

# Rivella (f/k/a Ravello) Design Guidelines, Rules, and Regulations

DATED: January 31, 2019

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**EXHIBITS:**

'A'	ACB Contact Information
'B'	ACB Design Application Form
'C'	Mailbox Information
'D'	Residential Lot Information
'E'	Landscape Materials List and Guidelines
'F'	Irrigation Specifications/Owner Water Conservation Requirement
'G'	Approved Fence Guidelines
'H'	Development Wiring Standards
'I'	Accessory Structure Design Guidelines and Specifications
'J'	Exterior Color Palette
'K'	Builder Penalty Schedule
'L'	Material Selections Submittal and Approval Form
'M'	Insurance Requirements

Builder and other permitted information that has been previously approved by the ACB in writing. Builder shall additionally install any other signage as required by the ACB or any applicable laws, rules or codes, as determined and approved by the ACB. Builder is responsible for the cost of installing, maintaining and replacing any signage and hereby authorizes the ACB to remove any signs installed without the ACB's prior approval, without notice.

#### D. Walkways

The purpose of walkways is to lead pedestrians to the various entrances of the Home and accessory structures within the Home Lot. Walkways should be unobtrusive and match the driveway, or if located in the rear yard, the decking or patio materials.

#### E. Fences and Walls

Although landscape buffers are encouraged for visual screening, fences and walls must be approved by the ACB prior to installation, provided that:

- (a) Any fence or wall shall conform to the specifications set forth in the Approved Fence Guidelines, attached hereto as Exhibit "G", as amended from time to time;
- (b) The design and location of such fence or wall does not adversely affect the adjacent Home Lots;
- (c) The fence or wall, as designed or built, is permitted by the City and other applicable governmental agencies;

#### F. Mail Boxes

The ACB shall provide specifications for all mailboxes. See Exhibit "C" for location and model specifications. All mailboxes shall be located as determined by the Developer and the United States Postal Service.

### V. GENERAL NEIGHBORHOOD BUILDING DESIGN GUIDELINES

General Neighborhood Building Design Guidelines, including without limitation Lot Plans, Lot Criteria, Irrigation Plans and Landscape Plans for certain phases, parcels or areas located within the Development shall be as set forth on the attached Residential Lot Information, Exhibit "D". In the event of any conflict between the provisions of these Design Guidelines and Exhibit "D", the ACB shall resolve such conflict in its sole discretion.

#### A. Building Size

Homes, including without limitation swimming pools, decks and patios, shall be built in conformance with the permitted building allotments within the Development, as set forth on the

# **EXHIBIT G**

## **APPROVED FENCE GUIDELINES**

## EXHIBIT M

### INSURANCE REQUIREMENTS

1. Builder shall obtain and maintain insurance with insurance companies having an A.M. Best rating of at least A VIII for as long as Builder is engaging in construction in the Development:
  - a. Commercial general liability insurance, including coverage for contractual liability, products/completed operations liability, and explosion, collapse and underground damage liability, with a combined single limit of not less than \$1,000,000.00 per occurrence, covering all losses, damages and claims including claims for property damage, bodily injury and death arising out of Builder's (or its subcontractors') occupation, use of, activities on an ownership or property within the Development;
  - b. Automobile liability insurance with combined single limit of \$1,000,000.00 per occurrence covering all motor vehicles owned, hired or used in connection with Builder's (or its subcontractors') construction activities in the Development;
  - c. Worker's Compensation insurance, if and to the extent required by law and employer's liability insurance in the amount of \$500,000.00 per person, per policy and per disease.
  - d. Builder's Risk insurance covering Builder's activities in the Development, in such amount as is reasonably acceptable to Rivella Development, LLC; and
  - e. Commercial Umbrella with a limit of \$5,000,000.00 per occurrence.
2. All such policies, except worker's compensation, shall name the following parties as additional insureds:
  - a. Rivella Development, LLC, its members, their respective partners, officers, directors, parent, subsidiaries, affiliates, employees, and agents, and their respective heirs, successors, assigns and personal representatives;
  - b. The POA, and all officers, directors, employees, and agents thereof, and their respective heirs, successors, assigns, and personal representatives.
3. All policies shall be endorsed to provide (a) that they are primary coverages, not in excess of any other insurance available to Rivella Development and its affiliates, and (b) that each underwriter waives its right of subrogation against Rivella Development, the POA, and their affiliates.
4. Certificates evidencing the insurance and specific endorsements required hereunder shall be furnished to Rivella Development, LLC prior to commencing any work on any Lot. The certificates shall provide for 30 days' prior written notice to Rivella Development of any cancellation or material change. If requested by Rivella Development, Builder shall also provide the originals or certified copies of the insurance policies for inspection. Builder shall certify to Rivella Development that either Builder or Builder's subcontractors have in effect all insurance required for subcontractors under this Agreement.

## EXHIBIT K

### BUILDER PENALTY SCHEDULE

<b>Violation</b>	<b>1<sup>st</sup> Notice</b>	<b>2<sup>nd</sup> Notice</b>	<b>3<sup>rd</sup> Notice</b>
Failure to provide identification information for any employee, subcontractor or supplier	-0-	-0-	\$50
Using adjacent lot without prior written permission of Adjacent Lot Owner for any reason	-0-	\$500	\$1,000
Failing to maintain a safe, neat and orderly site, clean of debris	-0-	\$100	\$200
Failure to wear hardhats and adequate safety gear	-0-	\$50	\$75
Failure to promptly empty dumpsters when full	-0-	\$100	\$150
Removal of trash after 5:00 p.m. on Thursday-Sunday or Holidays	-0-	\$100	\$150
Permitting of any trash or debris outside of dumpster	-0-	\$50	\$75
Failing to have portable toilets within boundaries	-0-	\$50	\$75
Failing to have portable toilets properly screened, or with door facing street	-0-	\$50	\$75
Failing to have portable toilets properly maintained	-0-	\$50	\$75
Burning of any material within the Development	\$100	\$500	\$1,500
Failing to properly install silt fencing prior to start of construction and to properly maintain for the duration of construction period	-0-	\$100	\$200
Use of alcohol, illegal drugs or other intoxicants on Construction Site	-0-	\$100	\$200
Failure to prevent any construction traffic of its employees, subcontractors or suppliers to enter the development through any entrance other than those designated	-0-	\$50	\$75
Failure to use the required routes and parking areas designated by the ACB	-0-	\$50	\$75
Performing work any time other than 7:00 a.m. to 6:00 p.m. (Monday-Friday); 9:00 a.m. to 4:00 p.m. (Saturday) or on any Sunday or Holiday without prior ACB permission	-0-	\$50	\$75

Allowing employees, subcontractors or suppliers to bring any children or animals to the Construction Site	-0-	\$50	\$75
Permitting or allowing the playing of music or other non-construction sounds which are audible on properties adjacent to the Construction Site	-0-	\$50	\$75
Engaging in any non-construction activity at the Construction Site or within the Development	-0-	\$50	\$75
Operating a motorcycle within the Development	-0-	\$50	\$75
Allowing "rider" signs for subcontractors, architects, engineers or other construction trades on Homes Lots	-0-	\$50	\$75
Failure to keep Model Home property maintained, repaired, including interior & exterior cleaning, pool, landscape and trash pickup, etc.	-0-	\$100	\$200
Performing any maintenance activity without ACB permission after 12:00 on Friday or conduction on any Saturday, Sunday or Holiday	-0-	\$50	\$100
Failure to maintain at all times any permit signs required by governing municipality, with the proper identification of the builder and the address	-0-	\$50	\$75
Use of a model for any other purpose other than marketing	-0-	\$100	\$200
Conducting any business, occupation r profession on a Home Lot, or within a Home, except for the construction of improvements by Builder and any sales activities by Developer	-0-	\$100	\$200
Conducting installation of any materials, colors or landscape without proper ACB approval	-0-	\$100	\$200

## EXHIBIT M

### INSURANCE REQUIREMENTS

1. Builder shall obtain and maintain insurance with insurance companies having an A.M. Best rating of at least A VIII for as long as Builder is engaging in construction in the Development:
  - a. Commercial general liability insurance, including coverage for contractual liability, products/completed operations liability, and explosion, collapse and underground damage liability, with a combined single limit of not less than \$1,000,000.00 per occurrence, covering all losses, damages and claims including claims for property damage, bodily injury and death arising out of Builder's (or its subcontractors') occupation, use of, activities on an ownership or property within the Development;
  - b. Automobile liability insurance with combined single limit of \$1,000,000.00 per occurrence covering all motor vehicles owned, hired or used in connection with Builder's (or its subcontractors') construction activities in the Development;
  - c. Worker's Compensation insurance, if and to the extent required by law and employer's liability insurance in the amount of \$500,000.00 per person, per policy and per disease.
  - d. Builder's Risk insurance covering Builder's activities in the Development, in such amount as is reasonably acceptable to Rivella Development, LLC; and
  - e. Commercial Umbrella with a limit of \$5,000,000.00 per occurrence.
2. All such policies, except worker's compensation, shall name the following parties as additional insureds:
  - a. Rivella Development, LLC, its members, their respective partners, officers, directors, parent, subsidiaries, affiliates, employees, and agents, and their respective heirs, successors, assigns and personal representatives;
  - b. The POA, and all officers, directors, employees, and agents thereof, and their respective heirs, successors, assigns, and personal representatives.
3. All policies shall be endorsed to provide (a) that they are primary coverages, not in excess of any other insurance available to Rivella Development and its affiliates, and (b) that each underwriter waives its right of subrogation against Rivella Development, the POA, and their affiliates.
4. Certificates evidencing the insurance and specific endorsements required hereunder shall be furnished to Rivella Development, LLC prior to commencing any work on any Lot. The certificates shall provide for 30 days' prior written notice to Rivella Development of any cancellation or material change. If requested by Rivella Development, Builder shall also provide the originals or certified copies of the insurance policies for inspection. Builder shall certify to Rivella Development that either Builder or Builder's subcontractors have in effect all insurance required for subcontractors under this Agreement.