

# HORN RAPIDS: Addendum 1

P&S # \_\_\_\_\_

## **Guidelines Development Standards Fence, Retaining Wall Plan, and Landscaping Outline**

This addendum is made part of that Earnest Money Agreement/Owner Builder Contract for Lot(s) \_\_\_\_\_, in the subdivision of \_\_\_\_\_, within the Horn Rapids Planned Community between the Seller, \_\_\_\_\_ and Buyer(s) \_\_\_\_\_ dated, \_\_\_\_\_.

1. Horn Rapids Covenants, Conditions, Restrictions and Easements.  
Purchaser has received, reviewed and approved the C.C. & R's for the Horn Rapids master Planned Golf course community.
2. Horn Rapids Community Homeowners Association Dues.  
The assessment per home site will be \$32.33 per month for 2009.  
Purchaser is responsible for paying dues upon closing of lot(s).
3. Irrigation Water.  
Purchasers acknowledge that this lot is serviced by and connected to irrigation water. The cost for 2009 is approximately \$197.00 year.
4. The Horn Rapids HOA is assessing the first time home buyer a \$100.00 per-home capital reserve fee to be collected at the closing.
5. Horn Rapids Golf Course Operations.  
The Golf Course at Horn Rapids is owned, operated and maintained by an independent stand alone entity separate from the Seller and Developer of the Community. Homeowners are not required to be members of the Golf Club nor are they required to contribute anything to the maintenance of the course. The Seller and Developer can not make any representations or give any warranties as to the future operations of the course. The Seller and Developer anticipate the course will be an enjoyable amenity of the Community, but the Seller and Developer cannot convey to the Buyer any rights regarding the operation of the course.
6. Horn Rapids Golf Course Trespassing.  
Homeowners are not allowed to freely enter, roam, or walk on to play golf without the permission of the golf course owner or employees of the Pro Shop. No trespassing also includes: No dumping, no landscaping beyond property line pins, no walking dogs, no biking, and extreme care to be given to buffer zone (sage brush) between fairway and back property line, such as no irrigating (too much water kills sage brush) without the approval of the golf course manager in writing.
7. Horn Rapids Fence Plan  
Purchaser has, reviewed and approved the Fence Plan requirements of the Horn Rapids Master Planned Community on pages 6, 7, 8, and 9 of this

## HORN RAPIDS: Addendum 1

addendum and understands that any fence design must obtain written approval of the Initial Construction Controls Committee or the Architectural Controls Committee for the Master Association or a Sub-Association, as applicable.

8. Horn Rapids Architectural Control Procedures and Guidelines.

The construction of a new residence in Horn Rapids may not commence without the prior written approval of the Initial Construction Control Committee ("ICC"). Section 3-9 of the C.C. & R's.

After homes are purchased and closed, prior approval of the Architectural Controls Committee shall be required for any changes in the landscape layout, fences, for any changes to a bearing wall, and for any exterior alterations or additions.

9. Future Development of Horn Rapids Master Planned Community.

Purchaser understands that the existing neighborhoods of Prestwick, Gleneagle, Hawkstone, Troon, the Boulders, Maidstone, Sawgrass, Sedona, The Bluffs, Sedona II, Eaglewatch, Sandpiper, Crosswater, Desert Summit, and Horn Creek are all part of the Horn Rapids Master Planned Golf course Community and that there will be future developments that will contain a wide variety of housing, new neighborhoods, recreational amenities and public facilities essential for a successful community. The proposed development plan is not an assurance that the community will be built exactly as proposed and illustrated due to probable market changes during the projected build out period of Horn Rapids.

10. Disclosure for The Bluffs and Desert Summit C.C. & R's

CC & R's will be attached to all Purchase and Sales agreements for lots in The Bluffs and Desert Summit that have additional restrictions. Builder must be particularly aware of the following items included in this document:

- ❖ Soil Report
- ❖ Foundation placement recommendation
- ❖ Landscaping/Irrigation
- ❖ View Preservation boundaries
- ❖ No Construction, Landscaping or fill of any type is allowed beyond the crest of slope on lots 2 thru 25 without prior ICC approval

11. Earnest Money.

All Earnest Money shall be sent directly to the Title and Escrow company which is shown on the Purchase and Sale Agreements. Earnest Money is Non-Refundable and released to the Seller upon sellers request.

## HORN RAPIDS: Addendum 1

12. Ten (10) day extension.

Buyer shall pay to Seller directly \$1000.00 per lot for each ten (10) day extension period at the time the extension is submitted to the Seller. This penalty is non-refundable and is not applied toward the price. The penalty is not prorated for any portion of the ten (10) day period.

13. Builder and Subcontractor Noise, language, trash, and speeding

Noise. Builders and subcontractors shall not cause or permit excessive noise (including music, talking, or any other) or activities in the neighborhoods, parking areas, or common areas by themselves, their employees, agents, visitors, or licensees, nor shall builders permit anything to be done by such persons which will interfere with the rights, comfort or convenience of Horn Rapids residents. Builders shall not cause or permit any activity constituting a nuisance on or about the Premises which adversely affects the health or safety of any person regardless of the time of day or night.

14. Verbal Abuse Public disputes, shouting, or calling out to residents or visitors at Horn Rapids will not be tolerated. Repeated occurrence of the type of behavior constitutes a default under this addendum.

15. Trash. Trash or debris left at building sites will not be tolerated. At times, Horn Rapids Community experiences excessive and severe wind. Therefore, it is essential that all builders and subcontractors dispose of any trash and debris promptly and properly. If trash or debris is found in or around a building site, it will be disposed of by an outside contractor and builders will be charged a fee of \$50.00 minimum, plus \$50.00 per hour for each additional hour of clean up required.

16. Speeding. The construction speed limit at Horn Rapids is 25 MPH. The homeowners are working with the City Police to enforce this limit. You may be cited even if patrol cars are not present on site. Please inform your subcontractors about this important rule. Speeding in the Horn Rapids Community will not be tolerated.

17. Construction may not begin before 7:00 am or continue after 6:00 pm unless builders have a written variance from the City of Richland.

# HORN RAPIDS: Addendum 1

## DEVELOPMENT STANDARDS

1. In all construction and development activities, Buyer shall comply with all permits, approvals, covenants, ordinances, regulations, as amended from time to time, as they may apply to the Property. Buyer shall conduct all construction activities in accordance with impact on the work of other builders, and the safety, comfort and convenience of Horn Rapids residents, all as reasonably determined by Seller.
2. Driveways shall be concrete. Under each driveway, 3 feet from back of sidewalks and 18 inches deep. Buyer shall place one 4 inch PVC pipe segment extending at least 1 foot beyond each side of the driveway, for future cabling or other use as yet undefined.
3. Roof drains shall be connected to the storm drainage system unless otherwise provided in the approved storm drainage plans.
4. All roofing materials, such as shakes, shingles, and composition or masonry tiles shall be approved by the Horn Rapids' Initial Construction Committee (ICC) or the Architectural Control Committee. All composition roofs shall have High Profile ridge caps on ridges.
5. Brick, solid wood, vinyl or product equal to innerply siding shall be used. Plywood siding or the equivalent shall not be used, except as authorized by ACC and/or ICC.
6. Building materials stored for use in construction of a Residence will be kept in a neat condition so as not to detract from the appearance of the neighborhood and so as to give the visual impression for adjacent streets of a clean and orderly work site. Scrap materials and trash shall be confined to a particular area of each lot, and will be cleaned up on a daily basis. All scrap material shall be disposed of in lawful disposal sites or recycling facilities as appropriate. Buyer shall keep the neighborhood clear of debris and shall maintain the streets in a clear and clean condition, which may require Buyer to sweep or wash down the streets. In the event of a non-compliance with the foregoing requirements, the Seller shall have the right, in addition to all other rights and remedies available under the Agreement or applicable law, to remove said material and to bill the cost directly to the Buyer.
7. After start of construction, work shall progress without interruption (except for weather, labor disputes or other matters beyond control of Buyer). Within 30 days after substantial completion of construction on each lot, the entire front yard therefore shall be landscaped, using a mix of grass, shrubs and trees selected by Buyer. Buyer must include with the landscaping of each lot a minimum of two (2) Seller specified trees, including size, and street trees as designated by Seller. The ICC shall provide a list of allowed trees and sizes to be used and street tree requirements for each subdivision. Rear yards must be completed

## HORN RAPIDS: Addendum 1

within 90 days of substantial completion of residence (See paragraph 11 of ICC Landscape Outline attached).

- a. Landscape Plans should be submitted to the ICC or the ACC shall control after the home is occupied. There are specific tree heights not to be exceeded for lots along the Golf Course.
8. If required, depending upon lot elevation, water pressure reduction valve shall be installed by Buyer.
9. Pursuant to the Horn Rapids Covenants, Conditions and Restrictions, Buyer shall comply with other development procedures and standards that may be imposed by the ICC and/or ACC, including review of site plans, elevations building plans, finishes and exterior color selections prior to commencement of construction upon a lot, maintenance of completed Residences, and of unimproved property.
10. Buyer shall not permit any materials, equipment or vehicles to be placed upon or parked on a neighborhood or community street for longer than 48 hours.
11. Buyer shall prior to selling the Model Home(s), make any changes which may be required to conform to the ICC and/or the ACC design standards and all city or government entities requirements. Buyer shall place prominent signs in the Model Home that the ultimate purchaser shall not be able to convert a garage to an office of living space, and that use of the garage in such a manner in the Model Home is only for the temporary convenience of Buyer during the sales period.
12. Buyer shall be responsible for the actions of all of its agents, employees, contractors, subcontractors, and suppliers (collectively, "Buyer's Personnel"). Buyer shall enforce the requirements of these Development Standards and of the Agreement of which such standards are contained. If Buyer fails to do so, Seller shall have the right, in addition to all other rights it may have under the Agreement or applicable law, to require that the offending member of Buyer's Personnel be barred from performing any further work on or about the Property.

# HORN RAPIDS: Addendum 1

## ICC & ACC FENCE, RETAINING WALL PLAN, and LANDSCAPE OUTLINE

1. Purpose  
A plan is necessary for the orderly and consistent construction of all fences and Retaining Walls within Horn Rapids. It is the intent of the fence and Retaining Wall plan to establish and maintain continuity in the overall look and feel of Horn Rapids. The Fence and Retaining Wall plan where ever possible will be consistent with the declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids.
2. Administration  
The Fence and Retaining Wall plan will be administered by the Initial Construction Controls Committee (ICC) for all initial construction during the development period. After the house is built, sold and occupied, the Architectural Controls Committee (ACC) will administer the Fence and Retaining Wall plan. The ACC Rules may be different from the ICC. All fences and retaining walls must be approved prior to start of construction of that item.
3. Fences Design – General  
All Fence designs require ICC before they are installed. These designs standards are provided as a guideline. All Fence designs will be reviewed for aesthetic appeal to insure the design is harmonious with the surrounding neighborhood.
  - a. All fence posts and/or main fence supports members shall be of sufficient design to withstand the natural elements. Posts shall be set at least 18 inches (18”) into the underlying soil or be secured by a post bracket to a foundation capable of resisting winds experienced in Horn Rapids. Metal posts are required on Cedar/Redwood Fencing
  - b. Material used shall be resistive to wind, rain and sun deterioration.
    - i. Wood products used shall be of natural resistance to decay such as cedar or redwood or shall be treated to resist decay.
    - ii. All natural wood products shall also be treated or stained to resist discoloration due to sun or water exposure.
    - iii. Metal fences such as black Wrought or Tubular Iron shall be protected with paint or similar coatings to protect the material from oxidation and/or rusting.
  - c. It is the responsibility of the home owner to maintain protective coatings.
  - d. Maximum height is six feet (6’), except on Golf Course, see below.
  - e. Must be neighborhood friendly when facing the street.
  - f. Generally, fences or walls finished with cement plaster, stucco, stone or brick masonry, cast concrete, shaped plaster, tublar steel or dimensional lumber are viewed as being in harmony with the

## HORN RAPIDS: Addendum 1

development of the community. Exposed plain concrete walls, plain concrete block, metal siding, chain link, and unfinished wood are not deemed to be in harmony with the development of the community. If concrete block is used, the concrete block must be skim coated, similar color as home, on both sides. Wood fences (e.g. natural cedar or redwood) must be weather protected and maintained so they remain attractive.

- g. Lots adjacent to golf course, Gates must be constructed to allow access for golfers to retrieve golf balls as per CC&R's 6.27(b) Fences finished on both sides are more likely to be approved. Single sided fences must have the finished side toward the neighbors (Good Neighbor Fence). Chain link and other wire fences are not allowed except for the purpose of pet enclosures. See section 3.6. Cement block fence are prohibited unless stucco coated to match adjacent homes.

#### 4. Fences adjacent the Golf Course

All Fences adjacent to property owned by the Horn Rapids Golf Course shall be of an open design as follows:

- a. Post shall at intervals of no less than six feet (6') and no greater than ten feet (10') on center except for terminations at corners, gates or structures.
- b. Post shall be no greater than six inches (6") in any directions.
- c. All fence pickets shall be vertical.
- d. Fence pickets shall be no greater than two inches (2") and no less than three quarter inch (3/4") in any dimension.
- e. Black Wrought or Tubular Iron Fencing will be required.
- f. Openings are required adjacent each vertical picket. The opening shall not exceed four inches (4") or be less than two and one half inches (2 1/2") in width.
- g. Only two horizontal support members are permitted. The horizontal support member shall not exceed four inches (4") in any direction
- h. Golf Course – Fences located on lots adjacent to The Horn Rapids Golf Course that protrudes beyond the back of homes shall have maximum heights as follows:
  - i. Fences on lots adjacent to fairways, "T" boxes and Greens shall not exceed four feet (4') in height. ACC guidelines control after home is built and occupied.
  - ii. Pool Fencing adjacent to The Golf Course may be six (6') or code, whichever is less, regardless of location on The Fairway, "T" Box or the Green.
  - iii. Fences placed Adjacent to Water Features, Sheds, Open Areas and other Features separating applicant's property from the actual Fairway, Greens and "T" Boxes may be four feet (4') in height.

## HORN RAPIDS: Addendum 1

- iv. Gates shall be installed to allow golfers to retrieve their balls as per Covenants, Conditions, and Restrictions.
  - 5. Fences NOT adjacent the Golf Course  
Fences not adjacent to the Horn Rapids Golf Course may be of open or solid design. Back yards adjacent to the Parks may be fenced subject to Solid/Open View Fence requirements.
  - 6. Fence Orientation  
Fences must be installed in such a fashion that the supporting framing members face inward to the applicants property and the finished side toward the neighboring property (Good neighbor fence).
    - a. Exception – Fences adhering to the Open Fence Design standards for fences located adjacent the Golf Course may be installed with either face toward neighboring property.
  - 7. Solid Fences  
Support post and/or columns shall be spaced no greater than ten feet (10') on center and no less than six feet (6') on center except they may be less at corner and end terminations and except for concrete block or concrete pre-engineered architectural fences. For home sites contiguous to the Golf Course, solid fencing will not be permitted beyond the limits of the house. Fences should be constructed in order to maintain a view of the Golf Course from adjacent home sites.
    - a. Wood – See general fence requirements for finish and maintenance standards. A maximum of three (3) horizontal supports shall be used to support vertical fence slates or pickets. For home sites not contiguous to the Golf Course, a Wood Fence may be used as it conceals all frame work. – (Good Neighborhood Fence)
    - b. Masonry – Solid masonry fences shall be finished with stucco wash or similar finish to hide the masonry joints. Masonry fence columns and top caps shall be aesthetically pleasing.
    - c. Concrete – Only architectural concrete fences will be considered for placement around properties are a solid fence. Architectural concrete fences are those that have a design, such as stone, slate of wood slats, formed into the finish of the concrete.
    - d. Front Yards – May not be enclosed by fencing under any circumstances.
  - 8. Fence Heights that are Not Adjacent to Golf Course
    - Height shall not exceed six feet (6').
  - 9. Retaining Wall Plan Contiguous to Golf Course  
The design of any retaining wall must address drainage patterns. Perimeter walls adjacent to The Golf Course must be Basalt Rock columns or stacked.
  - 10. Retaining Walls between Homes
- Revised 3/4/09 SWS



## HORN RAPIDS: Addendum 1

The design of any retaining wall must address drainage patterns. Walls between homes may be Basalt Rock, Stacked or Columns, Keystone Concrete Block; or Solid Concrete may be used if inside solid fenced yard area where there is no visibility from neighbors or streets.

11. Landscaping

- Landscaping shall be completed within 30 days of substantial completion of construction for the front yard and within 90 days after substantial completion of construction for the back yard. Due to possible wind erosion during the winter months, November thru March, all unplanted areas must be covered with sod, mulch or hydroseed/tackafyer mixture. Owners are responsible for blowing sand including cost of cleanup.
- Buyer must include with the landscaping of each property a minimum of two seller specified trees, including size, and street trees as designated by seller. Seller hereby appoints ICC to provide a list of allowed trees and sizes to be used and street tree requirements per each subdivision phase.
- For those lots adjoining golf course, all rear yards and/or side yards shall have vegetation that is less than 6 feet in height or trees with limbs that shall be over 10 feet above ground height at maturity of tree. Height of tree not to exceed 15 feet maximum on lots adjoining the Golf Course.

## 12. Driveways

Only hard, stabilized surfaces of concrete will be considered unless developed as part of an approved P.U.D.. No other material will be approved. Special care must be exercised if changes alter drainage patterns. Runoff must be disposed of within the boundaries of your own property.

### 13. Disclosure

After homes are sold for the first time and the new homeowners take possession, the ACC Guidelines shall take affect. The ACC Guidelines may have additional guidelines and restrictions. The ACC Guidelines are available through the Home Owner's Association.

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

# HORN RAPIDS: Addendum 1

## Attachment "B"

This is the list of approved ICC and ACC street trees for front yards in Horn Rapids.

Any other trees to be used for street trees must have ICC and ACC approval.

|     |                            |             |          |
|-----|----------------------------|-------------|----------|
| 1.  | Beech, Tricolor            | 1 1/2"      | \$98.00  |
| 2.  | Birch, Youngii             | 1 1/2"      | \$78.00  |
| 3.  | Cherry, Kwanzan            | 1 1/2"      | \$62.00  |
| 4.  | Cherry, Weeping            | 1 1/2"      | \$68.00  |
| 5.  | Dogwood, Kousa             | 1 1/2"      | \$88.00  |
| 6.  | Dogwood, Pink Flowering    | 1 1/2"      | \$198.00 |
| 7.  | Maple, Japanese, Bloodgood | 1 1/2"      | \$128.00 |
| 8.  | Maple, Red Sunset Summer   | 1 1/2"      | \$68.00  |
| 9.  | Pear, Callery, Aristocrat  | 1 1/2"      | \$72.00  |
| 10. | Plum, Newport              | 1 1/2"      | \$62.00  |
| 11. | Rebud, Eastern             | 1 1/2"      | \$78.00  |
| 12. | Cedar, Weeping Alaska      | 6-8' Height | \$88.00  |
| 13. | Pine, Vanderwokff          | 6-8' Height | \$148.00 |
| 14. | Pine, Weeping White        | 6-8' Height | \$88.00  |
| 15. | Spruce, Hoopsi Blue        | 6-8' Height | \$110.00 |