscape Modifications (provide plan list & locations on plan)	<b>Level IV \$250.00 Fee**</b>
<input type="checkbox"/> Irrigation(drains/automatic system must be indicated on plan)	<input type="checkbox"/> Open Patio Cover(s) (provide sketch with top and side view, dimensions,	<input type="checkbox"/> Room Addition
<input type="checkbox"/> Lighting (provide photo/drawing)	<input type="checkbox"/> Paint Modifications (provide paint samples)	<input type="checkbox"/> Solid Roof Patio Cover(s)
<input type="checkbox"/> Door(s) or Screen(s)	<input type="checkbox"/> Water Feature (fountain/pond) (provide photo/construction detail)	**Compliance Deposit of \$1,000
IF NOT LISTED ABOVE, PLEASE DESCRIBE: _____		***Compliance Deposit of \$5,000
<input type="checkbox"/> NEW CONSTRUCTION \$1,000 FEE***	<input type="checkbox"/> COMPLIANCE DEPOSIT REQUIRED	\$ _____

Homeowner's Signature \_\_\_\_\_

Date Submitted \_\_\_\_\_

**This Section for Design Review Committee Use ONLY**

**THE DESIGN REVIEW COMMITTEE HAS DETERMINED THAT THE ABOVE SUBMITTED IS:**

☐ APPROVED AS IS      ☐ APPROVED WITH CONDITIONS      ☐ NOT APPROVED AS SUBMITTED

Comments or Conditions: \_\_\_\_\_

Signed: _____	Date: _____	Signed: _____	Date: _____
Name: _____		Name: _____	

## NEIGHBORHOOD NOTIFICATION STATEMENT

The attached plans were made available to the following neighbors for review:

Impacted Neighbor	
Name _____	
Address _____	
Signature _____	Date _____

Impacted Neighbor	
Name _____	
Address _____	
Signature _____	Date _____

### Common Area or Back Yard—Rear of Home

Adjacent Neighbor	
Name _____	
Address _____	
Signature _____	Date _____



Adjacent Neighbor	
Name _____	
Address _____	
Signature _____	Date _____

### Your Street—Front of Home

Impacted Neighbor	
Name _____	
Address _____	
Signature _____	Date _____

Impacted Neighbor	
Name _____	
Address _____	
Signature _____	Date _____

Impacted Neighbor	
Name _____	
Address _____	
Signature _____	Date _____

My neighbors have seen the plans I am submitting for the Design Review Committee review (see above verification). I, as the applicant certify that I have requested that my neighbors sign this Statement confirming notification. I understand neighbor objections do not cause denial of the plans.  
**SUBMITTED BY:**

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_