

— B —

**THE
BAR B BAR RANCH
DESIGN GUIDELINES**

Prepared by:

Pierson Land Works, Inc.
PO Box 1143
180 South Willow Street
Jackson, WY 83001
(p) 307.733.5429
(f) 307.733.9669

Carney Architects
PO Box 9218
215 South King Street
Jackson, WY 83001
(p) 307.733.4000
(f) 307.733.1147

Revised: May 2022 by the ARC

1. PREFACE/INTRODUCTION

The Design Guidelines for The Bar B Bar Ranch is a supplementary document to the Declaration of Covenants, Conditions and Restrictions for The Bar B Bar Ranch (the “Declaration”). The Declaration should be consulted for additional information. For the purpose of this document, the Architectural Review Committee shall be referred to as “ARC” and is defined further in the Declaration.

The review and permit process required by the ARC does not replace or eliminate any review and permit process required by other agencies. Conformity with any and all applicable land use regulations of Teton County shall be required, in addition to the requirements of these Design Guidelines and the Declaration. In the event of a conflict between or among the documents, the more stringent shall apply.

Historically, Bar B Bar and Moulton Ranch were working agricultural ranches spanning 800 acres of rolling moraine, grassy meadows, mature cottonwood-spruce forests and creek corridors. This property is situated near the base of the Teton Mountain Range and spectacular views surround. Over the years, the property has played host to a wide variety of wildlife, including a populous elk herd and cutthroat trout. It is the intent of these Design Guidelines to preserve the unique scenic and ecological richness inherent within the property while providing a framework in which future land uses and design of residential structures may evolve. These Design Guidelines seek to balance harmony of external design with surrounding structures and the natural environment.

Development should minimize the visual impact to surrounding properties to preserve the natural, rural ranch aesthetic that embodies these historic properties. Structures should seek to use predominantly natural building materials and a color palette and building massing that blends with the surrounding terrain and respects the character of the landscape.

2. SITE & LANDSCAPE GUIDELINES

2.1 Landscape Character

Four landscapes blanket the Bar B Bar Ranch including steep sage moraine, open meadowlands, mature cottonwood-spruce forests, and the Price-Spring Creek and Owl Creek corridors. Along the eastern property edge, moraine benches step down to the lower sagebrush and grassy meadowland communities. As the elevation dips, old floodplain flats rise, most of which are treed with mature cottonwood and spruce stands. These forests have matured due to the levee construction and resultant Snake River braided channel recession. Running across the bottomlands of the property are the Price-Spring and Owl Creek corridors. These areas in addition to their associated jurisdictional wetlands sustain the property's most valuable habitat.

2.2 Building Zones

Of the four landscapes comprising Bar B Bar Ranch, only the mature cottonwood-spruce forest and the open meadowlands harbor building envelopes. It is within these building envelopes that the majority of development for each parcel shall occur. While the main residence, accessory residential structures, and associated out buildings should be restricted to the building envelopes, foot paths, grade level patios, driveways, native landscaping, ponds, small structures including foot bridges and gazebos, roof overhangs from authorized structures not exceeding five (5) feet, as well as associated grading for the above named features may be approved with the Architectural Review Committee's (ARC) reasonable discretion outside the building envelopes. Kentucky bluegrass lawns shall be allowed to extend outside the building envelope as long as there is a reasonable relationship between the lawn and an authorized structure. It shall be the intent of the ARC that Bar B Bar's landscape be preserved in order to provide scenic and vegetative continuity across the ranch. Though all designs, both interior and exterior to the building envelopes, require approval from the ARC, particular attention will be paid to the plans encompassing the open meadow parcels due to their higher degree of visibility. Please refer to Section 2.4 for additional landscaping requirements for the meadow parcels.

2.3 Tree and Plant Removal

The following are specific objectives with regard to the removal of existing trees and plants:

- Preservation of existing landscape patterns, wildlife habitat, vegetative communities
- Protection of privacy between lots
- Minimization of off-site views of homes
- Promotion of healthy vegetative communities
- Provision of view corridors to surrounding scenery

Shrub and smaller plant removal shall not require ARC approval. Removal of large shrubs or trees shall not require ARC approval if such removal does not adversely impact adjacent properties or the Bar B Bar Ranch as a whole. The determination of impact shall be made by the ranch manager and, to the extent the ranch manager is uncertain in this determination, in consultation with HOA management. If impact is determined to be adverse or uncertain, then ranch and HOA management shall refer request to the ARC and all other provisions of Section 2.3 shall apply. Removal of trees is subject to expedited design review and alternate fee structure as detailed in Sections 4.2 and 4.7.

If the request for tree removal is determined by the ARC, the following criteria shall apply. Within building envelopes, all reasonable requests for tree removal shall be approved. Reasonable requests for tree and large shrub removal beyond building envelopes for the purposes of approved improvements, essential utilities, trails, water improvements, view corridors, structural weakness, weed control, and disease control

shall not be withheld. Replacement trees and shrubs may be necessary to maintain sufficient screening of structures and privacy.

Within the Building Envelopes, subject to the guidelines of the preceding paragraph, it is encouraged that large trees, mature plants and natural water features be preserved, and integrated into the site design whenever possible. During the construction process, care should be taken to avoid the placement of equipment or the depositing of harmful substances within the drip lines of significant tree groups or areas of vegetation.

2.4 Proposed Landscaping

All planting plans require ARC approval unless otherwise specifically provided for in these guidelines and such approval will not be unreasonably withheld or delayed.

2.4.1 General Landscaping

With regard to the introduction of new plant material on ranch parcels, the following objectives should be considered:

- Enhancement of existing landscape patterns, drainage patterns, wildlife habitat, vegetative communities
- Protection of privacy between parcels
- Minimization off-site views of homes

Except as otherwise specifically provided for in these guidelines, parcels shall be landscaped using indigenous plants wherever possible in order to conserve water and preserve the natural qualities of the ranch. Non-native landscaping may be planted with appropriate irrigation at the ARC's discretion with special concern that they do not attract wildlife. To promote a healthy landscape and to reduce the risk of fire near dwellings, permanent spray and/or drip irrigation systems shall be installed and maintained to the extent practical and appropriate wherever landscaping is proposed. Irrigation rates should be set at the minimum required for plant health. Drip irrigation, where appropriate, is encouraged for the purposes of water conservation. Planting plan notes should clearly indicate where each type of irrigation is proposed. Detailed irrigation plans are not required.

2.4.2 Meadow Parcel Landscaping Concerns

Due to the high visibility of meadow parcel building sites, care should be taken when designing planting plans to screen/minimize the visual impacts of structures. To the greatest extent practicable, home sites, accessory residential structures and associated outbuildings shall be screened from neighboring home sites. Mature vegetation replicating the cottonwood-spruce forest shall be planted to interrupt direct views of structures. Particular attention shall be paid to planting mature vegetation within close proximity to foundations as this will help blend the architecture with the surrounding landscape. While Section 2.3 governs plant and shrub removal at the Bar B Bar Ranch,

trees and large shrubs removal which would result in reduced screening of these high visibility sites shall be discouraged.

2.4.3 Acceptable Plant Materials

No approved vegetation list has been compiled for Bar B Bar Ranch. No proposed vegetation may be used that is considered noxious or invasive by Teton County Weed and Pest. All proposed vegetation shall comply with section 2.4 of this document.

2.5 Topographical Modifications

In the interest of preserving the natural and agricultural character of the ranch, modifications to the existing site topography is discouraged except for the purposes of grading required for construction, erosion control, and drainage. As such, the creation of landforms for the purpose of visual screening shall be prohibited outside of building envelopes. The use of landforms within the building envelope for the purpose of noise attenuation or modest screening purposes will be permitted inasmuch as they are not visually obtrusive off-site. All manmade landforms shall be well-blended with natural topography.

2.6 Grading & Erosion Control

In order to ensure the preservation of the topographic character of the ranch, cut and fill shall be minimized. Wherever feasible, it should be balanced on site and importation/exportation of large quantities of fill/cut avoided. Erosion resulting from site disturbance shall likewise be minimized. Topsoil shall be stockpiled and replaced on disturbed areas, and lands disturbed during the construction process shall be re-vegetated with native species as quickly following construction as practicable. Silt fencing and other necessary erosion control measures shall be installed in a fashion commensurate with Teton County Land Development Regulations (LDRs). In accordance with Teton County LDRs, owners shall employ best management practices for weed and pest control during construction.

2.7 Site Drainage

Storm water runoff shall be detained on site as required by Teton County LDRs.

2.8 Driveways

Driveway width shall be limited to 15' outside of the building envelope with turnouts as required by Teton County Regulations, and should be designed to integrate with site features to minimize aesthetic and ecological impact.

2.9 Walls, Fences & Gates

All fences erected should be consistent with the character of other fences on the Ranch. In order to provide for the continuation of wildlife travel through the greater ranch area, no fences shall be permitted that fail to conform to Teton County LDRs. Given the prevalence of ungulates throughout the ranch, wildlife friendly fences shall be

encouraged and shall be allowed only if approved by Teton County, all applicable state and regulatory agencies with jurisdiction over the ranch property and all conditions imposed by conservation or other easements that bind the subject ranch. Landscape and retaining walls shall be permitted within the building envelope if they are constructed of approved building materials and are not greater in height than four feet when adjoining architectural structures and two feet when in the landscape. Gates shall be permitted only within the building envelope. The use of natural materials such as wood or stone is encouraged for walls, fences and gates to convey authenticity and to create a gradual transition from the structure to the land.

2.10 Garbage Storage

Given the prevalence of wildlife on property and a desire to reduce human-wildlife conflicts, bear proof dumpsters or containers as dictated in the Teton County LDRs shall be required.

2.11 Exterior Lighting

Outside of the building envelope only low-intensity lighting for the sole purpose of illuminating the property address/entrance shall be permitted. Low intensity safety and security full cut-off lighting in accordance with Teton County LDRs shall be permitted within the building envelope, but shall be as minimal as possible to reduce off-site visibility. Site lighting should be strictly limited to areas necessary for safety and easy identification of driveway and building entries.

2.12 Utilities

Above ground utility installations are prohibited except for appurtenances necessary to access, operate and maintain the underground utilities. Electrical and telephone utility lines and pipes and pumps service the Water Enhancements shall be constructed underground. Any propane tank installed on a Ranch by an Owner shall be buried underground. The ARC shall have the sole and absolute discretion to approve a variance to this provision. In such instance, the ARC shall determine what design and/or landscaping measures shall be taken to mitigate the visual impact of such above ground utilities or appurtenances.

3. BUILDINGS & IMPROVEMENTS GUIDELINES

3.1 Building Placement on Site

Buildings and other improvements (with the aforementioned exceptions) shall be entirely sited within the building envelopes. The building and structures placement shall reflect a sensitive approach to environment and prevention of tree removal. The primary approach to site design should be to integrate the home and other structures in a cohesive manner and into the existing setting found within the Building Envelope. Acceptable structures shall include one single family residence, one guest house, garage or storage structures, barns, paddocks, or similar structures. No pre-fabricated or modular structures shall be permitted on any Ranch without the approval of the ARC.

No helipad, landing strip or similar structure shall be permitted on any Ranch. The foregoing restrictions do not preclude the location of tepees, tents or similar temporary structures to be used for child play or adult recreation and not for permanent occupancy, provided that such structures are located so that they are not visible to adjacent landowners or from access roads available for use by all ranch owners.

3.2 Building Size

No size limits for habitable or non-habitable floor areas apart from those mandated by the Teton County LDRs shall be required.

3.3 Building Massing

No restrictions shall be placed on building massing, configuration or height, apart from those mandated by the Teton County LDRs, except for those lots identified by the ARC as “meadow parcels.” Please see Section 3.6 for additional restrictions applicable to meadow parcels. Minimizing visual impact to neighbors is strongly encouraged and may be addressed by such concepts as breaking up the roof forms and stepping the building mass along the site contours.

3.4 Building Materials

Acceptable exterior materials include those that are of high quality in content and detailing, materials that reflect regional resources and building traditions, materials with a sense of permanence. Thought should be given to texture of materials, composition of forms and related materials, and transition from one material to another. Prohibited materials include those that are openly imitative of a traditional material or those that are glossy or reflective in appearance.

The use of wood and/or stone is encouraged for general exterior building wall treatment. Materials including concrete, non-reflective metal, rammed earth, cement stucco, integrally colored split and ground face concrete masonry units will be considered. Prohibited exterior wall materials include, but are not limited to, imitation stone, masonite, plastic, aluminum and T-111 sidings.

Acceptable roof materials include fire-treated wood shakes or shingles, non-reflective and non-bright colored metal roofing or other roof materials as deemed appropriate by the ARC. Prohibited roof materials include, but are not limited to, glazed tile, asphalt and fiberglass shingles. Class A roofing material is required. Roof forms shall fit in with the surrounding natural landscape and can take on a variety of geometries.

Windows and doors constructed of wood or metal coated with an approved matte finish are encouraged. Highly reflective glass is prohibited. Quality custom garage doors are encouraged.

The use of wood, stone and metal coated with an approved matte finish are encouraged for gate and entry elements.

Previously put to use materials designed for architectural detailing on the outside of structures may be permitted by the ARC, in the ARC's sole discretion.

3.5 Interior Lighting

The potential for light pollution from interior sources shall be minimized to the maximum extent practicable.

3.6 Restrictions on "Meadow Parcels"

In addition to the aforementioned parameters, improvements to properties identified by the ARC as "meadow parcels" shall be subject to the following restrictions (please also see section 2.4.2 for additional landscaping requirements):

-The color palette shall reflect and be deemed sympathetic with the existing natural and manmade color palette of the ranch. Colors or color combinations deemed unsympathetic by the ARC shall not be permitted

-Massing the structures as densely as practicable is encouraged in order to condense visual impacts.

4. DESIGN REVIEW PROCESS & REQUIRMENTS.

4.1 Preliminary Application.

Prior to submitting a formal application for any work within the scope of the Declaration or these Guidelines ("Work"), Owners are encouraged at their earliest possible convenience to provide the ARC with three (3) copies of an informal and preliminary description of the proposed Work to be completed. Such preliminary submissions shall not be required by the ARC for approval of Work, but are requested to allow the ARC to informally identify issues that would prevent a formal application from being approved. Preliminary submissions shall not require inclusion of any particular plans, specification, or designs, however, preliminary design concepts and location of structure(s) within the building envelope will provide for a more informed response from the ARC. The ARC shall, within fifteen (15) days after receipt of an informal submission, respond in writing to the applicant Owner indicating any issues identified by the ARC in such submission that may prevent or delay a formal application from being approved.

Owners are encouraged to consult with the Teton County Planning Department to identify any factors which may prevent the issuance of a building permit and to review the current LDRs which govern the property.

4.2 Formal Application.

In order to receive formal consideration from the ARC, an Owner shall submit to the ARC a formal application for approval of the proposed Work. Such application shall include payment of a \$2,500 application fee as well as three sets of the following documents (the "Plans") for review by the ARC.

1. Topographic survey

2. Site Plan
 - a. Structure locations including walls, fences and entryways
 - b. Driveway, parking, walks, decks, retaining walls, and any other proposed improvements
 - c. Utilities
 - d. Existing and proposed grades
 - e. Grading and Erosion Control Plan
 - f. Existing vegetation
 - g. Limits of site disturbance
3. Architectural Plans
 - a. Floor Plans
 - b. Footing and Foundation Plan
 - c. Exterior Elevations
 - d. Building Sections
 - e. Details sufficient to describe the design of the structure including any entry features, fences or walls
4. Landscape Plan
 - a. Grading
 - b. Drainage
 - c. Irrigation statement
 - d. Planting plan
 - e. Seeded areas
 - f. Outdoor lighting
5. Vegetation Protection and Revegetation Plan
6. Color and materials samples and specifications (if requested by the ARC)
7. Construction Plan (written summary and graphic plan)
 - a. Materials storage
 - b. Stockpile of materials
 - c. Work hours
 - d. Trash removal including recycling of waste
 - e. Dust and noise mitigation plan
 - f. Construction timeline
 - g. Parking mitigation plan

The ARC will have the ability to require off-site parking during the construction of each ranch to minimize impact to neighboring properties.
 - h. Lighting

The Plans shall be in such form and shall contain such information as may be reasonably required by the ARC. The ARC may require the submission of such additional information as may be reasonably necessary to consider any application.

The Owner may elect to add an interim step to the review process which would allow for a review of the topography, conceptual site plans and conceptual architectural plans prior to full submittal of the Plans. This step is optional, and if utilized, the review fee shall be owing at the time of interim submittal.

In the event that the submittal is for a minor review such as individual tree removal, which can be determined by the ranch manager or HOA management with a site visit, a formal application shall not be required.

4.3 Review Standards.

In reviewing each submission, the ARC may consider any factors it deems relevant, including without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements. However, the ARC will reasonably endeavor not to limit designs by reputable architects, especially if such structures are not visible from any other Ranch.

4.4 Period of Review.

The ARC shall, within thirty (30) days after receipt of a completed formal application and all required information, respond in writing to the applicant at the address specified in the application. The response may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The ARC shall specify the reasons for any objections and/or offer suggestions for curing any objections. In the event that the ARC fails to respond in writing within thirty (30) days of the submission of a formal application, approval shall be deemed to have been given, with the exception of any development proposed outside of the boundaries of the Building Envelope, which will be deemed automatically disapproved and denied. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with these guidelines unless a variance has been granted pursuant to Section 4.6. Notice shall be deemed to have been given two (2) business days after the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

4.5 Term of Approval.

If construction does not commence on a project for which Plans have been approved within two (2) years after the date of approval, or unless the ARC grants an extension in writing (which extensions shall not be unreasonably withheld), such approval shall be deemed withdrawn, and it shall be necessary for the Owner to reapply for approval before commencing the proposed Work.

4.6 Variances.

The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless approved in writing by the ARC, (b) be contrary to the Declaration, or (c) stop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

4.7 Fees.

As stated in Section 4.2 of the Declaration, the ARC will charge the applying Owner reasonable fees to reimburse the ARC for review of applications hereunder and may require such fees to be paid in full prior to review of the formal application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, lawyers or other professionals. The ARC may employ architects, engineers, or other persons as deemed necessary to perform the review. The Board shall include the compensation of such persons, if any, in the fee charged by the ARC to the applying Owner.

The \$2,500 submittal fee outlined in Section 4.2 is intended to cover approximately 10 hours of professional work reviewing plans, advising the ARC, drafting ARC correspondence, meeting with Owner architects and seeking governing document interpretation as needed to complete a review of a substantially complete set of documents as outlined in Section 4.2. This base fee anticipates the use of a qualified architect by the Owner, so that a near-complete and comprehensive submittal is received at the plan submittal stage. In the event that the ARC submittal is for a more minor review such as tree removal, the Owner shall be billed only for reasonable and transparent costs associated with administration and limited third party professional review, as needed, of the request.

Additional fees may be charged by the ARC for excessive or multiple iterations of reviews and multiple meetings or correspondence with the owner and such fees shall be levied against an Owner as a Specific Assessment pursuant to the Declaration. All out of pocket expenses incurred by the ARC shall be reimbursable by Owner. The ARC reserves the right to modify architectural review fees at any time with 30 days advance notice.

5. CONSTRUCTION REGULATIONS

In order to ensure that the construction of any improvements on a Ranch will occur in a safe and timely manner without damaging the natural landscape, adjacent lots or common improvements within the Bar B Bar, including but not limited to roadways, paths, common areas, open space and landscaping, and to ensure that there is no disruption of the quiet enjoyment of residents and their guests during construction, the following Construction Regulations will be enforced by the ARC from the commencement of construction until the construction of the improvements has been completed and completion has been confirmed by the ARC. "Completion" means that a Certificate of Occupancy has been issued by Teton County and that the improvements are in a condition suitable for immediate occupancy.

5.1 Commencement of Construction

Construction may not commence until the ARC has issued written approval of a formal application for the Work, a building permit issued by Teton County for the Work has been obtained and provided to the ARC, all required fees have been paid, including but not limited to the fee required by Section 4.2 and all water and irrigation fees, and a construction and damage deposit in an amount determined by the ARC has been received by the ARC.

5.2 Maximum Construction Duration

Regardless of the type of improvement being constructed on a Ranch, once construction has commenced (which commencement shall be measured from the breaking of ground on the Ranch), it must be completed within twenty-four (24) months from the date construction commenced unless otherwise specified in the notice of approval or unless the ARC grants an extension in writing. The ARC shall not be obligated to grant any extension but shall not unreasonably withhold such extension if construction of the improvement(s) is being diligently pursued. Completion of improvements shall mean that a certificate of occupancy has been issued by the local governing body empowered to do so and that they are in a condition suitable for immediate occupancy by the Owner or its occupant. In the event construction is not complete within the time provided for herein, including any extensions approved by the ARC, starting thirty (30) days after written notice of such Owner's violation of this Section 5.1, the Owner shall be subject to a late completion penalty until construction is complete of One Hundred Dollars (\$100) per day for each of the first thirty (30) days after such written notice, Five Hundred Dollars (\$500) per day for each of the next thirty (30) days after such written notice and One Thousand Five Hundred Dollars (\$1,500) per day for each day thereafter, elapsed before completion of construction or complete removal of the partially completed improvements. Such penalty shall be assessed to such violating Owner as a Specific Assessment.

5.3 Conformance with the Final Design Review Submittal

All Work shall conform to the approved plans and documents. Deviations may be approved by the ARC if they meet the intent of these design guidelines or if there is a demonstrable need. Copies of all approved plans, documents and permits must remain on site for the duration of construction and all executed work shall be subject to inspection for conformance with the formal design application documents by the ARC.

Any members of the ARC may, from time to time, review construction progress to determine:

- a. Construction is consistent with the approved plans.
- b. Construction progress conforms to the construction schedule.
- c. All construction activity is within the construction fence.

The ARC shall seek to complete inspection within normal business hours and where practicable, with advance notice. In the event construction differs in any material or significant fashion from the Plans, the ARC or the Board shall promptly notify the Owner and work with the Owner to remediate. The ARC or the Board shall be entitled to enforce the rights and remedies available to it under the law and as specifically outlined in Section 4.8 of the Declaration.

5.4 Construction Fencing

All construction sites that are visible from other Bar B Bar properties must have a construction fence throughout the entire period of construction in order to screen the entire construction area from view. The fence must be a minimum of 6 feet high (8 feet high is encouraged) and must be dark green with a solid/opaque heavy-duty screen that encloses the entire building site. All construction materials and equipment must be

stored within the fence.

5.5 Signs

Architects, contractors, and subcontractors are not permitted to display any signs within Bar B Bar Ranch.

5.6 Parking and Vehicles

Parking must comply with the parking mitigation plan submitted to ARC pursuant to Section 4.2 and approved by the ARC. Construction personnel vehicles and machinery related to construction may only be parked on the property where construction is taking place, provided that any vehicle or equipment must be parked in such a way so as to not block traffic. Care should be taken to ensure that all vehicle tires remain on the roadway to avoid damage to the existing landscape and adjacent properties.

No parking of any kind is allowed on the common roadways within Bar B Bar Ranch.

Deliveries to the construction site must not block roadways, driveways or access to other areas within the Bar B Bar Ranch. Roadways used during construction must be maintained and cleaned of mud, dirt and debris each day.

Any damage to adjacent lots, common areas, landscaping, open space or other areas within the Bar B Bar Ranch caused by delivery activity, construction vehicles or parking related to construction activity shall be the responsibility of the Owner of the Ranch under construction.

5.7 Construction Hours

Construction activity may take place between 7:30am until 4:30pm, **Monday through Friday**. No construction activity shall be allowed on Saturdays, Sundays or holidays.

5.8 Sanitary Facilities

Sanitary facilities must be provided for construction personnel on-site. Such facility must be located within the construction fence and maintained regularly.

5.9 Debris and Trash Removal

Contractor and all subcontractors must clean up all trash and debris on and in the area of the construction site each day, including any materials which may have blown onto adjoining properties or roadways. A construction dumpster must be used on each construction site and stored behind the construction fence. Trash and debris must be removed from the site at least once a week.

5.10 Excavation, Grading and Tree Protection

Contractor must ensure that trees not authorized for removal are not damaged during any excavation. All trees remaining within an approved construction area must be properly tagged and protected prior to the commencement of any grading operations. Every effort must be made to reduce compaction and/or disturbance within the drip line of all trees located within and outside an approved construction area.

Blowing dust resulting from grading operations must be controlled by watering. During construction, erosion must be minimized on exposed cut and/or fill slopes through proper

soil stabilization, water control and revegetation. Contractor is responsible for the implementation of all erosion control techniques as may be required by state or local agencies. Grading operations may be suspended by the ARC during periods of heavy rains or high winds. All topsoil disturbed by grading operations must be stockpiled within the construction area and reused as part of any site restoration/landscaping plans.

5.11 Site and Road Restoration

Damage and scarring to other property from construction activities, including open space, adjacent lots, roads, driveways, common areas, landscaping and/or other improvements will not be permitted. If any such damage occurs, it must be repaired and/or restored promptly at the expense of the Owner of the Ranch under construction. Upon completion of construction, the Owner shall be responsible for cleaning up the construction site and the repair of all property which was damaged, including but not limited to restoring grades, planting shrubs and trees as approved or required by the ARC, and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing. Any property repair costs as mentioned above, incurred by the ARC or the Association, will be billed to the Owner and/or deducted from the construction and damage deposit paid by Owner. Failure to remedy damage as directed by the ARC may result in a contractor being suspended from working within Bar B Bar Ranch.

Damage to any common roadway will be repaired by the HOA and the cost of those repairs will be billed to the Owner whose contractor or subcontractor(s) caused the damage. Such costs may, in the alternative, be deducted from the Owner's construction and damage deposit. In addition to the repair costs, Owner will be billed a fee equal to 50% of the repair costs as payment for the time spent by the ARC addressing repairs required due to actions or inactions of the Owner's contractor or subcontractors.

5.12 Pets and Noise

Pets owned by those working on a construction site are allowed on an as needed basis, provided that they do not interfere with the quiet enjoyment of other residents or their guests or trespass onto another property. In the event a complaint is received regarding pets, the ARC reserves the right to prohibit those pets from the construction site.

Builders/contractors will make every effort to keep any and all noise to a minimum. The playing of radio/music and the like is allowed inside closed construction sites as long as it does not interfere with the quiet enjoyment of other residents or their guests. No audible radio/music and the like is allowed outdoors. In the event a complaint is received regarding noise, the ARC reserves the right to prohibit the playing of music on the construction site.

5.13 Speed Limit

All construction personnel, including subcontractors and vendors, must observe the speed limit on Bar B Bar Ranch roads, and must slow to 5 MPH when pedestrians and horses are present on the road.

5.14 Temporary Structures

No temporary structures, such as trailers, tents, shacks or other similar buildings shall be permitted on any Ranch, except during construction or as authorized by the Board or ARC. The foregoing restrictions do not preclude the location of teepees, tents or similar

temporary structures to be used for child play or adult recreation and not for permanent occupancy, provided that such structures are located so that they are not visible to adjacent Owners or from the Roadway System.

5.15 Non-Conformance with the Ranch Development Guidelines

In the event that constructed buildings or improvements differ in any material or significant fashion from the approved formal design application documents, ARC approval may be withdrawn and the ARC shall be entitled to pursue such remedies as it may be entitled to under the law or which may have been granted to it pursuant to the present guidelines and/or the Declaration.

6.0 Contact Information

The ARC may be contacted at the address last provided by the Board as memorialized in the Bar B Bar Ranch Homeowners Association minutes.

17871608 v1