

ARCHITECTURAL REVIEW BOARD POLICIES

POLICY STATEMENT

Property in Cobblestone Country Club is subject to certain restrictions as defined in the Cobblestone Country Club Homeowners Association's Declaration of Covenants and Restrictions and the requirements contained in this Design Review Manual.

The ARB does not seek to restrict individual taste or preferences. In general, its aim is to avoid harsh contrasts in the landscape and architectural themes of Cobblestone Country Club and to foster thoughtful design so that there is harmony between the residences and their neighboring residences. The ARB intends to be completely fair and objective in the architectural review process and to maintain a sensitivity to the individual aspects of design.

LIMITATION OF RESPONSIBILITIES

The primary goal of the ARB is to review the applications, plans, specifications, materials and samples submitted to determine if the proposed structure conforms in appearance and construction criteria with the standards and policy as set forth by the ARB. The ARB does not assume responsibility for the following:

- 1) The structural adequacy, capacity or safety features of the proposed improvement or structure.
- 2) Soil erosion, uncompactible or unstable soil conditions.
- 3) Compliance with any or all building codes, safety requirements, governmental laws, regulations or ordinances.
- 4) Performance or quality of work of any contractor.

APPLICATION WITHDRAWAL

An application for withdrawal may be made without prejudice, provided the request for withdrawal is made in writing and filed with the ARB prior to the review and/or action on the application.

APPEAL

If an application has been denied, or the approval is subject to conditions which the homesite purchaser or Builder feels are unacceptable, the homesite purchaser or Builder may request a hearing before the full ARB to justify his/her position. After the hearing the ARB will review its decision and notify the homesite purchaser or Builder of its final decision within ten (10) days of the hearing.

VARIANCES

All variance requests shall be made in writing. Any variance granted shall be considered unique and will not set any precedent for future decisions.

CONSTRUCTION INSPECTIONS

Periodic inspections may be made by the ARB while construction is in progress to determine compliance with the approved architectural plans and specifications. The ARB is empowered to enforce its policy, as set forth in the Declaration and this manual, by any action, including an action in a court of law, to insure compliance.

JOB SITE CONDITIONS

- 1) It is required that all construction sites be maintained in a clean and orderly fashion throughout the construction process.
- 2) Lots without units shall also be maintained at all times. Neighboring lots may not be used for the storage or dumping of construction debris, dirt, trash or similar items.
- 3) All employees and subcontractors must be registered with Cobblestone Country Club Homeowners Association.
- 4) All construction traffic shall enter Cobblestone Country Club through construction entrance(s), as established by the Developer from time to time.
- 5) For security purposes, the homesite purchaser or Builder may be required to furnish a list of all contractors, sub-contractors, and employees who are permitted entry into Cobblestone Country Club.
- 6) Construction hours are currently set during 7:30 am to 6:00 pm, six (6) days a week (excluding Sundays and nationally recognized holidays) but are subject to rules and regulations as published by the ARB from time to time.
- 7) All homesite purchasers or Builders are required to post and keep on record with the ARB, a 24 hour emergency phone number.
- 8) All homesite purchasers or Builders are required to provide portable restroom facilities on all job sites.
- 9) All homesite purchasers or Builders are required to provide at least one trash dumpster for every home under construction.
- 10) No flags, banners, or signs will be permitted unless approved by the ARB.
- 11) Infractions of the published construction rules may be cause of a ~~\$500.00~~^{#1000.00 BB} fine per infraction and/or the suspension of a homesite purchaser or Builder's contractor or sub-contractor from the project.

CONSTRUCTION DEPOSITS

All homesite purchasers or Builders are required to post a ~~\$500.00~~^{\$1000.00 BB} construction deposit per homesite under construction. The deposit check must accompany the Application for ARB approval. The deposit shall be held by the ARB until the final survey and certificate of occupancy is received by the ARB, and a field inspection is completed. The deposit shall be utilized to repair, replace or clean up areas that are damaged due to the homesite purchaser or

Builder's construction activities. The homesite purchaser or Builder will be notified twenty-four (24) hours prior to use of deposit funds, allowing the homesite purchaser or Builder to rectify the problem before funds are expended.

DESIGN DOCUMENT CHANGES

The homesite purchaser or Builder must notify the ARB prior to making any changes to the approved plans. A letter with applicable support data (as required) must be submitted to the ARB for the file. Any major deviations (as solely determined by the ARB) may require full ARB approval prior to commencement of changes.