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Russell Shirts Washington County Recorder

08/12/2019 10:56:16 AM Fee \$40.00 By ASPEN

TITLE

## Architectural Guidelines

### Tuscan Hills Phase 4 Single Family Lots

**SG-TUNH-4-1 thru 14**

#### ARTICLE 1 – ARCHITECTURAL CONTROL COMMITTEE (ACC)

1.1 Creation. The Declarant may appoint an Architectural Control Committee (hereafter referred to as the ACC) consisting of three (3) persons, one of whom shall be knowledgeable in the area of residential development. The Declarant shall have the power to remove members of the Committee and fill vacancies on the Committee until the earliest of the following: (a) The Declarant relinquishes this power in writing; (b) Ninety percent (90%) of all Lots and HOA Lots on the Property have been sold; or (c) Residential structures have been constructed on seventy-five (75%) of all Lots and HOA Lots in all phases of Tuscan Hills Subdivision and such structures are legally occupied. When the Declarant ceases to have this power, it shall give written notice of this event to each property owner and thereafter the property owners in Tuscan Hills Subdivision shall, within sixty (60) calendar days, elect new members of the ACC. Each Lot and HOA Lot Owner shall have one vote for each lot owned. The initial ACC members elected by the lot owners shall be elected for terms of three years. Members of the ACC may receive compensation for services rendered from fees charged for submittal and approval of plans. The ACC shall adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties. The ACC may fix the time and place for its regular meetings and such other meetings as may be necessary. The ACC shall meet monthly, or more or less often, on a regular basis as determined by the Committee. Written minutes shall be kept of ACC meetings and such minutes shall be open to lot owners for inspection at reasonable times upon request. The ACC shall, by majority vote, elect one of its members as chairman and one of its members as secretary. The duties of each will be such as usually appertain to such offices.

1.2 Approval of Plans. No construction, remodeling, addition or modification of any kind of any structure and no excavation, grading or modification of the topography of any lot within the Property may occur without the written consent of a majority of the ACC. Submission and approval of applications to engage in the above activities shall be governed by rules, regulations and standards adopted by the ACC. The initial rules and regulations, subject to amendment by the ACC, are attached as Addendum A. After termination of the right of the Declarant to appoint and remove ACC members as set forth in herein, any rule or regulation may be amended, adopted or repealed by majority vote of all lot owners, by one vote for each lot owned. The issuance of a permit or granting of any approval by any governmental entity with respect to any matter shall not bind or otherwise affect the power of the ACC to refuse to approve such matter. Applications for approval shall be passed upon by the ACC within thirty (30) days of submission. In the event the ACC has not acted upon an application within such thirty

(30) day period, the application will be deemed to be approved. At the time of initial purchase of a Lot or HOA Lot, the purchaser shall deposit with Declarant the sum of \$2,000.00 to insure compliance with this Section. Upon the determination of the ACC that the provisions of this Section have been met, and after issuance of a certificate of occupancy for the building by the City of St. George, Utah, the deposit shall be returned, without interest, to the person making the deposit. In the event that the provisions of this Section are not complied with in any regard, the deposit shall be deemed forfeited to the Declarant and the Declarant shall be entitled to use such funds as deemed fit, including, but not limited to, the payment of costs and attorney fees incurred in enforcing this Section.

1.3 Immunity from Liability. The ACC shall not be held liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this Declaration. Any errors or omissions in the design, construction, improvement, or landscaping of any structure or property, and any violation of this Declaration or of any law or regulation, are the sole responsibility of the lot owner and the applicable designer, architect, or contractor. The ACC's review of plans shall in no way be concerned with structural, engineering or mechanical integrity or soundness, nor compliance with applicable laws or regulations.

1.4 Injunctive Relief. Purchasers or lot owners within Tuscan Hills Subdivision acknowledge that any construction, remodeling, addition or modification of any kind of any structure and any excavation, grading or modification of the topography of any lot which occurs without the written consent of a majority of the ACC will cause irreparable harm to other owners and purchasers within Tuscan Hills Subdivision. Based thereon, any violation of this Article by any person shall entitle the ACC, the Declarant, or the purchaser or owner of any lot within any phase of Tuscan Hills Subdivision to enforce this provision through immediate injunctive relief through the appropriate court. By purchasing a lot within Tuscan Hills Subdivision, such purchaser or lot owner, for themselves and their agents, representatives, successors and assigns, waives any and all defenses to the granting of such injunctive relief. Additionally, any purchaser or lot owner of any lot within Tuscan Hills Subdivision agrees that such injunctive relief is in addition to any other damages or claims which the ACC, the Declarant, or any purchaser or lot owner within Tuscan Hills Subdivision may have hereunder or pursuant to law.

## ARTICLE 2 – ARCHITECTURAL GUIDELINES

2.1 Land Use and Building Type. None of the Lots within Phase 4 shall be used except for residential purposes, except for designated structures in the Community Common Areas. No building shall be erected, altered, placed or permitted to remain on any lot other than single-family detached dwellings not to exceed two (2) stories unless less than thirty five (35) feet in height. All exteriors are to be patterned after the architectural style and designs of Italian Mediterranean, Spanish Mediterranean, Early California Colonial, Santa Barbara or a combination of the same as determined by the

ACC. All homes on Lots 7-9 shall have a minimum of two-car garages and a minimum of 2400 square feet for a single level unit and 3000 square feet for a two-story unit. All homes on Lots 1-6 and 10-14 shall have a minimum of two-car garages and a minimum of 1800 square feet for a single level unit and 2400 square feet for a two-story unit. All residences shall have a concrete paved driveway connecting the garage with a street in such a way as to allow safe ingress and egress. All construction shall be of new materials. Living area shall be defined as indoor conditioned (heated and cooled) areas exclusive of garages.

2.2 Exterior Building Materials. Exterior building materials shall be limited to natural or man-made stone, brick when used only as a trim or accent to stone, and stucco, or a combination of the same. At least twenty five percent (25%) of the front elevation of the residence must be natural or man-made stone. All soffit and fascia materials must be stucco or exposed wooden tails with an open fascia design. No vinyl, aluminum, or hardboard siding shall be allowed. No log homes will be allowed. All exterior construction shall be of such colors as have been designated by the Declarant in the Declarant's color palette. A copy of the Declarant's color palette may be obtained from the On-Site Sales Office or the ACC.

2.3 Roofing Material. Roofing material shall be limited to tile in such colors and styles as have been designated by the Declarant in the Declarant's color palette. A copy of the Declarant's color palette may be obtained from the On-Site Sales Office or the ACC.

2.4 Garages and Storage Buildings. All residences constructed on any lot within the Property shall be constructed with a fully enclosed, private, attached garage, built to accommodate at least two vehicles. Residences may have garages for more than three vehicles as long as the overhead doors for no more than two vehicles are visible from the street directly on front of the residence. Garage overhead doors over eight (8) feet in height must have special approval from the ACC. All garages and storage buildings shall be constructed of the same exterior materials, and shall be in harmony and architecturally compatible with the residence.

2.5 Roof Mounted Heat Pumps and Solar Panels. No solar panels, heat pumps and/or air conditioning or heating units shall be allowed to be mounted on roofs. All such units shall be installed on the ground in the side or rear yard of the lot to limit, as much as possible, visibility from any street.

2.6 Driveways and Walkways. The primary driveway (that is the driveway leading from the street to the garage) and primary walkways (that is walkways leading from the street or driveway to the entrance of the residence), shall be constructed of concrete. All other driveways and walkways shall be constructed of a material commonly used for such purposes and approved by the ACC. In no event shall a driveway or walkway be constructed of dirt, sand, clay or road base material. No RV or other parking pad shall be allowed on a Lot unless approved by the ACC, set behind the front plane of the house and screened from view by a six (6) foot fence.

2.7 Landscaping. All landscaping plans are to be professionally designed and turned into the ACC for approval prior to installation. The front and side yards of all homes are to be landscaped with completion of the residence and prior to occupancy. At the time of the original purchase of any Lot or HOA Lot, the purchaser shall deposit with the Declarant the sum of \$2,000.00. Such deposit shall be held by the Declarant to insure: 1) the lot is kept weed free and clean prior to construction; 2) installation of the required landscaping is completed prior to occupancy; 3) the lot is kept clean and orderly during and after construction; 4) any damaged subdivision improvements are repaired. The deposit shall be returned to the person making the deposit upon the ACC's determination, after inspection, that all landscaping has been installed as approved by the Committee, that lot is in a clean condition, and that all subdivision improvements damaged during or in connection with construction activities have been properly repaired. In the event the front and side yard areas are not landscaped prior to occupancy, the lot has not been kept clean as deemed appropriate by the ACC, or damage done to subdivision improvements have not been properly repaired, the deposit shall be deemed forfeited to the Declarant and the Declarant shall be entitled to use such funds as deemed fit, including, but not limited to, the payment of costs and attorney fees incurred in enforcing this Section. The Declarant shall have no obligation to use such deposit for the installation of required landscaping, the cleaning of the lot, or the repair of subdivision improvements. Lots shall be landscaped such that all unpaved portions of street front or street side yards shall be planted in grass, approved artificial turf, other ground cover, or rock, all as acceptable to the ACC. Unless waived in writing by the ACC based upon special circumstances, front yard landscaping shall be planted with a minimum of fifty percent (50%) desert or xeriscape landscaping and a maximum of fifty percent (50%) of grass, turf or other ground cover. Landscaping shall be maintained at a reasonable standard compatible with other homes in the subdivision. Shrub and tree planning on corner lots shall be located so as not to create a hazard for the movement of vehicles along streets. Landscaping on street islands or on corners may not obstruct the line of site (ground-cover being a maximum of three feet high and tree foliage being a minimum of eight feet high within ten feet from top back of curb or as outlined in 10 below) and conform to city standards. Lots shall be kept free of all tall, noxious or offensive weeds and plant growth by the owner of said lots prior to construction and well maintained thereafter. Should excessive growth occur on any lot prior to construction or finished landscaping be improperly maintained in the opinion of the ACC, the owner shall be notified by the ACC, in writing, of such condition and shall be given thirty (30) days to correct the same, after which time the ACC may order such correction, the expense of which shall be charged to the owner of the lot or lots.

2.8 Fences, Walls and Barriers. All fencing shall be of pre-cast concrete of the same type and color as the perimeter wall installed by the Declarant. Retaining walls are to be of landscape rock matching that installed throughout the community by the Declarant, unless specific approval is obtained in writing from the ACC. The design and color of any other wall or barrier must receive written approval from the ACC. Wrought iron similar to that in the Tuscan Hills entry monument may be used in connection with any of the foregoing as long as the portion of the fences, walls and barriers consisting of

wrought iron does not exceed fifty percent (50%) of the total fence, wall or barrier. All walls, fences and barriers shall be kept and maintained in a visually pleasing manner and in a state of good repair.

2.9 Sight Distance at Intersections. No fence, wall, hedge, or shrub which obstructs sight lines at elevations between three (3) and eight (8) feet above the roadways shall be placed or permitted to remain on any corner lot or roadway island within a triangle formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on a driveway or alley. No tree shall be permitted to remain within such distance of intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

2.10 Slope and Drainage Control. No structure, planting or material shall be placed or permitted to remain and no activities shall be undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. No change in the elevation of a lot shall be made and no change in the condition of the soil or level of the land of a lot shall be made which results in any permanent change in the flow and drainage of surface water, which is detrimental to any other lot within the Property. Construction of improvements and installation of landscaping shall be done in such a way that drainage water is retained on the lot and/or conveyed to appropriate drainage facilities and as not to detrimentally drain onto or across any other lot. The slope control areas of each lot and all improvements in them shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility company is responsible.

2.11 Sewage Disposal. No individual sewage disposal system shall be permitted on any lot, part or portion of the Property.

2.12 Preservation of Views. In planning, constructing, installing and maintaining any structure, improvement or landscaping on any lot, the Owner thereof shall take reasonable measures in an effort to not unduly restrict the views of surrounding lots and properties. In no case shall any structure exceed thirty five feet (35') in height as measured from the main ground floor of the structure. Additionally, no structure shall exceed two stories in height above ground level unless approval is first obtained from the ACC.

2.13 Building Location. All buildings shall be located on all lots so as to comply with any requirements noted on the Plat and so as not to be in violation of St. George City ordinances with respect to minimum setbacks. The above notwithstanding, in no event shall any portion of any building including eves or steps, encroach upon any other lot. All construction shall be made only within designated and approved building pads.

2.14 Prohibited Structures. No basement home, earth or berm home, re-located

home, mobile home or pre-manufactured home shall be placed, located or constructed on any lot. No structure of a temporary character, trailer, mobile home, basement with no upper structure, pre-manufactured home, tent, shack, garage, barn or any outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. The ACC may allow a temporary trailer for construction or sales purposes.

2.15 Signs. Except as otherwise provided herein, no signs of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot for identification (numbering) purposes. One sign of not more than five (5) square feet on each side may be used for advertising the lot for sale or rent or identifying the home during construction. Except as specifically provided in this *Section 16*, no signs, including but not limited to banners, flags or streamers of any nature, shall be allowed on any lot. The above notwithstanding, signs used by the Declarant to advertise the development and/or initial sale of any lot, part or portion of the Property shall be excluded from this restriction. With written approval from the Declarant, a Builder of 10 or more potential homes within said community may also be excluded from this restriction. During the construction of a residence on a lot, one sign, not more than sixteen (16) square feet in size per side, advertising or publicizing the contractor of the residence, shall be allowed. Any such sign shall be removed upon completion of construction.

2.16 Care and Maintenance. Without limiting any other provision of this Declaration, each Owner shall maintain and keep such Owner's lot at all times in a safe, sound and sanitary condition and refrain from any activity which might interfere with the reasonable enjoyment by other Owners of their respective lots. All structures, landscaping and improvements shall be maintained in good condition and repair at all times.

2.17 Nuisances. No noxious or offensive activity shall be carried on, or be allowed to be carried on, upon any lot, part or portion of the Property, nor shall anything be done thereon which may become an annoyance to the neighborhood. This includes dogs or any other animals that are not kept within the boundaries of the owner's properties. No lot shall be used for any illegal purpose.

2.18 Animals, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, part or portion of the Property, except that dogs, cats or other domesticated household pets, not exceeding two (2), may be kept in a residence constructed on a lot, or on the lot in a suitable enclosure, provided that they are not kept on any lot so as to be visible from other lots or residences, and are not kept, bred or maintained for any commercial purpose. Such animals as are permitted shall be strictly controlled and kept pursuant to all applicable laws, ordinances, rules and regulations. Pet owners shall be responsible to remove all pet feces from public and common areas. Pets shall not be kept if they create noise or odors that, in the opinion of the ACC, constitute a nuisance.

2.19 Garbage and Refuse Disposal. No lot, part or portion of the Property shall

be used or maintained as a dumping ground for rubbish, rubble, trash, garbage or other waste. All trash, garbage, rubbish, rubble, or other waste shall be kept in sanitary containers, which are emptied on at least a weekly basis. No unsightly materials or other objects are to be stored on any lot in view of the general public or neighboring lot owners. No rubbish, trash, papers, junk, or debris shall be burned upon any lot, part or portion of the Property.

2.20 Storage of Materials. No lot, part or portion of the Property shall be used or maintained as storage for building materials except during construction of improvements on the lot. Once a dwelling is occupied or made available for sale, all building materials shall be removed or stored inside such dwelling.

2.21 Inoperable Vehicles. No type of motor vehicle which is inoperable for any reason shall be permitted to be parked upon any street, lot, or part or portion of the Property, except in an approved, enclosed garage. In the event any inoperable motor vehicle remains outside upon any street, lot, or part or portion of the Property for a period exceeding twenty (20) days, the same may be removed after ten (10) days written notice to the lot and vehicle owner. The cost and expense of such removal shall be borne by the lot owner and vehicle owner. As used in this section, inoperable vehicle shall mean any motor vehicle which is unable to be legally operated in a normal manner upon the streets under its own power, or is unlicensed or unregistered for a period of ninety (90) days or more. No automobile, recreational vehicle, commercial vehicle, other motorized vehicle, or any portion thereof, shall be dismantled, rebuilt, serviced, repaired or repainted on or in front of any lot unless performed within a completely enclosed garage or other permitted structure located on the lot which screens the sight and sound of such activity from the public streets and neighboring lots.

2.22 Boats, Recreational, Trucks, Trailers and Other Vehicles. No boats, motorcycles, trailers, buses, motor homes, campers or other such vehicles shall be parked or stored upon any lot except on the side or back yard area. Such vehicles may be parked in the driveway for no more than two (2) days while preparing for or cleaning up after use. In no event shall any such vehicles be parked on a landscaped or common area. All such vehicles shall be properly registered and licensed, or meet such other governmental approval as may be required. Trailers and motor homes with a length in excess of fifty (50) feet and trucks of a gross vehicle weight over ten thousand (10,000) pounds are not allowed to be placed, parked, or stored upon any street, lot, or part or portion of the Property. All trailers and recreational vehicles must be placed within an enclosed garage or behind a privacy wall. The storage of one (1) camper, camp trailer or motor home, and one (1) ATV trailer belonging to the lot Owner shall be allowed provided such storage is confined to the side or rear yard area or garage, is behind a fenced area, is not occupied in any fashion or manner and is approved in writing by the ACC.

2.23 Antennas. No external radio, television, dish or other antenna of any kind or nature, or device for the reception or transmission of radio, microwaves or other similar signals shall be constructed or maintained on any lot or residence in such a

manner as to extend above the height of the residence on the lot nor shall such devices be located on any lot or on any residence on any lot so as to be visible from the street. Satellite dishes shall only be allowed in backyard areas and only if screened from view from streets and other lots.

2.24 Oil and Mining Operations. No drilling, quarrying or mining operations of any kind shall be permitted upon, in or under any lot or part or portion of the Property, nor shall any oil or gas well, tank, tunnel, mineral excavation or shaft be permitted upon, in or under such lot or part or portion of the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or part or portion of the Property.

2.25 Commercial Activities Prohibited. Lots shall not be used for, or in connection with, the conduct of any trade, business, professional or commercial activity of any kind. However, this restriction shall not prohibit an owner or resident from (a) maintaining his personal professional library therein; (b) keeping his personal business or professional records or accounts therein; or (c) handling his personal business or professional telephone calls or correspondence there from.

2.26 Re-subdivision or Combining of Lots. No lot within the Property shall be divided, subdivided, partitioned, parceled or broken up into smaller lots or units. In the event any person desires to combine two or more lots, either by use or plat amendment, approval shall first be obtained from the ACC. The responsibility to comply with all legal requirements and pay all costs associated with such combination shall be borne exclusively by the person desiring such combination of lots.

2.27 Damages. Any damage inflicted upon existing improvements such as curbs, gutters, streets, sidewalks and such, by the purchaser or owner of any lot and/or their agents or builders, must be repaired as soon as possible after such damage is discovered, and the expense of such repair shall be borne by the lot purchaser or Owner.

2.28 Use of Common Area. All owners in have access to and use of the *Community Common Areas*. Single family owners are hereby prohibited and restricted from using any of the *Townhouse Common Areas*, other than as permitted in this Declaration or as may be allowed by the Trustees. As part of the overall program of development of the Property into a residential community and to encourage the marketing thereof, the Declarant shall have the right of use of the Common Area and facilities thereon without charge during the sales and construction period to aid in its marketing activities.

**ADDENDUM A****ARCHITECTURAL APPROVAL SUBMITTAL AND BUILDING GUIDELINES**

While the controls exercised by the Architectural Control Committee (hereafter referred to as the "ACC") must be maintained, the ACC does not intend to stifle innovative designs or architectural freedom. If any design elements of a prospective home appear to be in conflict with the controls or recommendations set forth, such conflicts must be resolved by the ACC and will, whenever possible, be resolved in favor of aesthetic and design quality. A fee of three hundred dollars (\$300) must be submitted with each Architectural Approval Submittal for the review, inspection and enforcement of the Architectural Guidelines.

The guidelines and restrictions contained herein are consistent with the provisions of the recorded covenants, conditions and restrictions of the Tuscan Hills Subdivision (hereinafter "Covenants"). The Covenants are on record in the office of the Recorder, Washington County, Utah, at 87 North 200 East Street, St. George, Utah. Any violations of these guidelines or the Covenants may result in required changes to floor plans, colors, materials, etc. at the owner's and/or contractor's expense.

No construction may begin in the Tuscan Hills Subdivision without the issuance of a building permit issued by the City of St. George. A set of drawings and specifications with the ACC's stamp or signature of approval must be submitted to the City of St. George to obtain a permit. This stamp or signature of approval will be given upon compliance with all provisions stated in the Covenants and these rules, regulations and standards and by execution of a final agreement as established by these rules by the owner and contractor legally responsible for the proposed construction.

**SECTION 1.**

Two (2) complete sets of floor plans, outside elevations, and site plans as set forth and containing, at a minimum, the information listed below, shall be submitted to the ACC no less than ten (10) days prior to the desired date for commencement of construction. Both sets will be stamped or signed and one will be returned and the other will be kept by the ACC to insure compliance. The plans must contain all of the following:

**A. SITE PLAN**

1. Show scale and over-all dimensions.
2. Indicate lot number and street name.
3. Indicate setback from street (front yard minimum setback is twenty-five (25) feet, side yards minimum setbacks are ten (10) feet and ten (10) feet and rear yards are ten (10) feet minimum) or according to St. George City code.
4. Indicate grade elevations at front corners of lot and finished floor elevations.
5. All finished floor elevations must be a minimum of twelve (12) inches above the crown of the road of the front street elevations. Finished floor elevations

are to be consistent with existing homes on the adjacent lots. (In instances where the contour of the land prohibits compliance, a special examination of the site will be made by the ACC and determination will follow.)

6. Location of the HVAC unit shall be noted. No HVAC unit will be placed on the roof.

**B. FLOOR PLAN**

1. Show scale and over-all dimensions.
2. Indicate window and door locations and sizes.
3. Show location of all HVAC units, satellite dishes, and any other mechanical and/or non-mechanical devices. Locations of these items must be in the rear of the house and out of street view. (Special consideration will be given when rear installation is not feasible. In such situations, the unit must be screened from the street view with materials compatible with materials used in the construction of the house.)

**C. ELEVATIONS**

1. Note scale on plan
2. Show finish materials.
3. Follow required architectural styles.

**D. COLOR SCHEMES AND EXTERIOR MATERIALS**

1. Colors shall be selected from those colors contained in the Developer's approved color palette. A copy of the approved color palette may be obtained from the On-Site Sales Office or the ACC. The Declarant and the ACC reserve the right to reject any scheme not consistent with the approved Declarant's color palette.
2. The general design expressed in the front of the house must continue to each side elevation.
3. Innovative designs used on the front of the house using stone or other materials will be considered on an individual basis.

**H. LANDSCAPING, AND SPECIAL RESTRICTIONS**

1. Fences and swimming pools will follow the St. George zoning requirements.
2. All required landscaping (as outlined in paragraph 2.7 of the Architectural Guidelines) will be completed prior to occupancy.
3. Basements: A geotechnical investigation was performed by a Geotechnical Engineer. The results of the investigation and specific recommendations of construction are compiled in a report. This report is available from the Developer at the On-Site Sales Office. Owners, builders and contractors should become familiar with this report and comply with its recommendations.

**I. EASEMENTS**

1. Easements for installation and maintenance of utilities and drainage are

reserved as shown on the recorded plat. Structures of any type are prohibited within these easements. Plants, fences, sidewalks, patios, or other materials may be placed or permitted to remain within such easements which will not damage utilities, or which will not obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility is responsible.

## **SECTION 2.**

During the course of construction, owners and contractors will comply with the following conditions and agreements:

- A. TRASH RECEPTACLES AND DEBRIS REMOVAL.** Owners and contractors shall clean up all trash and debris at the end of each day. An approved receptacle must remain on the site at all times for this purpose to contain all lightweight materials or packaging. Trash receptacles must be emptied at least once a week (and more often if necessary) at an appropriate off-site facility.
- B. CONCRETE TRUCKS.** Concrete trucks may be washed out only on the lot being built upon and inside the construction area of such lot. No concrete trucks shall be washed out on any other lot within the subdivision. The owner and contractor are responsible for containing all washouts to preclude this water from entering washes and contaminating tree roots.
- C. CLEANLINESS.** During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore, or affecting other parcels or any easement. Any cleanup costs incurred in enforcing these requirements shall be payable by the owner and contractor. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed.
- D. MATERIALS STORAGE.** Construction materials shall be stored on the lot, only for such time as reasonably needed and in orderly array.
- E. SANITARY FACILITIES.** Each owner and contractor shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets must be provided.
- F. VEHICLES AND PARKING AREAS.** All construction vehicles shall be parked within the lot being built upon or on the public street.
- G. CONSERVATION OF NATIVE LANDSCAPE.** The ACC shall have the right to protect major terrain features, rocks, or plants. Any trees or branches removed during construction must be promptly cleaned up and removed from the construction site.

**H. DUST AND NOISE CONTROL.** The owner and contractor shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud from streets that is the result of construction activity on the site and the owner shall ensure that the contractor undertakes such responsibilities. The volume of stereos, radios or any equipment must be maintained at a **LOW LEVEL** that does not disturb the quiet peace and enjoyment of adjoining property owners or the surrounding neighborhood.

**I. MATERIAL DELIVERIES.** All building materials, equipment and machinery required to construct a residence must be delivered to and remain within the lot. This includes all building materials, earth moving equipment, trailers, generators, mixers, cranes, and any other equipment or machinery.

**J. FIREARMS.** Carrying any type of firearm on the Property by construction crews is prohibited.

**K. ALCOHOL AND CONTROLLED SUBSTANCES.** The consumption of alcohol or use of any controlled substance on any construction site is prohibited.

**L. FIRES AND FLAMMABLE MATERIALS.** Careless disposition of cigarettes and other flammable materials, as well as the build-up of potentially flammable materials constituting a fire hazard on the construction site, is prohibited.

**M. RESTORATION OF PROPERTY.** Upon completion of construction, each owner and contractor shall clean his construction site and repair all property which has been damaged, including but not limited to, restoring natural contours, rocks, trees, and natural vegetation as approved or required by the ACC. Each owner and contractor involved with construction activities on any lot in the subdivision shall repair any damage to sidewalks, curbs, gutters, streets, culverts, drainage, pathways, or other subdivision improvements caused by construction, construction traffic, or other causes related to construction activities. The repair of such subdivision improvements shall be made as construction on the lot is completed and before the issuance of a certificate of occupancy by the City of St. George. The deposit required by paragraph 1.2 of the Architectural Guidelines shall not be refunded until the requirements of this paragraph are met.

**N. CONSTRUCTION SIGNAGE.** Temporary construction signs shall be limited to one sign per site not to exceed sixteen (16) square feet of total surface area. The sign shall be free standing, not to exceed six (6) feet in height above the natural grade, of a design as set forth in paragraph 2.15 of the Architectural Guidelines, and in a location within the site as approved by the ACC. Attachment of signs or similar material to trees or rocks is strictly prohibited.

**O. DAILY OPERATION.** Daily working hours for each construction site shall be from 30 minutes before sunrise to 30 minutes after sunset.

IN WITNESS WHEREOF, this document is to be executed on the 8<sup>th</sup> day of  
August, 2019.

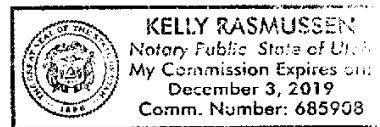
**HASKELL HOMES, INC.:**

Guy M. Haskell  
Guy M. Haskell, President

STATE OF UTAH )  
ss.  
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me this 8 day of August,  
in the year 2019, by Guy M. Haskell, President of Haskell Homes, Inc.

Kelly Rasmussen  
\_\_\_\_\_  
Kelly Rasmussen  
Notary Public



**EXHIBIT "A"**

LOTS 1-14, TUSCAN HILLS PHASE 4 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER.