



## *Ledges East*

### **Residential Architectural Guidelines**

#### **Fish Rock at Ledges East**

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All improvements proposed or required to be constructed in Residential Areas shall be subject to review and approval by the Architectural Committee prior to the construction or installation of such improvements. An applicant shall submit to the Architectural Committee such plans as are necessary to comply with applicable standards. Capitalized Terms not otherwise defined herein shall be as defined in the Master Declaration of Covenants, Conditions, and Restrictions of Ledges East.

#### NEIGHBORHOOD THEME PROPOSAL

1.1 Architectural Style – Community Wide Standard. The architectural style which is incorporated into the Community Wide Standard for the Property is ‘**southwest contemporary**’. Without limiting the discretion of the Architectural Committee to review and approve/disapprove submissions, the Architectural Committee may require design and other features be incorporated into the proposals to reflect the southwest contemporary architectural style and to maintain a relative amount of consistency in architectural style through the Residential Areas as determined appropriate by the Architectural Committee.

1.2 Proposal Submission. Prior to taking any of the following actions: (1) sale of any Unit to any party for use as such party’s residence, (2) application to the City of St. George for building permits for any Dwelling Unit (including a model home) or any building containing any Dwelling Unit, or (3) commencement of construction of any Dwelling Units or any building containing any Dwelling Unit, the applicant shall submit to the Architectural Committee its written proposal for a Neighborhood that includes:

- (a) the Neighborhood covenants, conditions and restrictions;
- (b) the Neighborhood architectural guidelines; and

(c) information describing or illustrating the following which shall be consistent with the southwest contemporary architectural style:

- (i) Neighborhood name.
- (ii) Neighborhood Local Street names.
- (iii) Entry monuments and entry landscaping treatments.
- (iv) Street lighting.
- (v) Neighborhood signage.
- (vi) Neighborhood landscaping treatments (including tree and vegetation species).
- (vii) Exterior building elements as identified in Article 2 below.

#### EXTERIOR BUILDING ELEMENTS PROPOSAL

1.3 Submission to Architectural Committee. Prior to taking any of the following actions: (1) sale of any Dwelling Unit to any party for use as such party's residence, (2) application to the City of St. George for building permits for any Dwelling Unit (including a model home) or any building containing any Dwelling Unit, or (3) commencement of construction of any Dwelling Units or any building containing any Dwelling Unit, the applicant shall submit to the Architectural Committee its portfolio proposal of exterior building elements for all housing units to be constructed by such applicant. Any portfolio proposal relating to a Neighborhood shall be consistent with the Neighborhood theme as approved by the Architectural Committee. The portfolio proposal shall include the following items:

- (a) Schedule of all exterior building material selections to be offered.
- (b) Samples of all exterior building material selections to be offered.
- (c) Color palette of all exterior building material selections to be offered.
- (d) Sample renderings of building elevation selections to be offered.

#### RESIDENTIAL SITE CONSTRUCTION STANDARDS

1.4 Prior to taking any of the following actions: (1) sale of any Unit to any party for use as such party's residence, (2) application to the City of St. George for building permits for any Dwelling Unit or any building containing Dwelling Unit, or (3) commencement of construction of any Dwelling Units, the applicant proposing to construct or install any of the following improvements shall submit to the Architectural Committee two sets of plans in detail sufficient to demonstrate that all such improvements, upon construction or installation, will comply with the standards set out below for each such improvement or installation. Such applicant may submit to the Architectural Committee the same plans to be submitted by it to the City of St. George with respect to the construction or installation of any such

improvement. In all events, such plans shall meet the standards of the City of St. George, it being understood, however, that if the standards articulated below are more stringent than the standards of the City of St. George, then the standards articulated below shall govern.

1.5 Pavement.

(a) Roadway pavement along residential Local Streets shall be concrete and/or asphalt, provided that such pavement shall be consistent within a Neighborhood.

1.6 Curbs.

(a) Nine inch vertical concrete barrier curbs shall be provided at all entrances to Neighborhoods on all Arterial Streets where driveways do not occur.

(b) Concrete mountable/rolled curbs shall be provided along all residential Local Streets intended to accommodate driveways.

1.7 Sidewalks.

(a) Concrete sidewalks shall be provided on a minimum of one side of all residential Local Streets.

(b) Handicap ramps meeting ADA standards shall be provided at all street intersections and crossings.

1.8 Crosswalks.

(a) Articulated crosswalks with enhanced paving (such as precast pavers, stamped/colored concrete or brick pavers) shall be provided at the entries to each Neighborhood.

(b) Articulated crosswalks shall be provided at the intersection of Arterial Streets and residential Local Streets.

1.9 Entrance Features.

(a) An entry feature or monument shall be provided at the entrance of each Neighborhood. The feature or monument shall be located on both sides of the entrance and, with respect to a Neighborhood, shall reflect the Neighborhood theme, as approved.

(b) The entry feature shall be illuminated at night, shall be landscaped with trees, shrubs and vegetation and, with respect to a Neighborhood, shall include the Neighborhood name, as approved.

1.10 Landscape and Street Tree Plantings.

(a) Trees shall be planted along both sides of residential Local Streets, spaced at a minimum of 30 feet on center or one tree per Unit, whichever spacing is less.

(b) The minimum size of such tree plantings shall be three inch caliper (plus or minus one-half inch). as measured six inches above the ground as specified by the American Association of Nurserymen, deciduous tree.

(c) Street tree type, installation and maintenance shall be as recommended in the City of St. George Zoning Ordinance, Article 23, Landscaping and Screening Regulations.

1.11 Street Lighting.

(a) In each Neighborhood, the style of street lighting poles and luminaries shall be consistent with the Neighborhood theme, as approved.

(b) Local Street lighting fixtures shall be provided at a maximum of 300 feet on center and at all intersections and pedestrian crossings.

(c) The maximum height of light poles shall be 16 feet.

1.12 Site Grading Requirements.

(a) Grading requirements resulting from development shall transition from proposed grade to existing grade within the property boundary. A 10-foot wide minimum slope transition zone shall be established with a maximum slope of 3: 1 (3 horizontal to 1 vertical). All slope transition zones shall be planted with vegetation necessary to stabilize the soil and prevent erosion.

1.13 Signage.

(a) The signage program for the Residential Areas shall be consistent with the Signage and Graphics Standards set forth in the Community Wide Area Architectural Guidelines, and, with respect to each Neighborhood, the signage within such Neighborhood shall be consistent with the Neighborhood theme, as approved.

1.14 Community-Wide Areas.

(a) Prior to construction or installation of improvements (including curbs, sidewalks, landscaping, berms, fencing and lighting) which are to be located in Residential Areas and which are subject to approval by the Architectural Committee pursuant to the Community-Wide Area Architectural Guidelines, the applicant proposing to construct or install such improvements shall submit to the Architectural Committee two sets of plans in detail sufficient to demonstrate that such improvements, upon construction or installation, will comply with the standards set forth in such Community-Wide Area Architectural Guidelines.

1.15 Permitted Structures. The only building or structure permitted to be erected, placed or located on any Unit within the Subdivision shall be a one story (above finished pad frontage grade) detached single family home placed within the building envelope for each Unit and not to exceed the height requirements found in this section. Each home must include a minimum two car, private, enclosed and attached garage. All construction shall be of new materials.

1.16 Minimum Square Footage. The minimum total square footage of living area on the ground floor located within the building envelope and foundation for any single-story residential home

constructed on any Unit within the Neighborhood shall be not less than 2,000 square feet, exclusive of porches, balconies, patios and garages. Walk-out basement homes shall have a minimum of 1,800 square feet on the main level. The maximum square footage is thirty-four (34) percent of the lot square footage excluding the basement.

1.17 Setbacks. Minimum setback standards shall be in accordance with the setback standards set forth on the Plat and/or otherwise established by the applicable zoning and subdivision ordinances of St. George City, Utah.

1.18 Building size. The intent is that the natural landforms currently dominant at the Ledges remain the dominant visual image. In keeping with this philosophy the following guidelines are given.

- (a) Blend with natural land forms and existing landscape
- (b) Low profile homes are encouraged
- (c) Reduce massing by spreading the home out
- (d) Every home must have a minimum of three distinct masses
- (e) Where the topography allows—tiering is preferred to retaining
- (f) Any permitted rear two story elevations (walkouts) are encouraged to incorporate single story design relief.

1.19 Building Height. Maximum building height shall not exceed eighteen (18') feet from the base elevation. The base elevation is found by projecting a horizontal line perpendicular to the top back of curb (TBC). Any variance to this must be approved by the Architectural Committee. The Architectural Committee may require that story poles be erected by the builder that represent the building envelope. If the majority of the Unit is higher than the TBC the Architectural Committee will establish the base elevation of the home.

1.20 Walls and Columns. Walls are the predominant element of a building design. Undulating surfaces shall be incorporated in elevations to avoid excessive flat massing. Varying heights of walls break monotony in design and create interesting elevations. Columns must be in balance with the architectural design. Columns which are too thin or too fat are inappropriate. Columns must have a minimum thickness of twelve inches (12") in diameter or width in both directions.

1.21 Exterior Finishes. Samples of approved colors and materials can be reviewed in the construction office located at 5224 N. Winchester Hills Drive. Any finish not previously approved by the Architectural Committee must be approved through the construction approval process. Exterior finishes shall be light texture synthetic stucco, natural stone or other masonry materials approved by the Architectural Committee. All facade material must be returned at corners and terminated at a perpendicular wall. Balance of exterior finish components on all elevations is encouraged. Wood may be used as an accent but not for siding.

1.22 Exterior Colors. Base building colors shall be darker earth tones. Light tones, pastels or high gloss finishes may not be used. Complementary accent colors may be used on facia, window trim, shutters and doors. No exterior finishes may exceed a reflectance of 38%. Exterior building colors shall be

harmonious with the mountain surrounding while colors of the hardscape shall be complimentary to the natural desert ground. The primary color of the home must be different than the homes within close proximity. A four foot 4' square area of the wall must be finished for the Architectural Committee's approval prior to finishing the entire building.

1.23 Roof Materials and Colors. Roof material shall be limited to slate, clay, or concrete tiles. Colors shall be subdued earth tones or such other colors as may be allowed by the Architectural Committee. All flat roof finishes cannot exceed a reflectance of 38%. It should be noted that painted flat roofs will require periodic repainting.

1.24 Roof Line. Roofs are flat, but may include pitched sections not to exceed 50% of the overall roof area. Pitched roofs will be hipped and may not exceed a 3/12 slope. All roof protrusions should be screened. On flat roofs, roof drainage and gutters shall be built into the structure with downspouts built into the wall. On pitched roofs, exposed gutter materials will be copper unless approved by the Architectural Committee.

1.25 Reflective Exterior Surfaces or Materials. No reflective exterior surfaces or materials shall be used. Sheet metal, flashing, vents and pipes must be colored or painted to match the material to which they are attached or from which they project.

1.26 Fireplaces and Chimneys. Only gas and EPA certified wood burning fireplaces are permitted at The Ledges. Flue pipes shall be encased in a chimney enclosure of metal, masonry and/or stucco. Chimney flues must be concealed in a decorative enclosure which shall be no taller than eighteen inches (18"). Flues of direct vent fireplaces shall be concealed from view. The chimney is a dominant element of architectural design and therefore shall be proportionate to and consistently detailed with the overall architectural design.

1.27 Windows, Doors and Windowed Walls. The proportion of windows to wall area will be carefully considered. Windows and doors should be consistent around the house. Exterior reveals around doors and windows are encouraged. Windows must be metal clad with Low-E glass. Special consideration should be given to the entry door and entry feature.

1.28 Driveways and Sidewalks. There shall be area on the driveway (excluding sidewalk areas) to park not less than three vehicles per Unit. Each driveway on a Unit shall be constructed out of cement, brick, concrete, or interlocking pavers. Cinders, sand, gravel, asphalt or dirt shall not be permitted. All driveways, walks, and other flatwork hardscaping in the front and side yard areas of each Unit shall be in a color which blends with the exterior of the structure located on such Unit. Driveways shall not be designed to be the primary pedestrian access to the home.

1.29 Standard Garages. Enclosed garages must be provided on all homes. Side entry garages are required, and garage courtyards are encouraged. Doors are to be sectional. One piece or single slab doors are not permitted. Each home is limited to openings for four cars. No carports are allowed. Garages must be attached to the home. The garage opening shall not exceed eight feet (8') in height. If the home also features an RV garage, then the standard garage shall not exceed nine feet (9') in height. Garage doors shall be recessed into the wall a minimum of eighteen inches (18"). Ornamentation of the doors shall be minimal and subtle. Garages must be insulated and have finished interiors. All garages must be equipped with an automatic garage door opener. Garages shall be used only for the purpose of parking the intended amount of vehicles and not for a workshop, storage or other such uses. Partial

garage conversion may be approved if adequate room is available for parking as set forth in section 4.30. No fluorescent lighting is allowed in garages. Low lumen incandescent lighting is required to prevent night glare when the garage door is open.

1.30 RV Garages. RV garages are permitted on lots of 10,000 square feet or more. Doors are to be sectional. One piece or single slab doors are not permitted. RV garages must be attached to the home. The RV garage opening cannot exceed fourteen feet (14') in height. RV garages shall be set back a minimum of twenty-five feet (25') from the street. If the home is set back further than 25', then the RV garage shall be set back to match.

1.31 Patios, Decks, Porches and Observation Decks. All patios, decks and porches are subject to the approval of the Architectural Committee. No observation decks are allowed.

1.32 Fencing and Walls. The Architectural Committee will require Owner to provide perimeter fencing and walls on the Unit along golf course frontages, HCP frontages, side yards and rear yards, in compliance with the Project wide and/or Neighborhood fencing plan. The Architectural Committee will advise Owner of the wall requirements associated with any given Unit during the plan approval process. All perimeter Unit fencing and/or walls and other barriers which may be constructed on a Unit must be designed and built to comply with project wide fencing standards. Said standards will include approved materials and colors. No fences shall be constructed in the front setback area. Retaining walls are restricted to a maximum height of four (4) feet, unless otherwise approved by the Architectural Committee. The Architectural Committee may condition approval of a retaining wall higher than four (4) feet on the wall being tiered and/or landscaping being installed to hide the retaining wall. No chain link, wood, plastic or other composite fencing materials are allowed. All fences that border HCP must comply with HCP requirements.

1.33 Swimming Pools, Hot Tubs, and Spas. All outdoor swimming pools, hot tubs and spas must be approved by the Architectural Committee.

1.34 External Illumination. Light used to illuminate garages, patios, parking areas or for any other purposes, shall be so arranged as to reflect light away from adjacent homes and away from the vision of passing motorists. Low-level outdoor illumination may be used for particular landscape features (trees, rock formations, etc.). All external lighting must be indirect and provide screening of the light source. Front yard illumination must be sufficient to comply with City standards. Light sources that can be seen thru windows must be shaded.

1.35 Satellite Dishes, External Antennas and Solar Panels. All satellite dishes or external antennas of any kind must be located in the attic or interior space of the dwelling. Roof mount satellite dishes are not allowed unless specifically approved by the Architectural Committee. Solar panels are discouraged. In no event shall a satellite dish, external antenna or solar panel(s) be visible from the Golf Course, Property, Common Area, or any other Unit.

1.36 External Apparatus. No Unit Owner shall cause or permit anything (including, without limitation, awnings, canopies, shutters, artwork, graphics, ornaments, banners, posters, signs, etc.) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or on the outside of windows or doors, without the prior written consent of the Architectural Committee.

1.37 HVAC and Other Equipment. Air conditioning, heating, or any other type of external equipment must be screened or sunk from view so as not to be visible from any other Unit, the Golf Course, Property or Common Area, and shall be insulated for sound attenuation. Window hung air conditioning units are not permitted.

1.38 Replacement Structures. Any structure hereafter constructed on any Unit in replacement of the structure previously located thereon shall be constructed in substantially the same configuration, location and architectural style and be approximately the same size as the prior structure.

1.39 Accessory Structures. All accessory structures must be approved by the Architectural Committee.

1.40 Other Accessory Items. Any other Accessory Items not otherwise specifically set forth herein, such as; fountains, ponds, sculptures, flagpoles, sports and play equipment, window boxes, planters, or any other item, structure or component of any kind which is visible from the Golf Course, Property, Common Area, or any other Unit is subject to the approval of the Architectural Committee.

1.41 Utility Meters. Utility meters shall be placed in as inconspicuous a location as possible. Locations of meters are to be shown on the plans, and meters must be screened from view from the Golf Course, Property, Common Area, or any other Unit. All exposed exterior piping and boxes must be painted to match surrounding exterior colors of the home. The area immediately around the meters should be cleared to allow for access. Electric meters, switches, panels, gas meters, fiber optic ONT boxes and any other utility service components must be installed, vented, enclosed and accessible in compliance with applicable building codes.

1.42 Garbage Storage. Garbage shall be placed in proper containers. Garbage containers shall be kept in an area so that such containers are not visible from the Golf Course, Property, Common Area, or any other Unit.

1.43 Parking. Vehicles of all owners, residents, and occupants ("occupant" shall mean a person residing at the dwelling unit for more than seven (7) days in any consecutive thirty (30) day period.) are to be kept in the garages of Unit owners. By way of illustration, each Owner must maintain his or her garage such that it is capable of parking the number of vehicles for which it is designed and if a garage stall is vacant it must be utilized before parking in the driveway, court, or street. Garage doors must remain closed, except when necessary for the ingress and egress. No vehicles may be parked on the Unit when not in use for more than six hours. With exceptions noted below:

(a) Visitors' vehicles may be kept on the Unit, but not to exceed six (6) days in any consecutive thirty (30) day period.

(b) Recreational Vehicles may be parked in a home's parking area in preparation for or return from use for a twenty-four (24) hour period in any seven (7) day period, but shall not be parked in the street or any common area.

(c) Street parking for an event at a residence will be limited to the same side of the street on which the home is located, and will be limited for a period of time not to exceed eight (8) hours.

(d) Vehicles violating the street and common area standards of this section will be towed at the expense of the Owner of the Unit where the violating Vehicle is parked. Vehicles violating

the Unit parking restrictions of this section will be fined \$100.00 each day the violation occurs. Owners seeking a temporary variance from these parking restrictions must apply to the Board and must obtain written approval from the Board prior to making any parking variance arrangements.

### CONSTRUCTION AND CONTRACTOR PROVISIONS

The following provisions are applicable to any construction performed within the Subdivision, whether new construction, remodeling, or any replacement structures.

1.44 Completion of Construction. If construction does not commence on a project for which plans have been approved by the Architectural Committee within one year after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the Architectural Committee grants an extension in writing, which it shall not be obligated to do. If approved work is not completed with the required time, it shall be considered nonconforming and shall be subject to enforcement action by the Architectural Committee, Association, Declarant or any aggrieved Owner.

1.45 Permitted Hours of Construction. Without prior consent of the Architectural Committee, construction activities and equipment maintenance shall take place only between the hours of 6:00 a.m. to 6:00 p.m., Monday through Saturday. No construction activities of any kind are allowed on Sunday. Non-noise generating construction activities, such as interior painting, etc., shall not be subject to this restriction.

1.46 Building Materials Storage. No Unit shall be used or maintained as storage for building materials except during a construction phase and is never allowed on any other Unit or area within the Neighborhood or Project. Once a home is occupied or made available for sale all building materials shall be removed or stored inside such home, out of public sight.

1.47 Parking. Contractors' vehicles or equipment may be parked on the street in front of the Unit and only on the same side of the road as the Unit for a period not to exceed twelve (12) hours during a construction day.

1.48 Damages. Any damage inflicted on existing improvements such as curbs, gutters, streets, concrete sidewalks and such, by the Owner and/or their agents of any particular Unit in the subdivision must be repaired within thirty (30) days after such damage is discovered, and the expense of such repair shall be borne by the purchaser or Owner.

1.49 Maintenance of Unit During Construction. Contractors or subcontractors as owner/builders must provide on-site dumpsters during construction and are required to clean up the site daily to maintain a clean work site during construction. Dirt or mud from the construction site or elsewhere, dispersed, directly or indirectly, on the public streets within the Neighborhood must be cleaned up within twenty-four (24) hours by the contractor or subcontractor as owner/builder. Construction Restrooms must be provided.

1.50 Fiber Optic Home Wiring Specifications and Standards. Contractors shall require the home-wiring subcontractors to complete the wiring of each home in accordance with and pursuant to the standards provided by the fiber-optic provider for the project.

1.51 Temporary Restrooms and Dumpsters. All temporary restrooms and dumpsters must be located a minimum of 15 feet behind the curb and must be of a color to blend in with the surroundings.

1.52 Insurance. Owner and/or Builder/Contractor will be required to maintain, at their own expense, the insurance coverage listed below with insurers having a "Best's" rating of A VII.

(a) Workers' Compensation, as required by law.

(b) Commercial General Liability Insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the performance of this Agreement, including coverage for premises-operations, and contractual liability with respect to the liability assumed by the parties hereunder. The limits of insurance will not be less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

Owner will provide to the Architectural Committee certificate(s) of such insurance prior to the commencement of any construction. The certificate(s) will provide that the following are named as additional insured's: Ledges Partners, LLC; Ledges Development, LLC; Ledges Flint Rock, LLC; the Declarant and any other affiliates of the Declarant as directed by the Architectural Committee.

## LANDSCAPING

1.53 Purpose and Intent. To preserve the natural tranquility of the area we encourage Owners to maintain as much natural vegetation as possible. Trees will be limited to a mature height of twenty (20') feet and the placement of a tree is not to obscure views from other Units.

1.54 Landscape Plan. Landscaping shall be completed in accordance with the landscape plan submitted to and approved by the Architectural Committee prior to framing inspection of the home. The approval of any landscape plan or design by the Architectural Committee is solely an approval of the plan or design for aesthetic purposes and is in no way an approval of the design for drainage or other issues, which are the sole responsibility of a Unit Owner to address and ensure in accordance with applicable law and prudent engineering practices. If the Unit borders the Snow Canyon State Park, the Unit Owner will be responsible for compliance with any requirements thereof. No more than 5,000 square feet of irrigated landscaping is allowed. Owner will be responsible to comply with any and all provisions for water conservancy as set forth by the Washington County Water Conservancy District.

1.55 Completion. Front, side and rear yard landscaping shall be complete prior to occupancy of the Unit.

1.56 Planting and Gardening. Planting and gardening is allowed provided that gardens and planting areas are continuously maintained and do not become vacant areas that allow for the growth of noxious weeds.

1.57 Approved Plants and Vegetation. The Architectural Committee will provide to each Owner a list of approved plants, trees and other landscaping vegetation.

## ARTICLE 6 ENFORCEMENT

6.1. Fines and Penalties. The AC may levy a fine or penalty of up to \$500.00 per day against any Owner who fails to comply with these Regulations & Standards. The AC shall provide 15 days written notice describing the violation, citing to the provision which is alleged to have been violated, and giving the Owner opportunity to cure the violation prior to levying such fine or penalty. After the AC assesses a fine against an Owner under this section, the AC may, without further warning or notice (1) assess an additional fine against the Owner each time the Owner commits a violation of the same rule or provision within one year after the day on which the board assesses a fine for a violation of the same rule or provision, or (2) an Owner allows a violation to continue for 10 days or longer after the day on which the board assesses the fine. All fines and penalties levied and attorney fees, expenses, and costs incurred in collecting such fines and/or penalties shall constitute a lien on the Owner's Lot, and shall also be a personal obligation of the Owner, enforceable at law, until such payment is made.

6.2. Action to Abate or Enjoin. In addition to levying fines or penalties, the AC may initiate legal action to abate or enjoin any violation of these Regulations & Standards. The AC shall be entitled to an award of its reasonable attorney fees, expenses, and costs incurred in pursuing such legal action.

6.3. Cumulative Nature of Remedies. The remedies provided for herein shall be deemed cumulative. Enforcement under this provision shall be in addition to any mechanism of enforcement provided in the Declaration or by applicable law.

## ARTICLE 7 GENERAL PROVISIONS

7.1. Amendment. The AC shall have sole and full authority to amend or supplement these Regulations & Standards at any time. Any amendments to these Regulations & Standards shall be prospective only and shall not apply to modifications or structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to these Regulations & Standards, and such amendments may remove requirements previously imposed or otherwise make these Regulations & Standards more or less restrictive. In the event the Declarant is not acting as the AC, no amendment or supplement made by the AC to these Regulations & Standards during the Declarant Control Period shall be effective unless the Declarant provides its prior express written consent to such amendment, which consent is within Declarant's sole and absolute discretion.

7.2. Implied Rights; AC Authority. The AC may exercise any right or privilege given to it expressly by the Governing Documents and these Regulations & Standards, or reasonably implied from or reasonably necessary to effectuate any such right or privilege.

7.3. Notices. Any notice required under the provisions of these Regulations & Standards to be sent to any Lot Owner shall be deemed to have been properly sent when mailed, postage prepaid, to the last

known address of such Owner. Lot Owners shall be responsible for providing their addresses to the AC, and, unless otherwise indicated by a Lot Owner, the address for notice to Lot Owners shall be the mailing address designated on the Owner's Lot.

7.4. Construction and Severability. All of the covenants, conditions, and restrictions contained in these Regulations & Standards shall be construed together. Invalidation of any one of said restrictions, covenants or conditions, or any part thereof, shall not affect the enforceability or applicability of any of the remaining restrictions, covenants or conditions, or parts thereof.

7.5. Interpretive Conflicts. In the event of any conflict between the provisions of the Declaration and these Regulations & Standards, the provisions of the Declaration shall control.

7.6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

7.7. Waivers. No provision contained herein shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations that may occur.

7.8. Topical Headings. The topical headings contained herein are for convenience only and do not define, limit, or construe the contents of these covenants.

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