



COPPER CANYON RANCH

MOUNTAIN GATE COMMUNITY ASSOCIATION  
ASSOCIATION RULES AND DESIGN GUIDELINES

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# Mountain Gate Community Association

## Association Rules and Design Guidelines

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## INTRODUCTION: PURPOSE, ORGANIZATION AND FINANCE

Defined Terms. Unless otherwise defined herein, capitalized words and phrases used in these Rules and Guidelines shall have the meanings set forth in the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Mountain Gate dated June 20, 2003 and recorded in the Official Records of the Maricopa County Recorder on June 23, 2003 as Document No. 2003 0810612 (the "CC&Rs").

Association. The Association is an Arizona nonprofit corporation. It was established on December 12, 2002 to own the Common Area and other Association property, to provide for the management, maintenance and care of Areas of Association Responsibility, and to perform all duties and exercise all rights imposed on or granted to the Association by the Project Documents.

Project Documents. The duties and powers of the Association are defined in the following documents (the "Project Documents"):

- The CC&Rs, as amended and supplemented from time to time ("CC&Rs")
- Articles of Incorporation of Mountain Gate Community Association ("Articles")
- Bylaws of Mountain Gate Community Association ("Bylaws")
- Association Rules and Design Guidelines ("Rules and Guidelines")

Each Owner of a Lot will receive copies of the Project Documents. An Owner is a Member of the Association and agrees to comply with the provisions of the Project Documents. Please read the Project Documents to learn how the Association operates and what restrictions are imposed against Lots within the Project.

The Covenants, Conditions and Restrictions and the provisions requiring Owners and other Persons to obtain the approval of the Board or the Architectural Committee with respect to certain actions specified in the Project Documents are independent of the obligation of Owners and other Persons to comply with all applicable laws, ordinances and regulations, and compliance with provisions of the Project Documents shall not relieve Owners or other Persons from the obligation to also comply with all applicable laws, ordinances and regulations.

Management. The Board of Directors ("Board") of the Association is responsible for the administration of the Association and is authorized to hire personnel necessary for the daily operation of the Association and its property. The Board has contracted with a community management company ("Community Manager") to oversee the daily operation of the Association. The Community Manager will work closely with the Board to assure that the Association is being operated in a manner that will enhance and preserve the Project. The Community Manager's name, telephone number and address will be provided to each Person who purchases a Residential Unit in the Project.

Finance. The funds required to operate the Association and its facilities are generated from Assessments levied by the Association against each Lot within the Project. The Board, subject to the provisions of the CC&Rs, has the authority to levy Annual Assessments to provide for the operation and management of the Association, Special Assessments for the cost of any construction, reconstruction, repair or replacement of facilities upon the Common Area, and Neighborhood Assessments for providing Neighborhood Services to Lots within a Neighborhood Assessment Area. Annual Assessments, Special Assessments and Neighborhood Assessments shall be referred to collectively herein as "Assessments."

The financial stability of the Association depends upon timely payment of all Assessments by each Owner of a Lot. The following rules apply to the payment of Assessments for the Project:

1st day of each month:

Assessment is due and payable to the Association at the address provided by the Property Manager to each Owner of a Lot

15th day of each month:

If the Community Manager has not received an Assessment payment by this date, a late payment charge not to exceed the greater of Fifteen Dollars (\$15.00) or ten percent (10%) of the amount of the unpaid Assessment or installment thereof shall be charged to each Owner of a Lot. Owner may be notified that the Association intends to record a notice of claim of lien.

30th day of the month following the Assessment due date:

If the Community Manager has not received the Assessment payment(s) within thirty (30) days of the due date(s), the Board may authorize the Property Manager to record a notice of lien against the Owner's Lot and file a lawsuit in the appropriate Court to collect the past due Assessment(s). The amount to be collected under the lawsuit will include interest on the past due Assessment(s), amounts expended by the Association to record the notice of lien and prosecute the lawsuit.

***From and after the date that a lawsuit is filed against an Owner, any payment received from the Owner in full or partial satisfaction of the amount then due and owing must also include the collection costs and be paid in the form of a cashier's check, certified check or money order. The lien against the Owner's Lot will not be satisfied until the Owner's Assessment account is brought current.***

When judgment is received from Court:

The matter will be referred to an attorney or a collection agency for collection. Any additional fees incurred during these collection efforts will be added to the amount due from the Owner of the Lot.

Returned checks:

There will be a \$25 charge for checks not paid by an Owner's bank.

Suspension of Voting Rights. If an Owner fails to pay any Assessments or other amounts due to the Association under the Project Documents within 15 days after such payment is due, the Board of Directors shall have the right to suspend such Owner's right to vote until such time as all payments, including interest and attorneys' fees, are brought current.

Suspension of Right to Use Common Area. If an Owner is more than 15 days delinquent in the payment of any Assessments or other amounts due to the Association under the Project Documents, the Association has the right to suspend the Owner's right to use the Common Area (other than the right of

an Owner and such Owner's family, tenants and guests to cross over a portion of the Common Area used as access to the Lot and to use any streets which are part of the Common Area for ingress or egress to the Owner's Lot). Any suspension of an Owner's right to use the Common Area shall also extend to the Lessees and Residents of the Owner's Lot and their guests and invitees. The Association may also suspend gate remote privileges in such event.

Association Budget. The fiscal year of the Association is the calendar year. The amount of the Annual Assessment will be determined each year by the Board. Each Owner should read Section 6.2 of the CC&Rs for further details regarding the budget approval process.

*The following Association Rules and Architectural Control and Design Guidelines may be modified from time to time as may be deemed necessary in the sole discretion of the Association, the Board or the Architectural Committee (as applicable), including, without limitation, for purposes of compliance with 42 U.S.C. § 3607(b)(2)(C), A.R.S. § 41 1491.04 and 24 CFR Part 100.*

*In the event of any conflict between the Association Rules and Architectural Control and Design Guidelines and the CC&Rs, the CC&Rs shall control. In the event of any conflict between the Association Rules and Architectural Control and Design Guidelines and the Bylaws, the Bylaws shall control.*

## **ASSOCIATION RULES**

Section 5.3 of the CC&Rs provides that:

**5.3 The Association Rules.** The Board may, from time to time, adopt, amend and repeal rules and regulations pertaining to: (i) the management, operation and use of the Areas of Association Responsibility including, but not limited to, any recreational facilities situated upon the Areas of Association Responsibility, (ii) minimum standards for any maintenance of Lots, (iii) the health, safety or welfare of the Owners, Lessees and Residents, or (iv) restrictions on the use of Lots. In the event of any conflict or inconsistency between the provisions of this Declaration and the Association Rules, the provisions of this Declaration shall prevail. The Association Rules shall be enforceable in the same manner and to the same extent as the covenants, conditions and restrictions set forth in this Declaration.

The following Association Rules have been adopted by the Board of the Association pursuant to Section 5.3 of the CC&Rs.

Residential Use. All Residential Units shall be used exclusively to Single family residential use. No time sharing use of any Lot or Residential Unit shall be permitted. No trade or business may be conducted on any Lot or in or from any Residential Unit, except as may be provided under the CC&Rs.

Leasing of Residential Units. An entire Residential Unit may be leased to a Lessee from time to time by an Owner. The lease between an Owner and a Lessee shall contain a provision that the Lessee has received and agrees to be bound by the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by the Project Documents. Any lease agreement shall be for a period of not less than thirty (30) days. A Lessee and the members of the Lessee's family residing with such Lessee shall have the right to use the Common Area during the term of the lease, and the Owner of such Lot shall have no right to use the Common Area (except the right to cross over any portion of the

Common Area used as access to the Lot and to use any streets which may be part of the Common Area for ingress and egress to the Owner's Lot) until the termination or expiration of such lease.

Code of Conduct. All Persons must conduct themselves in a civil and courteous manner at all times and must not jeopardize or interfere with the rights and privileges of others. The use of loud, profane, indecent or abusive language, or the harassment or physical abuse of any Person will not be tolerated. Anyone using Association facilities shall obey all safety rules, and abusive use of Association equipment and facilities is prohibited.

Assumption of Risk; Release of Liability. Each Owner, Lessee and Resident, for itself and its family, guests and licensees, hereby understands, acknowledges and agrees:

- That use of the Common Area facilities by any Person is at such Person's own risk, and each Person hereby accepts and assumes any and all health and other risks as may now or hereafter be or become associated with such use.
- The Association shall not be responsible for any gate or barrier arm damage to vehicles that choose to enter the Association streets.
- That flight operations from Luke Air Force Base (approximately two miles south of the Project) may generate noise, vibrations, fumes, dust, fuel and lubricant particles and other effects within or around the Project, and each Person hereby accepts the existence of such matters resulting from Base operations as a pre existing condition affecting the Project.
- That the Project is a gated community, and access gates may restrict or delay entry into or access within certain areas of the Project by the police, fire department, ambulances and other emergency vehicles or personnel, and each Person hereby accepts and assumes any health or other risks resulting from increased emergency vehicle response time because of the gated entrances to the Project.
- That operations from the South Surprise Wastewater Treatment Facility (less than one mile east of the Project) may generate odors, fumes, smells and physical airborne particulates to pass over, across and through the Project, and each Person hereby accepts and assumes all health and other risks as may now or hereafter exist from the operations of such facility.
- That it will not assert or make any claim against the Declarant Parties, the Association or any director, officer, employee, agent, representative or contractor of the Declarant Parties or the Association as a result of any of the foregoing circumstances or conditions.

Restriction on Gates. No Owner shall install a gate on any portion of a Lot in order to obtain direct access from such Lot to a Common Area.

HVAC Equipment. No air conditioning units or appurtenant equipment may be mounted, installed or maintained on the roof of any Residential Unit or other building on a Lot. Window air conditioning units are prohibited.

Garage Doors. Garage doors should remain closed except when an Owner is performing activities in the garage which do not violate the provisions of the CC&Rs and for access to and from the garage. Allowing

a garage door to remain open a maximum of one foot from the driveway surface for the purpose of ventilation shall not be deemed to be a violation of this rule.

Vehicles and Parking. Vehicles of Owners, Lessees and Residents and their family, visitors, guests and invitees shall be parked inside garages or on driveways or other designated parking areas. On street parking is prohibited. Parking on portions of a Lot not clearly designed for vehicular parking is prohibited. Each Owner, Lessee and Resident should read Section 3.16 of the CC&Rs for further restrictions relating to the parking and storage of Recreational Vehicles.

Any vehicle or similar equipment that is parked, kept, maintained, constructed, reconstructed or repaired in violation of the CC&Rs or these Rules may be towed from the property at the sole cost and expense of the owner of the vehicle or equipment.

Vehicles parked in an emergency or fire lane or blocking traffic may be towed without prior notice.

Upon receiving notice of a parking violation, the Association may place a sticker/tag/notice on the vehicle, which will identify that a violation exists and will inform the offending owner that if the violation is not cured, then the vehicle will be towed. The Association is not obligated to place this sticker/tag/notice and may elect to immediately tow the vehicle. A monetary penalty may be assessed to the Lot Owner in the amount of \$75.00.

The owner of the vehicle will be responsible for all costs or expenses incurred by the Association as a result of the tow and any fees or charges assessed by the towing company. The Association is in no way responsible for any damage caused to the vehicle.

Commercial Vehicles. Commercial vehicles are prohibited to be parked within Copper Canyon Ranch so as to be Visible from Neighboring Property, except as required to be permitted by law. Commercial vehicle is defined as either: (1) A vehicle or combination of vehicles that are designed, used or maintained to transport passengers, property or materials in the furtherance of a commercial enterprise; or (2) A vehicle that displays any lettering, logo, telephone number or identifying information for any business.

Trash and Recycling Containers; Collection. Covered trash or recyclable material containers provided by the City of Surprise or as otherwise directed by the Association may be left at the curb for pickup not earlier than 5:00 p.m. on the day before a scheduled pickup is to occur and may remain at the curb until not later than 9:00 p.m. on the day of the scheduled pickup. At all other times the containers must be stored out of Sight.

Maintenance of Lots. Each Owner, Lessee and Resident should become familiar with Article 7 of the CC&Rs. It is each Owner's responsibility to maintain his or her Lot in a neat and attractive manner 365 days a year. Seasonal Owners, Lessees and Residents must contract for and make sure that maintenance is being performed during their absences. Failure of an Owner, Lessee or Resident to maintain a Lot may result in the Association taking any action available to it under the CC&Rs, including (without limitation) the right to perform maintenance at the cost of the Owner, Lessee or Resident and levying fines as provided for below.

Holiday Lighting/Decorations. Temporary holiday decorations are permitted from Thanksgiving through January 31. Other temporary holiday decorations are permitted for a period not to exceed 30 days.

Notices and Advertisements. Only notices, advertisements or posters related to lost and found animals, garage or yard sales within the community, or Association approved activities or events may be placed on or distributed in Association facilities and/or the Common Area. Such notices, advertisements or posters must be removed within a reasonable amount of time, and in any event not later than five (5) days after receipt of written notice from the Architectural Committee to remove them.

Alcoholic Beverages. No alcoholic beverages may be brought to and/or consumed in or on any Association facilities or the Common Area without prior approval from the Association.

No Smoking Policy. Smoking is not permitted in any indoor Association facilities or any other location in the Project where smoking would be prohibited under any applicable provisions of the Surprise Municipal Code or Arizona law.

Use of Parks. The Association Common Areas are not to be used by organized sports teams without prior approval from the Association.

Pets. Dogs must be kept on a leash at all times while on Association property or outdoors and not within a securely fenced area. All Owners, Lessees and Residents must clean up after their pets.

Seasonal and Decorative Flags. Seasonal and decorative flags which are house mounted below the roofline do not require approval. Seasonal flags must be removed within thirty days after the date of the holiday. Flags must be maintained in good condition at all times. Flags determined by the Board to be offensive or to create a nuisance to neighbors or the Association must be removed upon notification and demand for removal.

## **ARCHITECTURAL CONTROL AND DESIGN GUIDELINES**

Section 5.10 of the CC&Rs provides that:

**5.10 Architectural Committee.** The Association shall have an Architectural Committee to perform the functions of the Architectural Committee set forth in this Declaration. The Architectural Committee shall consist of such number of regular members and alternate members as may be provided for in the Bylaws. So long as the Developer is a Member of the Association, the Developer shall have the sole right to appoint and remove the members of the Architectural Committee. At such time as the Developer no longer is a Member of the Association, the members of the Architectural Committee shall be appointed by the Board. The Developer may at any time voluntarily surrender its right to appoint and remove the members of the Architectural Committee, and in that event the Developer may require, for so long as the Developer is a Member of the Association, that specified actions of the Architectural Committee, as described in a Recorded instrument executed by the Developer, be approved by the Developer before they become effective. The Architectural Committee may adopt, amend and repeal architectural guidelines, standards and procedures to be used in rendering its decisions. Such guidelines,

**standards and procedures may include, without limitation, provisions regarding: (i) the size of Residential Units; (ii) architectural design, with particular regard to the harmony of the design with the surrounding structures and topography, (iii) placement of Residential Units and other buildings, (iv) driveway alignments for Residential Units, (v) landscaping design, content and conformance with the character of the Property and permitted and prohibited plants, (vi) requirements concerning exterior color schemes, exterior finishes and materials, (vii) signage; and (viii) perimeter and screen wall design and appearance. The decision of the Architectural Committee shall be final on all matters submitted to it pursuant to this Declaration. The Design Guidelines may contain general provisions which are applicable to all of the Neighborhoods within the Project as well as provisions which vary from one Neighborhood to another depending upon the location, unique characteristics and intended use thereof. The Architectural Committee may establish one or more subcommittees consisting of one or more members of the Architectural Committee and may delegate to such subcommittee or subcommittees the authority and power of the Architectural Committee to approve or disapprove the construction, installation or alteration of Improvements within a specified Neighborhood.**

The following are the initial Architectural Control and Design Guidelines for the Project that have been established by the Architectural Committee pursuant to Section 5.10 of the CC&Rs. It is the Owners obligation to obtain building permits when needed. A copy of permits will be provided to the Association prior to commencement of work. Failure to provide a copy of any required permit will be deemed as a revocation of approvals provided by the Association.

General. All buildings and structures erected within the Project, and the use and appearance of all land within the Project, shall comply with all City of Surprise Municipal Code and zoning requirements applicable to the Project, as well as the requirements contained in the CC&Rs for the Project.

The following activities to be conducted on any Lot or Residential Unit, while not a fully exhaustive list, require the prior written approval of the Architectural Committee:

- Excavation or grading work, unless such work is performed in the normal course of landscaping and does not alter or impair the direction or flow of water in accordance with the drainage plans for the Project or otherwise violate Section 3.19 of the CC&Rs
- Construction of any Improvement which would be Visible From Neighboring Property (including, without limitation, landscaping in rear yards which may grow to be Visible From Neighboring Property) or swimming pool
- Any addition, alteration, repair, change or other work which in any way alters a swimming pool, a wall or fence, the exterior appearance (including, without limitation, the exterior color scheme) of any part of a Lot, or any Improvements located thereon which are or may become Visible From Neighboring Property, from the condition of their appearance on the recording date of the CC&Rs
- Any change, deletion or addition to plans and specifications previously approved by the Architectural Committee
- Temporary construction buildings or trailers to be installed or kept on a Lot and which shall be removed immediately after the completion of construction (and in no event maintained or kept on

any Lot for a period in excess of twelve months)

- Storage areas for building materials or construction equipment on a Lot (and any required screening of the storage area)
- Sheds (all sheds must be a permanent structure and painted to match the house – if it has a roof above the fence line, a tree or other approved screening must be installed to screen the shed from the street and neighboring property)
- Any antenna, aerial, satellite television dish or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation which exceeds one meter in diameter or diagonal measurement or a mast which exceeds 12 feet in height above the roof line of a Residential Unit
- Lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio Signals which are contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures
- Flagpoles
- Skylights, solar tubes and solar energy devices (If proposing to install solar energy devices where they would be visible from the front of the property, owners must provide evidence that a less noticeable location would impair the functioning of the device or restrict its use or adversely affect the cost or efficiency of the device.)
- Signs (except as provided in the CC&Rs)
- Detached ramadas and gazebos
- Permanent outdoor fireplaces, barbecues and fire pits
- Play equipment (including play sets, swing sets and basketball hoops) that would be Visible From Neighboring Property
- First time or major renovations to rear yard landscaping that would be Visible From Neighboring Property or major renovations to Front Yard Landscaping (as defined herein), including water features, stepping stones, lawn ornaments, lattices and trellises
- Driveway coatings, walkways, security doors, screen doors and other entry treatments
- Exterior window coverings, including roll shade screen devices, security shutters, and sunscreens
- Yard art and colored planters

Application, Design Review and Approval Process. An Owner shall submit (i) a written request for approval to the Architectural Committee, substantially in the form of **Exhibit A** attached hereto, specifying in detail the nature and extent of the addition, alteration, repair, change or other work the Owner desires to perform, including, without limitation, the distance of such work from neighboring

properties, if applicable, (ii) any additional information, plans and specifications which the Architectural Committee may request, and (iii) any review fee imposed by the Architectural Committee pursuant to Section 3.1.6 of the CC&Rs (collectively, the "Application").

If the Architectural Committee does not respond to an Owner within 30 days after receiving a fully completed Application, approval from the Architectural Committee will not be required and the Owner may proceed with the work contemplated in the Application.

When reviewing an Application, the Architectural Committee may consider, among other things, the quality of workmanship and design, harmony of external design with existing structures and location in relation to surrounding structures, topography and finished grade elevation. The Architectural Committee may disapprove an Application if the Architectural Committee determines that the proposed construction, installation, addition, alteration, repair, change or other work (i) would violate any provision of the CC&Rs, (ii) does not comply with the Association Rules or any of the Architectural Control and Design Guidelines, (iii) is not in compatible with existing Improvements in the Project or Improvements previously approved by the Architectural Committee but not yet constructed, (iv) is not aesthetically acceptable, (v) would be detrimental to or adversely affect another Owner or the appearance of the Project, or (vi) is otherwise not in accord with the general plan of development for the Project.

If the Architectural Committee approves an Application, the Owner shall proceed with the work contemplated under the Application as soon as practicable and diligently pursue such work so that it is completed as soon as reasonably practicable and within any time limit prescribed by the Architectural Committee.

The approval of an Application by the Architectural Committee shall be in addition to and not in lieu of any approvals or permits which may be required under any federal, state or local law, statute, ordinance, rule or regulation.

The approval of an Application by the Architectural Committee shall not be deemed a warranty or representation by the Architectural Committee as to the quality of such construction, installation, addition, alteration, repair, change or other work or that such construction, installation, addition, alteration, repair, change or other work conforms to any applicable building codes or other federal, state or local law, statute, ordinance, rule or regulation.

The Architectural Committee may condition its approval of an Application upon the agreement of the Owner to furnish to the Association with a bond or other security, in a form and amount acceptable to the Architectural Committee, that is reasonably sufficient to (i) assure the completion of the proposed Improvements or the availability of funds adequate to remedy any nuisance or unsightly conditions occurring as a result of the partial completion of such Improvement, and (ii) to repair any damage which might be caused to any Area of Association Responsibility as a result of such work. Any such bond or security shall be released or fully refundable to the Owner upon (a) the Owner's written request to the Architectural Committee and (b) the completion of the Improvements in accordance with the approved Application, provided that there is no damage caused to any Area of Association Responsibility by the Owner or its agents or contractors.

If the Application pertains to an Improvement which is within an Area of Association Responsibility so that the Association will be responsible for the maintenance, repair and replacement of such Improvement, the Architectural Committee may condition its approval of the Application on the

agreement of the Owner to reimburse the Association for the future cost of the repair, maintenance or replacement of such Improvement.

Specific Design Guidelines – New Construction or Rebuild of Residential Unit. For new construction of the Residential Unit or for rebuilds of the Residential Unit, for which the Architectural Committee has required a bond or deposit to (i) assure the completion of the proposed Improvements or the availability of funds adequate to remedy any nuisance or unsightly conditions occurring as a result of the partial completion of such Improvement, and (ii) to repair any damage which might be caused to any Area of Association Responsibility as a result of such work, all of the following apply:

(a) The deposit shall be placed in a trust account with the following instructions:

(i) The cost of the trust account shall be shared equally between the Association and the Owner.

(ii) If the construction project is abandoned, the Board may determine the appropriate use of any deposit monies.

(iii) Any interest earned on the refundable security deposit shall become part of the security deposit.

(b) The Architectural Committee will hold a final design approval meeting for the purpose of issuing approval of the plans, and the Owner, or the Owner's representative, will have the opportunity to attend the meeting. If the plans are approved, the Association will provide written acknowledgement that the approved plans, including any approved amendments, are in compliance with all rules and guidelines in effect at the time of the approval and that the refund of the deposit requires that construction be completed in accordance with those approved plans.

(c) The Association will provide for at least two on site formal reviews during construction for the purpose of determining compliance with the approved plans. The Owner or the Owner's representative will be provided the opportunity to attend both formal reviews. Within five business days after the formal reviews, the Association will issue a written report to be provided to the Owner or the Owner's representative specifying any deficiencies, violations or unapproved variations from the approved plans as amended that have come to the attention of the Association.

(d) Within thirty business days after the second formal review, the Association will provide to the Owner a copy of the written report specifying any deficiencies, violations or unapproved variations from the approved plans as amended that have come to the attention of the Association. If the written report does not specify any deficiencies, violations or unapproved variations from the approved plans, as amended, that have come to the attention of the Association, the Association will release the deposit monies to the Owner. If the report identifies any deficiencies, violations or unapproved variations from the approved plans, as amended, the Association may hold the deposit for one hundred eighty days or until receipt of a subsequent report of construction compliance, whichever is less. If a report of construction compliance is received before the one hundred eightieth day, the Association will release the deposit monies to the Owner. If a compliance report is not received within one hundred eighty days, the Association may release the deposit monies from the trust account to the Association.

(e) Neither the approval of the plans nor the approval of the actual construction by the Association or the Architectural Committee shall constitute a representation or warranty that the plans or construction comply with applicable governmental requirements or applicable engineering, design or

safety standards. Release of the deposit to the Owner does not constitute a representation or warranty from the Association that the construction complies with the approved plans.

Specific Design Guidelines – Landscaping. Lots in the Project are either “Acre Lots” (Lots covering approximately one (1) acre of land), “60 Foot Lots” (Lots that are approximately sixty (60) feet wide) or “75 Foot Lots” (Lots that are approximately seventy five (75) feet wide). “Front Yard Landscaping” means landscaping Improvements on that part of any Lot which is between the street adjacent to the Lot and the exterior walls of the Residential Unit situated on the Lot, except for any side or back yard of the Lot which is completely enclosed by a wall or fence. All Front Yard Landscaping shall have a fully operational underground sprinkler or drip irrigation system sufficient to adequately water the trees, plants, or other landscape Improvements.

Permitted plant materials for Front Yard Landscaping are described on **Exhibit B** attached hereto. Except for any species or variety of the Ficus plant, an Owner may use permitted plant materials or any other plant materials for landscaping Improvements in any side or back yard of the Lot which is completely enclosed by a wall or fence.

Minimum Front Yard Landscaping requirements for Acre Lots are described on **Exhibit C** attached hereto.

Each Owner of a 60 Foot Lot shall meet with Developer’s landscaping contractor and select a package for Front Yard Landscaping within thirty (30) days after the closing of the Owner’s purchase of the Lot. Each Owner of an Acre Lots or a 75 Foot Lot shall, within ninety (90) days after the closing of the Owner’s purchase of such Lot, install Front Yard Landscaping for the Lot. Owners of Acre Lots and 75 Foot Lots are responsible for all maintenance and repair of Front Yard Landscaping and the installation, maintenance and repair of landscaping Improvements (together with any sprinkler system or drip irrigation system sufficient to adequately water the trees, plants or other landscaping Improvements) on other portions of their Lots. Such Front Yard Landscaping and other landscaping Improvements shall comply with all architectural guidelines, standards and procedures adopted by the Architectural Committee.

The area between the curb of the street and the sidewalk on 75 Foot Lots and on 60 Foot Lots (the “Street Theme Area”) is subject to additional requirements and restrictions relating to the street theme for those Lots established by the Association (the “Street Theme”). The Street Theme specifies the requirements for the type, size, amount and spacing of trees to be placed and maintained within a Street Theme Area. No sissou trees may be installed within the Street Theme area. The Owner of each Lot affected by the Street Theme shall supply irrigation water for any trees in the Street Theme Area of the Lot. If the affected Lot is a corner lot, the Owner shall comply with the requirements for the Street Theme Areas on the Lot for both streets.

Developer shall install the Front Yard Landscaping (together with any sprinkler system or drip irrigation system sufficient to adequately water the trees, plants or other landscaping Improvement) on all 60 Foot Lots. Each Owner of a 60 Foot Lot shall be solely responsible for the maintenance and repair of such Front Yard Landscaping and for the installation of any additional trees, plants and/or other landscaping Improvements on the other portions of a 60 Foot Lot.

Irrigation of plant materials should be provided by automatic underground watering systems (such as automatic drip systems for planting areas and pop up spray systems for turf areas), unless the plant material consists of cactus or some other plant material that does not require irrigation or is in separate

above ground pots or planters.

All areas Visible From Neighboring Property should be covered by plant material or inert groundcover (decorative rock). No bare earth surfaces should be visible.

Vegetable gardens not exceeding 100 square feet with plants growing to a height of no more than five (5) feet may be planted only in the back yard of a Lot.

Berms may be used to add interest to landscaping; however, the height and scale of the berm must be compatible with the rest of the yard and not cause drainage onto adjacent Lots. All soil imported for berming must be free of weeds and debris and be compacted and covered with inert material to prevent erosion.

Specific Design Guidelines – Pools and Spas. Above ground pools are not permitted.

Plans and specifications for a pool or spa, as prepared by the pool or spa contractor, must include any proposed fencing. ***The City of Surprise has specific rules governing swimming pool fence enclosures, and an Owner should submit a proposal for a swimming pool fence only after being assured by the City that the proposed fence will not violate those rules.***

Pool motors and associated equipment should be concealed from view from adjacent Lots and Common Areas (including streets) and placed in a location on the Lot so that the noise generated from such equipment will be the least disruptive to neighbors.

To the greatest extent possible, hot tubs and spas shall be located in such a manner that they will be unobtrusive and not visible from adjacent Lots and Common Areas (including streets), Backwash water from pools and spas must be contained wholly on an Owner's Lot and may not be permitted to seep or flow onto an adjacent Lot or Common Area (including a street).

Specific Design Guidelines – Antennas and Satellite Dishes. An antenna one meter or less in diameter or diagonal measurement which is designed to receive signals from direct broadcast satellites (DBS) or designed to receive video programming services from multi channel multi point distribution (wireless cable) providers (MMDS) or an antenna that is designed to receive television broadcast signals (TVBS) may be placed, installed, or kept on a Lot if the antenna complies with the following restrictions:

The antenna must be placed on the Lot in such a manner as to not be Visible from Neighboring Property unless it is impossible to do so without impairing the user's ability to receive Signals from a provider of DBS, MMDS or TVBS.

If the antenna cannot be placed on the Lot in such a manner as to not be Visible from Neighboring Property without impairing the user's ability to receive Signals from a provider of DBS, MMDS or TVBS, then the antenna must be screened by landscaping or by some other means so that it is not Visible from Neighboring Property, unless such screening would impair the user's ability to receive Signals from a provider of DBS, MMDS or TVBS, in which event the antenna must be screened by landscaping or by some other means to reduce to the greatest extent possible its Visibility from Neighboring Property without impairing the user's ability to receive signals from a provider of DBS, MMDS or TVBS.

If the antenna is mounted on a residence or other structure and is Visible from Neighboring Property, the antenna must be painted a color that will blend into the background against which the antenna is

mounted, unless the painting of the antenna would impair the user's ability to receive signals from a provider of DBS, MMDS or TVBS.

An antenna that is less than one meter in diameter and is designed to receive video program services from MMDS or an antenna designed to receive TVBS may be mounted on a mast, provided that the mast may be no higher than 12 feet above the roof line or the height necessary to establish line of sight contact with the transmitter, whichever is lower. If the mast or antenna is Visible from Neighboring Property, the mast or antenna must be painted a color that will blend into the background against which the antenna is mounted, so long as the painting of the antenna does not impair the user's ability to receive signals from the MMDS or TVBS provider.

Specific Design Guidelines – Driveways. Each Owner installing a driveway coating acknowledges that the application of such coating may void any warranty for concrete given by the homebuilder.

Specific Design Guidelines – Driveway Extensions. Driveway Extensions are prohibited without prior approval of the Architectural Committee. Any homeowner who received written approval from the Association for a driveway extension shall not be subject to this provision. All driveway extensions, notwithstanding the previous sentence, shall be a minimum of concrete or pavers.

Specific Design Guidelines – Lighting. Security lighting attached to the exterior of a Residential Unit or other structure shall be limited to lighting that is triggered by motion on the Lot (but not by motion on neighboring properties) and reasonably illuminates the area of the Lot immediately surrounding the Residential Unit. Any security light intended to operate after 10:00 p.m. must be operated by a motion detector. The motion detector shall be programmed to shut off the light(s) no longer than 5 minutes after motion is detected and the light has been illuminated.

Lighting mounted on the front or side of a Residential Unit on a 60 Foot Lot or a 75 Foot Lot or on the front of a Residential Unit on an Acre Lot shall be in decorative fixtures that diffuse light and shall not contain colored bulbs or bulbs with wattage greater than 60 watts. Exterior ground mounted lights used for driveways or walkways shall be low voltage or indirect and not have colored bulbs nor bulbs with wattage greater than 20 watts. Low pressure sodium bulbs are prohibited.

Specific Design Guidelines – Window Coverings. Window awnings are prohibited.

No window which would be Visible From Neighboring Property shall at any time be covered with aluminum foil, bed sheets, newspapers or any other like materials.

Permanent draperies or suitable window treatments must be installed on all front facing windows within 30 days of occupancy of a Residential Unit.

Specific Design Guidelines – Signs. "For Sale" and "For Rent" signs shall be in conformance with the industry standard size sign, which shall not exceed eighteen by twenty four inches, and the industry standard size sign rider, which shall not exceed six by twenty four inches and must be a commercially produced sign. Holders that advertise the features of a Residential Unit may be used with the "For Sale" and "For Rent" signs but cannot exceed the dimensions of approximately 14 inches wide by 4 inches high. Plastic tubes are encouraged. Political campaign signs may be placed on an Owner's Lot from seventy one (71) days prior to an election and must be removed within three (3) days after such election. Except for "open house" signs, signs in Common Areas are prohibited.

Political signs may be displayed only in accordance with state law.

Signs that do not comply with the CC&Rs and these Guidelines may be removed by Association staff without notification to the Owner or the real estate firm. Such signs will be retained at the Association office for period of ten (10) days and then discarded.

Specific Design Guidelines – Fountains. Any fountain or water feature which is a part of the Front Yard Landscaping shall be maintained in continuous operation. Fountains and water features shall not be allowed to run dry or otherwise fall into disrepair.

Specific Design Guidelines – Vegetable Gardens. Vegetable Gardens shall only be permitted in the back yard. No gardens or structures related thereto shall be visible above the block walls.

### **VIOLATIONS; IMPOSITION OF FINES; OTHER CORRECTIVE ACTION**

**FINES:** No fine shall be imposed without first providing a notice of the violation from the Association to the Owner describing the violation and stating that failure to correct the violation within a specified period of time shall make the Owner subject to imposition of a fine. Failure to pay any fine shall subject the Owner to the same potential penalties and enforcement as failure to pay any assessments.

**BOARD DISCRETION:** Notwithstanding any other fine policy adopted, the Board at its sole discretion, may at any time, assess a fine in an amount up to \$10,000 for any incident the Board deems to be egregious, dangerous, that may threaten the life, health, safety, or welfare of any person, resident or owner, or that cause detriment or damage to any Association or other Owner's property. The Board may levy this fine despite any past violation history or lack thereof.

In addition, nothing in these Rules will limit the Board's right to seek immediate Injunctive Relief at anytime regardless of the presence or absence of notices hereunder, for any violation that the Board determines in its sole and absolute discretion constitutes a material danger to persons or property or requires immediate action for any other substantial reason.

The Board reserves the right to take any action permitted by law or the CC&Rs, in addition to the following procedures.

Notice of Violation. Under Section 9.9 of the CC&Rs, the Association has the right (but not the obligation) to record against a Lot a notice of violation with respect to any violation of the Project Documents by the Owner, Lessee or Resident of the Lot.

Suspension of Voting Rights. Section 5.12 of the CC&Rs provides that if any Owner fails to pay any Assessments or other amounts due to the Association under the Project Documents within fifteen (15) days after such payment is due or if any Owner violates any other provision of the Project Documents and such violation is not cured within fifteen (15) days after the Association notifies the Owner of the violation, the Board shall have the right to suspend such Owner's right to vote until such time as all payments, including interest and attorneys' fees, are brought current, and until any other infractions or violations of the Project Documents are corrected.

Suspension of Right to Use Common Area. Section 4.1.1.8 of the CC&Rs provides that the Association has the right to suspend an Owner's right to use the Common Area (other than the right of an Owner and such

Owner's family, tenants and guests to cross over a portion of the Common Area used as access to the Lot and to use any streets which are part of the Common Area for ingress or egress to the Owner's Lot) if such Owner is more than fifteen (15) days delinquent in the payment of Assessments or other amounts due to the Association or if the Owner has violated any other provisions of the Project Documents and has failed to cure such violation within fifteen (15) days after the Association notifies the Owner of the violation. Any suspension of an Owner's right to use the Common Area shall also extend to the Lessees and Residents of the Owner's Lot and their guests and invitees. The Association may also suspend gate remote privileges in such event.

Assessment Lien. Pursuant to Section 6.10.2 of the CC&Rs, the Association has a lien on each Lot for any amounts due the Association, including fines. The Association may use the same remedies to collect fines as it uses to collect Assessments. In addition to levying fines as penalties for infractions, the Association also may exercise any other remedy available pursuant to Section 4.7 of the CC&Rs or pursuant to Arizona law.

### **COMPLAINTS CONCERNING VIOLATIONS**

An Owner, Lessee or Resident may report an alleged violation to the Association by calling or writing to the Property Manager:

# EXHIBIT A

## MOUNTAIN GATE aka COPPER CANYON RANCH

### APPLICATION FOR DESIGN REVIEW

All applications for changes to the exterior of your residence must be submitted to the Mountain Gate aka Copper Canyon Ranch Architectural Design Review Committee/Board of Directors. The Mountain Gate aka Copper Canyon Ranch Covenants, Conditions and Restrictions (CC&R's) require that a homeowner obtain the prior written approval for any structural change, alteration or addition to property within the Mountain Gate aka Copper Canyon Ranch. See Article 4 of the CC&R's.

Please note that approved applications must be completed in a timely manner. A project completion date is required on the Application. If additional time is required for you to finish your project, an extension request is listed on the second page of these forms.

**To comply with the CC&R's, please submit this application with all the required attachments to:**

MOUNTAIN GATE aka COPPER CANYON RANCH  
c/o FirstService Residential  
16150 N Arrowhead Fountains Center Drive, Suite 200, Peoria AZ 85382  
Phone: 480-551-4300  
Email: [Sydnee.Perkins@fsresidential.com](mailto:Sydnee.Perkins@fsresidential.com)

The time period for approval begins when this application is received by the Committee. The Committee may take up to thirty (30) days to approve, approve with conditions, or disapprove the application. If you have not received any form of communication from the Committee or the Association after thirty (30) days, please call the Community Manager, Jennifer Mcmillian for a status update.

Homeowner's Name: \_\_\_\_\_

Homeowner's Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Lot #: \_\_\_\_\_

Property Address: \_\_\_\_\_

Contact #: \_\_\_\_\_ Email: \_\_\_\_\_

The undersigned hereby submits its Application for Design Review to the Architectural Committee or the Board of Directors of Mountain Gate aka Copper Canyon Ranch for review and approval of the following item(s):

- |                                                        |                                                   |                                       |
|--------------------------------------------------------|---------------------------------------------------|---------------------------------------|
| <input type="checkbox"/> Painting of residence         | <input type="checkbox"/> Outer building           | <input type="checkbox"/> Walls/fences |
| <input type="checkbox"/> Installation of Landscaping   | <input type="checkbox"/> Revamping of Landscaping |                                       |
| <input type="checkbox"/> Addition of: _____            | to/on the residence (building)                    |                                       |
| <input type="checkbox"/> Addition of: _____            | to/on the lot (property/land)                     |                                       |
| <input type="checkbox"/> Installation of a pool/spa    |                                                   |                                       |
| <input type="checkbox"/> Other (please specify): _____ |                                                   |                                       |

**MOUNTAIN GATE aka COPPER CANYON RANCH  
APPLICATION FOR DESIGN REVIEW  
PAGE TWO**

Attached please find plans and/or specifications of the above marked items for application, which includes (if appropriate):

- |                                                                                                        |                                                        |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Dimensions (height, width, length)                                            | <input type="checkbox"/> Sample of color(s) to be used |
| <input type="checkbox"/> Drawings                                                                      | <input type="checkbox"/> Plant type and location       |
| <input type="checkbox"/> Samples or descriptions of materials to be used                               | <input type="checkbox"/> Type of material              |
| <input type="checkbox"/> Photographs or sample elevations for a visual picture of the proposed project |                                                        |
| <input type="checkbox"/> Person doing installation/work: _____                                         |                                                        |

Licensed contractor:  Yes  No

Expected completion date: \_\_\_\_\_

Please notify me if you have any questions. I understand that should the application not be complete in order to determine approval or disapproval; the Architectural Committee or Board of Directors will disapprove the Application and return it to me with a statement for the disapproval. The Owner agrees to comply with the applicable City of Surprise, County, and State Laws and to obtain all necessary permits. This application and the drawing will be retained for the Association's records.

COMPLETION DATE EXTENSIONS are available if required, If this application is requesting an extension what is the date: \_\_\_\_\_

Homeowner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**FOR ASSOCIATION USE ONLY**

**Mountain Gate aka Copper Canyon Ranch Architectural Committee or Board of Directors**

- \_\_\_\_\_ Approves the application
- \_\_\_\_\_ Approves the above application with the following conditions: \_\_\_\_\_
- \_\_\_\_\_ Disapproves the above application for the following reason(s): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date Received \_\_\_\_\_ Mailed to Committee \_\_\_\_\_ Received from Committee \_\_\_\_\_ Mailed to Homeowner \_\_\_\_\_

**EXHIBIT B**  
PERMITTED PLANT MATERIALS

TREES

<b>BOTANICAL NAME</b>	<b>COMMON NAME</b>
Acacia Berlandieri	Guajillo, Berlandier Acacia
Acacia Constricta	Whitehorn Acacia, Mescat Acacia
Acacia Farnesiana	Sweet Acacia
Acacia Greggii	Catclaw Acacia
Acacia Millefolia	Santa Rita Acacia
Acacia Rigidula	Blackbrush Acacia
Acacia Roemeriana	Roemer Acacia, Catclaw
Acacia Schaffneri	Twisted Acacia, Schaffner's Acacia
Acacia Willardiana	Palo Blanco
Acacia Wrightii	Wright Acacia
Arecastrum Romanzoffianum	Queen Palm
Bauhinia Variegata	Purple Orchid Tree
Cercidium Floridum	Blue Palo Verde
Cercidium Microphyllum	Littleleaf Palo Verde, Foothills Palo Verde
Cercidium Praecox	Palo Brea, Sonoran Palo Verde
Chamaerops Humilis	Mediterranean Fan Palms
Fraxinus Oxycarpa "Raywood"	Raywood Ash
Fraxinus Velutina	Fan Tex Ash
Jacaranda Mimosifolia	Jacaranda
Olea Europaea "Wilsonii"	Wilsonni Fruitless Olive
Olneya Tesota	Ironwood
Parkinsonia Aculeate	Mexican Palo Verde
Phoenix Dactylifera	Date Palm
Phoenix Roebelenii	Pigmy Date Palm
Pinus Eldarica	Mondel Pine
Pistacia Species	Chinese Pistache
Prosopis Chilensis	Chilean Mesquite
Prosopis Glandulosa Var. Glandulosa	Honey Mesquite, Texas Mesquite
Prosopis Pubescens	Screwbean Mesquite, Tornillo
Prosopis Velutina	Velvet Mesquite
Prunus Cerasifera "Atropupurea"	Purple-leaf Plum
Quercus Virginiana	Southern Live Oak
Ulmus Parvifolia	Athena Evergreen Elm
Washington Filifera	California Fan Palm

PERMITTED PLANT MATERIALS  
SMALL TREES OR LARGE SHRUBS

Acacia Constricta	Whitehorn Acacia, Mescat Acacia
Acacia Greggii	Catclaw Acacia
Acacia Wrightii	Wright Acacia
Chamaerops Humilis	Mediterranean Fan Palm
Chilopsis Linearis	Desert Willow
Phoenix Roebellini	Pigmy Date Palm

Sophora Secundiflora	Texas Mountain Laurel
Vauquelinia Angustifolia	Chisis Rosewood, Narrowleaf Vauquelinia
Vauquelinia Californica	Arizona Rosewood

PERMITTED PLANT MATERIALS  
SMALL TREES OR LARGE SHRUBS

Anisacanthus quadrifidus	Mexican Flame Honeysuckle
Asparagus Densiflorus 'Myers'	Foxtail Fern
Atriplex Canescens	Four-wing Saltbush, Chamiso
Atriplex Acanthocarpa	Tuberclad Saltbush
Atriplex Hymanalytra	Desert Holly
Atriplex Lentiformis	Quail Brush
Antriplex Obovata	Obovateleaf Saltbush
Atriplex Polycarpa	Desert Saltbush, Cattle-Spinach
Baccharis Sarothroides	Desert Broom
Bougainvillea Brasiliensis	Bougainvillea
Bougainvillea Brasiliensis	Barbara Karst Bougainvillea
Caesalpinia Pulcherrima	Red Bird of Paradise
Calliandra Californica	Red Fairy Duster
Calliandra Eriophylla	Pink Fairy Duster
Cassia Artemisioides	Cassia
Cordia Parvifolia	Little Leaf Cordia
Dalea Frutescens Sierra Negra	Black Dalea
Encelia Farinosa	Brittlebush
Encalia Frutescens	Green Brittlebush
Fraxinus Greggii	Little Leaf Ash
Hibiscus Rosa Sinensis	Chinese Hibiscus
Juniperus Sabina 'Buffalo'	Buffalo Juniper
Justica Californica	Chuparosa
Larrea Tridentata	Creosote Bush
Leucophyllum Candidum	Violet Silverleaf
Leucophyllum Condidum 'Silver Cloud'	Silver Cloud
Leucophyllum Candidum 'Thunder Cloud'	Thunder Cloud Sage
Leucophyllum Frutescens	Texas Ranger, Texas Sage, Cenizo
Leucophyllum Frutescens 'Green Cloud'	Green Cloud
Leucophyllum Frutescens 'White Cloud'	White Cloud
Leucophyllum Frutescens Var. Compactum	Compact Texas Sage
Leucophyllum Laevigatum	Chihuahuan-Sage
Leucophyllum Minus	Big Bend Silverleaf
Leucophyllum Zygochrysum	Blue Ranger
Myrtus Communis 'Boetica'	Twisted Myrtle
Myrtus Communis	True Myrtle
Nerium Oleander 'Petite Pink'	Petite Pink Oleander
Parthanium Argentatum	Guayule
Photinia Fraseri	Fraser's Photinia
Ruellia Brittoniana	Blue Ruellia
Ruellia Brittoniana Katie	Katie Ruellia
Ruellia Peninsularis	Baha Ruellia
Salvia Greggii	Autumn Sage

Salvia Leucantha	Mexican Sage
Salvia Mohavensis	Mojave Sage
Senna Bauhinioides	Bauhin Senna, Two-Leaved Senna
Senna Biflora	Two-Flowered Senna
Senna Covesii	Desert Senna
Senna Lindheimeriana	Lindheimer Senna
Senna Purpusii	Senna Purpusii
Senna Wislizenii	Shrubby Senna
Simmondsia Chinensis	Jojoba
Sphaeralcea Ambigua	Globemallow
Stegnosperma Halimifolium	Tinta
Strelitzia Reginae "Mandella's Gold"	Goldcrest Bird of Paradise
Tecoma Stans 'Orange Jubilee'	Orange Jubilee
Tecoma Stans 'Sunrise'	Arizona Yellow Bells
Tecoma Stand Var. Angustata	Yellow Bells, Yellow Trumpet Flower
Tecomaria Capensis	Cape Honeysuckle
Thanmosma Montana	Turpentine Broom
Xylosma Congestum	Xylosma
Zauschneria Californica	Hummingbird Trumpet Bush

PERMITTED PLANT MATERIALS  
GROUND COVERS

Acacia Redolens	Desert Carpet Acacia
Ambrosia Deltoidea	Bur-sage
Ambrosia Dumosa	White Bur-sage
Balleya Multiradiata	Desert Marigold
Cissus Trifoliata	Arizona Grape Ivy
Convolvulus Cneorum	Silver Bush Morning Glory
Dalea Bicolor Var. Argyraea	Silver Dalea
Dalea Capitata	Golden Dalea
Dalea Formosa	Feather Dalea
Dalea Greggii	Trailing Indigo Bush
Dyssodia Acerosa	Shrubby Dogweed
Dyssodia Pentachaeta	Dogweed
Eriogonum Wrightii	Wright's Buckwheat
Gazania Rigens Leucolaena 'Sun Gold'	Trailing Yellow Gazania
Gutierrezia Sarothrae	Snakeweed
Lantana Sp.	New Gold Lantana
Nolina Nelsonii	Blue Nolina
Oenothera Berlandieri	Mexican Primrose
Plumbago Scandens	Summer Snow Plumbago
Pyracantha 'Red Elf'	Dwarf Pyracantha
Rosmarinus Officinalis 'Prostratus'	Dwarf Rosemary
Salazaria Mexicana	Paperbag Bush
Tiquila Greggii	Plume Tiquila
Verbena Goodingii	Gooding's Verbena
Verbena Peruviana	Peruvian Verbena
Wedelia Triobata	Yellow Dot
Zinnia Acerosa	Desert Zinnia

Zinnia Grandiflora	Prairie Zinnia
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PERMITTED PLANT MATERIALS  
ACCENT PLANTS

Acacia Schaffneri	Twisted Acacia
Agave Americana	Century plant
Agave Chrysantha	Golden-flowered Agave
Agave Deserti ssp. Deserti	Desert Agave
Agave Deserti ssp. Simplex	Desert Agave
Agave Gemniflora	Twin-flowered Agave
Agave havardiana	Havard Agave
Agave Lechuguilla	Lechuguilla
Agave Neomexicana	New Mexico Agave
Agave Ocahui	-none-
Agave Palmeri	Palmer Agave
Agave Parryi	Parry's Agave
Agave Vilmoriana	Octopus Agave
Aloe Striata	Coral Aloe
Caesalpinia Mexicana	Mexican Bird of Paradise
Carnegiea Gigantea	Saguaro
Ceratoideslanata	Winterfat
Cereus Sp.	Cereus Cactus
Cycas Revolute	Sage Palm
Dasyllirion Acrotriche	Green Desert Spoon
Dasyllrion Leiophyllum	Sotol
Dasyllrion Wheeleri	Desert Spoon
Dietes Bicolor	Fortnight lily
Echinocactus Grusonii	Golden Barrel Cactus
Echinocactus Stramineus	Strawberry Hedgehog
Echinocereus Sp.	Hedgehog Cactus
Euphorbia Rigida	Gopherplant
Fouquieria Spiendens	Ocotillo
Hesperaloe Parviflora	Red Yucca
Macfadyena Unguis-Cacti	Cat's Claw Vine
Malephora Lutea	Rocky Point Ice Plant
Muhlenbergia Capillaries	Regal Mist <sup>"1M</sup>
Muhlenbergia Lindheimeri	Aubum Glow
Muhlenbergia Rigens	Deer grass
Nolina Bigelovii	Bigelow Nolina
Nolina Erumpens	Beargrass
Nolina Microcarpa	Sacahuista
Nolina Texana	Texas Sacahuista
Opuntia Basilaris	Beavertail Prickly-pear
Opuntia Bigelow	Golden Cholla
Opuntia Angelmannii	Engelmam's Prickly-pear
Opuntia Macrocentra	Purple Prickly-pear
Opuntia Santa-Rita	Santa Rita Prickly-pear
Opuntia Fulgida	Chainfruit Cholla
Opuntia Imbricata	Tree Cholla
Opuntia Leptocaulis	Desert Christmas Cholla
Opuntia Spinosior	Cane Cholla
Opuntia Versicolor (Scanthocarpa)	Staghorn Cholla
Pedilanthus Macrocarpus	Slipper Plant
Penstemon Sp.	Penstemon

Psorothamnus Spinosus	Smoke Tree
Rosa Banksiae	Tombstone Rose
Stenocereus Thurberi	Organ Pipe Cactus
Yucca Baccata	Banana Yucca
Yucca Brevifolia	Joshua Tree
Yucca Elata	Soaptree Yucca
Yucca Faxoniana	Faxon Yucca
Yucca Recurvifolia	Curve-Leaf Yucca
Yucca Rigida	Blue Yucca
Yucca Rostrata	Beaked Yucca
Yucca Schidigera	Mojave Yucca
Yucca Treculeana	Torrey Yucca
Yucca Valida	Tree Yucca
Yucca Whipplei	Our Lord's Candle

PERMITTED PLANT MATERIALS  
VINES

Bougainvillia "Barbara Karst"	Bougainvillea
Feijoa Sellowiana	Pineapple Guava

GRASSES

Only hybrid Bermuda grasses are permitted; common Bermuda grasses are not permitted.

**EXHIBIT C**

**Minimum Front Yard Landscaping for Acre Lots**

	<b><u>Grass Landscaping Package</u></b>	<b><u>Desert Landscaping Package</u></b>
Sod	2000 square feet	N/A
Granite	100 tons of ½ " minus or larger; minimum front yard coverage depth of 1 ½"	125 tons of ½" minus or larger; minimum front yard coverage depth of 1 ½"
Shrubs	(20) 1 gallon plants (15) 5 gallon plants	(25) 1 gallon plants (15) 5 gallon plants
Trees	(6) 15 gallon trees (2) 24" box trees	(8) 15 gallon trees (4) 24" box trees
Curbing	90 linear feet	N/A
Irrigation	Automatic underground sprinklers and automatic underground drips	

## Minimum Landscape Standards 60/70 Foot Lots

### Front Yard Landscaping

- (1) 15 Gallon Theme Tree Between Walk and Curb at Front of House
- (2) Gallon trees on the side of corner lots

### Oasis Package

- Up to 300 sq.ft. of sod
- Up to 500 linear ft. of end to end curbing
- (6) 1 gallon shrubs
- (6) 5 gallon shrubs
- $\frac{3}{4}$ " Walker Gold granite depth of 2"
- Automatic Irrigation

### Desert Package

- (1) 24" box tree
- (1) 15 gallon tree
- (9) 1 gallon shrubs
- (9) 5 gallon shrubs
- $\frac{3}{4}$ " Walker Gold granite to depth of 2"
- Automatic Irrigation