

**SUNSET COVE:**  
**CONSTRUCTION RULES AND REGULATIONS**

\_\_\_\_\_  
OWNER(S)

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ARB

# SUNSET COVE: CONSTRUCTION RULES AND REGULATIONS

## TABLE OF CONTENTS

1.0 Introduction	1
2.0 Building Permits	1
3.0 Construction Management Plan and Proposed Construction Schedule	1
4.0 Compliance Deposit	2
5.0 Construction Process	2
5.01 Preconstruction Meeting	2
5.02 Inspections During Construction	3
5.03 Construction Commencement and Completion	3
5.04 Contractor's Sign	3
5.05 Portable Toilets	4
5.06 Erosion Control	4
5.07 Grading, Fill and Lot Elevation	5
5.08 Natural Area Protection	5
5.09 Site Maintenance	5
5.10 Construction Equipment and Material Storage	6
5.11 Construction Parking Limitations	6
5.12 Right to Enter and Inspect Property for Compliance	6
5.13 Construction Hours	6
5.14 Conduct of Workers	6
5.15 Deliveries	7

OWNER(S)

CONTRACTOR

ARB

# SUNSET COVE: CONSTRUCTION RULES AND REGULATIONS

## **1.0 Introduction**

These Construction Rules and Regulations (“Rules and Regulations”) have been prepared by Declarant for use by Owner and Owner’s contractor(s) during the process of constructing improvements on a Lot in Sunset Cove after the plans and specifications have been approved by the Architectural Review Board (“ARB”) in accordance with Section 3.0 of the Architectural Guidelines. These Rules and Regulations are intended to be a convenient guide for understanding the construction process and the enforcement measures to ensure that improvements are constructed in compliance with the Architectural Guidelines, Covenants, these Rules and Regulations, and any other guidelines that may be promulgated by the Declarant or the ARB. These Rules and Regulations are a supplement to the Architectural Guidelines, which are incorporated herein by reference, and are meant to minimize any negative impact to Owner during the construction process. All capitalized terms used in these Rules and Regulations, unless specifically defined herein, shall have the meaning ascribed to them in the Architectural Guidelines and the Covenants.

## **2.0 Building Permits**

An Owner or Owner’s contractor may not apply for a building permit from the City of Galveston until the ARB has approved the plans and specifications submitted by an Owner or Owner’s contractor. The plans and specifications stamped “Approved by the Sunset Cove ARB” must be submitted to the City of Galveston in connection with obtaining a building permit. An Owner or Owner’s contractor may not obtain ARB approval and a building permit concurrently.

## **3.0 Construction Management Plan and Proposed Construction Schedule**

A construction management plan and a proposed construction schedule must be submitted with the Application for Final Design Review. The construction schedule shall provide an approximate timeline for commencement and completion of construction, connection to the Galveston County Municipal Utility District No. 30 (the “District”) utilities, completion of landscaping, and an anticipated date for issuance of a certificate of occupancy. The construction management plan shall identify the location of the limits of disruption zone, which is the area in which all construction activity shall take place, the location of the construction entrance and driveway and an on-site construction parking area, equipment storage, temporary structure, portable toilet, dumpsters, material lay-down and staging areas, construction sign, erosion-control measures, and bay- and vegetation-protection measures, if applicable. The ARB shall approve the construction management plan and a proposed construction schedule prior to commencement of construction.

\_\_\_\_\_  
OWNER(S)

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ARB

#### 4.0 Compliance Deposit

The Compliance Deposit, in the amount of \$2,500, posted by the Owner or Owner's contractor at the time the Application for Final Plan Review was submitted to the ARB shall be held by the ARB until Owner's contractor has completed construction of the approved improvements on the Owner's Lot, the Owner has submitted a *Request for ARB Inspection and Compliance Deposit Refund* using the form attached to these Rules and Regulations, and the ARB has issued a *Certificate of Compliance*. Upon completion of inspection and if all improvements are constructed in accordance with the approved plans, the ARB shall refund to the Owner or Owner's contractor (as designated on the Application for Final Plan Review) the Compliance Deposit less any funds expended by the ARB pursuant to the Architectural Guidelines, these Rules and Regulations, or the Covenants.

The ARB may draw upon the Compliance Deposit as necessary to cover, among other items, the cost of repairing damage to property and subdivision improvements caused by Owner or Owner's contractor, or by any of their agents, employees, or subcontractors (including, but not limited to, paved streets, curbing, drainage, utility lines, signage, landscaping, entry features, and irrigation systems); the cost of trash, sand, and dirt removal; routine maintenance of the Lot; the cost of removing, repairing, or completing any work on the Lot not constructed or completed in conformance with approved plans if not performed by Owner or Owner's contractor as required by the Architectural Guidelines or these Rules and Regulations; and to pay fines levied by the Association in accordance with the Covenants. If any part of the Compliance Deposit is applied by the ARB, the Association, or the Declarant pursuant to the Architectural Guidelines or these Rules and Regulations, Owner's contractor shall immediately upon demand deposit with the ARB a sum equal to the amount so applied in order to restore the Compliance Deposit to its original sum. Should the Owner's contractor accrue any fines during construction, the amount of the fine will be deducted from the Compliance Deposit. The Owner's contractor will then be required to replenish the amount deducted from the Compliance Deposit within fifteen (15) days of incurring the fine, or be subject to the conditions of Article VI of the Covenants. The Compliance Deposit amount shall not be a limit of liability for the Owner's contractor and shall exceed, as warranted, to cover any and all direct and associated costs related to the repair for any damage done to any natural or improved area of the subdivision.

#### 5.0 Construction Process

##### 5.01 Preconstruction Meeting

After Owner receives ARB approval of final plans and prior to commencement of construction, the Owner shall contact the ARB [Telephone No. (409) 737-9700] in order to schedule a meeting to take place at the Owner's Lot. The Owner's contractor is required to attend this meeting. The purpose of this meeting is for the ARB to review with the Owner and Owner's contractor the approved plans, construction management plan, construction schedule, these Rules and Regulations, and any other site-related issues (such as avoidance of construction within the Conservation Easement).

\_\_\_\_\_  
OWNER(S)

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ARB

Prior to scheduling a preconstruction meeting, all erosion-control measures shall be installed on the Lot, the contractor sign shall be installed, and the limits of the disruption zone shall be located on the Lot. All building setback lines, easements, and the building footprint shall be staked by a licensed Texas surveyor to ensure that there will be no encroachments of structures.

### 5.02 Inspections During Construction

Upon the installation of pilings, a piling survey shall be provided to the ARB to ensure compliance with lot lines, etc.

**1. Framing Inspection:** Upon completion of core and shell framing, and prior to enclosing exterior walls and roofs, Owner and/or Owner's contractor shall request a framing inspection by the ARB. The ARB will inspect the framing for the purpose of ensuring that the location, overall form, and building height are in compliance with the approved plans and specifications, and that no encroachments of the structure exist into setback areas, easements, rights-of-way, or adjacent Lots. A certified foundation survey will be required at this time. The ARB shall not be held liable for the structural integrity of any structures built upon the Lot.

**2. Final Inspection:** Upon completion of construction in accordance with the approved plans and specifications, including landscaping, the Owner shall request a final inspection by the ARB using the *Request for ARB Inspection and Compliance Deposit Refund* form attached to these Rules and Regulations.

### 5.03 Construction Commencement and Completion

Construction must commence within six (6) months after the date of final approval. If construction has not commenced within this time limit, final approval shall be deemed to have expired unless Owner, prior to such expiration date, has requested and received an extension in writing from the ARB.

All dwellings, including landscaping, must be completed within twelve (12) months from commencement of construction or the time indicated on the Application for Final Plan Review or Application for Modifications Approval, as the case may be. Exceptions may be granted where such completion by the designated date is impossible and when continuation would result in great hardship to the Owner or Owner's contractor due to strikes, fires, or national emergency or natural calamities as deemed by the ARB. If an extension is needed, the Owner or Owner's contractor must submit an extension request in writing, which must include a projected completion date. Failure to complete the project within the deadline established by the ARB may result in either special assessments, self-help measures, or other enforcement rights as set forth in the Covenants.

### 5.04 Contractor's Sign

Owner's contractor's sign, measuring no larger than 2' X 3', shall be installed prior to the start of clearing and grading. The sign shall remain properly installed throughout construction. Owner's contractor shall submit their proposed construction sign with the construction management plans for approval by the ARB prior to installation of the sign on the Lot and the commencement of

\_\_\_\_\_  
OWNER(S)

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ARB

construction. **Subcontractor signs or vendor advertising signs are prohibited.** No other signage, except as provided in the Covenants and approved by the ARB, is permitted on the Lot.

### 5.05 Portable Toilets

A portable toilet will be required for each job site. The portable toilet must be placed behind the Owner's contractor's sign, or if no sign, in the right-of-way to either side of the construction entrance, with the door opening toward the rear of the Lot.

### 5.06 Erosion Control

An erosion-control plan is mandatory for all Lots. The following erosion-control measures shall be followed on all job sites:

1. Wire-reinforced silt fence shall be installed on all four (4) sides to contain debris. A silt-fence gate is allowed for ingress/egress, but otherwise kept closed.
2. All roof drains shall drain into an energy-dissipation system, and then drain in accordance with Sunset Cove's engineered master drainage and grading plans. Concealed or buried cisterns for fresh water collection are encouraged.
3. All underground piping shall be within the Lot boundaries.
4. All drainage shall be routed to avoid damage or erosion onto adjacent Lots. Lots are graded for positive drainage into the street storm sewer system, common areas, or retention ponds. No changes are allowed to the grading of any Lot without a variance granted from the ARB.
5. A stabilized, construction entrance and driveway shall be installed on the Lot. The entrance and driveway shall consist of a minimum depth of six (6) inches of 3- to 4-inch aggregate material. The driveway shall have a minimum width of 10-feet and extend from the street 30-feet into the Lot.

Furthermore, erosion-control measures submitted to the ARB shall be maintained by the contractor during construction. Failure to properly maintain erosion-control measures will result in fines as set forth in these Rules and Regulations. In addition, multiple offenders will reimburse the Association for any costs incurred in bringing erosion-control measures into compliance, as well as for repairing any damage to adjacent Lots due to a lack of maintenance. The ARB and Association reserve the right to inspect and require modifications and/or corrections to existing drainage systems adversely affecting adjacent properties and/or easements.

Information pertaining to silt fencing, as referenced in the above requirements, has been included as *Attachment "A."*

\_\_\_\_\_  
OWNER(S)

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ARB

### 5.07 Grading, Fill, and Lot Elevation

No clay fill shall be allowed for any alteration to a Lot. All sand fill proposed shall be approved for type and activity by the ARB and the Declarant.

No change in the grading or elevation of any Lot shall be allowed. Maximum slab height over the existing grade is one (1) foot.

### 5.08 Natural Area Protection

No construction activity is allowed within the natural areas, described as Open Space Reserves (also known as "Conservation Easements") and Landscape Reserves on the recorded final plat. The Owner or Owner's contractor must install erosion-control silt fencing to protect these areas which, as required, shall be located outside the limits of the disruption zone *or* natural areas.

### 5.09 Site Maintenance

Owner's contractor and subcontractors must maintain the jobsite in a clean and orderly condition.

1. No fires are allowed on construction sites. No petroleum-based products or other potentially hazardous or toxic substances may be disposed of on any Lot or any drainage ditch, canal, pond, Galveston West Bay, or any other body of water.
2. No materials may be stored or placed in the street, Common Areas, reserve areas, public parking areas, or on adjacent Lots.
3. Only usable construction materials may be stored on a construction site. They must always be neatly stacked.
4. All wrapping and packaging materials, and food containers must be placed in a covered/enclosed trash receptacle to prevent debris from blowing onto adjacent property.
5. Discarded construction materials and debris must be removed daily or contained within a dumpster or solid-walled trash enclosure.
6. Dumpsters, debris bins, and other trash receptacles shall not exceed capacity. Owner's contractor must schedule prompt pick-up for bins and receptacles exceeding 75 percent (75%) of capacity to prevent overflow.
7. Care shall be exercised in the storage of materials and debris. Should it become necessary for the Association to clean a site or have a site cleaned, the cost will be deducted from the Compliance Deposit.

\_\_\_\_\_  
OWNER(S)

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ARB

### **5.10 Construction Equipment and Material Storage**

All construction materials shall be located in an area upon the Lot to minimize the visual impact from adjacent properties, common areas, and roads. Such storage area shall be shown on the construction management plan submitted with the Application for Final Plan Review. No heavy machinery shall be unloaded onto the private streets.

### **5.11 Construction Parking Limitations**

Construction parking on any internal street is limited to trade vehicles and deliveries only. Personal vehicles should be parked on the construction site. Construction trailers are subject to approval by the ARB. Contractors should use discretion in all other areas of the Development, and make an effort to avoid dangerous traffic congestion in areas where multiple homes are under construction.

### **5.12 Right to Enter and Inspect Property for Compliance**

The right of entry and inspection is specifically reserved by the ARB, its agents, and representatives to visit all or any portion of the Owner's Lot for verifying compliance with the requirements of these Rules and Regulations, the Architectural Guidelines, and the Covenants. A representative of the ARB will make periodic inspections during the entire construction period. The Owner will be notified in writing, with a copy to the Owner's architect and/or Owner's contractor, of any items and exceptions noted in the inspection report, and all such items and exceptions must be completed or resolved by the next meeting of the ARB.

### **5.13 Construction Hours**

Owner's contractor shall be allowed to work Monday through Friday from 6 a.m. to 7 p.m., and Saturday from 8 a.m. to 5 p.m. No work shall be performed on Sunday, Christmas Day, Thanksgiving Day, or the 4<sup>th</sup> of July. In addition, no pile driving shall be allowed on Saturday.

### **5.14 Conduct of Workers**

No alcohol or illegal drugs are permitted in the Development. Firearms are prohibited in the Development. No harassing or loud behavior is permitted. Any and all music must remain on-site and played at a volume that does not create a nuisance for the Lot Owners and Occupants, the Declarant and its affiliates, and the HOA. Owner's contractor and their workers shall not travel recklessly or at speeds in excess of posted limits. Owner's contractor and their workers shall not be allowed to travel within the Development unnecessarily, or use the amenities. Any Owner's contractor who is in violation of these Rules and Regulations will be fined in accordance with these Rules and Regulations. Owner's contractor is responsible for the conduct of their workers and for any subcontractor that Owner's contractor employs. Additional violations may result in the Owner's contractor being denied access to the Development.

\_\_\_\_\_  
OWNER(S)

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ARB

### **5.15 Deliveries**

Deliveries may only be made Monday through Saturday from 8 a.m. to 5 p.m. All gravel and earthwork hauling trucks must be fully enclosed or loads must be fully covered with a secured canvas top to prevent spillage and damage.

### **5.16 Fire Protection**

At least one (1) 10-pound, ABC-rated, dry-chemical fire extinguisher shall be present and readily available on a construction site at all times.

### **5.17 Protection of Property**

Construction on a Lot shall be confined to the "limits of disruption zone" designated on the construction management plan. Owner or Owner's contractor shall promptly restore any Common Areas and/or adjacent property damaged during construction to the satisfaction of the ARB and, in every case, within thirty (30) days after such damage occurs.

### **5.18 Roadway Maintenance**

Owner and Owner's contractor and subcontractors shall keep all roads and road rights-of-way within Sunset Cove free and clear of all materials, trash, and mud in connection with construction on a Lot. Mud on roadways, as a result of contractor and subcontractor operations, shall be promptly removed and cleaned from roadways. This is absolutely necessary for proper storm sewer operation and will be strictly enforced.

### **5.19 Water Connections**

Prior to the installation and turn on of permanent residential water service to the Lot, temporary water connections must be available on the Lot at all times during construction. At no time shall water be removed from a home on an adjacent Lot. In the event that water service is not available to the Lot, alternate methods must be approved in writing by the ARB.

### **5.20 Lighting**

All lights shall be turned off for the evening when the last person leaves the construction site.

### **5.21 Revisions and Changes of Approved Plans During Construction**

All revisions and changes to approved plans made during construction shall be submitted in writing to the ARB for approval prior to the implementation of such change. All revised drawings, materials, and color samples must be submitted using the *Request for Approval of Revised Construction Plans* attached to these Rules and Regulations, together with a nonrefundable fee in accordance with the Architectural Guidelines. Failure to obtain written approval for any revision during construction will result in fines being deducted from the Compliance Deposit.

OWNER(S)

CONTRACTOR

ARB

