

MARCELLA HOA, INC.

RULES & REGULATIONS

July 16, 2025

TABLE OF CONTENTS

1	INTRODUCTION TO THE RULES AND OBJECTIVES.	1
1.1	Built Environment to be in Harmony with the Natural Environment.	1
2	SITE DEVELOPMENT RULES.	1
2.1	General Requirements.	1
a)	Cut and fill slopes.	1
b)	Natural (or existing) Drainage Patterns.	1
2.2	Combining Residential Units.	2
2.3	Off-Street Parking.	2
2.4	Driveways.	2
2.5	Perimeter Walls and Fencing.	2
2.6	Patio Furniture.	3
2.7	Barbecues and Heat Lamps.	3
2.8	Outdoor Ceiling Fans.	3
2.9	Window Coverings.	3
3	LANDSCAPE DESIGN RULES.	3
3.1	Introduction.	3
3.2	Native Areas/Natural Vegetation.	3
3.3	Ornamental Areas (Private Areas).	4
3.4	Protecting and Preserving Existing Plants.	4
3.5	Exterior Lighting.	4
3.6	Lighting Rules.	5
a)	Frontage Street Landscape Lighting.	5
b)	Flood and Spotlight Fixtures.	5
c)	Walk Lights.	5
3.7	Hardscape Materials.	6
3.8	Barbecues and Firepits.	6
3.9	Fireplaces.	6
3.10	Play Equipment.	6
3.11	Showers.	6
3.12	Mailboxes.	6
3.13	Art.	6
3.14	Ornaments.	7

3.15	Seasonal Displays.	7
3.16	Water Elements.	8
a)	Pool/Spa.	8
b)	Fountains.	8
3.17	Boulders.	8
3.18	Pots.	9
3.19	Irrigation Systems.	9
3.20	Landscape Maintenance Requirements.	9
a)	Plantings.	9
b)	Irrigation.	9
c)	Landscape Lighting.	10
d)	Boulders.	10
3.21	Water Wise Landscaping.	10
4	CONSTRUCTION RULES.	11
4.1	Construction Regulations.	11
a)	Removing Natural Material.	11
b)	Cleaning Equipment.	11
c)	Disposal Methods.	11
d)	Animals.	11
e)	Radios and Audio Equipment.	11
f)	Catering Trucks.	11
g)	Overnight Parking.	11
h)	Vehicle Maintenance.	12
4.2	Temporary Use of Adjacent Properties.	12
4.3	Site Access Regulations.	12
4.4	Hours of Construction.	12
4.5	Site Conduct and Safety Precautions.	12
a)	Construction and Builder Regulations.	12
b)	DRC Instructions.	12
c)	Alcohol.	13
d)	Disturb or Damage.	13
e)	Safety.	13
f)	Safeguards.	13
4.6	Site Maintenance.	13

a) Cleanliness.	13
b) Debris.	13
c) Equipment Removal.	13
4.7 Disposal of Site Spoils.	13
4.8 Compliance.	14
5 Restricted Activities.	14
a) Pets.	14
b) Conditions that Disturb.	14
c) Compliance with Laws.	14
d) Cleanliness.	14
e) Offensive Activity.	14
f) Outside Burning.	14
g) Audio Equipment.	15
h) Fireworks.	15
i) Dumping.	15
j) Trash.	15
k) Drainage Flow.	15
l) Subdivision of Residential Unit.	15
m) Bodies of Water.	15
n) Timesharing and Fraction-Sharing.	16
o) Firearms.	16
p) Fuel Storage.	16
q) Business Activity.	16
r) Hunting Wildlife.	17
s) Sound and Light Pollution.	17
t) Garages.	17
u) Pathways and Trails.	17
v) Waste Disposal.	17
w) Residential Unit Exterior.	17
6 PROHIBITED CONDITIONS. THE FOLLOWING SHALL BE PROHIBITED WITHIN THE PROPERTY:	18
a) Enjoyment of Development.	18
b) State of Disrepair.	18
c) Temporary Buildings.	18

d) Septic tanks.	18
e) Water Source.	18
7 APPENDIX	18
7.1 Amending the Design Rules.	18
7.2 Non-Liability of the DRC and the Developer.	18
7.3 Incorporation.	19
7.4 Enforcement.	19
7.5 Right of Waiver.	19
7.6 Severability.	19
EXHIBIT A	20
EXHIBIT B	25

1 INTRODUCTION TO THE RULES AND OBJECTIVES.

1.1 Built Environment to be in Harmony with the Natural Environment.

Marcella (hereafter referred to as the Development) is a magnificent setting located high above the valley floor within the Deer Valley Resort. The creation of a truly unique community and the harmonious blending of the natural environment with the built environment are the core design philosophies of this community.

These Rules and Regulations ("Rules") are authorized pursuant to Section 3.4(b) of the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Marcella ("Declaration"). Capitalized terms used but not defined in these Rules shall have the meanings given them in the Declaration.

Owners in the Development are encouraged to explore and examine the natural opportunities and constraints of their unique surroundings; to integrate the views and terrain available into their personal setting, and to cause minimal disruption to the existing environment. Every structure is to be built with an understanding of the site so that it becomes a part of the site rather than a structure that merely sits upon it.

These Rules are administered and enforced by the Design Review Committee ("DRC") and the Marcella HOA board. The DRC and these Rules are meant to enforce reasonable rules and controls for the Development. The DRC and these Rules are not meant to duplicate or supersede the requirements or functions of MIDA or Wasatch County.

2 SITE DEVELOPMENT RULES.

2.1 General Requirements.

Any changes to the natural topography of a Residential Unit must be made in accordance with the following general limitations (absent special circumstances).

a) Cut and fill slopes.

Cut and fill slopes may not be left exposed following completion of construction, and the responsible Owner must make every effort to re-naturalize them, including restoring the grade, rounding the tops and toes of slopes, and replanting native species outside the building envelope.

b) Natural (or existing) Drainage Patterns.

Natural (or existing) drainage patterns for surface waters must not be changed if such changes could adversely affect another Owner. If an Owner fails to comply with the provisions of this Section, the DRC may require the Owner to immediately restore the Residential Unit to its pre-existing state. The Owner shall reimburse the DRC and/or the

Board for all expenses incurred by them in performing their obligations under this paragraph.

2.2 Combining Residential Units.

If an Owner wishes to combine two or more contiguous Residential Units into a single Residential Unit, the Owner may do so only with the prior consent of the DRC and only if the DRC determines that the proposed Improvements for the combined Residential Units will not materially interfere with the views of neighboring Residential Units or Common Areas or impair the privacy of neighboring Owners. The Owner is required to submit a proposed building envelope plan for the combined Units to the DRC as early in the review process as possible.

The plat for the combined Residential Unit must be approved by and recorded with the Wasatch County. All expenses incurred in connection with the approval of the combined Unit are the responsibility of the Owner.

2.3 Off-Street Parking.

Each residence shall have a minimum two (2) car enclosed garage. In addition, at least two (2) additional parking spaces shall be provided on the Residential Unit to accommodate guests or service vehicles. No exterior storage of boats, trailers or other recreational vehicles, or inoperable autos will be permitted on any Residential Unit. Parking any vehicles on private streets or thoroughfares, or parking of commercial vehicles, motor homes, recreational vehicle trailers (as those terms are defined in the Utah Community Association Act) or inoperable vehicles in places other than enclosed garages is prohibited. Owners and residents must park vehicles in their respective garages before parking elsewhere on the Residential Unit.

2.4 Driveways.

Where feasible, driveways and auto courts shall be located to avoid impacting important natural features of a lot such as large existing trees, rock outcroppings, or natural drainages. The obligation to construct, maintain, repair and replace the Driveway serving a Lot shall be the sole responsibility of the Owner of the Lot(s) served thereby. Owners served by Shared Driveways are jointly responsible for the maintenance and repair of their Shared Driveway. The maximum grade for a Driveway shall be 14%, and locations that exceed 12% shall be heated. Utility providers shall have the right to install, maintain and operate underground utilities and minor required surface facilities within any Driveway Easement as necessary or desirable in providing utility services, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees, and vegetation that may have been placed within the Driveway Easement.

2.5 Perimeter Walls and Fencing.

Walls and fencing are prohibited.

2.6 Patio Furniture.

Patio furniture and umbrella colors, where visible from streets or neighboring Units or Common Areas, must be architecturally consistent with the residence. The DRC reserves the right to reject or cause to be removed any such items if they are incompatible with the surrounding architectural and landscape design.

2.7 Barbecues and Heat Lamps.

Barbecue areas and heat lamps shall be architecturally consistent with the residence. Material selection shall be compatible and harmonious with all other selected building materials to promote site-design continuity. All equipment that is visible from streets or neighboring Units or Common Areas must not be reflective or contain bright colors.

2.8 Outdoor Ceiling Fans.

Outdoor ceiling fans, where visible from adjacent streets or neighboring Units or Common Areas, must be architecturally consistent with the design of the residence and subject to DRC approval. Ceiling fans shall have no lights and shall be close to ceiling elements and not have long support rods. All ceiling fans must be approved by the DRC prior to installation. Colors of ceiling fans shall be complementary to the main residence. Reflective materials such as brass or chrome are not allowed.

2.9 Window Coverings.

White window coverings or window coverings with harsh, highly contrasting, or reflecting colors that detract from the surroundings are prohibited. Window and wall air conditioning units are prohibited.

3 LANDSCAPE DESIGN RULES.

3.1 Introduction.

The goal of Marcella is to preserve and enhance the beauty and character of the community's natural environment. Toward this end, landscaping should complement the innovative and creative design of the structures and create a visual transition from the natural to the built environment.

3.2 Native Areas/Natural Vegetation.

Structures and grading may not be constructed or performed on native areas outside of the Building Envelope (as shown on the applicable plat of subdivision pursuant to which the Unit was created). Minimal work may be performed in such areas as long as the vegetation and land surface are not permanently damaged and provided it is possible to clean and trim to enhance recuperation. Any proposed landscaping of such areas will be closely reviewed by the DRC. Native areas that were disturbed during construction of the initial building phase but restored after completion thereof shall be deemed native areas again and shall be kept in a native state from that time forth.

Any proposed plant removal or transplanting operations must be indicated on the landscaping plan and detailed in writing in the Application. Natural, irregular landscaping edges are preferred to straight lines. No work that will alter native areas is to proceed without prior approval by the DRC. The DRC may require that transplanting occur at a time that ensures the best chance for survival.

Sod coverage shall be minimized and shall comprise no more than 10% of a Residential Unit's usable area, defined as the areas of the Residential Unit that have less than a thirty percent (30%) slope.

A list of plants that may be planted within a Residential Unit's usable area is found on Exhibit A. Plants not found on the list may be planted with the approval of the DRC.

The landscape plan submitted by an Owner shall include plans for revegetation and restoration of building pads and disturbed areas.

3.3 Ornamental Areas (Private Areas).

There are fewer restrictions on the types of plants, shrubs, and trees allowed in "Ornamental Areas." Permitted vegetation includes those plant materials listed on Exhibit A, and, if approved by the DRC, any other plant suitable for the temperate zone. "Ornamental Areas" includes courtyards, atriums, or areas behind walls where non-indigenous plants are appropriate despite their greater watering needs. Ornamental Areas may be designed as a mini oasis which may be as lush and varied as desired by the Owner. However, all plants which are visible from a street or adjacent Residential Unit or Common Area must be plants that are listed on Exhibit A or approved by the DRC. Plants in the Ornamental Area must be adequately screened from public view.

3.4 Protecting and Preserving Existing Plants.

Care should be taken to protect all existing mature trees in the Development. The DRC may require the replacement of any tree that dies which is visible from neighboring streets, Residential Units or Common Areas, whether the tree is native, transplanted, or nursery-grown, with a tree of the same species and size.

3.5 Exterior Lighting.

Exterior lighting is often the only way to experience a landscape at night. Landscape lighting can be a strong design element and can enhance safety. The DRC will review all proposed lighting to determine whether it enhances the beauty, sophistication, and integrity of the Development. Instead of conventional pole lighting, the DRC uses soft, indirect ambient light, reflected from the landscape planting to light the streets in the Development. The intent is to preserve the natural feel of the Development. In all cases, lighting shall conform to rules found in the MIDA Joint IDA - IES Model Lighting Ordinance (2011).

3.6 Lighting Rules.

The view of the night sky is an extraordinary asset of our mountain community. Brightening of the night sky and illumination of natural habitat caused by lights, and other man-made sources, has disruptive natural cycles of nocturnal wildlife as well as the rural mountain character at Marcella. All site lighting shall conform to the MIDA Control Area Dark Sky Initiative standards. Refer to the MIDA adopted Joint IDA - IES Model Lighting Ordinance (MLO with User's Guide June 15, 2011). Lighting shall be designed to protect the night sky through limiting the number of fixtures and directing light to the specific location needed. Up-lighting, multi-directional, or adjustable light fixtures are prohibited. Decorative fixtures should complement the architectural features of the residence. Exterior lighting will only be allowed within the Building Envelope in areas where the fixtures serve to light occupied areas of the home, such as a porch, walkway, patio, or deck, or as to the extent required for safety, while meeting dark sky requirements. Flood lighting is only permitted as part of an alarm system. A string of driveway lights clearly defining the drive alignment shall not be allowed. All exterior light sources are to be LED, halogen, or other "soft yellow or white" lights. Sodium vapor or other colored lights are prohibited except for temporary holiday decorations. All static exterior lighting must turn off by 10:00 pm; only approved motion-sensor lighting allowed afterward. Homes with large areas of glass or areas with brightly illuminated interior or exterior spaces may be required to install light mitigation measures to reduce impacts to the night sky. Such requirements may include automatic shades or deeper eaves. No lighting of any kind is permissible within the Natural Area, with the exception of approved driveway lights or address markers as outlined in the Design Guidelines, "Miscellaneous Site Elements". All exterior lighting, including landscape lighting, must undergo the approval process by the Marcella DRC at the Final Design Review stage. A comprehensive Landscape lighting plan is mandatory and should be submitted to the DRC for their review and approval. During the evaluation process, the DRC will assess the visibility, location, and style of the proposed exterior lighting.

a) Frontage Street Landscape Lighting.

Owners must use soft, indirect ambient light similar to that described in Section 3.6 along the street frontage of the Residential Units. Landscape lighting must be connected to a timeclock and photocell serviced by the Owner's electrical panel. Final selection and location of fixtures and electrical work must be approved by the DRC.

b) Flood and Spotlight Fixtures.

Above-grade flood lights as part of an alarm system shall be installed and shielded to minimize glare into neighboring streets, Residential Units, or Common Areas, and shall be of 'specification' grade (preferably copper or brass construction) to prevent maintenance problems due to high-alkaline soils.

c) Walk Lights.

Walk lights placed adjacent to walkways in shrub or groundcover areas must use below-grade junction boxes to minimize the daytime visibility of the hardware.

3.7 Hardscape Materials.

Hardscape materials for landscape use shall be aesthetically pleasing, harmonious, and compatible with the environment and surrounding architecture to complement and enhance the natural landscape. All hardscape materials shall be subject to approval by the DRC.

3.8 Barbecues and Firepits.

Portable barbecues will only be permitted if they have lidded cookers. Material selection shall be compatible and harmonious with all other selected building materials to promote site-design continuity. No reflective materials are allowed. A dark cover is required for stainless steel or similar equipment.

3.9 Fireplaces.

Wood burning or other solid fuel burning fireplaces are prohibited. Material selection shall be compatible and harmonious with all other selected building materials to promote site-design continuity.

3.10 Play Equipment.

Exterior recreational or play equipment such as swing sets, slides, play structures, jungle gym, and similar equipment may be approved by the DRC as long as they are located within the Building Envelope and screened from view of neighboring homesites and Common Areas and are not lit. The location, size, and construction details of play equipment shall be included on the Residential Unit's site and landscape plans.

3.11 Showers.

Outside showers are permitted only if screened from public view. Screening shall be architecturally consistent with the residence. Material selection shall be compatible and harmonious with all other selected building materials to promote site-design continuity.

3.12 Mailboxes.

Mail delivery for the Development will be located at a Marcella common area in a standalone community mailbox, room, or structure approved by the United States Postal Service. Individual mailboxes on Residential Units are unnecessary and are not allowed.

3.13 Art.

All exterior sculptures and/or artwork visible from adjacent residences or common property must be approved by the DRC prior to installation. No reflective materials or bright colors shall be allowed in areas visible from the roadways, Common Areas, or adjacent homesites. The final design submittal is

to include detailed information on size, location, materials, colors, mounting details, and lighting.

3.14 Ornaments.

Garden and lawn ornaments (such as pink flamingos) are not permitted unless located within the Ornamental Area and screened from view.

3.15 Seasonal Displays.

Exterior holiday decorations are permitted subject to the following time, place, and manner restrictions. This Section is not intended to discourage exterior holiday decorations, but to ensure that such decorations are tasteful and meet the Development's high standard of quality.

Holiday decorations should be subtle, soft, and tasteful. Decoration displays should not have a commercial appearance and should not be "overdone" in brightness, size, or visibility from surrounding streets, Residential Units, and Common Areas.

The DRC reserves the right to prohibit and/or cause to be removed any holiday decorations it deems inappropriate under this Section.

No "lawn ornament" type holiday decorations or plastic sculptures may be displayed on the exterior of the Residence. Decorations will not be allowed to be mounted on roofs or located outside of the site walls or Building Envelope. Cut evergreen trees decorated as holiday trees will not be allowed on the exterior of the Residence.

Although holiday lights are allowed, no chasing, twinkling or blinking lights will be allowed. Lights will not be allowed to outline an entire Residence.

No exposed spotlights will be allowed. Lights are allowed around window frames, soft/eave lines, and landscaping only as noted above. Luminaries will be allowed on walls, along driveways and patios, but not on roofs or parapets. Paper luminaries with candles are not allowed due to potential fire danger. Care must be taken so that luminaries do not blow away or litter adjacent properties.

Exterior holiday music is not allowed except for exterior music for personal and social enjoyment within the outdoor living spaces, (e.g., patios, terraces, pool), provided it does not disturb other Owners and is in compliance with all other provisions of the CC&Rs. Holiday decorations, other than lighting, will be allowed only between Thanksgiving and January 30th. Holiday lighting will be allowed to be powered on between October 30th and March 30th. Holiday lighting shall be taken down as soon as weather permissible but shall in no case be taken down later than May 15th. Decorations for other holidays may be installed no more than two (2) weeks prior to the holiday and must be removed within one (1) week after the holiday.

3.16 Water Elements.

a) Pool/Spa.

Consideration should be given in the designing of pool and spa areas to provide for privacy of the Owner and neighboring Owners. Pools and spas should complement the overall design of the individual Residential Unit as well as the Development as a whole. These elements should not appear to have been installed as after-thoughts and simply appended to the home. Precast or molded spas may not stand alone without architectural design that incorporates it in the overall outdoor design of the home. All pools and spas must be reviewed and approved by the DRC.

Infinity edges shall be designed and installed so that the outfall portion of the infinity edge (where visible from adjacent streets, Residential Units, or Common Areas), shall appear as a natural scape, blending with the existing, natural theme. No brightly colored tile shall be placed on weir faces.

Pool and spa equipment shall be screened from view. If a below-grade vault is used to contain pool equipment, the vault shall be located at least five feet (5') from any property line. No vent stacks are allowed. The use of high-efficiency heaters eliminates the need for conventional stacks.

b) Fountains.

As used in these Rules, "Fountain" means any body of water other than a swimming pool or spa. "Fountain" includes waterfalls, water falling into pools or other bodies of water, ponds, and bird baths.

Fountains shall be located at least three feet (3') from any property line. The DRC may approve reduced setback requirements for smaller Fountains (such as bird baths, small fountains, ornamental ponds, and wall fountains) on a case-by-case basis.

All Fountains shall be subject to review and approval by the DRC. Re-circulating water shall be used for all Fountains.

3.17 Boulders.

Natural boulders and rock indigenous to the Development are encouraged. At least 1/3 of the height of the boulder shall be placed into the finish grade. Boulders shall be placed in aesthetic groupings of two or more to achieve a natural look.

Artificially crafted boulders are permissible if they have qualities of form, character, and color that are representative of indigenous varnish specimens. Field samples or photographs of artificial work shall be submitted to the DRC.

3.18 Pots.

Pots placed outside the home and which are visible from outside the Residential Unit shall be constructed of or have the appearance of a "natural" material such as stone, clay, or textured/colored concrete. Pots made of fiberglass, plastic, glossy finished glazes, or metals will not be allowed without the approval of the DRC.

3.19 Irrigation Systems.

Irrigation systems and controller programs shall be designed to meet the peak demand of all plant material without overspray, runoff, or over-watering. Installation of tensiometers and rain guards are encouraged to protect automatic systems from water damage.

All control valves, gate valves, and quick couplers shall be installed in valve boxes with removable lids flush with finish grade.

All drip emitters shall be at grade. Spray heads visible from neighboring streets, Residential Units, or Common Areas or adjacent to streets and sidewalks shall be pop-up style. Risers may be used only if installed adjacent to walls and visually screened.

3.20 Landscape Maintenance Requirements.

a) Plantings.

Each Owner shall maintain all plantings in a healthy growing condition. Fertilizer, cultivation, and pruning shall be carried out on a regular basis in accordance with the approved maintenance schedule submitted by the Owner to the DRC. The Owner is responsible for obtaining this maintenance schedule from the landscape contractor or landscape architect.

Dead and dying plant material shall be removed and replaced with like species and size within fourteen (14) working days. No species substitutions are allowed without written approval of the DRC.

Any modifications to the installed, approved landscape architectural design which is visible from surrounding streets, Residential Units, or Common Areas must be pre-approved by the DRC.

b) Irrigation.

The Owner shall be responsible for maintaining the irrigation systems. All emitters, spray heads, and valves shall be properly adjusted for optimum coverage and minimal overspray onto walks, drives, walls, or planting areas not designed for additional water.

The automatic controller shall be kept in proper working condition. It shall be adjusted, cleaned, and repaired regularly to ensure all remote-control valves are programmed to the appropriate watering and cycle times according to seasonal and/or climatic conditions.

All landscaped areas shall be provided with an automatic irrigation system. Drip irrigation shall be used in all planter areas.

All irrigation piping, connections, swing joints, and sleeving shall be installed below grade.

All irrigation shall be designed with a reduced pressure backflow device to prevent contamination of domestic (potable) water lines. This backflow device shall be discreetly located and visually screened with plant material.

The automatic controller and its enclosure must be located in the service yard, mechanical room, or similar well screened area out of public view.

The Association may require low water use during drought conditions.

c) Landscape Lighting.

All landscape lighting fixtures shall be kept in optimum working condition for aesthetics and security. Proper beam direction and alignment of fixtures shall be regularly checked and adjusted. Lenses shall be kept cleaned; lamps shall be replaced immediately as necessary. Plant material, which serves to screen light fixtures, shall be selectively trimmed to ensure unobstructed light beams.

d) Boulders.

If landscape boulders have been stained and the color fades, it is the responsibility of the Owner to reestablish the original varnish color.

e) Drainage.

All drainage amenities including drain tiles, catch basins, sumps, bubbler boxes, roof gutters, and surface swales shall be kept free of debris and obstruction to ensure positive drainage flow of nuisance water.

3.21 Water Wise Landscaping.

Notwithstanding anything to the contrary in these Rules, the Association supports the installation of water wise landscaping and the use of water wise plant material, as that term is defined in Section 57-8a-231 of the Act, in any areas that one or more Owners, but not the Association, are obligated to maintain, and nothing in these Rules is intended to prohibit or have the effect of prohibiting an Owner from incorporating water wise landscaping on the Owner's Lot. Water wise landscaping shall be subject to review and approval by the DRC. These Rules may be amended to adopt more specific requirements for water wise landscaping consistent with the Act.

4 CONSTRUCTION RULES.

4.1 Construction Regulations.

To ensure that the natural environment of the Development is not unduly damaged during construction, the Owners shall be subject to the following construction regulations. Any violation of the provisions of this Section 4 by a contractor of an Owner shall be deemed a violation by the Owner.

Owners and their contractors should reference the construction mitigation document found in the Design Guidelines.

The following practices are strictly prohibited:

a) Removing Natural Material.

Removing any natural material from the Development except as necessary in constructing the Improvements, including but not limited to rocks, plants, topsoil, or other natural materials.

b) Cleaning Equipment.

Allowing concrete suppliers, plasterers, painters, or any other subcontractors to clean their equipment anywhere but in a location specifically approved for that purpose by the DRC.

c) Disposal Methods.

Using disposal methods other than those approved by the DRC.

d) Animals.

No animal may be brought into the Development by construction personnel.

e) Radios and Audio Equipment.

Radios and other audio equipment may not be played on construction sites in the Development.

f) Catering Trucks.

Catering truck locations must be pre-approved by the Design Review Committee. Catering trucks may not use their horns except in cases of emergency. Catering truck schedules should be consistent so that workers are aware of break times. Trash generated from catering truck purchases must be contained and disposed of properly. Catering truck drivers who repeatedly violate these requirements may be denied access to the Development.

g) Overnight Parking.

No overnight parking is allowed on construction sites in the Development without approval of the DRC.

h) Vehicle Maintenance.

Maintenance on construction vehicles may not be performed in the Development. Maintenance on heavy machinery is allowed onsite. When performing maintenance on heavy machinery there must be a system in place for handling fluid spills and leaks, including appropriate containment and cleanup procedures. All fluids associated with the maintenance or repair of heavy machinery must be properly mitigated to prevent environmental impact.

4.2 Temporary Use of Adjacent Properties.

The use of a vacant Residential Unit adjacent to or near the Residential Unit under construction for vehicular access, parking or material storage is prohibited without the written permission of the Owner of the affected Residential Unit. General contractors, employees, subcontractors, and suppliers shall not enter Common Areas for any reason at any time without the permission of the DRC.

4.3 Site Access Regulations.

The general contractor shall furnish the name, company name, arrival date, and Residential Unit destination of all persons working at the construction site. The DRC may cancel security clearance for construction personnel who are in violation of these Rules or the Declaration.

The speed limit within the Development shall not exceed 25 miles per hour. The speed limit is strictly enforced. Speeds of less than 25 miles per hour will be required in areas where unsafe conditions warrant.

4.4 Hours of Construction.

Hours of construction shall be limited to Monday through Friday, 7:00 am to 7:00 pm and Saturday, 8:00 am to 5:00 pm. No construction shall occur on Sundays or on observed federal or state holidays unless approved by the DRC.

4.5 Site Conduct and Safety Precautions.

The general contractor, subcontractor, and all suppliers must:

a) Construction and Builder Regulations.

Comply with the provisions set forth in the Construction and Builder Regulations on page 65 of the Design Guidelines.

b) DRC Instructions.

Follow the instructions of DRC members, DRC security staff, and other authorized representatives of Declarant or the DRC.

- c) Alcohol.
Not allow alcoholic consumption under any circumstances within the Development.
- d) Disturb or Damage.
Not damage or disturb the work of others.
- e) Safety.
Take all necessary precautions for the safety of all persons, materials, and equipment on the construction site and adjacent areas.
- f) Safeguards.
Furnish, erect, and maintain approved barriers, lights, signs, and other safeguards to adequately warn persons of any dangerous conditions on or near the construction site.

4.6 Site Maintenance.

The general contractor, subcontractors and suppliers must comply with the following rules established for the maintenance and cleanliness of the construction site:

- a) Cleanliness.
Maintain the site in a clean and orderly condition and immediately remove any waste materials or debris.
- b) Debris.
Remove all debris generated by employees from the construction site on a daily basis.
- c) Equipment Removal.
Remove all equipment, materials, supplies, and temporary structures when any phase of the construction is complete, leaving the area neat and orderly. Equipment not in daily use must be removed from the construction site. Vehicles and heavy equipment such as cranes and tractors may not be left on the construction site overnight without permission from the DRC.

4.7 Disposal of Site Spoils.

Any spoils generated from the site grading must be placed on the Residential Unit or hauled out of the community. No materials may be placed on the streets, other Residential Units, or Common Areas.

4.8 Compliance.

The DRC reserves the right to deny site access to any general contractor, subcontractor, or supplier who is in violation of the provisions of this Section 4 and reserves the right to halt construction on a Residential Unit where the Improvements are being constructed contrary to approved plans or variances, or in violation of these Rules or the Declaration.

5 **Restricted Activities.**

The following activities are prohibited within Marcella unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board:

a) Pets.

Pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Residential Units shall be removed upon the request of the Board. If the pet owner fails to honor such request, the Board may contact animal control or other local authorities to secure the animal, in addition to any other remedies available under the governing documents or at law or equity. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Pets shall be registered, licensed, and inoculated as required by Applicable Law.

b) Conditions that Disturb.

Any activity which emits foul or obnoxious odors outside the Residential Unit or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Residential Units.

c) Compliance with Laws.

Any activity which violates Applicable Laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation.

d) Cleanliness.

Pursuit of hobbies or other activities tending to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Residential Unit.

e) Offensive Activity.

Any noxious or offensive activity that in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Areas or to the occupants of other Residential Units;

f) Outside Burning.

Outside burning of trash, leaves, debris, or other materials.

- g) Audio Equipment.

Use or discharge of any radio, loudspeaker, horn, whistle, bell or other audio equipment or sound device so as to be audible to occupants of other Residential Units, except alarm devices used exclusively for security purposes.
- h) Fireworks.

Use and discharge of firecrackers and other fireworks.
- i) Dumping.

Dumping grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances in any drainage ditch, stream, pond or lake or elsewhere within the Development, except that fertilizers may be applied to landscaping on Residential Units provided care is taken to minimize runoff, and Declarant and Builders may dump and bury rocks and trees removed from a building site on such building site;
- j) Trash.

Accumulation of rubbish, trash, or garbage except between regular garbage pick-ups, and then only in approved containers.
- k) Drainage Flow.

Obstructing or rechanneling drainage flows after location and installation of drainage swales, storm sewers or storm drains, except that Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Residential Unit without the Owner's consent;
- l) Subdivision of Residential Unit.

Subdivision of a Residential Unit into two or more Residential Units or changing the boundary lines of any Residential Unit after a subdivision plat including such Residential Unit has been approved and recorded, except that Declarant shall be permitted to subdivide or replat Residential Units which it owns.
- m) Bodies of Water.

Swimming, boating, use of personal floatation devices or other active use of lakes, ponds, streams or other bodies of water within Marcella, except that Declarant, its successors and assigns shall be permitted and shall have the exclusive right and easement to draw water from lakes, ponds and streams within the Development for purposes of irrigation and such other purposes as Declarant shall deem desirable. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams, or other bodies of water within or adjacent to the Development.

n) Timesharing and Fraction-Sharing.

Use of any Residential Unit for operation of a timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Residential Unit rotates among participants in the program on a fixed or floating time schedule over a period of years.

o) Firearms.

Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge.

p) Fuel Storage.

On-site storage of gasoline, heating or other fuels, except that a reasonable amount of fuel may be stored on each Residential Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association and Commercial Units shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment;

q) Business Activity.

With respect to Residential Units only, any business, trade, garage sale, moving sale, rummage sale or similar activity, except than an Owner or occupant residing in a Residential Unit may conduct business activities within the Residential Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Residential Unit; (ii) the business activity conforms to all zoning requirements for the Development; (iii) the business activity does not involve door-to-door solicitation of residents of the Development; (iv) the business activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Development which is noticeably greater than that which is typical of Residential Units in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the Development and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development, as may be determined in the sole discretion of the Board. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit, or (iii) a license is required. Leasing of a Residential Unit in accordance with the terms of the Declaration shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant, or a Builder approved by Declarant with respect to its development and sale of the Development.

r) Hunting Wildlife.

Capturing, trapping, or killing of wildlife within the Development, except in circumstances posing an imminent threat to the safety of persons using Marcella, or as determined by the Association to constitute a nuisance.

s) Sound and Light Pollution.

Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Development, or which use excessive amounts of water, or which result in unreasonable levels of sound or light pollution.

t) Garages.

Except as otherwise allowed by law, conversion of any garage to finished space for use as an apartment or other integral part of the living area on any Residential Unit.

u) Pathways and Trails.

Operation of motorized vehicles on pathways or trails within the Development.

v) Waste Disposal.

Disposal or drainage of sewage, wastewater, storm water or other water matter from the Property into canals or other bodies of water within or adjacent to the Property; and

w) Residential Unit Exterior.

Any construction, placement, or modification of anything, permanently or temporarily, on the outside portions of the Residential Unit, whether such portion is improved or unimproved, except in strict compliance with the provisions of the Declaration, the Design Guidelines, or these Rules. This shall include, without limitation, signs, basketball hoops, swing sets and similar sports and play equipment; clotheslines or other clothes drying facilities; garbage cans; woodpiles; above-ground swimming pools; docks, piers and similar structures; and hedges, walls, dog runs, animal pens, or fences of any kind. Except as allowed by federal regulations, standard TV antennas, satellite dishes and other similar hardware (collectively, "Reception Devices") which are one meter in diameter or less shall be permitted at the Development, and no other Reception Devices shall be permitted, provided that the erection or all otherwise permitted Reception Devices shall be subject to the prior written approval of the DRC, which shall have the maximum authority permitted by applicable law to impose conditions thereon, such as prior written approval of location, appearance (including color) and screening. In the event any screening or other condition required by the DRC is determined by the Board (in its sole and absolute discretion) to be likely to result in a cost in excess of the amount the Owner in question can be legally required to incur, the Board shall have the authority to expend common funds to pay or reimburse such excess cost."

6 PROHIBITED CONDITIONS. THE FOLLOWING SHALL BE PROHIBITED WITHIN THE PROPERTY:

a) Enjoyment of Development.

Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Development.

b) State of Disrepair.

Structures, equipment, or other items on the exterior portions of a Residential Unit which have become rusty, dilapidated, or otherwise fallen into disrepair.

c) Temporary Buildings.

Mobile homes or temporary buildings of any kind other than sheds or workshops to be used only for the works incidental to the erection of any permanent Improvement on a residential Unit.

d) Septic tanks.

e) Water Source.

Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, ponds, wetlands, canals or other ground or surface waters within Marcella, except that Declarant and the Association shall have the right to draw water from such sources.

7 APPENDIX

7.1 Amending the Design Rules.

Declarant or the Board may amend or repeal these Rules and Regulations in its sole discretion from time to time in accordance with Sections 3.4(b) and 7.15 of the Declaration. Each Owner is responsible for obtaining from the DRC a copy of the most recent version of these Rules and Regulations. Upon request, the DRC will provide a summary of substantive changes made to the Rules and Regulations from the previous version.

7.2 Non-Liability of the DRC and the Developer.

Neither the DRC, the Master Declarant, Declarant, Master Association or Association, nor any individual member thereof, nor their respective successors or assigns, shall be liable in damages to anyone submitting an Application hereunder, nor to any Owner or other person by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with any decision on an Application made by the DRC. By submitting an Application, the Owner agrees that he will not bring any action or suit against the DRC, the Master Declarant, Declarant, Master Association or Association, any member thereof. Approval of an Application shall not be deemed to be a representation or warranty that the Owner's drawings or specifications or the actual construction of the residence or other Improvements complies with applicable governmental

ordinances or regulations. It shall be the sole responsibility of the Owner or his agent to assure compliance with said ordinances or regulations.

7.3 Incorporation.

The provisions of the Design Guidelines and the Declaration applicable to architectural and landscape design and control are incorporated herein by reference. If there is any conflict between these Rules and Regulations and the Design Guidelines or Declaration, the latter shall control.

7.4 Enforcement.

These Rules and Regulations may be enforced by the DRC, the Board, or the Declarant as provided herein or in the Declaration. The Board may assess fines for violations as provided in the Fine Schedule attached as Exhibit B, as may be amended by the Board from time to time.

7.5 Right of Waiver.

The DRC reserves the right to waive or vary any of the procedures or standards set forth herein at its discretion, for good cause shown.

7.6 Severability.

If any provision of these Rules is held invalid, the same shall not affect the validity of the remaining provisions.

EXHIBIT A

List of Permitted Plants

Natural Area Hydroseed Mix

The following hydroseed mix shall be used to revegetate all disturbed areas of the homesite/building activity envelope that is not otherwise covered with new landscape trees, shrubs, and groundcovers:

Species	Common Name	% Of Mix	Color
<i>Aquilegia coerulea</i>	Colorado Blue Bromeegrass	3	Blue/White
<i>Bromus marginatus</i>	Garnet Mountain Bromeegrass	15	
<i>Elymus trachycaulus</i>	First Strike Slender Wheatgrass	15	
<i>Festuca brevipila</i>	Dura Hard Fescue	20	
<i>Leucanthemum maximum</i>	Shasta Daisy	3	White
<i>Onobrychis viciifolia</i>	Shoshone Sainfain	15	
<i>Penstemon cyananthus</i>	Wasatch Penstemon	3	Purple
<i>Penstemon eatonii</i>	Firecracker Penstemon	3	Red/Yellow
<i>Poa pratensis</i>	Ginger Kentucky Bluegrass	5	
<i>Poa secunda</i>	High Plains Sandberg Bluegrass	10	Yellow/Black
<i>Rudbeckia hirta</i>	Blackeyed Susan	3	
<i>Poa secunda</i>	Sherman Big Bluegrass	5	

Additional Wildflower Alternatives

The "Additional Wildflower Alternatives" may be substituted for wildflowers in the predefined mix at the same ratios found in the table:

Perennials

Common Name	Botanical Name
Hollyhock	<i>Alcea rosea</i> "Chater's Double"
Filigree Daisy	<i>Anthemis marschalliana</i>
Rocky Mountain Columbine	<i>Aquilegia caerulea</i>
Western Columbine	<i>Aquilegia formosa</i>
Prickly Poppy	<i>Argemone munita</i>
Poppy Mallow, Wine Cups	<i>Callirhoe involucrata</i>
Native Bluebells	<i>Campanula rotundifolia</i>
Bachelor Button	<i>Centaurea dealbata</i> "Rosea"
Keys Of Heaven, Red Valerian	<i>Centranthus ruber</i>

Chicory	Cichorium intybus
Western Virgins Bower	Clematis ligusticifolia
Trailing Daisy	Erigeron flagellaris
Sulphur Flower	Eriogonum umbellatum
Stork's Bill	Erodium cicutarium
California Poppy	Eschscholzia californica
Blue Fescue	Festuca ovina glauca
Blanket Flower	Gaillardia aristata
Burgundy Blanket Flower	Gaillardia grandiflora
Dwarf Blanket Flower	Gaillardia grandiflora "Goblin"
Chilean Evens, Prairie Smoke	Geum triflorum
Curlycup Gumweed	Grindelia squarrosa
Snakeweed	Gutierrezia serotae
Common Sunflower	Helianthus annuus
Hairy Goldenaster	Heterotheca villosa
New Mexico Hops	Humulus lupulus neomexicanus
Yellow Flax	Linum flavum compactum
Blue Flax	Linum lewisii
Blackfoot Daisy	Melampodium leucanthum
Beebalm, Horsemint	Fistulosa
Mexican Evening Primrose	Oenothera berlandieri
Penstemon	Penstemon barbatus
Firecracker Penstemon	Penstemon eatonii
Pine Leaf Penstemon	Penstemon pinifolius
Rocky Mountain Penstemon	Penstemon strictus
Rock Goldenrod	Petroradia pumila
Mexican Hat	Ratibida columnifera
Wooly Mullein	Verbascum bombyciferum "arctic summer"
Common Mullein	Verbascum thapsus

Ground Cover

Common Name	Botanical Name
Kinnikinnick	Arctostaphylos uva-ursi
Creeping Oregon Grape	Mahonia repens
Dwarf Mountain Lover	Pachistima canbyi
Mountain Lover	Pachistima myrsinites
Sea Pink Sea Thrift	Armeria maritima
Beach Wormwood, Dusty Miller	Artemisia stelleriana
Snow-In-Summer	Cerastium tomentosum
Bearberry Cotoneaster	Cotoneaster dammeri
Hardy Ice Plant	Delosperma nubigenum (yellow)
Evergreen Candytuft	Iberis sempervirens
Spring Cinquefoil	Potentilla neumanniana 'nana'
Hen And Chicks	Sempervivum tectorum

Grasses

Common Name	Botanical Name
Western Wheatgrass	Agropyron smithii "Arriba"
Western Wheatgrass	Agropyron smithii rosanna
Mountain Brome	Bromus marginatus
Mountain Brome	Bromus carinatus
Mutton Bluegrass	Poa fendleriana
Idaho Fescue	Festuca idahoensis
Sheep Fescue	Festuca ovina
Creeping Red Fescue	Festuca rubra
Perennial Ryegrass	Lolium perenne
Buffalograss	Buchloe dactyloides
Sandberg Bluegrass	Poa secunda (Native)

Evergreen Trees

Common Name	Botanical Name
Rocky Mountain Juniper	Juniperus scopulorum
Alpine Fir	Abies lasiocarpa
Bristlecone Pine	Pinus aristata
Scotch Pine	Pinus sylvestris
Colorado Spruce	Picea pungens
White Fir	Abies concolor
Pinyon Pine	Pinus edulis
Austrian Pine	Pinus nigra

Deciduous Trees

Common Name	Botanical Name
Flame Maple	Acer ginnala 'flame'
Red/Water Birch	Betula occidentalis
Quaking Aspen	Populus tremuloides
Gambel Oak	Quercus gambelii
Rocky Mountain Maple	Acer glabrum
Boxelder	Acer negundo
Thinleaf Alder	Alnus tenuifolia
Shadblow Serviceberry	Amelanchier canadensis
Common Hackberry	Celtis occidentalis
Beechleaf Mountain Mahogany	Cercocarpus montanus
Desert Willow	Chilopsis linearis
Narrowleaf Cottonwood	Populus angustifolia
Aspen	Populus tremuloides
Chokecherry	Prunus virginiana melanocarpa
Smooth Sumac	Rhus glabra
Staghorn Sumac	Rhus typhina
Rose Locust	Robinia neomexicana

Evergreen Shrubs

Common Name	Botanical Name
Greenleaf Manzanita	Arctostaphylos patula
Emerald Green Manzanita	Arctostaphylos santii
Running Serviceberry	Amelanchier stolonifera
Curleaf Mountain Mahogany	Cercocarpus ledifolius
Silverberry	Elaeagnus commutata
Mormon Tea	Ephedra viridis
Red Yucca	Hesperaloe parviflora
Common Juniper	Juniperus communis
Utah Juniper	Juniperus osteosperma
Rocky Mountain Juniper	Juniperus scopulorum

Deciduous Shrubs

Common Name	Botanical Name
Alder	Alnus incana
Saskatoon Serviceberry	Amelanchier alnifolia
Utah Serviceberry	Amelanchier utahensis
False Indigo	Amorpha fruticosa
Big Sagebrush	Artemisia tridentata
Mountain Big Sage	Artemisia tridentata vaseyana
Wyoming Big Sage	Artemisia tridentata wyomingensis
Martin Ceanothus	Ceanothus martinii
Tobacco Brush	Ceanothus velutinus
Rubber Rabbitbrush	Chrysothamnus nauseosus
Cliffrose	Cowania mexicana stansburiana
Winterfat	Eurotia lanata
Rock Spirea	Holodiscus dumosus
Shrubby Cinquefoil	Potentilla fruticosa
Alpine Currant	Ribes alpinum
Mountain Mahogany	Cercocarpus montanus
Woods Rose	Rosa woodsii
Blue Elderberry	Sambucus caerulea
Elderberry	Sambucus canadensis
Buffaloberry	Shepherdia argentea
Mountain Snowberry/Coralberry	Symphoricarpos oreophilus

Additional Wildflower Alternatives

Common Name	Botanical Name	Flower Color
Achillea Millefolium	Western yarrow	White
Coreopsis Lanceolata	Lance-leaved coreopsis	Yellow
Dianthus Barbatus	Sweet william	Pink/red
Echinacea Purpurea	Purple coneflower	Purple
Erigeron Speciosus	Aspen daisy	Lavender/white
Eriogonum Umbellatum	Sulphur flower	Yellow
Gaillardia Aristata	Blanket flower	Red/yellow
Linum Lewisii	Lewis flax	Light blue
Lupinus Argenteus	Mountain lupine	Blue/lavender

PROHIBITED PLANT LIST

The following plants are objectionable and may not be planted given their tendency to dominate the native plant community:

- Any species listed on the Wasatch County Noxious Weed List
- Common Bermuda Grass (*Cynodon dactylon*)
- Purple-Leaf Plum/Cherry (*Prunus cerasifera*)
- European White Birch (*Betula pendula*)
- Silver Maple (*Acer saccharinum*)
- Gold Rain Tree (*Koelreuteria paniculata*)
- Siberian Elm (*Ulmus pumila*)
- Tree-of-Heaven (*Ailanthus altissima*)
- Loosestrife (*Lysimachia angusta*)
- River Birch (*Betula nigra*)
- Mulberry (*Morus* spp.)
- Cottonwood (*Populus* spp.)
- Spruce (*Picea pungens*)
- Ponderosa Pine (*Pinus ponderosa*)
- Russian Olive (*Elaeagnus angustifolia*)

EXHIBIT B

Fine Schedule

General Policy Enforcement Procedure

First Notice

- A letter will be sent to the Owner/Builder describing the violation.
- The Owner/Builder will have at least forty-eight (48) hours to correct or resolve the issue.
- The letter shall state that a fine will be assessed if the violation is not cured within the time allowed in the letter or if the same violation is committed within a year from the date of the letter

Second Notice & Fines

If the issue remains unresolved:

- A second letter will be sent.
- A fine will be assessed retroactive to the original compliance deadline.
- 10 calendar days will be granted for compliance.
- The notice will state that a fine will be assessed as outlined in the Specific Fines and Violations table every ten days until the violation is cured or if the same violation is committed within one year from the date of the fine.

Third Notice & Legal Action

If the issue is still unresolved:

- The Board may file a lien against the Owner/Builder in accordance with Utah law.
- The Board may initiate any other legal action deemed appropriate.

Repeat Violations

- The Board reserves the right to issue immediate fines without a warning letter for repeat offenses for violations that are not cured within ten days of the fine or if the same violation is committed within one year from the date of the fine.

Specific Fines and Violations

<u>Violation</u>	<u>Fine/Assessment</u>
Failure to care for the street(s)	Cost of repair/maintenance + 20%
Items parked/stored on the street after construction hours	\$200 per item per occurrence
Parking on both sides of the street (after 2nd warning)	\$200 per vehicle per occurrence
Vehicles parked without a DRC-issued permit (must be displayed)	\$200 per vehicle per occurrence
Working outside of established construction hours	\$1,000 per offense
Trash not picked up daily or as needed (dumpsters must be netted daily)	\$1,000 per offense
Failure to clean up excessive mud or dirt	\$1,000 per offense
Missing Limits of Construction fence and screening	\$1,000 per offense
Wrong color temporary toilets	\$500 per offense
Failure to erect sanitary mockup	\$500 per offense
Unapproved music or animals at site (if reported)	\$500 per offense
Missing required construction observation(s)	Stop Work Order until observation is completed
Failure to complete construction of the home within 24 months or less	\$100 per calendar day after 24 months, \$10,000 per month after 30 months
Any violation of the Rules & Regulations or other governing documents not listed out in this table	\$100 per offense