

ARCHITECTURAL CONTROL COMMITTEE

RULES AND REGULATIONS

FOR

CIRCLE G RANCHES 4

Tempe, ARIZONA

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AUTHORIZATION

- 1.1 The Rules apply in their entirety to all work at Circle G Ranches 4 and are strictly binding upon all Persons who at any time construct, reconstruct, refinish, alter or maintain any improvement upon the Property, or make any change in the existing surface, drainage or landscaping thereof.
- 1.2 Exceptions and modifications to the Rules are permitted only by approved Variance, granted strictly on an individual basis without establishing a precedent
- 1.3 The Rules may be amended from time to time. It is the responsibility of each Owner or other Person to obtain and review a copy of the most current version

RESPONSIBILITY: The Owner, Residents, their guests, Contractors, employees, outside Service personnel and anyone else who accesses Circle G Ranches 4 shall be governed by these rules. The Owner shall notify all pertinent parties of these rules and need for their enforcement. Insofar as the ACC and the HOA are concerned, the Owner is ultimately responsible for any complaints or infractions

DEFINITIONS

Unless the content otherwise specifies or requires, the following word or phrases when used in these Architectural Committee Rules shall have the following specific meanings. All terms used herein will have the same meaning as given to them in the Declaration unless otherwise expressly defined.

- 2.1 Architectural Control Committee (ACC)
The group of individuals established pursuant to the Declaration, authorized to determine compliance with the Architectural Committee Rules, to render design related decisions and to judge the merit of any variances.
- 2.1.2 Association (HOA)
- 2.1.3 OWNER: The owner of a lot for the purpose herein, the Owner may act through such Owner's agent, provided that such agent is authorized in writing to act in such capacity.
- 2.1.4 LOT: A subdivided lot or other building site as shown on the Plat with the exception of the Common Areas upon which all permitted improvements must be built and alterations to the existing landscape may be permitted; as used herein, "Lot" may include the Improvements on a Lot.
- 2.1.5 RESIDENCE: The Building or Buildings including any garage or other accessory Building used for residential purposes constructed on a Lot and any improvements constructed in connection therewith. Unless otherwise defined. "Residence" shall mean a single-family residence.
- 2.1.6 VISIBLE: With respect to any given object that such object is or would be visible to a person six feet tall, standing on any part of the Property other than the Lot upon which such objects are situated, at an elevation no greater than the elevation of the base of the object being viewed.

DESIGN PHILOSOPHY/STANDARDS

- 3.1 Standards for Homes are the measures for keeping our community beautiful. The standards provide owners with the benchmark that their property should reflect, enabling residents to enjoy not only the beauty of their property, but of neighboring properties as well. It is important for residents to understand the standards and to voluntarily identify when maintenance of wood, metal, stucco, concrete, etc. is needed. The goal of standards is to ensure the beauty and unique charm of Circle G Ranches 4 through regular maintenance and upkeep. Standards address the accepted appearance and maintenance of physical elements already on your property.
- 3.2 Property within Circle G Ranches 4 will be routinely reviewed for compliance to the standards by the property management company. In addition, a review will be conducted when a modification is complete, at time of sale, or upon request by an owner. Owners can save time and challenges by requesting a pre-inspection prior to putting their home on the market.
- 3.3 A property is considered to be out-of-compliance when discrepancies can be identified upon observation from the sidewalk, path, street, common area or adjacent property. Private areas (backyards, enclosed courtyards, etc.) will not be entered during routine reviews, but will be inspected as part of the modification process and at time of sale.
- 3.4 Emphasize the security and safety of each resident:
- Promote the closeness of its neighbors within a small community atmosphere; This is a place which strives to afford each resident their privacy while encouraging a sense of neighborliness. Community spaces are available for everyone to enjoy and use;
 - Facilitate a harmonious and aesthetically pleasing blend of structures, site improvements and landscaping
- 3.2 The ACC Rules define the Circle G Ranches 4 philosophy. These architectural standards and restrictions, which set the agenda for Circle G ranches 4 at large, are weighed against the individual needs and desires for each home design by the ACC. The effort is challenging and sometimes controversial, but is nonetheless necessary.

The goal is not to create monotony of appearance, but to create an aesthetically pleasing and harmonious living environment. No one residence, structure or improvement should stand apart in its design or construction so as to detract from the overall environment and appearance of Circle G Ranches 4. Nor should any design result in a significant adverse impact upon a neighboring site. The Rules should be viewed by each Owner as protection that the special environment of Circle G Ranches 4 will be preserved and enhanced over time.

SITE IMPROVEMENT STANDARDS

The following standards relate to the development of the property and deal with the issues of siting, grading, excavation, landscaping and the like. Each Lot consists of the building site for the structure(s) and the outdoor areas.

- 4.1 SETBACKS: Locate all Improvements, except Landscaping and related walls, within the Lot, which is defined by the minimum setbacks below:
- | | A.G. Lots | RI-15 Lots |
|--------------|-----------|------------|
| Front: | 40 feet | 35 feet |
| Side: | 20 feet | 15 feet |
| Rear: | 35 feet | 30 feet |
| Street Side* | 25 feet | 20 feet |

*The street side of yard of corner lots adjacent to key lots shall be increased by 10 additional feet.

- 4.2 DWELLING UNIT ORIENTATION: The location and angle of the front elevation of each Dwelling Unit shall run generally parallel to the facing alignment of the roadway.
- 4.3 SITE DRAINAGE and GRADING: shall be completed so that no surface water is caused to be diverted from one Lot onto another adjacent Lot, nor shall the work result in a condition that could lead to soil erosion on the Lot or any adjoining site.
- 4.4 PAVED AREAS: Type and color of surfacing materials, including that for walks, driveways, and off-street parking shall be approved by the ACC.
- 4.5 WORKMANSHIP: The quality of workmanship evidenced in construction must be equal to or better than that of the surrounding properties.
- 4.6 SUBMITTALS: The ACC responds to all submittals within 30 days of receipt. This includes re-submittals. All approvals and/or denials will be delivered in writing through the management company.

NEW CONSTRUCTION AND RENOVATION REGULATIONS

All Builders, Owners and other Persons shall be bound by these regulations, which shall be enforced during the construction period in order to minimize adverse impact on CIRCLE G RANCHES 4 and other Owners. It is the homeowner's responsibility to ensure that proposed construction is coordinated with, and where applicable, approved by city, county, state and federal government agencies. The HOA, ACC, the Management Company, the Board of Directors and the Association assume no responsibility for obtaining these reviews and approvals.

- 5.1 PRECONSTRUCTION CONFERENCE: Prior to commencement of the work, the Owner and Builder may be required to meet with representative(s) of the ACC to
- Discuss the overall Project
 - Review construction procedures
 - Determine the impact of the Project on other Owners
- 5.2 CONSTRUCTION ACTIVITIES and MATERIALS: shall be strictly contained on the project site. Common areas and horse trails may not be utilized in any manner to store construction material.
- 5.3 CONSTRUCTION SAFETY PROGRAMS AND REGULATIONS: In strict compliance with the current editions of the "Manual of Accident Prevention in Construction", as published by the Associated General Contractors of America, Inc. and the Occupational Safety and Health Act Compliance (OSHA), section 1926.
- 5.4 TEMPORARY FACILITIES: Location of all facilities including, but not limited to, a dumpster, portable field office, sanitary facility must be contained within the Lot. Location of these items should be placed such to minimize impact to other Owners. The ACC will review the placement of these items during the submittal process.
- 5.4.1 CONSTRUCTION FENCING AND BARRICADES: Provide as required to protect all construction and non-construction personnel, including but not limited to, the Owner and other residents at CIRCLE G RANCHES 4, from potential hazards and to secure blown trash and debris on the subject Lot.
- Install a minimum 6 feet high chain link fence around the perimeter of the construction site.
 - The fence may be removed after the house is secured by lockable doors and windows and, no

hazardous conditions exist on the site outside the buildings (ie Swimming pools, basement area without guardrails).

5.4.2 **SANITARY FACILITIES:** Provide adequate enclosed sanitary facilities for construction workers during the course of construction, located on the subject Lot at least twenty feet from any property line and where practical to limit its view from any neighboring Lot. Clean at least twice weekly. Public urination will be prosecuted as a criminal offense.

5.5 **DEBRIS and TRASH:**

- The Project Site, including stored materials, tools and equipment, shall present a neat, orderly and workmanlike appearance at all times.
- Dirt, mud, trash or debris resulting from activity on the construction site/Lot shall be promptly removed from any Lot or Common Area including, but not limited to roads, driveways, and landscaped areas.
- Frequently clean up all refuse, rubbish, scrap materials and debris on the Lot; remove daily or furnish one large roll-off type dumpster and dispose of materials off-site as necessary to prevent the container from being filled beyond capacity.
- Lightweight materials, packaging and other items shall be covered or weighted down to keep wind from blowing such materials off the site.
- Any clean-up costs incurred by the ACC or the HOA in enforcing these requirements will be billed to the Owner.

5.5 **RESTORATION OR REPAIR OF DAMAGED PROPERTY:** Damage to other property, including but not limited to, Common Areas, other Lots, roads, driveways and/or other improvements will not be permitted.

- If any such damage does occur during the course of construction (ie crushed sprinkler heads or valve boxes, or ruts), it must be repaired and/or restored promptly at the expense of the person causing the damage or the Owner of the Lot under construction.
- Upon completion of construction, 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 ACC, and repair of streets, horse trails, driveways, pathways, drains, ditches, signs, lighting, fencing, and landscaping.

5.5 **RESTORATION OR REPAIR OF DAMAGED PROPERTY:** Owners are responsible for any and all damage caused by their construction, renovation, or home improvement projects to Circle G 4 common areas or other lots. This includes, but is not limited to, Common Areas, other Lots, roads, driveways and/or other improvements.

- If any such damage does occur during the course of construction or the project (i.e. crushed sprinkler heads or valve boxes, or ruts), it must be repaired and/or restored promptly at the expense of the person causing the damage or the Owner of the Lot under construction or renovation.
- Repairs for any damage to the CG4 flood irrigation system, within the trails or Common Area, caused by the Owner's builder will be the responsibility of the Owner.
- Upon completion of construction or the project, 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 ACC, and repair of streets, horse trails, driveways, pathways, drains, ditches, signs, lighting, fencing, and landscaping.

5.6 **MISCELLANEOUS and GENERAL PRACTICES:** Owners will be absolutely responsible for the conduct and behavior of their agents, representatives, Builders, contractors and subcontractors on CIRCLE G RANCHES 4 - infractions will result in fines for deduction from the Construction Deposit. The following practices are prohibited on CIRCLE G RANCHES 4:

- Cleaning concrete, mortar, stucco and grout equipment except on the subject Lot (which shall be removed as construction debris);

- Dumping, burying or burning trash anywhere on the Lot;
- Removing rocks, plant material, topsoil, or similar items from any property of others within Circle G Ranches;
- Using disposal means other than those approved by the ACC and applicable governing authorities;
- Careless disposition of cigarettes and other Flammable material. At least one 10-pound ABC rated dry chemical fire extinguisher shall be present and available in a conspicuous place on the construction site at all times.

5.7 DUST CONTROL: The Builder shall water site as necessary to prevent dust from becoming a nuisance to the community.

5.8 UTILITIES: It is the responsibility of the Owner to coordinate with the appropriate serving utility regarding the location of utilities which may not be exactly per available maps or drawings.

5.9. NON-COMPLIANCE:

- Any violation by a Builder shall be deemed to be a violation by the Owner of the Lot.
- 48 hours after written notice of non-compliance of any provision herein, the Association has the right to repair said damage, clean-up as required or otherwise correct the stated violation and charge the Owner by lien if necessary.

NEW CONSTRUCTION AND RENOVATION DEPOSITS:

Large projects require a refundable deposit that must be made prior to the start of the project. If any violations occur during the period of construction, the appropriate fine will be taken out of this deposit. Homeowners will be notified via the management company of violations and given a chance to correct before the fund is used.

6.1 DEPOSIT SCHEDULE:

- NEW BUILD/DEMO of EXISTING HOME: Complete demo and rebuild of existing home, or a change of more than 1,500 SF to the livable space.
 - Maximum of \$10,000 Refundable Deposit
- RENOVATIONS: Modifications to existing home that add/remove 500 to 1,500 SF to the livable space, addition of detached garages, guest quarters, pool houses, and other detached structures larger than 200 SF.
 - Maximum of \$5,000 Refundable Deposit
- LANDSCAPING: Substantial (EG; redoing/replacing/updating everything but large items such as trees) or complete renovation of the yard.
 - Maximum of \$2,500 Refundable Deposit.

6.1.1

EXCLUDED ACTIVITIES: Small size projects are not included in the construction deposit schedule, including but not limited to; repainting home, roof replacement, window replacement, small landscape changes or updates, exterior door replacements.

6.2 PAYMENT OF DEPOSITS: Deposits will be paid to Vison and held in a Trust Account. Further details on this process are outlined in the Construction Deposit Agreement document on the Circle G Ranches/Vison website. Upon completion of the project, the deposit (or the remaining balance) will be returned to the homeowner within 10 days of the completion of the project.

- 6.3 **COMPLETION TIME LINES:** Listed below are the completion timelines for projects. The start date of construction is used to determine the start date of the project.
- New Builds/Demo: 18 months
 - Renovations: 9 months
 - Landscaping 3 months
- 6.4 **FINES:** Projects that require a construction deposit will have a modified fine schedule subject to approval by the Board of Directors. Construction related fines include but are not limited to:
- Trash or debris on the lot, in the street and/or visible from neighboring lots. This includes overfull dumpsters.
 - Construction equipment, storage containers, port-a-potties, and/or trailers left overnight on the street

LANDSCAPING GUIDELINES

7.1 DEFINITIONS

- **GROWING SEASON:** The period during which grass, shrubs, trees, flowers, etc., thrive. The Growing Season is typically March through October for the Phoenix area.
- **PLANTING SEASON:** Fall and Spring are the recommended Planting Seasons for planting new trees, plants, shrubs, flowers, and other live vegetation.
- **LAWN:** The portion of a lot covered with grass (or artificial turf), maintained at a low, even height, and used for aesthetic purposes.
- **YARD:** The Yard is the space or grounds surrounding the residence or Lot. This means the physical area of a Lot, including, but not limited to, shrubs, all grass areas, planting beds, trees, flowers, and the driveway area.
- **ROAD VERGE:** A strip of the lot located between the roadway and the sidewalk that is landscaped with grass, plants, rocks, or trees.

7.2 **STANDARDS FOR LANDSCAPE:** Abundant green landscaping is the signature feature of Circle G Communities and is achieved through lush shade trees, accent trees, turf, shrubs, and live plant material ground cover. Landscaping is required for all residential front and street side yards visible from neighboring properties, streets, and common areas. Desert plants (cacti, native desert trees, and shrubs) will be limited to minor accent use and, in any case, must be approved by the Architectural Committee. The Standards for Landscape are the guidelines for residents to use for the maintenance of their property. These references were designed to be easy to understand. Residents are always encouraged to contact a member of the ACC to assist with questions or proposed plans/modifications.

7.3 **LANDSCAPE DESIGN STYLE:** Any proposed landscape design must be compatible with the design aesthetics of the property itself, adjoining properties, and the neighborhood setting. The ACC considers whether the enhanced landscape detailing reflects the character of a custom home development and compliments the home's and neighborhood's aesthetics.

7.3.1 Landscaping is required for all residential front and street side yards.

7.3.2 A minimum of 40% coverage of live plant material is required in the front yard, as described above. These calculations shall not include concrete walkways, driveways, or patio-type areas. The yards shall be landscaped with turf, shrubs, and live ground cover. All turf areas must contain a minimum of 3.5" wide concrete, brick edge (header), or metal edging. A minimum of 40% coverage must be

obtained within 18 months of major yard renovations.

7.3.3 Trees are important to our community and add appeal and value. The following are the tree requirements based on Lot Zoning.

- AG Zoned Lots: a minimum of four (4) trees are required for the front yard, and a minimum of eight (8) trees are required for the backyard.
- R1-15 or Residential Zoned Lots: a minimum of three (3) trees are required for the front yard, and a minimum of five (5) trees are required for the backyard.
- The Architecture Committee will give special consideration and grant variances to lots with limited front yard space.
- Lots with a Road Verge are required to plant and maintain trees in the Road Verge. These trees are not included in the Lot Zoning Minimums.

7.3.1 CORNER/KEY LOTS AND ROAD VERGE: These homes require additional trees and/or plants as they are a major part of the feel of the community. Key Lots are the properties that reside on or have side yards along Fairfield and Caroline and have a Road Verge. Below is a list of lots included in this category:

- 3, 14, 15, 20, 21, 31, 32, 41, 42, 46,
- 54, 60, 61, 62, 63, 67, 68, 72, 76, 80,
- 84, 85, 96, 97, 101, 102, 103, 112, 113,
- 127, 128, 134, 135, 146, 153, 154, 160

7.3.2 TREES: Trees with lush canopies greater than 20 feet at maturity are preferred. The minimum size of a tree at the installation time shall be a 24" box size to satisfy the canopy spread requirement. Planting smaller trees is also encouraged; however, these trees are considered accent trees and do not satisfy the Lot Zoning Landscape Tree Requirements outlined in section 7.3.3 of these Guidelines. Recommended tree varieties are listed below. Additional varieties that meet the canopy spread requirement will also be considered.

- Chinese Elm
- Live Oak
- Pistache
- Sissoo
- Ghost Gum Eucalyptus
- Multi-Trunk Swan Hill Olive
- Multi-Trunk Ficus
- Jacaranda
- Fantex Ash
- Vitex Multi-Trunk Chaste
- Hong Kong Orchid
- Texas Olive
- Evergreen Elm
- Chilean Mesquite

*As with all ACC submissions, additional varieties will also be considered.

7.3.3 COMPLIANCE/ENFORCEMENT: Many homes may not meet the Tree Minimums and Green Space Requirements outlined in sections 7.1 - 7.3.5. Listed below are actions or events that will cause these standards to come into effect:

- Landscape Remodel/Installation - Projects involving more than 40% of the yard being updated/renovated.
- Addition of a Permanent Structure - The addition of a structure to the lot that is visible to neighboring lots; gazebo, pergola, outbuilding, garage, guest house, or any other permanent accessory building added to the lot.

- Sale of home - New homeowners will be given an 18-24 month settling-in period to make landscape redesign plans.

Dead/Diseased Tree Replacement - Enforcement of the Lot Zoning Tree Minimums will not be prompted by the replacement of dead/diseased trees as long as the dead/diseased tree is replaced with a healthy tree of the same/similar variety.

7.4 LANDSCAPE MODIFICATION PLANS: Landscape modification plans are required to be submitted to the ACC. Approved landscape plans must be completed within 90 days of the project start date.

7.5 LANDSCAPE MAINTENANCE GUIDELINES:

7.5.1 LAWNS: During the growing season the following actions need to be taken to ensure the lawn/yard is properly maintained.

1. Lawns must be mowed on a regular basis, lawn height not to exceed 5 inches.
2. Homeowners who choose to have and maintain a winter lawn are required to have and maintain a summer lawn. Homeowners are prohibited from allowing lawns to die off during summer months (roughly May – September when the winter Rye dyes off).
3. No part of the lawn shall run onto or grow into;
 - Paved surfaces such as sidewalks, curbs and common areas.
 - Planting beds or areas covered with decorative stone.
4. Lawns must be watered on a regular basis sufficient to maintain health and green color. This is weather and temperature dependent. Lawns typically need several inches of water a week to stay healthy and green.
 - Small areas of brown grass or dead spots due to excessive heat, poor soil, or other factors is common/acceptable.
 - Reasonable effort should be made to correct these problem areas such as; adjusting sprinklers, additional watering, fertilizer, etc.
5. Lawn debris, including lawn clippings should not be left along the curb, sidewalk or street.
6. Leaves, weeds, and other debris should be removed from the lawn in a timely manner.

During the non-growing season, the following actions should be taken to winterize the lawn/yard through the fall and winter months. Winter Over seeding is not mandatory for the lawn.

1. End of growing season lawn/yard maintenance should include pulling or spraying for weeds and a final mow of the lawn.
2. Leaves, weeds, and other debris should be removed from the lawn in a timely manner.

7.5.2 SHRUB CARE:

1. Shrubs to be watered/maintained/trimmed to generally accepted guidelines for the Phoenix area.
2. Dead shrubs shall be removed in a timely manner.
3. Shrubs should not excessively overhang or obstruct the sidewalks or the street.

7.5.3 TREE CARE:

1. Trees be watered/maintained/trimmed to generally accepted guidelines for the Phoenix area.

2. Dead trees shall be removed in a timely manner.
3. Mature trees need to be pruned as needed to be safe and presentable.
 - Branches overhanging the sidewalks should be pruned back or up to allow approximately 10 ft of vertical clearance over the sidewalk.
 - Branches overhanging the street should be pruned back or up to allow approximately 12 ft of vertical clearance over the street.

7.6 GENERAL LANDSCAPE MAINTENANCE:

1. All landscaped areas visible from a street or neighboring property must be maintained year- round.
2. Front yard watering systems must be automatic underground systems.
3. Minimum maintenance requirements include watering, mowing, edging, pruning, timely removal and replacement of dead or dying plants and trees.
4. Control and timely removal of weeds and noxious grasses as they appear and removal of trash and debris from gardens, desert landscape/decorative rock areas, sidewalks and driveways.
5. Landscaped areas visible from the street are not to have exposed dirt areas, i.e., unplanted flowerbeds, grade level and raised planters, etc.
6. Tree and shrub trimmings must be removed from view from the front yard after the maintenance is performed until trash pick-up day.
 - Exception: Staging of trimmings and debris for bulk pickup by the City of Tempe is exempt from this rule. Homeowners should follow the guidelines set by the city as to when to stage material which is typically no more than 10 days prior to scheduled pickup date.

7.7 GRADE LEVEL AND RAISED PLANTER MAINTENANCE: Planters finished with stucco and paint must be maintained and free from flaking/cracking/showing noticeable damage, must be maintained, finished & painted to match main home color. Exposed dirt areas are only acceptable with routine seasonal planting of annual flowers. Annual Beds must be replanted seasonally, and cannot remain empty. Shrubs and flowering shrubs must be back-filled with landscape rock to match existing landscape rock and/or approved by ACC. Plants should be appropriately sized and spaced in the planter to adequately fill planter. Dead plants to be replaced immediately and existing plants are to be watered/maintained/trimmed to generally accepted gardening guidelines for the Phoenix area. Planter must be maintained and free from weeds and debris at all times.

7.8 ORNAMENTATION: Ornamentation that is not part of the approved landscape plan needs to be submitted and follow the review process to gain approval. Such items could include, but are not limited to, driftwood, skulls, wagons, fountains, flagpoles, planters, sculptures, signs, statues, etc. Lots with an excessive number of pots, ornaments and yard art that visually obstructs the permanent landscape and/or attempts to substitute for permanent landscaping are prohibited.

7.9 HOLIDAY DECORATIONS: All holiday decorations are permissible for 30 days with the exception of Christmas decorations which may be displayed November, December and January.

7.10 GRADING, DRAINAGE AND EROSION: All lots are required to have and maintain a grading and drainage plan per the city of Tempe's requirements. Any changes in the grading and drainage of a lot

must be submitted to the Architectural Control Committee. Work may not begin without prior written approval from the ACC.

- 7.11 **WORKMANSHIP:** The quality of workmanship evidenced in landscape installation and maintenance must be equal to or better than that of the surrounding properties.
- 7.12 **DECOMPOSED GRANITE:** In visible landscape areas where granite is applied, a minimum 2-inch depth application is required over entire landscape area. White, green and other “unnatural” colors of decomposed granite are not permitted.
- 7.13 **LANDSCAPE LIGHTING:** Landscape lighting is encouraged and subject to the following criteria:
1. All landscape lighting shall be approved by the ACC prior to installation.
 2. All wiring for light fixtures must be buried below grade per the manufacturer’s requirements.
 3. Controller equipment must be located in a discrete location or screened from view from the street or adjacent property.
 4. Colored light bulbs, lens, or reflectors are not permitted.
 5. Lighting system should be intended to produce useful light.
 6. Light trespass, generally caused by poor lighting design or inadequate optical control in the fixtures, is discouraged. Encroachment of light over a residential property line or “spill light”, may be found objectionable. Addressing and controlling light trespass is the responsibility of the homeowner. ACC suggestion on lumens for various outdoor lights:

Path lighting: 100 – 200 lumens
Step lights: 12 – 100 lumens
Flood lights” 700 – 1300 lumens
- 7.14 **POOLS, FOUNTAINS AND OTHER WATER FEATURES:** Fountains and water features may be installed in rear yards and front courtyards only and shall be limited in height to seven (7) feet above the finished grade of the house. The design of such features must be compatible with the architectural character of the residence, submitted and approved by the ACC before construction or installation. Pool equipment must be appropriately screened from the view of adjacent neighbors, common areas and street. Pool equipment must be placed in a location that minimizes noise impacts on adjacent neighbors. Backwashing and draining onto streets, horse trails, common tracts or easements is not permitted. Any applicable governmental regulations regarding the disposal of pool water must be followed.
- 7.15 **HARDSCAPE ELEMENTS:** Custom designed landscape elements such as walkways, patios, pool decks are encouraged subject to the following criteria and approval by the ACC:
1. Material and color of proposed hardscape elements must be compatible with the architectural character of the home, surrounding landscape and aesthetics of the neighborhood.
 2. Where practical, material, color and texture of hardscape elements should minimize solar reflectivity.
- 7.16 **ARTIFICIAL TURF GRASS:** Premium grade, natural looking synthetic turf may be installed with ACC approval. Artificial turf grass must be maintained and free from debris and trash. Artificial turf will only be approved if it gives the same appearance as live grass.
- 7.17 **REAR YARDS:** ACC approval is required for all detached garages, fireplaces, barbecues, pizza ovens, play structures, swing sets, pergolas, gazebos, cabanas, sheds, workshops, guest houses, accessory buildings, sport courts, play equipment, lighting and any other element or structure visible from an

adjacent lot, common area or street. Items added to lots must be properly maintained and remain in good working order/condition.

- 7.18 **NATURAL SCREENING:** Oversized play equipment, boats, trailers, sheds, or other structures/items that are visible above the fence line, from an adjacent lot, common area or street often require natural screening. Please consider the guidelines below when developing your plan for concealment.
1. The ACC requires plant growth that will achieve 75% concealment within 18 months of the application approval date and 95% concealment within 24 months.
 2. The ACC requires a rendering/drawing identifying plant locations, total number of each plant variety, plant spacing and plant varieties.
 3. A watering plan as well as documentation from journals, certified landscape architects or other notable sources justifying the planting pattern should also be submitted. Live vegetation screening can include vines, plants, shrubs and trees. Live vegetation installed for the intended use of screening/concealment must be evergreen, heat and frost resistant and fast growing to achieve concealment.
 4. The ACC requires any trellis used for screening/concealment to meet the full height of the item to be screened.
 5. Any item being screened should not be visible from adjacent lots, common areas and/or the street.
 6. Removal of approved or existing screening between lots requires ACC approval.
 7. Dead or dying trees and/or shrubs used for screening must be replaced or replanted within 30 days of removal.
- 7.19 **BLOCK WALL HEIGHT INCREASE:** Increasing the height of block walls requires ACC approval. Shared walls must be finished to reasonably match the stucco and paint finishes of the adjacent lot, at the applicant's expense.

EXTERIOR and MISCELLANEOUS

- 8.1 **DOORS:** Doors are the gateways to our homes. House, garage and other doors should be properly hung. Paint or stain on doors shall be from the home's approved color palette or finish. Doors, including trim, hardware, threshold and associated features, shall be free of noticeable peeling, faded paint, cracks, dents, warpage and other visible defects.
- 8.2 **EXTERIOR LIGHTING:** Outdoor lighting fixtures and photocells shall be in operable condition, and all parts, such as posts, and lamp fixtures, free of damage, oxidation or other visible defects. Circle G Ranches IV follows a "dark skies" philosophy to minimize light pollution and light trespass.
- 8.2.1 **ACCENT LIGHTING/BISTRO STYLE LIGHTING:** Bistro style lighting and accent lighting (such as small string lights/fairy lights) for front courtyards or entryways are acceptable. White or yellow are acceptable colors. The ACC will have sole discretion as to what is acceptable or excessive.
- 8.2.2 Bistro style lights, or accent lighting in the front or rear yard should not be on at all times. Typically, these lights should go off at 10PM on weekdays and 12AM on weekends.
- 8.3 **EXTERIOR PAINT:** Body, accent and trim colors should be complementary and should be inspired by nature and or neutral. All exterior painted and coated surfaces shall be substantially free of peeling, blistering, chalking, fading, spalling, mildew, mold, rust, efflorescence and other blemishes/discoloration. All paint color changes require approval from the ACC.
- 8.4 **PLAY EQUIPMENT:** Play equipment may be installed within the private (fully walled) rear yard of a home. Height is limited to 10 feet above grade finish. The equipment should be screened from view to the extent possible and well-maintained. Play equipment exceeding the height limit and sport courts that are permanently installed require prior approval and are required to adhere to Natural Screening Guidelines and city setback requirements.
- 8.5 **ROOFS:** Roofs shall be free of cracked, missing or otherwise damaged tiles or shake shingles. Repairs should be made with materials that match the existing tiles or shingles. Vents and other protrusions through the roof shall be painted to match the color of the roof.
- 8.6 **SOLAR:** Solar panels should be screened from view to the extent possible, and be free of visible defects, discoloring and other disrepair. Solar energy devices may be added with prior ACC approval.
- 8.7 **STONE AND BRICK:** Stone, brick and similar elements shall be free of efflorescence and replaced or repaired when cracked, missing, discolored, or show other visible defects. Architectural styles and color palettes should be considered for any changes. Any addition or significant change requires ACC approval.
- 8.7 **STUCCO:** Stucco shall be substantially free of blistering, peeling, chalking, fading, spalling, mildew, mold, rust, efflorescence, discoloration or other visible blemishes. Paint should be in good repair and match the home's color palette and texture. When stucco is covering block, the block pattern may eventually begin to show through and require restuccoing. Any addition or significant change needs prior approval through the ACC.
- 8.8 **WALKWAYS, STEPS, DRIVEWAYS AND PATIOS:** Concrete, stone, brick, paver and other hardscape surfaces shall be level and free of missing stained sections and substantially free of pot holes, large cracks, grade depressions or other signs of erosion. Surfaces should be maintained in a clean condition and no colored, glossy, or reflective materials applied. Matching material shall be used when replacing damaged areas. Gravel driveways should not track gravel onto the street.

- 8.9 **WALLS, RETAINING WALLS AND BOUNDARY WALLS:** Retaining walls are designed with weep holes at the bottom, which shall be kept clear of debris to allow water to be released. Walls that are not designed as retaining walls shall not have soil against them (includes raised planters), as it may result in finish or wall failure. All walls shall be in good repair and match the home's approved color palette. Exterior walls should be finished to match the stucco and main color paint finish of the home. Retaining walls shall be waterproofed. Shotcrete walls should not be painted. Common walls between adjacent lots are the responsibility of both neighbors.
- 8.10 **WINDOWS, SHUTTERS, SCREENS AND SKYLIGHTS:** Windows and related outdoor elements, such as screens, shutters, skylights, window grids and window treatments shall be clean, complete and well maintained. Tin foil, bedsheets, etc. are not acceptable for use as window coverings.
- 8.11 **WOOD & WOOD SIDING:** Wood shall be maintained free of peeling finishes, splintering, fading, rot, warpage or damage and match the home's approved color palette.

DESIGN REVIEW & SUBMITTAL PROCEDURES:

The ACC form is available online or it can be mailed to the Management company. The type and size of your project will determine what information that you need to provide beyond what is filled out on the form.

- 9.1 **REVIEW REQUIRED:** ACC approval is required prior to implementation of any Improvement or Alteration which is visible to view including, but not limited to, Buildings or Additions, fencing, walls, new landscaping or planting replacements, lighting or, color changes.
- Exception: Seasonal plant materials for use in planting beds which are part of an approved Landscape Plan.
- 9.2 **PLAN SUBMITTALS:** All plan submittals shall be well prepared, complete and sufficient, in the ACC's sole judgement, to clearly describe the proposed improvement or alteration.
- 9.2 **PAINTING:** When painting or repainting all or portions of your property please;
- Include the names and color samples that will be used.
 - Where each color will be used
 - Body, trim, pop outs, etc.
- 9.3 **LANDSCAPING:**
- For small projects such as replacing a few plants, planting a tree, etc. please provide text or a simple drawing (if needed) as to what is being done and where it is located on the Lot.
 - Larger projects or complete renovation of the yard;
 - Complete landscaping plans
 - Tree/plant/shrub varieties
 - Payment of deposit to the HOA
- 9.4 **NEW BUILDS and LARGE RENOVATIONS:** Additional detail is needed for these size projects. Information expected, but not limited to is shown below.
- Complete architecture and/or landscaping plans, including elevations.
 - Elevations must clearly show what is being done and how the finished project will look.

The ACC may ask for color renderings or more information as needed.

- Site plan to scale with setback dimensions noted.
- Maximum structure height and square footage noted.
- Livable and under roof square footage noted.
- Design board or supporting documents that show;
 - Samples/swatches of all exterior paint colors/treatments
 - Roof tile specifications (manufacturer, model and color) or sample of tile
 - Window frame specifications (manufacturer, model, material, color)
 - Concrete color sample
 - Samples and pictures of any brick, pavers, stones, lighting (coach and carriage lights, manufacturer, model, color)
 - Mailbox finishes, hardware
 - Tree/plant/shrub varieties if landscaping is being changed
 - Any other materials and colors to be used on the exterior of the home.
 - Inspiration pictures are also often helpful and provide the ACC with a better idea of the vision for the project.

CIRCLE G RANCHES 4 HOMEOWNERS ASSOCIATION CONSTRUCTION DEPOSIT AGREEMENT

THIS AGREEMENT, dated this ____ day of _____, and is entered into by and between CIRCLE G RANCHES 4 HOMEOWNERS ASSOCIATION, an Arizona nonprofit corporation (the "Association") and _____, whose address is _____ (the "Owner") (collectively referred to as "Parties")

RECITALS

WHEREAS, Owner is the owner of record on the deed to Lot No. _____, which is located within Circle G Ranches 4.

WHEREAS, in order to ensure that all requirements of the Association in connection with construction within Circle G Ranches 4 are complied with, including the provisions of the Architecture and Landscape Guidelines, Construction Guidelines, Rules and Regulations, or other Association documents (the "Governing Documents"), the Association requires that the Owner deposit with the Association a sum (the "Construction Deposit"), to be held by the Association in accordance with the terms and conditions of this Construction Deposit Agreement ("Agreement"), in connection with the Project.

THEREFORE, in consideration of the mutual agreements of the Parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Construction Deposit. Simultaneously with the execution of this Agreement, Owner shall pay to the Association the maximum sum of ten thousand dollars (\$10,000.00) for construction of new residences and a maximum sum of five thousand dollars (\$5,000.00) for construction of major exterior remodels as the Construction Deposit for the project at Lot _____. The homeowner deposit amount for this project is _____.

2. Refundable Deposit Account. The Association shall place the Construction Deposit in a Trust Account in accordance with A.R.S. § 33-1817(2). The cost of the trust account shall be shared equally between the Association and the Owner. The Owner's share of the cost of the trust account may be deducted from the Construction Deposit. Any interest earned on the Construction Deposit shall become a part of the Construction Deposit.

3. Events of Default. It shall be an "Event of Default" under this Agreement if, at any time prior to the completion of work on the project, including completion of landscaping, the Owner or Owner's builder or any of builder's employees, subcontractors, agents or invitees violate any provisions of the Governing Documents. In the event of default, a vote of the Board will be required to utilize these deposit funds to remedy the default.

4. Association Remedies. If an Event of Default occurs, the Association shall have the right to take any action against the Owner that is available against an Owner under the Governing Documents or Arizona law, including without limitation the right to impose monetary penalties, seek injunctive relief

CG4 Construction Deposit Agreement

or seek to recover damages from the Owner suffered by the Association as a result of such Event of Default. The Association shall also have the right to take direct action to cure such Event of Default after reasonable notice to the Owner of such Event of Default and Owner's failure to take action to cure the Event of Default. In emergency circumstance, the Association may take direct action without notice to Owner. The Owner shall be liable for all monetary penalties, damages, costs, expenses, and reasonable legal fees and expenses incurred by the Association in connection with any Event of Default, and the Association shall have the right to apply all or any portion of the Construction Deposit in payment of any monetary penalties assessed for breaches of this Agreement or violations of the CC&Rs related to said construction, damages, costs, expenses, or reasonable legal fees and expenses.

5. Replenishment. If at any time the Association applies greater than fifty (50) percent of the Construction Deposit, the Owner shall have ten (10) business days to replenish the Construction Deposit in any amount sufficient to return the Construction Deposit to the original amount. If the Construction Deposit is not replenished within ten (10) business days, the building site will be shut down until the Construction Deposit is replenished. The homeowner will be given sixty (60) days after notice of fine(s) to appeal or pay the fine(s). If the fine(s) is unpaid and/or the appeal is unsuccessful the fine(s) will be paid from the construction deposit.

6. Release of Deposit. If the Association's final written report to the Owner or Owner's agent regarding the project does not specify any deficiencies, violations or unapproved variations from the approved plans that have come to the attention of the Association, the Construction Deposit shall be returned to the Owner within ten (10) business days. If the final written report identifies any deficiencies, violations or unapproved variations from the approved plans, the Association shall hold the Construction Deposit for 180 days or until a receipt of a subsequent report of construction compliance, whichever is less. If a report of construction compliance is received before the 180st day, the Association shall promptly release the Construction Deposit to the Owner within ten (10) business days. If the compliance report is not received within 180 days, the Association shall release the Construction Deposit promptly from the trust account to the Association. The Association in its discretion may release all or any part of the deposit to the Owner or Builder before receiving a compliance report. Release of the deposit to the Owner does not constitute a representation or warranty from the Association that the construction complies with the approved plans.

7. Abandonment. If the construction project is abandoned, the Association may determine the appropriate use of the Construction Deposit. By way of example, the Construction Deposit may be applied to any amounts owed to the Association by the Owner or may be transferred to the Association's reserves.

8. Appeal. The Owners shall have the right to appeal any Architectural Control Committee (ACC) decision to the board and the board shall have the right, in its discretion, to issue final rulings on any ACC decisions or disputes between the Owner and ACC.

9. Notices. All notices, consents, approvals and waivers made or given by the Association or Owner in connection with this Agreement must be in writing to be effective. All notices required to be given hereunder or by operation of law in connection with the performance or enforcement hereof shall be deemed given upon delivery if delivered personally (which includes notices delivered by messenger, telecopy [including telephone facsimile] or overnight courier) or, if delivered by mail, shall be deemed given three (3) calendar days after being deposited by certified mail in any duly-authorized United States mail depository, postage prepaid. All such notices shall be addressed as stated on the first page of this

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Agreement or to such other address or addresses as the Parties may from time to time specify in writing and delivered as provided in this paragraph.

10. Binding Effect. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective personal representatives, heirs, executors, administrators, legal representatives, successors and assigns.

11. Severability. In the event any section or provision of this Agreement should be adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other provisions of this Agreement, which shall remain in full force and effect as if the section or provision so declared or adjudged invalid was not originally a part hereof.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

13. Construction. Whenever the context of this Agreement requires, the singular shall include the plural and the masculine shall include the feminine. This Agreement shall be construed according to its fair meaning and neither for nor against any party hereto, irrespective of who caused same to be drafted. Unless otherwise indicated, all references to sections and subsections are to this Agreement.

14. Captions. The headings and other captions in this Agreement are for the convenience of reference only and shall not be used in interpreting, construing, or enforcing any of the provisions of this Agreement.

15. Time. Time is of the essence of each and every provision of this Agreement.

16. Time Periods. All time periods contained herein shall refer to calendar days, except when specific reference is made to business days. Should any time period contained herein expire on a Saturday, Sunday, or legal holiday, then such period shall be extended to the first subsequent day that is not a Saturday, Sunday or legal holiday.

17. Necessary Acts. The Parties to this Agreement shall perform all acts and execute and deliver any documents which may be necessary to carry out the provisions of this Agreement.

18. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona.

SIGNED as of the date first set forth above.

ASSOCIATION:

CIRCLE G RANCHES 4 HOMEOWNERS ASSOCIATION

By: _____

Title: _____

OWNER SIGNATURE:

Printed Name: _____