



CONSTRUCTION REGULATIONS

Turtleback Mountain Resort

In order to ensure that the natural landscape and all neighboring properties are respected, and the nuisances inherent to any construction process are kept to a minimum, the following regulations shall be enforced during the construction period of all improvements at Turtleback Mountain Resort. Any violation of these regulations by an Owner's agent, representative, builder, contractor or subcontractor shall be deemed a violation by the Owner.

1. Construction Compliance Deposit

A one thousand dollar (\$1,000.00) Construction Compliance Deposit shall be deposited with the Review Committee to be held in escrow until the end of construction to ensure that all design guidelines and regulations have been met, or violation fines paid. Interest on the escrowed amount, less any construction fines or other charges, shall accrue to the benefit of the Owner.

In the event that all construction has not been completed including landscaping and paved driveway, within the designated "Completion Period" for that neighborhood, this fee will be forfeited. An extension of six (6) months to complete construction may be requested by submitting a written request to the Review Committee prior to the expiration of the designated time period. This extension may or may not be granted by the Review Committee depending on the individual circumstances.

2. Construction Fines

The Review Committee may assess fines for violations of any provision of these Construction Regulations as follows:

First violation, fifty dollars (\$50.00); second violation, one hundred dollars (\$100.00); third violation and subsequent violations, two hundred and fifty dollars (\$250.00), the "Construction Fines". In the event that any person fails to cure (or fails to commence and proceed with diligence to complete the work necessary to cure) any violation of these Construction Regulations, within two (2) days after receipt of written notice from the Review Committee designating the particular violation, the Review Committee shall have the power and authority to impose upon that person a subsequent fine as outlined above. There shall be no limit to the number or the aggregate amount of Construction Fines which may be levied against a person for the same violation if not timely cured. The Construction Fines, together with interest at the highest lawful rate per annum and any costs of collection, including reasonable attorneys' fees, shall be a continuing lien upon the Lot against which such Construction Fine is made. Continued failure to comply may cause the Review Committee to pursue legal remedy in the form of a "stop work" injunction or punitive damages. If payment of fines has not been made by the date of a request for final release and return of the construction compliance deposit, the fines will be deducted from the construction compliance deposit.

The continued or habitual violation of these Construction Regulations by a general contractor, sub-contractor, or materials supplier may result in the withdrawal by the Review Committee of his/their approval to perform work in Turtleback Mountain Resort.

3. Erosion Control

It is required that all areas disturbed by construction be permanently stabilized by seed, mulch, plants or other landscaping material. Silt fences shall be installed at all lots where construction activities may result in negative impacts to the Golf Course or to neighboring downhill properties.

4. Final Inspection

Prior to Certificate of Occupancy by the agency in charge, the owner or contractor must request an inspection by the Review Committee. This inspection will determine that the completed Structure or Improvement follows the approved plans and will identify any deficiencies required to be completed in order to receive a final release.

5. Health and Safety Compliance

All applicable statutes, ordinances, or rules pertaining to safety and health, hazardous materials, toxic substances or wastes, including all relevant Occupational Safety and Health Act (OSHA) regulations and guidelines must be observed at all times.

6. Trash Receptacles and Debris Removal

Owners and builders shall clean up all trash at the end of each day. An approved trash receptacle must remain on the site at all times for this purpose to contain all lightweight materials or packaging. Trash receptacles must be emptied on a timely basis to avoid overflow of refuse. Disposal shall be at a suitable off-site facility. Owners and builders are prohibited from dumping, burying, or burning trash anywhere on the Lot or in Turtleback Mountain Resort. Heavy debris, such as broken stone, wood scrap, or the like must be removed from the site immediately upon completion of the work of each trade that has generated the debris. All concrete washout from both trucks and mixers, must occur within the Lot in a location where it will ultimately conceal by structure or covered by backfill. Washout in road rights-of-way, setbacks or on adjacent properties is strictly prohibited. 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 detriment to other lots or open space. Any clean-up costs incurred by the Review Committee or the Association in enforcing these requirements shall be payable by the Owner. Dirt, mud or debris resulting from activity on each construction site shall be promptly removed from public or private roads, open spaces and driveways or other portions of Turtleback Mountain Resort.

7. Sanitary Facilities

Each Owner or builder shall be responsible for providing adequate sanitary facilities for his construction workers. Portable toilets must be located within the Lot.

8. Construction Access

The approved access drive will be the only construction access to any Lot. Contractors and material deliveries will avoid using Turtleback Mountain Parkway.

9. Vehicles and Parking Areas

Construction crews will not park on, or otherwise use undeveloped portions of adjacent lots, nearby driveways or open space. All vehicles shall be parked on the Lot. During very busy construction periods involving multiple trades such that all construction vehicles cannot be confined to the site proper, the overflow vehicles may be temporarily parked along the

shoulder of the roadway. During these limited occurrences, vehicles must be off the paved surface of the roadway or cul-de-sac to allow continual unconstrained access for normal traffic and emergency vehicles, including fire trucks. Changing oil or other vehicle maintenance is prohibited.

10. Dust and Noise Control

The contractor shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud from public or private roads that is the result of construction activity on the site. The sound of radios or of other audio equipment must not be audible beyond the property perimeter of any Lot. Repeated violations of this provision will result in the total prohibition of any on-site use of radios or audio equipment during construction.

11. Material Deliveries

All building materials, equipment and machinery required to construct a residence must be delivered to and remain within the confines of each Lot. This includes all building materials, earth-moving equipment, trailers, generators, mixers, crane, and any other equipment or machinery that will remain at Turtleback Mountain Resort overnight. Material delivery vehicles may not drive across adjacent Lots or tracts to access a construction site.

12. Firearms

The possession or discharge of any type of firearm by construction personnel on any construction site, Lot, or Common Easements is prohibited.

13. Alcohol and Controlled Substances

The consumption of alcohol or use of any controlled substance by construction personnel on any construction site, Lot, or Common Easements is prohibited.

14. 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 are prohibited. At least one 20-pound ABC- Rated Dry Chemical Fire Extinguishers shall be present and available in a conspicuous place on the construction site at all times. No on-site fires are allowed, except small, confined, attended fires for the purpose of heating masonry water or other required building material.

15. Pets

No pets, particularly dogs, may be brought onto the property by a member of any construction crew.

16. Restoration of Property

Upon completion of construction, each Owner and builder shall clean his construction site and repair all property which has been damaged, including but not limited to, restoring grades, replanting shrubs and trees as required, and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing. In addition, the Owner and general contractor shall be held financially responsible for the cost of site restoration and refuse removal necessitated on any and all adjacent properties as a result of trespass or negligence by their employees or sub-contracted agents.

17. Construction Signage

Temporary construction signs shall be limited to two signs per site not to exceed six (6) square feet of total surface area. This sign is intended primarily for job site identification and

must be located facing the street frontage of the Lot. It may identify the general contractor and architect by name with address, license number and telephone numbers and it may identify the job site by Lot number or Owner's name. The sign shall be free standing, not to exceed four (4) feet in height above natural grade. The sign's design, color, style, text, duration of display and location upon the Lot must be approved in advance by the Review Committee. The construction sign may not be erected on a site earlier than two weeks prior to the onset of continuing construction activity and must be removed within two weeks of the issuance of a certificate of occupancy by the Town or immediately upon the passage of 30 calendar days without significant construction activity. The general contractor of a completed home may apply to the Review Committee for continuation of his construction sign for advertising and sales purpose after construction has been completed, until such time that a contract for sale has been executed. Individual signs or construction sign attachments identifying individual sub-contractors, tradesmen, or suppliers shall be confined to the posting location of the building permit. Identification of licensed contractors and tradesmen, when required be state or city statutes, shall be confined to the posting location of the building permit. Attachment of signs or similar material to trees is strictly prohibited.

18. Daily Operation

Daily working hours for each construction site shall be 30 minutes before sunrise to 30 minutes after sunset. Construction activity which generates excessive noise such as hammering, sawing, excavator work and concrete delivery must be confined to the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 6:00 p.m. on Saturday. Noisy activity should be curtailed on Sunday, particularly during the periods of high Owner/visitor occupancy.

19. Site Visitations

Due to the inherent danger associated with an active construction site, visitors to any site should be limited to those persons with official business relating to the construction activity, such as construction workers and tradesmen, building officials, security staff, design review observers, sales personnel and the Owner. Construction personnel should not invite or bring family members or friends, especially children, to the job site.

20. Construction Insurance Requirements

All contractors and sub-contractors must post evidence of insurance with their Owner, prior to entering the construction premises. Confirmation shall be evidenced in the form of a valid Certificate of Insurance naming both the Owner, and Turtleback Mountain Resort and it's designees as the certificate holders. The required insurance must provide coverage not less than the applicable limits of coverage relating to comprehensive general liability, automobile liability and workmen's compensation. The minimum limits of liability shall not be less than \$500,000 each for general liability and automobile liability. General liability coverage shall contain provisions for contractual liability and broad form property damage. The certificate shall provide for 30-day notice to the certificate holders in the event of cancellation or material change in the limits of coverage.