

THE RESERVE AT
THE POINTE MOUNTAIN SIDE GOLF COMMUNITY
PHOENIX, ARIZONA

DESIGN GUIDELINES

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A. Architectural Design Standards

L Height limitations: For houses which have roof heights near the maximum allowed by the City of Phoenix, it is recommended that a significant portion of the house under roof or roofs have a significantly lower profile All roof heights shall be measured in accordance with the City of Phoenix hillside code.

Additionally, two-story and split-level homes are permitted only with Architectural Committee approval, which approval is at the Committee's sole discretion.. The Committee's goal shall be to preserve views for all lot owners, and the Committee may, in its absolute discretion, approve or deny split-level and two-story homes on each individual lot.

2. Exterior wall finishes: Dash, sand or smooth stucco exteriors are encouraged, and lace stucco finishes are prohibited. All other exterior finishes are subject to Architectural Committee approval.

Wall materials, textures, detailing, and visual characteristics should be consistent from one elevation to the next around the entire perimeter of the house.

Fences/walls that can be seen from the street shall be stuccoed and painted to match the home's exterior. Perimeter walls that also serve as perimeter walls

for the subdivision, or abut common areas, shall be finished in accordance with Exhibit A attached hereto.

3. Colors: All colors that are visible from the street, common areas, or neighboring lots are subject to Architectural Committee approval. The object is to adopt a color palette that is consistent with setting and environment in which the home is found.

Colors shall be consistent from one elevation to the next around the entire perimeter of the house and structures.

4 Roof finishes:

a. Pitched roofs: All pitched roofs visible from the street and/or neighboring lots must be finished with a clay or slate roof tile that is consistent with the design and color of the house. Concrete tiles are prohibited. The use of any other tile is discouraged, but may be allowed by the Architectural Committee, at the Architectural Committee's sole discretion.

b. Flat roofs: All flat roofs must have parapet walls so that roofs are not visible from the street and so as to attractively screen roofing elements from neighboring lots.

5. Air Conditioning Units: Roof mounted HVAC units are prohibited. Ground mounted HVAC units must be attractively screened from the street.

6... Windows: Windows must either be recessed or have an architectural treatment that creates the appearance of recessing.

7.. Orientation on Lot: House location or configuration on a lot should respect the natural characteristics of the lot and the relationship to adjacent houses.

8. Window Coverings: Windows visible from the street, including garage windows, must include a professional window treatment. All temporary window coverings (Le newspaper, bed sheets, etc) are prohibited.

9.. Signs: One builder identification sign, one lender identification sign, and one realtor sign may be displayed on a lot from the time of start of construction of a house on that lot until the house becomes occupied or is sold to another owner. Such signs shall comply with size limits of the City of Phoenix. No subcontractor signs shall be permitted. Location and height of such signs shall be approved by the Architectural Committee.

10.. Perimeter Walls: Perimeter walls may not be placed on the property line for the entire rear and side yards but must be placed so as to only incorporate that part of the yard being utilized. Those walls abutting common areas, backing to steep hillsides

or the golf course, shall be designed in accordance with Exhibit A, and located in accordance with Exhibit B. Additionally, perimeter walls for the side and rear yards must be erected prior to framing commencement

11. Separate Structures: Separate structures, such as guesthouses and gazebos, should be of the same design character, colors, and materials as the main house, and require Architectural Committee approval.

12.. Minimum Floor Area: Houses will be required to exceed 3,500 square feet of livable floor area. The Committee may approve a house of smaller size if it complies with all other guidelines and is perceived as being of similar quality level to other houses in The Reserve at the Pointe Mountainside Golf Community.

13. Garage Orientation: Garage door orientation shall be approved by the Architectural Committee, at its sole discretion. The committee encourages orientation away from the street the home faces

14. Driveways and Walkways: Standard gray concrete drives and walkways located in the front yard are prohibited. Drives and walkway finishes approved included salt finishes, colored concrete, brick inlays, exposed aggregate, etc. The finish need not be excessive, just sufficient to give an upgraded appearance.

15 Storage: All exterior storage is prohibited.. Automobiles, boats, RV's, etc cannot be stored upon the property except in garages or storage units so designed for vehicle storage. Exterior storage units must match the home's exterior and are subject to Architectural Committee approval and review.

16. Landscaping and Lighting: Landscape plans for the entire yard must be submitted to the Architectural Committee for approval. Mature plantings must be used so that the home has an instant look if possible. Lush desert vegetation is encouraged, as is the use of some grass areas

Downlighting and landscape lighting plans must be approved by the Architectural Committee.

B. Construction Regulations

L Construction parking: Parking locations for vehicles, trailers, and dumpsters should be limited to street and subject lot or driveway for each project unless otherwise approved by the Architectural Committee. Under no circumstances is any storage or parking allowed on neighboring lots

2.. Clean-up: During construction, the owner must regularly clear the site of debris, and at completion of construction work, the owner must clear the building site of all debris and all evidence of construction.

3 Construction time: All construction activity must be completed without interruption and within a reasonable time period. Homes must be completed within 9 months of the footings being dug and landscaping must be complete within 15 days of the home being completed. Home completion is deemed to have occurred when a certificate of occupancy is received.

4 Construction deposit: Along with the submittal of the building plans, the owner must submit a check in the amount of \$2,000.00, made payable to "Moonridge Reserve Limited Partnership". \$250.00 of the deposit is absolutely nonrefundable and is to be used to reimburse for the costs of plan review and subdivision clean up caused by construction activity (Le. street sweeping, periodic trash pick-up, etc.).

Additionally, should the owner fail to conform with written notices regarding maintenance of their construction site or control of the construction debris, the Architectural Committee may assess additional charges incurred with maintaining/cleaning the construction site and surrounding areas.

Upon final cleanup of the construction site, the deposit, less the nonrefundable portion, and additional assessments or penalties (see B.5), will be returned to the owner.

5. Construction penalty: Should any construction commence prior to plan approval by the Architectural Committee, the Committee shall assess, and the owner shall pay immediately, a one-time \$500 penalty.

C. Design Review Process

1. Design submittals shall be received by the Architectural Committee which shall schedule necessary meetings, shall respond to applicants with written decisions of the Committee, and shall observe applicant conformance with Committee approvals and stipulations.

2. Design submittals may be made to the Committee at any time. Plans shall be reviewed and response made to the applicant promptly following receipt of adequate documents for review.

The Committee shall have the authority to approve re-submittals for conformance with the written stipulations of a Committee review

3. Fees. At its discretion the Committee may establish fees for design review. Such fees may be modified from time to time. The Committee shall make a fee schedule available to all applicants.

4. Design Submittal Requirements. It is recommended that the following documents be submitted for review:

- A) Site plan, elevations, roof plan (including heights), floor plans, pad elevations, and square footage calculations
- B) Samples of exterior materials, colors, and textures.
- C) Landscape plans.

The Committee may request information in addition to that submitted if deemed necessary to review adequately a proposed design.

D. Reprint of selected of CC&R clauses:

2.3 Master Association. The Project is part of a master planned community known as Moonridge Golf Estates. The Project shall be subject to the terms and conditions of the Master Declaration and the Articles of Incorporation, Bylaws, Architectural Committee Rules and Moonridge Golf Estates Community Rules (collectively, the "Master Association Documents") of the Master Association, as such documents may be amended from time to time. Each Owner of a lot in the Project will be obligated to pay assessments and other charges to the Master Association in accordance with the Master Association Documents. All Assessments and other charges due to the Association under the Project Documents shall be in addition to the assessments and other charges payable to the Master Association. All consents required by this Declaration of the Architectural Committee or the Board of Directors shall be in addition to any consents required under the terms of the Master Declaration or the Master Association Documents. In the event of any conflict or inconsistency between the restrictions with respect to the use of Lots set forth in the Master Declaration and the restrictions set forth in Article 3 of this Declaration, the more restrictive provision shall control

3.17 Upon receipt of approval from the Architectural Committee for any construction, installation, addition, alteration, repair, change or other work, the Owner who had requested such approval shall proceed to perform, construct or make the addition, alteration, repair, change or other work approved by the Architectural Committee as soon as practicable and shall diligently pursue such work so that it is completed as soon as reasonably practicable and within such time as may be prescribed by the Architectural Committee.

3.2 Temporary Occupancy and Temporary Buildings No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings, trailers or other structures used during the construction of Improvements approved by the Architectural Committee shall be removed immediately after the completion of construction, and in no event shall any such buildings, trailer or other structures be maintained or kept on any property for a

period in excess of twelve months without the prior written approval of the Architectural Committee

3.7 Antennas. No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation including, without limitation, satellite or microwave dishes, shall be erected, used, or maintained on any Lot without the prior written approval of the Architectural Committee.

3.19 Trucks, Trailers, Campers and Boats. No truck, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer, or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed or repaired on any Lot or Common Area or on any street so as to be Visible From Neighboring Property without the prior written approval of the Architectural Committee; except for (i) temporary construction trailers or facilities maintained during, and used exclusively in connection with, the construction of any Improvement approved by the Architectural Committee; (ii) boats and vehicles parked in garages on Lots so long as such vehicles are in good operating condition and appearance and are not under repair; (iii) motor vehicles not exceeding seven (7) feet in height and eighteen (18) feet in length which are not used for commercial purposes and which do not display any commercial name, phone number or message of any kind; or (iv) boats and boat trailers which are parked on a Lot for a period of less than thirty-six (36) hours within any seven (7) day period.

324 Drainage. No Residential Unit, structure, building, landscaping, fence, wall or other Improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with or change the direction or flow of water in accordance with the drainage plans for the Project, or any part thereof, or for any Lot as shown on the drainage plans on file with the county or municipality in which the Project is located.

326 Rooftop Air Conditioners Prohibited. No air conditioning units or appurtenant equipment may be mounted, installed or maintained on the roof of any residential Unit or other building so as to be Visible from Neighboring Property

3.27 Errant Golf Balls. Portions of the Property include and/or are located adjacent to The Pointe Golf Club on Lookout Mountain (the "Golf Course") Each owner hereby assumes for himself/herself and for such Owner's agents, tenants, licensees, guests and family members, all risk of loss with respect to any and all damage to such Owner and/or such Owner's Residence and agents, tenants, licensees, guests or family caused by or arising out of golf balls hit from the Golf Course on to the Property or other lawful use of the Golf Course. Each owner hereby indemnifies and holds harmless the Declarant, sub-developers, the Association, the Owners and developers of the Golf Course and their respective agents, employees, invitees, guests and members from and against any and all loss, cost, damage or liability arising out of or in connection with such damage.

3.28 Tennis Courts and Sport Courts No tennis court, sport court and similar improvements shall be constructed without the prior written approval of the Architectural Committee which may require that the tennis court, sport court or similar improvement be screened in such a manner as to not be Visible From Neighboring Property and may prohibit or restrict the lighting of such tennis court, sport court of similar improvement.

5.10 Architectural Committee The Association shall have an Architectural Committee to perform the functions of the Architectural Committee set forth in this Declaration. The Architectural Committee shall be a Committee of the Board. The Architectural Committee shall consist of such number of regular members and alternate members as may be provided for in the Bylaws. So long as the Declarant owns any Lot, the Declarant shall have the sole right to appoint and remove the members of the Architectural Committee.. At such time as the Declarant no longer owns any Lot, the members of the Architectural Committee shall be appointed by the Board. The Declarant may at any time voluntarily surrender its right to appoint and remove the members of the Architectural Committee, and in that event the Declarant may require, for so long as the Declarant owns any Lot, that specified actions of the Architectural Committee, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective. The Architectural Committee shall promulgate architectural guidelines and standards to be used in rendering its decisions. The decision of the Architectural Committee shall be final on all matters submitted to it pursuant to this Declaration.. The Architectural Committee may establish a reasonable processing fee to defer the costs of the Association in considering any requests for approvals submitted to the Architectural Committee, which fee shall be paid at the time the request for approval is submitted.

6.12 Working Capital Fund To insure that the Association shall have adequate funds to meet its expenses or to purchase necessary equipment or services, each Purchaser of a Lot from the Declarant shall pay to the Association immediately upon becoming the Owner of the Lot a sum equal to one-sixth (1/6th) of the Annual Assessment on the Lot.. Funds paid to the Association pursuant to this Section may be used by the Association for payment of operating expenses or any other purpose permitted under the Project Documents.. Payments made pursuant to this Section shall be nonrefundable and shall not be considered as an advance payment of any Assessments levied by the Association pursuant to this Declaration.

6.14 Fines. In addition to any other rights or remedies which the Association may have under this Declaration or at law or in equity as a result of a violation of this Declaration, the Association shall have the right to levy reasonable fines against an Owner for any violation of this Declaration by the Owner, any other residents of the Owner's Lot or any of the Owner's contractors or agents.. The amount of the fine for each violation shall be established by the Board and shall be payable by the Owner within ten (10) days after notice of the fine is given to the Owner by the Association. Any fine levied by the Association shall be secured by the assessment lien

75.8 As adjacent Lot Owners tie into any previously constructed wall, the new adjacent Owner must immediately pay to the Owner of the wall previously constructed one-half of the actual cost of the wall or if the actual cost exceeds the then in effect market cost of such wall, one-half of the then in effect market cost. The Owner responsible for construction shall issue a lien release to the adjoining Owner upon receipt of payment for construction costs from such Owner.