Design Guidelines

Revision Date: 01.01.2020
Table of Contents

1.0 Table of Contents ................................................................. 2
2.0 Development Introduction .................................................. 4
3.0 Introduction to Design Guidelines ........................................ 4
4.0 Site Planning ........................................................................ 4
5.0 Architectural Design ............................................................ 5
   5.1 Building Height ............................................................... 5
   5.2 Building Massing ............................................................ 5
   5.3 Roofs ............................................................................ 6
   5.4 Exterior Walls and Surfaces ............................................. 6
   5.5 Exterior Wall Colors ....................................................... 7
   5.6 Windows & Doors .......................................................... 7
   5.7 Decks and Porches .......................................................... 8
   5.8 Alternative Energy Devices ............................................. 8
   5.9 Fireplaces ................................................................... 9
   5.10 Rain Gutters & Down Spouts ......................................... 9
   5.11 Sidewalks .................................................................... 9
   5.12 Driveways ................................................................... 9
   5.13 Garages ...................................................................... 10
   5.14 Fire Protection Systems ............................................... 10
   5.15 Flagpoles .................................................................... 10
   5.16 Combined Lots ............................................................ 10
   5.17 Antennas ................................................................... 10
   5.18 Architectural Columns .................................................. 11
   5.19 Exterior Lights ............................................................. 11
   5.20 Holiday Decorations and Lighting ................................ 12

6.0 Landscape Design ................................................................... 12
   6.1 Landscape ...................................................................... 12
   6.2 Retaining walls .............................................................. 13
   6.3 Fences .......................................................................... 13
   6.4 Irrigation ....................................................................... 14
   6.5 Spas ............................................................................. 14
   6.6 Basketball Hoops/Backboards/Recreational Equipment ..... 14
   6.7 Wildfire/Fuel Modification ............................................. 15
   6.8 Re-Vegetation Plans ....................................................... 15
   6.9 Address Identification and Mailboxes ................................ 16
   6.10 Service Yard ................................................................. 16
   6.11 Ornamental Objects ....................................................... 16
   6.12 Drainage and Grading ................................................... 16
   6.13 Miscellaneous ............................................................. 17

7.0 Construction Guidelines ....................................................... 18
   7.1 Construction Deposit ..................................................... 18
   7.2 Pre-Construction Conference ........................................ 18
   7.3 Governing Authority ....................................................... 18
   7.4 Construction Trailers, Portable Field Office, Etc.............. 18
7.5 Debris and Trash Removal ...........................................18
7.6 Sanitary Facilities .........................................................19
7.7 Vehicles and Parking Areas ...........................................19
7.8 Blasting ..................................................................19
7.9 Excavation Materials ..................................................19
7.10 Building Limit Fencing ...............................................19
7.11 Restoration or Repair of Other Property Damages ...20
7.12 Miscellaneous and General Practices .........................20
7.13 Construction Access ..................................................21
7.14 Dust, Mud and Noise ...............................................21
7.15 Daily Operation .......................................................21
7.16 Signage ................................................................21

8.0 Applicability of Design Review ......................................21
9.0 Design Review Structure ...............................................22
10.0 The Design Review Process ..........................................23
10.1 New Construction .......................................................23
10.2 Review Meetings.........................................................23
10.3 Review Stages and Drawing Submittals .........................23
10.4 Review Period ..........................................................27
10.5 Modifications to Approved Plans .................................27
10.6 Modifications to Existing Homes .................................27
10.7 Variances ...............................................................28
10.8 Requests for Reconsideration ......................................28
10.9 Governmental Approval ..............................................28

11.0 Governing Precedence ................................................30
12.0 Preparer ................................................................30
13.0 Review Fees .............................................................30
14.0 Rights and Organization ..............................................31
14.1 Incorporation ............................................................31
14.2 Enforcement ............................................................31
14.3 Non-Liability of Approval for Plans ..............................31
14.4 Right of Waiver ........................................................32
14.5 Estoppel Certificate ...................................................32
14.6 Severability .............................................................32

Exhibits Attached:

Exhibit "A" Application for Preliminary Plan Review
Exhibit "B" Application for Final Plan Review
Exhibit “C” Drainage Acknowledgement
Exhibit “D” Application for Project Completion/Final Inspection
Exhibit "E" Application for Review of Modifications to an Existing Residence
Exhibit "F" Construction Violations
Exhibit "G" Approved Plant List
Exhibit “H” YHHOA Owner Construction Deposit Agreement
Two

2.0 DEVELOPMENT INTRODUCTION

Yavapai Hills presents an extraordinary opportunity to create the finest residential high country community in the Prescott area. The site possesses exceptional natural character with distinctive landforms, rock formations, open vistas, and native vegetation. Critical to establishing and maintaining the desired appearance of Yavapai Hills is the effective integration of the native environment into this remarkable natural setting.

A well-conceived design approach is essential in effectively expressing the unique natural qualities of the site. These Design Guidelines are intended to respect the site's existing characteristics, its regional and cultural context, landforms, vegetation, and visual qualities. Preservation and enhancement of these inherent characteristics at Yavapai Hills will result in the creation of a community of exceptional quality and lasting value.

Three

3.0 INTRODUCTION TO DESIGN GUIDELINES

Yavapai Hills has been planned with a commitment to the preservation and enhancement of the extraordinary Prescott high country environment. The natural beauty of the site provides the inspiration for the development of all community elements, including roads, homes, recreational facilities and community buildings. The foremost objective of these Design Guidelines is to ensure that Yavapai Hills’ built environment complements the striking natural setting while reflecting the historic architecture of Prescott.

These Yavapai Hills Design Guidelines define the character and development of all improvements within the Properties, including custom homes. Included in these guidelines are specific site planning, architectural, landscape and construction standards to ensure a sensitive approach is taken in the development of individual Structures.

While it is important to encourage a unified design philosophy for Yavapai Hills, these Guidelines are not intended to imply that all homes must be identical in design, materials, and colors. It is the desire of the Yavapai Hills Architectural Review Committee to create a high-quality custom environment. Every effort has been made to develop Design Guidelines that provide the maximum opportunity to express architectural design creativity within the framework of an overall community.

Four

4.0 SITE PLANNING

Yavapai Hills was planned to integrate the built environment with the native environment, respecting the existing topography and natural vegetation of the homesite. The proper siting of a Residence and other improvements on a Unit is critical.

To ensure the presence of a custom environment, it is required that any similar Builder spec homes have a separation between them on any side and/or front property line as determined by the Committee. This criterion also ensures that no two spec homes of similar design qualities will be adjacent to or on opposite sides of any street. The front elevation of Builder spec homes, which fall within these conditions, must be constructed of varying materials per Committee approval. All architectural improvements must be sited in accordance with the City of Prescott set back codes. Any disturbance outside the setbacks may only occur as approved by the Committee and must be mitigated back to its natural state at the expense of the Owner.
Five

5.0 ARCHITECTURAL DESIGN

Buildings designed for Yavapai Hills shall embody and reflect the ambient character of Prescott. The custom home architectural guidelines are not intended to define a homogenous style, but rather outline specific concepts to be followed throughout the design process.

All Residences within the Properties shall be designed with respect to the existing topographic character of a Unit. Homes shall not be constructed on more than 4’-0” of fill above the existing natural grade of any Lot. Landscaping surrounding the home shall not contain any fill more than 4’-0” above the existing natural grade. The Architectural Review Committee may at its sole discretion allow fill more than 4’-0” in instances where severe terrain does not allow for alternatives. On sloping Lots, the use of walkout levels should be incorporated to minimize cut and fill conditions.

To foster a consistent style, a minimum livable residential square footage has been determined in the Declaration for your unit, phase and lot number. Styles will be approved by the Committee on a case-by-case basis, taking into consideration the overall style for the neighborhood.

- 5.1 BUILDING HEIGHT

Building heights are calculated as the difference between the elevation of any major roof ridgeline and the existing grade directly below that point. In keeping with Yavapai Hills' design philosophy, buildings must be grade adaptive by design and follow the natural contours and grade changes of the individual unit.

It is important to understand that the height criteria upon initiating architectural design particularly on knoll and steep sloping lots.

The maximum building height for single story homes shall not exceed 28’-0”. The height limitation of buildings shall be two stories (excluding the chimney) but not to exceed a height of 30’-0” from undisturbed earth at any point on the side of a building facing a dedicated street or private roadway platted on a subdivision phase of the development. The maximum height at the rear of the house shall be 35’ unless there is a step construction at the rear and then the maximum height cannot exceed 40’.

It is the Owner/Contractors’ responsibility to obtain a topographical and boundary survey by a registered land surveyor prior to commencement of the design process.

- 5.2 BUILDING MASSING

Building massing shall be responsive to the custom homesite and reflect an understated scale. A composition of smaller elements has a more comfortable scale than one large element. Alternative methods of reducing the visual appearance of large massing should be thoughtfully considered. Large continuous vertical wall planes shall be avoided.

Gable ends shall be articulated to create interest. Continuation of the same materials into gables must be broken up with architectural articulation or minimally by an appropriate sized horizontal freeze board or a raised band at the plate line acceptable to the Committee.
Any foot print wall, which measures greater than 35’ shall contain a minimum of 24” horizontal wall offsets and be reflected in the roofline. All exterior wall surfaces must contain a similar level of articulation and detail.

Blank walls longer than 12’ must be broken up with architectural relief; an additional window or mature landscaping may be appropriate to create such relief. Quantity, size and species of mature landscaping are subject to the Committee approval.

- 5.3 ROOFS

Roof pitches and overhangs will vary as dictated by architectural design. Ridgelines must not exceed 50’ in length before a significant change occurs in direction and/or elevation. Roofs shall not descend closer than 7’ from grade.

Roof Overhangs are measured from the exterior finished siding to the horizontal finished fascia and shall be a minimum of 1’-6”. Eaves fascia and soffits shall be enclosed and venting covered with 1/8-inch metal screening.

Roof overhangs and dormers are encouraged to add interest and variety to roof forms. When used, dormers shall be an integral part of the roof form and proportional to the overall scale of the roof. Double stacked fascia are required; the minimum size is a 2x4” trim on 2x8” sub fascia, at eaves and gables only. Roofing material must have a minimum of a 30-year architectural life.

Roof surfacing materials are an important visual element of the overall design. The following roof surfacing materials are permitted: concrete tile, slate and composite asphalt shingle all subject to Committee review and approval. It is important that all roof materials be of a color that blends with the natural surroundings. The Committee will evaluate each roof’s material and color to ensure compatibility with the Residence’s setting. The roofline must be shown on the preliminary submittal site plan. No new roof mount air conditioning units or mechanical equipment shall be allowed. Roofing materials and system shall consist of Class A fire resistant materials.

When skylights are used, they must be integrated with the roof form to be as unobtrusive as possible. Skylights are to be flat design to roof as possible, and shall be of non-reflective dark glass. All skylight designs must be submitted to the Committee for review and approval. Skylights shall consist of double paned tempered glass.

Roof venting shall be depicted on the roofing plan and roof penetrations and accessories must be painted to match the roofing color.

- 5.4 EXTERIOR WALLS AND SURFACES

All Residences and ancillary structures must be constructed as Four-Sided Architecture. As used herein, Four-Sided Architecture means that the elevations of all four sides of the Residence must comply with the requirements of these Guidelines in terms of detailing, materials, style, and colors that must be utilized. Each color and material shall be used in an appropriate manner that is compatible with the natural surroundings and the architectural style.

Exterior wall surfaces can be, logs, exposed lap siding consisting of cedar, redwood, hardy board, color lock or stucco finishes. All stucco finish must be approved by the Committee. Stucco finishes shall be smooth sand, hand rubbed skip trowel, light stipple and/or other finishes as approved by
the Committee. Spanish lace trowel is not permitted. All outside corners of structures, including
doors and windows shall be of a 1” minimum radius. Masonite hardboard is prohibited. Other
wall surface materials shall be approved on a case-by-case basis. Wall surfaces shall be fire resistant
materials.

A border material, i.e. stucco pop-outs, wood, etc. shall terminate all rock applications against
exterior siding or stucco. All rock applications must wrap a minimum of 2’-0” where the rock
application meets

any corner of the structure, and shall be installed to within 4” of finished grade. Any "cultured"
rockwork shall match the color and character of existing rock. All rock and stone patterns are subject
to approval by the Committee. All siding must be a painted or stained surface. Stem walls shall be
mortar wash and painted to match the Residence or may contain a masonry product.

The following exterior facing materials are specifically prohibited: slump block, standard concrete
block, metal siding, vinyl, plastics, reflective surfaces, and other materials which do not reflect the
design philosophy of Yavapai Hills. All wall-mounted accessories, i.e. gas meters, cover plates, and
utilities boxes and conduits must be painted to match the adjoining wall surface color.

While ornamental columns, grills, lattice, metal railings, wood shingles, shutters, window boxes,
"shingled wall surfaces" and "gingerbread" decorations are part of the Prescott vernacular, they will
be subject to review and approval for design proportion, relevance and continuity.

• 5.5 EXTERIOR WALL COLORS

Yavapai Hills has adopted a color palette of exterior colors for new and existing homes, which must
be used when selecting exterior colors for new construction or repainting of existing structures. The
color palette consists of colors that represent the intent and integrity of the community with warm
mid-value ranges. Copies of the color palette may be borrowed from the Association at the
clubhouse and obtained for a two-week period. When selecting multiple colors from the approved
palette it is preferred that the darker color be used for trim and accents, not the main body color. The
colors making up the color palette are Sherwin Williams, but other paint manufacturers are permitted
as long as their paint matches colors in the palette. The color selections shall accompany plans that
are submitted for approval and any color change shall be submitted for review and approval.
Residences that have been completed prior to the implementation of the color palette are permitted
to keep their existing exterior color. If a repainting of the residences is desired, the color shall come
from the color palette. A minimum of two exterior colors on the Residence is required (i.e., the body
and trim). A maximum of four exterior colors are allowed. Both semi-gloss and flat paint finishes
are acceptable.

All colors must be of a light reflective value (LRV) between 15-60 for the main body color of the
residence. Trim and accent colors may be considered below an LRV of 15-80. All colors are subject
to the prior written approval of the Committee or designee.

Any metal components, including window frames and door frames shall be bronze anodized or
blend with the basic house colors and general environment; silver anodized and white window
frames are not permitted.

• 5.6 WINDOWS AND DOORS

Openings for windows and doors should be proportional to the structure and form of the Residence.
Window styles must be consistent with the architecture. Breaking up large window heights by
using transom windows works well. Large "banks" of windows are permitted provided adequate
mullions separate individual panes. Openings of unusual shapes and sizes that distract from the
overall design of a Residence shall be avoided. The use of colored, reflective, or mirrored glass is
not permitted. Stained glass windows and door treatments may be permitted
but are subject to Committee approval. All windows shall be recessed a minimum of 2” as not to appear pasted onto the exterior walls.

All windows shall consist of double paned glass. Vinyl windows of acceptable quality and energy ratings (as approved by the City of Prescott Building Department) are allowed as well as vinyl clad, metal clad, metal, wood veneer and solid wood.

- 5.7 DECKS AND PORCHES

Integrating porches or a predominant entry into the overall home design is extremely beneficial as well as a design requirement. All porches and decks shall be of direct relation to the Residence through the use of similar building materials and colors. Porches, balconies, patios and decks shall have an appropriate designed railing system. Wood balusters shall be minimum dimensions of 1” in diameter. When wrought iron is specified, the minimum dimensions of the balusters shall be 1/2”. Additional ornamentation shall also be subject to approval of the Committee.

Outdoor deck areas shall be integrated with the architecture of the Residence. Location must be within the setbacks and design must be approved by the Committee. Porches or decks that are on a sloping side of the lot must be an extension of the floor construction in a Residence so that “stilt” construction is avoided.

Deck railings spacing must comply with the Uniform Building Code which states “no object greater than 4” in diameter can pass through freely without being obstructed”. All final designs are subject to Committee approval.

- 5.8 ALTERNATIVE ENERGY DEVICES

Yavapai Hills Homeowners Association (YHHOA) understands that many homeowners may wish to explore and ultimately install some form of alternative energy to alleviate the ever-increasing energy costs required to support a modern home. Therefore, YHHOA supports the installation of alternative energy sources that do not adversely affect the character of the neighborhood, nor detract from the neighbor’s enjoyment of our beautiful natural surroundings.

Solar Energy Devices

A Solar Energy Device means a system or series of mechanisms designed primarily to provide heating, to provide cooling, to produce electrical power, to produce mechanical power, to provide solar daylighting or to provide any combination of the foregoing by means of collecting and transferring solar generated energy into such uses either by active or passive means. Such systems may also have the capability of storing such energy for future utilization.

This type of installation will generally receive approval whether it is included with new construction or is being retrofitted to an existing home. The preferred location is ground mounted, with appropriate vegetative screening. Some properties will not lend themselves to this approach.

For new construction where the devices cannot be ground mounted the devices should be inset in the roof into specifically designed cutouts. If this is not feasible then the devices should be flush mounted with the roof surface.

For retrofits, if the devices cannot be ground mounted, then the devices should be mounted as close to the existing roofing material as possible.

All material that supports the devices should be colored or anodized to match the roof color and the device color. No reflective bright work will be permitted.

All installations must be done by certified installers who are knowledgeable about the latest technologies and materials and who will provide a quality installation.
Arizona State law allows the installation of solar devices in communities that have restrictive covenants in their bylaws. However, the law permits those communities to require modifications that reduce the visual impact of the panels. These modifications must not prevent the installation of the device, impair the functioning of the device or restrict the use of, or adversely affect the cost or efficiency of, the device.

We encourage any homeowner contemplating the installation of solar devices to consult with the Committee prior to entering into any contract.

Other Forms of Alternative Energy

Currently the Committee does not recommend other forms of alternative energy installations. However, the ARC is willing to entertain suggestions that do not materially impact the quality of our neighborhoods or their resident’s enjoyment of their homes. Current State statutes do not prohibit the YHHA from denying the construction of non-solar devices.

• 5.9 FIREPLACES

All fireplaces at Yavapai Hills must be approved by the Environmental Protection Agency (EPA) in accordance with the City of Prescott's standards for particulate emissions. Final design of all fireplaces is subject to approval by the Committee.

When a fireplace direct vent is extended through the roof, it is mandatory that a chimney chase be built to screen the direct vent pipe and a chimney shroud built to screen the spark arrestor. If the fireplace sits adjacent to an external wall, the vent may penetrate the wall and must be painted the same color as the exterior wall.

• 5.10 RAIN GUTTERS & DOWNSPOUTS

Rain gutters and downspouts are required and must be integrated to the architectural design and color scheme. All downspouts must be connected to below grade drainage pipes, which convey runoff to a designated natural daylight swale or roadways. Gutter and downspout locations must be shown on the elevations. Surface drainage upon and across any Unit shall be the responsibility of the lot Owner through the implementation of sound construction and grading practices. Any improvement which creates an obstruction to surface flow, snow melt or groundwater discharge resulting in a back-up of storm waters, an increase of movement of predevelopment flow, or concentrating discharge onto neighboring Units or Common Area is strictly prohibited unless an agreement is reached with the affected adjacent Unit(s).

Installation of rain harvesting systems such as but not limited to rain barrels will be reviewed and approved by the Committee on a case-by-case basis. Appropriate screening may be required.

• 5.11 SIDEWALKS

Sidewalks from the street to the front of the home, as well as any other walkway that may be visible, shall be consistent and relate to driveway materials, as well as brick or stone used on the residence. Asphalt shall not be used for any sidewalk. Concrete, exposed aggregate concrete, brick, cobblestone, exposed aggregate, flagstone and pavers are all permitted.

• 5.12 DRIVEWAYS

Driveways shall be a minimum of 12’ wide at the property line (14’ is encouraged) extending to the setbacks and a maximum of 20’ wide at the property line. Exceptions to these dimensions will be considered on a case-by-case basis, and must be reviewed and approved by the Committee. Access to the Unit is restricted to one driveway entrance unless approved by the Committee and the City of Prescott. Provision for two off-street parking spaces within the setbacks is required.
Driveways shall be constructed of cobblestone, brick, pavers, concrete or exposed aggregate or flagstone per Committee approval. Feature "bands" of separate materials or driveway surfaces of other materials may be approved subject to review by the Committee.

- 5.13 GARAGES AND PARKING

Subject to the provisions of the applicable Supplemental Declaration, each Residence must include an attached carport or an attached or detached garage as approved by the Committee. In addition to garage or carport parking, every Residence must have paved off-street parking for two (2) additional vehicles. All Owners shall be responsible for providing off-street parking for all vehicles of the Owner and all vehicles of their guests.

Exteriors of detached carports and garages shall match the main dwelling in color, materials and style. Additionally, landscaping, vegetation or other architectural features shall be included such that the Residence and the detached carport(s) and garage(s) appear to be visually connected as a single structure.

All garage doors must be painted or stained to match the body or trim color of the Residence. Garage doors shall not exceed 14’ in height. All garage doors must be recessed a minimum of 8”. Garage doors shall be architecturally embellished to be compatible with the residential architecture.

- 5.14 FIRE PROTECTION SYSTEMS

All structures within the Properties must meet any City of Prescott Building Code requirements for fire protection systems.

- 5.15 FLAGPOLES

Flagpole standards shall be of 18.0 gauge aluminum, maximum height of the flagpole shall not exceed the rooftop of the Residence as measured from any proposed placement on the lot within the setbacks of the property, and to be of satin or bronze finish. The maximum flag size is 3’x5’. Illumination, if desired, shall be only above mounted on the pole and downward directed on the flag. Wattage cannot exceed 50 watts, 12 volts with a maximum of two fixtures. Internal halyards shall be utilized. Finials shall be simple in design and non-glaring (no ornaments or moving parts are allowed), subject to Committee approval. Bracket mounted flag standards are permitted. Location and placement of either pole or bracket shall be submitted for review by the Committee. No roof-mounted poles will be allowed. Three flags maximum are allowed per lot on one pole. Permitted flags include the following: (1) The American flag or an official or replica of a flag of the United States army, navy, air force, marine corps or coast guard by an association member on that member’s property if the American flag or military flag is displayed in a manner consistent with the federal flag code (P.L. 94 344; 90 Stat. 810; 4 United States Code sections 4 through 10. (2) The POW/MIA flag. (3) The Arizona state flag. (4) An Arizona Indian nation’s flag. (5) The Gadsden flags.

- 5.16 NO SUBDIVIDED LOTS

No lot shall be divided into smaller lots.

- 5.17 ANTENNAS

An Owner or resident must provide notification to the Association prior to the installation of the following antenna or satellite dish on a Lot: (a) an antenna or satellite dish designed for over-the-air reception of signals from direct broadcast satellites (DBS) that is 1 meter or less in diameter, (b) an antenna or satellite dish designed for multi-channel multi-point distribution (wireless cable) providers (MMDS) that is 1 meter or less in diameter, or (c) antennas designed to receive television broadcast signals (TVBS) regardless of size (“Covered Antenna”), together with their
associated mounting hardware and mast, if applicable (“Antenna System”).

An attempt should first be made to ground mount an Antenna System in the rear yard of a lot, set back at least 8 feet from all lot lines. Should an Owner determine that an Antenna System cannot be so located within the rear yard of a lot without (a) precluding reception of an acceptable quality signal, (b) unreasonably increasing the cost of installation, maintenance, or use, or (c) unreasonably delaying or preventing installation, maintenance or use of the Antenna System, then the Owner may install the Antenna System on the Residence. When installing the Antenna System on a Residence, placement of the Antenna System must be in a location least visible from the front and sides of the Residence unless said installation will (a) preclude reception of an acceptable quality signal, (b) unreasonably increase the cost of installation, maintenance, or use, or (c) unreasonably delay or prevent installation, maintenance or use of the Antenna System. The Antenna System must also be painted to match the color of the structure (wall, railing, trim, etc.) on which the Antenna System is mounted, provided that painting will not damage the Antenna System or void any manufacturer warranties. All installations shall comply to the maximum extent feasible with these Design Guidelines.

Masts extending 12 feet or less beyond the roofline may be installed on a residence, subject to the same notification process as a Covered Antenna (see above). Masts that extend more than 12 feet above the roofline or are installed nearer to the lot line than the total height of the mast and Covered Antenna must be approved by the Committee prior to installation due to safety concerns posed by wind loads and the risk of falling. Any application for a mast higher than 12 feet must include a description of the mast and Covered Antenna, the location of mast and Covered Antenna, a description of the means and method of installation, including any manufacturer specifications, and an explanation of the necessity for a mast higher than 12 feet.

Any antenna other than a Covered Antenna, must be approved by the Committee prior to installation, including, without limitation, antennas used for AM/FM radio, amateur (“ham”) radio, CB radio, Digital Audio Radio Services (“DARS”) and antennas used as part of a hub to relay signals among multiple locations.

5.18 ARCHITECTURAL COLUMNS

Front porch columns may be masonry; brick or stone, or can be made of wood material; such as a tooled colonial post or a custom-built column. All deck posts, support columns and front porch columns shall be clearly identified on the plans submitted to the Committee. Any variation in these materials shall require the Committee’s prior written approval. All exterior columns that are 8’ or less in height must be at least 10”x10” square. Those columns which extend to above 12’ must be at least one inch in width for each foot in height. Support columns of a deck or a porch must be of substantial size and material to proportionately complement the overall building mass.

5.19 EXTERIOR LIGHTING

Yavapai Hills endorses dark sky lighting. Exterior lighting provides safety, security and visual enjoyment of outdoor living spaces and requires careful consideration.

Lighting has the power of being a very strong design element, adding beauty and integrity to the landscape, as well as an element that can provide direction and security. An appropriate balance must be met between lighting, which is both adequate for residents and yet preserves the dramatic nighttime sky.

All permanently attached and detached exterior lighting designs must be submitted for review and approval to the Committee as part of the design review process. All exterior lighting locations must be shown on the elevations during the review process. The Committee accepts no liability for any costs or hardships incurred resulting from lighting installations found to be unacceptable. All such findings shall be at the sole and final discretion of the Committee.
Lighting within Yavapai Hills will consist of landscape lighting and attached architectural lighting. In general, landscape lighting or low-level path lighting should serve as the primary form of exterior lighting. Street, walkway, driveway lighting and landscape lighting, if any, shall be of low wattage and low profile and shall be of a concealed source.

Exterior lighting attached to the Residence shall be of a concealed source, shall be directed toward the Residence and shall be low wattage so as to minimize glare to neighboring structures or Common Areas. Home entrance lighting shall use frosted bulbs, non-glaring, 40 watts incandescent or the LED/CFL equivalent emanating no more than 450 lumens or less, and garage lights shall not exceed 25 watts, incandescent or the LED/CFL equivalent emitting no more than 225 lumens. Lighting sources should not be visible and thus should be aimed away from roads, sidewalks, and other residential units.

A post type electric or natural gas lamp of not less than four (4) feet and not more than six (6) feet in height is to be located not more than ten (10) feet from the street curb. Such posts shall be a minimum of 3” diameter. The light is to be activated automatically during the hours between sunset and sunrise by a photoelectric cell or equivalent device. A light strength of not less than 25 watts or more than 40 watts incandescent or the LED/CFL equivalent emitting no more than 450 lumens. Lighting source shall be concealed, not visible and directed downward. Solar lighting for post lights will be reviewed and approved by the Committee on a case-by-case basis. Following installation, the Owner is required to maintain the lamp in working order.

- 5.20 HOLIDAY DECORATIONS AND LIGHTING

For the holiday seasons that occur during November through January, decorations may be displayed beginning November 1 and must be removed by January 30. For other holidays that occur February – October, decorations may be put up 30 days before the holiday and must be removed within seven (7) days after the holiday.

Six

6.0 LANDSCAPE DESIGN

Landscape design at Yavapai Hills shall integrate the built environment with the spectacular hill country environment. Opportunities to use various landscape materials immediately adjacent to a Residence and out of view from roadways and neighboring property are recommended. However, in areas not directly adjacent to the Residence, the introduction of plant materials is limited to indigenous species found in the local plant community (Exhibit "G"). The overall objective of the landscape design guidelines is to promote integration of landscape designs as they occur within the entire property consistent to the overall neighborhood design.

- 6.1 LANDSCAPE

Landscape design at Yavapai Hills shall integrate the built environment with the spectacular hill country environment. Opportunities to use various landscape materials immediately adjacent to a Residence and out of view from roadways and neighboring property are recommended. However, in areas not directly adjacent to the Residence, the introduction of plant materials is limited to indigenous species found in the local plant community Exhibit “G” (See 6.8 RE-VEGETATION PLANS). The overall objective of the landscape design guidelines is to promote integration of landscape designs as they occur within the entire property consistent to the overall neighborhood design.
Firewise/Yard Areas. Owners must ensure that their landscaping transitions from manicured plantings around the Residence to the existing vegetation. All existing vegetation must be maintained in its natural state and shall be made “Firewise” per requirements (See 6.7 WILDFIRE/FUEL MODIFICATION). Yard areas of disturbed earth on an improved Lot shall be landscaped so as to protect such areas from erosion caused by water from adjacent properties. Properties without sufficient “natural vegetation” shall be landscaped to the property lines and any existing curbs or sidewalks.

Ground Cover. All decorative ground cover gravel is subject to the Committee approval and shall be of an earth tone, and a minimum of 1” in size. All ground cover shall be placed on 20-ounce polyester spun weed fabric in order to minimize erosion and weed growth. All Rip Rap shall be reviewed by the Committee for proper size for the specific slope and condition being applied upon and may require approved plantings to soften appearance.

Irrigation/Plant Size. Consideration should be given to water conservation, as well as fire and brush control restrictions in all landscape designs. All new plantings shall be irrigated via an automatic irrigation system. All evergreen trees shall be 6’ minimum in height; all deciduous trees shall be 1-1/2 caliper measured 12” above plant nodule. All planted trees shall be double staked for a period of two years or until established, whichever is longer. All shrubs shall be a minimum of 5 galls. All perennial plantings shall be a minimum of 1 to 2 gallons.

Trees/Shrubs/Boulders/Turf. All planting, removal and/or relocation of any trees must have the prior approval of the Committee. All lots with Residences thereon shall have a minimum of two (2) 15-alloon trees and five (5) shrubs in the front yard. All boulders shall be imbedded into the finish grade. Manicured or groomed yards including turf are allowed. Artificial turf is not permitted except for limited areas in an inconspicuous location as viewed from other properties. The Committee has final approval of acceptability of the location and the type of artificial turf on a case-by-case basis.

6.2 RETAINING WALLS

When retaining walls are required, they shall be constructed of materials consistent with the materials and colors of the Residence and other Unit improvements. The use of native/natural stone is encouraged. When appropriate, retaining walls shall be designed as an architectural extension of the Residence. If rock material to be used is other than that pre-approved by the Committee, a sample of proposed rock material and design masonry is required for review and approval. These samples are employed to assure design compatibility. Maximum total vertical exposure of a retaining wall shall not exceed 5’. The use of plantings to soften the visual impact of the retaining wall may be required by the Committee. All retaining walls must be located entirely within the setbacks or as permitted by the Committee.

6.3 FENCES

It is the intent of the Yavapai Hills design philosophy to maintain the open areas in keeping with the original vision of the community. These fencing requirements were developed to ensure the preservation and enhancement of the inherent natural characteristics of Yavapai Hills.

Fences, screens, or hedges around the perimeter of the lot are not permitted. Fences, screens or hedges for other purposes such as safety, patio privacy, pet runs or decorations require approval by the Committee and are subject to design, size, materials, color and construction requirement. Fencing must be constructed in such a way as to not impede or alter existing drainage patterns. No fence shall exceed four (4’) feet in height. All fencing shall not extend forward beyond the rear corners of the Residence. No fences are allowed that define the Property Lines or Set Back Lines. Fencing is encouraged to meander and not be rigid in design layout. In no case will a fence line
exceed the prescribed setbacks for the home on any given lot. The Committee may require additional visual screening, e.g., landscaping upon approval.

Decorative wrought iron is encouraged, subject to approval by the Committee. Solid privacy fences are not allowed. All proposed fences shall be reviewed on a case-by-case basis, as relates to the spirit of Yavapai Hills.

Dog Runs: Committee approval is required. The maximum area of dog run that may be erected is 300 square feet (area under decks are not included in the 300 square feet) and shall not exceed four (4) feet in height. It must be contained within the setbacks and must be in an inconspicuous area from any street, private amenity, open space or other units. “Chain link” type fences are permitted but must be vinyl clad or powder coated dark brown or dark green in color. Solid privacy fence styles are not allowed. Animal kennels are prohibited. No animal enclosure shall provide shelter for more than three (3) dogs over six (6) months of age. The Committee may require additional visual screening, e.g., landscaping before approval.

Garden Enclosures: Committee approval is required. The maximum area of a garden enclosure that may be erected is 300 square feet and shall not exceed four (4) feet in height. It must be contained within the setbacks, and must be in an inconspicuous location. In no case will a fence line exceed the prescribed setbacks for the property of the rear yard. “Chain link” type fences are permitted but must be vinyl clad or powder coated dark brown or dark green in color. It is permissible to install hardware cloth behind fencing and secure from the inside of the fence. Solid privacy fence styles are not allowed. The garden enclosure shall not, at any time, be used for children or animals. The Committee may require additional visual screening, e.g., landscaping before approval.

- **6.4 IRRIGATION**

All newly grassed, landscaped, or re-vegetated areas within the setbacks or immediately surrounding a Residence shall be irrigated by the Owner. Drip irrigation is encouraged for all non-turf landscape.

- **6.5 SPAS**

Spas must be within the setbacks, shall not extend forward beyond the rear corners of the residence, and shall be adequately screened from neighboring properties. Spa drains are prohibited from draining into neighboring lots or Common Areas. All spas shall be submitted to the Committee for review and approval prior to installation.

- **6.6 PORTABLE BASKETBALL HOOPS AND OTHER PLAY STRUCTURES.**

No basketball goal, backboard, standard or similar device (each, a “Basketball Structure”), and no swing set, trampoline, batting cage, or other play structure (each, a “Play Structure”) shall be placed, constructed on any Lot so as to be visible from neighboring property, except as otherwise approved by the Architectural Committee in accordance with this Section 6.6 and the other provisions of these Guidelines. No permanent or semi-permanent Basketball Structure or Play Structure may be installed on any Lot or on the Residence located on a Lot. Play Structures may be located only on the portion of a Lot between the rear wall of the Residence on the Lot and the setbacks of the Owner’s Lot. All portable Basketball Structures and Play Structures shall be commercially manufactured and must be used in accordance with the manufacturers’ directions. The Basketball Structures and Play Structures must be maintained in good condition. There must at all times be a hoop with a net on the Basketball Structure, and the hoop and net must be maintained in good condition. The Owner must obtain the consent of the Committee as to the location where the Basketball Structure or Play Structure will be placed and for any alterations to be made to the Owner’s Lot in connection with the placement of the
Basketball Structure or Play Structure. The Basketball Structure or Play Structure shall not be placed on any sidewalk or street or on any other Owner’s Lot. The Basketball Structure and Play Structure shall not be used before 8:00 a.m. or after 9:00 p.m. Arizona time. When a Basketball Structure is not in use and at all times when the use thereof is not permitted pursuant to this Section 6.6, the Owner of the Lot on which Basketball Structure is located must store the Basketball Structure in a location where it is not visible from any neighboring property. Covering the Basketball Structure with a tarp or other covering is not acceptable.

- **6.7 WILDFIRE/FUEL MODIFICATION**

Owners must be aware of the possibility of wildfire. The threat of wildfire can be greatly reduced with thoughtful planning and preventative landscape maintenance.

The objective of fire-safe landscaping is to reduce the amount of fire fuel immediately surrounding a Residence, without creating a barren or unattractive landscape. The Committee may on a case-by-case basis require an Owner to reduce the potential fire hazard of a Unit by selectively removing or thinning existing vegetation.

The creation of defensible space surrounding a home uses a three-tiered zone system.

**Zone 1** extends 20 feet adjacent to the home and its attachments such as decks and includes freestanding structures.

- All vegetation and any combustible materials shall be removed from under decks.
- Native brush and grass shall be removed within ten feet of structures and from under any trees.
- Trees shall be removed within 10 feet of any structures and trimmed where the lowest branch is no lower than one third of the tree canopy height. Tree canopies shall be spaced a minimum of 10 feet apart.
- Ornamental shrubs and plantings shall be spaced to avoid a continuous fuel source with the space between plants a minimum of the plant height.
- Lawns must be regularly watered and mowed.

**Zone 2** extends 20 to 30 feet from the home and any structures. On slopes greater than 20% gradient this zone shall be extended to 130 feet from structures, or to the property line if less than 130 feet.

- Ladder fuels below and immediately adjacent to trees shall be removed. Tree limbs shall be trimmed where the lowest branch is no lower than one third of the tree canopy height.
- Tree canopies should be a minimum of 10 feet apart.
- Fuel continuity shall be reduced by removing/trimming shrubs so that a person can easily walk between them. Creating islands of vegetation/shrubs for wildlife habitat is recommended.
- Where vegetation is greater than 4 feet in height, a clear space around each plant (or group of plants) twice the height of the plant shall be maintained.
- Grasses shall be cut to a maximum of 4 inches above the ground level.

**Zone 3** extends beyond the limits of Zone 2 and includes the totality of any vacant lots.

- Ladder fuels shall be eliminated by trimming, pruning up tree limbs, or removing vegetation from under trees. Distance to the lowest tree branches shall be a minimum of three times the brush height.
- Dead materials shall be removed.

- **6.8 RE-VEGETATION PLANS**

Landscaping is an essential element of design at Yavapai Hills. The goal in the development of Yavapai Hills and the development of individual Units is to preserve the beauty and character of
the property's natural existing vegetation while creating attractive, landscaped areas. Water conservation must be considered in all designs.

All areas of a Unit disturbed during construction must be grassed or vegetated to blend with the non-disturbed landscape. A preliminary list of plant materials used for re-vegetation shall be from the Plant List, attached as Exhibit “G”, however, a current list of plant material should be acquired from the Committee and/or the YH HOA before beginning design. The Owner shall be responsible for irrigating newly planted areas to ensure survival.

A detailed landscaping plan depicting plant type, quantity and size shall be submitted and approved by the Committee prior to the start of construction or by roof dry-in with Committee approval. This plan shall identify any trees with a 6” diameter native to the site as shown in the Preliminary Native Plant List, measured at a height of 18” above ground level (“protected tree”) that the Owner intends to remove within the setbacks. No such protected tree shall be removed without the written prior permission of the Committee. Landscape plans must include approved ground cover on rip-rap slopes.

The installation of any and all Committee approved landscape designs must be completed within twelve (12) months of starting construction of the home unless the Committee grants an extension in writing, which it shall not be obligated to do.

• 6.9 ADDRESS IDENTIFICATION AND MAILBOXES

Each Unit with the exception of Unit 9, Phase 5A & 5B shall have installed a mailbox no later than the completion of the Residence. All mailboxes must be compatible with the house design as approved by the Committee and meet City codes. The mailbox light shall be “Dark Sky” and shall not exceed 25 watts incandescent or the LED/CFL equivalent emitting no more than 225 lumens. Lighting source shall be concealed, not visible and directed downward. Address identification numbers must be displayed on the mailbox or light post and clearly visible from the street.

• 6.10 SERVICE YARD

All above-ground, animal-proof, garbage and trash containers, mechanical equipment, and other outdoor maintenance and service facilities shall be screened from streets, any Private Amenity, Open Space, and other Units. The Board of Directors (“Board”) will provide specifications for suitable screening and all designs will be reviewed for approval by the Committee. Clotheslines are prohibited.

All electrical transformers, cable TV junction boxes, telephone equipment, water connection boxes, and other related fixtures lying adjacent to any street or neighboring Unit shall be painted to match the adjacent wall color, screened from view and/or attractively landscaped with low stone or brick walls, dry stack retaining walls, boulders, or native plantings as approved by the Committee.

• 6.11 ORNAMENTAL OBJECTS

Exterior ornamental objects may require Committee approval if it is determined that the design is not in harmony with the surrounding structures or with the character of the neighborhood.

• 6.12 DRAINAGE AND GRADING

Site drainage and grading must be done with minimum disruption to the lot. Structures, roads, driveways or any improvement should be designed to fit the existing site; minimizing excavation rather than altering the site to fit poorly designed structures or Improvements. Surface drainage shall not drain to adjoining lots except as established by natural drainage patterns, nor cause a condition that could lead to off-site soil erosion on open spaces. Careful evaluation shall be given to
the erosion on open spaces and to the erosion potential and safety of the site based upon the percentage and direction of slope, soil type, vegetation cover and off-site drainage.

On some lots, drainage easements may have been recorded which must be respected. Each lot Owner should consult with a licensed civil engineer to understand the implication of the drainage easement.

Drainage from lots, including all roof drainage, landscape overflow, pool or spa back-washing and any other nuisance drainage, shall be discharged into existing drainage systems in an acceptable manner approved in writing by the Committee. Owner shall be responsible for any damage to or increased maintenance costs incurred by the damaged properties, including floods, erosion and siltation and nuisance flows, caused by uncontrolled runoff, etc. from the lots.

All drainage ways that are created to control runoff must be landscaped in a natural way utilizing native plants and rocks. No concrete lined drainage ways or techniques that may become an erosion problem will be allowed.

• 6.13 MISCELLANEOUS

Accessory Buildings: Accessory buildings not permanently attached to the Residence may be considered on a case-by-case basis by the Committee.

Awning s and Overhang s: The installation of awnings or overhangs requires Committee approval. If approved, the awning overhang color must complement the exterior of the Residence.

Birdbaths, Birdhouses and Bird Feeders: Committee approval is not required for the installation of any birdbath that is 3’ or less in height, including pedestal within the setbacks. Any such birdbath must be a compatible residential color. Design materials and placement of bird feeders and birdhouses outside of the setbacks must be approved by the Committee.

Gazebos: Committee approval is required. Any gazebo must be an integral part of the landscape plan, be constructed of similar materials and color as the Residence, and be contained within the setbacks.

Greenhouses: Committee approval is required, and any greenhouse must be attached to the Residence. It must be constructed of similar materials and color as the Residence.

Roadway Landscaping: The area between the roadway pavement and the Unit shall be landscaped and maintained by the Owner to ensure the continuity and overall integrity of the natural character. Landscape plans for this streetscape area must be approved by the Committee.

Security Treatment: The installation of security devices on Residences requires Committee approval. Steel or wrought iron bars or similar fixtures shall not be installed on the exterior or interior of any windows or doors of any Residence.

Parking Pads: Committee approval is required. Any parking pad shall be a minimum of 10’ x 20’ placed within the property setbacks. Parking pads may be constructed of cobblestone, brick, pavers, concrete or exposed aggregate, flagstone or other materials as approved by the Committee. Perimeter boundaries of the parking pad must be defined. New construction requires two off-street parking spaces within the setbacks (see 5.12 Driveways).

Any existing parking pads shall be submitted to the Committee to be documented for property records. The Committee shall have the authority to require additional boundaries definition or landscaping to enhance the appearance of existing parking pads. In addition, the Committee may grant variances on a case-by-case basis.
Seven
7.0 CONSTRUCTION GUIDELINES

In order to assure that the natural forest surroundings are not damaged during construction, the following construction regulations ("Regulations") shall apply to any and all Work performed on a Unit. All Builders and Owners shall be bound by the City of Prescott Building Codes, the Uniform Building Code, and any other applicable Governing Authority. Any violation of these Regulations by a Builder shall be deemed to be a construction violation by the Owner of the Unit, and subject to enforcement.

- 7.1 CONSTRUCTION DEPOSIT

Each Owner shall be required to sign an Owner Construction Deposit Agreement as set forth in Exhibit H and to deposit with the Association a $5000 Owner Deposit. The Owner Deposit shall be allocated as follows: $3500 for construction of a Residence in a Subdivision and $1500 for landscaping of the related Unit; provided that the Committee shall be entitled to alter such amounts as it determines from time to time to be appropriate. The Owner Deposit will be held, applied and refunded as set forth in the Owner Construction Deposit Agreement. The use of any or all of the Owner Deposit shall not be considered a measure of the damages to be paid by the Owner nor release the Owner from paying additional amounts if the total damages and other items covered by Owner Construction Deposit Agreement exceed the amount of the Owner Deposit. Any such additional amount will be recorded as a lien against the Unit until paid by the Owner.

- 7.2 PRE-CONSTRUCTION CONFERENCE

Prior to commencing construction, the Builder shall meet with the Field Inspector to review these regulations and construction procedures and to coordinate construction activities. Each Builder must sign and agree to the current adopted construction rules and acknowledge the expectations at the final inspection of the Residence.

- 7.3 GOVERNING AUTHORITY

All Builders and Owners shall comply with the regulations of any Governing Authority, as well as all applicable Occupational Safety and Health Act regulations and guidelines (OSHA).

- 7.4 CONSTRUCTION TRAILERS, PORTABLE FIELD OFFICES, ETC

Any Owner or Builder who desires to bring a construction trailer, field office or like onto the Properties shall first apply for and obtain written approval from the Committee. The trailer must be an acceptable color and have no signage. To obtain such approval, Builder shall submit a copy of the Architect’s site plan with proposed locations of the construction trailer or field office and the animal-proof trash receptacle noted thereon, all within the setbacks. Such temporary structures shall be removed upon completion of construction. The trash receptacle shall be approved by the Committee.

- 7.5 DEBRIS AND TRASH REMOVAL

Builders shall clean up all trash and debris on the construction site at the end of each day. Trash and debris shall be removed from each construction site and retrieved from neighboring properties frequently and not be permitted to accumulate, and retrieve from neighboring properties. In no case may debris and trash be allowed to exceed the top of the dumpster, and all trash receptacles must be covered in a manner acceptable to the Committee. Lightweight materials, packaging, and other items shall be covered or weighted to prevent them being blown off the construction site.
Builders are prohibited from dumping, burying or burning trash anywhere within the Properties. During the construction period, each construction site shall be kept neat and clean and shall be properly policed to prevent it from becoming an eyesore or affecting other Units, Private Amenity or any Open Space. Mud and dirt dragged from the construction site onto the paved streets of the Properties, whether caused by the Builder or any of its subcontractors or suppliers, shall be promptly removed and cleaned by the Builder. Failure to comply with this section will result in a Construction Violation Fine being levied by the Committee and/or the violation otherwise remedied by the Committee. In either case, the fine or cost of remedying the violation shall be charged against the construction deposit if not promptly paid. See Exhibit “F” for reference.

- **7.6 SANITARY FACILITIES**

Each Builder shall be responsible for providing adequate sanitary facilities for Builder's construction workers. Portable toilets shall be located only within the setbacks or in an area approved by the Committee.

- **7.7 VEHICLES AND PARKING AREAS**

Construction crews shall not park on, or otherwise use, other Units or any Open Space. Private and construction vehicles and machinery shall be parked only within the setbacks or in areas designated by the Committee. All vehicles shall be parked on the same side of the street, not in any natural or landscape areas or on the sidewalks and so as not to inhibit traffic.

Each Builder shall be responsible for assuring that its subcontractors and suppliers obey the speed limits posted within the Properties. Construction Violation Fines will be imposed against the Builder and/or the construction compliance deposit for repeated violations see Exhibit “F”. Adhering to the speed limits shall be a condition included in the contract between the Builder and its subcontractors/suppliers. Repeat offenders will be denied future access to the Properties.

- **7.8 BLASTING**

If any blasting or impact digging is to occur, the Owner or Builder must first provide to the City of Prescott and the Committee written advice of expert consultants that blasting may be accomplished safely. No blasting or impact digging causing seismic vibrations may be undertaken without the approval of the Committee.

Applicable governmental regulations concerning blasting must be observed. The Committee's only responsibility is to require evidence of such consultant's expertise. It shall have no liability for the blasting or for any damage or injury caused thereby. A copy of the permit issued by the City of Prescott Fire Department must be provided prior to the blasting occurring.

- **7.9 EXCAVATION MATERIALS**

Excess excavation materials must be hauled away from the Properties and properly disposed of. Failure to do so shall result in the removing of the material and charging the expense against the offender’s construction compliance deposit.

- **7.10 BUILDING LIMIT FENCING**

To protect the area outside the setbacks from damage due to construction operations, a temporary fence, approved by the Committee, shall be installed to completely enclose the setbacks. Such fencing shall follow the setbacks, have a single entrance located at the driveway entrance, remain until completion of construction, and then be promptly removed.

The construction trailer, if any, sanitary facilities, construction material storage and trash
receptacle must all be contained within such fence. Under special circumstances, and with the prior written approval of the Committee, construction materials may be stored outside such fence.

In the event it is necessary to conduct construction activities outside the setbacks, Builder shall first submit to the Committee a boundary description and re-vegetation plan of the proposed encroachment. Builder shall restore such encroachment to its original condition upon completion of construction.

- **7.11 RESTORATION OR REPAIR OF OTHER PROPERTY DAMAGES**

Damage and scarring of any property outside the setbacks, including but not limited to Open Space, Private Amenity, other Unit, roads, driveways, utilities, vegetation and/or other improvements resulting from construction operations will not be permitted. If any such damage occurs, it must be promptly repaired and/or restored to its original condition by the Builder and at the Builder's expense. In the event the Builder fails to restore or repair the damaged area, the Committee may repair the area and impose the expense as a charge against the construction deposit. In the event of default by the Builder in meeting these obligations or the construction deposit is insufficient to meet the obligation, the Owner who has retained the Builder shall be responsible and a lien may be recorded against the Unit until paid.

- **7.12 MISCELLANEOUS AND GENERAL PRACTICES**

All Owners will be absolutely responsible for the conduct and behavior of their agents, representatives, Builders, contractors and subcontractors while on the Properties.

Construction personnel only are allowed on site. The Committee reserves the right to ask anyone not part of the construction personnel to leave the premises.

Each Builder must provide the Committee and the management office with a contact person responsible for the project along with all contact information.

Changing oil on any vehicle or equipment on the Unit itself or at any other location within the Properties is strictly prohibited.

Smoking by construction workers outside the area designated for smoking is strictly prohibited. Designated smoking areas will be within the setbacks only. Builder shall provide fireproof receptacles.

Allowing concrete suppliers, plasterers, painters, or any other subcontractors to clean their equipment anywhere but the location specifically designated for that purpose by the Committee is strictly prohibited. Violation of this provision will result in a monetary fine per occurrence or the repayment of expense of repairing the damage, whichever is greater. See Exhibit “F” in reference to the fine amount.

Removing any rocks, plant material, topsoil, or similar items from another Unit, or anywhere else on the Properties, including other construction sites, is strictly prohibited.

Carrying any firearms within the Properties is strictly prohibited.

Using disposal methods or equipment other than those approved by the Committee is strictly prohibited.

Careless disposition of cigarettes and other flammable material is strictly prohibited. Fire suppression methods (including, but not limited to, fire extinguishers, water truck, active water etc.) shall be available on the job site at all times.
Destruction or removal of protected plant materials or plants not previously approved by the Committee is strictly prohibited. Use of or transit over any Private Amenity is strictly prohibited.

No animals may be brought onto the Properties by builders or construction personnel. In the event of a violation, the Committee, Board, or the Association shall have the right to contact authorities to impound the animal, to refuse to permit the Builder or subcontractor involved to continue on the project or to take such other action as permitted by law, these Design Guidelines or the Declaration. Radios and other audio equipment, which can be heard outside the construction site, are strictly prohibited.

Alcohol is strictly prohibited from all construction sites on any day or any time of day.

The use of horns or other audible announcing devices by any catering trucks is strictly prohibited. Trash generated from catered items shall be contained and disposed of properly. Repeated problems with these requirements will result in the catering trucks being denied admittance to the Properties.

- **7.13 CONSTRUCTION ACCESS**

The only approved construction access during the time a Residence or other structure is under construction will be over the approved driveway for the Unit unless the Committee approves an alternative access point. Trespassing onto adjacent lots is prohibited unless written permission from adjacent Owner is granted and forwarded to the Committee. In no event shall more than one construction access route be permitted onto any Unit.

- **7.14 DUST, MUD AND NOISE**

Each Builder shall be responsible for controlling dust, mud and noise, including, without limitation, music from the construction site.

- **7.15 DAILY OPERATION**

Daily working hours for each construction site shall be as follows:

**Monday –Saturday 7AM to 6PM**

No heavy equipment and/or loud power tools may be used on Saturdays.

No operation hours on Sundays or on the following Federal holidays (New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day).

Construction hours are subject to change with reasonable notice as determined by the Committee. Projects found in violation of this rule will be fined immediately in reference to Exhibit “F”.

- **7.16 SIGNAGE**

The association shall permit one builder sign with the maximum dimensions of eighteen inches by twenty-four inches to be placed on the property during the construction period.

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**Eight**

**8.0 APPLICABILITY OF DESIGN REVIEW**

These Design Guidelines govern all Properties. Unless otherwise specifically stated in these Declarations or in the Design Guidelines, all plans and materials for new construction or exterior modifications of improvements on a Unit must be approved before any construction activity
begins. Unless otherwise specifically stated in these Design Guidelines, no Residence may be constructed upon any Unit, and no improvements, including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials ("Work") shall take place without receiving the prior written approval of the Committee as described below. Where these Design Guidelines specifically allow an Owner to proceed without advance written approval, such allowance shall only be effective so long as the Owner complies with the requirements of these Design Guidelines.

Owners are responsible for ensuring compliance with all standards and procedures within these Design Guidelines. Owners are also governed by the requirements and restrictions set forth in the Declaration and any applicable Supplemental Declaration.

Nine
9.0 DESIGN REVIEW STRUCTURE

Architectural control and design review for Yavapai Hills Homeowners Association is handled by either (i) the Board of Directors (BOARD) or its designee or (ii) the Architectural Review Committee. The term "Committee," as used in these Design Guidelines, shall refer to the appropriate reviewing entity.

The Committee strongly recommends that Owners use the services of qualified professional Architects, Designers and Engineers. "Standard Plans" not designed specifically for the unique characteristics of Yavapai Hills will not be allowed. The use of Designers, Draftsmen or Builders who design, or design-build firms who do not understand the intent of these Design Guidelines, or have not demonstrated the ability to design harmoniously with the environs of these Design Guidelines is discouraged. Experience has proven that good design, specific to the site and conformance within a well-conceived development philosophy, is worth the investment.

1. Board. The Board has exclusive jurisdiction over all matters relating to architecture and landscaping, as set forth in the Declaration, so long as the YHHOA owns any portion of the Properties or any real property adjacent to the Properties and so long as the Board has not terminated such rights by written instrument executed by the Board and recorded in the Public Records (the period during which the Board exercises architectural control will hereinafter be referred to as the 'Board Review Period'). During the Board Review Period, the Board shall review plans and specifications for and shall have jurisdiction over all construction and landscaping on any Unit, shall be the conclusive interpreter of these Design Guidelines, shall monitor the effectiveness of these Design Guidelines, and may, but shall not be obligated to, promulgate additional design standards and review procedures as it deems appropriate.

The Board may from time to time, but shall not be obligated to, delegate in writing all or a portion of its rights under this Section to (i) an Architectural Committee, appointed by the Board or (ii) a committee comprised of Architects, Engineers or other persons who may or may not be Members of YHHA. In the event of such delegation, the designee's jurisdiction shall be limited to such matters as are specifically delegated by the Board. In addition, any such delegation shall be subject to (i) the right of the Board to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) the right of the Board to veto any decision, which the Board determines, in its sole discretion, to be inappropriate or inadvisable for any reason.

2. Architectural Review Committee. The Committee has jurisdiction over those responsibilities delegated to it by the Board during the Board Review Period. Following the Board Review Period, the Committee has jurisdiction over all matters relating to architecture and landscaping on any Unit. Following the Board Review Period, the committee shall review plans and specifications for all construction and landscaping on any Unit, shall have jurisdiction over all construction and landscaping on any Unit, shall be the conclusive interpreter of these Design Guidelines, shall monitor the effectiveness of these Design Guidelines, and may promulgate additional design
standards and review procedures consistent with these Design Guidelines. At least one (1) Board member must actively serve on the Committee, and function as the Chairperson.

In the event that during the course of the review process the Committee overlooks pertinent criteria, it is the Owner’s responsibility to adhere to these Design Guidelines.

Ten

10.0 THE DESIGN REVIEW PROCESS

The Design Review Process includes checkpoints designed to minimize time spent on concepts that do not adhere to these Design Guidelines.

- 10.1 NEW CONSTRUCTION

The review process for new construction is divided into the following stages:

I. Pre-design Meeting/Site Visit and Conceptual Design Review
II. Preliminary Plan Review
III. Final Plan Review
IV. Construction Monitoring
V. Final Inspection

All plans must be submitted in duplicate.

- 10.2 REVIEW MEETINGS

The Committee will conduct reviews during its regular meetings or at such other times as Committee deems appropriate. Owners, Designers, or Builders shall have the right to make a presentation at any of these meetings providing they request to do so in writing at least ten (10) days in advance of the meeting.

- 10.3 REVIEW STAGES AND DRAWING SUBMITTALS

I. Pre-Design Meeting/Site Visit and Conceptual Design Review

To initiate the review and approval process, the Owner and Designer or Builder may need to meet with a representative of the Committee, which may involve an on-site meeting to review the Lot, discuss the proposed Residence, and to explore and resolve any questions regarding building requirements or interpretation of these Design Guidelines or the Design Review Process. If a pre-design meeting is necessary, it should take place prior to preparing any detailed drawings for a proposed Residence.

Following the pre-design meeting, a second meeting may be recommended to review the design concept, direction, and character. This interface is intended to provide early direction and identification of incompatible building ideas and to endorse desirable elements.

Concept approval is not the equivalent of a final approval and does not guarantee approval of final plans.

II. Preliminary Plan Review

Preliminary drawings and all of the exhibits outlined below shall be submitted to the Committee after the Pre-Design Meeting and Conceptual Design Review. The required application for this phase is attached to these Residential Design Guidelines as Exhibit "A". The entire non-refundable Review Fee as listed in Article 10 below must be submitted with the preliminary drawings. Owner or Owner’s Agent will be allowed to attend the meeting where the final decision is made on the approval of plans.
Preliminary Submittals shall include and may not be limited to:

(i) Two (sets) are required of the site plan at a scale no less than 1" = 20' on a 24" x 36" or a 30" x 42" sheet showing the locations and areas of the Building Limit, the Residence, and all other buildings or major structures, distances from proposed structures to nearest structures (if any) on adjacent lots, driveway, parking areas, mailbox design & location, patios, pools, walls, fences, proposed utility service facilities and routes, site grading, including existing and proposed contours at two (2) foot intervals, topographic features such as washes, rock outcroppings, and locations of existing trees, including identification of every tree with a diameter of 4" or more at a height of 18" above grade, and other major plants to be retained or removed.

(ii) A topographical survey prepared by a licensed surveyor, at same scale as site plan. (Do not use the topographical sketch provided in your closing documents). Submitted plans must contain a civil engineer drainage plan designed by a licensed civil engineer and must contain a seal.

(iii) A survey, at the same scale as the site plan, showing the Lot boundaries and dimensions.

(iv) Roof plans and floor plans at no less than ¼" = 1'. Roof plans shall show the sloped roof areas, any proposed skylights and solar collectors, etc. Floor plans shall show decks, patios, retaining walls related to the Residence, trash enclosures, mechanical equipment and utilities, screening and enclosures of equipment and yards, location of the driveway and walkways, and other appurtenances.

(v) Exterior elevations of all sides of the Residence, including proposed patios and terraces, at the same scale as the floor plans, with both existing and proposed grade lines shown and all exterior material and general colors indicated. Roof ridgeline elevations also must be shown.

(vi) Identification and description of exterior finishes, including materials, window treatments, and color schemes, lighting scheme, and other details reflecting the exterior appearance of the proposed improvements.

(vii) Such other information, data, and drawings as may be reasonably requested, including without limitation, information concerning irrigation systems, lighting, satellite dish placement, walls, fences, decks, landscaping and other features. If requested, the Owner shall provide preliminary staking of the corners of the Residence and at such other locations as the Committee may request. The staking will be at such heights as may be necessary to indicate proposed elevations.

(viii) Any proposed adjustments to the Building Limit.

The Committee may request additional information or clarification of the information provided as it deems appropriate, and shall provide a written response to the Preliminary Plan within 30 days of its receipt of all required plans, information, and material, clearly indicating any changes that would be mandatory in order to obtain final approval. Incomplete packages will not be reviewed by the Committee and all copies will be returned to the Owner by the Committee or its agent.

III. Final Plan Review

After preliminary approval is obtained, the following documents shall be submitted to the Committee with all modifications following the preliminary submittal highlighted for final approval in accordance with the Declaration. Owner or Owner's Agent will be allowed to attend the meeting where the final decision is made on the approval of plans. The required application for this phase, including directions for submittal, is attached to these Design Guidelines as Exhibit "B".
Final Submittals shall include:

(i) Two (2) complete construction documents for the Residence, including building sections to illustrate the Residence, all utility locations including the final location of the sewer system, utility meter and transformer locations (and screening techniques), any approved adjustments to locations and/or areas of the Building Limit or the Residence, manufacturer's catalog cut sheets for all equipment finishes, and other pertinent items. No inked or hand drawn alterations to the plan will be accepted.

(ii) A 22” x 22” color board with catalog cuts of exterior body, trim and accents colors, front door, garage doors, exterior light fixtures and gutter color must be adhered to the color board. Physical samples of roofing material, window clad and (4) to (5) pieces of any exterior stone are also required. A legend with all manufacturer specifications including, but not limited to, light reflective values (LRV), model numbers, and specific brands must be included on the color board.

(iii) A complete landscape plan at the same scale as the site plan, showing the entire Building Limit, indicating: all areas to be irrigated; locations, size, and species of all trees and other plants to be added, including accent plants and groundcovers; all exterior walks, drives, patios and any additional concrete areas, and other decorative features including exterior lighting, and shall show screening of all ancillary equipment. A legend using clear symbols and nomenclature must be provided on the landscape plan, including proposed quantities, sizes of materials and colors. Plans for areas requiring detailed landscape design (such as a courtyard) shall be drawn at a scale of 1” = 10’ or larger and shall clearly indicate front and rear yards.

(iv) A complete grading plan establishing the existing natural grade in sufficient detail as may be required by the Committee to fully evaluate the potential impact of the proposed construction on existing trees/plants, and the extent of any proposed cuts/fills, retaining walls or extended foundations. Any proposed blasting or other site preparation work shall be indicated. The plan shall be prepared using 2’ contours. A separate plan shall show major components of the automatic underground irrigation system. This will include the location of the timer box, valves and mainline. The equipment specifications such as type and style of emitter or sprinkler head shall be in note form. Irrigation plans for turf areas must indicate with contouring and head type/locations that excess runoff or overspray will not occur into the adjacent landscape areas or adjacent street or sidewalk.

(v) Exterior lighting plan and lighting fixture details. This must indicate all types of fixtures, voltage and bulb wattage requirements. Field testing may be required by the Committee prior to final approval of proposed site lighting techniques.

(vi) Specific identification of changes made from the Preliminary Plan Submittal.

(vii) Notification of any changes required by the review processes of the local Governing Authority.

(viii) A time schedule indicating dates for commencement and completion of construction, utility hook-up, completion of landscaping work, and anticipated occupancy date.

(ix) An acknowledgment as indicated in the CC&Rs requires that construction commence within 90 days following final approval of the plans. Contractor must indicate the start date at the time of plan approval. An approved alternate start date within the three (3) month period must be obtained from the Committee. Once construction has begun, work must continue steadily on a weekly basis until completed. All work shall be completed within twelve (12) months of commencement unless otherwise specified in the notice of approval or unless the Committee grants an extension in writing, which it shall not be obligated to do. If approved work is not completed within the required time, or is disrupted for an extended time without written approval; it shall be considered nonconforming and shall be subject to enforcement action by the Association, the Board, or any aggrieved Owner.
(x) Fully executed Rules for Construction (See section 7.0 - Construction Guidelines)

NOTE: Final plans may not be submitted to the City of Prescott for grading and building permits prior to these plans being stamped and dated as approved by the Committee. The Owner/Builder must provide a copy of all building and/or grading permits to the Committee within five days upon issuance of such to Owner/Builder.

IV. Construction Monitoring

All work must conform to the approved final plans. The Builder and Owner shall cooperate with the Committee at all times by permitting, and participating in, the monitoring of construction and adherence to the construction rules and regulations presented at the pre-construction meeting.

The Committee, Builder, and Owner shall meet before the start of construction to evaluate any effect construction clearing might have with respect to natural habitat and to decide how best to mitigate impacts.

In this regard, Builder or Owner shall:
- Procure and provide Committee copies of all permits required by the local Governing Authority.
- Prepare a construction operations plan (trailers, lay-down, etc.)
- Provide Committee with a notice of Builder's intent to proceed with the construction.

A representative of the Committee will provide at least two (2) on-site formal reviews during the construction process, for the purpose of determining compliance with the approved plans. Owner or Owner’s agent will be provided the opportunity to attend these formal reviews. A written report will be provided to the Owner or Builder within (5) business days for each review, specifying any deficiencies, violations or unapproved variations from the approved plans, as amended, that have come to the attention of the Association.

V. Final Inspection

Upon completing construction of any Residence or modification for which final design approval was given, the Owner shall give written notice of completion to the Committee by submitting an Application for Project Completion Review (“Completion Notice”) in the form attached to these Design Guidelines as Exhibit “D.”

Within fifteen (15) days of receipt of a Completion Notice, the Committee or its designee shall inspect the Residence and/or improvements and modification. If the completed Residence or improvement conforms to these Residential Design Guidelines and the approved plans, the Committee shall issue a Final Inspection letter.

If the Committee determines at any time that work was not performed in compliance with the approved plans and these Design Guidelines, then, within 30 business days following the earlier of (i) discovery of the non-compliance or (ii) of receipt of the Owner's Completion Notice, the Committee shall notify the Owner in writing of such non-compliance, specifying in reasonable detail the particulars of non-compliance, and requiring the Owner to remedy the same. However, failure by Committee to notify the Owner in a timely manner shall not constitute acceptance of the non-complying Work, nor excuse the Owner from remedying non-compliance.

The Owner shall have 30 days from the date of notification by the Committee to remedy such non-compliance. If the Owner fails to remedy such noncompliance within the time required, the Board or the Association may take appropriate enforcement action. The Committee will not issue a Final Approval Letter until there is full compliance with these Design Guidelines and the approved plans, subject to any variance granted.
10.4 REVIEW PERIOD

Within 30 days of submission of all required plans, information, and materials, the Final Plan Submission shall be approved, approved with comments or stipulation, or denied or the Committee may request that the Final Plan Submission be resubmitted. The Committee shall determine when the submittal is complete. The Committee's decision shall be in one of the following forms:

"Approved" - The entire application as submitted is approved.

"Approved with comments of stipulations" - The application is not approved as submitted, but the Committee's suggestions for curing objectionable features or segments are noted. If Owner elects to modify the plan and resubmit, any items being revised from the Final Submittal shall be resubmitted with the revisions clearly marked. The Committee may require additional information, plans, or explanation addressing why the resubmitted plans should be acceptable. Committee shall have an additional 30 days from the receipt of all required information to respond to the resubmitted application.

"Denied" - The entire application as submitted is rejected in total. The Committee may provide comments but is not required to do so.

Results of reviews will not normally be discussed over the telephone. Any questions, comments, or other responses must be addressed to the Committee in writing.

In the event that the Committee fails to timely notify the Owner within 30 days of the date of the submission of the complete Final Plan Submittal of the application's approval, disapproval, or resubmittal request, approval shall be deemed granted, subject to the Board's veto power over Committee decisions as set forth in the Declaration. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with these Design Guidelines unless a variance has been granted pursuant to the Declaration.

After a final decision is rendered, one set of plans shall be returned to the Owner, accompanied by the Committee's comments and decision. The other set of plans shall be retained for the Committee's records.

10.5 MODIFICATIONS TO APPROVED PLANS

No modifications shall be made from the approved plans without a new submittal for review. The revised submittal shall indicate the changes since the last submittal and the reasons for the changes. Construction Violation Fines will be applied to any project that has been altered without first obtaining the approval of the alterations see Exhibit "F".

The review and approval of modifications shall take place within the same time periods as required for new construction.

10.6 MODIFICATIONS TO EXISTING HOMES

Prior to making any modifications, including but not limited to, changing exterior colors or materials, additions (including patios, new windows, etc.), and landscaping alterations to an existing improvement, an Application or Review (attached to these Design Guidelines as Exhibit "E") shall be submitted to the Committee along with the required Non-Refundable Review Fee. The review process for modifications generally will require the Owner and the Committee to follow the procedures outlined in Phase II - Preliminary Plan Review, and this will apply to all requests for approval involving exterior changes that alter the roof line, vary square footage of the Residence or vary exterior materials from those initially approved for the Residence and all other significant modifications as determined by the Committee.
Depending on the scope of the modification, the Committee may require a less detailed description of the proposed modification at the Committee’s discretion. Submittal requirements may be limited to plans, written narrative, and material or color samples necessary to demonstrate the proposed modification.

In obtaining approval of any less extensive design revisions, Owners are required to follow the submittal and review process outlined in these Design Guidelines. In all instances, however, these Design Guidelines shall apply as the standard against which such plans are reviewed.

A refundable construction deposit of up to $1,000 may be required on major additions or landscape projects, as determined by the Committee, to provide for any damage caused to streets, curbs or adjacent common areas.

- **10.7 VARIANCES**

  The Board may authorize a variance from these Design Guidelines under limited circumstances, based upon a written request, which includes a detailed description of the hardships, environmental considerations or other mitigating factors that apply. No variance shall be effective unless requested and granted in writing. The Board will seek opinions from the Committee relating to such variance.

- **10.8 REQUEST FOR RECONSIDERATION**

  In the event that the Owner disagrees with a decision of the Committee the Owner has the right of a hearing before the Committee. Within fifteen (15) days after receipt of a written decision by the Committee concerning their application, the Owner may make a written request for a hearing. The Committee will schedule a hearing to take place within thirty (30) days of receipt of the written request and give the Owner a minimum of seven (7) days advance notice of the hearing. In the event that the Owner disagrees with a reconsideration decision of the Committee, they have the right to an appeal to the Board of Directors as specified in the Declaration.

- **10.9 GOVERNMENTAL APPROVAL**

  Review and approval of plans and specifications shall not be a substitute for compliance with the permitting and approval requirements of the City of Prescott, Arizona, or any other Governing Authority. It is the responsibility of the Owner to obtain all necessary permits and approvals, and submit copies of all permits to the Committee.

  If the City of Prescott or any other Governing Authority having jurisdiction requires that changes be made to Committee approved final construction plans, such changes will require further review and approval by the Committee.
Phase I: Pre-Design Meeting/Site Visit and Conceptual Plan Review (If necessary)

☐ Review all design constraints, site tour, and analysis
☐ Review all conceptual themes and architectural design style to detect any design problems

Phase II: Preliminary Plan Review

☐ Non-Refundable Review fee “if a review has been completed by the Committee”
☐ Site plan and topography plan
☐ Survey of Lot and tree/plant locations
☐ Roof plan and floor plan
☐ Exterior elevations
☐ Exterior material plan and color specifications
☐ Posting of Lot
☐ Preliminary approval or resubmittal

Phase III: Final Plan Review

☐ Complete construction documents
☐ Exterior materials and color samples/specifications
☐ Landscape plan
☐ Grading plan
☐ Exterior lighting and fixture details
☐ Aging of trees/plants to be saved, moved, or cut
☐ Local Governing Authority's required changes and approval
☐ Schedule - construction/utilities/landscaping
☐ Final approval or resubmittal
☐ Color board of all exterior materials and color requirements

Phase IV: Construction Monitoring

☐ Procurement of all required permits from local Governing Authority - copies to Committee
☐ Construction operations plan (trailers, lay-down, etc.)
☐ Notice of Intent to Proceed
☐ Submit to periodic inspections
☐ Attend the (2) formal on-site inspections

Phase V: Final Inspection

☐ Copy of final approval by local Governing Authority
☐ Final inspection by Committee
☐ Final Inspection Certificate or conditional approval.
Eleven
11.0 GOVERNING PRECEDENCE

To the extent that the City of Prescott ordinances, building code or regulations require a more restrictive standard than the standards set forth in these Design Guidelines, or the Declaration, the local government standards shall prevail. To the extent that any local government standard is less restrictive, the Declaration and these Design Guidelines (in that order) shall prevail.

Twelve
12.0 PREPARER

These Design Guidelines have been prepared and adopted by the Board of Directors (Board) pursuant to the Declaration. The Design Guidelines may be changed and amended by the Board as the Board determines appropriate to serve the needs of Yavapai Hills Homeowners Association.

Thirteen
13.0 REVIEW FEES

When a Builder or Owner submits plans to the Committee for approval, the submission shall include a non-refundable "Review Fee." if a review has been completed by the Committee. The Review Fee, which may be adjusted at the Board's discretion, shall be made payable upon application to Yavapai Hills Homeowners Association as follows:

1. New Residence construction. The original improvement of a Unit.

   Review Fee -- $2,500.00

2. Major alteration or addition. A structural or site modification significant enough to warrant the issuance of a building permit by a governmental authority. Application for Review must be submitted. (See Exhibit “E”) Major alterations or additions are to be completed within 120 days of approval.

   Review Fee $100.00 -- $500.00

3. Minor architectural modification or addition. Any architectural changes that require architectural review and approval as set forth in the Declaration or these Design Guidelines but a governmental building permit is not required. For example, changing the exterior color scheme of the Residence or installing landscaping which deviates from the approved existing landscaping plan. Application for review must be submitted (Exhibit “E”). Minor modifications are to be completed within 90 days of approval.

   Review Fee -- $25.00 - $100.00

4. Changes to or resubmission of approved or unapproved plans. A new home application is entitled to three (3) individual submittals for review during the review process; thereafter each subsequent submittal shall require an additional review fee of $100.00.

   Review Fee -- $100.00
Fourteen

14.0 RIGHTS AND ORGANIZATION

The Board of Directors (Board) has reserved to itself certain rights regarding design review, approval, and enforcement. The Design Guidelines are intended to supplement and summarize, but not to replace, the procedures and rights outlined in the Declaration.

- **14.1 INCORPORATION**

The provision of the Declaration applicable to design and landscape control are incorporated herein by reference, and control over the provisions herein, in case of conflict.

- **14.2 ENFORCEMENT**

In the event of any violation of these Design Guidelines, the Board may take any action set forth in the By-Laws or the Declaration, including the levy of specific fines. The Board may also remove or remedy the violation and/or seek injunctive relief requiring the removal or the remedial action of the violation. In addition, the Board shall be entitled to recover the costs incurred in enforcing compliance and/or impose a fine against the Unit upon which such violation exists.

- **14.3 NON-LIABILITY OF APPROVAL FOR PLANS**

PRIOR TO SUBMITTING PLANS OR INFORMATION FOR REVIEW, YOU SHOULD READ AND UNDERSTAND THIS DISCLAIMER. IF YOU DO NOT UNDERSTAND IT, PLEASE ASK A REPRESENTATIVE OF THE BOARD OR THE COMMITTEE FOR AN EXPLANATION

None of the Association, the Board members, any member of the Architectural Review Committee, or any agent, employee or other party providing architectural consulting services to the Architectural Review Committee shall be liable for damages to anyone submitting plans to it for approval or to any Owners or other person by reason or mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans submitted to the Architectural Review Committee, and each Owner or other person submitting plans agrees, by submission of such plans and specifications that he will not bring any action or suit against the Association, the Board members, or the members of the Architectural Review Committee or their agents or employees, or parties providing architectural consulting services to the Architectural Review Committee, to recover damages as above described, including without limitation, to recover damages arising out of or in connection with flooding, natural disaster or soil conditions.

Approval by the Architectural Review Committee shall not be deemed to be a representation or warranty that the Owner’s plans or specifications or the actual construction of improvements are free from defects (design, construction or otherwise) or are free from hazards, such as flooding, natural disaster or adverse soil conditions or comply with applicable governmental ordinances or regulations including, but not limited to, rezoning ordinances and local building codes. It shall be sole responsibility of the owner and other persons submitting plans to the Architectural Review Committee or performing any construction, to comply with all such ordinances, regulations and codes. Each Owner understands that due to the location and condition of the Owner’s lot there may be certain inherent risks including, but not limited to those related to flooding, soil conditions or natural disaster and agrees for himself, his family, guests and invitees (the “Releasing Parties”) to release the Association, the Board members, the members of the Architectural Review Committee, their agents, employees and parties providing architectural consulting services to the Architectural Review Committee from any and all liability arising from any damage to injury to the person or property of the Releasing Parties arising out of or in connection with such hazards.
14.4 RIGHT OF WAIVER

The Committee reserves the right to waive or vary any of the procedures or standards set forth in these Design Guidelines at its discretion, for good cause shown.

However, any approval by the Committee of any drawings or specifications or Work done or proposed, or in connection with any other matter requiring such approval under the Design Guidelines or the Declaration, including a waiver by the Committee, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar drawing, specification, or matter whenever subsequently or additionally submitted for approval. For example, the Committee may disapprove an item shown in the Final Submittal even though it may have been evident and could have been, but wasn't, disapproved at the Preliminary Submittal.

Furthermore, should the Committee overlook or not be aware of any item of non-compliance at anytime during the review process, construction process or during the Final Inspection, this in no way relieves the Owner from compliance with the Design Guidelines and all other applicable codes, ordinances and laws.

14.5 ESTOPPEL CERTIFICATE

Within 30 days after written demand is delivered to the Committee by any Owner, and upon payment therewith to the Committee of a reasonable fee from time to time to be fixed by it, the Committee shall record an estoppel certificate executed by any two of its members, certifying with respect to any Unit of said Owner, that as of the date thereof either (a) all improvements and other work made or done upon it with said Unit by the Owner, or otherwise, comply with these Design Guidelines and the Declaration, or (b) such improvements and/or work do not so comply, in which event the certificate shall also (i) identify the non-complying improvements and/or work and (ii) set forth with particularity the cause or causes for such non-compliance. Any purchaser from the Owner or mortgagee or other encumbrance shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, the Committee, Board, all Owners and other interested persons, and such purchaser, mortgagee, or other encumbrance.

14.6 SEVERABILITY

If any provisions of these Design Guidelines shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of these Design Guidelines to the extent that they can be reasonably understood without the invalid portion(s).
EXHIBIT “A”  
APPLICATION FOR PRELIMINARY PLAN REVIEW  
Revision Date: 01.01.2020

OWNER: _____________________________  LOT: _____________________________

ADDRESS: __________________________  DESIGN PROFESSIONAL: ________________

____________________________________  _____________________________

EMAIL: _______________________________  EMAIL: _______________________________

PHONE: _______________________________  PHONE: _______________________________

This application will be considered complete only if all the documents and submittals, as set forth in the Design Guidelines, are included. Two sets of all documents are required.

For Reviewing Body Use Only:

ACCOUNT NO.: ______________________

SUBMITTAL DATE: ____________________

MEETING DATE: ________________________

Preliminary Requirements for Submitting: Two Sets Required:

___ REVIEW FEE  AMOUNT PAID ___________ CHECK NO. ___________

___ APPLICATION

___ SITE PLAN AND TOPOGRAPHY PLAN

___ ROOF PLAN AND FLOOR PLAN

___ EXTERIOR ELEVATIONS WITH ALL EXTERIOR ARCHITECTURAL APPOINTMENTS CALLED OUT

___ ELECTRICAL PLAN

____________________________________  _____________________________

OWNER SIGNATURE  DATE
EXHIBIT “B”
APPLICATION FOR FINAL PLAN REVIEW
Revision Date: 01.01.2020

OWNER: ________________________________ LOT: ________________________________

ADDRESS: ___________________________ BUILDER: ________________________________

________________________________________________________________________________

EMAIL: ______________________________ ROC NUMBER: ____________________________

PHONE: ______________________________ PHONE: ________________________________

This application will be considered complete only if all the documents and submittals, as set forth in the Design Guidelines, are included. Two sets of all documents are required.

For Reviewing Body Use Only:

ACCOUNT NO.: ______________________

SUBMITTAL DATE: ______________________

MEETING DATE: ______________________

Final Requirements for Submitting, Two Sets Required:

___ COLOR BOARD WITH ALL EXTERIOR COLORS & MATERIALS

___ LANDSCAPE PLAN

___ GRADING & DRAINAGE PLAN

___ FINAL SITE PLAN AND TOPOGRAPHY PLAN

___ FINAL ROOF PLAN AND FLOOR PLAN

___ FINAL EXTERIOR ELEVATIONS WITH ALL EXTERIOR ARCHITECTURAL APPOINTMENTS CALLED OUT

___ FINAL ELECTRICAL PLAN

_________________________________________ _______________________
OWNER SIGNATURE Date
EXHIBIT “C”
DRAINAGE ACKNOWLEDGEMENT
Revision Date: 01.01.2020

LOT ___________ ADDRESS _______________________________________________

OWNER ________________________________________________________________

Surface drainage upon and across my property is my responsibility as the property owner through the implementation of sound construction and grading practices. Any improvement which creates an obstruction to surface flow, snow melt or groundwater discharge resulting in a back-up of storm waters, an increase of movement of predevelopment flow, or concentrating discharge onto neighboring properties or common area is strictly prohibited unless an agreement is reached with the affected adjacent property and such improvement is approved by the Architectural Review Committee. The Architectural Review Committee reserves the authority to disapprove any exposed excavation or fill transition upon review.

I acknowledge the above requirement and sign below with full knowledge of its content and significance.

_________________________ ________________________
Signature of Primary Owner Date

_________________________ ________________________
Signature of Primary Owner Date
EXHIBIT “D”
APPLICATION FOR PROJECT COMPLETION/FINAL INSPECTION
Revision Date: 01.01.2020

This Request for a Final Inspection is to advise the Yavapai Hills Homeowners Association Architectural Review Committee that improvements or completion of your residence are completed. Owners represent that all construction is in compliance with the terms and conditions of the approval granted by the Yavapai Hills Architectural Review Committee for the property referenced below.

The Committee is requested to inspect the referenced property to confirm completion of the construction to finalize my project application.

Please check one:

______ Please call (___) _________________ to schedule an appointment for a final inspection of completed construction per my application. I understand that the results of such final inspection will be communicated in writing.

______ It is not necessary to schedule an appointment with me. I understand that the results of such final inspection will be communicated in writing.

Owner Name: ________________________________ Date: ____________
Neighborhood: ______________________________ Lot #: _____
Mailing Address: _____________________________________________

____________________________________________________________________
City: ______________________________ State: ______ Zip Code: ______

A brief description of project completion or improvements: ____________________________
____________________________________________________________________
____________________________________________________________________

Mail or Fax Completed Form to: Yavapai Hills Architectural Committee
4975 Hornet Drive
Prescott, AZ 86301

Office: (928) 778-5035
Fax: (928) 778-1625

By: ____________________________ Date: ____________________________
Signature of Property Owner
# EXHIBIT “E”
APPLICATION FOR REVIEW OF MODIFICATIONS TO AN EXISTING RESIDENCE
Revision Date: 01.01.2020

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**MODIFICATION/IMPROVEMENT REQUEST:**

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*Note: Application and all supporting documentation must be submitted one week prior to a scheduled meeting of the Architecture Review Committee in order to allow time to preview the application for completeness and possible on site viewing by committee members.*

**A plot plan or drawing of the lot/home showing locations, specific details & dimensions of any modifications to the exterior of the home or yard is required**

**ATTACHMENTS/SUBMITTAL SAMPLE:**

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*Committee Body Comments: This project must be completed within ________ days.*

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**COMMENTS**

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EXHIBIT “E”
APPLICATION FOR EXTERIOR MODIFICATION TO EXISTING RESIDENCE - FEE CHECKLIST

Lot No.: __________ Owner: ______________________________ Date: ________________

☐ Non-refundable Submittal Fee if review has been completed by Committee Date Rec’d by Assoc. __________

$25.00 Fee:
☐ Repainting of residence. Owner warrants that the color selected by the Owner is not the same as the current color of any adjacent residence of the Owner’s lot.
☐ Exterior lighting changes
☐ Shade screens
☐ Security screen doors
☐ Antennas
☐ Flag poles
☐ Rain Gutters
☐ Window/door replacement
☐ Alternative Energy devices i.e. sky lights, solar tubes, rain harvesting system

$50.00 fee:
☐ Patio Covers, Pergolas, Gazebos or Trellises
☐ Fences, Walls and Gates
☐ Garden enclosures/Dog runs
☐ Roofing repair or replacement
☐ Solar Installations
☐ Spas with Screening
☐ Awnings / Shade Screens
☐ Modification to Existing Driveways
☐ Parking pads
☐ Patios / Decking / or walkways

$75.00 - $250.00 fee:
☐ Sheds/Greenhouses
☐ Patio Enclosure
☐ Modification to Landscaping after Initial Installation
☐ Initial Landscaping for Existing Homes/Full Landscape plan
☐ Swimming Pool
☐ Minor Exterior Structural Modifications of the Home – not requiring building permit
   • Fee subject to change based on extent of Modification

$100.00 - $500.00 fee:
☐ Major Exterior Structural Modifications to the Home – requiring building permit
   • Fee based on extent of Modification
☐ Major Addition to Home
   • Fee determined based on scope of project

Required Attachments
☐ A plot plan or drawing of the lot/home with locations, specific details & dimensions
☐ Samples or catalog cuts of all exterior improvement items submitted (as needed)
☐ Complete construction documents, if appropriate (for Major modifications/additions)

Failure to complete the modification within the required time period and any extensions thereof granted by the Association – Automatic fine of $250.00 per week until the modification is completed.

Specific submission requirements and application fees for modification/improvements not listed above will be determined on a case-by-case basis.
EXHIBIT “F”
CONSTRUCTION VIOLATIONS
Revision Date: 01.01.2020

Lot # __________ Address ______________________________ Contractor/Owner __________________________ Date __________ Time ________

---

First Notice - The Violation(s) noted below must be corrected within 48 hours of this First Notice. This First Notice will be sent to the Contractor, ARC and the homeowner.

Subsequent Notice – For uncorrected first Notice Violation(s) and for repeat Violation(s) noted below, the construction site may be shut down and a minimum fine of $250.00 will be charged against the Owner and the Contractor. The Owner or Contractor must pay the fine to Yavapai Hills within ten (10) days of this notice. The construction site may remain shut down until all of the following events have occurred: (1) the Violation is corrected AND (2) the Association has received full payment from the Owner or the Contractor. This Subsequent Notice will be sent to the Contractor, ARC and the homeowner.

NOTE: For each subsequent violation of the same rule with the exception of time extensions (see below), all fines shall be doubled e.g., for the 2nd violation of the same rule, the contractor and the owner will be fined $500.00. For the 3rd violation of the same rule, the contractor and the owner will be fined $1000.00 and will continue to double for each subsequent violation.

---

Working Hours Violation (no work before 7:00 am or after 6:00 pm Mon - Sat. Saturday construction prohibits use of heavy equipment or loud power tools. No work on holidays or Sundays) Automatic fine of $250.00.

Building Envelope fences not properly erected _______ not properly maintained _______

Dumpster _______ portable toilet _______ construction trailer outside of setbacks _______

Building materials _______ equipment _______ outside of lot line

Improper disposal of trash _______ building materials _______

Commercial or Sub Contractor signs not allowed _______

Mud _______ Dirt _______ oil _______ concrete _______ on road _______ on adjacent property _______

Damaged utility _______ damaged pavement _______ damaged adjacent property _______

Starting construction prior to ARC approval _______

Parking on both sides of street or in common areas _______

Overnight parking on streets or common areas of vehicles _______ equipment _______ trailers _______

Loud Radio (sound must not be heard beyond construction site) _______

Pets _______ family members _______ on construction site _______

Alcoholic beverages _______ firearms _______ drugs _______ on construction site and/or Yavapai Hills property _______

Trespassing on adjoining lots _______

Painted residence w/out final paint inspection/approval from ARC - Automatic fine $500.00.

Any changes to ARC approved plans w/out ARC approval will be subject to an Automatic fine $250 per week, until the changes have been submitted to the reviewing body. _______

Unsafe condition(s) _______

Other _______

---

Failure to complete the residence or modification within the required time period and any extensions thereof granted by the Association – Automatic fine of $250 per week until the residence or modification is completed.

Comments _______

---

Architectural Field Inspector __________ Architectural Representative __________

All violations that encompass a monetary fine must be paid within (10) days of receipt of the violations. All violation payments MUST be payable to YAVAPAI HILLS HOA; please reference the lot and community on the check. You have the right to appeal this violation. Any appeal must be made in writing to the Yavapai Hills Board of Directors and sent to this office within (7) days of receipt of this violation.
**EXHIBIT “G”**  
**APPROVED PLANT LIST**  
Revision Date: 01.01.2020

### Trees

<table>
<thead>
<tr>
<th>Botanical Name</th>
<th>Common Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Juniperus deppeana</td>
<td>Alligator Juniper</td>
</tr>
<tr>
<td>Juniperus monosperma</td>
<td>One-Seed Juniper</td>
</tr>
<tr>
<td>Juniperus osteoeprema</td>
<td>Utah Juniper</td>
</tr>
<tr>
<td>Pinus edulis</td>
<td>Pinion Pine</td>
</tr>
<tr>
<td>Pinus ponderosa</td>
<td>Ponderosa Pine</td>
</tr>
<tr>
<td>Quercus emoryi</td>
<td>Emory Oak</td>
</tr>
<tr>
<td>Quercus gambelii</td>
<td>Gamble Oak</td>
</tr>
<tr>
<td>Quercus grisea</td>
<td>Gray Oak</td>
</tr>
<tr>
<td>Abies lasiocarpa</td>
<td>White Fir</td>
</tr>
<tr>
<td>Acer griseum</td>
<td>Paperbark Maple</td>
</tr>
<tr>
<td>Betula nigra</td>
<td>River Birch</td>
</tr>
<tr>
<td>Betula pendula</td>
<td>European White Birch</td>
</tr>
<tr>
<td>Cercis occidentalis</td>
<td>Western Redbud</td>
</tr>
<tr>
<td>Cotinus coggyria fr</td>
<td>Smoke Tree</td>
</tr>
<tr>
<td>Crataegus phaenopyrum</td>
<td>Washington Hawthorn</td>
</tr>
<tr>
<td>Ginkgo biloba</td>
<td>Maidenhair Tree</td>
</tr>
<tr>
<td>Gleditsia triananchos 'Shademaster'</td>
<td>Honey Locust</td>
</tr>
<tr>
<td>Koelreuteria paniculata</td>
<td>Goldenrain Tree</td>
</tr>
<tr>
<td>Liquidambar styraciflua</td>
<td>Sweet Gum</td>
</tr>
<tr>
<td>Picea engelmannii</td>
<td>Engelmann Spruce</td>
</tr>
<tr>
<td>Picea pungens 'glauc'a</td>
<td>Colorado Blue Spruce</td>
</tr>
<tr>
<td>Pinus m. mugo</td>
<td>Mugho Pine</td>
</tr>
<tr>
<td>Pinus nigra</td>
<td>Australian Black Pine</td>
</tr>
<tr>
<td>Platanus wrightii</td>
<td>Arizona Sycamore</td>
</tr>
<tr>
<td>Prunus cerasifera 'atropurpurea'</td>
<td>Purple-Leaf Plum</td>
</tr>
<tr>
<td>Pyrus calleryana 'Red Spire'</td>
<td>Bradford Pear</td>
</tr>
<tr>
<td>Quercus palustris</td>
<td>Pin Oak</td>
</tr>
<tr>
<td>Quercus turbinella glabra</td>
<td>Scrub Oak Rhus</td>
</tr>
<tr>
<td>Robinia neomexicana</td>
<td>Smooth Sumac</td>
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<tr>
<td>Salix babylonica</td>
<td>New-Mexican Locust</td>
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<tr>
<td>Tilia cordata 'June Bride'</td>
<td>Weeping Willow</td>
</tr>
<tr>
<td></td>
<td>Little-Leaf Linden</td>
</tr>
</tbody>
</table>

### Shrubs

<table>
<thead>
<tr>
<th>Botanical Name</th>
<th>Common Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arctostaphylos</td>
<td>'Emerald Carpet' Bearberry</td>
</tr>
<tr>
<td>Arctostaphylos patula</td>
<td>Manzanita</td>
</tr>
<tr>
<td>Artemisia tridentata</td>
<td>Big Western Sage</td>
</tr>
<tr>
<td>Berberis repens</td>
<td>Oregon Grape</td>
</tr>
<tr>
<td>Berberis thunbergii</td>
<td>'Crimson Pygmy' Dwarf Barberry</td>
</tr>
</tbody>
</table>
**SHRUBS (CONTINUED)**

<table>
<thead>
<tr>
<th>Botanical Name</th>
<th>Common Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Centranthus</td>
<td>Ruber Red Valerian</td>
</tr>
<tr>
<td>Chryosothamnus nauseosus</td>
<td>Rabbitbush</td>
</tr>
<tr>
<td>Cottonaster spp.</td>
<td>Cottonaster</td>
</tr>
<tr>
<td>Cowania stansburiana</td>
<td>Cliff Rose</td>
</tr>
<tr>
<td>Ephedra viridis</td>
<td>Green Ephedra</td>
</tr>
<tr>
<td>Euonymus alata</td>
<td>Burning Bush</td>
</tr>
<tr>
<td>Fallugia paradoxa</td>
<td>Apache Plume</td>
</tr>
<tr>
<td>Guitierrezia sarothrae</td>
<td>Snakeweed</td>
</tr>
<tr>
<td>Juniperus</td>
<td>Prince of Wales Juniper</td>
</tr>
<tr>
<td>Juniperus horizontalis ‘Wiltonii’</td>
<td>Blue Carpet Juniper</td>
</tr>
<tr>
<td>Arctostaphylos pungens</td>
<td>Pointleaf Manzanita</td>
</tr>
<tr>
<td>Ceanothus integerrimus</td>
<td>Deerbrush</td>
</tr>
<tr>
<td>Cerocarpus montanus/Alderleaf</td>
<td>Mountain Mahogany</td>
</tr>
<tr>
<td>Dasylirion wheeleri</td>
<td>Desert Spoon</td>
</tr>
<tr>
<td>Graylia brandegei</td>
<td>Spineless Hop-Sage</td>
</tr>
<tr>
<td>Rosa fendleri</td>
<td>Fendler Rose</td>
</tr>
<tr>
<td>Rosa arizonica</td>
<td>Arizona Rose</td>
</tr>
<tr>
<td>Yucca angustissima</td>
<td>Narrowleaf Yucca</td>
</tr>
<tr>
<td>Yucca navajoa</td>
<td>Navajo Yucca</td>
</tr>
</tbody>
</table>

**WILDFLOWERS & GRASS**

<table>
<thead>
<tr>
<th>Botanical Name</th>
<th>Common Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alkali Sacaton</td>
<td>Indian Rice Grass</td>
</tr>
<tr>
<td>Little Bluestem</td>
<td>Spike Muhly</td>
</tr>
<tr>
<td>Western Wheat Grass</td>
<td>Bear Grass</td>
</tr>
<tr>
<td>Orchard Grass</td>
<td>Evening Primrose</td>
</tr>
<tr>
<td>Blue Flax</td>
<td>Yellow Sweet Clover</td>
</tr>
<tr>
<td>Rocky Mountain Aster</td>
<td>Side Oats Grama</td>
</tr>
<tr>
<td>Galleta</td>
<td>Purple Prairie Clover</td>
</tr>
<tr>
<td>Sand Verbena</td>
<td>Purple Aster</td>
</tr>
<tr>
<td>Love Grass</td>
<td>Mohave Bluebells</td>
</tr>
<tr>
<td>Verbena</td>
<td>New Mexico Lupine</td>
</tr>
<tr>
<td>Yellow Columbine</td>
<td>Desert Marigold</td>
</tr>
<tr>
<td>Blue Grama</td>
<td>Sheep Fescue</td>
</tr>
<tr>
<td>Squirrel Tail</td>
<td>Gaillardia</td>
</tr>
<tr>
<td>Groundsel</td>
<td>Coreopsis</td>
</tr>
</tbody>
</table>

**FLOWERS & ACCENTS**

<table>
<thead>
<tr>
<th>Botanical Name</th>
<th>Common Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abelia grandiflora</td>
<td>Abelia</td>
</tr>
<tr>
<td>Achillea spp.</td>
<td>Yarrow species</td>
</tr>
<tr>
<td>Aquilegia spp.</td>
<td>Native Columbines</td>
</tr>
<tr>
<td>Buddleia davidii</td>
<td>Butterfly Bush</td>
</tr>
<tr>
<td>Echinacea purpurea</td>
<td>Purple Coneflower</td>
</tr>
<tr>
<td>Kniphofia spp.</td>
<td>Poker Plants</td>
</tr>
<tr>
<td>Melampodium leucanthum</td>
<td>Blackfoot Daisy</td>
</tr>
<tr>
<td>Oenothera caespitosa</td>
<td>White-tufted Evening Primrose</td>
</tr>
<tr>
<td>Penstemon spp.</td>
<td>Penstemon species</td>
</tr>
<tr>
<td>Psilostrophe bakeri, tagetina</td>
<td>Paperflower species</td>
</tr>
</tbody>
</table>
### Flowers & Accents Continued

<table>
<thead>
<tr>
<th>Botanical Name</th>
<th>Common Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ratibida columnifera</td>
<td>Mexican Hat</td>
</tr>
<tr>
<td>Salvia spp.</td>
<td>Salvia species</td>
</tr>
<tr>
<td>Stachys byzantina</td>
<td>Lamb's Ears</td>
</tr>
<tr>
<td>Viguiera multiflora</td>
<td>Showy Goldeneye</td>
</tr>
<tr>
<td>Yucca baccata</td>
<td>Banana Yucca</td>
</tr>
<tr>
<td>Yucca elata</td>
<td>Soaptree Yucca</td>
</tr>
<tr>
<td>Zinnia grandiflora</td>
<td>Prairie Zinnia</td>
</tr>
</tbody>
</table>

*Other species may be submitted and will be considered for approval*
EXHIBIT “H”
OWNER CONSTRUCTION DEPOSIT AGREEMENT
Revision Date: 01.01.2020

In compliance with the Yavapai Hills Homeowners Association Residential Design Guidelines (the “Design Guidelines”) adopted by the Architectural Committee (the “Committee”) for the Yavapai Hills Homeowners Association (the “Association”), ___________________________________ (the “Owner”) hereby deposits with the Association the sum of $5,000.00 (the “Owner Deposit”) and agrees to the following terms and conditions as to the work to be done by ________________________ (the “Contractor”) in relation to the Dwelling and the other improvements (the “Improvements”) to be constructed on the Lot located at _________________________, Prescott Arizona (the “Owner’s Lot”). Except as otherwise defined herein, the capitalized terms used herein have the meanings as defined in the Declaration of Covenants, Conditions, and Restrictions for Residential Lots for the Yavapai Hills Unit in which the Owner’s Lot is located (as amended, the “Declaration”). The Owner Deposit is in addition to the Contractor Construction Deposit deposited by the Contractor pursuant to the Contractor Construction Deposit Agreement of even date herewith. In the event the Owner is the builder of the Dwelling or other Improvements on the Owner’s Lot, the Owner shall nonetheless be obligated to deposit both the Owner Deposit and the Contractor Construction Deposit.

1. In the event that the Owner, the Contractor or their respective agents, representatives or employees (i) causes any damage, destruction and scarring to any other property resulting from construction operations, including, but not limited to, open space, the Common Areas and Facilities, other Lots or residences, any entry or exit gates, roads, driveways, concrete curbs and gutters, and/or other Improvements (collectively, “Damage”), (ii) fails to comply with the Design Guidelines, the Declaration or any Association Rules and Regulations, or (iii) fails to construct the Dwelling and the other Improvements on the Owner’s Lot in accordance with the approved plans therefor, the Association may use the Owner Deposit to, among other things, (a) repair and/or rectify the Damage; (b) enforce the Design Guidelines, the Declaration and any other Association Rule and Regulation violated and, at its sole option, cure any defect or problem caused by said non-compliance, (c) pay any enforcement costs incurred by the Association, including, without limitation, reasonable attorneys’ fees and costs, and (d) pay any fines assessed against the Owner or the Contractor in connection therewith. Within a reasonable time of the Committee being notified of the occurrence of any such Damage or other violation, the amount of the Owner Deposit to be used, if any, shall be approved in writing by a majority of the Committee. The Committee may postpone its review of payment pending receipt of any information which the Committee, in its sole discretion, may require. A copy of the Committee decision shall be mailed to Owner at the address indicated below. Withdrawal of money from the Owner Deposit shall occur no sooner than ten (10) days after the date written notice of the Committee decision is sent to the Owner. If the Owner wishes to contest the Committee’s decision to use any or all of the Owner Deposit as ascribed above, the Owner must, within ten (10) days after the date of notice of the Committee’s decision with respect to said Owner Deposit, submit a written request to the Association for a hearing before the Association Board of Directors (the “Board”). The Board shall schedule such hearing as part of the larger agenda of a regular or special Board meeting and send written notice of the hearing date and time to the Owner no less than ten (10) days prior to said date. Following any such hearing, the Board shall determine the amount of the Owner Deposit to be used, if any.

2. Following the Association’s use of all or any portion of the Owner Deposit, the Owner shall immediately pay to the Association an amount sufficient to replenish the Owner Deposit to the sum initially deposited. Failure to replenish the Owner Deposit within seven (7) days following the Association’s delivery of written demand shall be deemed a material breach of the Design Guidelines and the Declaration and shall entitle the Association to (i) deny the Contractor (including any of Contractor’s suppliers, subcontractors, employees and materialmen) access to the Yavapai Hills community and (ii) lien the Owner’s Lot in an amount equal to the Owner Deposit deficiency. It is expressly understood that the use of any or all of the Owner Deposit shall not be considered a measure of the
3. Upon completion of the Dwelling and other Improvements, the Owner shall give written notice of Final Completion to the Committee (the “Completion Notification”). As used herein, “Final Completion” shall mean receiving a Certificate of Occupancy for the Dwelling and other Improvements from the City of Prescott, completion of all exterior work including driveways and sidewalks and the removal of all dumpsters, trash receptacles, portable sanitary facilities and portable construction buildings and correction of all Damages.

4. Within ten (10) days of the Committee’s receipt of the Completion Notification, a representative of the Committee shall inspect the Dwelling and the other Improvements for compliance with the approved plans therefor. Within thirty (30) business days after such inspection, the Committee shall provide to the Owner a copy of a written report specifying any deficiencies, violations, Damages or unapproved variations from the approved plans for the Dwelling and the other Improvements that have come to the attention of the Committee (the “Committee Written Report”). If the Committee Written Report does not specify any deficiencies, violations, Damages or unapproved variations from the approved plans for the Dwelling and the other Improvements, subject to the Landscaping Holdback (as defined in Section 6 herein below), subject to the right of the Association to use the Owner Deposit in the manner set forth in Section 1 of this Agreement, the Association shall release the remaining balance of the Owner Deposit to the Owner.

5. If the Committee Inspection Report identifies any deficiencies, violations, Damages or unapproved variations from the approved plans, the Association may hold the balance of the Owner Deposit for one-hundred eighty (180) days of the date of the Committee Written Report or until receipt of a subsequent Completion Certification from the Owner, whichever is less. If a subsequent Completion Report evidencing all deficiencies, violations, Damages and unapproved variations from the approved plans have been resolved is received by the Committee within such one-hundred eighty (180) days, subject to the right of the Association to use the Owner Deposit in the manner set forth in Section 1 of this Agreement, the Association shall release the remaining balance of the Owner Deposit to the Owner subject to the Landscaping Holdback. If a subsequent Completion Report evidencing all deficiencies, violations, Damages and unapproved variations from the approved plans have been resolved is not received by the Committee within such one-hundred eighty (180) days, the Association shall be entitled to retain the balance of the Owner Deposit. During the time the Association is holding the Owner Deposit, the Association shall be entitled to, but not obligated to, use the Owner Deposit in the manner set forth in Section 1 of this Agreement.

6. Notwithstanding the provisions of Sections 3, 4 and 5 of this Agreement, the Association shall be entitled to retain $1,500 of the Owner Deposit (the “Landscaping Holdback”) until the landscaping on the Owner’s Lot has been completed in accordance with the Design Guidelines and the plans therefor approved by the Committee. Upon the Committee’s receipt of notification from the Owner of the completion of the landscaping on the Owner’s Lot, the Committee shall inspect the landscaping and hold or refund the Landscaping Holdback in accordance with the procedures applicable to the Owner Deposit under Sections 3, 4 and 5 of this Agreement.

7. Notwithstanding anything to the contrary contained in this Agreement, if the construction project for the Dwelling and the other Improvements is abandoned, the Board of Directors of the Association may determine the appropriate use of the Owner’s Deposit.

8. None of the Committee, the Board, the Association nor any member of any thereof shall be liable to the Owner, the Contractor or any other person for any loss, damage or injury arising out of the payment or non-payment of the Owner Deposit funds unless such loss, damage or injury is due to willful misconduct or bad faith of the Committee, the Association, the Board or the respective members thereof, as the case may be.

9. The Owner and the Contractor hereby agree to indemnify the Association, the Board of Directors, the Committee, the Association’s property manager and the respective members thereof and to defend and hold those same parties harmless from all claims, costs, fees (including court costs and witness and attorneys’ fees), expenses, loss, damage and liability of any kind, including, without limitation, mechanics’ or materialmen’s liens, which may be asserted against or incurred by the Association, the Board of Directors and/or the Committee as a result of the construction activities by the Contractor or the Owner and any Damage caused by the Contractor, the Owner, or their respective agents, representatives and employees. Such indemnity shall survive the final completion of the construction activities conducted on the Owner’s Lot.

10. The Owner Deposit shall be held in a non-interest bearing account.
11. The Owner and any other person, by submission of plans and specifications to the Committee for approval, agrees that he will not bring any action or suit against the Committee, any of its members, nor the Association, its officer, Directors or member regarding any action taken by the Committee.

12. By signature below, the Association acknowledges receipt of $ _____ in the form of _____________________.

Executed on the _____ day of __________________________, 20__.

OWNER:
____________________________________________
Owner
____________________________________________
__________________________________________
Address

CONTRACTOR
____________________________________________
Contractor (solely for the purposes of Sections 8 and 9 hereof)
____________________________________________
____________________________________________
Address

ASSOCIATION:
Yavapai Hills Home Owners Association
By: _________________________________________
Its: _________________________________________
Exhibit I Plan Review Checklist (Not to be considered inclusive or approval)

Lot # __________________ Address ________________________________ Date ________________
Contractor __________________ Owner ____________________________

<table>
<thead>
<tr>
<th>Number</th>
<th>Plan Location</th>
<th>Requirement</th>
<th>Ok</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Site Plan</td>
<td>BUILDING ENVELOPE/SETBACKS – ALL IMPROVEMENTS INSIDE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Site Plan</td>
<td>RETAINING WALLS ARE NOT TO EXCEED 5’ IN HEIGHT</td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td>Site Plan</td>
<td>SITE GRADING-WITH MINIMUM DISRUPTION TO THE LOT (NO MORE THAN 4’ OF FILL ABOVE THE EXISTING GRADE)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Site Plan</td>
<td>DRIVEWAY DIMENSIONS – MINIMUM OF 12’ FEET WIDE AT THE PROPERTY (14’ IS ENCOURAGED) MAXIMUM WIDTH OF 20’ AT</td>
<td></td>
<td></td>
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<tr>
<td>5</td>
<td>Site Plan</td>
<td>DRIVeway MATERIAL</td>
<td></td>
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<tr>
<td>6</td>
<td>Site Plan</td>
<td>(REQUIRED IN PHASE 5) POST TYPE ELECTRIC/NATURAL GAS LAMP 4-6’ HEIGHT MAXIMUM, LOCATED NO MORE THAN 10’ FROM STREET CURB, 25-40 WATTS MAXIMUM</td>
<td></td>
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<tr>
<td>7</td>
<td>Site Plan</td>
<td>MAILBOX LOCATION &amp; DESIGN WITH “DARK SKY” COMPLIANT LIGHT, 25 WATTS MAX.</td>
<td></td>
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<tr>
<td>8</td>
<td>Floor Plan</td>
<td>EXTERIOR DIMENSIONS PROVIDED</td>
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<tr>
<td>9</td>
<td>Floor Plan</td>
<td>MINIMUM SQUARE FOOTAGE – REFER TO THE CC&amp;RS FOR LIVABLE SQUARE FEET</td>
<td></td>
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<tr>
<td>10</td>
<td>Floor Plan</td>
<td>GARAGE DOORS ARE RECESSED 8” MINIMUM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Floor Plan</td>
<td>A/C UNIT LOCATION AND SCREEN WALL DETAILS</td>
<td></td>
<td></td>
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<tr>
<td>12</td>
<td>Floor Plan</td>
<td>NO WALLS GREATER THAN 35’ WITHOUT A 24” OFFSET IN THE ROOF LINE</td>
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<td>13</td>
<td>Floor Plan</td>
<td>BLANK WALLS OVER 12’ LONG MUST BE BROKEN UP WITH ARCHITECTURAL RELIEF</td>
<td></td>
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<tr>
<td>14</td>
<td>Roofing Plan</td>
<td>SOLAR SYSTEMS MUST BE FLAT TO THE ROOF SURFACE</td>
<td></td>
<td></td>
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<tr>
<td>15</td>
<td>Roofing Plan</td>
<td>ROOF RIDGELINES MUST NOT EXCEED 50’ IN LENGTH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Roofing Plan</td>
<td>FIREPLACE DIRECT VENT EXTENDED THROUGH THE ROOF MUST HAVE A CHIMNEY CHASE WITH A SHROUD CONCEALING THE SPARK ARRESTOR OR THE VENT MAY PENETRATE THE WALL AND MUST BE PAINTED THE SAME COLOR AS THE ADJACENT SURFACE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Elevations</td>
<td>YH APPROVED EXTERIOR COLORS USED</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Elevations</td>
<td>ROOFING MATERIAL - ASPHALT SHINGLES, CONCRETE TILE &amp; SLATE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Elevations</td>
<td>FASCIA DOUBLE STACKED 2X4&quot; ON 2X8&quot; AT GABLES, WITH A MINIMUM 1&quot; 6&quot; ROOF OVERHANGS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Elevations</td>
<td>ALL WINDOWS RECESSED A MINIMUM OF 2&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Elevations</td>
<td>MAXIMUM BUILDING HEIGHTS –2 STORY 30’-0’ FROM HIGHEST RIDGELINE TO NATURAL GRADE; SINGLE STORY 28’ MAXIMUM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Elevations</td>
<td>SURFACE MATERIALS—CAN BE LOGS, EXPOSED LAP SIDING CONSISTING OF CEDAR, REDWOOD, HARDY BOARD, COLOR LOCK OR STUCCO FINISHES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Elevations</td>
<td>DECKS, PATIOS &amp; RAILINGS ARE AN EXTENSION OF THE RESIDENCE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Elevations</td>
<td>GUTTER AND DOWNSPOUT -REQUIRED</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Elevations</td>
<td>EXTERIOR LIGHTING – MUST BE “DARK SKY” COMPLIANT; ENTRANCE LIGHTS MUST BE FROSTED 40 WATTS MAX., GARAGE LIGHTS MUST BE 25 WATTS MAX.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Elevations</td>
<td>GARAGE DOORS SHALL NOT EXCEED 14’ IN HEIGHT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Elevations</td>
<td>COLUMNS – 8’ FEET IN HEIGHT OR LESS MUST BE 8”X8” MINIMUM; ADD COLUMNS GREATER THAN 8’ SHALL BE 1” IN WIDTH PER ADDITIONAL 12” IN HEIGHT FOR SUPPORTING HEIGHT, 12’ OR MORE MUST BE 12”X12” SQUARE, CUSTOM APPEARANCE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Landscaping</td>
<td>USED PLANTS FROM APPROVED PLANT LIST; INCLUDES LANDSCAPE LIGHTING &amp; ROCKS 1” MIN. ON WEED FABRIC (NO PALOMINO GOLD ALLOWED); TWO 15-GALLON TREES IN FRONT YARD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Landscaping</td>
<td>FENCES SHALL BE 4’ MAX. HEIGHT; DECORATIVE WROUGHT IRON IS ENCOURAGED, SOLID PRIVACY FENCES NOT ALLOWED</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Details</td>
<td>GENERAL COMMENTS: ARCHITECTURAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Color</td>
<td>OWNER WARRANTS THAT THE COLOR SELECTED BY THE OWNER IS NOT THE SAME AS THE CURRENT COLOR OF ANY RESIDENCE ADJACENT TO THE OWNER’S LOT</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Applicant Acknowledgement/Date**