



THE
Refuge
LAKE HAVASU
DESIGN GUIDELINES

Revised 11-19-2024

The Design Review Committee meets the SECOND TUESDAY of each month. All plans to be reviewed must be received by the Association no later than 5:00 P.M. on the 25th of the month prior to the next meeting. All DRC Fees subject to change. To request current Fee Schedule visit the Association's website at www.therefugepoa.com, or contact Amy Telnes.

Remit Plan Submittal to:
500 N Lake Havasu Ave. Ste. A104
Lake Havasu City, AZ 86403
(928) 505-1120
amy@atmshoa.com

NOTICE OF DESIGN REVIEW PROCEDURES AND FEES AFFECTIVE FEBRUARY 9, 2022

DESIGN REVIEW COMMITTEE'S PROCESS FOR ALL NEW HOME SUBMITTALS

1) PRE-DESIGN CONFERENCE:

BEFORE YOU BEGIN - CALL TO SCHEDULE A TIME TO MEET WITH THE COMMUNITY MANAGER AND DESIGN REVIEW SECRETARY AMY TELNES AT (928) 505-1120 TO REVIEW DEPOSIT REQUIREMENTS, DESIGN SUBMITTAL REQUIREMENTS, BUILDER REQUIREMENTS, BUILDING INSPECTION PROCESS, COMMITTEE MEETING DATES, ETC. YOUR ARCHITECT AND BUILDER ARE WELCOME TO ATTEND. DRC COMMITTEE MEMBERS MAY ATTEND WHEN AVAILABLE. THE APPLICATION AND COMPLIANCE DEPOSIT SHALL BE SUBMITTED AT THE PRE-DESIGN CONFERENCE. **THE FEES AND DEPOSITS TOTAL \$8,800.00, AND \$2,300.00 IS NON-REFUNDABLE** TO COVER CONSULTANT REVIEW FEES, INSPECTION FEES, AND THE FEE TO PLACE YOUR FINAL PLAN COPIES ON A DISK AND RETAIN IN YOUR LOT FILE.

2) SCHEMATIC DESIGN SUBMITTAL:

THIS SUBMITTAL SHALL BE SUBMITTED TO THE COMMITTEE WHEN THE OWNER AND DESIGN TEAM HAVE REACHED A PRELIMINARY DESIGN CONCEPT. THE SUBMITTAL MUST INCLUDE ALL ITEMS LISTED IN SECTION 1.5 OF THE DESIGN GUIDELINES. A CHECKLIST WILL BE PROVIDED TO YOUR DESIGN TEAM.

3) CONSTRUCTION SUBMITTAL:

THIS SUBMITTAL SHALL BE SUBMITTED TO THE COMMITTEE AFTER SCHEMATIC APPROVAL. THIS SUBMITTAL MUST INCLUDE ALL ITEMS LISTED IN SECTION 1.5 OF THE DESIGN GUIDELINES. A CHECKLIST WILL BE PROVIDED TO YOUR DESIGN TEAM. YOUR DESIGN TEAM MUST ENSURE ALL GUIDELINES ARE MET TO RECEIVE APPROVAL.

ITEMS TO PAY CLOSE ATTENTION TO:

- BUILDING ENVELOPE & ELEVATIONS: Refer to page 15 & Sections 2.2 & 2.3 of the Design Guidelines
- GARAGE AND GARAGE DOOR HEIGHTS: Refer to page 21 of the Design Guidelines
- EXTERIOR LIGHTING MEETS DARK SKY POLICY: Refer to Section 10.6 (page 47 & 48) of the CC&R's and page 25 of the Design Guidelines
- DETAIL AND CHARACTERIZATION ON ALL SIDES OF THE HOME

4) HOME COLORS ADDITION: THE FOLLOWING HAS BEEN APPROVED AND ADDED TO EXHIBIT C AS APPROVED EXTERIOR COLORS

LaHabra Premium Lifestyles Colors and select LaHabra Standard Colors. (brochure available in manager's office)

5) BUILDING INSPECTIONS:

Location, Setback and Pad Elevation Certification
DRC Plan Conformance Inspection
Height Compliance Inspection (if needed)
Landscape, Pool, Walls; All Exterior Changes

DESIGN REVIEW COMMITTEE'S PROCESS FOR EXISTING HOME SUBMITTALS

- 1) EXTERIOR CHANGES OF ANY KIND TO THE HOME OR THE LOT REQUIRE DESIGN REVIEW COMMITTEE APPROVAL AND ARE SUBJECT TO A \$150.00 REVIEW AND APPLICABLE FEES. THIS SHALL INCLUDE ALL LANDSCAPING CHANGES THAT DIFFER FROM THE ORIGINAL APPROVED LANDSCAPING PLAN AS PER SECTION 10.7 (page 48) OF THE CC&R'S WHERE IT STATED ALL LANDSCAPING MUST BE INSTALLED IN ACCORDANCE WITH PLANS APPROVED IN WRITING BY THE DESIGN REVIEW COMMITTEE.

DRC FEE SCHEDULE EFFECTIVE FEBRUARY 9, 2022

HOME SUBMITTAL FEE:.....	\$6000.00 – (\$1500.00 NON REFUNDABLE)
LANDSCAPING SUBMITTAL FEE:.....	\$2300.00 – (\$ 300.00 NON REFUNDABLE)
WALLS & FENCES.....	\$2500.00 – (\$ 500.00 NON REFUNDABLE)
POOLS.....	\$2500.00 – (\$ 500.00 NON REFUNDABLE)
EXTERIOR STUCCO/TRIM COLOR CHANGE.....	\$ 150.00 - (ALL NON REFUNDABLE)
EXTERIOR CHANGE OF ANY KIND.....	\$ 650.00 – (\$ 150.00 NON REFUNDABLE)
ADDED STRUCTURES CABANAS ECT.....	\$2500.00 – (\$ 500.00 NON REFUNDABLE)
EACH ADDITIONAL REVISION.....	\$ 150.00 - (ALL NON REFUNDABLE)
BUILDING MAINTENANCE FEE.....	\$ 500.00 (NON REFUNDABLE)

Note: Minor changes to pre-existing homes and lots, as defined by the Board of Directors may be approved without a fee if DRC committee members can perform the review and inspections without the assistance of a paid consultant. All minor revisions must be pre-authorized by the Design Review Committee.

Please note the landscaping fee will no longer be waived if submitted with the home submittal – Each will require separate submittal, fee, and deposit.

Design Philosophy

Bordering the Lake Havasu National Wildlife Refuge and nestled against dramatic desert mountains, lies The Refuge at Lake Havasu, a private retreat of 360 custom home sites. This community's spectacular setting is contrasted with views of Lake Havasu, The Colorado River and the Needles Mountains. The Refuge is truly a celebration of nature with the masterfully designed Arnold Palmer golf course woven through these magnificent surroundings, each hole crafted as though it were a gift from nature.

As a unique residential golf community, homes must be designed with care to preserve the rugged natural beauty intrinsic to this site. To create this harmony between design and nature it is important for all individual owners to realize and respect that their homes represent a very visual part of the overall framework that composes the image of The Refuge at Lake Havasu.

The objectives of these Design Review Guidelines are to encourage excellence in architecture and landscaping and to promote an image readily identifiable with a quality development, thereby maintaining enduring values and protecting the site.

The design, review and processing of each residence will be subject to direction and approval of the Design Review Committee (DRC). The review and approval process, along with these Design Guidelines, will ensure a continuum of high quality and compatibility of design within the overall community framework.

Architectural Style

The Refuge at Lake Havasu intends to create a uniquely strong architectural image. The Design Review Committee (DRC) of the Association has established an award-winning architectural atmosphere with the development of this community. Our goal is to assist you, as a property Owner, in realizing the responsibility and cooperation that are needed to continue in this direction. The DRC encourages all custom lot architects to reach beyond previous achievements relating to their creative design abilities and to be aware of their roles in establishing the architectural legacy that is to become The Refuge Community.

The following are some key elements that correspond with design goals set by the Design Review Committee:

- Award-winning architecture
- Designs that complement their surroundings, allowing the setting to remain the dominant image.
- Choice of roof shapes, exterior materials, their application, and architectural details must all maintain a consistent architectural direction.
- Architectural styles must harmonize with our climate and location such as, Tuscan, Sante Fe, Southwestern, Spanish Colonial/Mediterranean, as well as Santa Barbara and California Mission being examples of acceptable architectural styles.

The objectives of the Design Guidelines are to encourage and foster careful design so that harmony between the homes, their sites, the golf course and the desert environment within the overall Refuge Community image can be achieved.

Guidelines cannot be all encompassing and are meant to encourage, rather than restrict creativity and individual expression.

These guidelines are not a substitution for local building codes. All buildings and structures within The Refuge at Lake Havasu must comply with all applicable local zoning and code requirements as well as these Design Guidelines.

The design guidelines will be implemented under the authority of The Refuge Community Association located at the following address:

The Refuge Community Association
500 N. Lake Havasu Ave. Ste. A104
Lake Havasu, AZ 84603

Guiding Design Principles

There is not one architectural style that typifies The Refuge at Lake Havasu, however, there is a unifying design philosophy which seeks to keep the setting, the dominate image with residences providing architectural elements that are harmonious with the site and desert living. The Design Committee may render subjective judgments with respect to a proposed design in relation to its location, proportion and surrounding uses to preserve the vision for the community.

The Refuge Community has established a custom home area within the community which includes the following neighborhoods: Riverwalk, Desert Links, The Summit, Refuge Heights, The Overlook and The Pointe. To maintain this atmosphere, a home exterior cannot be repeated on the same street, or adjacent to a home, without a major elevation change. The DRC also requires a major elevation change in the custom area if an identical elevation is built or will be built on four lots throughout The Refuge.

Upon receipt of approval from the DRC and the Building Permit from the County of Mohave, the Owner shall satisfy all conditions and commence the construction pursuant to the approved drawings within one year from the date of such approval. If the Owner fails to comply with this time period, any approval given shall be deemed revoked unless, upon the written request of the Owner made to the Committee prior to the expiration of one year period, and upon a finding by the Committee that there has been no change in circumstances, the time of such commencement may be extended in writing by the Committee. The Owner shall, in any event, complete the construction and all exterior surfaces within one year after commencing construction thereof, except when, and for so long as, such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, or natural calamities. If this is the case and the improvements will not be completed within one year, the Prime Contractor and the Owner must submit a written request stating the nature of the circumstances that necessitate the need for additional time and the projected date the home will be completed. This request must be approved by the DRC. If the Owner fails to comply with this paragraph, the Committee may notify the Association of such failure and the Association, at its option, shall either complete the exterior in accordance with the approved drawings, or remove the improvement and the Owner shall reimburse the Association for all expenses incurred in connection therewith, or the Association may exercise any other right or remedy available to it. **Once construction commences, if there is no activity for 90 days then the owner shall provide the DRC with a status report and request approval for construction to be placed on hold, (update 11-22-2015).**

Design Review Process Overview

Section 1

To assure every owner that the standards of property development will be maintained, the practice of design review has been established by the Design Review Committee. Semi-custom homes in The Mountain Vistas and The Dunes have been pre-approved; therefore, only the Landscaping Plan on these homes requires DRC approval. The design review process for custom homes involves the following steps:

-Owners delinquent in payment of their association dues are prohibited from submitting any plans to the DRC for construction of a new residence. Owners delinquent during the construction of a new residence shall be processed pursuant to section 6.15 of the Declaration of Covenants, Conditions, and Restrictions for The Refuge Community Association. (updated 11-19-2024)

1.1 Pre-design Conference

Prior to preparing preliminary plans for any proposed building or site improvement, the Owner, the project architect and/or Prime Contractor will meet at the site with an appointed representative of the Design Review Committee to discuss overall design concepts.

- Prior to proceeding to the next submission, approval must be obtained from the Design Review Committee for the prior submission.

Schematic Design Submittal

This submittal is presented when the Owners and design team have reached the preliminary design concept. The submittal will include items listed in the submittal section of these guidelines, section 1.5.

Construction Document Submittal

After Schematic Design Submittal approval, Construction Documents shall be submitted. These drawings will be reviewed for compliance with the previously approved submittals and all Design Guidelines requirements. Each item submitted shall be marked with the Lot number and Owner's name. Prior to issuance of a Building Permit from the County of Mohave, it is necessary to secure DRC working drawing approval. This submittal must include all items listed in section 1.5.

- The amount of time it takes the Committee for the approval process varies with the adequacy and complexity of the design information and the completion of submittal plans. The DRC will strive to approve all submittals within two weeks of submission.
- No work may commence prior to DRC written approval.
- The Building Permit is not just a license to begin construction; it also is a sign of the lot Owner's agreement to observe and to build the house as approved. If the Owner wants to make exterior changes to previously approved plans, proposed revisions must be submitted to the Committee for further review and approval.

Planning Your Home

1.2 A major component of the design philosophy of The Refuge at Lake Havasu is the **homeowner's selection of a builder. The Refuge Community Association requires that builders enter into an Agreement with the Association that provides the Association current Arizona licensing information, necessary insurance coverages, and personal and company background and financial information. Builders are also required to agree to abide by the Design Guidelines and to post a cash deposit insuring that they will comply with those Guidelines. However, it is still important for the Refuge property owners to carefully choose a builder with the highest professional and financial ability to build homes within the Refuge, (updated 11-22-2015)**

The first step of the home planning process will be the selection of the owner's Prime Contractor. **Design Review Committee approved Prime Contractors are the ONLY contractors permitted to build homes and submit plans to the DRC within The Refuge at Lake Havasu.** Outlined below is the typical process that occurs prior to home construction.

- Site Plan Analysis – See Site Plan, EXHIBIT “A”
- Obtain a topographic survey see Section 1.4.
- Pre-design Conference
- Plan Submittal and Approval

Preliminary Design submission to the DRC
Final Construction submission to the DRC
Building Permit
Compliance Inspections
Certificate of Occupancy

The Building Envelope

1.3 The Building Envelope concept is a major component of the philosophy for site planning each individual home site. Each home site in the Refuge Community has had a site plan and building envelope established (see EXHIBIT "A"). Reviewing these documents is part of the home site selection process. The Building Envelope is that portion of each home site within which all improvements, including structures, and covered patios must be located. In all cases, the area of the residence must be within both the Horizontal and Vertical Building Envelope as well as within the required Mohave County building setbacks.

Building envelopes cannot be adjusted without prior written approval from the DRC. Under no circumstances may an individual building envelope be enlarged. When a homeowner purchases two or more home sites, the building envelope may be combined subject to approval of the Design Review Committee.

Topographic Survey of Lot and Surroundings *(1/8" scale)*

1.4 This survey provides the Committee and the Owner's design consultants contour information on the lot and surrounding areas. It explains to the Committee how proposed grade transitions will be made between the street and residence, between the residence and the common properties and from the Owner's lot to adjacent lots. It also shows where utilities are located and gives the consultant other information that will affect design decisions. As part of this survey, the Surveyor shall establish permanent benchmarks outside of the building envelope and establish the elevation of natural grade adjacent to the highest elevation points of the Residence.

This survey should include:

- Existing one foot (1') contours covering: Entire lot, area between front property line and street area, 25' beyond the rear property line if the rear of the lot faces a common area, golf course or street, to the property line if the lot backs up to another home site. In addition, if adjacent lot or lots are developed, show elevations and location of existing walls.
- Show at least two (2) spot elevations evenly spaced along curb as well as lot corner elevations.
- Utility locations including electric transformers, electric pull box, water meter box or stub out, telephone and television pull box or stub out, gas and sewer laterals serving the lot.
- Show property lines, building and pool set back lines and any easements.
- Show approved pad elevations
- Incorporate building envelope and site plan (see EXHIBIT "A") into survey.

Drawing Submittals

1.5 There are two drawing submittals: Schematic Design Submittal, and Construction Document Submittal. Each submission is outlined below. As a general requirement, each consultant will include an information block on all submittal sheets containing:

1. North arrow
2. Street address, lot and tract number
3. Submittal date
4. Date of each revision, change or plan re-issue
5. Name and city of lot Owner
6. Name, address and phone number of design professional
7. Sheet number and description
8. All drawings must have complete symbols and abbreviation legends according to industry standard.

Schematic Design Submittal

The Schematic plans give the Committee its first look at the design of the Owner's residence. At this state, the Committee will focus on the architectural form and fundamental relationships between the Owner's residence and the surrounding environment of neighboring homes, landscaping and the common properties. The Schematic Landscape plan allows the committee to understand the overall concept for the property and assist the Owner in planning of elements around the exterior of the home. The Committee does not focus on detail at this point, but the choice of basic materials and their relationships to one another is required. In general, the Committee is looking to see if the home being presented complements the spirit of the guidelines of The Refuge at Lake Havasu Design Guidelines.

This initial submittal will include:

- Completed Design Review Committee Application (to be obtained from the DRC)
- Design Review fee check in the amount of \$8800.00 made out to: The Refuge Community Association. The design review fees and maintenance fees which is nonrefundable, is \$2300.00 and the compliance deposit is \$6500.00 See Section 1.6 for Compliance Deposit details.
- Schematic landscape plan as outlined below.
- Schematic drawings as outlined below.

The Committee requires two (2) plan size paper sets and one (1) digital set (PDF preferred) of the following Schematic Design Drawings for review process. This Submittal should include:

TOPOGRAPHIC SURVEY INFORMATION (see SECTION 1.4)
SCHEMATIC ELEVATIONS
SCHEMATIC LANDSCAPE PLAN
ROOF PLAN

This drawing should show the following:

- At least four building elevations identified as north, south, east, west, and/or front (street side), rear, left and right sides. Front and rear elevations should extend 15' beyond property line. If property is contiguous to golf course extend 25' beyond property line. Show existing or proposed improvements and grades in those areas. Side elevations should extend to property line. Indicate any existing walls or fences. All proposed materials that have been selected should be on these elevations
- Roof plan
- The Schematic Landscape Plan should address walls, fences, driveways, patios, pools, other structural and hardscape elements and plant material selections.
- Show compliance with building envelope (see EXHIBIT "A") and height limits (vertical building envelope, see EXHIBIT "B")

Construction Document Submittal

The Construction Document format is left up to the design professional's discretion however; the Committee does have certain requirements that should be included. This submittal must include all the items in the Schematic Design Submittal (see Schematic Design Submittal above) and Topographic Survey, plus the following:

- Adjacent marketing and legal lot numbers
- All proposed and existing architectural and landscape improvements
- Easements on the lot, if any.
- Approved pad elevation including adjacent pad elevations and compliance with both horizontal and vertical building envelopes.
- Dimensioned pool setback lines from property lines. Roof overhang line and dimension from property lines.
- All service yard, trash area, pool, air conditioning units, irrigation back flow and other utility equipment locations, along with the location of the yard gates, location of garden gates.
- Utility service locations from the lot, and all utility service entrance locations at the house
- Covered patio areas
- Square footage for enclosed air-conditioned space, garage and mechanical room square footage and covered patio areas

Exterior Elevations (1/4" scale)

This drawing should show the following:

- All proposed exterior materials and finishes on walls and roofs

- Main entry door, garage overhead door(s) garden gates, columns, ornamental iron work, exterior trim and special architectural features such as skylights and archways.
- Items that will be evident on the exterior of the finished building including louvers, vents, roof drain and gutter outlets, access openings, meter boxes, electrical fixtures, expansion joints, flashing, tile or masonry feature strips, etc.
- Indicate height of finished structure from approved pad elevation pursuant to the maximum heights for the vertical building envelope guidelines. See Section 2.4 and Exhibit "B" for Vertical Building Envelope guidelines.
- Typical fascia and soffit details, typical exterior column details if any, typical door head and jamb details, window head, jamb and sill details and typical garden wall details.
- Show the outline of all garden walls with dash lines as they impact the house elevation.
- Location of address numbers.

Material Sample Board

The purpose of the material samples is to provide samples of the basic exterior materials, colors and textures that are going to be used. The following samples should be provided:

Samples and/or color copies of all exterior materials and colors including, but not limited to:

- Concrete, stone, roof tile, pavers, doors, windows, paint and stucco.
- All exterior lighting fixtures with metal finish samples.
- Manufacturer brochures and/or illustrations for all exterior doors and gates.
- Address numbers.

Framing Plan and Details

- Overhangs and exterior trim including fascia soffits, frieze boards, columns, trellis and plant-ons.
- Dimensioned and labeled floorplans with window and door schedules.

Roof Plan (1/8" scale) (See Section 2.5)

- Flat and sloped roof areas and how they are drained.
- Trellis areas, skylights.
- Location of exterior walls and columns in relationship to roof edge.

Finish Grading and Drainage Plan (1/8" scale)

- All existing and proposed grade contours, taken from the existing topographic survey on the lot.
- Indicate means of achieving positive drainage from all locations on the lot to an approved drainage location.

Landscape Plan by Landscape Architect or Landscape Professional (1/8" scale) (See Section 2.5)

This plan should include:

- Proposed location of all structures, i.e. ramadas, cabanas, etc. (must be within building envelope) and site elements.
- Proposed location of all plant material at 70% of mature size, shown in correct shape for its species, labeled in reference to a plant material schedule indicated on this plan.
- Show location of all irrigation equipment, including: clocks, valves, shutoffs, back flow preventers and meters along with irrigation standards on plan or separate irrigation plan.
- Other site features, such as; lighting, pools, spas, aqua-scapes and hardscape, i.e., walls, walkways and decorative items.
- Plans, sections and details for pools, spas, fountains and all other water treatments to be located on the lot.

Design Review Fees and Compliance Deposit

1.6 Concurrent with Schematic Design Submittal, the Owner shall deposit with The Refuge Community Association the sum of \$8,800.00. \$2,300.00 represents the Design Review Fee which is nonrefundable. \$6500.00 represents the Compliance Deposit. This deposit shall be held pending the satisfactory inspections of all improvements including landscape installation.

The Compliance Deposit, Design Review Fee and Landscape Plans must be submitted and approved PRIOR to receiving Certificate of Occupancy.

The Design Review Fees include the initial review of both the Schematic Design Submittal and the Construction Document Submittal. It also includes one re-submittal of both, if required by the Design Review Committee to address or remedy items out of Design Guideline Compliance. If plans are not approvable after the first or second submittals, and subsequent submittals are required, additional Design Review Fees of \$150.00 per submittal will be required prior to further review.

In the event that the Owner, Prime Contractor, subcontractor or any of their representatives cause any damage, fail to construct the proposed improvement in accordance with the previously approved plans, or fail to comply with the Design Guidelines or Declaration, the Association may use the Compliance Deposit to take the necessary action to repair or correct the damage, enforce the Guidelines or cure any defect created by said non-compliance.

Following the use of any portion of the Compliance Deposit, the Owner shall immediately replace the amount of deposit used to the sum initially deposited. Failure to replenish the Compliance Deposit within seven (7) days following the DRC's delivery of written demand shall be deemed a material breach of the Guidelines and the Declaration and shall entitle the DRC to deny Prime Contractors and subcontractors (including Contractors suppliers or representatives) access to the community. Additionally, the Association may take whatever legal action is necessary including placing a lien on the lot in an amount equal to the Compliance Deposit deficiency.

Design Review Committee Inspections

1.7 During the construction phase, any number of informal inspections of the home and its surrounding improvements may be made by the DRC who may give notice of noncompliance if found. Absence of such inspection and notification during the construction period does not constitute either approval by the Committee of work in progress or of compliance with these Design Guidelines. **DRC inspections are conducted for Design Guidelines compliance only. Satisfactory inspections are not to be construed as compliance with local building codes.**

Compliance Inspections shall be completed by a member of the Committee or a consultant representing the Committee at the following points during construction: (update 11-22-2015)

- 1. Prior to pouring foundation or slab; (Builders Survey of location, setback and Pad Elevation)**
- 2. Completion of framing;**
- 3. Prior to covering the exterior;**
- 4. Final inspection.**

After the construction of the residence begins the following Prime Contractor Certifications and DRC Inspections are required:

1. Location and Setback Certification

When the slab form work is in place, but before any structural steel is set and the house slab is poured, the Prime Contractor must certify that the location of the house is according to plan, within the building envelope area, pad elevation per lot plan, and conforms to the plans as approved by the DRC. This Certification must be delivered to the Refuge Community Association Offices. If the DRC has reason to suspect that the building or any structures are not within the building envelope area, the DRC may require the owner or Prime Contractor to place string lines along the home and property lines so that accurate measurements can be taken; or obtain a certification that the structures are within the Building Envelope area from a licensed surveyor.

2. DRC Plan Conformance Inspection:

This DRC inspection will be made to determine if the house and surrounding improvements, including rough grading and drainage, have been built according to the approved plans (and revisions, if any). If these requirements have been met, notice to that effect will be issued to the owner. This inspection will be made

with the Prime Contractor prior to the call for occupancy permit inspection. This inspection requires 48-hour advance notice.

A Certificate of Occupancy cannot be requested prior to receiving a satisfactory Final DRC Plan Conformance Inspection.

3. Height Compliance Inspection (Discretionary):

If the DRC has reason to suspect that the elevation of finished roofs or other structures in relation to the approved pad elevation exceeds the Vertical Building Envelope, the DRC may require the owner to obtain a building height certification from a licensed Surveyor that certifies the finished height of the structure. This certification shall be kept on file with the DRC. Should the height exceed the guidelines in any aspect, by any amount, the owner shall immediately bring the height into compliance.

4. Landscape Inspections

Two landscape inspections will be made with the landscape contractor and landscape architect, or representative, on site:

1. Finish Grading and Drainage System Inspection: This DRC inspection will be made to verify that the finish grade and drainage of the lot conforms to the approved landscape plan prior to the installation of irrigation and plant materials. This inspection requires 48-hour advance notice.
2. Final Landscape Inspection: Irrigation system and coverage, grass sod, groundcover and seasonal flower detailing, vine training, landscape lighting etc. will be examined at this time. This inspection requires 48-hour advance notice.

If it is found that the work was not done in strict compliance with the approved Working Drawings, the Owner will be notified by the Committee in writing within thirty (30) days of receipt of the notice of completion specifying these areas of non-compliance. The Owner will be required to correct the discrepancies.

If the Owner fails to implement the corrections required within thirty (30) days of receipt of notification by the Committee, the Committee shall notify the Owner and may take action to remove the non-complying Improvements at the Owner's expense as provided in these Design Guidelines or the Declaration including, without limitation, injunctive relief, including recording a Notice of Non-Compliance, and the imposition of a fine.

It will be the Prime Contractor's responsibility to call for these inspections at the proper time and coordinate with the DRC.

Easements

Section 2

2.1 Front property lines are located approximately nine feet (9') from the inside face of the street curb. From this distance, inward ten feet (10') is reserved as the public utilities easement. This easement area remains the responsibility of the Owner to Landscape and maintain (see EXHIBIT "G").

1. Each site is equipped with underground electricity, TV cable, telephone, sewer, gas line, and water line. The location of these utilities within the easement should be confirmed in the field when a topographic survey of the lot is prepared. Utility locations are approximately marked on the curb.
2. All utility company pull boxes, transformers, etc. have been located within the easement in a manner that will accommodate future planting and grading to diminish their visual impact. They shall be leveled and graded around to provide positive drainage.
3. The DRC will individually review all improvements planned for inclusion over easements held by public agencies, as well as The Refuge at Lake Havasu community. Easements that are located on custom sites include, but are not limited to, water lines, irrigation lines, sewers storm drain lines and other drainage easements that serve The Refuge Community. Locations of these easements are found on the corresponding tract map for the subdivision.

Approved Pad Elevations

2.2 All sites have been assigned a grade elevation that has been approved by the DRC and the County of Mohave, which is referred to as the "approved pad elevation." No additional fill material shall be placed on the lot to raise the approved pad elevation. The finished height of each house is measured from the approved pad elevation. However, selective areas within a house can be lowered or raised to create a more interesting floor plan as long as maximum building height is not exceeded (see Section 2.3 and EXHIBIT "B").

All lots must meet existing natural grade with the adjacent golf course and must be contoured to maintain continuity with contiguous lots. Sections of lots may be lowered to accommodate RV garages; however, provisions for drainage must be addressed.

Building and Roof Heights

2.3 There is a maximum building height on all residences which is also referred to as the Vertical Building Envelope. A building height maximum assists in protecting views throughout the community. Preserving view corridors is an important element of the vision for the community, however, view protection cannot be

guaranteed. The building height will be measured from the natural grade level to the nearest highest point of the tile ridge board on the structure or any projection therefrom.

The maximum roof height is fourteen (14') for the first ten (10') from each side of the building envelope, **except that to accommodate an RV garage the Committee may approve an increased maximum roof height depending on lot conditions and architectural detail, (update 11-22-2015)**, the remainder of the structure height cannot exceed seventeen feet (17') except that a maximum of one-third of the square footage of the residence, excluding garages can be twenty-two feet (22'). The area of maximum height can be broken up into one (1) or two (2) separate masses. For an illustration of the Vertical Building Envelope refer to EXHIBIT "B." Home sites height restrictions apply to the higher portion of the site on home sites which are "walk-outs", or have split pad elevations. Every residence must remain within the Vertical Building Envelope and conform to county building height ordinances. A building height compliance certification may be required. Please see section 1.7 for details.

Homes with two levels are allowed within the community on certain lots where the approved pad elevation is two levels. Please refer to the Master Grading Plan and individual Lot Site Plan for pad elevation information.

Two story homes using a single pad elevation are permitted on some lots. Refer to the Master Grading Plan and individual Lot Site Plans for home sites where two stores are permitted. Vertical building envelopes on these lots must comply with County Zoning Ordinances. The building height criteria on all other home sites does not apply to these lots.

Building masses must avoid uninterrupted vertical and horizontal surfaces. Where two story homes are allowed, the second level must be stepped back from the first level or broken up to avoid uninterrupted vertical surfaces. Large, dominating building masses are not in keeping with the vision of The Refuge Community.

Building height must be in proportion to the building set back requirements, lot width and residence size, therefore, the DRC has the right to impose a height restriction less than what is stated herein, if it believes it is necessary due to specific site conditions.

Building Sizes

2.4 To facilitate creating a custom home atmosphere in each neighborhood, square footage minimums have been established. **The minimum square footage of interior living area of all residences shall be a minimum of 2,200 square feet of living space.(update 11-22-2015)**

The vision for the Refuge Community is for all structures to create interest and harmony within the site while being integrated within the natural setting, lot slope and surrounding topography. Therefore, large uninterrupted horizontal or vertical building masses are not approvable.

Residential Exteriors

2.5 The goal in selecting building materials is to augment the beauty of the natural setting and golf course. Accordingly, exterior materials should generally be materials that blend and are compatible with the desert climate and hues. Exterior building colors should harmonize with the desert environment and surrounding residences. The homes, when viewed from the valley floor, should blend in with the mountain colors and not contrast with the natural setting. Colors of exterior materials must be in earth tones as in EXHIBIT “C” which is an illustration of approvable colors. **See updated color chart held at property manager’s office, (update 11-22-2015).** Exterior colors shall not have a light reflective value of greater than 50. No exterior materials shall have a high gloss or glare finish. Exterior hardscape colors should be complimentary to exterior house colors.

Repainting exterior structures a different color requires the approval of the Design Review Committee.

To facilitate creating an environment of diversity and interest within the homes at The Refuge, all designs must incorporate at least three exterior materials. These materials should be used throughout the home exterior and not just on the front elevation. Examples of material combinations are: Stone, stucco, exposed wood; Stucco, canterra stone columns and accents, clay roof tile; Stone walls, stucco walls, and clay roof tile; Stucco, peel poles, and clay roof tile.

LOFTS: Item #1 added per board approved date of January 21, 2020, all discussion of item included to allow reader a better understanding of requirements to be met to allow a loft to be incorporated on a home:

Recently a new home design was approved as a by the Board of Directors upon DRC recommendation as a variance to the guidelines. This was granted primarily due to it not infringing on any resident’s privacy and no other homes were located across from it.

Now several other new home designs have been submitted for review and propose lofts. The DRC understands in certain cases there may be a reasonable unique application for this design feature. If these cases are to be considered, then an adherence guideline is proposed to review proposed lofts. The DRC collectively agrees to these as stipulations for a minimum standard for these designs.

Currently the Refuge Design Guidelines (RDG) state the below restrictions:

The RDG page 15 states:

Homes with two levels are allowed within the community on certain lots where the approved pad elevation is two levels. Please refer to the Master Grading Plan and individual Lot Site Plan for pad elevation information.

The RDG page 16 states:

Two story homes using a single pad elevation are permitted on some lots. Refer to the Master Grading Plan and individual Lot Site Plans for home sites where two stories are permitted.

Building masses must avoid uninterrupted vertical and horizontal surfaces. Where two story homes are allowed, the second level must be stepped back from the first level or broken up to avoid uninterrupted vertical surfaces. Large, dominating building masses are not in keeping with the vision of The Refuge Community.

The RDG page 19 states:

Roof top decks, or sun decks are not approvable. Including: Any type of roof top open deck design or accessible open area.

The DRC proposes this additional language be added to state:

The DRC may consider Lofts in unique cases and adhering to all the following guidelines:

- A specific variance request is required explaining the justification.
- A DRC recommendation for BOD review is necessary and a specific BOD approval is required.
- Design must comply with existing setbacks, elevation and horizontal guidelines.
- Written approval of any elevated design is required from left side and right side neighboring lots for DRC consideration.
- Subject lot cannot have existing homes located directly across or within 45 degrees across the street, if proposed for front view.
- Subject lot cannot have existing homes located directly behind or within 45 degrees behind it's lot, if proposed for rear view.
- Subject lot cannot directly face or have any visual sight line to other residence yards and cannot infringe on any other resident property privacy.
- Design must harmonize with the overall structure and not appear out of place.
- The Maximum total area cannot exceed 600 sq. ft. (including balcony)
- The maximum area of any adjacent elevated exterior balcony cannot exceed 100 sq. ft.
- Design must have resident matching (Sliding or French) door and window selections (No vertical opening doors or walls)
- Entire exterior area (balcony) must have a full covering integrated roof; and cannot be adjacent to flat roof areas which could be modified to be accessible.

Golf Course Lots

Each owner is solely responsible for mitigating the potential hazards of living on the golf course. The potential hazard of golf balls or other objects entering a Lot must be considered when designing a Residence. The relationship between the house and the golf course must be considered in the placement of windows, courtyards and patios. Where appropriate, exterior building materials, including glass, which can withstand the effect of errant golf balls, should be utilized.

The use of screens, nets, or similar materials as golf ball screening material is not acceptable.

The Developer, the Design Review Committee and the Refuge Community Association shall not be responsible for any damage or injury caused by errant flying objects as a result of proximity to the golf course.

The Refuge Golf Club reserves the right to add, remove or relocate native trees and other landscaping to the course and to change the location, configuration, size, elevation of tees, bunkers, fairways, greens, cart paths, bridges, rest rooms, irrigation pump stations, and rain shelters on the golf course.

Chimneys

Well-proportioned chimney masses can be used as sculptural features complimenting the overall qualities of the house. Metal flues must have shrouds and be painted to diminish their visual impact. The maximum height of a chimney above highest roof or wall element is thirty-six inches (36"). This does not preclude the required code requirements. It is the Contractors/Owner's responsibility to ensure that any fireplace complies with local environmental ordinances.

Roof Design

The roof line of each house must create a pleasing relationship to the street, other common areas and to its adjacent structures when viewed from all directions. The overall profile and articulation of the roof should be sufficiently irregular to break up anything which would otherwise appear "boxy" or discordant with the landscape or neighboring structures. All proposed roof materials and colors shall be reviewed on a case-by-case basis. The color of roofs must conform to the color standards set forth by these Design Guidelines.

- Flat roofs are any roof areas having a slope of less than 3 vertical inches per 12 horizontal inches. All flat roofs shall be enclosed by a parapet wall that is a minimum of 18 inches taller than the immediately adjacent roof surface. Continuity of parapet walls in flat roof areas is required. Parapet walls are required between all level changes in adjacent flat roof areas. No roof area greater than 1,000 square feet shall occur without an intervening parapet. As such, flat roof designs with larger roof plane areas shall include false parapets to visually break up the roof plane. Roofs shall be finish coated to color blend with the structure's exterior wall color. ~~Roofs shall be finish coated using a tan color, (update 11-22-2015).~~ **All flat roofs to match building exterior, or white, or off white for optimum energy efficiency. (updated 11-19-2024)** Reflective, finished-coated flat roofs are prohibited. All vents and other projections shall be colored to match the finished roof material coating. **Sufficient flat roof areas and surrounding parapet walls shall be included in the home design to accommodate the installation, or future installation, of solar panels, (update 11-22-2015).**
- Pitched roofs shall be any roof area having a slope of 3-1/2 or more vertical inches per 12 horizontal inches ranging up to a slope of 6 vertical inches per 12 horizontal inches maximum. Roof areas with greater slope are prohibited. Ridgelines may not extend more than 50 feet in any direction without either a vertical or horizontal change in direction. Pitched roofs and the related massing of elements shall create rooflines compatible with the overall character of the desert topography. Pitched roofs shall be finished with a material, such as, rounded clay tile, rounded concrete tile, flat concrete tile, slate, all of which shall exhibit muted earth-tone colors. Pitched roof colors shall complement the

structure's exterior wall color. Asphalt shingles, fiberglass materials and reflective materials are prohibited. Architectural metal roofs shall be considered on an individual basis. All vents and other projections shall be colored to match the finished roof material color.

- No mechanical equipment of any kind will be permitted on roofs with the exception of solar applications on flat roofs, please see Solar Applications, in this section. **Except that the Committee may approve roof mounted air conditioning units if there is a mechanical and architectural justification for doing so and if the air conditioning units are not visible from any other property in the Refuge community, (update 11-22-2015).**
- Roof top decks, or sun decks are not approvable.
- Roofs may not descend closer to finish grade than seven (7) feet.

Building Projections

- Roof parapet and overhangs may extend into the building envelope by two feet (2').
- Projections from a residence or other structure including, but not limited to, vents, gutters, downspouts, utility boxes, porches, railing and exterior stairways shall match the color of the surface from which they project, or shall be of an approved color. Any building projection must be contained within the Building Envelope with the exception of roof overhangs which may extend two feet beyond the Building Envelope. Banding around doors and windows may project six inches (6") into the Building Envelope. Chimneys may extend two feet into the Building Envelope in the front or back only. Chimneys located on the sides of buildings must be contained within the Building Envelope.

Antennae/Satellite Dishes

There shall be no antennae or satellite dish except for those permitted under the Telecommunications Act of 1996. These dishes must be installed where they will be the least visible from adjacent properties, clubhouse or other facilities. Satellite dishes may not be installed where they would impact view corridors.

Awnings

Canvas or similar type awnings over windows and/or entryways will be allowed only on a limited case-by-case basis. Unnatural colors, or awnings that would block view corridors will not be allowed.

Entry Doors

Entry doors shall either be a double door entry or a single door with sidelights. Entry doors shall be a minimum of 8' tall, (Update 11-22-2015).

Skylights, Glass Block and Windows

Skylights should be integrated into the design of the roof, and consistent with the materials of the house. Skylights must be darkly tinted, low profile, a minimum of 12 inches below any adjacent parapet, on a flat roof and screened so that it will not be visible from neighboring properties. Skylights will be permitted on pitched roofs on a case-by-case basis and must be integrated into the roof design; glazing must be a color compatible with adjacent roof color. No white or clear skylights will be permitted.

Glass block is allowed in those private areas within a residence, such as a bathroom, in which additional natural light would be beneficial.

The style and material of the windows are a major component of the architectural theme of the Structure. Windows must be consistent with the architectural theme of the Residence and the spirit of The Refuge Community. Windows and clerestories of anodized aluminum, baked enamel, or metal clad wood are preferred for the desert climate. No reflective windows will be allowed on homes bordering the golf course and the Havasu National Wildlife Refuge. Aluminum or baked enamel frames must be non-reflective and in hues that complement the home and desert colors. Windows may not be covered with items unintended for that use, such as, foil, sheets, etc. at any time.

Garages and Garage Doors

When planning a residence within The Refuge at Lake Havasu, the garage orientation requires careful consideration. The garage should not detract from the setting or be the main focal point of the Residence. The negative impact of dominant garages can be reduced by using side or angled entries where possible. Overhangs or piers which add shadow also minimize the garage appearance.

The garage must be integrated into the design of the structure to minimize its visual impact. Recreational vehicle (RV) garages will be allowed to the extent that they comply with all other Design Guidelines regarding building height, etc. RV garages are encouraged to be stepped down from the remainder of the garage at least two feet to minimize their mass. **The maximum size for a garage door shall not exceed fourteen feet (14') in height and eighteen feet (18') in width, and be limited to one door this large per each lot, (Update 1-21-2020 item 2).**

Breaking up the line of garage doors and reducing their visual impact is required by recessing each door, adding overhangs over the garage for shadow and the use of pavers, tree wells and landscaping. Garage doors must be painted the field or base color of the house or be a slightly darker shade to minimize their appearance.

Common garage doors with windows are not allowed. Windows in garage doors will be allowed in garage doors that are not the common metal variety as long as care is taken to minimize light spill. **Windows approved for garage doors (custom garage doors only) may be located only in the top horizontal panel. (At**

no time shall storage, items, boxes, etc. in a garage be visible from the exterior through any windows), (update 1-21-2020 item 3).

Carports or garages that are not completely enclosed are unacceptable in this community.

Driveways

Driveways must create a pleasing relationship to the street and home. Where possible, it is suggested that the driveway widen throughout the lot. On direct fronting, three car garage driveways, dividing up the apron with stamped concrete, pavers or landscaping is encouraged. Driveway material must be submitted to the DRC for approval. Asphalt driveways are not in keeping with The Refuge Community atmosphere, therefore, they are not permitted. All driveways must be paver stone, stamped concrete, or colored concrete.

Foundations

All exterior wall materials must be continued down to finish grade, thereby eliminating unfinished foundation walls and/or footings.

Columns

Columns should be proportionate to the other design elements and additive to the architectural theme of the Structure.

Solar Applications

Solar panels must be of a low profile, a minimum of 12 inches below any adjacent parapet and screened so that they will be concealed from view at any place in The Refuge Community, including the golf course, club house or other home sites. Requires compliance with ARS 33-1816.

Other Structures

Casitas, cabana or guest houses must be integrated into the overall building design and be located within the Building Envelope. These structures should be visually connected by walls, courtyards, roofs or other major elements.

Built in barbecue units, fire pits and/or fireplaces must be contained within the rear yard patio or courtyard setback as determined by Mohave County Building Ordinances. Chimney elements for outdoor fireplaces must be sited to avoid obstructing views from adjacent properties or the golf course. The chimney element of such improvements must be set back a minimum of ten feet (10') from any side or rear view fence.

Patio or pool umbrellas are acceptable provided they do not block view corridors, other temporary shade structures are not allowed at any time.

Service Areas

Service yards which enclose garbage, electric panels, air conditioning units and pool equipment require landscape screening or walls. The wall must be of sufficient height so that equipment is not visible from a neighboring lot or street. If landscaping is used, it should flow with the architectural theme, not be an unnatural mass.

Signage

There is one contractor sign allowed on each lot featuring the Prime Contractor, Project Architect, Address/Lot Number and Owner. There are two options for this sign as specified in EXHIBIT "D". This sign may be placed on the lot upon receipt of final, unconditional DRC approval and when construction begins. No additional construction, vendor or subcontractor signs are allowed on the property or to be stapled anywhere on the construction site, nor is a contractor sign to be placed on the lot prior to final DRC approval. If the property under construction is for sale, the contractor's sign must incorporate that fact as in EXHIBIT "D." This sign may be on the property for a maximum period of one (1) year.

Signs must be maintained and displayed in good condition. No signs may be placed on the golf course side of the home site or in windows of residences.

The only sign allowed on the property is the Prime Contractor sign. "For Sale" or "For Rent" signs are not allowed until home is completed and final approval from the Design Review Committee has been obtained.

Flags

Flag poles are discouraged to protect view corridors. The DRC encourages owners to install house mounted flag pole brackets. Flag poles are permitted within the Building Envelope only. Halyards must be tight to prevent any noise. Flag etiquette must be observed.

Walls and Fences

Prior to the construction or alteration of a fence or wall, plans indicating material specification, material and color, height, length and exact locations shall be submitted to the DRC for approval. Review by the DRC is not a substitute for local building codes or the building permit process.

Listed below is the basic criteria for walls within The Refuge Community followed by walls located in specific areas:

Walls should be of desert hues and blend with the surrounding area and improvements. Walls may never exceed six feet (6') in height measured from the lowest pad elevation on either side of the wall. All walls must

be in proportion to the home, street, and common areas and designed with respect for views from the home site and adjacent home sites. The specified view fence (see EXHIBIT “F”) may be used on top of the block portion of the wall where additional height is desired or to meet local building codes.

In the front of the home, a garden or garden wall may be used to form a courtyard within the building envelope subject to approval of the DRC. A garden or courtyard wall outside the building envelope is restricted to no more than 40” in height.

In the interest of community aesthetics and to maximize the width of home sites, the DRC encourages neighborly cooperation with respect to walls in between property lines. The preference of the DRC is walls to be centered on lot lines and the cost of the wall to be split between the two lot owners. In addition to other benefits, centering walls on property lines and sharing financial responsibility avoids double walls a very short distance apart as well as future landscape repair from later wall construction.

Where walls are not centered on the property lines, the wall must be built by the lot owner on their property line along the boundary of the bordering lot. Prior to start of construction, a Common Wall Agreement is required, refer to page 47.

Golf Course Lots

The beauty of the golf course is best preserved by allowing the existing slopes to flow into the existing grade of the golf course eliminating the need for retaining walls.

Retaining and screen walls are not permitted more than two feet above the natural grade level on the higher portion of the property that is contiguous to the golf course. The approved block for all property lines contiguous to the golf course is the tan split face block.

Walls may be constructed alongside property lines up to the point adjacent to the rear corner of the Building Envelope, which is closest to that side of the property. Beyond the Building Envelope, the specified golf course view fencing (see EXHIBIT “F”) must be used if a fence is desired. If a fence is desired along the back of the property contiguous to the golf course, the specified view fence (see EXHIBIT “F”) is the only fence acceptable. The fence color **shall be uniform and shall be the light tan (Trusty Tan) color currently in use, (update 11-22-2015).**

Lots Adjacent to the National Wildlife Refuge

If a retaining wall is necessary, it must be the specified split face block, or the Mesa Block Retaining Wall System in desert hues. Along the side property lines, a wall may be constructed up to the point adjacent to the rear corner of the Building Envelope which is closest to that side of the property. View corridors are in effect, therefore, beyond the Building Envelope corner, only the specified fence (see EXHIBIT “F”) may be used. The Developer will install open fencing which does not obstruct views (see EXHIBIT “F”) along the rear property line of those lots which are adjacent to the National Wildlife Refuge. This specified fence is the only

fence allowed at this location. If a retaining wall is necessary, the owner is responsible for replacing and adjusting the height of the fence after the installation of the retaining wall.

Lots Which are Not Adjacent to the National Wildlife Refuge or Golf Course

Solid walls may be used along side and rear property lines subject to approval by the DRC. Fencing along property lines is permitted using the specified view fence (see EXHIBIT "F"). View corridors must be maintained where applicable using the specified view fence (see EXHIBIT "F").

Privacy Screening

All privacy screening on wrought iron fencing shall be metal mesh only and painted the approved color of the wrought iron. Fabric screening is prohibited.

Lighting

Exterior Lighting

The Refuge at Lake Havasu has a dark sky policy to preserve the beauty of the desert nights. Exterior lighting must have a natural effect and not detract from the panoramic views of the night sky and mountains. Accordingly, only low level, low voltage landscape lighting is permitted.

- Additional site lighting is permitted within a Building Envelope provided this lighting does not result in glare toward the neighboring areas or street. All exterior lighting must be of a subdued intensity and is subject to approval by the Design Review Committee. Wall bracketed lights must have panels shading direct light.
 - The maximum wattage for exterior lighting is 60 watts per fixture.
 - Uplights must be aimed so that the focus of the light source is within 10 degrees of vertical unless they are below a roofed patio area. Uplights that cause light to spill into the night sky will not be approved.
 - Downlights must be aimed within 10 degrees of vertical and shielded to allow for no light spill above 45 degrees from horizontal.
- Security lighting is intended to provide bright illumination during emergency situations of a short duration only. These situations may include unauthorized trespass, unusual or threatening sounds and/or activities. It must be circuited and controlled separately from any and all other lights. All security lighting must be controlled by sensors. Details and plans for security lighting must be submitted and approved by the DRC prior to installation.

Exterior Holiday Decorations

The intent of this section is not to discourage decorating for holidays, but to insure a tasteful and high standard of quality in keeping with the spirit of The Refuge at Lake Havasu.

- Ornamental decorations/characters are not allowed to be roof mounted in order to preserve views from neighboring areas.
- Lighting should be tasteful and not result in glare. No chasing lights are allowed.
- Exterior decorations may be displayed from the day after Thanksgiving to January 15th.

Landscape Design

Landscaping is the most visible tool there is to augment the natural beauty of The Refuge Community and the desert. The Refuge at Lake Havasu's philosophy on landscaping is: Compatibility with the existing desert surroundings, the Havasu National Wildlife Refuge, sensitivity to its fragile ecosystems and a commitment to low water usage and energy-conserving techniques. To ensure this compatibility, only plants on the approved "Native and Biologically Compatible Plant List (EXHIBIT "G") may be used. Container plants must also be from this list. Annual color plants not on this list are acceptable provided they are not invasive.

The landscape design theme at The Refuge at Lake Havasu is informal arrangements of landscape materials enhancing the natural beauty around us through subtle color changes and flowing designs. In planning the landscape, landscape designers should carefully consider landscape on adjacent properties, landscape character of common areas and the golf course.

In the placement of trees, type and size will need to be carefully considered to protect one of The Refuge Community's most valuable assets, the views. To achieve this, view corridors along the street right of ways, side setbacks and rear setbacks apply. In the custom area, these view corridors are designated on each site plan. In the Mountain Vistas and Dunes neighborhoods, the view corridors apply where there is a view from the home site, or adjacent home sites. If there is a question regarding a potential view corridor the owner should arrange a meeting with a DRC member. Within view corridors, trees are not allowed. Fully matured plant height must not exceed four feet (4'). Please see EXHIBIT "A" for details on view corridors.

To create and maintain a pleasant community appearance, front yards, side yards and rear yards must be landscaped.

Landscape Specifications

Grading and Drainage

The general intent for grading and drainage is for the manipulation of the ground surface within the home site as it meets the adjacent land aesthetically and functionally. Each lot will be graded with approved drainage patterns which cannot be altered.

- Water generated on each home site shall not flow onto adjacent lots, streets.
- All topographic change must occur within the lot boundaries and meet adjacent land at grade.

Planting

The desert growing season is vigorous and long, so trees and shrubs can achieve unmanageable sizes within only a few years. Drastic pruning is not an alternative to protecting view corridors or creating a pleasing landscape effect. Plant selection is a critical element to the design process with respect to size and growth patterns.

Plants should be selected based upon their natural growth pattern. Excessive, stylized pruning is not in keeping with the natural desert-scape of The Refuge community. Pruning to enhance the natural growth habit is obviously required.

To ensure continuity of landscape along the streets and maintain street view corridors, special plant restrictions are in effect along the street right-of-ways, between the back of the curb and the property line. Street right-of-ways are also discussed in Section 2.1. The special plant restrictions in these areas are:

- Plant material should not exceed three (3) feet in height. No trees are allowed.
- A minimum of 50% (at 70% plant maturity) of the right-of-way area, excluding driveway, shall be covered with plant material.

To create the natural flow and setting that is intrinsic to The Refuge Community, plant material, excluding ground cover, must be planted in groups or clusters of no less than three (3) plants. The planting scene should be of sufficient size to produce as mature effect as possible. Plant composition should employ a variety of plant sizes, colors and blooming cycles. To create this effect, the following is a list of planting minimums:

36" box trees: 1

5 gallon shrubs: 15-20

15 gallon shrubs: 3

The entire home site (front yard, back yard, and side yards) must be landscaped and covered with plant material and appropriate landscape rock. Due to the wide variety of home site sizes and a variety of site conditions, the DRC retains the right to require additional plants and may use their discretion on acceptable plant quantities, depending on home site sizes, site conditions and location.

There must be a harmonious relationship and correct proportion to all elements of the landscape design. Boulder groupings and rock features must be of similar color and form as existing area rock settings and formations. Boulders in the landscape or along streetscapes must be of natural color and not less than three

(3) feet in diameter, with one-third (1/3) sunk into the ground. Boulder groupings are encouraged to augment the rugged beauty of the site. The colors for boulders and rock material must be noted on the landscape plan and approved by the DRC.

Landscape rock that is ½" minimum should be used to cover all beds not turfed. Patterns and colors used must be shown on the landscape plan and approved by the DRC. Sand, artificially colored rock, gray gravel, or construction grade gravel and decomposed granite is not in keeping with The Refuge at Lake Havasu landscape design theme, therefore, these materials are not allowed.

Hardscape areas, including paths, walks, driveways, improved drainage ways, patios, hard surface landscape areas and similar improvements require approval of the DRC. This landscape related hardscape must appear natural and appropriate. Natural surface materials such as decomposed granite and surface rock must match the existing native colors and textures. Manufactured products, such as, brick, pavers, or stamped, colored concrete must closely match the adjacent natural surface color. Whether natural or manmade materials, these hardscapes must be installed or placed in natural patterns with native grasses, shrubs, or compatible ground covers planted to soften the improved area. Walks and pathways must be thirty inches (30") to sixty inches (60") in width, and follow the nature grade contours.

Turf

A total of 20% of the total landscape area may be turf. Turf must be of a common or hybrid Bermuda in the summer and over-seeded with perennial rye in the winter (October through April).

Other Site Elements

Outdoors gathering places such as patios, terraces and pools enhance the lifestyle of desert living. These elements must complement the site, the view and the architectural style of the residence. Any site elements that would encroach into any view corridor are not allowed. All patios and pools must meet the local code setback requirements. Barbecue units should be designed so that they are integral with the design of the house.

Above ground pools and spas do not relate to the natural setting and image within The Refuge Community, therefore are not allowed.

Landscape Installation

All landscaping including pools and other site elements must be installed and inspected in accordance with the plan approved by the DRC. Plan revisions must be approved by the DRC. No landscaping can commence without prior written approval from the DRC. Landscape installation must be completed within 180 days of receiving the Certificate of Occupancy. If work cannot be completed within this timeframe, a written request must be presented and approved by the DRC.

Home sites that are vacant after March 30, 2006 will be required to be covered with the Association approved landscape rock size and color (subject to change with product availability, at least two inches thick).

Failure to comply with this requirement shall result in the work being performed by the Association. All costs associated with completion shall be assessed against the Lot as provided herein. The Design Review Committee reserves the right to require additional landscaping on vacant home sites at a later date.

Construction Regulations

The following regulations shall be made a part of the construction contract document specifications for each Residence or other improvements on a lot, and all builders, Owners, and other persons shall be bound by these regulations. Any violation by a Prime Contractor or subcontractor shall be deemed to be a violation by the Owner of the Lot.

Enforcement of these construction regulations will be done by DRC members. Violations of the Construction Regulations will be reported to the DRC and a letter will be sent to the Prime Contractor involved. A copy of the letter will be sent to the Lot Owner and the DRC representatives. Continued violation of these policies and procedures may result in the Builder and subcontractor being denied access to The Refuge at Lake Havasu.

Construction Regulation Noncompliance Procedures

1. A Warning Letter will be sent to the Owner with a copy to the Prime Contractor or Company doing the improvement describing the violation, non-compliance or damage and setting a date and time for correction.
2. If remedial action is not taken or the offense occurs a second time, The Association may impose fines or assessments for violation of the Governing Documents. The following schedule may be applied: (per section 9.4.10. of the CC&R's, "The Design Review Committee may fix a fine of up to \$10,000 for failure to obtain required approval from the Design Review Committee or for failure to comply with any approval given by the Design Review Committee")

- First Violation: Written Warning Notice
- Second Violation: \$1,250.00 fine
- Third Violation: \$1,500.00 fine
- Fourth Violation: \$2,000.00 fine
- Further violation will result in additional fines and denial of access to the community.

The Design Review Committee will determine the time allowed to cure each violation based on safety and severity of the violation.

Fines will be levied and are immediately due upon notification. If payment of a fine is not received by The Refuge Community Association within fourteen (14) days of the fine levy date, the Compliance Deposit (see Section 1.6, page 11) will be drawn on in the amount of the fine. Pursuant to Section 1.6 of the Design Guidelines, failure to replenish the Compliance Deposit within seven (7) days following the DRC's delivery of written demand shall be deemed a material breach of the Guidelines and the Declaration and shall entitle the DRC to deny Prime Contractors and subcontractors (including Contractor's suppliers or representatives) access

to the community. Additionally, the Association may take whatever legal action is necessary including placing a lien on the lot in an amount equal to the Compliance Deposit deficiency.

Safety

All applicable industry standard safety precautions are to be taken at all times. This document is not to be construed as a safety manual. The Association, DRC, its agents or representatives are not responsible for enforcing any safety precautions or violations.

Debris and Trash Removal

Owners and contractors shall clean up all trash and debris on the construction site at the end of each day. A trash/debris receptacle must be on each construction site. Trash and debris shall be removed from each construction site at least once a week to a dumping site located outside of The Refuge at Lake Havasu. Lightweight material, packaging, and other items shall be placed in a closed container, covered to prevent wind from blowing materials off the construction site. Owners and Builders are prohibited from dumping, burying or burning trash anywhere on the Lot or in The Refuge at Lake Havasu. Disposal of any type of chemical, cleaner, fuels, oils or any toxic or environmentally harmful materials is absolutely prohibited at The Refuge at Lake Havasu.

On each construction site, the Prime Contractor must designate an area within the Lot for contractors and suppliers to clean their equipment. No dumping or discharge of excess materials, fluids, paint, mortar, drywall compound, concrete or runoff from equipment cleaning used in the construction of improvements is permitted outside the lot from which it is originated. Violation of such rules will result in the DRC imposing a fine in addition to requiring the owner to repair any damages resulting from such violation.

Sanitary Facilities

Each owner and Builder shall be responsible for providing adequate on-site sanitary facilities for the construction workers on that site. Portable toilets or similar temporary toilet facilities shall be located only on the site itself or in areas approved by the DRC. Facilities shall be emptied as necessary and contents removed from site.

Site Protection

Prior to the commencement of any construction project, the Prime Contractor or Owner must install a water meter on the site and keep site adequately watered to prevent blowing construction debris and dust. During the construction process it is the responsibility of the Prime Contractor or Owner to ensure that the site work is not affecting or damaging adjacent properties or lots.

If a Prime Contractor or Owner owns contiguous lots, those lots may have a perimeter snow fence to expand the construction area.

Before any adjacent lot is used for access to a home site, the following must be submitted to the DRC for approval:

- Written permission from the home site owner
- A photo of the lot establishing the lot's condition prior to its use

The lot must be restored to its original condition after access is granted. A photo must be supplied to The Refuge Community Association showing the lot restored to its original condition after access is granted.

Vehicles and Parking Areas

Construction crews will not park on, or otherwise use, common areas, golf course or any open space. All vehicles will be parked so as not to inhibit traffic, and to avoid damage to the natural landscape. All contractors are responsible for any damage caused by vehicles.

Excavation of Materials

Excess materials must be removed from The Refuge at Lake Havasu in a timely manner.

Restoration or Repair of Other Damage

Damage or scarring to any area outside the home site, including, but not limited to, open space, natural vegetation, other lots, roads, driveways and/or other Improvements, will not be permitted. If any damage occurs the Owner of the Lot will be obligated to have it repaired and/or restored promptly at the expense of the person causing the damage or the Owner of the Lot, within 60 days. Upon completion of construction, each Owner and Prime Contractor shall clean his construction site and repair the Lot which was damaged, including, but not limited to, restoring grades, planting shrubs and trees, repair of streets, concrete curbs, gutters, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing as approved or required by the DRC.

Miscellaneous and General Practices for Contractors, Subcontractors on Construction Sites

All Owners and Prime Contractors will be absolutely responsible for the conduct and behavior of their agents, representatives, contractors, subcontractors within The Refuge at Lake Havasu. During the construction phase, the following practices are prohibited at The Refuge at Lake Havasu, and will be considered a violation of these Design Guidelines. Any violation of these construction regulations may be subject to the imposition of a fine by the Association.

- Removing any rock, plant material, topsoil, or similar items from any other Lot within The Refuge at Lake Havasu is prohibited.
- Carrying any type of firearms within The Refuge at Lake Havasu.
- Using disposal methods or units other than those approved by the DRC
- Careless disposition of cigarettes, contaminated and other flammable material.

- Consumption of alcoholic beverages, or illegal drugs, or non-prescribed drugs on a construction site within The Refuge at Lake Havasu.
- Transit over natural zones.
- Prime Contractor's or subcontractor's pets, including dogs, may not be brought into The Refuge at Lake Havasu. No pets shall be allowed to roam at will throughout The Refuge at Lake Havasu. In the event of any violation hereof, the DRC or Developer shall have the right to contact the applicable authorities to impound the pet(s) or to refuse to permit such Prime Contractor or subcontractor to continue work in The Refuge at Lake Havasu, or to take any actions as may be permitted by law, these Design Guidelines or the Declaration.
- Catering trucks will not be permitted. Trash generated by food purchases, must be contained and disposed of properly in the trash receptacles.
- Music is limited to the interior of a residence and in no case may intrude on the privacy of the community.

Construction Access

- The only approved construction access during the time a Residence or other Improvements are being built will be over the approved driveway for the Lot unless the DRC approves an alternative access point.
- Contractors shall be responsible for removal of any debris or tracking on the Private Roads as a result of their construction.
- At some point, the DRC will restrict construction vehicle access to the community through the North gate only and may institute contractor registration procedures.
- Any contractor, other than the Prime Contractor, is allowed into the community only when they are working. With the exception of the Prime Contractor, no contractors can refer non-residents of The Refuge community to The Refuge at Lake Havasu to examine their work. All visitors must register with the Sales Office.

Daily Operations and Access

Until a residence is occupied in the immediate vicinity, as determined by the DRC, daily contractor access will be through the designated construction access only during posted construction hours:

Monday – Friday: 6:00 a.m. to 6:00 p.m.

Saturday: 6:00 a.m. to 6:00 p.m.

Sundays and holidays with The Refuge Community Association approval only and within compliance with Mohave County ordinances. Holidays Include: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving. Christmas Day.

RV Storage Area

The Refuge Community Association, or its employees or contractors are not responsible for any item in the RV Storage Area. The Association reserves the right to determine acceptable items to be stored in the RV Storage Area. Outlined below are the parameters for the use of the RV Storage Area.

- 25 foot space will cost \$30.00 per month (along the north, east & south perimeters)
- 30 foot space will cost \$36.00 per month (along the west wall)
- 45 foot space will cost \$54.00 per month (middle section)

Each owner is restricted to ONE 45 foot space and no more than TWO total spaces. If there is ample space, the Board of Directors may allow an owner to rent more than TWO total spaces, subject to a 30 day notice to vacate if another owner is in need of a space.

Prior to storing any item, the owner must call the Association Management Office (928) 505-1120 to register the item on behalf of himself, or their guest.

The RV Storage Area is a convenience to the Refuge Community Owners, therefore, failure to adhere to these guidelines may result in an Owner's revocation of storage privileges by the Association to prevent excessive management expense being passed on to all owners.

Design Committee

Members

The Design Review Committee (DRC) shall initially consist of at least the following: A consulting architect appointed by the Developer; the Developer; a representative from The Refuge Golf Club, the Association Manager: for a minimum of three members to a maximum of five members total. Each member shall hold his/her office until such time as he/she has resigned or been removed or his successor has been appointed forth herein.

Resignation of Members

Any member of the DRC may resign from the DRC upon written notice delivered to the Developer and/or The Refuge at Lake Havasu Community Association at any time. The controlling authority, whether the Developer or Refuge Community Association, has the right to appoint and remove members.

Duties

The DRC duties shall include:

- Approving builders and limiting the number of builders (Prime Contractors) permitted to construct improvements within The Refuge Community, subject to approval by the Developer.

- Consider and act upon proposals or plans related to the development of The Refuge at Lake Havasu that are submitted pursuant to the Design Guidelines.
- Enforce the Design Guidelines and to amend these Design Guidelines when, and in a manner deemed appropriate by the Board of The Refuge Community Association.

Compensation

The members of the DRC shall receive no compensation for services rendered unless authorized to do so by the Developer and or the Home Owners Association. All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of their duties. Professional consultants and representatives of the DRC used in the Review Process shall be paid such compensation as the Developer and or Home Owners Association determines.

Amendment of Design Guidelines

The DRC may from time to time, amend or revise any portion of these Design Guidelines. All such amendments or revisions shall be amended to and made a part of the Design Guidelines. Administrative changes may be made in like manner by the DRC. Guideline changes of a substantial nature may be recommended by the DRC for consideration by the Developer and/or Board of Directors of The Refuge Community Association. Substantial changes must be approved by the controlling authority, either the Developer or The Refuge Community Association.

Each owner is responsible for obtaining from the DRC a copy of the most recently revised Design Guidelines before commencing on any Improvements to the Owner's Lot.

Non-liability

Neither the DRC, any member thereof, nor the Developer, shall be liable to the Community Association or to any Owner or other person for any loss or damage claimed on account of any of the following:

- The approval or disapproval of any plans, drawings and specifications whether or not defective.
- The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications.
- The development or manner of development, of any Lot within The Refuge at Lake Havasu.

Every Owner and other person, by submission of plans and specifications to the DRC for approval, agrees that he will not bring any action or suit against the DRC, any of its Members, or the Developer and its agents or representatives, regarding any action taken by the DRC.

Enforcement

The DRC or its Designee's may, at any time, inspect a Lot or Improvement. If upon discovering a violation of these Guidelines, provide a written notice of noncompliance to the Owner, and the Prime Contractor, including a reasonable time limit within which to correct the violation. If an Owner fails to comply within this

time period, the DRC, or its authorized agents, may enter the Lot and correct the violation at the expense of the Owner of the Lot. Any such expense shall be secured by a lien upon the Lot enforceable in accordance with the Declaration. In the event the DRC deems it necessary to retain legal counsel in connection with the enforcement of these Design Guidelines, the Owner, against whom such enforcement is sought, shall be liable for all legal fees and other out-of-pocket expenses incurred by the DRC or The Refuge Community Association in enforcing the Design Guidelines.

The Owner is responsible for his/her Prime Contractor/subcontractors compliance with these guidelines.

The Refuge Community Association and its DRC reserve the right to stop construction and assess a fine of up to \$10,000.00 on a lot where:

- The property is being built or landscaped without submitting the appropriate documents for approval or against the approved plans or variances;
- The Design Guidelines, the appropriate CC&R's and/or regulations are not being complied with fully;
- Revisions are made to approved plans during construction without obtaining the required approval of the DRC.

Severability

If any provision of these Design Guidelines, or any section, clause, sentence, phrase, word, or application thereof in any circumstance, is held invalid, the validity of the remainder of these Design Guidelines, and of the application of any such provisions, section, sentence, clause, phrase or word in any other circumstance, shall not be affected thereby, and the remainder of these Design Guidelines shall be construed as if such invalid part were never included therein.

Meetings

The DRC shall hold regularly scheduled monthly meetings as required to review the application for approvals. All applications must be submitted to the DRC by the 25th day of the month prior to each meeting. The Chairman of the DRC may call special meetings upon two (2) days prior written or oral notice to the other members. A quorum for each meeting shall consist of two (2) members. A designated alternate member may participate at any meeting in which there is not a quorum of regular members present, and shall have all of the authority of a regular member while so participating.

Decisions

The DRC shall review all applications submitted to it and shall furnish a written decision to the applicant setting forth the reasons for its decisions. An affirmative vote of a majority of the members of the DRC shall be necessary for any decisions. In the event the DRC fails to take any action within thirty days after an application has been submitted to it, then the application shall be deemed disapproved. The DRC may

disapprove any application if there is not sufficient information submitted for the DRC to exercise the judgment required by these Design Guidelines. In all cases, the DRC shall attempt to itemize the nature of its objections.

The DRC may require an Owner to retain Qualified Design Services after the rejection of two consecutive submittals before any additional submittals will be reviewed.

Variances

The DRC has the authority to deviate from the requirements contained in these Design Guidelines in extenuating circumstances if the following requirements would create an unreasonable hardship or burden for an Owner. An affirmative vote of a majority of the members of the DRC must be gained for a variance to be granted.

Appeal

Except as otherwise provided in the Declaration, any Owner aggrieved by the decision of the DRC may appeal the decision to The Refuge Community Association. Such an appeal must be made within seven (7) days after the decision notification has been given by the DRC. This appeal must be accompanied by the written decision of the DRC together with, if the appeal is being made by the applicant, copies of the application and all items submitted to the DRC and any other relevant evidence previously submitted to the DRC.

Written Records

The DRC shall keep and safeguard complete written records of all applications for approvals submitted to it (including one (1) set of all preliminary sketches and all architectural plans), all actions of approval or disapproval, and all other actions taken by it under the provisions of these Design Guidelines. All such records shall be maintained in the offices of the Community Association for a minimum of three (3) years after approval or disapproval.

Nature of Approval

Any approval of plans, specification or proposed construction given by the DRC shall be only for the purpose of approving compliance to these Design Guidelines. Design Guideline approval shall not constitute compliance with county and state laws. DRC APPROVAL SHALL NOT CONSTITUTE ANY APPROVAL, RATIFICATION OR ENDORSEMENT OF THE QUALITY OR ARCHITECTURAL OR ENGINEERING SOUNDNESS OF THE PROPOSED IMPROVEMENT, AND NEITHER THE DRC, NOR ITS MEMBERS, THE BOARD, THE OFFICERS OF THE COMMUNITY ASSOCIATION, OR THE DEVELOPER OR ITS AGENTS OR REPRESENTATIVES SHALL HAVE ANY LIABILITY IN CONNECTION WITH OR RELATED TO APPROVED PLANS SPECIFICATIONS OR IMPROVEMENTS.

APPENDIX "A"
Design Review Application

Sales Market Lot _____

Street address _____

Owner Name _____

Mailing Address _____

City _____ **State** _____ **Zip** _____

Telephone Number _____ **Email** _____

Design Professional Name _____

Mailing Address _____

City _____ **State** _____ **Zip** _____

Telephone Number _____ **Email** _____

Contractor/Builder Name _____

Mailing Address _____

City _____ **State** _____ **Zip** _____

Telephone Number _____ **Email** _____

Check all that that is applicable:

☐ **New Home Construction**

☐ **Pool**

☐ **Walls/Fences**

☐ **Landscaping**

☐ **Other:** _____

PLANS INCLUDE A VARIANCE REQUEST: YES or NO If yes, list applicable plan pages: _____

Applicants Signatures:

As applicants, we have read and understand the Design Review Guidelines, Refuge Policy & Procedures, and the CC&R's.

Lot Owner Signature: _____

Contractor Signature: _____

Appendix "B"

DESIGN COMMITTEE INSPECTION FORM

Predesign Conference

Attendees: _____

Notes: _____

DRC Representative Signature

Date

Location and Setback Certification

Building Envelope Setbacks per Site Plan:

Left _____ Right _____ Front _____ Rear _____

Actual Building Setbacks:

Left _____ Right _____ Front _____ Rear _____

Prime Contractors Signature

Date

DRC Plan Conformance Inspection

Plan Conformance: _____

Material Board: _____

DRC Representative Signature

Date

*Vertical Building Envelope (Height) Inspection
(Attach Surveyor's Certification)*

Signed by: _____ Date _____

DRC Representative

Refuge SML# _____ Refuge Address: _____ Owner Name: _____

Schematic Review Completed By: _____ Date Reviewed: _____

Y N Is owner current with association dues?

Y N 1. Completed Design Review Committee Application (see Appendix "A")

Y N 1.A. **Variance requests** must be listed on the Application and printed on the appropriate plan pages

Y N 2. Design Review fees and deposits payable to The Refuge Community Association Inc. (See Fee Schedule)

Y N 3. (2) sets of plan size paper the Schematic Design Drawings - All Plans must contain dates & revision dates. Changes must include clouding and delta.

3.A. (1) set in Digital Form (PDF preferred)

Y N 4. TOPOGRAPHIC SURVEY INFORMATION (see SECTION 1.4)

4.A Show Approved Pad Elevation

4.B Show Existing 1' contours covering entire lot

4.C Show at least 2 spot elevations

4.D Show all Utility locations

4.E. Show property lines, all setbacks, and easements

4.F. Incorporate building envelope and site plan (see Exhibit A) into survey

Y N 5. SCHEMATIC ELEVATIONS

5.A ___ Building elevations identified as

5.B ___ North ___ South ___ East ___ West ___ front ___ rear ___ left ___ right

5.C ___ existing or proposed improvements and grades in those areas are shown.

5.D ___ Side elevations extend to property line.

5.E ___ existing walls or fences are shown

5.F ___ All proposed exterior materials that have been selected should be on these elevations.

Y N 6. ROOF PLAN

Y N 6.A Roof calculation that clearly shows the maximum percentage of the roof that exceed the 17' building envelope as allowed in the guidelines.

Y N 6.B Color of roof must be listed on the Roof Plan that complies with the Color Standards (TAN)

Y N 6.C Chimney & Caps shown and detailed to meet standards

Y N 6.D Skylights shown and detailed

Y N Detail and Characterization on all sides of the home

Y N Pictures of Adjacent Homes

Y N Neighbor Approvals Required: Left ___ Right ___ Rear ___ Other ___

Y N **7 Garage Door Height & width – Not to Exceed** 18ft. wide x 14ft. high. 1 large allowed. Discretion

7.A Garage No. 1: W ___ H ___ Garage No. 2: W ___ H ___ Garage No. 3: W ___ H ___

Y N Rear Garage Door for Future Pool

Y N Compliance with building envelope shown (see EXHIBIT "A") and height limits (vertical building envelope, see EXHIBIT "B").

Construction:

- Y N (2) sets of plan size paper the Construction Design Drawings
(1) set in Digital Form (PDF preferred)
- Y N All proposed and existing architectural and landscape improvements
- Y N Easements on the Lot, if any
- Y N Approved pad elevation, including adjacent pad elevations, and compliance
with both horizontal and vertical building envelopes
- Y N Dimensioned pool setback lines from property lines
- Y N Roof plan with overhang line and dimension from property lines
- Y N Framing plan and details
- Y N All services
__trash area __pool __A/C units __irrigation backflow __utility equipment locations
__gates
- Y N Utility service locations from Lot
- Y N Utility service entrance locations at the house
- Y N Covered Patio area _____S.F. shown
- Y N Square footage for enclosed air-conditioned space _____ S.F. shown
- Y N Square footage for garage and shop space _____S.F. shown
- Exterior Elevations
- Y N All exterior materials and finishes on wall and roof shown
__Main entry door __garage overhead doors __gates __columns __ornamental iron work
__exterior trim __skylights __archways __louvers __vents __drains & gutters
__expansion joints __flashing __tile & masonry strips
- Y N Material Sample Board
__concrete color __stone color __roof tile __windows __paint __stucco
__manufacturer brochure for window __exterior man doors __garage doors
__exterior lighting choice per dark sky policy on page 26 of the Guidelines
__address numbers
- Y N Finish Grading and Drainage plan that indicates means of achieving positive drainage from all
locations on the lot to an approved drainage location
- Y N Landscape plan by Architect or Professional
__location of all plant material __all plant material labeled
__location of irrigation equipment shown

___ walls ___ fences ___ driveways ___ patios ___ pools
___ other structural ___ hardscape elements ___ plant material

Y N Builder approved ___ Insurance Certificate ___ ROC License in Good Standing
Listing Association As additional insured ___ Workers Comp Agreement

Inspections:

- 1) Location and Setback Certification and Pad Certification

TO BE COMPLETED BY LICENSED SURVEYOR

Date Received: _____ By: _____

- 2) DRC Plan Conformance Inspection

TO BE COMPLETED BY THE DRC

Date Completed: _____ By: _____

- 3) Height Compliance Inspection (if needed)

TO BE COMPLETED BY THE DRC

Date Completed: _____ By: _____

- 4) Landscape Inspection

TO BE COMPLETED BY THE DRC

Date Completed: _____ By: _____

Compliance Deposit Returned ___/___/___ Amount: _____ Check Number: _____

NOTICE: THIS DOCUMENT IS SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE

The Refuge Community Association Landscape Design Checklist

Date: _____ SML#: _____ Owner: _____

Address: _____

APPROVED PLANT LIST:

Are all the plants included on the Approved Plant List: YES NO

List items to be removed not on the Approved List:

VIEW CORRIDOR:

Is everything in the view corridor less than 4 feet? YES NO

List items to be removed and relocated from the view corridor:

DENSITY:

Are there enough plants and trees included in the plan?

___ 1 - 36" Box ___ 15 to 20 - 5 Gal ___ 3 - 15 Gal

List suggestions on more or less trees and plants:

BOULDERS: Minimum 2' wide and naturally buried YES NO

GROUND COVER:

Is the ground cover material, size, and color listed? YES NO

___ Gravel ___ Decomposed Granite ___ other:

Size: _____

Color: _____

PAVERS AND STEPPING STONES

List Material Proposed Acceptable: YES NO

List Colors Proposed Acceptable: YES NO

EQUIPMENT LOCATION & SCREENING:

Is the pool equipment screened by wall or plants: YES NO

Is the irrigation equipment properly located? YES NO

DRAINAGE:

Is the drainage path clear and to the street? YES NO

List any drainage concerns or requirements:

OTHER ITEMS:

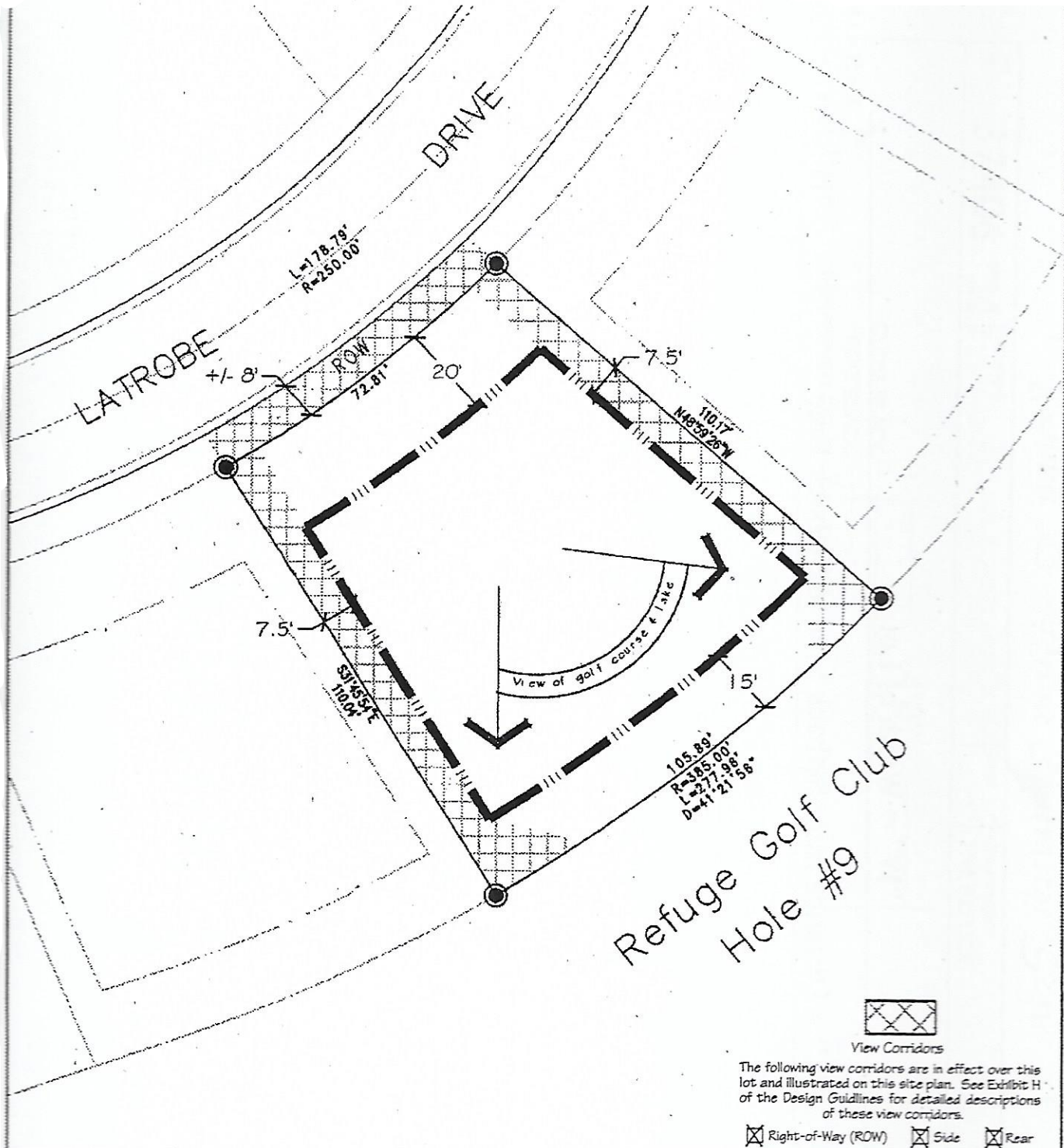
Trash Enclosure Located on Plans: YES NO

List comments, questions, concerns, & recommendations:

Reviewed by: _____

Date: _____

Exhibit A - Site Plan



View Corridors

The following view corridors are in effect over this lot and illustrated on this site plan. See Exhibit H of the Design Guidelines for detailed descriptions of these view corridors.

☒ Right-of-Way (ROW) ☒ Side ☒ Rear



LOT 00

LOT AREA: 9,828 Sq. Ft.
BUILDING ENVELOPE AREA: 5,631 Sq. Ft.
FINISH FLOOR ELEV: 577.5' / 567.5'

(Lot Owner Signature)

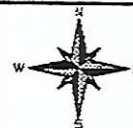
(Date)

(Issued By)

This graphic provides general site information that is approximate and does not constitute a warranty, expressed or implied by The Refuge. This information may be revised by The Refuge without notice or liability. Topographic information presented should not be relied upon for design or construction.

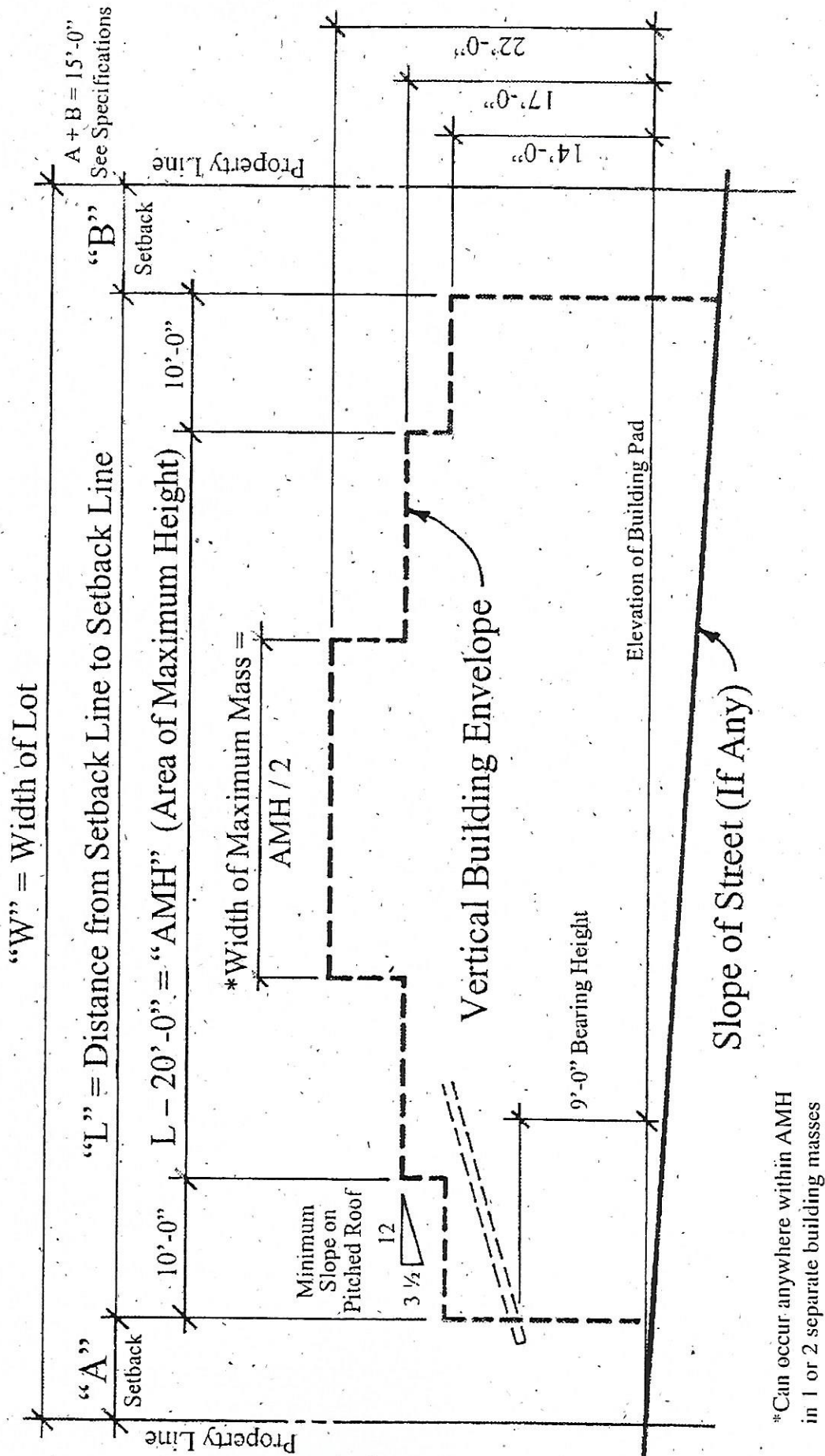
LEGAL DESCRIPTION:

LOT 00, BLOCK 0



9/17/02
Scale: 1" = 30'

Exhibit B - Vertical Building Envelope



*Can occur anywhere within AMH in 1 or 2 separate building masses

Exhibit C - Approvable Exterior Colors Part 1

Body: Smokehouse SW 7040
Trim: Terra Brun SW 6048
Accent: Black Fox SW 7020

Body: Steady Brown SW 6110
Trim: Fiery Brown SW 6055
Accent: Cast Iron SW 6202

Body: Cardboard SW 6124
Trim: Protégé Bronze SW 6153
Accent: Well-Bred Brown SW 7027

Body: Griffin SW 7026
Trim: Rugged Brown SW 6062
Accent: French Roast SW 6069

Body: High Tea SW 6159
Trim: Kaffee SW 6104
Accent: Black Bean SW 6006

Body: Smokey Topaz SW 6117
Trim: Grounded SW 6089
Accent: Andiron SW 6174

Body: Jute Brown SW 6096
Trim: Sable SW 6083
Accent: French Roast SW 6069

Body: Superior Bronze SW 6152
Trim: Toasty SW 6095
Accent: Sturdy Brown SW 6097

Body: Virtual Taupe SW7039
Trim: Steady Brown SW 6110
Accent: Van Dyke Brown SW 7041

Body: Dapper Tan SW 6144
Trim: Grounded SW 6089
Accent: Java SW 6090

Body: Thatch Brown SW 6145
Trim: Otter SW 6041
Accent: Black Bean SW 6006

Body: Virtual Taupe SW 7039
Trim: Smokehouse SW 7040
Accent: Plum Brown SW 6272

Body: Baguette SW 6123
Trim: Craft Paper SW 6125
Accent: Marooned SW 6020

Body: Dapper Tan SW 6144
Trim: Best Bronze SW 6160
Accent: Umber SW 6146

Body: Smokey Topaz SW 6117
Trim: Jute Brown SW 6096
Accent: Fired Brick SW 6335

Body: Sawdust SW 6158
Trim: Steady Brown SW 6110
Accent: Status Bronze SW 7034

Body: Browse Brown SW 6012
Trim: Grounded SW 6089
Accent: Bitter Chocolate SW 6013

Body: Hopsack SW 6109
Trim: Coconut Husk SW 6111
Accent: Cast Iron SW 6202

Body: Backdrop SW 7025
Trim: Well-Bred Brown SW 7027
Accent: River Rouge SW 6026

Body: Chinchilla SW 6011
Trim: Otter SW 6041
Accent: Truly Taupe SW 6038

Exhibit C - Approvable Exterior Colors Part 2

Body:	Mocha	SW 6067
Trim:	Terra Brun	SW 6048
Accent:	Trusty Tan	SW 6087

Body:	Latte	SW 6108
Trim:	Portabello	SW 6102
Accent:	Fiery Brown	SW 6055

Body:	Perfect Greige	SW 6073
Trim:	Spalding Gray	SW 6074
Accent:	Grizzle Gray	SW 7068

Body:	Tatami Tan	SW 6116
Trim:	Cardboard	SW 6124
Accent:	Umber	SW 6146

Body:	Tony Taupe	SW 7038
Trim:	Garrett Gray	SW 6075
Accent:	French Roast	SW 6069

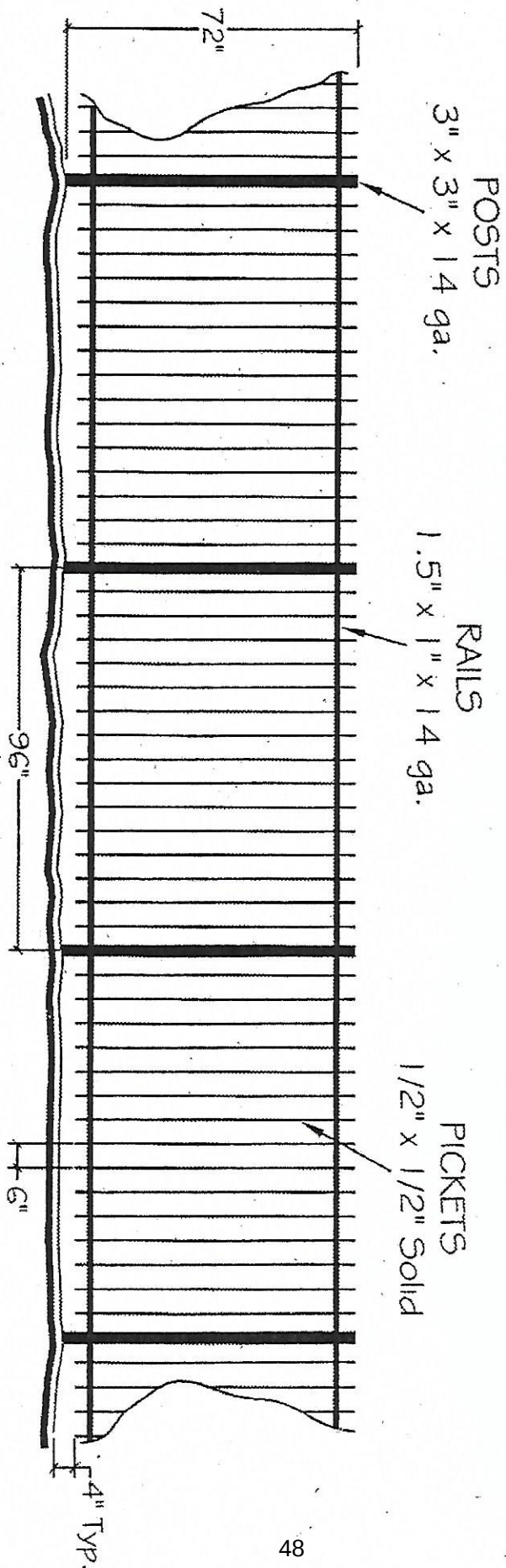
Body:	Sombrero	SW 2169
Trim:	Shaker Red	SW 2173
Accent:	Leather Bound	SW 6118

Body:	Oak Creek	SW 2176
Trim:	Pennywise	SW 6349
Accent:	Brevity Brown	SW 6068

Approved LaHabra Stucco Colors

16 Silver Grey	97 Pacific Sand	105 Oat Grain
17 Misty	215 Mesa Verde	
23 Aspen	278 Trabuco	
24 Santa Fe	434 Fallbrook	
25 Saddleback	475 Viejo	
28 Mirage	524 Alamo	
34 San Simeon	580 Sierra Tan	
40 Dove Grey	696 Southern Moss	
48 Meadowbrook	820 Silverado	
53 Pure Ivory	830 Clay	
55 French Vanilla	63149 Hatteras	
71 Miami Peach	63152 Asheville	
72 Adobe	81583 Belle Glade	
73 Egg Shell	81584 Suffolk	
81 Oatmeal	81585 Charleston	
82 Hacienda	81586 Hialeah	
86 Sandstone	81588 Morningside	

Exhibit 7 - Specified View Fence



Specifications:

- Fence is 72" Tall
- Posts are 3" x 3" x 14 ga. @ 96" o.c.
- Rails are 1.5" x 1" x 14 ga.
- Pickets are 1/2" x 1/2" x Solid @ 6" o.c.
- Pickets to be welded to outside of rails
- 4" Clearance @ Bottom Typ.

Note:

- Where necessary, picket spacing should be adjusted to meet local, county and state pool codes.

Exhibit 9 - Native & Biologically Compatible Plant List

Page 1 of 3

Trees

Scientific Name	Common Name
<i>Acacia sp.</i>	Acacia
<i>Brachychiton populneus</i>	Bottle Tree
<i>Caesalpinia cocalaco</i>	Cascalote
<i>Cercidium hybrid</i>	Desert Museum or Other Hybrids
<i>Cercidium floridum</i>	Blue Palo Verde
<i>Cercidium microphyllum</i>	Littleleaf / Yellow Palo Verde
<i>Cercidium praecox</i>	Palo Brea
<i>Chilopsis linearis</i>	Desert Willow
<i>Chitalpa tashkinensis hybrid</i>	Chitalpa
<i>Dalbergia sissoo</i>	Sissoo
<i>Dalea spinosa</i>	Smoke Tree
<i>Fraxinus greggii</i>	Greg Ash
<i>Geijera parviflora</i>	Australian Willow
<i>Lysiloma thornberi</i>	Feather Tree
<i>Olneya tesota</i>	Desert Ironwood
<i>Pinus eldarica</i>	Eldarica Pina
<i>Pithecellobium sp.</i>	Ebony
<i>Pittosporum phillyraeoides</i>	Willow Pittosporum
<i>Prosopis alba</i>	Argentine Mesquite
<i>Prosopis chilensis</i>	Chilean Mesquite
<i>Prosopis glandulosa</i>	Western Honey Mesquite
<i>Prosopis juliflora</i>	Arizona Native Mesquite
<i>Prosopis pubescens</i>	Screwbean Mesquite
<i>Prosopis velutina</i>	Velvet Mesquite
<i>Quercus turbinellia</i>	Desert Scrub Oak
<i>Quercus virginiana</i>	Sothorn Live Oak
<i>Sophora secundiflora</i>	Texas Mountain Laurel

Shrubs

Scientific Name	Common Name
<i>Abronia villosa</i>	Sand Verbena
<i>Agave</i> sp.	Agave
<i>Aloe</i> sp.	Aloe
<i>Anisacanthus</i> sp.	Desert Flame / Honeysuckle
<i>Atriplex</i> sp.	Saltbush
<i>Baccharis</i> sp.	Coyote Bush
<i>Baileya multiradiata</i>	Desert Marigold
<i>Bougainvillea</i> sp.	Bougainvillea
<i>Buddleia marrubifolia</i>	Butterfly Bush
<i>Caesalpinia gilliesii</i>	Yellow Bird of Paradise
<i>Caesalpinia mexicana</i>	Mexican Bird of Paradise
<i>Caesalpinia pulcherrima</i>	Red Bird of Paradise
<i>Calliandra</i> sp.	Fairy Duster
<i>Cassia</i> sp.	Cassia
<i>Cordia parvifolia</i>	Little-Leaf Cordia
<i>Cuphea llavea</i>	Bat-Faced Cuphea
<i>Dalea</i> sp.	Dalea
<i>Dasylinon</i> sp.	Desert Spoon
<i>Dodonaea viscosa</i>	Hop Bush
<i>Encelia farinosa</i>	Brittle Bush
<i>Ephedra viridis</i>	Mormon tea
<i>Eracameria lancifolia</i>	Turpentine bush
<i>Fouquieria splendens</i>	Ocotillo
<i>Hesperaloe</i> sp.	Hesperaloe
<i>Hymenoclea salsola</i>	Cheese Bush (Burro Brush)
<i>Hyptis emoryi</i>	Desert Lavender
<i>Justica</i> sp.	Chuparosa / Honeysuckle
<i>Lantana</i> sp.	Lantana
<i>Larrea divaricata</i>	Creosote Bush
<i>Leucophyllum</i> sp.	Texas Ranger
<i>Lupinus</i> Sp.	Lupines
<i>Mascagnia macroptera</i>	Yellow Orchid Vine
<i>Opuntia</i> sp.	Prickly Pear / Cholla
<i>Penstemon</i> sp.	Penstemon
<i>Ruellia</i> sp.	Ruellia
<i>Salvia</i> sp.	Sage
<i>Senna</i> sp.	Senna
<i>Simmondsia chinensis</i>	Jojoba
<i>Sophora arizonica</i>	Arizona Sophora
<i>Sphaeralcea ambigua</i>	Globe Mallow
<i>Tecom stans</i>	Yellow Bells
<i>Verbena</i> sp.	Verbena
<i>Viguiera deltoidea</i>	Golden Eye
<i>Yucca schottigera</i>	Mohave Yucca
<i>Yucca whipplei</i>	Our Lord's Candle

Accent Grasses

Scientific Name	Common Name
<i>Bouteloua curtipendula</i>	Side Oats Grass
<i>Bouteloua gracilis</i>	Blue Grama
<i>Eragrostis sp.</i>	Love Grass
<i>Festuca sp.</i>	Blue Fescue
<i>Muhlenbergia sp.</i>	Deer Grass
<i>Nolina microcarpa</i>	Bear Grass
<i>Sporobolus contractus</i>	Spike Dropseed
<i>Sporobolus cryptandrus</i>	Sand Dropseed

Ground Covers

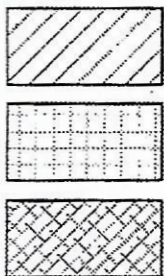
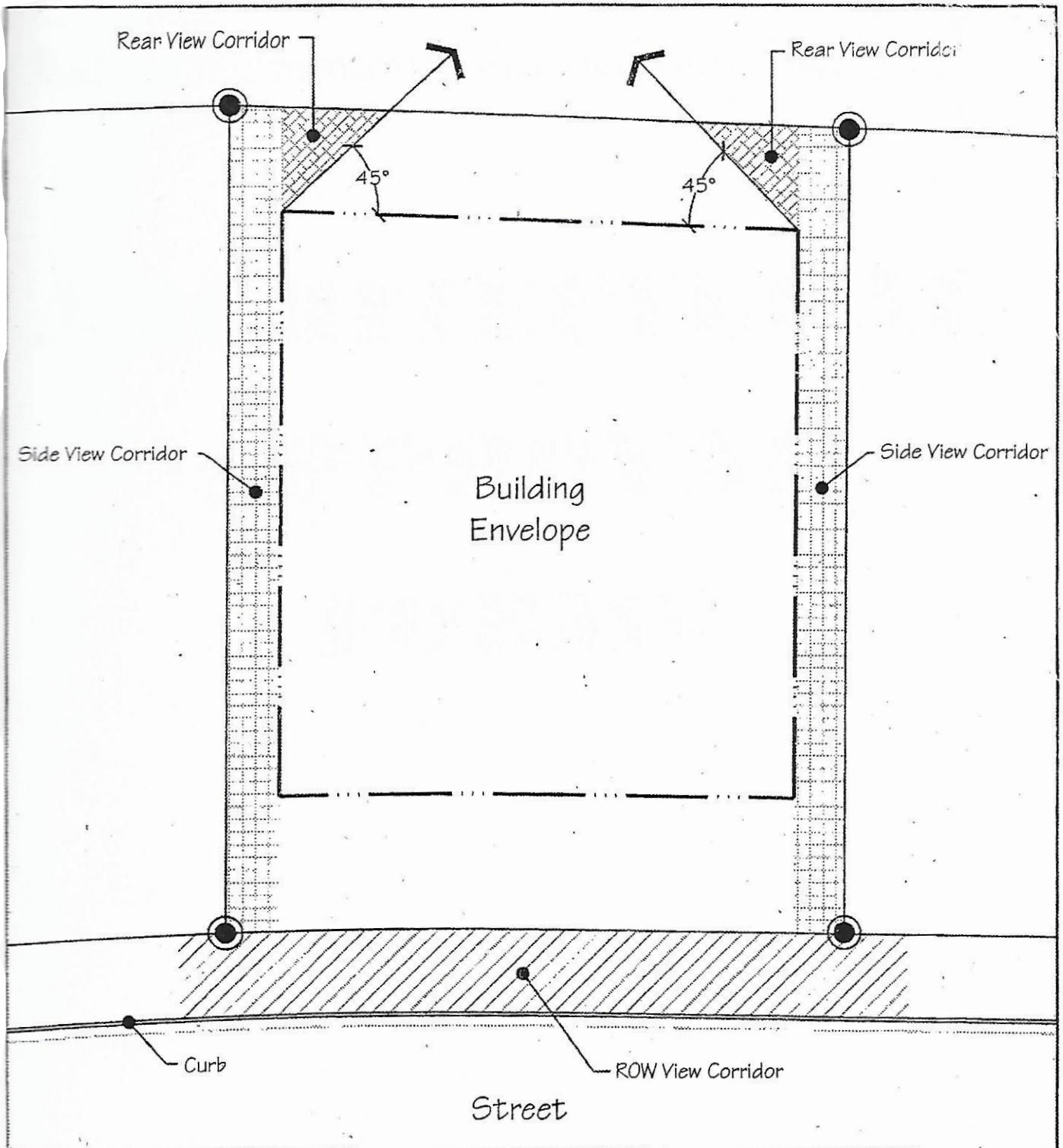
Scientific Name	Common Name
<i>Abronia villosa</i>	Sand Verbena
<i>Acacia redolens</i>	Desert Carpet Acacia
<i>Dalea greggii</i>	Trailing Indigo Bush
<i>Gazania sp.</i>	Gazania
<i>Melampodium leucanthum</i>	Blackfoot Daisy
<i>Myoporum parvifolium</i>	Trailing Myoporum
<i>Verbena rigida</i>	Sandpaper Verbena
<i>Wedelia trilobata</i>	Wedelia / Yellow Dots

Turf Grasses

Scientific Name	Common Name
<i>Cynodon sp.</i>	Common or Hybrid Bermuda Grass
<i>Lolium sp.</i>	Perennial Rye (Winter Overseed)

- * Other annual and perennial flowers are permitted, so long as they are native and non-invasive.
- * The DRC reserves the right to add or remove plant material from this list if it deems necessary.

Exhibit H - View Corridor Exhibit



ROW View Corridor

Side View Corridor

Rear View Corridor

The Right-of-Way (ROW) View Corridor is the area between the back of curb and the front lot line. Landscape responsibility is that of the lot owner. Plant material not to exceed 3' of height.

The Side View Corridors are the areas between the building envelope and side lot line. This view corridor is to allow for open views between certain homes. Plant material may not exceed 4' of height.

This Rear View Corridor is to allow for open views across the back corner of lots that face a dramatic view. This view corridor is established by taking a 45° angle from the back building envelope line. The area outside of this 45° line is the Rear View Corridor. Plant material may not exceed 4' of height.

**The Refuge Community Association
Design Review Committee
Exterior Color Change Application**

Lot# _____ Home Owner Name: _____

Home Address: _____

Email Address: _____

Contractor Name: _____ ROC Number: _____

Please list color choices:

Body: _____

Trim: _____

Accent: _____

Driveway, Doors, Windows Etc.: _____

Start Date: _____ Completion Date: _____

I am submitting this application for color approval and agree to be bound by the standards set forth in the Association's CC&R's and Design Guidelines as they pertain to exterior changes.

Signature of the Home Owner: _____ Date: _____

Review Fee: \$150.00

.....
Attach color samples here:

.....
Approval Date: _____ Approved By: _____

The Refuge Community Association, Inc.
The Lot Improvement and Approved Builder Agreement
Summary of Document Changes

The Builder Agreement has been revised to include verbiage from the CC&R's and Design Review Guidelines paramount to the successful execution of home building in The Refuge with the least amount possible inconvenience to adjacent neighbors. The Design Review Committee's goal in developing this new document is to assist in clarifying the home building process and avoid as much confusion as possible for both home owner and builder as per the CC&R's and Design Review Guidelines.

As the community changes from empty lots to beautiful homes, reminders of the responsibility of both Builder AND Owner for their new construction and the possible adverse affects on other lots has become apparent. Below is a summary of those changes:

- A. All requirements of the original Builder Agreement are included in the revised document, plus
 - a. Addition of Owner initials and signature as well as Builder's signature acknowledging the responsibility of both parties for construction;
 - b. Clarification the Builder is responsible for a complete home build, meaning home, pool, retaining walls, wrought iron, landscaping;
 - c. Clarification of items to be completed, prior to start of construction, meaning Builder is licensed as a home builder in Arizona, pay all deposits and fees, have an approval for construction from the Association, a building permit, connection to water on lot to continually water lot during any excavations, a trash bin, porty potty, an adjacent lot agreement (if necessary), and a common wall agreement (if necessary);
 - d. Hard copy of all exhibits, including Design Review Guidelines and their exhibits.

The Design Review Committee is available to answer an questions the Board may have, and/or any revisions to be considered.

REFUGE POA BUILDER PREQUALIFICATION CHECKLIST

Builder Information:

Name: _____

Address: _____

Phone _____ Email: _____

Contact Name: _____

Builder Submittal Requirements

Date Submitted

Provide Arizona Contractor License Number

Provide 5-10 years custom home construction experience

Provide photos of recent projects

Provide previous client contract information

Provide any other names or licenses builder has operated under

Any revocations of license? Yes No

If Yes, When and why

Date Cleared

Provide \$1M insurance certificate naming Refuge POA as additional insured

Date Obtained

Expiration Date

Builder understands it's their responsibility to provide renewed insurance certificate, prior to certificate's expiration, to insure coverage for the duration of any active construction project.

Builder understands a deposit of \$10,000 per home submitted may be required Yes No

Builder Prequalification submittal package will be reviewed by DRC for content and completeness

Builder Prequalification submittal package submitted to and verified by Amy Telnes Management

Builders Prequalification package: Accepted Yes No Date Letter Sent _____

Builders Prequalification package: Denied Yes No Date Letter Sent _____

Additional information requested: Yes No

Disclaimers:

*****Builder understands DRC may require deposits of \$10K per home in lieu of standard \$10K per builder***

*****Builder understands the DRC may at its discretion decide not to approve a builder for additional new home construction until the first home is 100% completed***

*****Builder understands DRC decision is final***

11/20/2024

The Refuge Community Association, Inc.
The Lot Improvement and Approved Builder Agreement

This Lot Improvement Agreement ("Agreement") is entered into as of this _____ day of _____, 20____, by and between _____ the Refuge Community Association, Inc., an Arizona non-profit corporation ("the Association"), _____ ("Owner"), and _____ ("Approved Builder") (Collectively, the "Parties").

RECITALS

- A. The Association and the Lots within the Refuge are subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Refuge Community Association ("Declaration") and The Refuge Lake Havasu Design Guidelines ("Design Guidelines"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration and Design Guidelines.
- B. Owner is the owner of Lot _____ located at _____ (the "Lot"), which is subject to the Declaration. Owner retained the services of Approved Builder to perform the following work at the Lot: _____ (the "Improvements"). Approved Builder is a licensed Arizona residential contractor (ROC# _____) engaged in the business of constructing high quality homes.
- C. Approved Builder shall be deemed as such upon receipt and acceptance by The Association of all applicable documents, proof of experience, and deposit(s), as stated in this Declaration.
- D. The Owner has requested approval from the Design Review Committee for the Improvements in accordance with Article 2 of the Declaration.
- E. The Design Review Committee, for and on behalf of the Association, is willing to approve the Owner's proposed Improvements, **subject to the terms and conditions set forth herein.**

The Parties acknowledge that the Owner, Lot, and the Improvement remain in all aspects subject to the Project Documents, and further those any and all improvements, alterations or other modifications to the Lot (including but not limited to the Improvements) must be approved in advance by the Design Review Committee.

The Builder understands that their scope of responsibility incorporates the management of ALL aspects of construction on the Lot, to include a complete HOME, POOL, LANDSCAPING, RETAINING WALLS, AND WROUGHT IRON, Et Al.

It is important to note the Refuge is within the jurisdiction of Mohave County, therefore, all permit approvals required to complete project are provided via County offices.

AGREEMENT

1.0 Approved Builders

1.1 Approved Builder acknowledges and agrees that Approved Builder will not have an exclusive right to construct homes in the Refuge. The Association expressly reserves the right to enter into similar agreements with other home builders, thereby affording other builders the right to construct homes within The Refuge. Builder and such other builders who enter into agreements with the Association shall collectively be known as Approved Builders. The Association reserves the right to terminate any Builder who is in breach of its obligations under an Approved Builder Agreement.

1.2 Builder's continued approval as an Approved Builder shall be subject to Builder's full compliance with the terms and conditions of this Agreement.

1.3 Builder acknowledges and agrees that Association shall have the right to terminate this Agreement by written notice to Builder if Builder's financial condition is such that it would impair or limit Builder's ability to complete construction of homes on Refuge Lots, or would jeopardize the reputation of the Refuge.

1.4 Builder may terminate this agreement for any reason at the end of completion of all Builder's contracted improvements on lots within The Refuge, by giving the Association written notice of the termination.

2.0 Terms

NOW THEREFORE, in consideration of the foregoing the Parties agree to the following terms and conditions:

2.1 Approval of Improvement. Subject to the terms set forth herein and such other conditions as may be imposed by the Design Review Committee and provided to the Owner in writing (with such additional conditions, if any, incorporated herein by the reference), the Design Review Committee shall review the Owner's proposed improvements and provide noted conditional stipulations, if any, to allow approval of the project.

2.2 Compliance with Project Documents. Owner and Approved Builder hereby acknowledge and agree to abide by the Declaration, all Association Rules, the Construction Rules and Regulations, the Association's Design Guidelines (Collectively, the "Project Documents") with respect to all construction related to the Improvements. Approved Builder shall be responsible for the conduct of its employees, agents subcontractors and suppliers and for ensuring their compliance with the terms and conditions of this Agreement and the Project Documents, Owner acknowledges that the Association reserves the right to seek the removal and prohibit any subcontractor, employee, agent or supplier of Approved Builder from entering or engaging in activities in the community if the Association deems, in its sole discretion, that such person (a) has violated any material term or condition of the Agreement or the Project Document; (b) has violated applicable laws within or outside the community; (c) has committed negligent acts or omissions causing damage to Common Area improvements or other improvements within or adjacent to the community; or (d) has violated any rules of conduct within the community.

2.3 Construction Deposit. Pursuant to the Design Guidelines, the Design Review Committee is authorized to condition the approval of any request submitted to it on receipt of a reasonable deposit to ensure compliance with the project documents. Owner and Approved Builder shall be required to submit a Construction deposit as defined later in this document. The deposit may be refunded to the Owner following the final compliance inspection performed by the Design Review Committee or its authorized agent upon (a) the completion of the Improvements in accordance with the plans and specifications approved by the Design Review Committee; (b) confirmation by the Association that no damage has occurred to any areas of Association Responsibility; (c) that no violations of the Project Documents have occurred and (d) as otherwise provided by law, if Owner, Owner's agent, Approved Builder, or Approved Builder's agent causes damage to an area of Association Responsibility, the Association may use the Construction deposit to repair damage. The Association costs of repairing an area of Association responsibility beyond the construction deposit shall be paid by the Owner upon demand from the Association. Additionally, costs incurred by the Association to bring Lot into compliance with the project documents (including but not limited to attorneys fees), and any violation fines levied due to the Owner's, Owner's agents, Approved Builder's, or Approved Builder's agents noncompliance with the terms of the Project Documents of this Agreement may be collected from the construction deposit.

3.0 Insurance

3.1 Prior to commencing construction of homes in the Refuge, Approved Builder shall provide Association with evidence satisfactory to Association that Approved Builder has obtained liability and other insurance coverage in an amount, in content, and from an insurance company each reasonably satisfactory to Association, naming Association as an additional insured, including, without limitation, a public liability insurance policy in the amount of One Million Dollars (\$1,000,000) covering all losses, damages and claims arising out of Approved Builder's occupation, use or activities on, and ownership of Refuge lots, including property damages, bodily injury and death. Certificates evidencing such insurance shall be provided to Association to be maintained in effect so long as Approved Builder is engaging in any construction activities within The Refuge.

3.2 Indemnification. To the fullest extent permitted by law, in addition to and not in limitation of all other covenants of Approved Builder and Owner under the Agreement, Owner and Approved Builder shall indemnify, defend and hold harmless, the Association, the Declarant(s), and the directors, officers, partners, agents, employees, managers, attorneys, consultants, and any successors or assigns each of the foregoing (collectively, the "Association –Related Parties") for, from and against all injuries, losses, liens, claims, demands, judgments, liabilities, damages, costs and expenses (including but not limited to court costs, and reasonable attorneys' fees and expenses) sustained by or made or threatened against the Association or the Declarant(s), which result from or arise out of or in connection with any violation of this Agreement by the Owner or Approved Builder, and/or any work, occurrence, conduct, act error or omission (whether or not negligent or in violation of any applicable law, rule, regulation or order) maintained, performed, permitted or suffer by Approved Builder or any representative, subcontractor or supplier of Approved Builder, or any employee, agent, invitee or licensee of any of the foregoing on or about or pertaining to the community and/or the Improvements. The Association shall control the defense provided by Approved Builder and Owner pursuant to the provision, and shall choose the counsel to be used in such defense. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations of indemnity which would otherwise exist as to any party or person describe in this paragraph.

4.0 Security Deposit

4.1 Approved Builder acknowledges and agrees that all of Approved Builder's construction activities in The Refuge shall be carried out in conformance with any and all requirements of the Declaration, the Design Guidelines, Construction Rules and Regulations and all applicable zoning, building and other governmental codes, rules and regulations. In the event of any conflict or inconsistency between the provision of the Declaration or Design Guidelines and the provision of this agreement, the provisions in the Agreement shall prevail and control.

4.2 Prior to Approved Builder's construction of any improvements within The Refuge, Approved Builder shall deposit with Association the sum of ten thousand dollars (\$10,000) as a security deposit (the "Security Deposit"). In the event that Approved Builder, its subcontractors, or any of their respective agents, employees or representatives cause any damage to person or property, fail to comply with the Design Guidelines or the Declaration, or fail to comply with the terms of this agreement, the Association may impose reasonable fines against Approved Builder, and use the Security Deposit to take any necessary action to repair such damage, correct such violation, enforce compliance, cure any defect created by such non-compliance, pay any fines imposed against the Approved Builder, and/or reimburse the Association for any administrative expenses and attorneys' fees incurred as a result of such action(s) being taken.

4.3 Following the use or application of any portion of the Security Deposit, Approved Builder shall immediately replenish the Security Deposit to the sum initially deposited. Failure to replenish the Security Deposit within seven (7) days following the Association's delivery of written notice to the Approved Builder as provided hereunder shall be deemed a material breach of this Agreement and exercise any other rights and remedies available to it at law, in equity, and/or under this Agreement.

4.4 After this Agreement is terminated by the Approved Builder, Owner or the Association, the Security Deposit excepting any amounts retained by the Association per Section 2.3 of the Agreement, in at the sole and absolute discretion of the Board of Directors, will be returned to the Approved Builder. Once improvements are made the Approved Builder is contracted to construct on Lots within The Refuge have been completed.

5.0 Appearance and Maintenance of Property During Construction

5.1 Use of Adjacent Property. Except as otherwise provided herein, Approved Builder is prohibited from using any property outside the boundaries of the Lot for construction activities, including but limited to using adjacent or nearby property (e.g., Lots, Common Areas or the street) for storage of equipment, supplies, materials, dirt, or other construction related materials, for parking, or for construction staging. Notwithstanding the foregoing, however, prior to commencement of construction activities, the Approved Builder may independently negotiate a written agreement with the record owner of the adjacent lot ("Adjacent Property") to enable the Approved Builder to use the Adjacent Property for the construction activities that would otherwise be prohibited by this Section 5. Any such written agreement must provide that neither the Association nor any Declarant shall be held liable for any claims or liabilities arising in connection with or as a result of the Approved Builder's use of the Adjacent Property, and must include a provision wherein the Approved Builder and Owner expressly agree to hold harmless, defend, and indemnify the Association, the Declarants(s), and the respective officers, director, agents, employees, and members of each of the foregoing, from and against any and all claims or liabilities that may arise in connection with or as a result of the Approved Builder's use of the Adjacent Property. The adjacent or nearby property will be returned to its original condition, and in the case of empty lots, debris removed, and a smooth and graveled surface reinstated. A copy of such agreement must be provided to the Association prior to the commencement of any construction activities on the Lot or on the Adjacent Property.

5.2 Appearance and Maintenance of Property During Construction. Approved Builder shall: (a) keep, or cause to be kept, the Lot in a neat, orderly and clean condition, free of all weeds and debris; (b) during construction on the Lot, employs effective dust control procedures, not limited to provide continuous water on all loose dirt anytime during construction; (c) comply with any reasonable requests made by the Association with respect to the appearance of the Lot during construction thereon within five (5) business days following receipt of such request; (d) protect community and all Common Areas from damage caused by the Approved Builder, or its agents, employees, contractors or subcontractors to (or promptly repair once damaged) all pavement, gutters, sidewalks, streets, shoulders, utility and appurtenances, grade stake, surveyor markers, landscaping drainage facilities, hydrants and other property within the community; (e) keep all such property, and all pedestrian and road rights-of-way and drives, clean and clear of equipment, building materials, dirt, debris and similar materials, and ensure that none of Approved Builder's vehicles (or the vehicles of any subcontractors, employees or agents of Approved Builder) block any street within the community or otherwise create any type of safety hazard; (f) not bury or cover trash or debris on any property in the community, (g) clean plaster or concrete equipment only at designated sites; (h) not store any construction materials on property within the community except materials to be used in construction of the Improvements on the Lot where stored; (i) keep roadways, easements, and other property within the community clear of silt, construction materials and trash from its activities and the activities of its agents, employees, contractors and subcontractors, at all times; (j) during the construction period, comply with all applicable laws, rules and regulations pertaining to construction and safety.

5.3 Prior to the start of construction, the Approved Builder must obtain:

- (A) an **approval letter from the Association stating project is APPROVED FOR CONSTRUCTION;**
 - (B) a **building permit** for the improvement from the appropriate building department;
 - (B) a **connection to water** to be used to keep soils damp and dust and silt free from blowing into neighboring yards;
 - (C) a **trash can;**
 - (D) a **Port-a-potty;**
 - (E) an **adjacent lot agreement**, if necessary;
 - (F) a **common wall agreement**, if necessary.
-
- a. Except as otherwise provided herein, if Approved Builder fails to comply with its obligations under this section 5, penalties fees may be levied against the Owner and Approved Builder.
 - b. Except as otherwise provided herein, if Approved Builder fails to comply with its obligations under this Section 5, and such failure is not cured within five (5) business days of Approved Builder's receipt of notice of such failure from the Association, the Association may enter the Lot to cure such failure, and any costs incurred by the Association, shall be reimbursed by the Approved Builder within five (5) business days following receipt of an invoice relating to all such costs so incurred.
 - c. Notwithstanding, anything herein to the contrary, if Approved Builder fails to comply with Section 5, item (E), above, and such noncompliance results in a safety hazard as determined in sole discretion of the Association, then such violation must be cured by Approved Builder immediately, and any equipment, materials, dirt, debris, or vehicles belonging to the Approved Builder or to any subcontractors, employees or agents of Approved Builder shall be subject to immediate removal (or towing, as applicable) by the Association or its authorized agents. Any costs incurred by the Association in relation to such removal shall be reimbursed by Approved within five (5) business days following receipt of an invoice relating to such costs so incurred.

6.0 Approved Builder Agreements, Representations and Warranties

6.1 Approved Builder shall disclose to Association all pertinent information reasonably requested by Association on homes being built by Approved Builder on Refuge Lots. Builder represents and warrants to Association that all such information shall be true, correct and complete. Approved Builder acknowledges and agrees that Association, its agents, employees, and representatives for, from and against any and all costs, expenses (including attorney's fees) and damages incurred or suffered by Association as a result of incorrect, incomplete or omitted information.

6.2 Approved Builder acknowledges that it has been provided, has read and understood the following documents: the Declaration, Design Guidelines, and the Subdivision Public Report for the Refuge at Lake Havasu.

6.3 Approved Builder shall have the right to reasonable access to the Refuge Lots during regular business hours in order to make inspections, investigations and tests, including by not limited to, engineering studies and soil tests. Approved Builder shall bear all costs and expenses of any inspections, investigations and acts of its agents representatives, designees or invitees and hereby indemnifies and agrees to defend and hold harmless the Association, its managers, members, agents, employees and representatives for, from and against any and all damages, losses, costs, expenses (including but not limited to, reasonable attorneys' fees) and liability from any such acts.

7.0 Default

7.1 In the event that any party breaches this Agreement, the other party may terminate this Agreement by written notice to the breaching party are provided herein. Approved Builder acknowledges that Approved Builder shall have no right to enter in contracts or otherwise commit or agree to commence construction on any homes on Lots within the Refuge following notice of termination of the Agreement by any party. However, Approved Builder will be allowed to complete construction of any home commenced prior to such termination. No termination of this Agreement will affect any rights or obligations that accrued prior to such termination or that continue to accrue based on any work performed by Approved Builder in completing construction on any home commenced prior to such termination.

7.2 The occurrence of any of the following events by the Approved Builder shall be considered and "Event of Default" and a material breach of the Agreement:

- A. Failure to keep appropriate licensing and registration with the Arizona Registrar of Contractors.
- B. Failure to maintain required insurance.
- C. Failure to provide information about construction and/or improvement on Lots reasonably requested by the Association.
- D. Failure to make a Security Deposit or to maintain the Security Deposit as provided herein.
- E. Failure to adhere and abide by the Design Guidelines or Declaration.
- F. Failure to adhere to or abide by any other agreements, representations or warranties set forth in the Agreement.

7.3 Upon an Event of Default by Approved Builder, the Association shall have the rights and remedies provided herein and such other rights and remedies it may have at law or in equity.

8.0 Additional Terms and Conditions

8.1 Entire Agreement. This Agreement contains the sole and entire understanding between the Association, the Owner and the Builder with respect to the subject matter hereof.

8.2 Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall continue until this **Agreement** is otherwise terminated as provided herein.

8.3 No Waiver. Failure of either party to insist upon compliance with any provision hereof shall not constitute a waiver of the rights of such party to subsequently insist upon compliance with the provision or any other provision of the Agreement.

8.4 Severability. If any term, condition or provision of the Agreement is declared illegal, invalid or unenforceable for any reason the remaining terms, conditions and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

8.5 Notice. Any and all notice required or permitted hereunder shall be given in writing by FAX, emailed, personally delivered, sent by registered or certified mail, return receipt requested, postage prepaid, or sent by Federal Express or other similar reputable overnight courier, addressed as follows:

To Association:

c/o Amy Telnes
Amy Telnes Management Services
500 N Lake Havasu Ave., Ste. A104
Lake Havasu City, Arizona 86403
Office: 928-505-1120
Email: amy@atmshoa.com

To Approved Builder:

c/o _____

Phone: _____
Email: _____

To Owner:

c/o _____

Phone: _____
Email: _____

or at any such address, email address or FAX number designated by the Association, Approved Builder or Owner in writing and any such notice or communication shall be deemed to have been given as the date of delivery, if sent by email, FAX, hand delivery or overnight courier, and as of three (3) days after the date of mailing if mailed within the continental United States or seven (7) days after mailing if mailed outside the continental United States.

8.6 **Other Agreements.** Where there is a conflict between the Agreement, the Declaration, Design Guidelines or any other contract, this Agreement shall prevail.

8.7 **Applicable Law.** This agreement shall be construed and interpreted under the law of the State of Arizona.

The Refuge Community Association, Inc., an Arizona Non-Profit Corporation:

BY: _____ DATE: _____
ITS: _____

Approved Builder:

BY: _____ DATE: _____
ITS: _____

Owner:

BY: _____ DATE: _____
ITS: _____

DEPOSITS ARE DUE AT THE TIME OF SUBMITTAL AS FOLLOWS: (NO EXCEPTIONS)

OWNER:

Building Compliance Deposit \$6500.00 (\$1000.00 nonrefundable)
Landscape Submittal \$ 2,300.00 (\$300.00 nonrefundable)
Walls and Wrought Iron/Fences \$2,500.00 (\$300.00 nonrefundable)
Pool \$2500.00 (\$300.00 nonrefundable)

TOTAL DUE FROM OWNER: \$ _____ Date Received: _____

APPROVED & DESIGNATED BUILDER:

FORMS, INSURANCE AND DEPOSIT MUST BE PAID PRIOR TO THE ISSUANCE OF THE FINAL CONSTRUCTION APPROVAL, AND PRIOR TO THE START OF ANY IMPROVEMENTS OR CONSTRUCTION ON A LOT.

Building deposit of \$10,000.00 DUE FROM APPROVED BUILDER

Forms Received: YES NO Date Received: _____

Insurance Received: YES NO Date Received: _____

Deposit Received: YES NO Date Received: _____

The Refuge Community Association, Inc., Lot Improvement and Approved Builder Agreement Attachment Listing:

Attachment "A" – Refuge Design Guidelines see website

Attachment "B" -

Attachment "C" –

Attachment "D" -

WORKERS' COMPENSATION AGREEMENT
FOR INDEPENDENT CONTRACTOR

This Workers' Compensation Agreement for Independent Contractor (the "Agreement") is being entered into this ____ day of _____, _____ by and between _____, (the "Owner") and _____ ("Builder").

This is a written agreement under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. 23-901 (et. seq.), and specifically A.R.S. 23-902(C), (D), that an independent contractor relationship exists between the parties signed below.

The parties agree that the Builder (an "independent contractor" as that term is used A.R.S. 23-901 (et. seq.)) is independent of the Owner (the "business" as that term is used A.R.S. 23-901 (et. seq.)) in the execution of the work and not subject to the rule or control of the Owner but is engaged only in the performance of a definite job or piece of work and is subordinate to the Owner only in accordance with effecting a result in accordance with Owner's design. The parties also agree that the Owner does not have the authority to supervise or control the actual work of the Builder or the Builder's employees, assistants or sub-contractors.

Builder acknowledges and recognizes that as an independent contractor Builder is responsible for maintaining and procuring any necessary policies of insurance for his/her own benefit and protection and for the benefit and protection of any employees, assistants or subcontractors Builder may retain, including but not limited to workers' compensation insurance. Furthermore, it is understood and agreed that the Builder and the Builder's employees, assistants and sub-contractors are not entitled to Workers' Compensation benefits from the Owner and the Owner will not be maintaining workers compensation insurance on behalf of Builder or Builder's employees, assistants or subcontractors.

The Owner and Builder agree that the Owner:

- Does not require the Builder to perform work exclusively for the Owner. This paragraph shall not be construed as conclusive evidence that an individual who performs services primarily or exclusively for another person is an employee of that person.
- Does not provide the Builder with any business registrations or licenses required to perform the specific services set forth in the contract.
- Does not pay the Builder salary or hourly rate instead of an amount fixed by contract.
- Will not terminate the Builder before the expiration of the contract period, unless the Builder breaches the contract or violates the laws of this state.

- Does not provide tools to the Builder.
- Does not dictate the time of performance.
- Pays the Builder in the name appearing on the written agreement.
- Will not combine business operations with the person performing the services rather than maintaining these operations separately.

DATED this ____ day of _____, 201____.

BUILDER: _____,

a(n) _____

Signed By: _____

Its: _____

Fed. ID Number or Social Security Number _____

Street Address/P.O.Box _____

City: _____ State _____ Zip Code: _____

OWNER: Signature: _____

Signature: _____