

MILLWOOD DESIGN GUIDELINES

GENERAL BUILDING DESIGN STANDARDS As Amended on January 24, 2023

1. **AUTHORITY OF THE DESIGN REVIEW COMMITTEE**

In accordance with Article V of the Millwood Declaration of Covenants, Conditions and Restrictions, the Design Review Committee, hereinafter (“DRC”) has the authority to regulate and approve any and all construction, reconstruction, landscaping, excavation or other alteration to topography, exterior additions, changes or alterations to any building, roof and shingle replacement, structure, wall or fence, including without limitation, the nature, kind, shape, height, material, exterior color, exterior painting, surface texture and location of any change or improvement.

The Design Review Committee requires drawings and plans that can be easily understood. All designs must reflect traditional or transitional architecture. The DRC will consider other designs. Plans which are not designed by licensed architects will require special approval from the DRC. The DRC has full power over all construction plans, and their ruling will be final.

2. **SAN POPPI ARCHITECTURAL CONTROL**

San Poppi will be a community of European inspired architecture within Millwood. The exterior architecture in San Poppi will be controlled by the DRC, and their decision will be final.

3. **SIZE OF RESIDENCES**

A. **Phases I, II, III, IV and St. Andrews**

- i. It is expected that single story residences will have a minimum area of heated space of 2,000 square feet, one and one-half or two-story residences shall have a minimum area of heated space of 3,000 square feet. Basements, attic space, screened porches, loggias, decks, verandahs, patios and garages are not included in the square footage assessments, even if these areas are heated.

B. **San Poppi.**

- ii. Single-story residences will have a minimum area of heated space of 1,800 square feet, one and one-half or two-story residences shall have a minimum area of heated space of 2,500 square feet. Basements, attic space, screened porches, loggias, decks, verandahs, patios and garages are not included in the square footage assessments, even if they are heated.

4. **SETBACKS & FOUNDATIONS**

Residences shall adhere to minimum setback requirements established by governmental regulations, or as prescribed by these design guidelines, whichever is more restrictive.

A. The main structures in Phases I, II, III and IV shall be set back a minimum of:

- i. Twenty-five feet (25') from the front property line.
- ii. Ten percent (10%) of lot width for each side, from the side property lines. Cul-de-sac lots require ten feet (10') from side property lines. Corner lots require twenty-five feet (25') from the street side property lines.
- iii. Forty feet (40') from the rear property line (NOTE: the DRC may require additional rear setbacks on lots that border the golf course).

B. The main structure in San Poppi shall be set back a minimum of:

- i. Twenty-five feet (25') from the front property line.
- ii. Six feet (6') from side property lines. Corner lots require twenty-five feet (25') from the street side property lines.
- iii. Twenty-five feet (25') from the rear property line (The architectural control committee may require additional rear setbacks on lots that border the Golf Course).
- iv. Configurations where the rear of lot “A” touches the side of lot “B”, lot “A” shall have a rear set back of 15 feet.
- v. Lot that’s rear side touches a green space other than the golf course, shall have a rear setback of 20 feet.

C. The main structures in St Andrews shall have set backs as defined on the recorded plat of the St Andrews Club at Millwood or any recorded amendment thereof.

D. All lots must be brought to grade, after foundation is set and before framing. All topsoil and fill dirt must be removed off the lot. (No exceptions)

5. **GARAGES AND PARKING SPACES**

Each residence shall contain parking spaces within the site for at least two automobiles in a private, fully enclosed garage, with functional doors. The interior walls of any garage must be finished like other rooms of the building. No garage may have an entry facing directly onto the street without written approval of the DRC. NO CARPORTS WILL BE ALLOWED.

6. **CONSTRUCTION FENCING**

A construction fence (and/or hay bales) must be in place to contain all construction materials and to prevent use of adjoining lots.

7. **DRIVEWAYS/WALKS**

To be curved/angled (if lot size will permit) to avoid linear monotony. All driveways and walks shall be constructed of either tinted concrete, stamped concrete, exposed aggregate concrete, or other approved material. Stamped concrete or exposed aggregate borders for drives or walks are permissible. Plain concrete drives or walkways may be allowed if bordered with stamped or decorative concrete anywhere in Millwood Phases I, II, III and IV and San Poppi, but not in St Andrews.

8. **EXTERIOR WALLS**

A. Exterior walls must substantially consist of brick, stone, and/or stucco (synthetic plaster-e.g. Dryvit). Wood may also be used when in a well-chosen combination of brick, stone, and stucco, or as an accent material. A combination of no more than three (3) different materials may be used. The DRC reserves the right to deny approval of any exterior plans not considered to be in good architectural taste.

B. Color combinations are required for approval by the DRC.

C. The main entry should contain more detail than other openings, but remain consistent in styling.

D. Masonry or stone facing used in combination as a veneer material on the front of the residence should return around a corner to a logical point of termination, such as an inside corner.

E. Gutters and downspouts shall be used at all eave lines unless deemed inappropriate and should be either aluminum or copper material. Galvanized material is not permitted.

9. **VENTING**

A. No form of venting shall be located or placed on the front elevation, or any elevation where such can be seen from the street.

B. Skylights shall not be permitted on front elevations.

10. **ANTENNAE/SATELLITE DISHES AND FIBER OPTIC CABLING/INTERNET CONNECTIVITY:**

Except as otherwise prohibited by law, the regulation of satellite dishes is as follows: No satellite dishes of any kind for the reception or transmission of television, radio, microwave, internet or other similar signals shall be placed or maintained freestanding upon any Lot or Tract. Satellite dishes must not be attached to the roof or front of a residence and not be visible to the Golf Course or Common Areas. Each residence is permitted to install a maximum of two satellite dishes. Any variances from the above must be approved by the DRC

11. **SOLAR PANELS**

Any solar device or panels must be approved by the DRC

12. **SCREENING**

All mechanical equipment, meters, trash containers, etc. shall not be located in front of any residence, and will be fully screened from the view of the public, both street and golf sides, in a manner and at a location approved in writing by the DRC.

13. **ROOFS/FASCIAS**

A. **Phases I, II, III, and IV**

i. Main structure will have a pitch of 9/12 or greater.

ii. Will incorporate materials such as cedar shakes, cedar shingles, slate, fired tile, and architectural composition shingles and subject to approval by the DRC

iii. Standard three (3) tab shingles are not permitted.

iv. All replacement roofs must be approved by the DRC

- B. **San Poppi.**
- i. Main structure will have a pitch of 6/12 or greater.
 - ii. Will incorporate materials such as fired tile, slate, or other materials approved by the DRC. Architectural composition and standard three (3) tab shingles are not permitted.
 - iii. Rafters and fascia on focal points or house front shall be of cedar with appropriate stain/protectant. Rolex or like material is acceptable behind guttered areas.
 - iv. All replacement roofs must be approved by the DRC

- C. **St Andrews**
- i. Main structure will have a pitch of 9/12 or greater.
 - ii. Will incorporate materials such as cedar shakes, cedar shingles, slate, fired tile, and architectural composition shingles and subject to approval by the DRC
 - iii. Standard three (3) tab shingles are not permitted.
 - iv. All replacement roofs must be approved by the DRC
 - v. All roofs in St Andrews will have split pitch roofs.

14. **MAILBOXES**

Property Owners will use the Millwood designated mailboxes. Individual mailboxes are not allowed.

15. **WALLS AND FENCES**

Walls and fences should reflect the architecture of the residence. All walls and fences should be designed to flow with the total surrounding area and not block views. Special consideration should be given to the design, placement, and view of the wall or fence from neighboring home sites. Fences and walls should be considered only as design elements to enclose and define courtyards, pools, and other private spaces, and to not enclose the full perimeter of the rear or front yard areas. All walls and fences must be approved by the DRC prior to installation. It is recommended that walls be constructed of solid masonry or wrought iron style columns, using the same materials as found in the architecture of the residence. No chain link or welded wire fencing will be permitted. Maximum height of walls and fences is six feet (6'). No fencing may go beyond the rear corners of any home. No fencing will be allowed within twenty-five feet (25') of any boundary of the golf course. This rule also applies to patios, decks, and pools. Retaining walls, which attach to the residence, should utilize the same materials as the wall to which they adjoin. Crosstie timber walls may be used if set apart from the residence.

16. **DRAINAGE**

A proper drainage plan for individual home sites is an important part of the overall plan for the community. Water runoff from each individual building site must be handled by adequately sloping all areas so that runoff is directed to the natural drainage areas or storm drainage facilities of each lot owner. A drainage plan must be incorporated when the landscaping plan is submitted for approval. Directional arrows may be used on the landscaping plan to illustrate the drainage plan.

17. **DECKS**

Decks and their supports should use materials that relate to the residence. It is required that the support columns (12" x 12" minimum) be built with the same or complimentary materials as the house. The deck railing design should reflect creative detail.

18. **PATIOS**

Should reflect creative design and detail. The floor (walking surface) should use materials that relate to the residence.

19. **OUTSIDE EQUIPMENT**

All boats and recreational and commercial vehicles must be kept in a garage or other structure designed in keeping with the architecture of the residence. The DRC must approve the locations of all recreation equipment, playground sets, or yard structures before installation. Yard structures of any type (i.e., statues, furniture) are not permitted in the front or side yards. In the case of a corner lot or lot bordering the golf course, any equipment to be installed in the rear yard must be screened by landscaping or fencing from public view. If any garage space is insufficient for the storage of trash containers, outside enclosures must be provided and screened by fencing or landscaping. The DRC will review each residence for aesthetic quality, and may request further drawings or materials to explain the design intent.

20. **TREES/SHRUBS/LANDSCAPING**

No trees four inches (4") or over in caliper can be removed within twenty-five feet (25') of the golf course boundary, without DRC permission. In the event a tree requires removal it must be replaced with the equivalent or a similar species. Rear yards of homes adjacent to the golf course require landscape treatment commensurate with that of the front yard. All grassed areas shall be provided with underground irrigation systems.

21. **SWIMMING POOLS**

No above ground swimming pools are allowed, and any swimming pool must be designed and engineered in compliance with applicable codes. Swimming pools, if any, should be visually connected to the residence through walls or courtyards and screened or separated from direct view of the street, golf course, or neighboring properties.

22. **TENNIS COURTS**
No Tennis courts will be allowed.
23. **UNDERGROUND WIRING**
All exterior wiring shall be installed underground. Electric transformer, telephone and cable TV pedestals should be landscaped in a manner to shield such facilities from view.
24. **HOLIDAY LIGHTING**
Holiday, seasonal and other decorative lights may be temporarily placed on residences and properties between November 1st and January 31st of the following year, after which they must be removed until the following season.
25. **GARBAGE REMOVAL**
Each owner is required to contract for garbage removal services with the company designated by the Millwood Property Owners Board of Directors and not with any other company.
26. **OUTSIDE LIGHTING.**
No spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any Lot or Tract or any structure erected thereon which in any manner will allow light to be directed or reflected on the Common Areas, any adjoining Lot or Tract, or the Golf Course. Any such installation of lighting shall also comply in all respects with any applicable ordinances, rules and regulations of the governing local municipality and county, as the same may be amended from time to time. Other types of low intensity lighting which do not disturb the Owners or other Occupants of the properties may be allowed.

MILLWOOD BUILDER REGULATIONS

All builders must be approved by the DRC before they are authorized to build in Millwood.

1. A separate document for builder information and qualification must be completed and approved by the DRC.
2. The committee's decision on builder approval is final.
3. For new construction in Millwood, a twenty-five hundred dollar (\$2,500.00) building security deposit payable to Millwood Property Owners Association is required with each building plan request, and must accompany the plans when submitted to the DRC. If the plan is not acceptable, the deposit will be returned with the plans.
4. The DRC is authorized to deduct five hundred dollars (\$500.00) from the \$2,500 deposit for job site inspection fees upon plan approval.
5. Any Millwood General Building Design standards not followed through the construction process, and/or any violation of the standards by which the owner after violation notification does not remedy the problem in a timely manner, the committee may correct the problem and charge the lot owner with the cost to correct the problem.
6. If payment of any violation is not received by the DRC within 30 days of charge date, the committee is authorized to deduct the violation charge from the remaining \$2000 deposit.
7. The remaining two thousand dollar (\$2,000.00) deposit (less any violation deductions) will be refunded at the end of construction, at time of certificate of occupancy.
8. For new construction in St Andrews, in addition to the twenty-five hundred dollar (\$2,500.00) building security deposit payable to Millwood Property Owners, an additional seventy five hundred dollar (\$7,500) building security deposit payable to St Andrews Property Owners Association is required with each building plan request, and must accompany the plans when submitted to the DRC. If the plan is not acceptable, the deposit will be returned with the plans.
9. The DRC is authorized to deduct five hundred dollars (\$500.00) from the \$7,500 deposit for St Andrews private road use and maintenance fee upon plan approval.
10. The remaining seven thousand (\$7,000) dollar deposit (less any deductions for violation of the St Andrews club at Millwood's declaration of covenants, conditions, restrictions and/or bylaws) will be refunded at the end of construction at the time of certificate of occupancy

**DESIGN REVIEW
PROCEDURES**

1. **REVIEW OF PLANS**

All Millwood Property Owners Association assessments for all lots owned by the applicant, or any related entity of the applicant, must be paid in full as a condition precedent to any application being reviewed or granted by the DRC. Commencement of, or continuing with, construction without payment in full of all assessments, even if Design Review approval is given, shall constitute violation of these guidelines and subject the violator to the penalty provisions contained in Article V, Section 9, of the Declaration of Covenants, Conditions and Restrictions filed November 7, 2002. A member that owns multiple lots may not avoid this requirement by transfer of the ownership of a lot to a separate entity which shares any common or related ownership with the member.

The DRC shall conduct reviews of plans during its regular meetings. The DRC will respond in writing within five (5) days after the review. Any responses an owner may wish to make in reference to issues contained in the DRC's notice following the review of submitted plans must be addressed to the design review committee in writing.

Submission to the City of Springfield Regulatory Authorities for building permits should not be made until preliminary plans have been approved by the DRC. Site clearing and grading can begin after preliminary approval and proper governmental clearances have been granted. Actual construction starts, such as excavating or concrete foundations, should not commence until final plans have been approved by the DRC.

2. **PRE-DESIGN MEETING**

Prior to preparing preliminary plans for any improvement, it is required that the owner and/or his architect or builder meet with a DRC member to discuss proposed plans, and to explore and resolve any questions regarding building requirements in Millwood. This informal review is to offer guidance prior to initiating preliminary designs.

3. **PRELIMINARY SUBMISSION**

Preliminary plans, including the New Home Design Review Submittal Form that can be found at www.millwoodpoa.com and all of the exhibits outlined below, are to be submitted to the DRC after the pre-design meeting.

A. All preliminary plans shall include:

- i. Site plan showing site boundaries and dimensions; topography; major terrain features including rock outcroppings and drainage ways, and indicating all specimen trees and major vegetation; highlighting those plant materials which will be removed during construction or that are within twenty feet (20') of the proposed improvements. The site plan shall also show setbacks, easements, and any other site restrictions that may affect design along with the location of utility connections.
- ii. Site plan showing the location of the outline, location of the residence, and all buildings or major structures, driveways, and parking areas. Also, a grading plan including existing and proposed topography.
- iii. Roof plan and floor plans.
- iv. All exterior elevations with both existing and proposed grade lines at the same scale as the floor plans.
- v. Indication of all exterior materials and colors.
- vi. The "Prior to Construction Property Verification and Inspection Form" and "Certificates of Insurance" must be turned in to the DRC Chair before beginning construction.

B. Any accessory improvements contemplated on the site must be shown on the preliminary submission.

C. Any other drawings, materials, or samples requested by the DRC.

D. If required by the DRC, information necessary to qualify the builder, including experience and financial data will be submitted.

E. If requested by the DRC in its evaluation of the preliminary plans, the owner shall provide preliminary staking at the locations of the corners of the residence or major improvement, and at such other locations as the DRC may require.

F. All preliminary plans must be submitted to the DRC a minimum of two weeks prior to the DRC's regular monthly meeting.

4. **FINAL SUBMITTAL AND REVIEW**

After preliminary approval is obtained from the DRC, the following documents are to be submitted for final approval:

- A. Plans shall include:
 - i. An approximate time schedule indicating starting and completion dates of construction, utility hook-ups, landscaping work and anticipated occupancy date.
 - ii. Site plan showing the location of the residence and all buildings or major structures, driveways and parking areas, and a grading plan including existing and proposed topography.
 - iii. Roof plan and floor plan.
 - iv. If requested, samples of all exterior materials, including colors and window and glass specifications. All samples must be identified with manufacturer's name, color and/or number.
 - v. All exterior elevations with both existing and proposed grades shown.
 - vi. Details of exterior decks or patios.
 - vii. Complete site and landscape plan on same scale as site plan, showing proposed plans and sizes thereof, driveway, decorative features, lighting, etc. if not shown elsewhere on architectural plans. Also, an indication of the area wherein storage of materials and debris will be confined.
 - viii. Exterior building corners of the proposed residence or other structures and other major improvement areas, including the driveway location if requested by the DRC, shall be staked on the site for the DRC's inspection. All plants proposed for preservation, transplanting, or removal shall be flagged.
 - ix. All final plans must be submitted to the DRC a minimum of two weeks prior to the DRC's regular monthly meeting.
 - x. Final approval by the DRC shall be issued in writing. However, at least three (3) days prior to commencement of construction or any other on-site work, the owner shall notify the DRC so that it can make a visual inspection of the accordance with the final plans approved by the DRC.

5. **SUBSEQUENT CHANGES**

Additional construction, landscaping, roof replacement or other improvements to a residence or site and/or any changes after completion of an approved structure must be submitted to the DRC for written approval prior to making changes and/or additions.

The committee's decision on Subsequent Changes is final.

Any damage and scarring to other property, including, but not limited to, open space, common space, the golf course, other sites, roads, driveways, and/or other improvements incurred during the Subsequent Changes and/or any violation of the Millwood Design Standards by which the owner after violation notification does not remedy the problem in a timely manner, the committee may correct the problem and charge the lot owner with the cost to correct the problem.

If payment for the violation is not received by the DRC within 30 days of the charge date, the POA shall have the right to place a lien on the property per the damage assessment.

All plans for subsequent changes must be submitted to the DRC.

6. **RESUBMISSION OF PLANS**

In the event of any disapproval by the DRC of either a preliminary or a final submission, a resubmission of plans shall follow the same procedure as an original submission.

7. **WORK IN PROGRESS-INSPECTION**

The DRC may inspect all work in progress and give notice of non-compliance. Absence of such inspection or notification during the construction period does not constitute either approval of the DRC with work in progress, or compliance with these design guidelines or the declaration.

8. **COMPLETED WORK**

A. Upon completion of any residence or other improvement for which final approval was given by the DRC, the owner shall give written notice of completion to the DRC. Additionally, the owner and/or builder shall submit the "Improvement Completed Property Verification and Inspection" form to the Chair of the DRC stating the construction and/or improvements are complete and in conformance with the approved plans and specifications of the DRC.

B. Within such reasonable time as the DRC may determine, but in no case exceeding ten (10) days from receipt of such

written notice of completion from the owner or their duly authorized representative, it may inspect the residence and/or improvements. If it is found that such work was not done in strict compliance with the final plan approved by the DRC, they shall notify the owner in writing of such non-compliance within five (5) days after its inspection, specifying in reasonable detail the particulars of non-compliance, and shall require owner to remedy the same.

- C. If, upon the expiration of thirty (30) days from the date of such notification by the DRC, the owner shall have failed to remedy such non-compliance, the DRC shall notify the owner, and shall take such action to remove the non-complying residence and/or improvements as is provided in the design guidelines or the declaration, including, without limitation, injunctive relief or the imposition of a fine as may be prescribed by the declarations.
- D. After receipt of written notice of completion from the Owner, if the DRC fails to notify the owner of any failure to comply within the provided period following DRC's inspection, the residence and/or improvements shall be deemed to be in accordance with the final plan. The Security & Damages Deposit, or any remaining portion, will be refunded at the end of construction at the time of certificate of occupancy.

9. **NON-WAIVER**

The approval by the DRC of any plans, drawings, or specifications for any work done or proposed, or in connection with any other matter requiring the approval of the DRC under the design guidelines or the declaration, including a waiver by the DRC, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification, or matter whenever subsequently or additionally submitted for approval.

10. **RIGHT OF WAIVER**

The DRC reserves the right to waive or vary any of the procedures of standards set forth herein at its discretion, for good cause shown.

11. **COMMENCEMENT OF CONSTRUCTION**

Upon receipt of approval from the DRC, the owner shall, as soon as practicable, satisfy all conditions thereof, if any, and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations pursuant to the approved plans. The owner shall satisfy all conditions and commence the construction, reconstruction, refinishing, alterations, and excavations pursuant to the approved plans within one (1) year from the date of such approval. If the owner shall fail to comply with this paragraph, any approval given shall be deemed revoked unless, upon the written request of the owner made to the DRC prior to the expiration date of said one (1) year period and upon finding the DRC that there has been no change in circumstances, the time for such commencement is extended in writing by the DRC. The owner shall, in any event, complete the construction, reconstruction, refinishing, or alteration of the foundation and all exterior surfaces (including the roof, exterior walls, windows, and doors) of any improvement on his site within one (1) year after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the owner due to strikes, fires, national emergencies or natural calamities. If owner fails to comply with this paragraph, the DRC shall notify the association of such failure, and the association, at its option, shall fine the owner \$250.00 per week for each week past the one (1) year period until the outside of the building envelope and landscaping is complete, or shall either complete the exterior in accordance with the approved plans or remove the improvement. And, the owner shall reimburse the Association for all expenses incurred in connection therewith.

**DESIGN REVIEW
COMMITTEE**

1. **DESIGN REVIEW COMMITTEE MEMBERSHIP**

The DRC shall consist of not less than three (3) members, nor more than seven (7) members. Each of said persons shall hold his office until such time as he has resigned or been removed, or his successor has been appointed as set forth herein or in the declaration.

2. **QUALIFICATIONS OF MEMBERS**

Three members of the DRC shall be "professional" members. Professional members shall possess design credentials such as planning, architecture, landscape architecture, engineering, or other construction industry expertise, and need not be members of the Millwood Property Owners Association.

3. **RESIGNATION OF MEMBERS**

Any member of the DRC may at any time resign from the DRC upon written notice delivered to the Millwood POA Board, who then has the right to appoint and remove members.

4. **DUTIES**

It shall be the duty of the DRC to consider and act upon such proposals or plans from time to time submitted to it, and pursuant to the design guidelines, to perform such other duties from time to time and to amend the Design Guidelines when, and in the manner, deemed appropriate or necessary by the DRC. Each member will be expected to attend all meetings, communicate to the committee chair when they are unavailable, respond in a timely manner to all email or other communications regarding committee business and be prepared to make site visits to Millwood properties when requested.

5. **MEETINGS**

The DRC shall meet from time to time as is necessary to properly perform its duties hereunder. The vote or written consent of a majority of the members shall constitute an act by the DRC, unless the unanimous decision of its members is otherwise required by the declaration of these design guidelines. The DRC shall keep and maintain a record of all action from time to time taken by the DRC at such meetings or otherwise.

6. **AMENDMENT OF DESIGN GUIDELINES**

The DRC may, from time to time and in its sole discretion, adopt, amend, and repeal, by unanimous vote, rules, regulations, or amendments into, the design guidelines, which among other things, interpret, supplement or implement the provisions of the Design Guidelines. All such rules and regulation or amendments, as they may from time to time be adopted, amended, or repealed, shall be appended to and made a part of the design guidelines and shall thereupon have the same force and effect as if they were set forth in and were a part of the declaration. Each owner is responsible for obtaining from the DRC a copy of the most recently revised Design Guidelines.

7. **NON-LIABILITY**

Neither the DRC nor any member thereof shall be liable to the association or to any owner or other person for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings, and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; (c) the development, or manner of development of any property within Millwood; or, (d) the execution and filing of enforcement actions, whether, or not the facts therein are correct; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith. Without in any way limiting the generality of the foregoing, the DRC, or any member thereof, may, but is not required to, consult with or hear the association or any owner or other person with respect to any plans, drawings, or specifications, or any other proposal submitted to the DRC.

8. **NON-LIABILITY OF THE DESIGN REVIEW COMMITTEE**

Neither the DRC, any member thereof, or their respective successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any owner or other person by reason of mistake in judgment, negligence, or nonfeasance, arising out of or in connection with the approval or disapproval or failure to approve any plans and specifications. Every owner or other person who submits plans to the DRC for approval agrees, by submission of such plans and specifications, that he will not bring any action or suit against the DRC, any member thereof, to recover damages. Approval by the DRC, any member thereof, shall not be deemed to be a representation of warranty that the owner's plans and specifications or actual construction of a residence or other improvement comply with applicable governmental ordinances or regulations, including but not limited to zoning ordinances and local building codes. It shall be the sole responsibility of the owner or other person submitting plans to the DRC or performing any construction to comply therewith.

9. **ENFORCEMENT**

These design guidelines may be enforced by the DRC, or as provided herein or in the declaration.

**CONSTRUCTION AND BUILDER
REGULATIONS**

To ensure that the natural landscape of each site is not damaged during any construction activities, the following construction regulations shall be enforced during the construction period. These regulations shall be made a part of the construction contract document specifications for each residence or other improvements on a site and all builders, owners and other persons shall be bound by these regulations. Any violation by a builder shall be deemed to be a violation by the owner of a site.

1. **PRECONSTRUCTION CONFERENCE**

Prior to construction, the builder must meet with a representative of the DRC.

2. **CONSTRUCTION TRAILERS, PORTABLE FIELD OFFICE, ETC.**

If an owner or builder desires to bring a trailer, field office or the like to Millwood, they shall first apply for and obtain written approval from the DRC.

3. **DEBRIS AND TRASH REMOVAL**

Owners and builders shall clean up all trash and debris on the construction site at the end of each construction day and shall be removed at least once a week to a dumping site off the project (Millwood Property). Lightweight material must be weighted down and covered. No one shall dump, bury or burn trash or debris anywhere on the site of Millwood. Each site must be kept neat and properly policed to prevent it from becoming an eyesore. Dirt, mud and/or debris from the site shall be promptly removed from public and/or private roads, open spaces, golf course and driveways or other areas of Millwood. This responsibility includes the unattended or unsupervised deliveries to a jobsite. Any clean-up costs incurred by others at the direction of the management of the association or DRC will be billed to the owner. Sufficient time will be given to an owner or builder prior to other clean-up sources being used.

4. **SANITARY FACILITIES**

Owner and builder must provide portable toilets or similar facilities for the construction workers. No club facilities shall be used by construction workers or material suppliers.

5. **VEHICLE PARKING**

Construction crews and material suppliers cannot park in areas other than their own site or as designated by the DRC. Vehicles may park on-street, provided it is on the same side of the street as construction, only one side of the street, and may not be left overnight. All vehicles will be parked so as not to inhibit or damage the natural landscape. Additional parking restrictions apply for construction within the St. Andrews Club. The St. Andrews Club parking plan is available at MillwoodPOA.com

6. **CONSERVATION OF LANDSCAPING MATERIALS**

Owners and builders are advised of the fact that the sites and open space contain valuable native plants and other natural landscaping materials that should be preserved, including outcroppings, boulders and plant materials. Materials that cannot be removed should be marked and protected by flagging, fencing or barriers. The DRC shall have the right to flag major terrain features or plants, which are to be fenced off for protection. Any trees or branches are to be removed immediately from the construction site.

7. **EXCAVATED MATERIALS**

Excess materials must be hauled away from Millwood to an appropriate, legal dumpsite. Storage of topsoil or other soil materials are prohibited.

8. **BLASTING**

If any blasting is to occur, the DRC must be informed far enough in advance to allow such investigation as it deems appropriate to confirm that all appropriate measures, including protective actions, have been taken prior to the blasting. No blasting or impact digging causing seismic vibrations may be undertaken without the approval of the design review committee. Applicable governmental regulations should be reviewed prior to any blasting activity.

9. **RESTORATION OR REPAIR OF OTHER PROPERTY DAMAGED**

Damage and scarring to other property, including, but not limited to, open space, the golf course, other sites, roads, driveways, and/or other improvements will not be permitted. If any such damage occurs, it must be repaired and/or restored promptly at the expense of the person causing the damage or the owner of the site. Upon completion of construction or subsequent change, each owner and builder shall clean his construction site and repair all property which was damaged, including but not limited to restoring grades, planting shrubs and trees as approved or required by the DRC, and repair of streets, driveways, pathways, drains, culverts, signs, lighting, and fencing.

10. **MISCELLANEOUS AND GENERAL PRACTICES**

All owners will be absolutely responsible for the conduct and behavior of their agents, representatives, builders, contractors, and subcontractors in Millwood. The following practices are prohibited in Millwood:

- A. Changing oil on any vehicle or equipment on the site itself other than a location designated for that purpose by the DRC.
- B. Allowing concrete suppliers and contractors to clean their equipment other than at locations designated for that purpose by the DRC.
- C. Removing any rocks, plant material, topsoil, or other similar items from any property of others within Millwood, including construction sites.
- D. Using disposal methods or units other than those approved by the DRC.
- E. Careless disposition of cigarettes and other flammable material. At least one (1) dry chemical fire extinguisher shall be present and available in a conspicuous place on the construction site at all times.
- F. Careless treatment or removal of any plant materials not previously approved by the DRC.
- G. No pets, particularly dogs, may be brought onto the property by contractors or builders.
- H. Silt fences or hay bales must be installed and maintained. Additional erosion control methods may be required if deemed necessary by the DRC.

11. **CONSTRUCTION AREA PLAN**

Prior to the commencement of any construction activity on a site, the owner and builder shall provide a detailed plan as to the manner in which the natural landscape will be protected, and the areas to which all construction activity will be confined to, including: size and location for construction material storage, limits of excavation, drive areas, parking, chemical toilet location, temporary structures, if any, dumpsters, storage of debris, fire extinguisher, utility trenching, and construction sign. This plan should identify the methods of protection, such as fencing, flagging, rope, barricades, or other means, to be set up prior to commencement of construction.

12. **CONSTRUCTION ACCESS**

- A. The approved construction access to an individual site shall be the proposed driveway of the residence. The contractor shall maintain a full bed of a minimum of four inches (4") of #5 crushed stone base from the paved street to the actual construction area. A minimum width of eighteen feet (18') is required.
- B. Construction access will not be permitted on the golf course frontage.

13. **DUST AND NOISE**

The builder shall be responsible for controlling dust and noise from the construction site.

14. **SIGNAGE**

Temporary construction signs shall be limited to one sign per site, not to exceed four square feet of total surface area. No sign will be allowed on the golf course side of any lot. The builder may display a "job" sign and permit as required, or the builder may submit to the DRC, for approval, a sign design to incorporate all signage into a single sign of not more than four square feet. (This is in addition to the "For Sale" sign.) Individual subcontractor, financing, or similar type signs will not be permitted on any lot. The sign shall be free-standing and the design and location of such a sign shall first be approved by the DRC.

The Millwood DRC recognizes the right of lot owners within the Millwood subdivision to place political signs on the individually-owned lots. The DRC also recognizes that it has the right under Missouri Revised Statute ("MRS") 442.404 to adopt reasonable rules regarding the time, size, place, number, and manner of display of political signs. Pursuant to the authority granted it within the Millwood Covenants and the DRC Guidelines, in compliance with MRS 442.404, the DRC adopts the following rule regarding political signs:

"Political signs shall be limited to one sign per lot, not to exceed four square feet of total surface area. No sign will be allowed on the golf course side of any lot. Political signs may not be placed earlier than 60 days prior to election day, and may not remain in place longer than 72 hours after election day. "Election Day" shall be the last day on which ballots may be turned in for counting. The sign shall be free standing in the ground and may not be placed in any window or affixed to the house or to any portion of the landscape.

"Pursuant to MRS 442.404, the DRC may remove a political sign without liability if is placed within the common ground, threatens the public health or safety, violates an applicable statute or ordinance, is accompanied by sound or music, or if any other materials are attached to the political sign, so long as it has given three days written notice to the homeowner, which notice shall specifically identify the rule and the nature of the violation."

15. **DAILY OPERATION**

Daily working hours for each construction site will be from 7am to 7 pm, Monday through Saturday, unless specific permission is obtained in writing from the DRC to work outside of those days and hours..