

# **COVE POINT CLUB, INC.**

## **ARCHITECTURAL CONTROL POLICIES AND PROCEDURES**

### **Introduction**

The Cove Point Club architectural review and control policies and procedures set forth in this statement are intended to provide a guide as to acceptable building and renovation practices within Cove Point Club. The purpose of these policies is not to impose overly restrictive limitations on individual members or to make the review and approval process for construction any more tedious than it needs to be. However, the process of architectural review and control, properly exercised, serves to protect property values and to preserve the attractive design elements of the community. A system of architectural review and control policies, such as set forth in this statement, is to serve two primary purposes:

- It assists the home or Villa owner, both in designing any proposed improvement, and in understanding how to properly complete the approval process.
- It provides criteria for consistent decisions by the Architectural Control Committee and for continuity of the decision making process as members of the Committee change. It also provides a checklist of the steps that must be completed, either in the initial approval process or in a dispute resolution exercise. Basis of Architectural Review and Control

### **Basis of Architectural Review and Control**

Owners are required to comply with:

- The Covenants of Cove Point Club, which apply to all members in the case of Schedule A and to all Villa owners in the case of Schedule B
- Cove Point Club, Inc. Rules and Regulations
- All applicable local, state and federal building codes, laws and regulations
- Any additional restrictions set out in these Architectural Control Policies and Procedures.

In cases where there is ambiguity or conflict between the various Covenants, Rules, codes, etc., the most restrictive will apply.

### **Objectives of Architectural Review and Control**

The objective of the Architectural Review and Control process at Cove Point Club shall be to regulate the external design, appearance and location of structures and of any improvements thereon in such a manner as (a) to promote those qualities in the environment that brings value to the properties, and (b) to foster the attractiveness and functional utility of the community as a place to live, including a harmonious relationship among structures, vegetation and topography.

In order that this objective may be achieved, no building, wall, residence, structure, or projection from a structure (whether of a temporary or permanent nature, and whether or not such structure may be affixed to the ground) shall be commenced, erected, maintained, improved, or altered, nor shall any grading, excavation, tree removal, planting, change of exterior color or other work be done without the prior written approval of the Architectural Control Committee. In granting any such approval, the Architectural Control Committee shall give consideration to the harmony of the exterior design and location of any proposed structure or improvement with the surrounding community, the character, appearance and quality of any and all exterior materials, the quality of the workmanship and any additional factors it deems relevant in furtherance of the achievement of the objective of the Architectural Review and Control process.

### **The Architectural Control Committee**

The Architectural Control Committee of Cove Point Club shall consist of three or more members in good standing of the Club, and shall consist of not less than one-third parcel owners and one-third Villa owners. The Committee members shall be appointed by the Cove Point Board of Directors and shall be responsible to the Board of Directors and shall serve at the pleasure of the Board. A majority of the Architectural Control Committee shall constitute a quorum, and shall be authorized to conduct the business of the Committee.

The Architectural Control Committee shall review all applications for construction of new buildings or any renovation, improvement or other modification affecting the exterior of any existing structure within Cove Point Club, and it shall recommend, as it deems appropriate, that the Board grant approval of such applications. In the event that the Architectural Control Committee and the Board of Directors shall have failed to approve or disapprove in writing an application submitted in good order within sixty days of such submission of the application and plans, such application will be deemed approved. In any cases where an application is denied, or where action is deferred pending the receipt of additional information, the sixty-day approval period shall be deemed to begin on the date on which all requested information is presented in good order to the Architectural Control Committee.

### **Application and Approval Procedures**

Prior to the commencement of any building activities, whether related to new construction or renovations or alterations to existing structures, an owner must obtain approval from the Board of Directors. All applications shall be provided in writing to the Architectural Control Committee and, in order to be considered in good order, must contain the following information:

- A description of the project that is being proposed.
- Blueprints or other drawings of the proposed project which are drawn to scale, are sufficiently detailed and which provide views of all necessary elevations to allow the Architectural Control Committee to have a clear understanding of what the completed

project will look like, how the appearance of the exterior of the entire structure will be impacted, and how the proposed structure will relate to its surroundings.

- The building plans should also specify the square footage of heated and unheated area, specify exterior colors, specify foundation materials and colors, note the size and placement of any fuel tanks, and specify the size and type of heating and cooling equipment to be installed and the placement of any exterior components of such systems.
- Where relevant, a site plan should be provided showing setbacks, utility easements, grading changes, tree removal, provisions for storm water drainage, driveway and/or parking area and the size of the required drainage culvert at the junction of any driveway and the road.
- A detailed listing of materials to be used, with specific identification of any exterior materials that will not be identical to those in use elsewhere on the structure.
- Any outbuildings such as garages or storage buildings must be described with the same specificity as the main structure.
- Arrangements, which have been made for the delivery of building materials and the removal of construction debris, must be described. Contractors must be notified that use of Cove Point Club dumpsters for disposal of construction debris is not permitted.
- The estimated completion date of the project must be specified. Under Cove Point Club Rules all projects must be completed within one year of inception.
- The applicant must provide an undertaking that contractors will have been provided with copies of CPC Contractor Rules and Regulations (Annex 2) and will have signed and forwarded to the CPC office a signed Contractor Rules and Regulations Acknowledgment Form (Annex 2a), a signed Indemnification and Hold Harmless Agreement (Annex 2b) and proof of insurance certificates prior to the commencement of the project.
- The applicant must provide an undertaking to apply for and provide to the CPC office copies of appropriate building permits and/or zoning permits.
- The applicant must provide a statement acknowledging responsibility for any damage to Cove Point Club roads, shoulders, adjacent properties or Cove Point Club common property that may occur as a result of construction or contractor activities.
- The applicant must provide copies of the notice provided to each owner of an adjacent or contiguous property of the proposed project. The Architectural Control Committee reserves the right to specify which property owners are to receive such notice.

In order to facilitate the application process, forms and checklists have been developed which are incorporated into this policy statement as Exhibits 1 and 2. Completed applications shall be submitted to the Cove Point Club office. The office will record the date of receipt of the application, will verify that the necessary materials have been provided (however, neither the Architectural Control Committee nor the Board shall thereby be stopped from requesting additional information or materials), will keep one copy of the completed application on file in the office and will forward one complete copy of the application to each member of the Architectural Control Committee. In the event that any of the exhibits which constitute the complete application are too large to be copied on a standard photocopy machine (such as blueprints), the applicant may be asked to provide sufficient copies to permit distribution as specified above. The allotted sixty-day period for disposition of the application shall begin with the date of receipt of a completed application, in good order, by the Cove Point Club office.

The Architectural Control Committee will consider the application on the basis of the information submitted and any additional information that may be requested. A decision will be based on the criteria set forth in this policy statement. Opinions expressed by owners of contiguous or adjacent properties, or any other member of Cove Point Club, will be considered by the Committee, but the Committee will not be bound by such opinions. After appropriate review and deliberation, the Committee will present its recommendation with respect to the application to the Board of Directors. The Board of Directors will render a decision with respect to the application, and notice of the Board's action will be conveyed, in writing, to the applicant (see Exhibit 3).

Any owner undertaking an approved project shall give notice to the Architectural Control Committee upon completion of the project. As soon as possible after such notice is received, one or more members of the Committee shall make an inspection of the building site to determine if the project has been completed in conformity with the approved application. If the project as constructed is determined not to be in conformity with the approved application, the Architectural Control Committee shall specify, in writing, the corrective action that must be taken to achieve conformance (see Exhibit 4).

Once a project is completed and determined to be in conformity with approvals granted, the Architectural Control Committee shall provide a Certificate of Construction Completion to the property owner (see Exhibit 5). If, for a period of sixty days following notice by a property owner to the Architectural Control Committee of completion of a project, the Architectural Control Committee shall fail to conduct a site inspection or issue a demand for corrective action, the project shall be deemed to be acceptable as constructed.

If, as a result of site inspection or a report from a member of Cove Point Club, the Architectural Control Committee becomes aware of construction that does not comply with the terms of the approved construction application or with the Cove Point Architectural Control Policies and Procedures, a Stop Work Order may be authorized by the Board of Directors based on a

recommendation of the Architectural Control Committee (see Exhibit 6). Such a Stop Work Order may be initially conveyed verbally, and will be followed by written notice. Such a Stop Work Order shall serve to mandate that construction activity cease, except for work intended to rectify the indicated defect(s) or non-complying item(s). Following the issuance of a Stop Work Order the property owner/contractor will have a period often (10) days to bring all work into compliance, and may not proceed with any work in the area of the violation until a representative of the Architectural Control Committee inspects such remedial work and issues either an Order of Continuance (see Exhibit 7) or a Certificate of Construction Completion (Exhibit 5), as appropriate.

The Architectural Control Committee shall maintain careful and complete records of all applications received, including:

- All supporting exhibits and a record of the date on which such materials were received.
- Records of any request(s) for additional information and the date of such request(s).
- A record of recommendations made to the Board of Directors and the date of the Board meeting at which the application was considered and a record of the Board action.
- Copies of any and all notices to applicants.
- Copies of any and all notices to owners of contiguous and adjacent properties.
- A record of the date of the post construction site visit and findings.
- Copies of any demands for post construction corrective action.
- A copy of the Certificate of Construction Completion and the date on which it was transmitted.

### **Design Criteria and Standards**

In addition to specific design criteria or standards set forth in the Cove Point Club Covenants, or elsewhere in this statement of policies and procedures, the following general criteria shall be applied in considering all applications:

- **Harmony with the Overall Community Design or Contextual Relationship** -Any proposed construction, improvement or alteration must be done in a manner consistent with the existing design elements of the Community. Contextual relationship pertains to the characteristics of any existing structures, the surrounding structures and the individual site. Therefore, what may be an acceptable design in one instance may be unacceptable in another. For example, a request affecting a detached home may be viewed differently from a request affecting a Villa.
- **Location and Impact on Neighbors** -Any proposed construction, alteration or improvement must relate favorably to the planning, landscaping, topography and existing character of the Community. The primary concerns are preservation of access, sunlight, ventilation, view and drainage, as well as impact on the privacy and normal use of neighboring properties. In reviewing the impact on neighbors, the Architectural Control

Committee must balance the property rights and expectations of the property owner with the rights and expectations of neighbors. All parties must recognize that a perfect solution will not be available in all cases. Owners of contiguous and adjacent properties shall be given notice of any proposed construction, alteration or improvement. These property owners are not, however, given veto authority with respect to any application or proposed project.

- Exterior Materials and Colors -In the case of alterations or improvements to Villa units, colors, textures, and materials used must be as nearly identical to those existing on the Villa cluster as possible. If for some reason existing colors, textures or materials cannot be identically or very nearly duplicated, this fact alone may constitute a reasonable basis for an application being denied. In the case of construction, alteration or modification of detached structures, exterior materials, textures and colors shall be harmonious with surrounding structures and existing design elements. Muted colors, including those generally referred to "earth tones" shall be preferred. Exterior building materials and colors must be specified in the construction application, and must be approved prior to commencement of construction.
  
- Modular Homes -The following limitations shall apply to modular homes:
  1. The manufacturer or dealer of a modular home must submit an affidavit stating that the building is of modular construction and is not a mobile building. No construction approval will be granted until such affidavit is received by the Architectural Control Committee. Mobile homes are prohibited.
  2. All modular sections are to be set on foundations within 48 hours of delivery at Cove Point Club, including removal of any and all trailers from Cove Point Club.
  
- Villa Modifications -Villa owners shall ensure that any internal modifications do not affect the structural integrity of their or any adjoining units. Some exterior modifications of Villa structures may be approved if in accordance with the following procedures:
  1. Deck enclosures, whether by screening or by construction of walls and windows, may be permitted provided that:
    - a. All deck setbacks from neighboring Villas shall be maintained.
    - b. Adequate foundation support must be added to accommodate any additional weight that will be added to the structure.
    - c. In the case of screening, black or dark gray fiberglass screening is to be used; all nailing members shall be evenly spaced and batten strips of uniform width and thickness shall cover nails or staples used to attach screen mg.

2. Applications to extend rooflines may be considered, but it shall not be acceptable to alter rooflines or the pitch of existing roofs.
  3. Other than minor modifications to decks, such as "squaring off" or the installation of additional structural support, no other exterior modifications which alter the original "footprint" of the Villa structure shall be permitted.
  4. Villa owners are specifically notified that any maintenance problems or needs which arise as a result of exterior construction or modifications undertaken by the Villa owner are the responsibility of that Villa owner, and shall not become part of the maintenance or repair obligations of the Cove Point Villa Association.
- Fuel Tanks -All exterior fuel tanks shall, if possible, be located to the side or rear of the structure and be concealed by latticework or shrubbery, and must be shown on building or site plans prior to construction approval or installation.
  - Air Conditioning Units -All exterior components of air conditioning systems shall be installed in accordance with the following:
    1. For single dwelling installations, exterior components shall be concealed by latticework or shrubbery, and must be shown on building or site plans prior to construction approval or installation.
    2. For Villa installations, exterior ground-level components shall be concealed by latticework or shrubbery, and must be located as specified by the Architectural Control Committee prior to construction approval or installation. The Architectural Control Committee shall base its placement requirements on the objective of minimizing visibility and noise infiltration to neighboring properties.
  - Satellite Dishes -Satellite dishes for television or radio reception may be installed provided they are no larger than 39.37 inches (one meter) in diameter or diagonal measurement. It is desirable that placement of satellite dishes minimizes visual impact on neighboring properties. For a single home, the preferred location is on the rear portion of the house or roof or other least obvious location. The preferred location for a Villa would be a balcony, porch, deck, patio or on the ground within five (5) feet of the structure. Other locations may be considered if the preferred locations do not result in acceptable signal reception. Placement must be specified in an Application For Construction Project Authorization.
  - Pools -Above ground or in-ground pools are not permitted. Homeowners are permitted to have spas and hot tubs. All spas and hot tubs must be concealed in a way as not to be viewed from the road. Villa owners are permitted spas and hot tubs on enclosed Villa decks as long as structural integrity is maintained.
  - Miscellaneous Construction -Any miscellaneous construction, including but not limited to garages, sheds, additions, porches and gazebos shall require an approved construction

application, and must be architecturally integrated with the dwelling structure and any other buildings existing on the site.

**Corrective Action in the Case of Non-Compliance with Architectural Control Policies**

In the event of a violation of established Cove Point Club Architectural Control Policies and Procedures, the corrective procedures as set forth in Annex 1 will be followed.



**COVE POINT CLUB, INC.  
ARCHITECTURAL CONTROL POLICIES AND PROCEDURES**

**Application for Construction Project Authorization**

Parcel/Villa Number: \_\_\_\_\_

CPC Property Owner: \_\_\_\_\_

Application Date: \_\_\_\_\_

I/We, owners of the above referenced property at Cove Point Club, do hereby make application for permission to undertake and complete a construction project on our property at Cove Point Club. I/We have read, understood, and agree to abide by the Cove Point Club Architectural Control Policies and Procedures. I/We further understand and agree that this application form, together with all required representations, undertakings, and information submissions shall, in the aggregate, constitute the application; and that approval of the application, if granted, shall be conditioned upon satisfactory completion of the project in conformity with the terms of the application and the provisions of the Cove Point Club Architectural Control Policies and Procedures.

I/We submit herewith the supporting information required so that my/our application can be considered complete and in good order. Those required items of supporting information that are attached hereto are so designated by check marks at the appropriate spots below. Any information which I/we consider to be not applicable to this application has been so designated by a notation of "n/a" at the appropriate spot below. I/We understand that this application cannot be considered until it is complete.

Accompanying this application, and incorporated therein, are the following items:

- Description of the proposed project (contractor proposal may be used)
- Detailed drawings or blueprints showing all elevations necessary to precisely depict the proposed project
- Site plans showing all proposed and required modifications
- List of materials, including proposed colors where applicable
- Description of debris removal arrangements

- Description of building materials delivery arrangements
- Statement of the estimated completion date
- Copies of all notification forms sent to owners of adjacent and contiguous properties

In addition, I/we undertake to complete the following actions prior to the commencement of any construction activity contemplated in this application:

- Distribute copies of the Cove Point Club Contractor Rules and Regulations to all contractors and subcontractors who will be working within the confines of Cove Point Club
- Secure from each contractor or subcontractor a signed Cove Point Club Contractor Rules and Regulations Acknowledgment Form and a signed Cove Point Club Indemnification and Hold Harmless Agreement, and forward both to the Cove Point Club Office
- Secure from each contractor or subcontractor a certificate of proof of insurance of the type and in the amount of at least the limits set forth in the Cove Point Club Contractor Rules and Regulations Acknowledgment, and forward same to the Cove Point Club Office
- Apply for and obtain all necessary permits

I/We acknowledge and accept responsibility for any and all damage which may be caused or done to any property within Cove Point Club, whether private or common, by virtue of this project; or the actions of ourselves, our employees, contractors or agents in connection with any aspect of this project.

Signed: \_\_\_\_\_

\_\_\_\_\_  
Applicant (s)

**COVE POINT CLUB, INC.  
ARCHITECTURAL CONTROL POLICIES AND PROCEDURES**

**Notice to Owners of Adjacent and Contiguous Properties of Pending Construction  
Project Application**

Neighboring Parcel/Villa Number: \_\_\_\_\_

Neighboring CPC Property Owner: \_\_\_\_\_

Notice Date: \_\_\_\_\_

Pleased be advised that I/we, \_\_\_\_\_, your neighbors at Cove Point Club, and owners of Cove Point Parcel/Villa number \_\_\_\_\_, are submitting an application to the Architectural Control Committee of the Club for permission to undertake a construction project on our property at Cove Point. A description of the project I/we propose is attached to this notice for your review. In addition, a complete application including drawings of the proposed construction and a list of materials will be on file in the Cove Point Club Office and can be made available for your review. If you have any comments with respect to the pending application please provide them, in writing, to the Architectural Control Committee in care of the Cove Point Club Office. In order to be considered, your comments must be provided no later than 30 days from the date of this notice.

Both the Architectural Control Committee and the Board of Directors are interested in the opinions of members who are likely to be impacted by any proposed construction project, and such opinions expressed will be considered in the disposition of the application. It is important to note, however, that, in accordance with the Cove Point Club Architectural Control Policies and Procedures, no individual member is granted any veto powers with respect to proposed construction projects. It is anticipated that the Board of Directors will act on my/our application at a regularly scheduled meeting within 60 days of the date of my/our application.

Signed: \_\_\_\_\_  
Construction Authorization Applicant

**COVE POINT CLUB, INC.  
ARCHITECTURAL CONTROL POLICIES AND PROCEDURES**

**Notice of Disposition of Construction Project Application**

Parcel/Villa Number: \_\_\_\_\_

CPC Property Owner: \_\_\_\_\_

Notice Date: \_\_\_\_\_

At a meeting of the Board of Directors of Cove Point Club, Inc. held on this date \_\_\_\_\_, your application to undertake a construction project on your property at Cove Point Club was presented to the Board for approval. In consideration of all the information presented, and the recommendation of the Architectural Control Committee, the Board, by majority vote of those Directors present, determined that your application as presented be:

— Approved

— Deferred pending revision or amendment of the application as follows:

— Denied for the following reasons:

Signed: \_\_\_\_\_

**COVE POINT CLUB, INC.  
ARCHITECTURAL CONTROL POLICIES AND PROCEDURES**

**Post Construction Site Inspection Report**

Parcel/Villa Number: \_\_\_\_\_

CPC Property Owner: \_\_\_\_\_

Inspection Date: \_\_\_\_\_

As of this date, a member or representative of the Architectural Control Committee has inspected the construction project undertaken on the above-designated Cove Point Club property. The purpose of the inspection was to determine whether the project had been completed, or defects remedied, in conformity with the approved Application for Construction, and with the Cove Point Club Architectural Control Policies and Procedures. The findings of the site inspection are as follows:

- The construction project has been satisfactorily completed.
- Deficiencies that resulted in a Stop Work Order have been corrected.
- The construction project has not been satisfactorily completed. The following deficiencies, omissions or violations require corrective action:

If required corrective actions have been noted above, please notify the Architectural Control Committee once such corrective actions have been completed so that a follow-up site inspection can be scheduled.

Signed: \_\_\_\_\_

For the Board of Directors

Exhibit 5

**COVE POINT CLUB, INC.  
ARCHITECTURAL CONTROL POLICIES AND PROCEDURES**

**Certificate of Construction Project Completion**

Parcel/Villa Number: \_\_\_\_\_

CPC Property Owner: \_\_\_\_\_

Certificate Date: \_\_\_\_\_

As of this date, the construction project undertaken on the above-designated Cove Point Club property has been successfully completed. It is the determination of the Architectural Control Committee of Cove Point Club, Inc. that the project has been completed in conformity with the approved Application for Construction, and with the Cove Point Club Architectural Control Policies and Guidelines.

Signed: \_\_\_\_\_

For the Architectural Control Committee

Exhibit 6

**COVE POINT CLUB, INC.  
ARCHITECTURAL CONTROL POLICIES AND PROCEDURES**

**Construction Stop Work Order**

Parcel/Villa Number: \_\_\_\_\_

CPC Property Owner: \_\_\_\_\_

Inspection Date: \_\_\_\_\_

As of this date, a member or representative of the Architectural Control Committee has inspected the construction project undertaken on the above-designated Cove Point Club property. The inspection has determined that certain aspects of the project, as noted below, do not conform with the approved Application for Construction, and/or with the Cove Point Club Architectural Control Policies and Procedures. As a result of these findings, construction activity other than work intended to correct these deficiencies must be halted immediately. The deficiencies noted are as follows:

Required corrective action must be taken within ten (10) days. Please notify the Architectural Control Committee once such corrective actions have been completed so that a follow-up site inspection can be scheduled. Once deficiencies are rectified, an Order of Continuance will be issued.

Signed: \_\_\_\_\_

For the Architectural Control Committee

Exhibit 7

**COVE POINT CLUB, INC.  
ARCHITECTURAL CONTROL POLICIES AND PROCEDURES**

**Construction Order of Continuance**

Parcel/Villa Number: \_\_\_\_\_

CPC Property Owner: \_\_\_\_\_

Inspection Date: \_\_\_\_\_

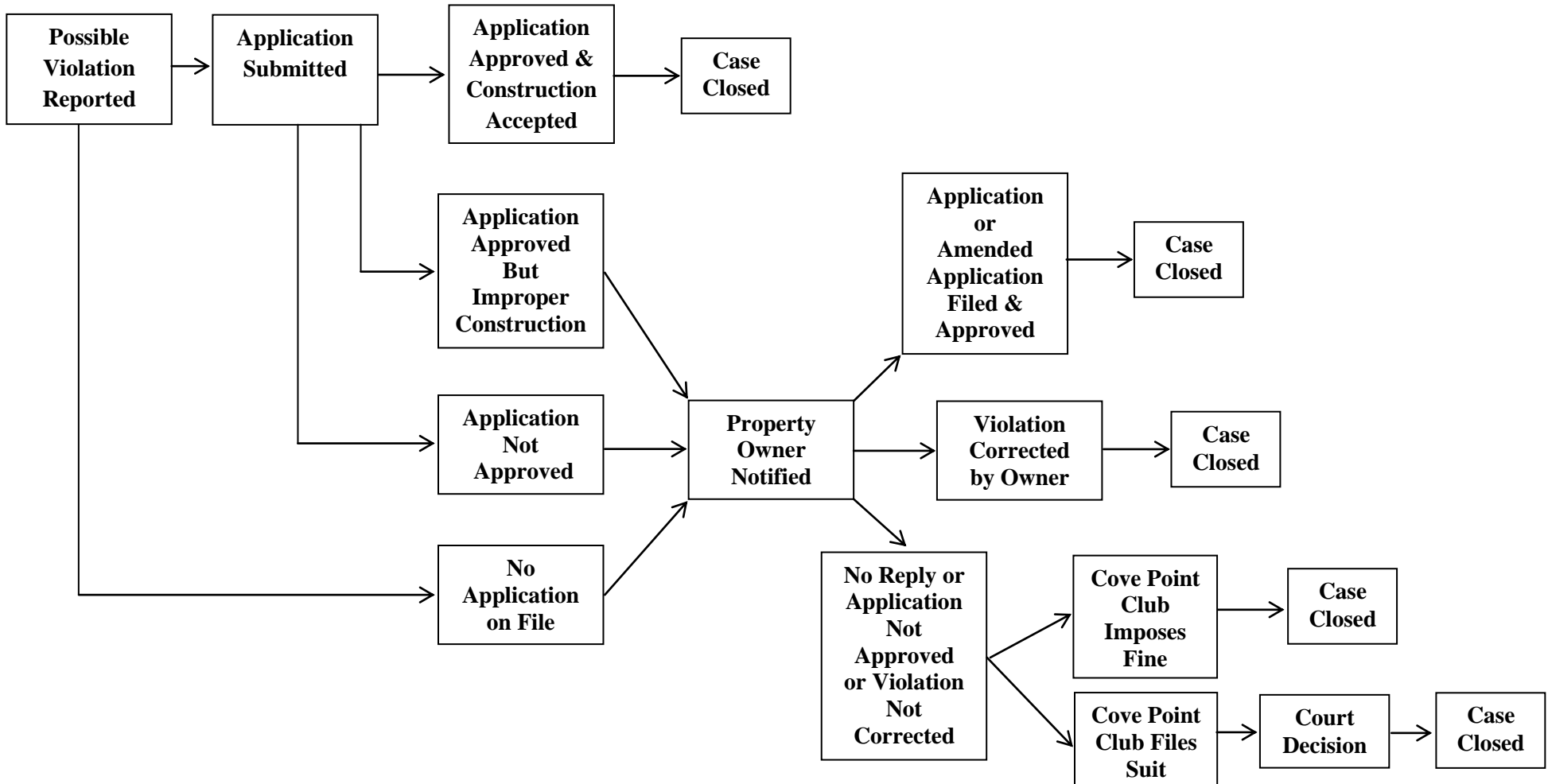
As of this date, a member or representative of the Architectural Control Committee has inspected the construction project undertaken on the above-designated Cove Point Club property. The purpose of the inspection was to determine whether the deviations from the approved Application for Construction, and/or with the Cove Point Club Architectural Control Policies and Procedures, which resulted in the imposition of a Stop Work Order, had been corrected. It has been determined that the deviations have been satisfactorily corrected, and construction activity may resume.



Signed: \_\_\_\_\_  
For the Architectural Control Committee

**COVE POINT CLUB, INC.  
ARCHITECTURAL CONTROL POLICIES AND PROCEDURES**

**Corrective Procedures to be Followed in the Event of Non-Compliance**



**COVE POINT CLUB, INC.**  
**ARCHITECTURAL CONTROL POLICIES AND PROCEDURES**

1. Any contractor doing business within the confines of Cove Point Club property, including the private property of members, must have on file a current insurance certificate with the following liability limits:

COMPREHENSIVE LIABILITY

Personal Injury -Each Person	\$1,000,000.00
-Each Accident	\$1,000,000.00
Property Damage	
-Each Accident	\$1,000,000.00
-Aggregate Limit	\$1,000,000.00

COMPREHENSIVE AUTOMOBILE LIABILITY

Owned, Hired & Non-Owned Motor Vehicles (Property Damage and/or Bodily Injury)	\$1,000,000.00
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WORKMEN'S COMPENSATION

No Limits

Any contractor who fails to satisfy the above conditions may be asked to leave the premises until such time as satisfactory evidence of appropriate coverage is provided.

2. It is the responsibility of any individual member who is hiring a contractor to insure that both the member and Cove Point Club are adequately protected by insisting that the contractor provide an insurance certificate, with the member and Cove Point Club named as loss payees.
3. The roads and paved parking areas within the confines of the Club are not to be used as staging areas for materials, nor are they to be used for unloading of any heavy equipment.
4. Under no circumstances are track equipment, bulldozers, grade-alls, or similar equipment to be unloaded onto the roads or parking areas of Cove point Club. When no other alternative is available, the contractor must secure the advance written approval of the Chairman of the Buildings and Grounds Committee or his/her designated representative, and post the necessary security as may be reasonably required.
5. Contractors are responsible for the actions of their employees under all circumstances. Failure to observe these Rules and Regulations may result in any or all contractor personnel being asked to leave Cove Point Club.
6. Under no circumstances will littering be tolerated. All trash is to be properly disposed of.
7. Construction debris is to be removed by the contractor; it is not to be put into Cove Point Club dumpsters. The contractor shall include in the cost of any work to be done at Cove Point Club the removal of all such construction debris. The contractor is responsible for stowing all ladders when work is concluded daily.

8. The grounds of Cove Point Club may not be used for the disposal of any excess fill materials, topsoil, vegetation, trees, branches or any similar material. Mulching and chipping of branches is permitted on-site, provided that the material is left in an approved location and spread uniformly over the existing grade.
9. No fill, shale or sand is available from Cove Point property; all such materials must be supplied by the contractor.
10. Contractors' trucks, equipment, and personal vehicles are permitted to operate within Cove Point Club between the following hours:
  - Weekdays: 7:00 AM to 6:00 PM
  - Saturday 9:00 AM to 4:00 PMSunday work is only permitted in emergency situations, and with the advance approval of the Buildings and Grounds Committee.
11. No contractor's sign shall be erected on a parcel prior to commencement of construction, and all such signs must be removed upon completion of construction or occupancy of the house/building, whichever occurs first.
12. Contractor's signs are not permitted anywhere on common Club property or Villa property nor on individual parcels during renovation or maintenance projects.
13. Open fires for the purpose of disposal of construction debris are discouraged, and will be permitted only when a fire permit is obtained from the Lakeville Volunteer Fire Company, and with adequate functional fire protection equipment available on the jobsite.
14. Contractors and their employees, subcontractors and material suppliers must observe the 15 MPH speed limit on all Club roads, or face expulsion from the premises.
15. To the extent possible, contractors and their employees should park in the lower main parking lot, and should minimize their use of other parking areas, particularly the Villa parking areas.
16. The consumption of alcoholic beverages by contractors, their employees and suppliers is prohibited within the confines of Cove Point Club.
17. All contractors shall submit to the Cove Point Club Office, prior to the commencement of any work, a signed acknowledgment of these Contractor Rules and Regulations, an executed Indemnification and Hold Harmless Agreement, and a current insurance certificate evidencing the liability limits set forth in Regulation 1 above, and including a provision for notification of cancellation.
18. Construction vehicles over 10 tons gross weight are prohibited from December 1<sup>st</sup> to April 1<sup>st</sup> on all Cove Point Club community roads.

**COVE POINT CLUB, INC.**

**Contractor Rules and Regulations Acknowledgment Form**

I hereby acknowledge that I have read, understand and will comply with all of the provisions of the Cove Point Club, Inc. Contractor Rules and Regulations. Contractor:

Contractor:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**COVE POINT CLUB, INC.**

**Indemnification and Hold Harmless Agreement**

The below named Contractor shall fully indemnify and save and hold the Owner/Member free and harmless from and against any and all claims, damages, losses, liability and judgments for personal injuries (including death) and property damage, whether occurring to the persons or properties of the Contractor, his agents or employees, or of subcontractors, if any, or their agents or employees, or any other persons, including the Owner/Member, arising out of or in connection with the work called for by the contract, or occurring by reason of, or resulting from or occasioned or caused in whole or in part by, any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, or (as to personal injuries, including death, to the Contractor or his employees, or subcontractors or their employees) of the Owner or its agents or employees or of any other person( s), whether in the execution or in the guarding of the work or otherwise, and free and harmless from and against all claims for payments of workmen's compensation premiums (other than the Owner's) including the defending of any and all litigation with regard to any claims referred to anywhere above in this paragraph.

The below named Contractor shall fully indemnify and save and hold Cove Point Club, Inc. and Cove Point Club Inc.' s agents and employees free and harmless from and against any and all claims, damages, losses, liability, and judgments for personal injuries (including death) and property damage, whether occurring to the persons or properties of the Contractor, his agents or employees, or of subcontractors, if any, or their agents or employees, or any other persons, arising out of or in connection with or occurring by reason of or occasioned or caused, in part or in whole, by any deviations from or failure to comply fully with all direction or instruction given by Cove Point Club, Inc. or Cove Point Club Inc.' s agents or employees, any act or omission of the Contractor or his subcontractors, or any lack of coordination of the work of the Contractor with that of subcontractors or with that of other contractors or of the work of subcontractors among themselves or with that of other contractors, whether or not Cove Point Club, Inc. may have any supervisory responsibilities, and whether or not such claims allege or are based upon any such responsibilities, or any other responsibilities or duties, or default therein, of Cove Point Club, Inc., and the Contractor shall pay all reasonable expenses (including attorney's fees) incurred by Cove point Club, Inc. in connection with defense against any and all litigation with regard to any of the claims referred to anywhere above in this paragraph. The obligations of the Contractor under this paragraph shall not exceed the liability of Cove point Club, Inc.' s agents or employees arising out of the preparation of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications by Cove Point Club, Inc., or the giving of directions or instructions by Cove Point Club, Inc. In any and all claims against the Owner or Cove Point Club, Inc. or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the two preceding paragraphs shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under the workmen's compensation acts, disability benefit acts, or other employee benefit acts.

Witness: \_\_\_\_\_

Contractor:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature (seal)