



Blue Ridge Estates Homeowners Association of Coconino County
HC-31 Box 50026
Happy Jack, AZ 86024
BRE AC Email: BRE-AC@blueridgeestates.org

Architectural Guidelines of the Association

The Blue Ridge Estates CC&Rs provide significant latitude to the Architectural Committee (AC) for the purpose of interpreting and applying the easements, restrictions, covenants, and conditions contained in the CC&Rs. In Article III of the CC&Rs some Sections require the Approval of the Architectural Committee (AC). The purpose of this document is to better inform the Blue Ridge Estates lot owner by clarifying those Sections of Article III which align with the AC Standards established in Article X. The Fire Safety Committee has made a significant contribution to this document to help protect the community of Blue Ridge Estates.

If any Architectural Guidelines conflict or are inconsistent with the Declaration, the Declaration shall prevail.

These Architectural Guidelines supersede and replace any and all prior Association guidelines, policies or rules regarding the subject matter herein.

The Blue Ridge Estates CC&Rs are in black; the AC and Fire Safety Committee guidelines are in *red italics*.

Comments and recommendations to these guidelines are always welcome by the AC. Communications should be sent to the AC:

Via email: BRE-AC@blueridgeestates.org or;

sent by Regular mail to: HC 31 Box 50026, Happy Jack, Arizona, 86024.

Like all homeowners' associations, there are fines for lack of compliance with the Association CC&Rs. Through this document the AC hopes to minimize any misunderstandings that may occur relative to interpretation of the CC&Rs.

DEFINITIONS

Unless otherwise defined below, each capitalized term used in this document shall have the meaning given to such term in the Declaration. In the event of any conflict or inconsistency between the definitions in this document and the Declaration, the definitions in this document shall prevail.

Single Family Residence (Section 3.1) shall be a dwelling or residential structure that must be site built and must be a minimum of 1200 square feet with a ground floor area of no less than 850 square feet.

Detached Structure (Section 3.1) shall mean a detached garage or a detached shed.

Fencing (Section 3.3) shall mean an approved barrier installed on an improved lot made of materials and colors complimentary to the area and must be approved by the AC prior to installation.

Fence Gates (Section 3.3) are gates into the National Forest from properties bordering the National Forest. Fence gates shall be a maximum width of five (5) feet with two steel H posts cemented into

the ground on both sides of the gate. Fence gates are to be used for pedestrian access to the National Forest – motorized vehicles are prohibited from using these gates per Forest Service Regulations (The Travel Management Rule, Fed Reg no. 70, no 216, p. 68264). Fence gates must be approved by the AC prior to installation.

Driveways (Section 3.5) shall be a minimum of 10 feet in width and shall be paved with concrete, asphalt, gravel, crushed rock, or cinders. The location and materials to be used must be approved by the AC and may require a permit from Coconino County.

Culvert (Section 3.5) is a conduit that allows water to flow under a road or driveway. A County permit may be required to install a culvert if the location falls within the County Right of Way or significantly changes the natural water flow.

Temporary Structure (Section 3.6) shall be defined as a structure without a cement block foundation to which the structure or building is permanently attached or a structure that is not affixed to the ground.

Utility Trailer (Section 3.7) shall mean a small non-motorized vehicle which is generally pulled by a motorized vehicle and features an open-top rear cargo area (bed) and is used for the hauling of light loads.

Lot Maintenance (Section 3.8) shall mean removing dead and down as well as laddering up to 6' low hanging limbs whether dead or alive per the guidelines defined in the Fire Safety Rules & Regulations.

Fires (Section 3.12): No outdoor fire of any kind is permitted at any time, with the sole exception for cooking food in a barbecue-type container either free-standing or built-in, and under no circumstances shall such barbecue fire be directly on the ground.

Red Flag Alert (Section 3.12): A Red Flag Alert is issued by Coconino National Forest when severe fire weather, such as low humidity accompanied by strong winds and numerous dry lightning storms, is predicted by the National Weather Service. When a Red Flag Alert is issued it applies to Blue Ridge Estates.

Accessory Structure Improvements (Section 3.24 – improvement not counted as Detached Structure) An Accessory Structure Improvement is defined as any structure, other than a Detached Structure, that is detached from the dwelling structure on a Lot, such as a pergola, gazebo, shade structure, playset, tree house, viewing stand, or any structure detached from the dwelling structure on a Lot that is permanently affixed to the ground, and that is accessory to and incidental to that of the dwelling structure and located on the same Lot as the dwelling structure. Requires AC approval **before** installing an Accessory Structure Improvement.

Exterior Lighting (Section 10.2) is regulated by Coconino County Ordinance to encourage lighting practices and systems that will minimize Light Pollution, light trespass, impacts to nocturnal wildlife, and conserve energy while maintaining nighttime safety, utility, security, and productivity.

Structure Limits:

Section 3.1 - Detached Structures are limited to one per Lot.

Section 3.6 - No Temporary Structures are allowed except during the nine (9) month construction period for a residence, a storage trailer or other storage container not to exceed 24 feet in length is authorized to store construction materials and equipment. It must be removed immediately upon completion of the construction.

Section 3.24 - Accessory Structure Improvements are limited to no more than two structures, each not to exceed 200 sq ft.

ARTICLE III

LAND USE CLASSIFICATIONS, PERMITTED USES AND RESTRICTIONS

Section 3.1 - Permitted Uses and Restrictions - Single Family. The permitted uses, easements and restrictions for the Property shall be as follows:

(a) Single Family Residential Use. The Property shall be used, improved, and devoted exclusively to Single Family Residential Use. No business, commercial, manufacturing, industrial, mercantile, vending or similar activity of any kind whatsoever shall be conducted on any of the Property, with the exception of the construction and sales activities of the Declarant or any affiliate or agent of Declarant with respect to the Property. (Nothing herein shall be deemed to prevent the leasing of any Property to a Single Family from time to time by the Owner thereof, subject to all of the provisions of the Declaration). All buildings and structures erected on the Property shall be of new construction and no buildings or structures shall be moved from any other location onto said Property except for buildings or structures used by the Declarant or any affiliate or agent of Declarant in construction or sales activities. No building or structure shall be erected or maintained separate from the Single Family Residence located on any Lot, other than a garage in accordance with Coconino County zoning ordinances in existence at the time. No dwelling or residence shall be erected, permitted or maintained having a floor area of less than twelve hundred square feet, and a ground floor area of less than eight hundred fifty square feet, exclusive of an open porch, carport or attached garage. No garage or shed shall be built prior to the issuance of a Coconino County building permit for the construction of a Single Family Residence.

A. As per Sectiono 3.7 No mobile homes or manufactured homes of any kind shall be allowed on any portion of the Property, this includes mobile homes, manufactured homes or modular homes. All homes must be site built.

B. The square footage is computed on outside wall measurements.

C. The minimum square footage requirements do not include garages (attached or unattached), carports, open porches, crawl spaces nor basements. Walkout basements on sloped lots, where one wall of the basement is exposed and contains windows and doors and is constructed in such a manner as to qualify as "livable space" by the County Bldg Dept., will be included in the minimum area calculation.

D. One Detached Structure (garage or shed) may, with AC approval, be constructed on a Lot. The residence must be constructed and completed before the Detached Structure is built.

Section 3.2 Tanks - Only tanks that contain fuel for heating purposes shall be allowed on the Lots and must be walled in or kept screened by adequate planting to conceal them from the neighboring properties, roads and streets. The location and method of concealment of the tanks must be approved by the Declarant or Architectural Committee. All tanks must be painted earth-tone colors.

A. On June 19, 2004 the Blue Ridge Estates Board of Directors suspended the screening requirement until further notice.

Section 3.3 Fencing - Declarant may erect fencing with gates on the perimeter of the Property, along any easements or wherever it deems it necessary or desirable. The perimeter of any individual Lot may be fenced. All fencing must be of materials complimentary to the area and must be approved by the Declarant or Architectural Committee.

A. Fencing on any property must be approved by the AC and be of a material and color harmonious with the forest.

B. Property owners are responsible to determine and obtain any applicable Building, Environmental Quality, and Engineering Permits from Coconino County.

C. Chain link or metal fences must be coated (i.e., PVC, Vinyl, Powder Coat, etc.) in forest brown or forest green complimentary to the area.

D. Owners of property along the Forest fence line have the option of, with BRE-AC approval, installing a gate along the fence line and in doing so, have responsibility for the gate maintenance. Such gates cannot be used for any vehicular traffic to access the forest per Coconino National Forest guidelines. Any gate left open or is allowed to fall into disrepair allowing cattle to pass could create a problem for members of our community. The specifications for gates into the National Forest from properties bordering the National Forest are a maximum width of five (5) feet with two steel H posts cemented into the ground on both sides of the gate. These gate specifications are also available on the Blue Ridge Estates website [here](#) or may be obtained by contacting the AC or HOA manager.

E. A site plan must be submitted with approval request to include the dwelling on the lot location, propane tank, detached structures, driveway(s), and proposed fence line.

NOTE (per Coconino county Zoning Ordinance):

- Fencing in front of lot shall not be higher than three (3) ft
- Fencing in back or sides of lot shall not be higher than six (6) ft
- Fencing must be a minimum of 6 inches from property lines.

Section 3.4 Building Materials - No building material of any kind or character shall be placed upon any Lot except in connection with construction on said Lot of an Improvement as approved by the Declarant or Architectural Committee. As soon as building materials are placed on any Lot in such connection, construction shall be promptly commenced and diligently prosecuted in order that such construction shall be completed within a reasonable time after commencement but not later than nine (9) months from the date the material has been placed on the Lot.

A. The term "construction shall be completed" is interpreted to mean the completion of the exterior shell of the primary residence and all associated garages, porches and decks as well as all exterior work such as excavation, driveway and survey pin replacement.

B. Coconino County ordinances require that before a detached structure may be built, the approved single-family residence must be complete. A detached structure larger than 200 sq. ft. requires a County Building permit.

C. A Certificate of Occupancy for a dwelling or a permit sign-off card for a detached structure issued by Coconino Co. and completed project completion checklist identified in Section 10.3, is required to receive the \$500.00 Cleaning and Damage deposit refund.

Section 3.5 Driveways - All driveways which are established upon a Lot by an Owner shall be surfaced or paved with concrete, gravel, cinders or asphalt. The location of the driveway and the materials used shall be approved by the Declarant or Architectural Committee prior to the commencement of construction or use. All driveways must be ten (10) feet in width.

A. There are no current plans to amend the materials or width requirements identified other than to interpret the 10-foot width requirement as a minimum. It is highly recommended homeowners use circular drives wide enough for emergency vehicles to enter and exit the property.

B. Crushed rock is an acceptable surfacing material that must be Approved by the AC.

C. If a culvert is installed with the driveway, a County permit may be required. The Owner will need to confirm the permit requirements.

Section 3.6 Temporary Structures - No temporary building or structure shall be placed, erected or maintained on any portion of the Property.

A temporary structure or building is defined as one without a cement or block foundation to which the structure or building is permanently attached or a structure that is not affixed to the ground.

Section 3.7 Trailers and Motor Vehicles - No mobile homes or manufactured homes of any kind shall be allowed on any portion of the Property. No vehicles shall be driven on any streets or roads within the Property unless properly licensed. No unlicensed vehicles shall be kept or placed upon any portion of the Property unless parked within an enclosed garage. Except with the prior approval of the Declarant or Architectural Committee, no bus, motor home, truck larger than three-quarter (3/4) ton, trailer of any kind, boat, recreational vehicle, mini-bike, camper (except during the course of making deliveries or for the purposes of loading or unloading) or permanent tent or similar vehicles or equipment shall be kept, placed, maintained, constructed, reconstructed or repaired upon any portion of the Property, including streets and roads (public or private) within the Property in such a manner as will be Visible From Neighboring Property, provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs and/or vehicles used exclusively in connection with the construction of any Improvements approved by the Declarant or Architectural Committee.

A. During the nine (9) month construction period for a residence, a storage trailer or other storage container not to exceed 24 feet in length is authorized to store construction materials and equipment. It must be removed immediately upon completion of the construction.

B. During the construction period a "roll-off" dumpster is allowed to be placed on the lot for the purpose of collecting construction trash. Recommend dumpster be covered to prevent debris from flying around during windy weather conditions or varmint/critter foraging. It must be removed immediately upon completion of the construction.

C. At no time is a tent, travel trailer, pop up camper, truck with camper over cab or motor home to be placed on any lot or street to provide any type of living accommodation or stored on a lot within the Association so as to be Visible from Neighboring Property, either before or after the residence is constructed.

D. As a general rule, if you can live/sleep in it, you cannot park it in Blue Ridge Estates, except in a closed garage or as otherwise approved by the AC.

E. One-ton trucks used as personal transportation are acceptable to be parked on the homeowner's property within the Association.

F. Visitors to your home will be allowed to park an RV or other camping vehicle on an improved surface of your lot for the period up to one week provided the homeowner notifies the AC of the arrival and departure dates. Failure to notify the AC of the arrival and departure dates will result in a Violation Notice. County ordinance dictates no sleeping is allowed in any of these vehicles while parked on your lot.

G. Loading, unloading, or cleaning sleeping type trailers (RVs, 5th wheels or campers of any kind), may be kept on the property for a maximum of two (2) days. No one may occupy the vehicle during this time.

H. Mini-bikes, also known as "all-terrain vehicles," must be kept in a garage when not in use.

I. One utility trailer (open top, rear cargo bed) or a small outboard motorboat or canoe with a trailer may be stored so as not to be Visible from Neighboring Property and with the approval of the AC. To do so the lot owner must submit a request for approval and include the type of trailer, the current license number, and the location on the property. The trailers and boats as well as the storage area must be clean and well maintained.

Section 3.8 Maintenance of Lawns and Plantings by Owner - Each Owner of a Lot shall keep his Lot free of trash and other unsightly material. No Owner shall cut down any tree larger than four (4) inches in

diameter without the consent of the Declarant or Architectural Committee. All Lots shall be maintained by thinning and trimming of trees to keep fire danger to a minimum.

Mandatory maintenance:

A. Remove dead and down trees and brush.

B. Remove standing dead trees.

C. Property Owners must abide by the Fire Safety Rules & Regulations.

Section 3.9 Nuisances - No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property, and no odors shall be permitted to arise there from so as to render any portion of the Property unsanitary, unsightly, offensive or detrimental to any other portion of the Property or to its occupants. No noxious, destructive or offensive activity or any activity constituting an unreasonable source of annoyance shall be permitted to be conducted, exist or operate upon any portion of the Property. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other devices, except security devices used exclusively for security purposes, shall be located, used or placed on any portion of the Property. The Declarant or the Board, in its sole discretion, shall have the right to determine the existence of any of the activities described herein.

Section 3.10 Repair of Buildings. No building or structure upon any portion of the Property shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 3.11 Trash Containers and Collection - No garbage or trash shall be placed or kept on any portion of the Property except in covered containers of a type, size and style which are approved by the Declarant or Architectural Committee. In no event shall such containers be maintained so as to be Visible From Neighboring Properties. All rubbish, trash or garbage shall be removed from any portion of the Property and shall not be allowed to accumulate thereon. No incinerators for burning trash or garbage shall be kept or maintained on any portion of the Property nor shall garbage or trash be permitted to be buried on any portion of the Property at any time.

A. Trash or garbage containers specified or provided by the local trash company are approved for use. It is recommended any trash or garbage container be housed within an enclosure attached to the residence or garage.

B. No trash or garbage container may be left out for more than a twenty-four (24) hour period.

C. Any common trash or garbage can (metal or plastic) is acceptable provided it is stored out of sight preferably within an enclosure. Trash or garbage container lids should be secured adequately to the container to prevent animals from accessing the contents.

Section 3.12 Fires - No outdoor fire of any kind is permitted at any time for any reason with the sole exception of cooking food, and then such fire must be confined to a barbecue-type container, either free-standing or built-in, and under no circumstances shall such barbecue fire be directly on the ground.

A. All exterior changes or modifications must be approved by the AC (Section 3.24). Please include the location on the lot, the design and the construction materials of any outdoor BBQ. No heat producing device may be placed under or near trees.

B. A request for a variance from any of the above must be expressed in detail and in writing to the AC and/or the Fire Safety Committee.

C. The Association hereby adopts the Coconino National Forest fire restrictions as guidelines for the Association. When the Coconino National Forest issues fire restrictions (i.e. Extreme Fire Danger or Red Flag Alert) then, at that time, the same fire restrictions (i.e. no charcoals fires, no chain saw

operations, etc.) will apply to our community. Property owners may check our home page at <http://blueridgeestates.org/> for the current "Fire Danger" icon or go to the Coconino Nation Forest home page for additional information regarding these warnings.

Red Flag Alert: A Red Flag Alert is issued by Coconino National Forest when severe fire weather, such as low humidity accompanied by strong winds and numerous dry lightning storms, is predicted by the National Weather Service. During these periods, which are usually only one to three days in duration, various fire prevention measures may be implemented. When a Red Flag Alert is issued, it applies to Blue Ridge Estates.

- Power saws may not be used during a Red Flag Alert.

Section 3.13 Clothes Drying. No outside clotheslines or other outside facilities for drying or airing clothes may be erected, placed or maintained on any Lot.

Section 3.14 Mineral Exploration - No portion of the Property shall be used in any manner to explore for or to remove oil or other hydrocarbons, minerals of any kind, gravel, earth or earth substance of any kind.

Section 3.15 Machinery and Equipment - No machinery or equipment of any kind shall be placed, operated or maintained upon any portion of the Property except such machinery or equipment as is usual and customary in connection with the construction of a residence or other Improvements and except that which Declarant or the Association may require for the development, operation and maintenance of the Property.

Section 3.16 Disease and Insects - No Owner shall permit anything or condition to exist upon any portion of the Property which shall induce, breed or harbor infectious plant diseases or noxious insects.

Section 3.17 Restriction on Further Subdivision - No Lot shall be further subdivided or separated into smaller Lots or parcels by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner without the prior written approval of the Declarant or the Board.

Section 3.18 Signs - No signs or billboards whatsoever including, but not limited to, "For Sale" signs, commercial, political or other similar signs shall be erected or maintained on any Lot or portion of the Property, except:

- A. Such signs as may be required by legal proceedings*
- B. Not more than two (2) residential identification signs each of a combined total face area of seventy-two (72) square inches or less, provided such signs must contain the address numbers that are not less than four (4) inches in height and are visible from the street, within ten (10) feet of the driveway entry, and which signs shall be approved in advance by the Declarant or AC.*
- C. During the time of construction or other improvement, one job identification sign not larger than eighteen (18) by twenty-four (24) inches in height and width and having a face area not larger than three (3) square feet*
- D. Such signs, the nature, number and location of which have been approved in advance by the Declarant or AC.*
- E. Such signs, the number, type and size of which as may be approved from time to time by the Board.*
- F. One (1) "For Sale" sign on any lot within the association may be erected by a realtor or the homeowner. This sign is to be of the standard Realty design and shall not exceed 18 inches high by 24 inches wide suspended from a plain frame or sign support. The maximum height above the ground shall not exceed four (4) feet. A maximum of two supplementary signs below the basic For*

Sale sign are authorized to indicate the realtors name or special features of the property provided that the total size of the sign does not exceed 24 inches wide by 30 inches in height.

G. Lot markers provided by the "Rim County Rescue" are approved for use.

H. Signs indicating that a house is protected by a security firm are authorized. The maximum sign size is 1 foot square and a maximum of two signs per lot is permitted.

I. The display of political signs earlier than 71 days before the day of an election and later than 3 days after the election is prohibited. Early erected and late removal signs will generate a non-compliance notice. The maximum aggregate total dimensions of all political signs on a member's property shall not exceed nine square feet.

J. Construction signs must be removed when the exterior construction is complete and before the \$500 Cleaning and Damage deposit may be returned.

Section 3.19 Declarant's Exemption - Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or any developers approved by Declarant, or their duly-authorized representatives and agents, of any structures, improvements or signs necessary or convenient to the development, sale, operation or other disposition of Property, or any portion thereof.

Section 3.20 Utility Easements - There is hereby reserved to the Declarant or Association the power to grant blanket easements upon, across, over and under all of the Association Property for ingress, egress, installation, replacement; repair and maintenance of all utility and service lines and systems, including, but not limited to, water, sewer, gas, telephone, electricity, television, cable or communication lines and systems, provided no such easement shall interfere with the use of any dwelling or the Declarant's construction and sales activities. This easement shall in no way affect any other recorded easements on the Property. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Association shall have the right to grant such easement in accordance with the terms hereof.

Section 3.21 Cleaning and Damage Deposit - A cleaning and damage deposit of Five Hundred Dollars (\$500.00) shall be required from each lot Owner at the time of plan approval by the Declarant or Architectural Committee to insure that construction of the Improvement is completed in a workmanlike manner. The deposit shall be deposited into a trust account for the benefit of the Association and is subject to being returned in full or in part upon the Declarant's or Architectural Committee's approval of the completion of Improvements.

A. The AC will verify that the construction of the project has been completed per approved plans and the lot has been properly cleaned up after construction or improvement completion before releasing Cleaning and Damage Deposit.

Section 3.22 Animals - No animals, other than a reasonable number of generally-recognized house or yard pets, shall be maintained on any portion of the Property and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. Notwithstanding the foregoing, no horses, ponies, mules, ostriches, swine, chickens, turkeys, cows, goats, sheep, geese, ducks or other barnyard animals shall be kept, bred or raised on any portion of the Property and no pet of any kind may be kept upon the Property which in the opinion of the Board, results in an annoyance or are obnoxious to the Owners or occupants of other Lots in the vicinity.

A. Pets kept outside are limited to two per household.

B. Pets are never allowed to run free. County Ordinance 2007-03 requires dogs to be restrained and not allowed to run free.

Section 3.23 Antennas - No antennas or other devices for the transmission or reception of television or radio signals shall be placed, constructed or maintained outdoors on any Lot unless previously approved by the Declarant or Architectural Committee.

A. A 1 meter in diameter or smaller satellite reception antenna is acceptable for use in the Association. Prior approval by the AC for the use or location of this size dish is not required.

B. Any alternative antenna requires the approval of the Architectural Committee.

Section 3.24 Improvement and Alterations - The Property is located in a forested area which could be conducive to fire; therefore, the Owners are encouraged to use fire sprinkler systems and are discouraged from utilizing wood shake shingles. No improvements, alterations, repairs, excavation or other work which in any way alters the appearance of any Lot existing on the date such Lot was first conveyed by Declarant to a Public Purchaser shall be made or done without the prior approval of the Declarant or the Architectural Committee, except as otherwise expressly provided in this Declaration. No building, fence, wall, screen, residence or other structure shall be commenced, erected, maintained, improved or altered in respect of any Lot without the prior written approval of the Declarant or Architectural Committee. Pursuant to its rulemaking power, Declarant or the Architectural Committee shall establish a procedure for the preparation of the Lots for Improvements. The Declarant or Architectural Committee shall have the right to refuse or approve any plans or specifications including, but not limited to, any plot plan and any grading plans. In reviewing such plans and specifications and without any limitation of the foregoing, the Declarant or Architectural Committee shall have the right to take into consideration the suitability of the proposed building or other improvement and the materials of which it is to be constructed, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of the building or other Improvement as planned on the outlook from the adjacent or neighboring property. All subsequent additions to, changes or alterations in any building or Improvement shall be subject to the prior approval of the Declarant or A.C.

A. Lot owners or their agents must notify the AC prior to beginning any improvements, alterations, repairs, excavations, or other work that in any way will alter the exterior appearance of any Lot and receive approval from the Architectural Committee before beginning said work.

- 1. No more than two Accessory Structure Improvements will be allowed on any one improved Lot. Examples include one patio shade and one playset, one tree house and one pergola, or one tree house and one playset.*
- 2. Accessory Structure Improvements may be constructed in addition to a Detached Structure without being considered a 2nd Detached Structure.*
- 3. Any Accessory Structure Improvement shall be properly affixed to the ground and installed per the design or manufacturer's requirements. All engineering is the responsibility of the property owner/ applicant.*
- 4. An individual Accessory Structure Improvement shall not exceed 200 sq. ft.*
- 5. Location of the Accessory Structure Improvement(s) should be in the rear yard and as much out of view from the street as possible on your improved Lot.*
- 6. No Kitchen facilities or wet bars shall be permitted as or within an Accessory Structure Improvement.*
- 7. The only utilities permitted within an Accessory Structure Improvement shall be electricity for lights and outlets, i.e., there shall be no plumbing or mechanical. The addition of electricity requires a County electric permit per Code.*

8. Lighting is limited per County Ordinance (reference Section 10.2, Paragraph B.2 for lighting details) to retain "Dark Skies" that are possible in our location, as such, flood lights used to provide extended nighttime recreation will not be approved.
9. Type of materials, color and roof of all Accessory Structure Improvements shall match the existing structures as closely as possible.
10. All Accessory Structure Improvements must be inspected by the BRE AC to validate that the installation matches the approved request.
11. After final approval and construction, no additions may be made to the Accessory Structure Improvement other than normal maintenance of the Accessory Structure Improvement.

ARTICLE X

ARCHITECTURAL STANDARDS; ARCHITECTURAL COMMITTEE

Section 10.1 Appointment of Architectural Committee: Standing to Enforce. All property which is now or hereafter subject to this Declaration shall be subject to architectural, landscaping and aesthetic review as provided herein. This review shall be in accordance with this Article X and such standards as may be promulgated by the Architectural Committee, which is hereby established. Authority and standing on behalf of the Association to enforce in any court of competent jurisdiction decisions of the Architectural Committee and the provisions of this Article X shall be vested in the Board, provided, however, that so long as Declarant has the right to appoint the Architectural Committee under this Section 10.1, Declarant shall have the right, but not the obligation, to enforce decisions of the Architectural Committee and the provisions of this Article X on behalf of the Association in courts of competent jurisdiction. So long as Declarant (or a trustee for the benefit of Declarant) owns any portion of the Property, the Architectural Committee shall consist of three (3) individuals appointed by Declarant. At such time as either (a) neither Declarant nor a trustee for the benefit of Declarant owns any portion of the Property, or (b) Declarant records a written waiver of its right to appoint the Architectural Committee with the Board, the Board shall appoint the members of the Architectural Committee, which shall have such number of members (but not less than three (3)) as the Board may elect from time to time. Each member of the Architectural Committee appointed by the Declarant or Board respectively shall serve in such capacity until (i) such member is removed by the Declarant or the Board respectively, or (ii) such member resigns such position or dies. Prior to the appointment of the initial members of the Architectural Committee, and at any time when there is no one serving on the Architectural Committee (whether due to death, resignation or removal), the Board shall have and may exercise any and all rights, powers, duties and obligations of the Architectural Committee.

Section 10.2 Jurisdiction of the Architectural Committee: Promulgation of Standards. The Architectural Committee shall have jurisdiction over all original construction and any modifications, additions or alterations to improvements on any portion of the Property including, but not limited to, the construction or installation of, or modifications, additions or alterations to: all buildings or structures; landscaping; fences; heating, ventilating, air conditioning and cooling units; solar panels; paint; and any other construction, modification, addition or alteration affecting the exterior appearance of any structure or Lot. The Architectural Committee shall adopt, and may from time to time amend, supplement and repeal, architectural and landscaping standards and application procedures and shall make the same available to Owners, builders and developers who seek to engage in development of or construction upon any portion of the Property. Such standards and procedures shall interpret, implement and supplement this Declaration, and shall set forth procedures for Architectural Committee review. Such standards and procedures may include, without limitation, provisions regarding:

A. *Size of the buildings or structures; See Section 3.1*

B. *Architectural design and color must be in harmony with surrounding buildings, structures, and topography:*

1. *Stem Walls (Foundation) – the following construction materials are approved:*
 - a. *Painted standard block. Paint color to match house or trim*
 - b. *Split faced block. Unpainted is acceptable. If painted, paint color to match house or trim*
 - c. *Stone or Stone Veneer*
 - d. *Stucco painted to match house or trim*
 - e. *Wood Faced painted or stained to match house or trim*
2. *Exterior Lighting is regulated by Coconino County Ordinance to encourage lighting practices and systems that will minimize Light Pollution, light trespass, impacts to nocturnal wildlife, and conserve energy while maintaining nighttime safety, utility, security, and productivity. The association is attempting to retain "Dark Skies" that are possible in our location and flood lights used to provide extended nighttime recreation will not be approved.*

Per Coconino County Ordinance Section 4.3 Lighting:

- a. *Holiday Decorations: Low-wattage holiday decorations are exempt from the provisions of this Ordinance from October 25 through January 15. Such lighting and all associated wiring used outdoors must be certified for outdoor use by Underwriters Laboratories.*
 - b. *Lighting must be extinguished at 11:00pm.*
 - c. *Upward-directed Floodlighting: Outdoor floodlighting by flood light projections above the horizontal plane is prohibited.*
3. *Roofing*
 - a. *Shake roofs will not be approved. The following roofing materials are approved for use:*
 - (1) *Architectural composite asphalt shingle minimum 300# of approved forest color.*
 - (2) *Standing seam metal roof of approved forest color.*
 4. *Windows - Window frames that are not of a reflective nature are desired. The following window types, which must also meet forest color requirements, are approved for use in BRE:*
 - a. *Anodize Aluminum windows in Bronze or Black frames*
 - b. *Aluminum or Vinyl Clad wood window frames*
 - c. *Vinyl Clad aluminum window frames*
 - d. *Painted Aluminum Windows Frames*
 5. *Garage Doors*
 - a. *Wood or metal doors with a raised panel design with or without window lights are recommended.*
 - b. *Galvanized or other high gloss finishes will **not** be approved. Colors must meet BRE forest color scheme requirements*
 6. *Siding - The following building sidings are approved for use:*
 - a. *T-111 or LP siding stained or painted to meet forest color requirements of brown, tan, or forest green*
 - b. *Brick*

- c. 1/2" ship lap or 1/2" minimum tongue and groove wood siding in cedar or pine stained or painted to meet color requirements*
- e. Stone Veneer*
- f. Log construction*
- g. Other materials to be reviewed with the Design Review Application and Construction Agreement by AC for approval.*

C. Placement of buildings or structures must meet Coconino County set back regulations. By Coconino ordinance, other structures must not be constructed prior to that of the residence. In addition to the residence, no more than one Detached Structure may be placed on an improved lot. All structures must be approved by the AC using plot plan, building design, and materials which match those of the residence and meet the timeline of 9 months for completion of construction.

D. Landscape design, plant selection and conformance must meet with the character of the Property and use permitted plants. All landscape additions, deletions or modifications must be approved by the AC. The homeowner must provide a plot plan, design, and materials information.

E. Exterior finishes and materials:

- 1. Colors must maintain the "harmony" of the forest environment. Forest colors of browns, tans, and greens or natural woods are approved. Colors, which contrast with the natural forest environment, will not be approved.*
- 2. Exterior materials must maintain the harmony of the forest and shall be reviewed by the AC for approval.*

F. Signage; (See Section 3.18)

G. Perimeter and screen wall design and appearance must be in harmony with the forest landscape. Chain-link or metal fences (reference Section 3.3) and gates must be coated (i.e., PVC, Vinyl, Powder Coat, etc.) in forest brown or forest green complimentary to the area.

Such standards and procedures shall have the same force and effect as the Rules and Regulations. Further, after termination of Declarant's right to appoint the members of the Architectural Committee pursuant to Section 10.1, any and all amendments, supplements, repeals, or replacements to or of such standards and procedures shall be subject to the approval of the Board.

Section 10.3 Submission and Review of Plans - No original construction and no modification, alteration or addition subject to the Architectural Committee's jurisdiction (including, but not limited to, landscaping) shall be commenced until it has been approved or is deemed approved by the Architectural Committee as provided herein. Any Owner or other person or entity seeking to construct or install any new improvements or landscaping or to make any modification, alteration or addition to any existing improvement (including, but not limited to, landscaping) upon any portion of the Property (or to cause same to be constructed, installed or made) shall first submit to the Architectural Committee detailed plans, specifications and elevations relating to the proposed construction, installation, modification, alteration or addition prior to making any submission to Coconino County. All plans, specifications and elevations (including, but not limited to, a detailed site plan) shall be sent to the Architectural Committee by (a) personal delivery in which case the person delivering the same shall obtain a signed and dated receipt from the recipient thereof (in which event they shall be deemed received as of the date indicated by the recipient on such receipt), or (b) by U.S. mail, postage paid, certified mail, return receipt requested (in which event they shall be deemed received as of the date indicated on the return receipt). The Architectural Committee shall have thirty (30) days after receipt of

such plans, specifications, and elevations to approve or disapprove of the proposed construction, installation, modification, alteration or addition or to request additional information, and, if the Architectural Committee disapproves, to give such Owner or other person or entity reasonably detailed written reasons for such disapproval. In the event the Architectural Committee fails either to approve or disapprove the proposed construction, installation, modification, alteration or addition (or to request additional information) within said thirty (30) day period, such proposed construction, installation, modification, alteration or addition shall be deemed disapproved and the Owner can then request a meeting with the Architectural Committee to discuss the reasons for such disapproval and thereafter avail himself of the remedies available in Section 10.10 hereof

To assist the lot owner and the AC in the approval of construction plans, the Design Review Application and Construction Agreement identifies the written approval process and procedure along with a checklist is available on the Blue Ridge HOA website or by contacting any BRE AC member directly. The following is a summary of what is required:

A. Architectural plans need to be submitted to the AC for approval. Electronic or hardcopy are acceptable formats for plan submittals. It is recommended to submit the plans to the BRE AC before going to the County for permitting. If approved by the AC, the plans are returned to the lot owner with the BRE AC stamp of approval. BRE HOA has no responsibility in getting County permits and the County has no responsibility in getting BRE HOA approval for a project. These plans are submitted to the county building department along with the permit application for their review and approval. If a local builder is used, it may be more convenient to deliver one set to the AC and two sets to HOA manager. Upon review of the one set and notification of acceptance by the AC, the HOA manager is empowered to sign the two sets required by the building department.

B. A Design Review Application and Construction Agreement is required to be completed by the lot owner and submitted with the plans to the AC for review and approval. This Application is available on the website or from any AC member or HOA manager. The Application identifies those elements of construction which affect the exterior presentation of the planned construction.

- 1. The Application requires color and external material samples. If samples are unavailable but standard brands are used an identification of the brand, color chip, product chip or brochure picture is usually sufficient.*
- 2. A \$500 Cleaning and Damage Deposit and a \$50 plan review fee are required to be delivered to the HOA manager. These need to be two checks made out to Blue Ridge Estates HOA. Upon satisfactory completion of the construction project and cleanup of the construction debris, \$500 deposit will be refunded to the lot owner. The approved Design Review Application and Construction Agreement identifies the criteria used by the AC to determine satisfactory compliance is also available on the website or from any AC member.*