

NEW CONSTRUCTION IN MONTEBELLO

Revised 8-27-2022

TABLE OF CONTENTS:

OVERVIEW OF THE BUILDING PROCESS IN MONTEBELLO.	2
OVERVIEW OF THE ARCHITECTURAL REVIEW BOARD	4
REQUIREMENTS FOR APPROVAL OF NEW CONSTRUCTION.	6
REQUIREMENTS FOR APPROVAL OF LANDSCAPING PLAN.	12
BUILDER/OWNER CONSTRUCTION AGREEMENT.	15
WORK RULES	19
APPENDIX: APPLICABLE RESTRICTIVE COVENANTS	21

This document contains a partial list of the applicable restrictive covenants.
The applicant should review all restrictive covenants to assure compliance.

AVAILABLE ON MONTEBELLO WEBSITE (www.montebelloc.com):

CURRENT ARB FEE SCHEDULE

REQUEST FOR APPROVAL OF NEW CONSTRUCTION FOR MONTEBELLO
(INCLUDING PROMENADE AND BELLA VISTA)

MONTEBELLO BUILDER/OWNER CONSTRUCTION AGREEMENT

REQUEST FOR APPROVAL OF NEW CONSTRUCTION FOR MONTEBELLO
(VILLAGGIO)

VILLAGGIO BUILDER/OWNER CONSTRUCTION AGREEMENT

GREENVILLE COUNTY SINGLE FAMILY RESIDENTIAL EROSION/SEDIMENT CONTROL
STANDARDS BOOKLET

NEW BUILDER APPLICATION PACKET

OVERVIEW OF THE BUILDING PROCESS IN MONTEBELLO

Architectural Review Board (ARB)

Montebello (including the Promenade and Bella Vista) has an Architectural Review Board (ARB). The Villaggio neighborhood has a separate ARB that is still under the control of its Declarant. Their powers, requirements, and processes are virtually identical, in that they must review and approve all improvements to a lot. Hereinafter, the term ARB refers to both of these boards.

No improvements can be made to a lot without approval from the ARB. The ARB must approve **ALL** improvement plans, ranging from simply clearing the lot, to building a new home and landscaping the surrounding lot. The ARB has three major roles:

1. Approving new construction plans and the landscaping plans (New Construction Approval and Landscape Plan Approval)
2. Approving changes to the exterior of established residences and surrounding landscapes (Approval of Modifications to Existing Home or Landscaping)
3. Approving who is allowed to build in Montebello (Approved Builder Process)

To obtain ARB approval, you must complete the appropriate paperwork and submit it to the Montebello Property Manager at clewis@nhe-inc.com phone (864) 467-1600.

New Construction and Landscaping Approval

Requirements for new home construction and a description of the application process for new construction are contained in this document.

Approval of Modifications to Existing Home or Landscaping

Once initial development of a lot has been completed, the Montebello HOA continues to monitor the use and upkeep of a lot to ensure compliance with the covenants regarding use and maintenance. Any change to the exterior of a home (including paint colors) or landscaping or new additional improvements must be approved by the ARB. There is an abbreviated application form available on the Montebello website under "Architectural Control" titled "Request for Approval of Exterior Modification to Existing Home or Landscaping" to be used in those circumstances.

Approved Builder Program

Montebello has utilized an Approved Builder Program continuously beginning with initial home construction in 1997. The ARB is responsible for vetting and selecting qualified builders who are capable of building high quality Montebello homes in an effective and efficient manner. The Approved Builder Program is designed to ensure that lot owners have a sufficient number of quality potential builders from which to choose for construction of their homes. The list of Approved Builders is located on the Montebello website under Architectural Control and will be updated if the list changes.

The ARB has evaluated the builders on the list and believes each is capable of building homes of the quality required in Montebello. The number of builders on the list is flexible and the ARB will determine when or if new builders will be considered for the list. Should the Board consider additions to the Approved Builder list, the minimum qualifications are as follows:

- Licensed to build in South Carolina
- Minimum of 7 continuous years of building experience
- At least 7 homes built in the past 5 years comparable in size, cost, and complexity to Montebello homes and that are part of an architecturally controlled community
- Satisfactory financial references
- Satisfactory client references

To be considered for construction in Montebello and/or eventual Approved Builder status, a candidate must present qualifications that indicate previous quality construction, efficient and effective processes and the ability to meet all the Montebello requirements listed above. (Application forms can be found under Architectural Control on the www.montebellosc.com website.) Should such a new (to Montebello) candidate be considered for construction in Montebello, the builder will only be approved to construct the initial home in question. To reach full Approved Builder status and be added to the website list, the builder must successfully build a minimum of three homes in Montebello. Permission to construct the second and third homes must be specifically granted by the ARB. Construction of three homes does not automatically ensure a builder's being added to the Approved Builder list. That decision is reserved for the HOA Board.

The ARB may review and revoke Approved Builder status at any time.

Note that Covenant 7.16 states: "Neither the Architectural Review Board nor the Association makes any representation or warranty as to any builders approval to build in the Subdivision."

OVERVIEW OF THE ARCHITECTURAL REVIEW BOARD

Particular sections of the Covenants are referenced throughout; those sections can be found in their entirety in the Appendix.

Purpose: The external design, appearance, use, location and maintenance of the Property and of Improvements thereon shall be regulated in the manner hereinafter described so as to **preserve the enhanced values and to maintain a harmonious relationship among Improvements and the natural vegetation and topography** of the Property (Covenants Section 7.1).

Montebello Architectural Review Board (“ARB”) Powers: (Sections 7.2 and 7.10). The Villaggio neighborhood has a separate ARB as provided in Amendment 10 to the Covenants. Their powers are virtually identical. The ARB is to enforce the regulations described above and is charged specifically with approving (i) initial improvements to lots, (ii) future changes to existing improvements (exteriors only), and (iii) the builders who are allowed to make the improvements or changes.

ARB Structure: The Association (the HOA Board) appoints the Montebello ARB members. Their terms are for five (5) years and they may be re-appointed for unlimited terms (Section 7.2). At least one ARB member must be a licensed architect who will be appointed for a two (2) year term and need not be an HOA member (Section 7.10). In matters before the ARB, a majority vote shall govern unless otherwise specified. Three ARB members shall constitute a quorum, and a vote of at least three members is necessary to transact any ARB business. The ARB is empowered to delegate any of its authority to a third party (Section 7.2).

The Villaggio ARB is appointed by the Villaggio Declarant. Term lengths are not defined.

Decision-Making Factors: ARB may refuse to approve plans to prevent “**substantial duplication**” of the major features of an existing building or improvement. ARB may refuse to approve any plans taking into consideration such factors as it may deem appropriate, including but not limited to the **suitability** of the proposed Building or other Improvement, the **materials** of which it is to be built, **whether it is in harmony** with the surroundings, what **effect it will have on other residences** already constructed and what **effect it will have on the outlook of neighboring Property** (Section 7.5).

Time Limit for Approval: If the ARB fails to act on requests for approval within 45 days after submittal, approval by the ARB is conclusively presumed.

Fees: ARB charges nonrefundable fees for reviewing plans. The current fee can be found on the Montebello web site under Architectural Control in a document titled **Current ARB Fee Schedule**. A Road Usage Fee is also charged for each new construction project.

Power to Waive: ARB may waive **minor** violations of the covenants relating to (i) set back, **location, size of improvements** or similar matters if in the opinion of a majority of ARB members, such shall be necessary **to prevent undue hardship**, or (ii) **use** of the property, where in the opinion of a majority of ARB members, such waiver or variance would **not be inconsistent with the intent and purpose of the Declaration** (Section 7.9).

Power to Complete or Remove: If work is abandoned for 30 days or longer, **without just cause shown**, or if any improvement remains unfinished for a period of nine (9) months from the date construction began, **without just cause shown**, then the ARB has the power to (i) complete the improvements or (ii) remove the improvements. All costs will be charged to the owner and will constitute a lien against the property (Section 7.11).

Release of Liability: No ARB member is liable for any act done while performing his or her duties for the ARB or because of approval or disapproval of any plans (Section 7.13).

Duties upon Completion: The ARB is **not an architect or inspector** and is not responsible for verifying that the plans meet the requirements of government ordinances, building codes or accepted building standards. The ARB shall compare the completed work to the approved plans and make recommendations to the Board for actions to be taken in the event of non-compliance. The HOA Board shall defer to the ARB for recommendations on any design or construction-related issues concerning the use and maintenance of the property (Section 7.13).

Disclaimer as to Builders: Neither the ARB nor the HOA make any representation or warranty as to any builders approved to build in the subdivision (Section 7.16).

Responsibility for Villaggio ARB: The 31st Amendment provides that, from and after December 31, 2010, the Villaggio Architectural Review Board was dissolved and responsibility for Villaggio architectural regulation was assigned to the Montebello ARB (Section 12.2(B)). The 36th Amendment provides for reestablishment of the Villaggio ARB effective March 24, 2015 under the direction of the Declarant.

Transfer of Control of Montebello ARB from Declarant: On May 24, 2010, the Declarant (C. Rivers Stone Limited Partnership) appointed five residents to the Montebello ARB to serve with the existing members. On that date, the Declarant also transferred control of the Association to its members and relinquished all powers under Section 7 regarding architectural control and the ARB to the Board of Directors of the HOA.

REQUIREMENTS FOR APPROVAL OF NEW CONSTRUCTION

This document summarizes the requirements for new home construction in (1) the original Montebello neighborhood, the Promenade, and Bella Vista and (2) Villaggio. Particular sections of the Covenants are referenced throughout; those sections can be found in their entirety in the Appendix.

Style of house:

- In the original Montebello community and in Bella Vista, houses are European in style.
- In the Promenade, houses are French country style.
- In the Villaggio, houses are Tuscan in style.

SPECIFIC COVENANT REQUIREMENTS

Setbacks. Setbacks are shown on recorded plats. In the Montebello neighborhoods the minimum front building setback line is 20 feet, with five feet utility easements on each side and rear lot lines. Ten to twenty-five foot easements are established along the exterior boundary of the subdivision. Setback lines adjacent to Common Areas must be left in a natural state (Sections 6.1 and 9.2) In the Villaggio, the setbacks are specified by the plats for the individual lots.

Front Orientation. Buildings must face front line of lot, except on corner lots, for which ARB will determine front orientation. No grading of lot to change the direction lot faces is allowed. (Sections 6.1 and 6.4.)

Garages. Two-car garage is required at a minimum, and may be attached or detached. Garage doors of attached garages shall not open towards front of the lot. The ARB determines placement for detached garages and on corner lots. (Section 6.2.) In the Villaggio, it is permissible for garage door to open towards the front of the lot.

Fences and Hedges. No fence or hedge shall be erected along or across the front of any lot. Hedges along the side of a house extending from front of house to street shall not exceed three feet in height. (Section 6.3). Fences may be erected from the mid-point of the side of the house and around the rear portion of the lot with a maximum height of four feet. However, a height of five feet maybe considered for approval in special situations on a case by case basis. Fences along the boundaries of the controlled area (neighborhood perimeter) may also receive special consideration specific to need and application. Fences must harmonize in character and color with the house and must be aluminum or wrought iron. Wooden materials may be used to screen exterior HVAC equipment, satellite antennas or other type equipment from street view, but such use must be shown on landscaping plans. All wooden materials must be stained or painted to blend with the house exterior.

Fences may be shared between property owners, both of whom must sign the request for ARB approval of the fence design. Requestors of common fences are jointly responsible for correction of any interference with underground utility service lines or repair/replacement of any portions of the fence should it need to be removed for utility work.

Minimum Square Feet. Minimum 2000 square feet of heated space for one-story house is required; for multi-story houses, at least 1000 square feet for first floor and at least 2000 for entire dwelling are required. (Section 6.5.) The Villaggio has no minimum square footage requirement.

HVAC. Exterior HVAC and television apparatus must be visually screened by masonry walls or fences or shrubs that extend to the height of the equipment, as approved by ARB. No window air conditioning units are allowed. (Section 6.7.)

Recreational Amenities. All recreational amenities, including location of basketball goals, must receive prior approval; tennis courts are specifically prohibited. (Sections 6.6, 8.1(t) and 8.1(y))

Mailbox. Uniform mailboxes are required as specified by the ARB. New mailboxes or replacements may be ordered through Elite Signs. Owners' names or house numbers may not be placed on the front of homes or on signs placed on lots. Owners' names may not be placed on mailboxes (Section 8.1(s)).

Exterior antennas and satellite dish antennas. Location must be pre-approved and must be screened from the street (Section 8.1(t))

Solar panels. Location and specifications of solar panels or solar shingles must be pre-approved (Section 8.1(t))

OTHER REQUIREMENTS: See **REQUEST FOR APPROVAL OF NEW CONSTRUCTION FOR MONTEBELLO (VILLAGGIO)** for more detailed requirements for that neighborhood.

Foundation: Crawl space or basement is required. Foundation shall be a minimum of 30-inches high at any point.

Exterior wall facades: Shall be brick, stone, cement stucco (or combinations thereof), with wood or cementitious siding features as appropriate. Masonry and mortar and paint/finish colors shall be approved earth tones. No vinyl or aluminum siding permitted.

All openings in brickwork are to be one of the following: (1) true arches (segmental, half-round, or oval) or (2) have jack-arch headers or (3) have soldier course headers.

Trim and eaves: Trim is to be stucco, cast stone or similar, cementitious board (Hardie Trim), Azak or Myratec material. No vinyl clad trim or aluminum clad trim material is allowed. No applied trim over stucco. Color to be approved.

Windows: are to be wood, aluminum clad, or vinyl clad only (no all vinyl windows are permitted.) Color to be approved.

Surrounds: Window surrounds, arch surrounds, and case opening surrounds shall be stucco, stone or brick with approved color. Brick houses to have brick, stone or cast stone accents with approved color.

Gutters and downspouts: Color to be approved.

Shutters: Are to match window sizes and shapes. Color to be approved.

Front door: Wood or fiberglass only. Other material subject to approval. Style and color to be approved.

Garage door: Wood or metal. Style and color to be approved.

Porch or terrace: Concrete, stone, or brick. Color to be approved.

Driveway and sidewalks: Concrete, stone, brick, or asphalt. Asphalt drives must have brick/paver or stamped border. A 4 inch PVC pipe shall be placed under each driveway to accommodate utility lines.

Minimum roof pitch in the Promenade: 10/12

Roof: Original Montebello, Promenade, and Bella Vista: Asphalt shingles in “Weatherwood” or “Weathered Wood” color, manufactured by CertainTeed, Atlas or GAF. Note that manufacturers may be revised if color process changes. Metal roofing may be used on special features.

In the Villaggio: Terracotta tile - New Southern Blend or Casa Grande.

Surface water runoff: Montebello has significant topographical features throughout the neighborhood. The concentration of stormwater runoff from individual lots is strongly discouraged. All reasonable measures should be taken to reduce concentrated flow from your property. The owner is responsible and liable for stormwater runoff from their property. All owners and builders are expected comply with the Greenville County Single Family Residential Erosion/Sediment Control Standards Booklet and other applicable standards of Greenville County Land Development. (Section 7.12)

APPROVAL PROCEDURE

Submit the following documentation in electronic format to clewis@nhe-inc.com
A hard copy may be requested at a later date.

The documentation must include:

- 1.) Site Plan (scale of 1:30 or larger) prepared by a design professional and shall include the minimum following details:
 - a. current topographical survey prepared by a licensed land surveyor with 2' contours tied to NAVD 88
 - b. existing and proposed contour lines at a minimum of 2' interval. Spot elevations around the house, retaining walls and as needed to clarify drainage patterns.
 - c. location of construction entrance and proposed dumpster location.
 - d. sediment (silt) fence details and notes for maintenance per Greenville County Single Family Residential Erosion/Sediment Control Standards Booklet.
 - e. building setback lines
 - f. structure foundations
 - g. walks, drives and parking areas specifying material types. Calculations shall be provided to verify all impervious surfaces.
 - h. clearing limits
 - i. soil and material storage areas
 - j. grading and drainage concepts
 - k. finished floor elevations for main and basement floors
 - l. proposed retaining walls, if any. Walls higher than 4 feet must be engineered and detailed drawings provided by a licensed engineer.
 - m. location of all existing desirable trees or shrubs on the lot. For purposes of this provision, desirable trees are hardwood trees which have a diameter of eight (8) inches or more at the base of the tree, and desirable shrubs shall be defined as large, mature woody understory plants such as rhododendron species, etc. Identify those to be removed and those to remain. Indicate tree fences to protect trees and desirable shrubs within the construction zone.
 - n. location and screening concept for HVAC equipment
 - o. location of electric and gas meters
- 2.) Floor Plans (1/4-inch scale) with exterior dimensions and with heated/unheated porch/decks/garage square foot calculations per floor.
- 3.) Exterior Elevations (1/4-inch scale). Include roof, wall, overhang and trim materials. If gutters and downspouts are to be installed, show the design, materials, and locations.

- 4.) Roof Plans (1/4-inch scale).
- 5.) Construction schedule with anticipated completions dates.
- 6.) Completed "Request for Approval of New Construction for Montebello (Including Promenade and Bella Vista) or "Request for Approval of New Construction for Montebello (Villaggio)" form that includes information about building material selections and colors.
- 7.) With the application, submit colored photographs and available manufacture's product data sheets for all exterior materials, including but not limited to stone, stucco, brick, mortar, siding, windows, roofing, trim, doors, gutters, downspouts, lighting, etc. A physical sample board displaying all exterior finish materials must be constructed on-site prior to start of framing. The sample board shall remain in place until ARB's final inspection is completed.
- 8) If a swimming pool is to be constructed, detailed plans must be submitted.

Landscape plan

The landscape plan can be submitted at the same time as the request for new construction or can be submitted separately (an additional fee applies if submitted separately.) The landscape plan should be submitted within 120 days after the beginning of construction and must be reviewed and approved prior to any landscape installation. See "Requirements for Approval of Landscape Plan" in next section.

Fees and Timing

- An architectural review fee is required upon submittal of approval request, along with the Road Usage Fee (nonrefundable, paid by separate check) and Builder's Compliance Bond (refundable upon satisfactory completion of project, paid by separate check.) If landscape plan is submitted separately, there is an additional review fee. Current fees can be found on the www.montebellosc.com website under Architectural Control in a document titled **Current ARB Fee Schedule**. Checks are to be made payable to Montebello HOA.

- For new home construction, the ARB may request additional information before the plans are submitted for the formal architectural review. As a result of the formal review, additional information, clarifications or changes may be required to obtain approval. Additional fees may be required if multiple follow-up reviews are necessary.

- Written approval is noted on a copy of the Architectural Requirements form and returned to owner. Conditional approval may be granted pending later satisfaction of various conditions, which may require an additional review fee.

Commencement of Construction

Before construction begins, the builder and property owner will meet with a representative of the ARB to review important policies and documents.

The following items must be received or in place prior to commencement of construction:

- ARB plan approval
- Building Permit
- Insurance Certificate (see Builder-Owner Construction Agreement)
- Signed Builder-Owner Construction Agreement
- Name and contact details of the person (e.g. project manager or builder) responsible for control of the site and the builders' subcontractors.

During the construction process, the ARB reserves the right to monitor the construction progress.

REQUIREMENTS FOR APPROVAL OF LANDSCAPING PLAN

From the Covenants

Overall. Overall landscape character is to be of a “natural mountain environment.” Large lawn areas may not be practical. Where lawn grass is utilized in front yard areas, the grass shall be installed as sod. Front yards that are grassed or not retained as natural shall be irrigated with an approved automatic sprinkler system. In general, the landscape improvements “shall be of a style and level of development consistent with similar quality subdivisions. While no monetary value is to be met as part of the landscape requirement, a landscape planting and irrigation budget of 3-4% of the total house and lot value may be considered an average.” (Section 6.8)

Tree Protection. During construction, all efforts must be made to protect existing trees and shrubs. (Section 6.8)

HVAC Equipment: All exterior components of heating, air conditioning systems and satellite dishes shall be shown on the plan and visually screened by approved fencing, walls or shrubs. The screening elements must extend to the top of the equipment (Section 6.7 and 8.1(t)) Shrubs must be within six inches of the top of the equipment when planted.

Plan. All new construction plans must include a Landscape Development Plan **prepared by a qualified landscape designer.** (Section 7.4)

Landscaping plan application

The landscape plan can be submitted at the same time as the request for new construction or can be submitted separately (an additional fee applies if submitted separately.) The landscape plan should be submitted within 120 days after the beginning of construction and must be reviewed and approved prior to any landscape installation.

The landscaping plan application must include copies of the original site plan showing grading, drainage channels, ditches, and flow patterns and retaining walls. The plan must show property lines and dimensions and the location, material type and, where applicable, the size and quantity of the following items:

- Existing trees and vegetation to be preserved (all trees larger than 8 inches in diameter and desirable shrubs such as rhododendron are to be preserved)
- Plantings, including sizes and quantity of all planting material.
- Lawns (grass shall be installed as sod in front yard) and mulched areas
- Paved areas, including walks and drives, patios, decks and terraces
- Irrigation system with head location
- Recreational facilities
- Fences, boundary or patio walls (no wooden fences) or retaining structures
- Any additional grading modifications
- Lighting

- Fountains, garden ponds, or other water features
- Any other site elements of a permanent nature or that may be visible from off-site.

If a **swimming pool** is to be constructed, detailed plans must be included.

A 4-inch, schedule 40 PVC pipe must be placed under each driveway and sidewalk to the street in the front 10' utility easement as a wiring conduit to accommodate utility lines. An as-built diagram showing exact location of this wiring conduit shall be provided to the property manager.

Additional requirements for Promenade: White Natchez Crepe Myrtles are to be placed at front property pins.

Additional requirements for Bella Vista (Phase 10): All lots in Montebello's Bella Vista (Phase 10) section must be landscaped in their entirety. The streets in Bella Vista are unique in that the houses will be built on only one side of the street. The following requirements and guidelines were developed to ensure that the side of the street opposite the houses (i.e., the rear or sides of the properties whose addresses are on the street above) are landscaped in a manner that creates an attractive corridor.

The requirements and guidelines below are for the following lots whose side or rear property line is on Rovello or Trevi:

Lots on Matteo that border Rovello: Lots 477/9, 480, 481, 482, 483, 484, 485, 486, 487, 488.

Lots on Rovello and Montebello that border Trevi: 450, 453, 457, 458.

- The landscape plan must include the entire lot.
- The 15 – 20 foot section of property that abuts the street curb at the rear (or side) of the property that borders Rovello or Trevi must be an aesthetically pleasing design.
 - o One or two (depending on the width of the lot) Natchez White Crape Myrtles must be included in the landscape design in this area.
 - o Other elements in this area might include grasses of various kinds (love grasses, muhly grasses, etc.); ground cover (example: Asiatic jasmine); shrubbery; mulch; rocks/stones.
- Any proposed fence along the rear (or side) of the property on Rovello or Trevi must be at least 20 feet from the curb.
- Note that the above requirements may be modified if the side (not rear) of the property borders Trevi.

Most Montebello streetlights are maintained by the HOA. Therefore, builders must coordinate with the Montebello Property Manager to determine who shall locate the street light wiring. The line location charge is \$150.00 if done by Montebello.

Time Limit. Foundation plantings and grassed areas must be completed within three (3) months after a residence is occupied, with the balance of the Plan implemented within six (6) months of initial occupancy. If delays are anticipated, advance approval must be requested. (Section 7.4)

Approval Procedure

Email the plan to clewis@nhe-inc.com Hard copies may be requested.

MONTEBELLO BUILDER/OWNER CONSTRUCTION AGREEMENT

This AGREEMENT is made and entered into this ____ day of _____, 20__ by and between the Montebello Architectural Review Board (the "ARB"), _____ (the "Owner") of Lot _____ located in the Montebello subdivision (the "Property") and _____ (the "Builder") with respect to the (i) approved builder program (the "Program") and (ii) building plans and specifications approval process (the "ARB Review"), both established by the ARB and the Montebello Homeowners' Association, Inc. (the "HOA") pursuant to the Declaration of Covenants, Condition, Easements and Restrictions for the Montebello Subdivision recorded on October 21, 1998 in Book 1794 at Page 607, as amended (the "Declaration") allowing for certain builders to qualify as an approved builder (an "Approved Builder") to build homes pursuant to approved plans (the "Approved Plans") in the Montebello subdivision located in Greenville, South Carolina as further described in the Declaration.

WHEREAS, the ARB has established the Program pursuant to which builders may qualify as an Approved Builder on a provisional or full basis;

WHEREAS, the Owner has asked that the Builder be allowed to build the improvements on the Property and the Builder has qualified as an Approved Builder;

WHEREAS, the Owner and Builder have asked the ARB to approve certain plans and specifications relating to the improvement of the Property (the "Approved Plans");

WHEREAS, the ARB has approved the Builder and the Approved Plans subject to the Owner and Builder executing this Agreement and satisfying various other terms and conditions.

NOW THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

- 1. Builder Application.** The Builder has previously submitted an application to the ARB seeking to be admitted to the Program that has been reviewed by the ARB and the ARB has approved the Builder as either a provisional or a full Approved Builder. The Builder represents that all information set forth in the application is true and correct as of today's date and Builder agrees to immediately notify the ARB if any information contained in the application is no longer correct.
- 2. Approval.** The Builder acknowledges that the ARB has sole discretion to approve or disapprove Builders for participation in the Approved Builder Program and may withdraw such approval at any time. Builders who have not achieved full Approved Builder status acknowledge that this approval does not constitute appointment as an Approved Builder. Builder's qualification as an Approved Builder shall in no way be considered an ARB recommendation or endorsement of the Builder.
- 3. Approved Plans.** The Builder and Owner have submitted plans and specifications for construction of improvements on the Property and the ARB has approved the Approved Plans. The Builder and Owner hereby certify that the Approved Plans are true and correct as of today's date and agree to immediately notify the ARB of any changes.

4. Montebello Construction Documents. By signing this Agreement, Builder and Owner hereby certify that they have received and reviewed the Declaration, the Work Rules attached as Exhibit A, the NPDES permit required by the County, and all other applicable governmental laws and regulations relating to the construction of the improvements on the Property (together the “Construction Documents”) and agree to abide by all the terms and conditions contained therein.

5. Inspection Rights. To assess compliance with the Approved Plans and the Construction Documents, the Builder and Owner hereby grant the ARB and its agents the right to enter the Property and inspect construction progress at any time after issuance of the Greenville County building permit until the approval by Greenville County of turnover to Owner. Further, Builder and Owner agree that all workers and vehicles used in connection with the construction of the improvements may be subject to search to help prevent theft of material and equipment.

6. Fines. The Owner and Builder hereby acknowledge that the ARB and HOA may impose fines as stated below, issue work cease and desist orders, or restrict certain contractors from entering Montebello for specified periods of time for violations of any applicable requirements.

After one (1) written warning from the ARB, fines may be imposed after 24 hours have elapsed and corrective action has not been undertaken. Fines may be waived if the builder makes a reasonable effort (as determined by the ARB) to correct the problem.

Fines will be imposed at a daily rate unless otherwise stated by the ARB. If the fines are not acknowledged and paid on a timely basis then the ARB may file a lien on the property. At the discretion of the ARB fines may be deducted from the Compliance Bond deposit.

Violation	Fine
No dumpster	\$200
Burning	\$500
Littered site	\$500
Inadequate erosion control, including clean-up of streets and common areas*	\$200
No temporary sanitation (job toilet)	\$200
Parking in right-of-way	\$200
Building Material in right-of-way, plus the cost of repair	\$200
Damage to right-of-way, plus the cost of repair	\$200
Parking on adjacent property without permission	\$200
Building materials or equipment on adjacent property without permission	\$200
Non-conforming job sign	\$200
Damage to small trees, vegetation, or natural areas	\$500
Unauthorized removal or destruction of trees eight (8) inches and larger in diameter, per tree	\$500
Unauthorized plan change (minor)	\$1,000
Unauthorized plan change (major): Revocation of Montebello Permit and forfeiture of all funds remaining on deposit	
Unauthorized finishes: Revocation of Montebello Permit and forfeiture of all funds remaining on deposit	
Incomplete or non-complying landscaping: Forfeiture of all funds remaining on deposit.	

*The ARB reserves the right to direct the installation of Erosion Control measures, including silt fence, at Owner's expense, if such measures are not properly installed and maintained.

7. Compliance Bond. A compliance bond shall be provided to the ARB before construction can commence (the "Compliance Bond") to insure compliance with the Construction Documents. (See "Current ARB Fee Schedule" for current amount of the compliance bond.) The Compliance Bond shall be held in escrow in a non-interest bearing account and drawn down to pay for any restorative, corrective, enforcement or maintenance effort expended by the ARB including imposition of fines in whatever amount deemed appropriate by the ARB and the HOA. If the Compliance Bond is expended, the Builder and Owner shall still be responsible for payment of any fines and costs for any restorative, corrective, enforcement maintenance effort expended by the ARB. Fines or costs not deducted from the Compliance Bond shall be paid within 10 days of imposition. Any amount remaining in the Compliance Bond upon completion of the project, and removal of all construction materials, debris and signs, shall be returned to the Builder.

8. Road Usage Fee. Montebello roads are designed for passenger vehicular traffic. The stress to these roads from transporting heavy equipment during construction may accelerate the need for maintenance and repair. To defray the future cost of the maintenance and repair work, a non-refundable road usage fee shall be paid by Owner to the HOA prior to the commencement of construction. . (See "Current ARB Fee Schedule" for current amount of the road usage fee.)

9. Insurance. Builder agrees to maintain appropriate insurance with insurers and amounts acceptable to the ARB. Prior to commencement of construction, Insurance certificates must be provided to the ARB showing General Liability with a minimum limit of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate (subject to a per project general aggregate provision applicable to the project), \$2,000,000 Products/Completed Operations Aggregate and \$1,000,000 Personal and Advertising Injury limits, Automobile (with minimum limit of \$1,000,000), and Workers Compensation. The certificate must list the HOA as an additional insured and shall provide that the insurance is in force and will not be cancelled without ten days written notice to the HOA.

10. Indemnification. Builder and Owner, jointly and severally, agree to indemnify, defend (at Owner's and Builder's sole expense) and hold harmless the ARB and the HOA and their members, agents and employees (the "Indemnified Parties") from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses ("Claims") which arise or are in any way connected with work performed, materials furnished or services provided in connection with this project to the extent involving the acts or omissions of Builder or Owner or their agents, subcontractors, or employees. Owner's and Builder's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force and shall continue until any Claim is finally adjudicated and any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

11. Licensing. Builder represents all licenses required by the State of South Carolina to build single-family dwellings have been obtained and shall provide a copy of such licenses prior to commencement of construction and at any time in the future upon request by the ARB.

12. **Duration.** This Agreement and Builder’s status as a provisionally Approved Builder (if applicable) shall automatically terminate upon the earlier to occur of (i) the date Builder completes construction of the home for which this Agreement has been executed, or (ii) one year from the date of the Builder’s qualification as a provisionally Approved Builder. Construction will be considered complete when a certificate of occupancy has been obtained from Greenville County Building Standards office. Notwithstanding the foregoing, the ARB reserves the right to revoke Builder’s qualification as an Approved Builder at any time as determined in its sole discretion.

13. **Notices.** Any notice, communication or documentation required by this Agreement shall be deemed sufficiently given if delivered personally or by United States mail as certified mail, return receipt requested and addressed to the respective parties at the following address.

Montebello Architectural Review Board
Montebello Homeowners Association, Inc.
P. O. Box 5539
Greenville, SC 29606

Builder Name and Address:

Owner Name and Address:

14. **Assignment.** This Agreement is personal in nature to the parties. Owner and Builder shall not sell, assign, transfer, or convey, in whole or in part, any interest or obligation either may have under this Agreement without the prior express written consent of the ARB.

15. **Benefit.** This Agreement and all of its terms and conditions shall extend to and be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns and shall be construed under the laws of the State of South Carolina. Notwithstanding anything herein to the contrary, this Agreement is not intended and shall not be construed to make the parties joint venturers or partners of any type with the ARB or HOA.

16. **Entire Agreement.** This Agreement contains the entire understanding of the parties and there are no other representations or agreements except as expressed herein. Any changes, additions, or deletions herein must be in writing and signed by all parties.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this AGREEMENT:

Owner: _____ Date: _____

Builder: By: _____ Date: _____

Montebello Architectural Review Board

By: _____ Date: _____

August 19, 2015; June 23, 2017 rev.; May 2020 rev; June 2021.

**EXHIBIT A
WORK RULES**

1. There shall be no clearing or disturbance of earth on the home construction site until all silt fence that will control runoff from the site is in place. The silt fence or other runoff control devices shall be placed and constructed according to the approved county construction permit and also conform to the following standards:

- 1.25 lb. T- post
- 6' between posts on center
- 3' high
- Trench in 6" and backfill

2. All land clearing and site preparation waste brush, stumps, etc. other than earth shall be removed from the site within fourteen days of being created. A portable toilet will be placed on the site when site work begins and remain on the site until construction ends. The toilet shall be placed such that its door opens away from the street or neighboring homes.

3. A dumpster or other container for construction waste will be in place prior to the arrival of any construction material on the building site and remain on site to contain and facilitate safe removal of waste until construction is complete. It may be removed prior to landscaping site preparation. Fenced enclosures are not allowed. The Builder will police the construction daily and safety hazards removed or neutralized.

4. Builders shall place all construction equipment such as compressors, generators, concrete mixers and like items, and all construction materials, within the confines of the home lot. An adjoining lot may also be used with prior permission from the owner. Vehicles for transport of equipment and materials to the site must be immediately unloaded/loaded and then removed. None of these vehicles may remain in the street overnight.

5. Monday through Saturday, construction work shall not begin before 7:00 a.m. and cease by 5:30 p.m. during Eastern Standard Time and 7:00 a.m. and 7:00 p.m. during Daylight Saving Time. No work will be allowed outside the above approved time frames, on Sundays or on the National Holidays of New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving and Christmas without the express permission of the ARB. Special permission for work outside the normal time frames or days will be limited to tasks for which minimal sound is created such as painting with a brush or roller. No loud music or other such non-construction noise that may be within hearing of Montebello residents will be allowed.

6. No loose trash and waste will be allowed on site overnight. No open fires will be allowed on home construction sites. During cold months (December – February), any fires for warming purposes must be confined in a 55 gallon drum or like container and must be completely extinguished before the last crew leaves the work site each day. If residents near the construction site perceive a hazard from warming fires because of windy or other weather conditions, they will be extinguished immediately upon such neighbor's complaint.

7. Security: Montebello is a gated community. The builder or project manager will be provided with two temporary gate codes. One of the codes will operate the gates at all hours and is for the use of the builder or project manager only. The other code is to be given to work crews and suppliers and will operate the gates only during permissible work hours. Note that codes cannot operate the gate at State Park Road. Access to original Montebello must be through the Piney Mountain gate or the Pleasantburg Drive gate.

8. Violations of these requirements and restrictions may result in stoppage of work until the violations are corrected or fines imposed if violations continue after one (1) warning from the Villaggio ARB, the Montebello ARB and/or HOA Board. Owners are responsible for the actions of their builders. Builders are responsible for the actions of their subcontractors. Violations of these requirements and restrictions by subcontractors shall be considered a violation by the builder.

APPENDIX: APPLICABLE RESTRICTIVE COVENANTS

SECTION 6 SET BACKS, LOCATION AND SIZE OF IMPROVEMENTS AND OF BUILDING PLOTS

6.1 No Building shall be erected on any Lot nearer to the lot line than the Building set back line, as shown on the recorded Plat referred to above and/or as required by applicable zoning laws or subdivision regulations. All such Buildings shall face toward the front line of the Lot except that Buildings to be constructed on corner lots shall face in the direction designated by the Architectural Review Board. In the event that more than one Lot is combined for purposes of locating a residence thereon, the side lot lines shall be deemed to be the adjoining lot line with any adjoining Lot, and a residence may be located on the combined lot line at any location on the combined Lots provided the Building set back line and side lot line set backs are observed. The setback lines abutting Common Areas shall be left in a natural state to the extent that no improvements of any sort shall be constructed at any time and no clearing of desirable shrubs, as defined in subparagraph 7.4(a)(2) may occur without the prior written approval of the Architectural Review Board. The intent of the Common Area setbacks is to preserve the natural ecologic amenity of the areas for the overall enjoyment of all residents.

6.2 Each residence shall have an enclosed garage suitable to accommodate at least two full size automobiles. Detached garages are permissible. The garage doors of attached garages shall not open towards the front of the Lot. As to detached garages and corner lots, the placement of garage doors shall require specific approval of the Architectural Review Board. Furthermore, the placement of any garage door shall be done so as to not detract from the overall streetscape and curb appeal of the Subdivision, as determined by the Review Board.

6.3 No wall, fence or hedge shall be erected along or across the front of any Lot; or along the sideline from the front of the house to the street with a height greater than three feet. All walls, fences, and hedges proposed to be placed on any Lot in the Subdivision, regardless of location, shall be subject to prior written approval by the Review Board.

6.4 No Lot shall be recut so as to face in any direction other than shown on the recorded plat. No Lot shall be recut so as to make any Building site smaller except as provided for herein. Nothing contained herein, however, shall be construed to prohibit a Lot from being cut and added to an adjacent Lot so as to increase the size of the adjacent Lot, provided, however, that only one residence may be constructed on the combined Lots. This provision is not intended to prevent cutting off a small portion, or portions, of any Lot for the purpose of conveying the same to an adjoining Property Owner or straightening a boundary line.

6.5 No dwelling shall be constructed on a Lot or Building site in the Subdivision which has less than the minimum square footage of heated area set forth as follows:

(a) A one-story dwelling constructed on any Lot must contain at least 2,000 square feet of heated floor space, exclusive of porches, garages, breezeways, attics or basements.

(b) The main level of a multi-floor dwelling must contain at least 1,000 square feet of heated floor space, exclusive of porches, garages, breezeways, on the main level and a total heated square footage of 2,000 square feet, exclusive of porches, garages, breezeways, attics or basements.

6.6 No recreational amenities of any type or description, including swimming pools, may be built, erected or placed on any Lot without obtaining the prior written consent from the Architectural Review Board, which consent shall not be unreasonably withheld.

6.7 All exterior components of heating and air conditioning systems shall be visually screened by masonry or wooden walls or fences or shrubs. Such systems shall not emit any loud or annoying sounds. No window air conditioning units shall be installed in any Building except temporary or other structures utilized by the Declarant for development of the Subdivision.

6.8 The overall landscape character within the Subdivision is intended to be that of a natural mountain environment wherever that character exists prior to development. Site plans submitted which adhere to this overall theme will be encouraged. Careful attention shall be given to methods of construction access and limits, utility routes and the stockpiling of materials and excavated soils which have least impact and encroachment on wooded areas to be left in a natural state. Cutting and felling of trees shall be planned so as not to destroy the trunks and canopies of trees which are to be retained. Trees which are to be retained shall not have soil or other construction materials stockpiled at their base or have construction traffic compacting the root zones. Due to topographic conditions, existing vegetation, or other natural amenities, large lawn areas may not be practical. Where lawn grass is utilized in front yard areas, the grass shall be installed as sod as opposed to seeding or sprigging. In order to ensure the continuity of the street side landscapes, front yards which are grassed or not retained in an existing natural state will be irrigated with an approved automatic sprinkler system unless the submitted Landscape Plan can prove to the Review Board that this requirement is not necessary. The front yard shall mean the area from the front most wall of the house at the point closest to each side Lot line to the street which the house faces. In general, the landscape improvements shall be of a style and level of development consistent with similar quality subdivisions. While no monetary value is to be met as part of the landscape requirement, a landscape planting and irrigation budget of 3-4% of the total house and lot value may be considered an average.

SECTION 7 **ARCHITECTURAL CONTROL**

7.1 The external design, appearance, use, location and maintenance of the Property and of Improvements thereon shall be regulated in the manner hereinafter described so as to preserve the enhanced values and to maintain a harmonious relationship among Improvements and the natural vegetation and topography of the Property.

7.2 An Architectural Review Board is hereby established for the express purpose of ensuring compliance with the provisions of this Section. The Review Board shall initially be composed of C. Rivers Stone, James A. Neal, FAIA, Joel Van Dyke, AIA, and Kenneth R Padgett, Jr. Review Board members shall be appointed for a term of five (5) years, but may be reappointed for unlimited additional terms. At all times, at least one Review Board member shall be licensed as an architect by the State of South Carolina. In matters before the Review Board, a majority vote shall govern unless otherwise stated herein. Three members of the Review Board shall constitute a quorum, and a vote of three members is necessary to transact any Review Board business. The Review Board is hereby empowered to delegate any of its authority to a third party or parties duly authorized by the Review Board. In the event any member of the Review Board should, in Declarant's opinion, for any reason cease to be able to perform his duties properly, a replacement shall be selected by Declarant.

7.3 No Improvements, alterations, repairs, change of paint colors, change of approved landscape plans, excavations, changes in grade or other work which in any way alters any Lot or the exterior of the Improvements located thereon from its natural or improved state shall be made or done without the prior written approval of the Review Board. No Improvement or other structure shall be commenced, erected, maintained, altered or removed without the prior written approval of the Review Board.

7.4 The written approval required by Paragraph 7.3 shall be obtained by submitting to the Review Board, in the manner hereinafter set forth, (1) the Design Development; (2) the Construction Documents; and (3) the Landscape Development Plan. These submissions are briefly described as follows:

(a) Design Development is a presentation of design concepts illustrating the scale and relationship of the project to its components for review and approval as to compatibility, conformity and harmony of external design and consistency of plan with existing residences (and Improvements) of other Lots in the Subdivision and as to the location of the structure with respect to topography and finished ground elevation. This phase describes and fixes the size, shape and character of the project, type of construction, and materials. The submission shall include the following:

(1) Site plan showing (on a scale of 1:30 or larger) structure foundations, walks, drives and parking areas, clearing limits, soil and material storage areas, grading and drainage concepts including finished floor elevation, and proposed retaining walls, if any;

(2) Survey or schematic diagram showing the location of all desirable trees or shrubs on the Lot. For purposes of this provision, desirable trees are all hardwood trees which have a diameter of eight (8) inches or more at the base of the tree, and desirable shrubs shall be defined as large, mature woody understory plants such as rhododendron species, etc.;

(3) Floor plans (in a 1/8th scale or larger) showing major dimensions and openings;

(4) Area of heated floor space;

(5) Front, rear and side elevations, including major exterior materials, visible roof projections and visible mechanical equipment;

(6) Outline specifications;

(7) Exterior Building material to include manufacturer, color and texture; samples may be required of proposed materials and/or colors;

(8) Exterior trim color;

(9) Roofing material and color;

(10) Proposed surface area of all driveways and parking areas;

(11) Proposed design and location of private lightpoles (which shall be of metal pole construction, with all wires run by underground construction, unless otherwise pre-approved in writing by the Review Board);

(12) Style, placement and materials of roof gutters and downspouts; and

(13) Other materials necessary to illustrate the character of the proposed project.

(b) Construction Documents are the further development of the approved Design Development submission and shall include coordinated floor plans and specifications as follows:

(1) Working drawings (in a 1/8th scale or larger);

(2) Specifications;

(3) Special treatment required to alleviate problems anticipated due to changes in topography; and

(4) Estimated completion dates of all construction and improvements.

(c) A Landscape Development Plan prepared by a qualified landscape designer. At a minimum, the Plan must show the location, material type and, where applicable, the size and quantity of the following items if and as proposed:

(1) Proposed plantings, including lawns and mulched areas;

(2) Existing trees and vegetation to be preserved;

(3) Proposed paved areas, including walks and drives, patios, decks and terraces;

(4) Proposed irrigation system;

(5) Proposed recreational facilities as permitted herein;

(6) Proposed fences, boundary or patio walls;

(7) Proposed retaining structures;

(8) Proposed landscape grading modifications;

(9) Proposed lighting;

(10) Proposed fountains, garden ponds, or other water features;

(11) Other such proposed site elements which may be visible from off site or of a permanent nature.

The Plan is encouraged to retain existing desirable natural amenities where appropriate. Foundation plantings and grassed areas must be completed within three (3) months after a residence is occupied, with the balance of the Plan implemented within six (6) months of occupancy.

7.5 In order to prevent duplication of Buildings or Improvements to be constructed in this Subdivision and to carry out the intent of this Declaration, the Review Board is vested with full authority to approve or disapprove plans for the construction of any Building or Improvement with its major features so similar to an existing Building or Improvement as to be considered in the discretion of the Review Board a substantial duplication thereof. The Review Board shall further have the right to refuse to approve any plans or specifications for Buildings or Improvements, plot plans or landscape or recreational plans, taking into consideration such factors as it may deem

appropriate, including but not limited to the suitability of the proposed Building or other Improvement, the materials of which it is to be built, whether or not it is in harmony with the surroundings, what effect it will have on other residences already constructed and what effect it will have on the outlook for adjacent or neighboring Property.

7.6 In the event the Review Board fails to approve or disapprove plans which comply with the requirements of Paragraphs 7.4(a), (b), and (c) above within forty-five (45) days after they have been submitted to it, approval of the Review Board will be conclusively presumed and this Covenant will be deemed to have been fully complied with.

7.7 Application for approval as required herein shall be made to the Architectural Review Board at the principal office of Neal-Prince & Partners, 110 West North Street, Greenville, South Carolina 29601, or such other address as Declarant or the Review Board may hereafter designate. At the time of application, the building plans, specifications, plot plans and landscape or recreational plans shall be submitted in duplicate, with a nonrefundable review fee of \$250.00. During any year, the Review Board may increase the review fee by not more than 10% of the amount of the fee charged during the previous year if it finds it necessary in its reasonable discretion to do so. One copy of such plans and specifications shall be retained by the Review Board and the other copy shall be returned to the applicant with approval or disapproval plainly noted thereon.

7.8 Upon the approval by the Review Board of any proposed construction or alteration, the Review Board shall issue a written permit to the applicant. No construction or alteration shall be carried on until and unless such permit is obtained. All Improvements on any Lot must also be properly permitted and inspected by all applicable public and governmental agencies.

7.9 The Architectural Review Board is authorized by a majority vote of all its members to approve or ratify, in the construction or alteration of any Building or Improvement, minor violations of any provisions of these Restrictions relating to set back, location, size of Improvements or similar matters if in the opinion of a majority of all the Review Board members such shall be necessary to prevent undue hardship and to waive or vary the provisions of this Section or other provisions of this Declaration relating to use of the Property if, in the opinion of a majority of all the Review Board members, such waiver or variance would not be inconsistent with the intent and purpose of this Declaration. The approval or ratification by the Review Board in accordance with this Paragraph 7.9 shall be binding on an persons.

7.10 When 80% Lots in the Subdivision have been sold by the Declarant, the Review Board may, at its option, turn over the Review Board functions to the Association. The Association shall then appoint the Review Board members, at least one of which shall be a licensed architect. The term of this position shall be two years, and it may be held by a non-Member. The Board may authorize payment to the architect for reviewing submitted plans, with such payment to be made from the fees paid with the submission of plans.

7.11 In the event construction of any Building or Improvement is commenced on any Lot in this Subdivision and work is abandoned for a period of thirty (30) days or longer, without just cause shown, or should any Building or Improvement remain unfinished for a period of nine (9) months from the date construction began, without just cause shown, then and in either event the Review Board shall have (a) the authority to complete the structure at the Owner's expense and shall have a lien against the Lot and all Improvements to the extent of any monies expended for such completion but the lien shall at all times be subordinate to the lien of any prior recorded mortgage or mechanic's lien (but the Review Board shall have the right to contest the validity and amount of such liens); or (b) the authority to remove the Improvements from the Lot and the expense of such removal shall constitute a lien against the Lot, which lien shall be subordinate to the lien of any prior recorded mortgage or mechanic's lien. Such liens shall be foreclosed in the same manner as the procedure set forth in Section 5 for the foreclosure of liens for assessments. No actions shall be taken under this Paragraph 7.11 without giving (i) notice to any mortgagee or other lienholder of the proposed actions to be taken and giving (ii) ten (10) days in which to allow the Owner to show cause, if any, why the Review Board should not take action under this Paragraph.

7.12 Each Owner and his contractor, subcontractor, and other agents shall take full responsibility for controlling surface water run off and sediment which may adversely affect any other Property. Plans to control such run off and sediment must be submitted to the Architectural Review Board along with other required plans. Silt and erosion control devices shall be installed and maintained as required by the appropriate governmental authority and/or the Declarant. Silt and erosion control installation details are available from the Architectural Review Board. In general, silt fencing shall be placed on the lower side of all disturbed soil. Erosion control structures shall be inspected by the Owner or representative at least once a week and immediately following all appreciable rainfall events. If during Individual Lot development there is a need to perform grading which concentrates stormwater run-off, the Owner shall ensure that a stone check dam (per detail available from the Review Board) is installed at the discharge point. At no time shall a Owner or representative grade a Lot so as to change the major flow of water drainage which existed prior to development or allow drainage from the Lot to be discharged in a concentrated form, unless the concentrated flow existed prior to development of the Lot. Notwithstanding any plans as may be submitted, the Review Board may require additional reasonable measures of Lot Owners to prevent or control excess run off or sediment during construction or thereafter. However, responsibility for the surface water run off will be that of the Owner and not that of the Review Board. Construction sites may be subject to periodic on-site inspection by the appropriate authority. The Owner shall be financially responsible for any fines that are levied by the appropriate governmental authority due to failure to comply with the aforementioned silt and erosion control measures.

7.13 No member of the Review Board shall be liable for any act or omission while performing his/her duties on the Review Board, nor shall any member be liable for any claims made because of approval or disapproval of plans. The Review Board is a review board and not an architect or inspector and is not responsible for verifying that the plans or specifications meet or satisfy the requirements of County or State ordinances, building codes or accepted building standards. The Review Board shall compare the completed work to the approved plans and shall make recommendations to the Board for actions to be taken in the event of non-compliance. The Board shall defer to the Review Board for recommendations on any design or construction related issues concerning the use and maintenance of all Property within the Subdivision.

7.14 All construction on any Property in the Subdivision shall be performed by a licensed contractor or builder approved by the Review Board. Such approval may be withheld by the Review Board in its sole discretion. All builders shall provide three (3) written favorable references to the Review Board from owners of homes previously built by such builder requesting approval.

7.15 All builders shall carry at least the minimum statutory level of insurance.

7.16 Neither the Architectural Review Board nor the Association makes any representation or warranty as to any builders approval to build in the Subdivision.

SECTION 8 USE AND IMPROVEMENTS; RESTRICTIONS

8.1 Each Lot and the residence and Improvements thereon and the Common Area and facilities shall be utilized for the following uses and shall be subject to the following Restrictions, and to those restrictions set forth In the Bylaws:

.....

(g) No Owner shall display, or cause or allow to be displayed, to public view any sign, placard, poster, billboard, or identifying name or number upon any residence, Building or any portion of the Common Area and facilities, except as may be allowed by the Association pursuant to its By-laws, provided, however, that the Declarant, any Owner and any mortgagee who may become the Owner of any Lot, or their respective agents, may place one (1) "For Sale" sign not larger than 18" x 24" on any Lot. The Association shall have the right to cause the removal of any sign not in compliance with this subparagraph, and this right of removal shall include all "political" signs.

.....

(i) No person shall undertake, cause, or allow any alteration or construction in or upon any portion of the Common Area and facilities except at the direction of and with the express written consent of the Association.

.....

(o) Property Owners may be required to keep tall planted materials maintained to a height which will not obscure surrounding property owners' mountain or horizon views. This is not to include existing trees. Plant and landscape materials shall not be placed so as to obscure sight lines along roadways at intersections or driveways. Further, all Owners shall be required to maintain their lots and any Improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the Subdivision or the surrounding Property. Vegetable gardens, woodpiles, compost piles, pet houses, yards or cages, sandboxes or other children's play equipment shall be located only in the rear yard of any Lot and shall not be visible from the street. Children's playhouses, storage buildings and similar structures shall be subject to prior written approval by the Review Board, and approval will be at the sole discretion of the Review Board.

.....

(s) All mailboxes shall be uniform in appearance, and Owners shall pay, as part of their closing costs, a one-time acquisition and installation fee to the Association, which shall arrange for acquisition and placement of such mailboxes in accordance with all applicable federal regulations. Owners' names, and house names shall not be placed on the front of homes or on signs placed on Lots.

(t) No exterior antennas, solar panels, satellite dish antennas or basketball goals shall be allowed unless pre-approved in writing by the Review Board, which items shall be screened from the street where the Property is located.

(u) No tree having a trunk diameter of eight (8) inches or more shall be removed or relocated on any Lot without prior written approval of the Architectural Review Board.

(v) No railroad ties or similar material shall be incorporated into any landscape design for any Lots.

(w) All residential Buildings must be completed in a workmanlike manner. No construction debris shall be left on site during construction or allowed onto streets or neighboring Property. No burial of construction debris and refuse shall be allowed on site or on the neighboring Property. No rocks or sand or silt or mud shall be allowed to form or flow upon the Common Areas, Private Roads or neighboring Property. Any damage(s) to any street, curb or gutter which occurs as a result of construction or a maintenance activity relating to any Lot shall be promptly repaired by the Owner of such Lot. If such Owner fails or refuses to remove such debris and refuses to complete such repairs, then the Association shall have the right to delegate and/or complete such repairs. All costs and expenses incurred in completing such work shall be reimbursed by the Owner to the Association. In the event such reimbursement does not occur within thirty (30) days following demand from the Association, the outstanding sum shall be deemed to be an assessment and processed pursuant to the provisions set forth in Section 5 herein.

(x) The burning of any debris either during or after construction of a home shall require the prior written approval of the Architectural Review Board on a case by case basis; furthermore, all governmental regulations shall be complied with.

(y) No tennis courts shall be constructed on any Lot subject to this Declaration.

8.2 All curbs and other concrete surfaces within the Common Areas shall remain unpainted. No obnoxious or offensive activity, including any activity which creates loud or offensive noises, shall be carried on upon the Property, nor shall anything be done which may be or may become a nuisance or annoyance to residents within the Subdivision.

SECTION 9 EASEMENTS

9.2 An easement is reserved within the Private Roads and along the front, side and rear lines of the Lots and Common Areas, ten (10) feet in width, for drainage systems installation, maintenance and operation; and for publicly authorized utilities having this Subdivision in their respective territories for the purposes of installing, operating and maintaining water, sewer, electric, gas, telephone and cable television services to the Subdivision lots. Specifically excluded from the use of this easement is any overhead utility transmission equipment except when temporarily serving the construction of improvements on a Lot or the Common Areas or Private Roads in the

Subdivision. In the event cable television, security system or other communications services may be acquired for Members by the Association, the Declarant and Association may utilize these same easements for providing such services. The easement shall be fifteen (15) feet in width where a Lot or Common Area abuts property not within the Subdivision or along a creek or stream. These easements shall not be used to service property outside the Subdivision unless such use is approved by Declarant or by a two-thirds (2/3) majority of the Association Board.

.....

9.4 An easement of ten (10) feet in width is reserved for sidewalks, landscaping and irrigation over the Lots along the private roads and Common Areas.