

Architectural Control Committee
Rolling Hills Estates Improvement Association
10 Rolling Hills Drive, Sedona, AZ 86336

**Form D – Agreement relative to the construction practices to be followed
in constructing a single family residence in Rolling Hills Estates.**

Owner(s) Name(s): _____

Owner(s) Address: _____

Telephone Number: _____

Lot Number(s): _____

*General Contractor: _____ Must be currently licensed in the State of Arizona.

*Arizona License #: _____

Address: _____

Phone #: _____

(Required for the construction in Rolling Hills Estates)

The undersigned Licensed General Contractor, in consideration of his selection as the General Contractor for the construction of a residence in Rolling Hills Estates, in the City of Sedona, Coconino County, Arizona, and in consideration of the permission granted to him by the Rolling Hills Estates Improvement Association to use the private roads of Rolling Hills Estates for commercial purposes and for the construction of this propose residence, does herby agree to follow the construction practices and procedures set forth below:

1. The construction of the residence will not entail any encroachment on lots owned by other property owners in Rolling Hills Estates:
 - a. All materials and equipment used in the construction will be stored on the property where the residence is to be built. No such materials or equipment will be stored on property of other lot owners in Rolling Hills Estates nor will it be stored on the roads of Rolling Hills Estates. It is agreed that if any material or equipment is stored in a manner contrary to this portion of the agreement the Contractor will pay Rolling Hills Estates Improvement Association \$50 (fifty dollars) per day for each day the materials or equipment are stored. Moreover, the

materials or equipment may be removed by order of an officer of the Rolling Hills Estates Improvement Association and the cost of such material will be paid by the General Contractor without protest. Building materials or equipment may however, be stored on the roads of Rolling Hills Estates or on property owned by another lot owner, provided such storage is agreed to, in writing, by the person or persons who own the property involved, or in the case of Rolling Hills Estates, is agreed to in writing by the Architectural Control Committee. A copy, signed and dated by the Owner, of such written agreement with other property owners shall be filled with and accepted by the Architectural Control Committee before the storage of materials or equipment takes place.

- b. Except as provided below, no trucks, cars, backhoes, bulldozers, cranes or other equipment used in construction or used in transporting equipment, materials or personnel used in construction will traverse property owned by any other lot owner in Rolling Hills Estates. No hoses, extensions cords, etc. will be connected to the utility outlets of another lot owner except as provided below. It is agreed by the general contractor that any such misuse of the property of others will, in each instance, result in the payment of a penalty of \$200 (two hundred dollars) to the Rolling Hills Estates Improvement Association. Cars, trucks, backhoes, cranes or other equipment may, however, traverse the property of another lot provided:
 1. The other lot owner has agreed in writing
 2. A signed and dated copy of that agreement has been previously filled with and accepted by the Architectural Control Committee, and
 3. The adjacent lot will be restored to its original condition after such use.
2. The roads of Rolling Hills Estates are not designed to carry heavy loads and, therefore, a 15-ton load limit has been posted at the entrance to the Subdivision. The General Contractor agrees that no truck or equipment which exceeds this 15-ton limit will use the roads of Rolling Hills Estates in connection with the construction of the subject residence. The operator of any truck or any piece of equipment will, when requested by an Officer of Rolling Hills Estates Improvement Association furnish accurate information on the unloaded weight of the truck or piece of equipment and the weight of any material, supplies or other cargo carried by the truck or piece of equipment. For purposes of this section of the agreement, a tractor-trailer arrangement is to be considered as a single truck unit. A vehicle or piece of equipment, with a total loaded weight in excess of 15-tons, may not enter the roads of Rolling Hills Estates. If a vehicle used by the General Contractor or an agent or subcontractor of the General Contractor enters Rolling Hills Estates with a gross weight in excess of 15-tons it is agreed that the General Contractor will pay a penalty of \$100 (one hundred dollars) for each ton or fraction of a ton in excess of 15-tons. This payment shall be made to Rolling Hills Estates Improvement Association. If the driver of the vehicle, or the operator of a piece of equipment, refused to document the total weight of his unit to an Officer of Rolling Hills Estates, the driver or operator shall immediately leave Rolling Hills Estates, taking the subject truck or piece of equipment from the Subdivision and he/she/or his employees shall not be permitted to use the private roads of Rolling Hills Estates, in the future for any construction purposes,

unless reinstatement is granted by a recorded vote of the Rolling Hills Estates Improvement Association Board of Directors. The Rolling Hills Estates Improvement Association will supply the General Contractor a list of those persons and/or their employees who will not receive authorization for commercial use of the private roads of Rolling Hills Estates. The General Contractor will not then extend the authorization granted to him to any sub-contractor or person so listed by the Rolling Hills Estates Improvement Association.

3. It is agreed that any truck or units of equipment whose wheels leave the roads of Rolling Hills in order to enter or approach closer to the construction area will do so only at one designated point in order to minimize damage to the road. Moreover, at the point one selected for entry, the General Contractor will provide adequate protection to the road so that damage to the road will not occur where truck or equipment wheels leave the roadway. Any damage to the road during construction will be repaired by the Rolling Hills Estates Improvement Association in a workmanlike manner, and the cost of these repairs shall be paid by the General Contractor.
4. A portable toilet (or toilets) will be kept on the site at all times during construction and will be maintained on a weekly basis.
5. If it is found that the "Construction Rules" sign is not posted on site during the construction period, a \$10/day fine will be levied for non-compliance until the sign is put in place.
6. Radios, tape players, or other sound reproduction devices will not be used on the site during construction in a manner that disturbs adjoining or nearby lot owners. Any Officer of Rolling Hills Estates Improvement Association may act as an arbiter in deciding whether sound levels are objectionable. His/her decision shall be final and without recourse. A fine of \$50/per incident can be levied.
7. No construction work shall begin before 6:00 AM Mountain Standard Time – Monday thru Friday, not before 8:00AM on Saturday, nor before 9:00AM MST on Sunday. All construction work shall be finish by sunset seven days a week.
8. All rubbish and construction debris shall be confined to the construction site in a dumpster or other enclosed container and so handled that wind or rain shall not cause it to be deposited elsewhere on the property of other lot owners or on the streets of Rolling Hills Estates. Burning of trash and debris on site is not allowed.
9. Excavation dirt, fill dirt, cement, plaster or water used to wash out cement trucks or to clean equipment shall be confined to the construction site and disposed of properly by the General Contractor.
10. No living quarters shall be kept on the construction site such as trailers, campers, motor homes or other accommodations. No one shall stay on the premises overnight. No exceptions.
11. All workmen and others involved in construction will obey the posted speed limit of 15 miles per hour in Rolling Hills Estates.
12. Construction will proceed with strict adherence to the approval plans. If changes are made in those plans, the changes require the prior written approval of the ACC.

13. Removal of trees and shrubs should be minimized, and such removals shall receive the approval of the Architectural Control Committee. Guidelines are generally in accordance with the City of Sedona ESL regulations.
14. The Deed Restrictions of Rolling Hills Estates forbids any advertising signs.
15. If the Owner is to perform any of the “finish work” and/or landscaping, he/she will follow the requirements and procedures as herein required of the Licensed General Contractor.
16. The General Contractor agrees that he will accept full responsibility for the conduct of his agents or sub-contractors in complying with this agreement. Failure of such agents or sub-contractors to comply with all the terms of this agreement will be deemed by all parties to be a failure of the General Contractor to exercise control over his agents or subcontractors. The General Contractor agrees that if his agents or sub-contractors violate any terms of this agreement, he, the General Contractor, can be held responsible in the same manner and to the same degree as if he or his employees had been responsible for the violation.
17. The City of Sedona conducts building inspections during the course of construction. The construction stages which require a building inspection are identified by the City before construction begins. The Contractor agrees that when a specific stage of construction, so identified by the City as a stage requiring City inspections has been reached, no further construction will take place until the City has approved that stage and permitted construction to continue.
18. The Owner/Contractor shall notify the ACC contact person(s) when the foundation is ready to be poured so that the setbacks can be measured.
19. The Owner/Contractor shall notify the ACC contact person(s) when the framing is completed far enough so that the height of the residence can be measured.
20. The undersigned General Contractor agrees that the above provisions relating to the construction of a residence in Rolling Hills Estates are reasonable and proper in protecting the interest of all parties concerned.

*Licensed General Contractor

*License # & Expiration Date (State of Arizona)

Officer of Rolling Hills Estates Improvement Association

*Note: Only General Contractors currently Licensed in the State of Arizona are allowed to construct new homes, including major revamps and remodels, in Rolling Hills Estates.

The undersigned property owner for whom the subject residence is being constructed affirms the above agreements, and, in consideration of the permission granted to the General Contractor to use the private roads of Rolling Hills Estates, agrees the above agreement shall be incorporated into and become a part of any agreement between the Owner and the Contractor, and the Owner guarantees the Contractor's performance of said agreements. Owner further agrees that any charges properly levied against the General Contractor under the above agreement which are not paid by the General Contractor shall be paid by the Owner and if not paid promptly, the charges may be filed as a lien on the land and improvements of Owner until they are paid by the owner or the General Contractor. For the purpose of this agreement, the Contractor shall be deemed the agent of the Owner and the Owner shall be fully responsible for the Contractor's performance hereunder.

The Owner affirms that he has read the Construction Fee Schedule and agrees that he is responsible for all charges properly levied as part of that schedule. The Owner should review his contract with his Contractor regarding responsibility of any construction fines incurred.

The Owner also agrees that if the residence is not to be occupied immediately, or full time, an automatic watering system will be provided by the Owner for any new plantings. Any plantings which die due to but not limited to the completion of the residence and landscaping in accordance with the submitted and approved plans.

The Owner expressly agrees that the Homeowner's Association is authorized to obtain a court order mandating the Owner's specific performance of his contractual obligations under this agreement, including but not limited to the completion of the residence and landscaping in accordance with the submitted and approved plans.

The Owner of the property also agrees that once construction begins, the property will not be sold prior to the time the residence and the landscaping have been completed in accordance with the plans approved by the Architectural Control Committee, unless the Owner's proposed purchase commits contractually to completing the residence and landscaping in accordance with the plans.

Property Owner

Date

Property Owner

Date

Officer of Rolling Hills Estates Improvement Association