

**DAVE'S VIEW at Martins Bluff Phase Two DESIGN GUIDELINES
(Cowlitz County Auditor File 3283826 January 3, 2006)**

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SECTION 1. PURPOSE AND INTRODUCTION.

The design guidelines have been prepared to ensure that the overall planning philosophy of DAVE'S VIEW at Martins Bluff is carried out. Hence, the guidelines are intended first as an information source to builders, developers, architects or Owners, and second as a regulatory mechanism to ensure that all improvements in the community are completed in an aesthetic and environmentally sensitive manner. These guidelines will thus ensure a high standard of project-wide design consistency throughout the life of the community. As a part of the design guidelines, a mandatory program of architectural review has been established to evaluate every proposal for development in the community. The purpose of the review program is to ensure that the high standards of the community set forth in this document are upheld in each phase of the development. The DAVE'S VIEW at Martins Bluff Design Guidelines are intended to be a conceptual, dynamic guide to development and as such are subject to change where the Architectural Review Committee ("ARC") determines such change is in the best interests of the community. These design standards are binding on any persons, company or firm which intends to construct, reconstruct or modify any permanent or temporary improvement in the DAVE'S VIEW at Martins Bluff community or in any way alter the natural setting of the environment. Accompanying the design guidelines are the Covenants, Conditions and Restrictions (the "Covenants" and/or "CC&Rs"), which have been adopted formally and recorded to establish the homeowner's association and to guarantee long-term maintenance of all common facilities within the community. All construction and improvements on all Lots must be pre-approved by the ARC (no exceptions); must commence within two (2) years of purchase of the Lot; and must be complete within one (1) year, unless extended by the ARC in writing. All construction and improvements on all Lots shall be completed by a Washington licensed and bonded contractor.

All improvements to any Lot must be submitted for approval prior to application for any permit or commencement of construction. Additionally, all Lot Owners are responsible for obtaining the most recent Design Guidelines from the Association prior to submittal of plans to ARC.

SECTION 2. DESIGN STANDARDS.

2.1 GENERAL THEME

2.1.1 ARCHTECTURAL DESIGN THEME.

The architectural theme for the DAVE'S VIEW at Martins Bluff community reflects the thoughtful integration of structures with the rural and wooded mountain environment. Themes of the Northwest, as well as other building types that respond appropriately to the natural surroundings, are encouraged. Generally, muted colors that do not predominate are acceptable for use on building exteriors. Highly reflective colors or materials are prohibited on all wall and roof surfaces. All architectural elements, including color, are subject to approval of the ARC.

2.1.2 LANDSCAPE THEME.

Consistent with the overall design philosophy a landscape theme has been established emphasizing the preservation and enhancement of native plant life. A complete landscape design and implementation schedule will be required for ARC approval within six (6) months of the date of occupancy. Where removal of plant life occurs, outside design perimeters reasonable efforts shall be made to replant and re-establish the natural wooded environment using native plant species. The only exception to this policy is that non-native material may be used in private areas (atriums, behind walls etc.) and in yards directly adjacent to the residence or special screening and accent situations as determined by the ARC to enhance the visual integrity of the community.

2.1.3 NO BUILDING ZONES/SPECIFIC LOT LIMITATIONS

Certain areas on lots have been designated as NO BUILDING ZONES to protect view corridors for adjacent lots. In these zones no buildings may be placed or constructed. On certain lots only one-story or daylight basement buildings with a maximum elevation of 20 feet above the currently existing grade are permitted.

2.2 SITE DEVELOPMENT STANDARDS

2.2.1 RESTRICTIONS ON PRE-EXISTING AND MANUFACTURED STRUCTURES AND CERTAIN BUILDING MATERIALS.

No pre-fabricated or existing structures, mobile homes, or manufactured housing is permitted, with the exception of small, manufactured items such as self-contained spas or hot tubs and their associated gazebos and children's playhouses or doghouses (and as pre-approved by the ARC). No T-111 grooved plywood siding or other plywood siding is permitted. Copper roofing is permitted if it is allowed to develop its natural untreated patina. Other metal roofing or siding will be considered if, at the sole discretion of the ARC, it is high quality material with a long lasting non-reflective baked on coating. No corrugated fiberglass material is permitted. Composition or asphalt roofing shingles are permitted only if they carry a manufacturer's guarantee for thirty years or more.

2.2.2 GRADING, DRAINAGE, EROSION CONTROL.

A grading plan that illustrates existing and proposed contours cut and fill areas and all existing significant trees within the subject area shall be presented with the preliminary submittal to the ARC for review. Site grading shall be done with a minimum of disturbance to

topographical features and environmental elements. Where topographic constraints exist, architectural design solutions shall be used rather than grading solutions. Mass grading in the form of large pads is prohibited. Stem wall, or other construction techniques shall be implemented. Graded areas shall be kept to an absolute minimum to reduce impacts on the surrounding environment. Grading, when necessary, shall result in curved, undulating, not sharp or squared contours, to create a rolling, natural appearance. Graded areas shall be re-vegetated as soon as possible and special care shall be given to the prevention of erosion and silt migration. Grading plans must indicate temporary erosion control placement and methods. Existing drainage patterns must not be altered in such a manner as to adversely affect adjacent property. Exposed, manufactured cut slopes shall have a maximum slope of 1:1 and manufactured filled slopes of 2:1. The height of retaining walls shall not exceed six (6) feet unless pre-approved by the ARC. Walls shall be constructed of materials that are harmonious with the adjacent structure(s) and the indigenous materials of the site. Exposed cut or fill slopes must be restored so that the finished product blends smoothly with the surrounding terrain and architecture. Native rock and/or native plant material shall be used to prevent erosion and create visually pleasing treatment. Existing mature trees shall be maintained wherever possible. However, upon pre-approval by the ARC existing trees may be pruned or removed to provide reasonable view corridors for the residence. Existing view corridors from adjacent lots shall not be obscured. Both planted and indigenous trees shall be pruned in such a manner as to preserve existing view corridors of adjacent lots.

Certain areas are identified on the plat, the geotechnical hazard map, as containing potential geotechnical constraints, concerns, or hazards. In areas labeled as such, no building of any kind is permitted, removal of native vegetation is prohibited, no wheeled or tracked equipment or machinery may be operated and no improvements of any kind are allowed except for the removal or trimming of vegetation by use of hand tools to create and maintain walking paths. Within these areas no activity or construction or vegetation removal that might, in the opinion of the ARC, lead to soil erosion or degradation of the watershed is permitted. All recommendations contained in the geologic evaluation supplied by the ARC must be followed. Lots identified on that report that may have setback, slope or stability concerns must have additional professional Geotechnical analysis prior to any construction or grading. Prior to any foundation construction a geo-tech inspection of said foundation sub-grade will be required by the ARC and the Cowlitz County Building & Planning Department.

2.2.3 UTILITIES.

All utility lines shall be placed underground. All utilities within Dave's View (all phases) will be installed at Lot Owners expense, by Dave's View, LLC or by a qualified sub-contractor approved by Dave's View, LLC. In the event Dave's View, LLC cannot perform contracting services or no longer controls any phase within Dave's View, all Lot owners at their discretion may select a licensed and bonded contractor of their choice.

2.2.4 PARKING/RECREATIONAL VEHICLES.

A minimum of two (2) enclosed off-street parking spaces shall be provided per residence. Three (3) additional guest-parking spaces shall also be provided on the Lot. No on-street parking shall be allowed except for emergencies or special occasions. Pursuant to the Covenants, no boats, trailers or other recreational vehicles shall be stored onsite unless they are parked inside an enclosed area or unless alternate storage plans are approved by the ARC. Alternate storage plans must provide for shielding the view of large vehicles from the common road easements and minimizing the view of such vehicles from adjacent Lots. Temporary placement of guest recreational vehicles for more than 24 hours may be allowed only with prior written approval by the ARC.

2.2.5 PAVING.

All private drives and individual driveways and parking areas shall be paved within one (1) year from the date of occupancy. All lots have designated driveway approach areas; under no circumstances are temporary or permanent driveways to be constructed outside of these approach areas without prior written approval from the ARC. All driveway contractors will be required to follow specific guidelines for the tie into the existing right-of-way. Said guidelines are made available by the ARC upon request. Acceptable paving shall be asphalt, concrete, brick or other hard surface material as approved by the ARC.

2.2.6 LIGHTING.

The use of exterior lighting shall be minimized and shall not be directed upon any adjacent Lot or Private Road. All exterior lighting mounted more than seven (7) feet above ground level will be shielded in such a manner that light is directed downward. No yard or utility light or any exterior lighting will be operated by a photo sensitive or light sensitive switch, but only by manual switching or a motion detector switch except that low intensity 12-volt lighting mounted less than two feet above ground level or low intensity lighting for an identifying address sign may be on a photo sensitive switch. After 10 p.m., the use of exterior lighting is not allowed unless actually in use for the safety, security, or convenience of persons outside the residence. Lighting shall be utilized only as necessary to provide the functional requirements of safety, security and identification. Unnecessary use of light is prohibited in the interest of energy efficiency and maintenance of the quiet nighttime environment.

2.2.7 SWIMMING POOLS AND TENNIS COURTS.

Swimming pools or tennis courts, if any, should be designed as being visually connected to the residence through walls or courtyards. All designs and materials will require approval of the ARC.

2.2.8 SIGNS.

All signs, including real estate signs, shall be of design and materials approved by the ARC. Plans showing design and location must be submitted for review and approval prior to installment of any signs. One (1) lighted address identification monument sign is permitted for each dwelling. Monument signs may only include the resident's name and/or address and in design should be of permanent materials that complement the design and materials of the residence. No additional signs shall be allowed except as approved by the ARC.

2.2.9 FENCING.

Perimeter fencing of individual Lots is discouraged to protect the natural character of DAVE'S VIEW at Martins Bluff. However, where approved by the ARC fencing may be installed. Fencing design and materials shall be open wood rail or non-reflective plastic composite with wood, matching plastic, or masonry posts. No wire fencing or metal "T" posts shall be allowed except for wire fencing around a garden or crops for protection from animals if approved by the ARC. All fencing materials, design and color shall be approved by the ARC prior to construction.

2.2.10 SETBACKS.

No building or structure shall be placed within 25 feet of a property line unless approved by the ARC.

2.2.11 VIEW PROTECTION/VIEW EASEMENT.

For the purposes of this provision, view is defined as the view of the horizon in a 180-degree arc centered on due South that is visible from the largest measured room with a view that is used as living space (exclusive of bedrooms, bathrooms, or separate dining rooms) on the main floor (the floor on which the kitchen is located) of a residence. Each Lot within DAVE'S VIEW at Martins Bluff shall have a View Easement. Furthermore, Lot WC2713003 which is not defined as Association Land in this Declaration is hereby granted a perpetual View Easement under this Declaration. Trees that block or obscure the view as of the date of recording of this Declaration will be allowed to remain. The ARC reserves the right to remove/trim any tree(s) that in its sole discretion creates a danger, or the ARC concludes that said tree(s) negatively affect future view sites within Dave's View. The ARC cannot remove trees from occupied Lots without the Owner's consent. Other trees, whether planted by an owner or occurring naturally, will not be allowed to block the view of any other Owner. If a view is blocked by another Owner's tree, the Owner of the offending tree will be responsible for having the tree topped or removed so that it no longer blocks the view. If the Owner of an offending tree fails to top or eliminate the offending tree within thirty (30) days of a determination by the Association of a violation of this provision the Association may hire a contractor to top or eliminate the offending tree at the expense of the owner of said tree, and any such expense not repaid to the Association within thirty (30) days of billing shall be subject to collection in accord with other provisions of this Declaration.

2.3 ARCHITECTURAL STANDARDS

2.3.1 BUILDING SIZE

One-story single-family detached residences shall have a minimum size of (~~3,400~~ amended in 2009) 2600 square feet. Two story homes shall have a minimum size of (~~5,000~~ amended in 2009) 3600 square feet. This square footage measurement includes only finished living space and is exclusive of garages and porches. These size restrictions may be reduced if, in the sole discretion of the ARC, the proposed residence has exceptional architectural merit. Three-story homes will be allowed at the sole discretion of the ARC. Proposed three level homes will be required to have unique, architectural merit. Square symmetric three level designs will not generally be allowed. Accessory structures Shall be limited to one structure per Lot with a maximum size of 1,000 square feet and shall be constructed of the same materials as the main residence. The size restrictions may be increased if, in the sole discretion of the ARC, the structure has exceptional architectural merit. The principal garage of a residence will not be considered an accessory structure if it is capable of storing not more than three vehicles.

2.3.2 BUILDING HEIGHT.

The height of single-family detached buildings shall not exceed thirty (30) feet from the existing grade. The height of accessory structures is limited to one story or twenty (20) feet from the existing grade. Height restrictions may be increased if, at the sole discretion of the ARC.

2.3.3 SOLAR APPLICATIONS.

The use of passive and active solar designs is encouraged. Components of these systems shall be designed and installed so as not to create any adverse visual impact upon any portion of the community. All designs are subject to review and approval by the ARC. It is

recommended that owners consider orienting the longest side of the residence on an East-West axis to maximize solar gain and views.

2.3.4 ROOFS.

Roof design and material are subject to prior review and approval by the ARC. Sloped rooflines shall have a minimum pitch of 5 in 12. Color of roofing shall be muted. All vents and other projections shall be colored to blend with the roof. The use of continuous ridge venting is encouraged. No mechanical equipment will be permitted on roofs.

2.3.5 EXTERIOR MATERIAL AND COLOR.

Exterior building materials shall be of materials that blend into and are compatible with the natural landscape. This includes wood, brick, masonry, stucco, stone, fiber cement lap siding or other suitable material as pre-approved by the ARC to promote and enhance the wooded mountain environment. Exterior treatments and colors will be of muted tones.

2.3.6 BUILDING PROJECTIONS.

All architectural building projections; including chimney flues, vents, gutters, downspouts, utility boxes, porches, railings, and stairways shall match the color of the main residence or shall be of a pre-approved color. No radio or television antenna or satellite dish are permitted to be located so as to be visible from any adjacent Lot or Private Road unless exceptional circumstances exist and only with pre-approval of the ARC. Furthermore, all such devices must be approved by the ARC prior to construction or installation.

2.3.7 WALLS.

Walls constructed of wood, stone or masonry may be used to delineate the private or door areas of the residence. They should be a visual extension of the architecture of the main residence. The texture and color of walls shall conform to the same color standards as the main residence and the indigenous materials of the surrounding natural slopes. Walls or fences shall not be used to define or delineate property lines unless pre-approved by the ARC. Walls or fences shall not exceed six (6) feet in height unless pre-approved by the ARC for protection of gardens or crops against animals.

2.3.8 SERVICE YARDS.

Walls are required as screening for a service yard, if any, to enclose all above-ground garbage and trash containers, clotheslines, mechanical equipment, heat pumps, propane or fuel tanks and other outdoor maintenance and service facilities.

2.3.9 MAILBOXES.

DAVE'S VIEW at Martins Bluff mailbox and newspaper delivery facilities will be provided at the community entrance gate area or other such areas determined by the ARC and or the United States Postal Service. No other roadside mail or newspaper boxes are permitted.

2.3.10 OUTBUILDINGS.

Outbuildings shall be in kind, style, material, and color the same as or complementing the residence. Designs and materials are subject to pre-approval by the ARC

2.3.11 GARAGE DOORS AND GARAGE PLACEMENT.

If practical, garage doors should not aesthetically dominate that elevation or face of a residence that is most visible from the Private Roads (herein defined, as the front of the

house.) Owners are encouraged to use detached or semi-detached garages or, if attached, to place garage doors on the side or rear of the residence. A detached garage which is the primary garage (the most often used storage for the most often used vehicles) will not be considered an accessory structure, and the owner of same may also build one (1) additional structure on the Lot, subject to the above restrictions and preapproval of the ARC. The ARC will give special consideration to Owners whose Lots have steeply sloped building sites and may not in any case require that the design guidelines in this Section be followed if the cost of a driveway would be more than twice as much than if these guidelines are not followed.

2.3.12 RENOVATIONS AND MODIFICATIONS.

Any changes to the approved plans before, during or after the construction of an improvement must first be submitted to the ARC for pre-approval. IT SHALL BE THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE LOT OWNER TO OBTAIN APPROVAL FROM THE ARC FOR ANY SUCH MODIFICATIONS.

SECTION 3 DESIGN REVIEW PROCESS

3.1 ARCHITECTURAL REVIEW COMMITTEE (ARC) MEMBERSHIP.

The ARC shall consist of any number of such members and alternates as the Declarant shall designate. Each member shall hold his or her office until such time as he or she shall resign or be removed. Except as provided for in the Declaration (Article X, sections 1 and 4), the right to appoint and remove members of the ARC shall be solely vested with the Declarant or its assignees. Members shall serve a maximum of 10 consecutive years and may resign from the ARC during the term of office upon. Written notice to the Association.

3.2 DUTIES OF THE ARC.

The ARC shall consider and act upon proposals for construction and improvements within the DAVE'S VIEW at Martins Bluff community to see that such proposals are in compliance with the standards, goals, and objectives of these Guidelines. The ARC shall perform other such duties as from time to time may be delegated to it by the Association. The ARC may also amend the guidelines. The ARC shall meet periodically as necessary to perform its duties pursuant to the Declaration. The vote or written consent of a majority of members shall constitute an act by the ARC unless the unanimous decision of its members is otherwise required by the Declaration or these Design Guidelines. The ARC shall keep and maintain a written record of all actions taken by the committee. Unless specifically authorized by the Association, members of the committee shall not receive any compensation for services rendered. All members shall be entitled to reimbursement for reasonable expenses incurred in the performance of their function or duty. Professional consultants retained by the committee shall be paid such compensation as determined by the committee.

3.3 AMENDMENTS TO DESIGN GUIDELINES.

The ARC may from time to time adopt, amend and repeal by unanimous vote these Design Guidelines that may serve to supplement, clarify, interpret or implement the Guidelines. All such rules and regulations shall be appended and made a part of the Architectural Rules and shall thereupon have the same force and effect as if they were a part of the original guidelines. Each property Owner is responsible for obtaining a copy of the most current standards prior to any construction or improvements on any Lot.

3.4 NON-LIABILITY.

Neither the ARC, nor any member thereof, shall be liable to the DAVE'S VIEW at Martin's Bluff Homeowner Association or to any other Owner or person for any damage, loss or prejudice suffered or claimed on account of

- a) the timing and/or the approval or disapproval of plans, drawings and specifications, whether or not defective,
- b) or the construction or performance of work, whether or not pursuant to approved plans, drawings and specifications.

Furthermore, the ARC reserves the right to amend its design criteria and/or its standards of review as it deems necessary in its sole discretion and shall not be responsible to any Lot Owner for such modifications or changes. It shall be the sole responsibility of any Lot Owner or their agent to ensure that the most current guidelines and design criteria are being adhered to on any Lot within DAVE'S VIEW at Martin's Bluff.

3.5 SUBMITTAL AND REVIEW OF PLANS.

Plans and specifications shall be submitted to the ARC in accordance with the following procedures:

All plans shall be submitted to the ARC prior to the application for any permit and prior to the commencement of any construction and shall be submitted by the Lot Owner with a list of recently completed construction projects (including address of project) by the Owner's proposed contractor, who shall also submit proof of current Washington licensing and bonding. The ARC shall conduct reviews of plans during regular meetings or at such times as deemed appropriate. Applicants, architects, engineers, builders or Owners may not attend any meeting of the ARC unless specifically requested by the committee. The ARC shall respond in writing within 10 working days after the review, provided the plans are in accordance with the requirements outlined in this Section. Any response by an Owner or applicant may wish to make in response to a decision made by the committee must be made to the committee in writing. Two submittals are required for each improvement:

1. a preliminary design submittal
2. and a final plan submittal.

In the event of any disapproval by the ARC of either a preliminary design or a final submittal, a resubmission of the plans shall follow the same procedure as an original submittal. An additional architectural review fee shall accompany each such resubmission as required by the ARC.

3.6 REVIEW FEES; ROAD DAMAGE BOND DURING CONSTRUCTION PERIOD.

Review fees will be established by the ARC on the basis of each proposal subject to the scale, scope and complexity of the associated review process. The standard fee amount for a complete design submittal is \$250.00 per review. Additional reviews will be charged by the ARC at \$75.00 per hour for review. Said fees will be applied to the homeowners association fund. At the time of plan submittal, the Owner will be required to place the sum of One Thousand Dollars (\$1,000.00) in escrow with the Association as a guarantee against roadway damage. This amount will be refunded upon issuance of an occupancy permit from Cowlitz County Building and Planning Department, if no road damage occurs. All right-of-way damage assessments are determined at the sole discretion of the ARC.

3.7 PRELIMINARY DESIGN SUBMITTAL.

Preliminary plans including all the exhibits described below are to be submitted to the ARC:

- a) Site plan at the appropriate scale showing the following; location of the buildings, building envelope, the residence and all buildings or other major structures and parking areas and a grading plan including existing and proposed topography.
- b) ALL SITE PLANS MUST INCLUDE A COMPLETE DESIGN LAYOUT FOR PRIMARY AND RESERVE SEPTIC AREAS. All septic drain field areas "DFA" are delineated approximately on the Dave's View, Phase-2 plat. A qualified licensed engineer will be required to design a septic system that will be unique to your homes physical requirements. All primary and reserve septic areas are required to be clearly marked by designer and left in a natural, undisturbed state. All engineered systems are to be installed by a licensed installer. Fill dirt placement and or excavation of any kind is explicitly prohibited in the "DFA " areas prior to system installation. The ARC reserves the right to levy penalties for contractors or Lot Owners that violate this mandatory provision.
- c) Survey prepared by a licensed surveyor or civil engineer showing lot boundaries and dimensions, topography on a scale standard in the industry for similar projects, major terrain features, significant trees which will be removed during construction or that are within 20 feet of the proposed improvements. Any applicant submitting plans for approval to the ARC shall be responsible for the verification and accuracy of all lot dimensions, grade elevations and the location of the key features of the natural terrain.
- d) Roof plan and floor plans (at no less than 1/8 inch = 1 foot).

- e) All exterior elevations with both existing and proposed grade lines at same scale as floor plans
- f) Indication of all exterior materials and colors.
- g) Design review fee in the amount specified by the ARC.
- h) Any accessory improvements contemplated on the lot must be shown on the preliminary submittal.
- i) Any other drawing materials or samples requested by the ARC.

The ARC will then review the preliminary plans and provide a written response to the applicant. At the ARC's sole discretion, the ARC may approve plans based on less complete information than that required in sections 3.7 and 3.8.

3.8 FINAL PLAN SUBMITTAL.

After preliminary approval is obtained from the ARC the following documents are to be submitted for final approval prior to any grading or construction:

- a) An approximate time schedule indicating starting and completion dates of construction, utility hook-up, completion of landscaping work and anticipated occupancy date.
- b) Site plan showing the location of the building, building envelope, the residence and all buildings or other major structures, driveway and parking areas, a grading plan including existing and proposed topography, utility connections and finished floor elevations including garage.
- c) ALL SITE PLANS MUST INCLUDE A COMPLETE DESIGN LAYOUT FOR PRIMARY AND RESERVE SEPTIC AREAS. All septic drain field areas "DFA" are delineated approximately on the Dave's View, Phase-2 plat. A qualified licensed engineer will be required to design a septic system that will be unique to your homes physical requirements. All primary and reserve septic areas are required to be clearly marked by designer and left in a natural, undisturbed state. All engineered systems are to be installed by a licensed installer. Fill dirt placement and or excavation of any kind is explicitly prohibited in the "DFA" areas prior to system installation. *The ARC reserves the right to levy penalties for contractors or Lot Owners that violate this mandatory provision.*
- d) Roof plan and floor plans (at no less than 1/8"= 1'0").
- e) Samples of all exterior materials and colors and window and glass specifications.
- f) All exterior elevations with both existing and proposed grades shown.
- g) Wall section and details of exterior decks or porches.
- h) The service area where storage of materials, mechanical devices, heat pumps, fuel tanks, and debris will be confined.
- i) Cross sections or plans indicating existing and proposed grade lines on the site, maximum heights of all retaining walls, and earth cut and fill slopes.
- j) Exterior building corners of the proposed residence or other structures and other major improvement areas including the driveway location will be marked on site if requested by the ARC.

The final response by the ARC shall be issued in writing. The securing of a building permit including septic system permit is the responsibility of the Owner and/or builder. Construction documents (working drawings and specifications) are to be in accordance with the final design and plans approved by the ARC. Clearing, grading or construction shall not commence until the ARC final plan approval and building permits are obtained.

3.10 CONSTRUCTION COMPLETION.

Upon completion of any residence or other improvement for which final approval was given by the ARC, the Owner shall give written notice of completion to the ARC. Within such reasonable time as the ARC may determine, but in no case exceeding ten (10) days from receipt of such written notice of completion from the Owner or its duly authorized representative, a representative from the ARC may inspect the residence and/or improvements. If it is found that such work was not done in compliance with the final plan approved by the ARC, the Owner shall be notified in writing of such non-compliance within ten (10) days after its inspection specifying in reasonable detail the particulars of non-compliance and the Owner shall be required to remedy same. If upon the expiration of thirty (30) days from the date of such notification by the ARC, the Owner shall have failed to remedy such non-compliance, the ARC shall notify the Owner and the ARC may take such action to remove the non-complying improvements (at the Owner's expense) as provided for in the Design Guidelines and the Declaration, including without limitation, injunctive relief of the imposition of a fine. If, upon the expiration of ten (10) days after receipt of written notice of completion from the Owner, the ARC fails to notify the Owner of any failure to comply within the provided period following the ARC's inspection, the improvements shall be deemed to be in accordance with the final plan.

3.11 FAILURE TO COMPLETE CONSTRUCTION.

Upon the receipt of approval from the ARC, the Owner shall, as soon as practicable, satisfy all conditions thereof, if any, and diligently proceed with the commencement and completion of all construction pursuant to the approved plans. The Owner shall satisfy all conditions and the construction, reconstruction, refinishing, alterations, or other work pursuant to the approved plans within one (1) year from the date of such approval. If the Owner shall fail to comply with this Section, any approval given shall be deemed revoked unless, upon the written request of the Owner made to the ARC prior to expiration of said one (1) year period, and upon a finding by the ARC that there has been no change in circumstances, the time for such commencement is extended in writing by the ARC. The ARC shall determine, on a case-by-case basis, the appropriate maximum construction period permitted for any proposed improvement(s). The Owner shall in any event complete the major construction or reconstruction of any improvement on its Lot within one (1) year after commencing construction thereof. Construction or reconstruction of the roof, exterior walls, windows and doors shall be completed within six (6) months from the commencement of construction, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, or natural calamities. If the Owner fails to comply with this Section, the ARC shall notify the Association of such failure and the Association, at its option, shall either complete the exterior in accordance with the approved plans or remove the improvement, and the Owner shall reimburse the Association for all expenses incurred in connection herewith.

3.12 NON-WAIVER AND RIGHT TO WAIVER.

The approval by the ARC of any plans, drawings, or specifications for any work done or proposed, or in connection with any other matter requiring the approval of the ARC under the Design Guidelines or the Declaration, including a waiver by the ARC, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification, or matter whenever subsequently or additionally submitted for approval by any Lot Owner. The ARC reserves the right to waive or vary any of the procedures or standards set forth herein as to any Lot Owner at its sole discretion.

3.13 ESTOPPEL CERTIFICATE.

Within 30 days after written demand therefore is delivered to the ARC by any Owner, and upon payment therewith to the ARC of a reasonable fee, from time to time as may be required, the

ARC shall record an estoppel certificate executed by any two of its members, certifying with respect to any Lot of said Owner, that as of the date thereof either

- a) all improvements and other work made or done upon or within said Lot by the Owner comply with the Design Guidelines and Declaration
- b) or such improvements and/or work do not so comply, in which event the certificate shall also
 - 1. identify the non-complying improvements and/or work
 - 2. and set forth with particularity the use or causes for such non-compliance.

Any purchaser from the Owner or mortgagee or other encumbrance shall be entitled to rely on said certificate with respect to the matters therein set forth such matters being conclusive as between the Association the ARC, Declarant, all Owners and other interested persons and such purchaser, mortgagee, or other encumbrances.

SECTION 4. CONSTRUCTION REGULATIONS.

4.1 PURPOSE.

To assure the protection of the existing natural environment and to minimize disturbance to existing residents the following construction regulations shall be enforced during the construction period. Any violation by the contractor, subcontractors or builder shall be deemed to be a violation by the Owner of the Lot. The Lot Owner shall indemnify and defend the Association for any loss, cost or injury caused to any property within DAVES VIEW at Martins Bluff and/or any person by such Owner or its agents during construction.

4.2 HEALTH AND SAFETY COMPLIANCE.

All applicable OSHA regulations and guidelines must be strictly observed at all times as well as compliance with state and local health and safety rules.

4.3 TEMPORARY FACILITIES.

Any Owner or Builder who desires to place a construction trailer, field office or the like on any Lot in DAVE'S VIEW at Martins Bluff shall first apply for and obtain written approval from the ARC. Such temporary structures shall be placed only in a location approved by the ARC and shall be removed upon completion of construction or within 12 months of initial placement, whichever occurs first. Each Owner and builder shall be responsible for providing adequate sanitary facilities for his construction workers. Portable toilets or similar temporary toilet facilities shall be located only on the Lot in an area approved by the ARC. Temporary construction signs shall be limited to one sign per site not to exceed six (6) square feet of total surface area. The sign shall be free standing and the design and location of such a sign shall be approved first by the ARC. At least one 10-pound ABC-rated dry chemical fire extinguisher shall be present and available in a conspicuous place on the construction site at all times.

4.4 CONSTRUCTION ACCESS.

The only approved construction access during the time a residence or other improvements are being built will be over the approved driveway for the Lot unless the ARC approves an alternative access point.

4.5 CLEANUP.

Owners and builders shall clean up all external trash and debris on the construction site (and any affected common area) at the end of each day. Trash and debris shall be removed from each construction site at least once a week to a dumping site located off the project. Lightweight material, packaging, and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site. Owners and builders are prohibited from dumping, burying, or burning trash anywhere on the Lot except in areas, if any, expressly designated by the ARC. During the construction period, it shall be the responsibility of any Lot Owner, to ensure that all areas of the construction site be kept neat and properly monitored to prevent a public eyesore, nuisance and/or affect any other Lots and any open space. Any trees or branches removed during construction must be promptly cleaned up and removed immediately from the construction site. Excess excavation materials must be hauled away from the DAVE'S VIEW at Martins Bluff.

4.6 BLASTING.

If any blasting is to occur, the ARC must be informed in advance to allow it to make such investigation as it deems appropriate to confirm that all measures, including protective actions, have been taken prior to the blasting. No blasting or impact digging causing seismic vibrations may be undertaken without the approval of the ARC. Applicable governmental regulations must be followed and necessary permits obtained prior to any blasting activity. No blasting of any type will be permitted on any part of DAVE'S VIEW at Martins Bluff without the prior written approval of Williams Pipeline Company.

4.7 RESTORATION OR REPAIR OF ADJACENT PROPERTY.

Damage and scarring to other property, including, but not limited to, open space, other Lots, roads, driveways, and/or other improvements will not be permitted. If any such damage occurs, it must be repaired and/or restored promptly at the expense of the person causing the damage or the Owner of the Lot. Upon completion of construction, each Owner and builder shall clean the construction site and repair all property which was damaged, including but not limited to restoring grades, planting shrubs and trees as approved or required by the ARC, and repair of streets, private roads, driveways, pathways, drains, culverts, ditches, signs, lighting, and fencing.

4.8 PARKING AND CONSTRUCTION VEHICLES.

Construction crews shall not park on, or otherwise use, other Lots or any open space. Private and construction vehicles and machinery shall be parked only in areas designated by the ARC. All vehicles will be parked so as not to affect traffic and within the designated areas so as not to damage the natural landscape.

4.9 DUST, NOISE AND EROSION CONTROL.

The Owner and builder shall provide for and be responsible for controlling dust, noise and erosion on and from the construction site.

4.10 HOURS OF OPERATION/CONDUCT.

Daily working hours for each construction site shall be 7:00 a.m. to 6:00 p.m. Monday through Saturday. No construction work shall be permitted on Sundays. This provision shall not apply to an Owner working alone inside a building. All Owners shall be liable for the conduct and damages caused by their agents, representatives, builders, contractors, and subcontractors, and shall indemnify the Association thereto.