

## MULBERRY GROVE CONSTRUCTION IMPACTS MITIGATION PROTOCOL

1. DESIGN REVIEW - Procedure for design review, as stated in the recorded Mulberry Grove Covenants, Conditions & Restrictions ("C, C & R's") must be completed before any construction activity commences.

2. CASH DEPOSIT - Prior to obtaining approval from the Mulberry Grove Home Owners' Association ("HOA"), a cash deposit of \$2000 by Lot Owner constructing improvements ("Construction Owner") is required to ensure completion of construction and clean up of construction debris. Upon completion of exterior construction, construction debris clean up and landscaping of public side of yard, such deposit will be refunded. Upon non-compliance, after notice and opportunity to cure, so much of the deposit as necessary will be used for such purpose.

3. TRASH & DEBRIS - All trash and recyclable materials will be picked up and stored in their appropriate receptacles daily as needed. All trash and recyclable materials receptacles will be emptied when they are full.

4. SANITARY FACILITIES – Temporary toilet facilities must be provided by Construction Owner made available to contractors/ sub contractors/owner-builders. Rotary Park toilet facilities are not appropriate toilet facilities.

5. DRIVING – In order to respect the safety and peace of existing residents and pedestrians, driving is limited on the pedestrian pathway. Contractors/sub contractors/owner-builders may drive into and park on the building site when hauling, loading, unloading building materials, construction debris, tools that are awkward/heavy, trash and/or recyclable materials so long as the following procedures are used:

- a. Maximum allowable speed on pedestrian pathway is 5 mph.
- b. Drivers will yield to all foot and bicycle traffic, animals and any other non-motorized traffic not specified in this document.
- c. Motorized vehicles may drive on, and will not deviate from, routes specified by Mulberry Grove HOA.
- d. Construction Owners, their contractor(s) or representative must post a schedule in provided area at least 24 hours prior to heavy equipment operation.

Failure to follow one or more of the above procedures may result in a cash penalty of \$25 per event.

6. CONTRACTORS/SUB CONTRACTORS/OWNER-BUILDERS- Contractors/sub contractors /owner-builders will conduct themselves professionally and in a manner that is respectful to neighbors. Construction owner will be responsible for ensuring such conduct from their contractors/subcontractors. If problems arise with contractors/sub contractors and the construction owner fails to effectively resolve the issue, the HOA, through its construction representative, has the authority to address deal with the offending party directly. A copy of the protocol shall be signed by all contractors (acknowledging they have read and understand the protocol and contractors shall be responsible for advising their subs and policing their subs compliance with this protocol.

7. NOISE - The following procedures will be used to mitigate noise:

- a. Any loud construction activities shall be limited to Monday through Friday between the hours of 7 a.m.-5 p.m., and Saturday and Sunday between the hours of 10 a.m.-4 p.m. Loud construction activities include, but are not limited to: cement trucks, use of heavy equipment, compressors, power tools and hammering.
- b. Diesel truck engines may not be left idling for longer than one minute.

8. DAMAGES - Repair of any damages to common facilities (pedestrian pathway, parking

areas, landscaping, or other common facility) outside of normal wear and tear, caused by residents or their contractors/ sub contractors, will be paid for by the Construction Owner. HOA, at its discretion, may allow Construction Owner/Contractor to make repairs rather than pay for repairs to be done by others.

9. FURTHER PROCEDURES- Please refer to *Architectural and Land Use Standards: Design Review Procedure* and *Sitework & Construction Practices* under Section 7 A & B in C, C & R's for further details.

Signing below signifies that both the homeowner and the contractor(s) have read, understand and agree to adhering to the objectives set forth in this document.

Homeowner \_\_\_\_\_ (signed) \_\_\_\_\_ (printed) Date \_\_\_\_\_

Homeowner \_\_\_\_\_ (signed) \_\_\_\_\_ (printed) Date \_\_\_\_\_

Contractor \_\_\_\_\_ (signed) \_\_\_\_\_ (printed) Date \_\_\_\_\_

Contractor \_\_\_\_\_ (signed) \_\_\_\_\_ (printed) Date \_\_\_\_\_

Contractor \_\_\_\_\_ (signed) \_\_\_\_\_ (printed) Date \_\_\_\_\_

Contractor \_\_\_\_\_ (signed) \_\_\_\_\_ (printed) Date \_\_\_\_\_