

COYOTE CREEK HOMEOWNERS' ASSOCIATION CONSTRUCTION AGREEMENT

Dear Coyote Creek Homeowners' Association:

I have received and read the current Covenants, Conditions and Restrictions for Coyote Creek as Amended and Restated, dated and recorded January 23, 2020, and the Design Guidelines of Coyote Creek dated April 21, 2021. I understand that the most current versions of both of these documents are available to me at the website <http://www.coyotecreekhomeowners.org> in the section titled "HOA Documents". I have also received and read the letter from Cadden Community Management on behalf of the Design Review Committee approving, with conditions, the plans for construction on Lot #_____ in Coyote Creek. I fully understand and I will comply with these conditions.

In addition, *prior* to any work or construction on this property of a new residence or a major modification or improvement of an existing residence, I will deliver to Cadden Community Management the following fees and deposits:

1. A **non-refundable** Association Fee in the amount of \$3,200.00. This fee is to cover the cost of a consulting architect to review the construction plans as well as additional administrative costs incurred to monitor construction. The amount of the Association Fee may be reduced for a major modification or improvement of an existing residence in accordance with Section 4.2.2 of the Design Guidelines of Coyote Creek. I understand I will also be responsible for the cost of any required visits to the site by the architect at a cost of \$125.00 per hour. Site visits by the architect may be needed if actual construction deviates from the approved plans. Any and all changes to the approved plans arising during construction must be approved by the Design Review Committee prior to the commencement of the changes.
2. A **refundable** Construction Deposit in the amount of \$10,000.00 for a new residence or \$5,000.00 for a major modification or improvement of an existing residence. This deposit is to ensure that all construction complies with the approved plans, the Covenants, Conditions and Restrictions for Coyote Creek, and the Design Guidelines of Coyote Creek. Failure to comply with these standards could result in the forfeiture of the Construction Deposit.
3. A **non-refundable** HOA Infrastructure Fee of \$1,500.00 for a new residence or \$1,000.00 for a major modification or improvement of an existing residence. This fee is to cover the cost of excessive wear and tear caused by construction vehicles on the Association's privately-owned and maintained streets and damage to other HOA infrastructure caused by my construction activities.

For the purposes of this Construction Agreement, the words "major modification or improvement of an existing residence" shall include, but not be limited to, building additions, remodels, pool installations, and perimeter or retaining wall installations. The fees and deposit described above which are applicable to a major modification or improvement of an existing residence may be applied on a case-by-case basis at the sole discretion of the Design Review Committee.

I understand the refund of my Construction Deposit will not occur until *after* the final inspection of the work by the Design Review Committee and will be subject to the procedures described below. Before I schedule the final inspection by the Design Review Committee, I further understand the following conditions must be fully satisfied:

- All construction materials, debris, equipment, dumpsters and porta-potty (temporary toilet) have been removed from the property.
- Construction of the new residence or completion of the major modification or improvement have been fully completed, including, but not limited to, painting, installation of exterior light fixtures, garage doors, and any planned hardscape elements.
- The driveway, as approved by the Design Review Committee, has been installed.
- All disturbed areas as defined in Section 2.1 of the Design Guidelines of Coyote Creek have been returned to their natural state with approved re-vegetation, hydro-seeding, and/or landscaping.
- All mechanical units are properly installed and shielded from view, as required by the Design Guidelines of Coyote Creek.

As determined by the Design Review committee, all of the foregoing conditions may not apply to a project involving a major modification or improvement of an existing residence.

Once the conditions listed above have been fully satisfied, I understand that I may request a final site inspection of the work by the Design Review Committee. Within thirty (30) days after completing the inspection, the Design Review Committee will deliver to me a letter explaining whether the condition of my property satisfies all applicable standards and whether all or none of the Construction Deposit will be returned to me.

Should the Design Review Committee identify any deficiencies during the final inspection, these deficiencies will be explained within the letter I will receive within thirty (30) days following the inspection. I understand I must correct these deficiencies and submit a Report of Construction Compliance to the Design Review Committee within one hundred eighty (180) days following the date of the final inspection. If a Report of Construction Compliance is received within one hundred eighty (180) days following the date of the final inspection, I understand the Design Review Committee will promptly release the Construction Deposit to me. If a Construction Compliance Report is not received by the Design Review Committee within one hundred eighty (180) days following the date of the final inspection, I further understand I will forfeit all of the Construction Deposit and the money will be retained by the Coyote Creek Homeowners' Association. Deposits will only be refunded to the legal owner of the property upon which the construction has occurred.

Prior to and during the period of construction, I agree that I must comply with the following rules and requirements and that I am responsible for such compliance on behalf of my contractor. I evidence my acknowledgement of each of these rules and requirements by my initials below:

_____ All exterior elements, including, but not limited to, exterior paint, roof material, windows, lighting, courtyards, perimeter walls, gates, retaining walls, rip-rap usage, driveway, garage doors, landscape, pool, spa, outdoor fireplace, other hardscape, and accessory features must

be submitted for approval by the Design Review Committee together as one package. Any samples of building materials or paint dropped off for review will be discarded after thirty (30) days of the decision by the Design Review Committee.

_____ The construction area, defined as the building envelope plus the driveway, and the disturbed areas and septic/leach field, must be staked and roped or fenced. This area must remain roped or fenced throughout the entire period of construction to prevent disturbance of the natural set-aside areas of the property.

_____ All construction area fencing must be standard orange vinyl construction fencing, chain link fencing, or stakes and ropes in accordance with applicable laws and regulations.

_____ No construction work is permitted before 6:00 AM or after 6:00 PM, Monday through Saturday, or during any time on Sunday, subject to conditions. While work on Sunday is not encouraged, it is permissible if it is performed with no noise. Examples of permissible work on Sunday are indoor work without loud music and outdoor work without power tools, generators, machinery, or loud music.

_____ All construction parking must be on adjacent roadways or within the fenced or roped construction area.

_____ A porta-potty (temporary toilet) must be provided on site throughout the entire period of construction and must be located a minimum of ten (10) feet from the nearest street.

_____ A dumpster must be installed after grading and foundation are completed, emptied as needed, and must be located within the roped or fenced construction area as identified on the approved site plan.

_____ Construction materials must be delivered to and stored inside the roped or fenced construction area.

_____ A sign must be obtained from PB Trading Company and installed at the work site in an open area near the driveway to display permitted working hours and working days within Coyote Creek, and shall be returned upon completion of construction in good condition or the property owner will be required to pay \$100.00 to replace the sign. This fee will not be deducted from the Construction Deposit and I agree to pay this fee separately to PB Trading Company.

_____ The construction area must be kept clean. If the construction area is not kept clean, and within fifteen (15) days' following written notice by the Design Review Committee, the property owner has not adequately cleaned the site, the Design Review Committee may contract an independent clean-up crew to clean the site and the property owner will be responsible for the actual costs incurred. The clean-up costs incurred will not be deducted from the Construction Deposit and I agree to fully reimburse the Coyote Creek Homeowners' Association for these costs.

_____ The general contractor must comply with Section 2.11.2 of the Design Guidelines of Coyote Creek and provide one and one-half (1-1/2) rock a minimum of thirty (30) feet into the

driveway to keep dirt and mud off the streets. No construction materials are to be placed on the paved surface of the roadways within Coyote Creek. This includes, but is not limited to, dirt, sand, gravel, landscape materials, and boulders.

I agree to fully comply with all of the rules and regulations of the new home construction process or the major modification or improvement process as set forth within the Design Guidelines of Coyote Creek and the applicable provisions of this Construction Agreement. I further agree to coordinate all construction activities on my property with Cadden Community Management and the Design Review Committee as set forth within the documentation received in my construction approval package. Should I have any questions regarding the new home construction process or the major modification or improvement process or any of the documents I received in connection therewith, I will contact Ms. Alexandra Jaeger at Cadden Community Management, 5225 W. Massingale Road, Tucson, AZ 85843, telephone (520) 297-0797, or email ajaeger@cadden.com.

ACCEPTED AND AGREED TO:

PROPERTY OWNER

Printed Name: _____

Date: _____

I have provided a copy of this Construction Agreement to my general contractor for review and by its signature below, my general contractor evidences that it has read and fully understands the content of this Agreement.

GENERAL CONTRACTOR

Printed Company Name: _____

By: _____

Title: _____

Date: _____