

**EXHIBIT D TO
Residential Lot Lease**

**RANCH VIEW TERRACE
PROPERTY USE AND MAINTENANCE REGULATIONS**

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UNIVERSITY OF CALIFORNIA SANTA CRUZ
RANCH VIEW TERRACE PROPERTY USE
AND MAINTENANCE REGULATIONS

By purchasing a home included in the UCSC Housing Program, each Owner has made a substantial investment in, and a commitment to the development of an on-campus community that will remain a pleasant and enjoyable place in which to live. The following Regulations are designed to ensure that Ranch View Terrace remains an aesthetically pleasing and attractive community and that property within the community is not used in any way that would adversely affect the quality of community life for all Owners. Most of these Regulations are administered by an Architectural Review Board appointed by the Chancellor of UCSC, although The Regents retain ultimate responsibility for enforcement of the Regulations.

ARTICLE 1-DEFINITIONS

As used in these Regulations, all capitalized terms shall, unless otherwise indicated, have the same meanings as set forth in the Residential Lot Lease. In addition:

1. "Architectural Guidelines"

means the Architectural Guidelines from time to time issued or amended by the ARB as provided in Section 5.6 of these Regulations;

2. "Building Code"

means the latest edition of Title 24 of the California Administrative Code, with such modifications, exclusions, or supplements/replacements as the ARB, or the University building official, may, from time to time, permit or require;

3. "Residential Lot Lease"

means the form of Residential Lot Lease pursuant to which the Owners acquired rights in their respective Parcels;

4. "Leasehold Property"

means all of the property on the UCSC campus subject to a lease by and between The Regents and Owners or the Home Owner Association;

5. "Parcel"

means any parcel of the Leasehold property assigned and transferred to a Owner, as such Parcel is designated in a Residential Lot Lease;

6. "Project"

has the meaning as set forth in the Section 1.59 of the "CC&R's"

7. "Statement of Compliance"

means any Statement of Compliance issued by the ARB pursuant to the provisions of Section 2.6 of

these Regulations;

8. "Structure"

means:

- a. Any thing or object the placement of which upon any Parcel may affect the appearance of such Parcel, including by way of illustration and not limitation any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, fence, curbing, paving, wall, sign, signboard, temporary or permanent living quarters (including any house trailer), or any other temporary or permanent improvement to such Parcel, and
- b. Any excavation, grading, fill, ditch, diversion dam, or other thing or device which affects or alters the natural flow of surface waters from, upon, or across any Parcel, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash, or drainage channel from, upon, or across any Parcel.

9. "UCSC"

means the University of California, Santa Cruz.

ARTICLE 2 – RESTRICTIONS RESPECTING CONSTRUCTION AND IMPROVEMENTS

2.1 Submission of Plans and Specifications.

2.1.1 No Structure shall be commenced, erected, placed, moved onto, or permitted to remain on any Parcel, nor shall any existing Structure upon any Parcel be altered in any which (i) affects the exterior appearance of any Structure or Parcel or (ii) affects the structural integrity of any Structure, or (iii) affects any utility system including electrical or gas distribution or other plumbing system, unless plans and specifications therefore shall have been submitted to and approved in writing by the ARB. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required in the Architectural Guidelines.

2.1.2 All plans and specifications submitted pursuant to Section 2.1.1 shall be reviewed and accepted or rejected by the ARB in accordance with the procedures set forth in Section 5.5.3 of these Regulations.

2.2 Notices to Owners of Neighboring Parcels

Although the approval from Owners of Neighboring Parcels is not required as a condition of approval by the ARB of particular plans and specifications submitted to it, such Owners of Neighboring Parcels must be advised of the proposed work for which ARB approval is sought and be given an adequate opportunity (within the time limits described in Section 5.5.3 of these Regulations) to file comments with the ARB with respect to such work. No application for ARB approval shall be considered complete unless accompanied by evidence, in such form as the ARB finds acceptable, that Owners of Neighboring Parcels have been notified concerning the pending application. For purposes of this section, "Neighboring" shall be defined as any Parcel within 35 feet of the Parcel of the applying Owner,

2.3 Approval of Plans and Specifications

Upon approval by the ARB of any plans and specifications submitted pursuant to these Regulations, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the ARB, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Parcel or Structure of any plans and specifications shall not be deemed a waiver of the ARB's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features, or elements are subsequently submitted for use in connection with any other Parcel or Structure. Approval of any such plans and specifications relating to any Parcel or Structure, however, shall be final as to that Parcel or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

2.4 Disapproval of Plans and Specifications

2.4.1 Subject to the provisions of section 2.4.2, the ARB shall have the right to disapprove any plans and specifications submitted pursuant to these Regulations because of any of the following:

- (i) The failure to include information in such plans and specifications as may have been reasonably requested;
- (ii) The failure of such plans and specifications to comply with the Building Code, these Regulations, or the Architectural Guidelines; or
- (iii) Any other matter which, in the judgment of the ARB, would be likely to cause the proposed installation, construction, or alteration of a Structure (A) to fail to be in harmony of external design and general quality with the existing Structures on the Leasehold Property or (B) as to location to be incompatible with topography, finished ground elevation, and surrounding Structures.

2.4.2 All plans and specifications submitted for review by the ARB are also subject to review and approval by the Chancellor of UCSC. The Chancellor is not required to abide by the determination of the ARB. Accordingly, the ARB shall have the right to disapprove any plans and specifications submitted pursuant to these Regulations if such plans and specifications are disapproved by the Chancellor, regardless of the reasons for such disapproval by the Chancellor. There is no right to appeal to the Chancellor with respect to determinations of the ARB, appeals in such circumstances being governed exclusively by the provisions of Section 5.5.3 of these Regulations.

2.4.3 In any case in which the ARB shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ARB shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

2.5 Inspection Rights

To ascertain whether the installation, construction, alteration, or required maintenance of any Structure is in compliance with the provisions of these Regulations, as well as with any approvals or conditional approvals of the ARB, any employee or agent of the ARB may, after reasonable notice to the Owner concerned and at any reasonable time, enter upon any Parcel including the interior of any housing unit. Neither the ARB, The Regents, nor any employee or agent of The Regents shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided that such inspection is carried out in accordance with the terms of this Section 2.5.

2.6 Statement of Compliance.

2.6.1 Upon completion of the installation, construction, or alteration of any Structure in accordance with plans and specifications approved by the ARB, the ARB shall, upon written request, to be delivered to the ARB within three (3) months of such completion, of the Owner owning such Structure or upon the ARB's own initiative, issue a Statement of Compliance, identifying such Structure and the Parcel upon which such Structure is placed, and stating that the plans and specifications have been approved and that such Structure complies with such plans and specifications. A copy of said Statement of Compliance shall be filed for permanent record with the plans and specifications on file with the ARB.

2.6.2 Any Statement of Compliance issued in accordance with the provisions of this Section 2.6 shall be prima facie evidence of the facts therein stated; and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such Statement of Compliance shall be conclusive evidence that the installation, construction or alteration of any Structures on the Parcel in accordance with the plans and specifications approved by the ARB comply with all the requirements of this Article 2, provided that the Statement of Compliance shall in no way be construed to certify the acceptability, sufficiency, or approval by the ARB of the actual construction of Structures or of the workmanship pertaining thereto, or to represent or warrant to anyone the quality, function, or operation of the Structures or of any construction, workmanship, engineering, materials, or equipment related thereto.

2.7 Fees

The ARB may impose and collect reasonable and appropriate fees from each applicant seeking its approval pursuant to the provisions of these Regulations to cover the ARB's costs of operation, including but not limited to (i) the cost of examination of any plans and specifications submitted for approval pursuant to these Regulations, (ii) the cost of inspections or tests performed pursuant to Section 2.5 of these Regulations, and (iii) reimbursements to members of the ARB pursuant to Section 5.3 of these Regulations. Such fees shall be established from time to time by the ARB.

2.8 Increase in Base Price

The total amount of any Capital Improvement (as defined in Attachment 3 to Exhibit A to these Regulations) made in compliance with these Regulations which costs the owner \$1,000.00 or more may be added to the base price of the Residence for the purpose of calculating the maximum resale price according to Section 3.8.2 of the Residential Lot Lease.

ARTICLE 3 – RESTRICTIONS RESPECTING USE AND MAINTENANCE

In the case of a conflict between these Regulations and the CC&R's, these Regulations 's shall control.

3.1 Conformity to Building Code

3.1.1 Except to the extent expressly waived by the ARB, no construction may be undertaken and no Structure may be erected on any Parcel unless such construction and Structure conform to the requirements of the Building Code and all applicable governmental rules, regulations and laws.

3.1.2 To ensure compliance with the Building Code, all structures on the Leasehold Property and all work related thereto shall be subject to plan checks, inspections and tests by persons or entities as the ARB may designate, such plan checks, inspections and tests shall be paid for by the Owner concerned.

3.2 Business Usage Prohibited

Owners shall comply with the provisions of Section 8.1 of the CC&R's.

3.3 Solid Waste

3.3.1 No person shall dump or burn rubbish, garbage or any other form of solid waste on any Parcel or the Common Area

3.3.2 Except for building materials employed during the course of construction of any Structure approved by the ARB, no lumber, metals, bulk materials, or solid waste of any kind shall be kept, stored or allowed to accumulate on any Parcel or the Common Area unless such item is screened from view or otherwise handled in a manner approved by the ARB. During construction it shall be the responsibility of each Owner to ensure that the construction site is kept free of unsightly accumulations of rubbish and scrap materials, and the construction materials, trailers, shacks and the like are kept in a neat and orderly condition.

3.3.3 Each Owner shall arrange for the regular removal of rubbish, garbage or .other form of solid waste from the Residence or Parcel and shall ensure that all refuse, containers, wood piles and storage areas shall be obscured from the view of Neighboring Residences and streets by a fence or appropriate screen approved by the ARB. If rubbish, garbage or other form of solid waste is to be disposed of by a regular collection, containers may be placed in the open on any day that a pickup is to be made, in order to provide access to persons making such pickup. The ARB may make further guidelines relating to the type of containers permitted, the manner of storage, and the place of pickup.

3.3.4 Owners shall also comply with the provisions of Section 8.9 of the CC&R's.

3.4 Offensive Activities

Owners shall comply with the provisions of Section 8.6 of the CC&R's.

3.5 Family Members and Guests

Owners shall comply with the provisions of Section 8.4 of the CC&R's.

3.6 Pets and Animals

Each Owner shall comply with the "Campus Pet Policy" as defined in Section 8.5 of the CC&R's. Pets shall not be allowed in the Common Areas except as permitted by the Rules and Regulations adopted

by the Board. No Structure for the care, housing or confinement of any animal shall be constructed or altered on any Parcel unless plans and specifications for said Structure have been approved by the ARB.

3.7 Signs

3.7.1 Owners shall comply with the provisions of Section 8.3 of the CC&R's.

3.8 Setbacks

In approving plans and specifications for any proposed Structure, the ARB may establish setbacks for the location of the Structure. No Structure shall be erected or placed on any Parcel unless its location is consistent with such setbacks.

3.9 Fences and Screens

Owners shall comply with the provisions of Section 8.17 of the CC&R's.

3.10 Drainage and Erosion Control

3.10.1 All water drainage and runoff from any Structure on a Parcel shall drain or flow only into adjacent streets or designated drainage areas and shall not be allowed to drain or flow upon, across or under, any other portion of the leased property unless an easement for such purpose has been granted.

3.10.2 No activity which may create erosion or siltation problems shall be undertaken on any Parcel without the prior written approval of the ARB of plans and specifications for the prevention and control of such erosion or siltation. The ARB may, as a condition of approval of such plans and specifications, require the use of certain means of preventing or controlling such erosion or siltation, including, without limitation, physical devices for controlling runoff and drainage of water, special precautions in grading or otherwise changing the natural landscape, and required landscaping as provided in Section 3.11 of these Regulations.

3.10.3 Owners shall comply with any other provisions as specified in Section 8.28 of the CC&R's

3.11 Yards

Yards (fenced or not) must be maintained in a neat and attractive condition at all times.

3.12 Trees and Plants

No Owner shall cut, trim, prune, remove, replace or otherwise alter or affect the appearance or location of any tree, plant or other vegetation location in any portion of the Common Area without the prior written consent of the ARB. Except for trees planted by a Owner wishing to remove the same, and except as expressly permitted by the ARB, no tree having a diameter of six inches or more (measured from a point two feet above ground level) shall be removed from any Parcel unless such removal is in conformity with approved landscaping plans and specifications submitted pursuant to the provisions of Section 3.11 of these Regulations. The ARB may recover, on behalf of the Homeowner Association or The Regents, from any Owner violating this Section the cost of restoring and replacing any such tree.

3.13 Habitat Conservation Plan

No part of any Residence, Residential Lot, nor Common Area shall ever be used or allowed, authorized or caused to be used in any way, directly or indirectly, in violation of the Habitat Conservation Plan of Ranch View Terrace..

3.14 Antenna and Other Equipment.

Owners shall comply with the provisions of Section 8.13 of the CC&R's.

3.15 Parking, Storage and Repair of Vehicles

Owners shall comply with the provisions of Sections 8.15 and 8.16 of the CC&R's.

3.16 Mailboxes

No exterior mailbox or other receptacle for the delivery or dispatch of mail, packages, newspapers, periodicals or similar matter shall be constructed or altered upon any Residence or Parcel without the prior written approval of the ARB.

3.17 Outside Storage

Owners shall comply with the provisions of Section 8.12 of the CC&R's.

3.18 Exterior Lighting.

Erection or alteration of any exterior lighting on any Parcel or Structure shall be subject to the prior written approval of the ARB of plans and specifications for such lighting, including the design, location and direction thereof.

3.19 Poles and Wires

All wires for the transmission of electricity, telephone messages, cable television or the like shall be installed below the surface of the ground and no poles and above ground wires therefore shall be installed on any Parcel or any Structure or except on a temporary basis as approved by the ARB.

3.20 Window Coverings

Windows and any Structure on any Parcel may be covered only by drapes, shades, blinds or shutters and may not be painted or covered by aluminum foil, cardboard or any other material not approved by the ARB.

3.21 Pests

No Owner shall permit any condition to exist on his Parcel which shall induce, breed, or harbor infectious plant diseases or noxious insects or vermin.

3.22 Alterations

No Owner shall make any alterations or modifications to the exterior of any Structure or to any fence, railing or wall situated upon a Parcel without the prior written consent of the ARB. Any structural, plumbing or, electrical modification, alteration or addition to or of a Structure shall require the prior written consent of the ARB.

3.23 Maintenance

Except as provided in the CC&R's with respect to maintenance by the Homeowner Association, each Owner shall keep and maintain each Parcel and Structure owned by him or her, as well as all landscaping located thereon, in good condition and repair, including but not limited to (i) the repairing and repainting (or other appropriate external care) of all Structures; (ii) the seeding, watering and mowing of all lawns; and (iii) the pruning and trimming of all trees, hedges, and shrubbery so that they

do not obstruct the view or right of way of motorists or pedestrians.

3.24 Pesticide Use.

Owners shall comply with the provisions of Section 8.27 of the CC&R's.

3.25 [NOT USED]

3.26 Pollutant Control

Owners shall comply with the provisions of Section 8.31 of the CC&R's.

ARTICLE 4- [Unused]

ARTICLE 5 ARCHITECTURAL REVIEW BOARD

5.1 [Reserved]

5.1.1

5.2 Vacancies

If any vacancy shall occur in the membership of the ARB by reason of death, resignation, removal, or otherwise, the remaining members shall continue to act for 60 days. The vacancy will be filled within 60 days by the appropriate appointing party per Section 9.2 of the CC&R's. Any member appointed by the Chancellor of UCSC may resign at any time by written notice to the Chancellor, and such resignation shall take effect upon receipt thereof by the Chancellor unless the notice sooner itself specified some other effective date.. Any member appointed by the Association may resign at any time by written notice, and such resignation shall take effect upon receipt thereof by the Association unless the notice sooner itself specified some other effective date.

5.3 Officers and Compensation

5.3.1 The Chancellor or Chancellor's designee shall appoint a Chairman for the ARB.

5.3.2 The members of the ARB shall serve without compensation, provided that the Chancellor may reimburse the members for reasonable out-of-pocket expenses incurred in the performance of their duties as members to the extent that such expenses are not reimbursed by the ARB from the fees charged for its services pursuant to Section 2.7 of these Regulations.

5.4 Conflicts of Interest.

No member of the ARB may participate in any decision of the ARB on a matter in which he has a

direct or indirect financial or professional interest, or on a matter in which he or any firm with which he is associated has provided professional consultative services for a fee to any party whose application is before the ARB, provided that if two (2) or more members may not participate in the making of a decision because of disqualification as provided herein, the Chancellor or the Association, as the case may require, shall name a substitute member to act only on the matter resulting in the disqualification. For a period of one (1) year after his service on the ARB, no former member may represent any person before the ARB where that former member has previously participated in decisions affecting such person. Each member of the ARB shall inform the ARB in writing of any direct or indirect financial or familial relationship which he may have with any applicant within the Leasehold Property or with such applicant's builder or architect. Such disclosure shall be made within fifteen (15) days of any action by an applicant which makes the disclosure relevant.

5.5 Operations of the ARB.

5.5.1 The ARB shall maintain both a record of votes and minutes for each of its meetings. The ARB shall forward copies of such records and minutes to the Association routinely, and to the Chancellor (or Chancellor's designee) upon request and shall, additionally, make them available at reasonable places and times for inspection by each Owner.

5.5.2 In carrying out its functions under these Regulations, the ARB shall be governed by the Architectural Guidelines described in Section 5.6 of these Regulations. In applying such Architectural Guidelines, the ARB shall, as required, make findings, determinations, rulings, and orders with respect to the conformity with such Guidelines of plans and specifications submitted for approval to the ARB pursuant to the provisions of these Regulations. The ARB shall, as required, issue permits, authorizations, or approvals, which may include specified requirements or conditions, pursuant to the provisions of these Regulations.

5.5.3 Any action taken by the ARB shall be in accordance with Section 2.4.2 of these Regulations. All ARB actions are final, subject only to a rehearing at the discretion of the ARB. The ARB shall be required to render decisions on matters pending before it within forty-five (45) days after the receipt by the ARB of a request or application submitted by a Owner or prospective Owner, which request or application is complete in all respects under the requirements of these Regulations and the Architectural Guidelines. If the ARB fails to act upon any request or application within the above-stated time period, such request or application shall be deemed approved.

5.5.4 The ARB may, from time to time, prepare and recommend for approval to the Chancellor of UCSC amendments to the Architectural Guidelines which the ARB believes necessary or desirable to implement the provisions of these Regulations.

5.6 Architectural Guidelines

5.6.1 The Chancellor of UCSC has approved and adopted and may, from time to time upon recommendation of the ARB or in his or her own discretion, amend the Architectural Guidelines attached hereto for the purpose of:

5.6.1.1 Governing the form and content of plans and specifications to be submitted for approval pursuant to the provisions of these Regulations;

5.6.1.2 Governing the procedure for such submission of plans and specifications; and

5.6.1.3 Establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location

and size of Structures, and all other matters that require approval by the ARB pursuant to these Regulations.

5.6.2 Subject to the provisions of Sections 2.3 and 2.4 of these Regulations, the Architectural Guidelines, as approved or amended by the Chancellor of UCSC, shall be binding upon the ARB and shall be used by the ARB in making decisions as described in Section 5.5.2 of these Regulations. The ARB shall make a published copy of the current Architectural Guidelines readily available to each Owner.

5.6.3 The Architectural Guidelines as approved by the Chancellor of UCSC and published by the ARB are hereby made a part of these Regulations. The ARB will mail new copies of these guidelines separately to each Owner whenever revisions are made.

ARTICLE 6-ENFORCEMENT

6.1 Right of Enforcement

The Chancellor of UCSC, and The Regents, acting upon the recommendation of the ARB, shall have the right to enforce the provisions of these Regulations by appropriate judicial proceedings, including actions for damages, injunction, or specific performance, as well as any other relief to which The Regents may be entitled at law or in equity. Such right of enforcement shall be in addition and supplemental to any right which The Regents may have to declare a Owner in default under the Residential Lot Lease as a result of the Owner's violation of the provisions of these Regulations.

6.2 No Waiver.

The failure of The Regents or the ARB to enforce any provision of these Regulations in one or more instances shall not be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

6.3 Right of Abatement.

6.3.1 In the event of a violation or breach of any provision of these Regulations, the ARB may give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of such written notice, then The Regents, acting on the recommendation of the ARB, shall have the right of abatement in Section 6.3.2.

6.3.2 The right of abatement, as used in this Section 6.3, means the right of The Regents, through its agents and employees, to enter at reasonable times upon any Parcel or Structure, as to which a violation, breach, or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach, or other condition which may exist thereon contrary to the provisions of these Regulations, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions; provided that such entry and such actions are carried out in accordance with the provisions of this Section 6.3.

6.3.3 All reasonable costs incurred by The ARB or The Regents in exercising its right of abatement as provided in this Section 6.3 shall be chargeable to the Owner with respect to whose Parcel such actions in abatement are taken, and such charges shall be regarded as The Rent which such Owner is obligated to pay under the terms of the Residential Lot Lease. Such charges shall be due and

payable thirty (30) days after a statement therefore has been rendered by The Regents to the Owner unless The Regents in its sole discretion agrees to a more extended repayment period.

ARTICLE 7 AMENDMENTS AND CONFLICTS

7.1 Amendments

The Chancellor of UCSC has approved and adopted and may, from time to time upon recommendation of the ARB or in his or her own discretion, amend these Regulations.

7.2 Conflicts

In the event of any conflict between the provisions of these Regulations and the provisions of the Architectural Guidelines as detailed in Exhibit A to these Regulations, the provisions of these Regulations shall govern. In the event of any conflict between the provisions of these Regulations or the Architectural Guidelines and the provisions of the Residential Lot Lease, the Residential Lot Lease shall govern. In the event of any conflict between the provisions of these Regulations or the Architectural Guidelines and the provisions of the CC&R's Lease, these Regulations shall govern.

EXHIBIT A
ARCHITECTURAL GUIDELINES FOR RANCH VIEW TERRACE

EXHIBIT A TO PROPERTY USE AND MAINTENANCE REGULATIONS

**RANCH VIEW TERRACE
ARCHITECTURAL GUIDELINES**

Any capitalized term not defined herein shall have the meaning given to it in the Residential Lot Lease and/or Property Use and Maintenance Regulations to which this is attached.

A Overview of the Approval Process

Under the provisions of Article 9 of the CC & R's, a process of design review has been established. Plans for new construction, remodeling (including any structural, plumbing and electrical items or any exterior renovation) or landscaping must comply with the Ranch View Terrace Architectural Guidelines ("Guidelines") and be approved by the Architectural Review Board (ARB). The ARB works with Owners to ensure a continuity of concept and design that will preserve the quality of the community for all residents and enhance the value of the investment that each Owner has made. The ARB also reviews technical aspects of the completed plans and issues building, mechanical, and electrical permits. No additional city or county building permits are required in Ranch View Terrace. University staff or designee will inspect the construction to assure compliance with building codes.

ARB approval of plans is distinct from "Capital Improvement" approval. The ARB is not obligated to approve as a Capital Improvement any remodels it may have approved as part of the design approval process. Any Owner seeking to add the cost of a Capital Improvement to the value of their home is required to submit documentation to the ARB within three months from the completion of the project. The ARB is not obligated to approve any requests submitted after three months of project completion. (See Capital Improvement Definition Attachment 3.)

The "Design Standards" (Attachment 2) portion of these Guidelines is intended to aid Owners and their designers in planning new construction, remodeling or landscaping. The ARB reserves the right to waive any portion of the Standards, or to impose additional requirements which are reasonable and consistent with its purpose. Since these Guidelines are subject to revision by the ARB, the Owner should obtain a current copy from the ARB before planning any construction, remodel or landscaping project.

It is strongly recommended that the Owner have plans for major remodeling or construction prepared by a qualified and licensed architect, engineer or designer. Complete and clear drawings will simplify the design approval process.

The ARB reviews and approves proposals for new construction, interior, exterior and infrastructure modifications at three stages:

1. Concept (use attached Concept Description, attach rough sketch if possible)
2. Preliminary Design
3. Final Design

Ranch View Terrace
Architectural Guidelines

Some simple projects may only require the concept and final design stages, while larger scale modifications will require all three stages. Owners planning remodeling which affect the exterior of their dwelling are required to submit plans for concept, preliminary and final review approval.

B. Submission of Plans for ARB Approval and Permit

1. Concept Approval: The intent of the Concept Approval is to determine that a project is feasible, and will be permitted subject to subsequent design approvals. This is to allow the applicant (Owner or Association) to initiate a project and obtain concept approval before entering into a costly and time-consuming process with a design professional. To obtain “concept” approval the Owner or Association, must submit a completed “Concept Application for Home Modification” (blank form Attachment 4)
 - a. The ARB will determine the requirements for notification of Owners of Neighboring Parcels at this stage. **NOTE:** Under the “Property Use and Maintenance Guidelines of Ranch View Terrace”, Article 2, no application for ARB approval shall be considered complete unless accompanied by evidence, in such form as the ARB finds acceptable, that adjoining Owners of Neighboring Parcels have been notified concerning the pending application.
 - b. The ARB will notify the applicant of the extent of detail required for future submittals for preliminary and final design approvals of the proposed project at the time concept approval is granted.
 - c. Projects involving any Owner intrusion into the Common Area must be approved by the Association Board prior to being submitted to the ARB.
 - d. Projects involving only common area changes must be submitted to the ARB from the Board of the Association.
2. Preliminary Design Approval; Preliminary Design review of plans may be required for construction, remodeling or landscaping of any housing unit and related improvements. A preliminary review does not reduce the 45 day final review period.
The Owner must submit the following to the ARB:
 - a. Ranch View Terrace site plan identifying the project site
 - b. Schematic site and floor plans, elevations, sections and details of the existing unit and of the proposed addition or modification of any exterior element or surface, and other such documents as may have been noted by the ARB upon concept approval.

Drawing requirements for this review may vary, but will include:

- i. Site/roof plan at 1/8” scale indicating lot lines, setbacks, driveways, fences, existing and proposed grades, roof plan with slopes, accessory structures, and mechanical equipment.

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- ii. Floor plans and sections at 1/8" scale or greater.
- iii. Elevations at 1/8" scale or greater indicating roof and siding materials, skylights, solar panels, and height of structures.
- iv. Optional renderings, etc., to communicate design intent.
- v. Elevations of adjacent units including all window locations.

After receipt of the above, the ARB may arrange a meeting with the applicant or applicant's designer to discuss the plans. Alternately, the ARB will respond with a letter identifying any aspects of the plans that do not conform to the Guidelines and/or need modification.

The ARB will:

- Submit the Preliminary Design package to the Campus Fire Marshal for review if necessary
- Post plans in the Faculty and Staff Housing Office and all Ranch View Terrace residents will be notified and invited to comment within ten working days. All comments will be held in confidence by the ARB.
- Respond to the applicant within thirty days of receipt of the Preliminary Application

3. Final Design and Technical Review: to obtain Final Design Approval, the Owner must submit the following to the ARB:

Two complete sets of the Final Working Drawings and Specifications, stamped by an appropriate design professional licensed by the State of California. The following must be included in this submittal. (A fee may be required with your application, as set forth in Attachment 9 to these Guidelines.)

- a. A roof/site plan at 1/8" scale, indicating lot lines, setbacks, driveways, fences, existing and proposed grades, roof plan with slopes, accessory structures, and mechanical equipment.
- b. Floor plans at 1/4" scale, accurately dimensioned
- c. Plumbing, heating air conditioning; and electrical plans (may be combined with floor plan).

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- d. Building elevations: All significant elevations at 1/4" scale; indicate wall and roof materials, gutters and chimneys, colors and textures, roof slopes, and overall building heights.
- e. Building sections, interior elevation details, and schedules, as required to build the proposed structure.
- f. Material specifications, where not included on drawings.
- g. Structural drawings: Foundation plan, floor framing plans, sections, and connection details. Indicate sizes, spacing, and grade of all structural members, nailing, and connectors.
- h. Any other drawings or calculations needed to demonstrate compliance with these Guidelines and applicable codes and laws.
- i. Any other documents noted by the ARB at the time of Preliminary Design Approval.
- j. Signed copy of "Working Drawings Final Approval Checklist" (Attachment 5), provided by the ARB at the time of Preliminary design Approval. The Owner applicant is responsible for all fees associated with required plan reviews and inspection. The checklist/agreement **may** require:
 - i. An independent review of Uniform Building Code and Title 24, by a consultant designated by mutual consent of the ARB and the applicant from a list of licensed consultants provided by the ARB.
 - ii. A plan check for quality control by an independent reviewer. The reviewer is selected by mutual agreement of the ARB and the Owner.
 - iii. Any other specific plan review (i.e., waterproofing) deemed necessary by the ARB that has been specified at the time of Preliminary Design Approval.
 - iv. Inspection services for compliance with the approved plans and specifications to include at a minimum: foundation, framing, roofing, flashing, waterproofing, drywall, mechanical and electrical. (See Attachment 6 for Inspection Record.) Any other specific inspection deemed necessary by the ARB will be determined on a case by case basis as a condition for Final Approval. Inspector to be selected from a list of qualified inspectors provided by the ARB and to be paid by Owner.

Upon receipt of two complete sets of materials from an applicant, the ARB will begin a 45 day review period of the working drawings.

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By the end of the 45 day period, the ARB will either approve, request modifications or disapprove the plans. If disapproved, the ARB will inform the applicant of the reasons for disapproval. Correspondence regarding timeliness of the ARB response should be directed to the Campus Building Official. Any re-submittal of plans after ARB disapproval begins a new 45 day review period.

If the application is approved, one (1) set of approved plans—bearing an ARB approval stamp—will be returned to the applicant. The second set will be retained by the ARB. At the same time, the applicant will be given an ARB permit which must be prominently displayed on the construction site until the work is complete. University staff or designee may inspect the work in progress and at completion.

C. Use of Common Area

If the proposed construction work will require the use of Common Area property—whether for purposes of transporting materials or the temporary storage of materials or otherwise— the ARB will notify the Association in writing that permission for such “right of entry” has been approved for the construction period. In such cases, as deemed necessary by the ARB, a security deposit or bond may be required from the contractor to assure that any damage to the Common Area property will be restored. If the proposed construction work will involve any encroachment on any Neighboring Parcel, the Owner(s) must enter into an agreement with the Owner(s) of the Neighboring Parcel respecting the use of such property, arrangements for indemnification, and the like.

D. Permit Process

Following Final Design Approval by the ARB the Owner must submit the following information and documents to the ARB prior to issuance of an ARB building permit:

1. Name and License Number of contractor
2. Copy of contract, including a “hold harmless clause” amendment for the University (see sample in Attachment 7).

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3. Proof of the following:

- a. Performance Bond;¹
- b. Payment Bond ²;
- c. Insurance in amounts and with terms meeting the standards promulgated from time to time by the ARB

4. Copy of “Ranch View Terrace Guidelines for Contractors” signed by the Owner and Contractor (see Attachment 10).

The Building permit will include a listing of required inspections noted in “Final Design Approval,” 3.j.iv, above, and any other specific inspections called for by the ARB. This also includes a sign-off on the final “back-check” by the independent reviewer.

Occupancy Permit and Final Project Approval is issued by the ARB following receipt of the following:

- Inspector’s written verification and/or inspection cards that work has been completed.
- Owner’s/contractor’s final reproducible “as-built” drawings showing all locations of alterations/changes to work and underground utilities.
- Campus Fire Marshal inspection may be required prior to occupying or reoccupying a unit. If required, it will be specified in ARB’s final approval notice.

E. Timing of Approved Construction

All work undertaken pursuant to ARB Final Design Approval shall be pursued diligently and shall be completed within twelve months of such approval.

If the scope of the work warrants a more extended completion period, the ARB may grant such extensions as are necessary. If construction pursuant to approved plans and specifications is not commenced within one hundred eighty (180) days of ARB approval, the building permit will be void and a new application must be submitted.

F. Building Code

¹ For the convenience of the Owner, the University is willing to waive the requirement for the performance and payment bonds. This waiver will be granted upon written request from the Owner. A sample request is shown in Attachment 8 and should also include a list of references for the contractor

² It is important to note that a contractor, subcontractor or supplier may place a “mechanic’s lien” on the Owner’s interest in the property and any improvements, should they not be paid in full by the Owner or the contractor. If a waiver of the bond requirement is requested, Owners are advised to seek legal advice on how to protect themselves from such actions.

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Plans should be prepared in accordance with the most current edition of the Uniform Building Codes adopted by the City of Santa Cruz and Title 24 of the California Administrative Code.

ATTACHMENT 1
[NOT USED]

ATTACHMENT 2

DESIGN STANDARDS

- A. Roof materials, ventilation details, colors and shapes to match existing roof vocabulary.
- B. Fenestration to match existing window shapes, material and color in casement or slider configurations.
- C. Skylight curb and flashing to match roof color, frame to match existing fenestration frame and preferred to be flat-glass profile instead of rounded or other shape, such as raised profile acrylic skylights. Rooftop skylights and solar equipment can create highly reflective surfaces, and will be approved only when exposure of such elements to adjacent units is minimal.
- D. Wall materials, trim shapes and colors to match existing siding and trim. Other building elements such as gutter and rainwater leader shape and size, soffit material, and eave overhang dimensions are also to match existing.
- E. Massing, building height and setbacks of additions to match existing massing and setbacks established in configurations of walls, fenestration, roofs and other building elements.
- F. Privacy of adjacent units to be respected in proximity and arrangement of new to existing fenestrations, outside areas, decks and other elements. For larger remodels, the ARB may require a ¼" scale model of the proposed construction and its contiguous block of units to be presented along with drawings, for review by the ARB.
- G. Deck railing is to match or compliment existing fence details.
- H. Flat roofs are strongly discouraged due to the difficulty in preventing water intrusion.
- I. Fencing to match detail in original fencing option available to purchasers at original sale of units.
- J. Any landscaping planted shall not exceed the height and location limits for fences.

ATTACHMENT 3
RANCH VIEW TERRACE ARCHITECTURAL REVIEW BOARD
CAPITAL IMPROVEMENT DEFINITION

The Architectural Review Board (ARB) reviews each request on a case by case basis. At the time a completed “Concept Application for Home Modification” is filed by an Owner, the ARB will determine if the modification qualifies as a “Capital Improvement.” Capital Improvements typically add new square footage to a unit, or provide long-term upgrade or improvement of the structure or the unit, such as built-in custom cabinetry or hardwood floors. Certain “luxury” items, which may be more a personal preference than added value to a home, may or may not be allowed by the ARB as capital improvements.

For those improvements that the ARB has determined would qualify as a Capital Improvement, the request for Capital Improvement credit will be based on the following criteria:

1) **ADDITIONAL SQUARE FOOTAGE**

For improvements that add new square footage to a structure:

The ARB will allow the addition of the cost of the actual design and construction of the remodel/improvement as long as the Owner has submitted documentation of costs to the ARB for certification within three months of completion of work and that it is in keeping with the goal of resale affordability and compatibility with other campus homes.

2) **OTHER IMPROVEMENTS**

For those improvements that do not add new square footage to a structure, the Owner will be granted an amount up to the actual cost of the improvement. In the case of upgrades such as hardwood floors, in lieu of carpet, credit will be granted based on the cost of installed new hardwood floors minus the cost of replacement of carpet. That amount is added to the value of the home, less deferred maintenance.

ATTACHMENT 4
CONCEPT APPLICATION FOR HOME MODIFICATION
RANCH VIEW TERRACE ARCHITECTURAL REVIEW BOARD

DATE OF APPLICATION:

NAME OF APPLICANT(S)/OWNERS:

SIGNATURE OF APPLICANT/OWNER:

ADDRESS OF PROJECT/PROPERTY:

BRIEF DESCRIPTION OF PROJECT SCOPE: (attach rough sketch if possible)

INTERIOR MODIFICATIONS	Yes	No
EXTERIOR MODIFICATIONS	Yes	No
ADDITIONAL LIVING SPACE/SQUARE FEET If yes, estimated square feet additional	Yes	No

BUDGET ESTIMATE OF PROJECT:

DO YOU INTEND TO SEEK ARB APPROVAL FOR THIS MODIFICATION AS A CAPITAL IMPROVEMENT? (TO ADD COST OF PROJECT TO VALUE OF YOUR HOME.)

Yes

No

PROJECT TO BE DESIGNED BY (if known at present time):

Licensed professional Yes No

Name and Address:

**RANCH VIEW TERRACE ARCHITECTURAL REVIEW BOARD
WORKING DRAWINGS FINAL APPROVAL CHECKLIST**

Owner:
Address:
Project:

ARB APPROVAL

Comments:
Signature for the ARB:
Date:

INDEPENDENT PLAN CHECK (Attach plan check correspondence)

Review Complete
Rechecked/Accepted

CAMPUS FIRE MARSHAL APPROVAL

Comments:
Signature:
Date:



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• POST THIS CARD AT THE JOB SITE •

RANCH VIEW TERRACE INSPECTION RECORD

ATTACHMENT 6
FACULTY FOR SALE HOUSING

Project Address _____

 Parcel Number _____
Owner's Name _____
 Address _____
 City/State/Zip _____
 Telephone _____

Contractor's Name _____
 Address _____
 State License # _____
 City Business License _____
Architect or Engineer _____
 Address _____
 License # _____

Inspection Date: Inspector:

1 FOUNDATIONS	SETBACK		
	TRENCH		
	REINFORCING		
	FOUNDATION WALL & WEATHER PROOFING		

ABOVE MUST BE SIGNED PRIOR TO PLACING CONCRETE.

Other: _____

2 CONCRETE SLAB FLOOR	ELECTRICAL (Groundwork).....		
	PLUMBING (Groundwork).....		
	GAS PIPING (groundwork).....		

COVER NO WORK UNTIL ABOVE HAS BEEN SIGNED.

3 MEP INSPECTION	ROUGH ELECTRICAL		
	ROUGH PLUMBING		
	ROUGH GAS PIPING		
	ROUGH HEAT. & VENT		
	ROUGH FIRE ALARM		

ABOVE MUST BE SIGNED PRIOR TO FRAMING INSPECTION.

FRAMING _____

COVER NO WORK UNTIL ABOVE HAS BEEN SIGNED.

4 PLYWOOD NAILING	SHEAR		
	SLIDING		
	ROOF		
	OTHER (SPECIFY)		

COVER NO WORK UNTIL ABOVE HAS BEEN SIGNED.

Inspection Date: Inspector:

5 INTERIOR	WALLBOARD		
	WALLBD. FINISH		

6 -EXTERIOR	SIDING		
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7 MISCELLANEOUS	ROOFING		
	SEWER		
	REFRIGERATION		
	ELECTRICAL UNDRGRND.		

8 FINAL	ELEC. FIXTURES		
	PLUMB.FIXTURES		
	GAS PIPING		
	HEATING/ VENT.		
	FIRE ALARM		
JOB COMPLETED			

CAMPUS FIRE MARSHAL INSPECTIONS:

_____ Date

_____ Date

APPROVED TO OCCUPY _____ Date

INSPECTOR MUST DATE AND SIGN ALL SPACES PERTAINING TO THIS JOB

ATTACHMENT 7

Amendment to Construction Contract-SAMPLE

In reference to the _____ (agreement) made by and between
_____ (“Owner”) and _____
 (“Contractor”) and dated _____, such agreement is hereby amended to include
the following conditions.

1. The Contractor agrees to hold harmless, and in any contract with any subcontractor agrees to provide that the subcontractor will also hold harmless, The Regents of the University of California (the “Regents”), the Ranch View Terrace Association, and The Ranch View Terrace Architectural Review Board from any claim, cost, liability, or loss arising from personal injury, death, or property damage resulting from any willful or negligent act, error, or omission of the Contractor or subcontractor.
2. The Contractor agrees that in the event the owner fails to perform his or her contract with the Contractor, the Contractor will, upon the request of the Regents, recognize the Regents as Owner’s assignee under the same terms and conditions as in Owner’s contract with the Contractor.
3. The Owner and Contractor recognize The Regents as a third-party beneficiary to this contract, and The Regents are entitled to instigate or intervene in any action or proceeding to enforce its provisions.

The undersigned agree that the terms of this amendment are made effective as of
_____ (date of contract).

Date

Owner

Contractor

Attachment 8

Sample Performance and Payment Bond Waiver

Date _____

_____, Chair
Ranch View Terrace Architectural Review Board

Dear _____,

We would like to request a waiver of the performance and payment bond requirement for construction of _____ at (address of property). In support of this request, we have included a brief resume, including references, from _____, the contractor.

Sincerely,

(property owners/applicants)

**ATTACHMENT 9-
ARCHITECTURAL REVIEW BOARD FEE SCHEDULE**

The Fee schedule is based on actual costs of outside plan check and construction inspections, and campus project management and fire safety review. They are subject to change and the Owner should check during Preliminary Application for current fee estimate.

Example of Fees for Kitchen Remodel in Cardiff Terrace in 2006

ARB Design review/construction permit.	No charge
Landscaping review	No charge
State Fire Marshall review	\$250
Construction Document Plan Check	\$500
Construction Inspections	\$200/hour
Campus Project Management	\$1,500-\$2,000

Project costs may vary depending on size, complexity, etc.

ATTACHMENT 10-RANCH VIEW TERRACE GUIDELINES TO CONTRACTORS

DEFINITIONS:

- Owner: Residence owner
- Ranch View Terrace Architectural Review Board: referred to as ARB
- Project Manager: Representative from University Physical Planning and Construction
- Owner's Representative: Owner's architect/engineer/designer
- Association Representative: President of the Homeowners Association or Designee.
- Inspector: Licensed building inspector hired by the Project Manager

1. SUBCONTRACTORS

- A. Contractor shall provide to Project Manager, prior to commencement of the work, a list of all subcontractors to be used to perform the work.

2. PROTECTION OF PERSONS AND PROPERTY

- A. Contractor shall take adequate precautions for the safety and protection of persons and property in the areas of the work.

3. USE OF SITE AND CLEAN UP

- A. Contractor shall confine operations to areas permitted by the ARB (and the Association, if the Common Area is included) and keep the project site clean and free from unreasonable accumulation of excess dirt, materials, or waste caused by the Contractor. Use of existing on-site dumpsters is not permitted. Contractor is to provide own dumpster.

4. CARE OF PRESENT BUILDINGS, GROUNDS AND UTILITIES

- A. Contractor shall be held responsible, so far as Contractor's operations are concerned, for the care and preservation of the adjacent premises, plant life, landscaping, utilities, walks, streets and contiguous property. Any parts of them injured, damaged, or disturbed because of Contractor's work shall be promptly repaired, replaced, or cleaned to the satisfaction of the ARB and the Association at Contractors expense. Special inspections of this repair/replacement work may be required (i.e., for water damage).
- B. Any and all existing roads, curbing, utility poles, underground utility lines, etc., damaged by the Contractor in the execution of this Contract shall be restored to former condition by Contractor to the satisfaction of the ARB and the Association at no change in the Contract price.
- C. Utility shutdowns require 10 working days prior notice whenever possible. Notification should be given in writing to the Faculty and Staff Housing Office. Disrupted utilities shall be restored to service promptly by continuous effort, including overtime, at no cost

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to the Association. Permanent repairs may be delayed to normal hours if temporary service restoration meets health, safety, and campus operational requirements.

- D. If any structure or utility is damaged, Contractor shall take appropriate action to ensure the safety of persons and property.

5. SURROUNDING SITE CONDITION SURVEY

- A. Prior to commencing the work, Contractor, Project Manager, and Owner's Representative (and Association Representative if Common Area is included) shall tour the project site together to examine and record damage to existing adjacent buildings and improvements. This record shall serve as the basis for determination of subsequent damage due to Contractor's operations and shall be signed by all parties making the tour. Any cracks, sags, or damage to the adjacent buildings and improvements not noted in the original survey, but subsequently discovered shall be reported to the Owner's Representative, Project Manager, and Association Representative.

6. PUBLIC SAFETY AND CONVENIENCE

- A. Protection and Obstruction: Contractor shall at all times conduct Contractor's work so as to insure the least possible obstruction to traffic and inconvenience to pedestrians in the vicinity of the work, and to insure the protection of persons and property. No road, street, walkway, nor building corridor shall be closed except with the permission of the Association Representative. Minimum prior two weeks written notice to Association Representative care of the Faculty and Staff Housing Office required for road closure.
- B. Fire Safety: Fire hydrants on or adjacent to the work shall be kept accessible to fire fighting equipment and personnel at all times.
- C. Temporary Provisions: Temporary provisions shall be made by Contractor to ensure the use of sidewalks, paths, and the proper functioning of all gutters, sewer inlets, drainage ditches and culverts, and natural water courses.

7. FIRE PROTECTION

- A. Burning: No burning of any kind will be permitted on the site without written permission of the Association.
- B. Spark Arresters: No person shall use or operate any internal combustion engine which is operated on hydrocarbon fuels on any forest, brush or grass covered lands without providing, and maintaining in effective working order, a spark arrester approved by the Division of Forestry attached to the exhaust system. Motor trucks, truck tractors, buses and passenger vehicles, except motorcycles, are not subject to the provisions of this paragraph provided the exhaust system is equipped with a muffler as defined in the vehicle code. Spark arresters affixed to the exhaust system of engines or vehicles, as

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described in the vehicle code, shall not be placed or mounted in such a position as to allow flames or heat therefrom to ignite any flammable material.

- C. Shovels for Fire Protection: All mobile equipment, including trucks, tractors, bulldozers, and other mobile equipment, shall be equipped with serviceable shovels for use in fire protection. Common carriers are exempt from this paragraph.
- D. Area Fire Protection: No person shall use or operate any motor engine, boiler, stationary equipment, welding equipment, cutting torches or grinding devices from which a spark, fire or flame may originate without first clearing away all flammable materials, including snags, from the area around such operation for a distance of 10 feet and without maintaining a serviced 10 lb. Multipurpose (ABC) fire extinguisher ready for use at the immediate area during the operation. In the use of tarpots in roofing operations, two 10 lb. (ABC) fire extinguishers are required; one on the roof and one in close proximity to the tarpot. The extinguisher(s) must display California State Fire Marshal's extinguisher service tag indicating that the extinguisher(s) have been serviced within the current year.
- E. Gasoline Powered Saws: No person shall use or operate any gasoline powered saw unless such saw is operated at least 50 feet from any flammable material, without providing and maintaining at location of use or operation of said equipment for fire fighting purposes, one serviceable fire extinguisher, or, in lieu thereof, one serviceable shovel.

8. TEMPORARY SANITARY FACILITIES

- A. Contractor shall provide and maintain sanitary facilities and enclosures. Existing sanitary facilities may be used with permission of the Owner.

Contractor shall maintain sanitary facilities in clean, sanitary condition and secured after working hours.

9. BARRIERS AND FENCING

- A. Contractor shall provide barriers or fencing to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage. This is particularly important in this neighborhood with many children.

10. SECURITY

- A. Contractor shall provide security and facilities to protect work, and existing facilities from unauthorized entry, vandalism or theft.
- B. The Association nor University will not accept any responsibility for damage or loss of Contractor's equipment or materials stored on any project related site caused by vandalism, nature, or otherwise, suffered by Contractor. Protection of all construction, equipment, stores, and supplies shall be the sole responsibility of Contractor.

11. MATERIALS STOCKPILING

- A. Areas as close as practicable to the work area will be designated by Owner's Representative for stockpiling of materials. Materials shall not be stockpiled in the Common Area except at sites approved by the Association Representative.
- B. Materials that must be sheltered for proper storage shall be stored in Contractor furnished temporary structures to be located on sites approved by the Association Representative if those sites are in the Common Area.

12. ACCESS ROADS

- A. Designated existing access roads on the project site may be used for construction traffic. Extra caution should be taken to watch for children.

13. PARKING

- A. Limited on-site parking may be arranged by agreement of the Owner and the Association Representative. For all other parking the Contractor shall purchase an "A" Lot Parking Permit with a "Construction Site" designation from the UCSC Parking Office. A separate permit is needed for each vehicle.

14. PROGRESS CLEANING

- A. Contractor shall maintain areas of the work free of waste materials, debris, and rubbish. Contractor shall maintain project site in a clean and orderly condition.

15. REMOVAL OF TEMPORARY UTILITIES, FACILITIES, AND CONTROLS

- A. Contractor shall remove temporary above grade or buried utilities, equipment, facilities, materials, and controls prior to final inspection.
- B. Contractor shall clean and repair damage caused by installation or use of temporary work by the time of the final Fire/Occupancy Permit Inspection.

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16. FINAL CLEANING

- A. Contractor shall execute final cleaning prior to final inspection.
- B. Contractor shall clean interior and exterior surfaces exposed to view.
- C. Contractor shall replace filters in operating equipment.
- D. Contractor shall remove waste and surplus materials, rubbish, and construction facilities from the project site.

17. INSPECTION

- A. The Inspector will make inspections at various times throughout the progress of the project. These inspections will include all applicable code compliance items and any other items the Project Manager deems necessary to assure compliance with the Contract Documents. A record of these inspections will be made by the Inspector and provided to the Project Manager.
- B. The Contractor shall not proceed to cover up completed work until said work has been inspected by the Inspector and has been approved by the Inspector as being satisfactory.

18. RECORD DOCUMENTS

- A. Contractor shall maintain on project site, one set of Contract Documents to be utilized for record documents.
- B. Upon project completion, documents should be submitted to the Inspector for as-built drawings.

19. HOURS OF OPERATION

- A. No work, including deliveries to be performed on the site before 8:00 a.m., after 5:00 p.m., or on Saturdays, Sundays, or University holidays, without prior written authorization of the Association Representative.

20. DOGS

- A. Contractor and contractor personnel shall not bring dogs to the job site.

21. RADIOS/CD/TAPE PLAYERS

- A. Amplified music shall not be permitted at the job site

22. CONDUCT OF CONTRACTOR'S PERSONNEL

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A. The Contractor shall at all times maintain discipline among personnel employed at or having business at the construction site, including during meal and break periods. The Contractor shall act promptly to correct conduct which the Project Manager, Owners' Representative or Association deems intimidating, offensive, or hostile to Ranch View Terrace residents, visitors, students, or University Faculty or Staff, such as: whistling or staring at, calling to, or commenting on persons passing the site (whether intended as complimentary or offensive); making obscene gestures; making or displaying offensive drawings, graffiti, or photographs; making propositions or invitations for dates or sex; or making racially, sexually, or ethnically related remarks or jokes. The Contractor shall inform all personnel of this policy.

23. CHANGES TO APPROVED PLANS

Any changes which significantly alter the exterior or interior plans must have been approved by the ARB.

24. HABITAT CONSERVATION PLAN.

No part of any Residence, Residential Lot or Common Area shall ever be used or allowed, authorized or caused to be used in any way, directly or indirectly, in violation of the Habitat Conservation Plan of Ranch View Terrace.

SIGNED:

Owner's Signature/Date

Contractor's Signature/Date