



**STONERIDGE**

## DESIGN GUIDELINES

*Rev. 11.11.2014*

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## 1. OVERVIEW AND PHILOSOPHY OF STONERIDGE

### 1.1 Introduction

StoneRidge is a community planned for families, businesses, educational facilities, parks, trails, and historical sites tucked into the rolling hills of the Bradshaw Mountains in Prescott Valley, Arizona. When complete, StoneRidge will consist of residential villages adjoining the StoneRidge Golf Course, open space, parks, trails, and neighborhood commercial areas, and may include schools, churches, and other amenities.

The mild four-season climate of Prescott Valley provides excellent opportunities for year-round activities, including hiking, biking, bird watching and much more. Trails throughout the community will bring residents in touch with rock outcroppings, mountain views, wildflowers and wildlife. A large percentage of the StoneRidge property has been preserved as natural area and open space.

Various housing types share the same community and therefore must work in harmony with each other in terms of architectural design, siting, style colors and materials. The effect of this harmony is to maintain a modern lifestyle with a small-town warmth and atmosphere reminiscent of times long ago. The sidewalks, pathways and recreational areas within the neighborhood villages of StoneRidge have been designed to encourage outdoor activities and neighborly interaction.

The StoneRidge property is steeped in history – from the early native peoples who cherished these hills and valleys to the pioneers, miners and ranchers who founded Prescott Valley and surrounding communities. StoneRidge has been designed to reflect a deep appreciation and respect for the land, its resources and the people who live here.

Although StoneRidge is located in Arizona's high country, the development has been designed to be water efficient. With the use of effluent to irrigate the golf course, preservation of natural areas and installation of low-water use plants in landscaped areas, conservation of our precious water resources is practiced and strongly encouraged.

These Design Guidelines were created to ensure that the high standards and extensive planning that created StoneRidge are consistently applied to help residents and builders understand the concepts and intent behind StoneRidge. The Design Guidelines are binding upon each owner of real property ("Owner") and any other individual or entity ("Builder") who is developing a residential parcel (or lots contained therein) for sale or for its/their intended use within StoneRidge.

## 1.2 Development Requirements

Over the years there have been and will be many different Builders designing and constructing homes within StoneRidge. It is important to ensure that there is continuity in the community as it develops, and therefore, certain standards and requirements must be set to guide future construction. These standards and requirements have been defined by the Founder, the Planned Area Development, the Final Development Plans and Final Plats, the Community Charter and any amendments thereto, and applicable Town of Prescott Valley and Yavapai County rules, regulations and ordinances.

These Design Guidelines are intended to include design standards that Univest-StoneRidge, LLC (the "Founder") and/or the Design Review Committee (the "Committee") appointed by the Founder pursuant to the Community Charter, will consider when reviewing all proposals or plans submitted. Since it is not the Founder's intent to inhibit architectural creativity, exact architectural requirements are not contained herein. These Design Guidelines, therefore, contain specific requirements whenever possible and conceptual information and standards in other instances. The Founder or the Committee, whichever is applicable, shall have the authority to interpret these Design Guidelines on behalf of the Association and the Community. In the event there is an inconsistency in the interpretation between an Owner and the Founder or the Committee, the interpretation of the Founder or the Committee, whichever is applicable, shall govern.

The purpose of these Design Guidelines is to encourage a high level of design quality and consistency for StoneRidge and to foster a landscape and architectural character which is consistent with the community, its geographic context, and a high-country lifestyle.

## 2. DEFINITIONS

2.1 Adjacent Property shall mean all Units, any golf course, Common Area or Natural Area bordering a Unit (on any side or the rear of such Unit) and any Units (three maximum), golf course, Common Area or Natural Area directly across the street from such Unit.

2.2 Approved Color Palette shall mean the exterior color palette approved by the Founder or the Board for use within the StoneRidge community, as same may be amended from time to time (see Appendix "A").

2.3 Approved Plant List shall mean the list of plants approved by the Founder or the Board for landscape use within the StoneRidge community (see Appendix "B").

2.4 Area of Common Responsibility shall mean the Common Area, together with such other areas, if any, for which the Association has or assumes responsibility under the terms of the

Community Charter, any Supplemental Charter, or other applicable covenants, contracts, or agreements.

2.5 Association shall mean the StoneRidge at Prescott Valley Community Association, an Arizona nonprofit corporation, its successors or assigns.

2.6 Association Manager shall mean the Founder, its designee, or homeowners' association management company hired by the Founder or the Board to manage the affairs of the Association.

2.7 Awning shall mean an overhang or secondary fabric covering attached to an exterior wall above a window or door. Window awnings may not protrude more than two feet from building. Patio awnings must be retractable. Awnings must be solid color and complement the existing color palette of the home.

2.8 Board shall mean the Association's Board of Directors, selected as provided in the By-Laws and generally serving the same roles as the Board of Directors under Arizona corporate law.

2.9 Builder shall mean any person or entity who purchases one or more Units for the purpose of constructing improvements for later sale to consumers or who purchases one or more parcels of land within StoneRidge for further subdivision, development, and/or resale in the ordinary course of its business, or who is engaged by an Owner for the purpose of constructing any improvement within StoneRidge.

2.10 Building Envelope shall mean that portion of each Unit within which the Residence must be constructed. The Building Envelope is identified on the Unit's Individual Plot Plan.

2.11 By-Laws shall mean the Association's By-Laws. A copy of the initial By-Laws is attached to the Community Charter as Exhibit D.

2.12 Committee shall mean the Design Review Committee appointed in accordance with the provisions of the Community Charter.

2.13 Common Area shall mean all real and personal property which the Association owns or otherwise has rights in for the common use and enjoyment of the Owners. The term includes the Limited Common Area.

2.14 Common Expenses shall mean expenses the Association incurs, or expects to incur, for the general benefit of all Owners. Common Expenses include any reserves the Board finds necessary or appropriate.

2.15 Community Charter shall mean the Community Charter for StoneRidge recorded July 2, 2001 in Book 3844, Page 225 of the Official Records of the Yavapai County, Arizona, Recorder, as the same may be amended and supplemented from time to time.

2.16 Community-Wide Standard shall mean the standard of conduct, maintenance, or other activity generally prevailing at StoneRidge, or the minimum standards established pursuant to the Design Guidelines, the Rules attached to the Community Charter as the same may be amended from time to time, and Board Resolutions, whichever is the highest standard. The Community-Wide Standard may contain objective elements, such as specific maintenance requirements, and subjective elements, such as matters subject to the Board or the Reviewer's discretion. The Community-Wide Standard may or may not be set out in writing. The Founder initially shall establish such standard; provided, the Community-Wide Standard may evolve as development progresses and as StoneRidge changes.

2.17 Cut and Fill shall mean a process of localized gradation whereby material eroded from one place is deposited a short distance away.

2.18 Cut Sheets shall mean the manufacturer's detailed information data sheets, which pictorially show the physical description of the product.

2.19 Design Guidelines shall mean these guidelines and standards for architecture, design, construction, landscaping, and exterior items on Units, adopted pursuant to the Community Charter.

2.20 Design Review Committee shall mean a committee established, upon delegation or termination of the Founder's authority pursuant to the provisions of the Community Charter, to review plans and specifications for the construction or modification of Improvements within StoneRidge and to administer and enforce design standards and controls as set forth in Chapter 4 of the Community Charter.

2.21 Excavation shall mean any disturbance to the Unit land including trenching.

2.22 Fence shall mean a structure serving as an enclosure, a barrier, or a boundary. Wood products are not permitted.

2.23 Fill shall mean the addition of soil, rock, or other materials to increase the natural elevation of the Unit.

2.24 Founder shall mean Univest-StoneRidge, L.L.C., an Arizona limited liability company or any successor or assign who takes title to any portion of StoneRidge pursuant to the provisions



of the Community Charter for the purpose of development and/or sale and who is designated as the Founder in a recorded instrument that the immediately preceding Founder executes.

2.25 Gazebo shall mean a freestanding pavilion structure which is open on all sides. Wood products are not permitted.

2.26 Hardscape shall mean the part of a building's grounds consisting of structures, such as patios, retaining walls, and walkways.

2.27 Improvement shall mean any changes or alterations to any Unit, site, or residential structure within StoneRidge.

2.28 Individual Plot Plan shall mean the plot plan which is recorded with Yavapai County.

2.29 Limited Common Area shall mean a portion of the Common Area primarily benefiting one or more but less than all Units, Service Areas, or Neighborhoods, as more particularly described in Chapter 12 of the Community Charter.

2.30 Master Plan shall mean the land use plan(s) for the development of StoneRidge approved by the Town of Prescott Valley, Arizona, and other applicable governmental authorities, as may be amended, which include(s) all of the property described in Exhibit "A" to the Community Charter and all or any portion of the property described in Exhibit "B" to the Community Charter. The Founder is not obligated to submit property shown on the Master Plan to the Community Charter. In addition, the Founder may submit property to the Community Charter that is not shown on the Master Plan.

2.31 Member shall mean any person entitled to membership in the Association as set forth in the Community Charter.

2.32 Natural Area Open Space shall mean those portions of StoneRidge, as described on the Master Plan or on the recorded Final Development Plans and Final Plats for StoneRidge, which shall not be disturbed after completion of development activity and shall be maintained in their natural state. Natural Area Open Space shall include, but not be limited to, trails and hilltops and may be accessible to members of the general public.

2.33 Neighborhood shall mean a group of Units designated as a separate Neighborhood pursuant to Chapter 6.4 of the Community Charter. A Neighborhood may be comprised of more than one housing type, may include non-contiguous parcels of property, and may include any number of Units.

2.34 Neighborhood Association shall mean any owners association having jurisdiction over a Neighborhood that is concurrent with (but subordinate to) the Association's rights under the

Community Charter. The Community Charter does not require the creation of any Neighborhood Associations.

2.35 Owner shall mean one or more Persons who hold the record title to any Unit, but excluding any party holding an interest merely as security for the performance of an obligation.

2.36 Patio Cover shall mean any overhead covering constructed in an elevated position over a patio or deck with the intent to provide shade. Wood products are not permitted.

2.37 Pergola shall mean a structure usually consisting of parallel colonnades supporting an open roof of girders or cross-rafters. Wood products are not permitted.

2.38 Person shall mean an individual, a corporation, a partnership, a trustee, or any other legal entity.

2.39 Private Area shall mean that part of the Building Envelope which is not visible from Adjacent Units because it is hidden behind walls, structures, or vegetative screening. There are fewer restrictions in terms of what plants, shrubs, and trees can be planted within Private Areas. These include the plant materials listed on the Approved Plant List (Appendix "B").

2.40 Private Facility(ies) shall mean any real property and facilities located within, adjacent to, or near StoneRidge, which Persons other than the Association own and operate for private recreational and related purposes. The Private Facilities shall include, without limitation, any golf course that is so located and its related supporting facilities and improvements.

2.41 Residence shall mean that portion of a Unit, which is intended for use and occupancy as a separate residential single-family dwelling.

2.42 Reviewer shall mean the entity having jurisdiction over an architectural or design review matter, either the Founder, the Board, or the Design Review Committee, as described in Section 3 below.

2.43 Rules shall mean the restrictions and other rules set forth on Exhibit "C" of the Community Charter, as they may be repealed or modified pursuant to the Community Charter. And the Community Rules and Regulations.

2.44 Screening Structure shall mean a structure that is erected to conceal or break a view and which supports no vertical weight other than its own weight. Wood products are not permitted.

2.45 Service Area shall mean a group of Units which is separately designated pursuant to the Community Charter for purposes of sharing Limited Common Areas and/or receiving benefits or services from the Association that are not provided to all Units. A Service Area may be

comprised of more than one housing type and may include non-contiguous parcels of property. Service Area boundaries may be established and modified as provided in Chapter 7.3 of the Community Charter.

2.46 Standards of Practice as it relates to landscape installation and maintenance shall mean those standards established by the Arizona Landscape Contractors' Association and the Arizona Nurseryman's Association.

2.47 Supplemental Charter shall mean a recorded instrument which subjects additional property to the Community Charter, designates Neighborhoods and Service Areas, identifies Common Area and Limited Common Area, designates Election Districts, and/or creates or imposes additional covenants on the land described in such instrument.

2.48 Transitional Area shall mean landscape areas directly visible from the golf course frontages, Common Areas, Adjacent Property and streets designated to preserve the native character of the landscape area.

2.49 Trellis shall mean a framework of light metal/plastic chiefly used as support for climbing plants. Wood products are not permitted.

2.50 Unit shall mean a portion of StoneRidge, whether improved or unimproved, which may be independently owned and is intended for development, use, and occupancy as a Residence. The term shall refer to the land, if any, which is part of the Unit as well as any Improvements on the Unit. Unit boundaries shall be shown on a recorded plat; provided, in the case of a building containing multiple Residences for independent sale (e.g., attached condominium units), each Residence that may be sold independently shall be a separate Unit. A parcel shall be deemed a single Unit until such time as a plat, survey, or condominium instrument is recorded which subdivides all or a portion of the parcel. Thereafter, the subdivided portion shall contain the number of Units shown, created, designated, or described on the plat. Any portion not subdivided shall continue to be a single Unit.

2.51 Visible from Adjacent Property shall mean, with respect to any given object, that such object is or would be visible at the front or street side of the Unit or visible over the rear yard perimeter walls or fences and having a height in excess of said walls or fences from the existing grade of the area behind such walls or fences.

2.52 Violations shall mean any exterior aspect of the Residence that has not been approved by the Committee, or is expressly forbidden in these Design Guidelines, the Community Charter or any Supplemental Charter, or by the Association.

### 3. DESIGN REVIEW COMMITTEE

As described in Chapter 4 of the Community Charter, the Founder has exclusive authority to review and act upon all applications for architectural or other Improvements within StoneRidge while the community is being developed. During this time, the Founder may, but shall not be required to, appoint a Design Review Committee (the "Committee") to act as its representative for design review matters. After expiration of the Founder's jurisdiction, the Board shall appoint the Committee.

#### 3.1 Design Review Committee Membership

If a Committee is formed by the Founder pursuant to the Community Charter, such Committee shall consist of at least three members, each of whom shall be appointed and may be removed by the Founder, in its discretion, so long as the Founder has the right to so appoint as set forth in the Community Charter. Thereafter, the Board shall have the right and duty to appoint members to the Committee in accordance with the Community Charter. Any member of the Committee may resign at any time from the Committee upon written notice delivered to the Founder or to the Board, whichever then has the right to appoint and remove members.

#### 3.2 Duties

It shall be the duty of the Founder or the Committee, whichever is applicable, to consider and act upon such proposals or plans as are from time to time submitted to it pursuant to the Community Charter and these Design Guidelines, to perform such other duties as may be from time to time delegated to it by the Community Charter or the Board, and to amend these Design Guidelines when and in the manner deemed appropriate or necessary by the Founder or the Committee, whichever is applicable.

#### 3.3 Meetings

The Committee may meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of a majority of the members (with or without a meeting) shall constitute the act of the Committee unless the unanimous decision of its members is otherwise required by the Community Charter or these Design Guidelines. The Committee shall keep and maintain a record of all action from time to time taken by the Committee.

#### 3.4 Compensation

Unless authorized by the Founder or the Board, the members of the Committee shall not receive any compensation for services rendered; all members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Committee

function or duty. Professional consultants retained by the Founder or the Committee shall be paid such compensation as the Founder or the Committee determines.

### 3.5 Amendment to Guidelines

As provided in the Community Charter, the Founder or the Committee may from time to time amend, supplement and repeal all or any portion of these Design Guidelines. Each Owner is responsible for obtaining a copy of the most recent Design Guidelines from the Association Manager.

### 3.6 Non-Liability

Neither the Founder, the Board nor the Committee, nor any member, employee, or appointee of the Founder, the Board or the Committee, shall be liable to any other Person for any damage, loss or prejudice suffered or claimed on account of: (a) the approval, disapproval, or failure to approve of any plans, drawings, or specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, or specifications; (c) the development, or manner of development, of any property within StoneRidge; or (d) the execution and filing of an Estoppel Certificate, whether or not the facts therein are correct; provided, however, that such member or employee has, with the actual knowledge possessed by him or her, acted in good faith. Every Owner or other person who submits plans to the Founder or the Committee for approval agrees, by submission of such plans and specifications, that he or she will not bring an action or suit against the Committee, the Founder, or any member or employee thereof to recover damages. Approval of the Founder, the Committee, or any member or employee thereof, shall not be deemed to be a representation or warranty that the Owner's plans or specifications or the actual construction of a Residence or other Improvement on the Unit complies with applicable government ordinances or regulations, including, but not limited to, zoning ordinances and local building codes. It shall be the sole responsibility of the Owner or other person submitting plans to the Founder or the Committee or performing any construction to comply therewith. The Founder or the Committee, whichever is applicable, or any employee or member thereof, may, but shall not be required to, consult with or hear the Association or any Owner or other Person with respect to any plans, drawings, specifications, or other proposal submitted for review.

### 3.7 Enforcement

These Design Guidelines may be enforced by the Founder, the Committee, the Association, or a homeowners' association management company designated by the Association as provided herein or in the Community Charter.

### 3.8 Fees and Deposits

The Reviewer may from time to time adopt, revise and amend a schedule of application fees, which may include additional or supplement fees in connection with submittals, resubmittals, or changed, revised or amended plans. Such schedule shall be subject to the approval of the Founder or the Board, as provided in the Community Charter. Any and all such fees may vary (for example, but without limitation) based upon the type of structure or Improvement for which approval is sought, and may vary based upon whether the Owner is submitting custom home plans for use on a single Unit or "standard" plans which will be used on more than one Unit. The Reviewer shall also have the right, at its option, to require that an Owner provide to the Reviewer, at the time such Owner applies for approval of its plans or at such other time prior to final completion of construction, a refundable deposit in such amount as the Reviewer may specify; in such case, such deposit shall be held by the Founder or the Association as a security for full compliance by the Owner and its agents, employees, contractors and subcontractors and all others performing work with the requirements of these Design Guidelines and with the applicable provision of the Community Charter and any applicable Supplemental Charter. Such deposit may be applied by the Founder or the Association (at the direction of the Founder or the Board) to reimburse the Founder or the Committee (or the Board or the Association, as applicable) for any expenses incurred to cure, correct or remedy any breach or noncompliance with the requirements of these Design Guidelines or the applicable provisions of the Community Charter or any applicable Supplemental Charter. Upon final completion of all construction or work on a Unit or Parcel (including completion of all landscape installation), and verification through an inspection by a representative of the Reviewer that all such work is complete in accordance with the approved plans and specifications, the Reviewer shall return such deposit (or any remaining balance thereof if any portion was previously applied to a breach or noncompliance as provided in the preceding sentence) to the Owner who made such deposit. The Reviewer shall have the right, in its sole discretion, to reduce or waive any fee or deposit otherwise required in such circumstances as the Reviewer may deem appropriate.

The Founder, or the Committee, with the approval of the Board, may also from time to time adopt, revise and amend a policy of procedures and fines, fees or penalties to be employed to enforce the provisions of these Design Guidelines and the right of the Association set forth herein and under the Community Charter. The Reviewer shall have the right, in its sole discretion, to reduce or waive any fine, fee or penalty so imposed or assessed under such circumstances as the Reviewer may deem appropriate.

#### 4. REVIEW AND APPROVAL PROCESS FOR MODIFICATIONS TO EXISTING HOMES

In order to assist Owners with planning structural or aesthetic modifications to the exterior of their existing Residence and other Improvements on their Unit, a design review process administered by the Reviewer has been established. Under the Community Charter, the Reviewer is charged with the responsibility of maintaining the standards set forth in the Design Guidelines.

Any exterior changes to the approved drawings before, during, or after the construction of the Residence on a Unit, must first be submitted for review and approval by the Reviewer prior to the start of construction of such modification or improvement. Failure to do so may result in the removal and reconstruction of nonconforming portions at the expense of the Owner, fines or other charges. Whenever applicable, it is strongly recommended that an Owner retain competent professional services for planning and design of any proposed modifications or improvements to their Unit.

##### 4.1 Design Review Requirement

The design review process was developed to provide adequate checkpoints along the way in an effort to minimize time and money spent on designs which do not adhere to the Design Guidelines, Community Charter or to the overall philosophy of StoneRidge. An attempt has been made to streamline this process to eliminate excessive time delays. Nevertheless, each Owner is directly responsible for complying with the Design Guidelines, and all other applicable provisions of the Community Charter, as well as all rules and regulations of the Town of Prescott Valley or any other governmental authority, in order to bring the design review process to a speedy and satisfactory conclusion.

The Reviewer will conduct reviews of modification and improvement projects on a case by case basis as appropriate. Results of such review will be provided to the Owner in writing not later than ten (10) business days after a submittal has been reviewed. All official actions, responses, and communications resulting from such reviews will be communicated in writing. Any responses an Owner may wish to make in reference to such responses and the issues contained in such responses following review shall be addressed to the Reviewer in writing. If the reviewer fails to respond in a timely manner, approval shall be deemed given. However, no approval, whether expressly granted or deemed granted, shall be inconsistent with the Design Guidelines unless a written variance has been granted pursuant to Section 4.5 of the Community Charter.

One complete set of plans, specifications, or other materials submitted through the Association Manager shall be retained by the Association in the Association files.

## 4.2 Submittal Requirements

Although the Reviewer or a homeowners' association management company, whichever is applicable, will enforce all provisions of the Design Guidelines, the following will be of particular concern:

1. Siting of the new improvements within the Unit to be sensitive to views and privacy from other Units, Private Facilities as defined in the Community Charter, and commercial areas.
2. Architectural character as viewed from all sides and specifically as viewed from Private Facilities, streets and Common Areas. The texture, materials and colors of the design are crucial.
3. Building heights and masses, if being modified.
4. Finished floor elevations and Cut and Fill conditions, if applicable.
5. Exterior elevations of the Residence reflecting modifications.
6. Setbacks along the boundary adjacent to the Private Facilities to maintain a visual and safety separation, as applicable.
7. Exterior paint and material colors, as well as color usage and distribution.
8. Landscape character and plan materials appropriate to the environment as set forth on the Approved Plant List.
9. Adjacent property owner approval for fence or other common property line improvements.

## 4.3 Submittals shall include:

4.3.1 The Application Form supplied by the Association Manager with all information completed.

4.3.2 A Complete On-Site Landscape Plan drawn on a site plan not less than 1"=20', showing: property lines; building footprint; proposed contours and grading, if finished grading is to be modified; areas to be irrigated, if any, including location of backflow prevention assemblies; locations and sizes of all existing and proposed plants, indicating which plants will be relocated and the proposed location of new plants within the landscape plan; locations of areas to receive revegetation, if any; locations of areas to receive enhanced vegetation; decorative features such as pools or imported rocks; specifications as to color and size of mineral landscape elements including approximate size of any boulders proposed; a list of all proposed plants including both the common and botanical plant name. In addition to the above, all improvements described in Section 4.3.5 must be shown on site plan.

4.3.3 Samples or catalog cuts of all exterior improvement items submitted.



4.3.4 An approximate milestone construction schedule indicating approximate milestone dates for: start of construction and completion of each key element of construction and projected final completion date.

4.3.5 The following is a list of non-refundable Design Review Fees that must be submitted for modifications to existing homes. Checks should be made payable to the StoneRidge at Prescott Valley Community Association. All fees may be increased based on extent of modification(s) submitted:

\$150.00 Fee:

- a. Exterior structural modifications of the home

\$50.00 Fee:

- a. Sports Courts
- b. Spas with screening
- c. Swimming pools
- d. Fences, railings, walls & gates
- e. Site lighting
- f. Initial rear yard landscaping (production homes)
- g. Modifications to landscaping after initial installation
- h. Trellises, pergolas and gazebos
- i. Patios
- j. Patio covers – solid or slatted
- k. Enclosure of existing patio – screen or glass
- l. Modifications to existing driveway
- m. Exterior painting – if changing colors and or scheme

No Fee:

- a. Awnings
- b. Shade screens
- c. Placement of exterior solar panels and satellite dishes
- d. Security doors/panels/shutters
- e. Yard art
- f. Temporary play equipment
- g. Rain gutters
- h. Flagpoles
- i. Exterior painting – if no change in color or scheme

j. Replacement of exterior lighting fixtures

The Reviewer reserves the right to designate a new fee for a submittal not defined above at its discretion.

4.3.6 Any repainting or redecorating of exterior surfaces will also require submittal of a detailed color scheme and color samples to the Reviewer for approval unless the most recently approved colors and scheme are to be used. If the color to be used is in accordance with the Unit's most recently approved color scheme (rather than the faded color as it currently exists), the Owner is still required to submit the application form so that the Committee can confirm that the color the Owner intends to use is actually in accordance with the Unit's most recently approved color scheme.

Colors that complement the surrounding improvements and existing environment are encouraged. Colors from the Approved Color Palette (Appendix "A"), which are indigenous to the StoneRidge environment, are a requirement. Colors of high reflectivity and/or primary colors are not permitted. Main body, body trim and wall paint finish sheen to be flat or matte and for all other surfaces the paint finish sheen is to be no higher than semi-gloss. (See Appendix "A")

4.3.7 Upon receipt of the complete Submittal, it will be reviewed for conformance to the StoneRidge Design Guidelines and Community Charter, and a written response will be provided to the applicant. If the Submittal is approved, the Reviewer, through the Community Manager, will provide the applicant with written approval.

4.4 Construction Approval

Following receipt of approval from the Reviewer, the Owner and/or Builder shall obtain plan check approval from the Town of Prescott Valley and secure a building permit if required. The Owner and/or Builder shall be responsible for obtaining all necessary approvals and permits. **Such approval by the Town of Prescott Valley and issuance of a building permit or permits does not constitute approval by the Reviewer or the Association.**

4.5 Additional Construction and/or Exterior Changes

Any exterior changes to the approved drawings before, during, or after the construction of an Improvement must first be submitted for review and approved by the Reviewer. Failure to do so may result in the removal and reconstruction of non-conforming portions at the expense of the Owner, fines, fees or other penalties imposed by the Association.

#### 4.6 Resubmittal of Drawings

In the event of disapproval by the Reviewer, any resubmission of drawings must follow the same procedure as the original Submittal. A resubmittal fee as determined by the Reviewer may be assessed on subsequent submittals based on the extent of the modifications requested.

#### 4.7 Commencement of Construction

Upon receipt of written approval of the Submittal, the Owner shall commence construction pursuant to the approved Submittal within ninety (90) calendar days from the date of approval and complete the improvements within sixty (60) calendar days of commencement, unless otherwise approved by the Reviewer. If the Owner fails to comply with this Section 4.7, the Reviewer may notify the Association of such failure and the Association, at its option, may complete the exterior in accordance with the approved drawings or remove the Improvement(s), and the Owner shall reimburse the Association for all expenses incurred in connection therewith.

#### 4.8 Final Construction Review

Upon completion of the approved Improvement to the Unit for which final approval was granted, the Owner shall give written notice of completion to the Reviewer, and the Reviewer or its designee shall make a final inspection of such Improvements.

#### 4.9 Structural Building Additions

Any structural building additions to an existing structure must be submitted to the Reviewer as outlined in Section 5.

#### 4.10 Non-Waiver

The approval by the Reviewer of any drawings or specifications for any work done or proposed, or in connection with any other matter requiring approval under these Design Guidelines or the Community Charter, including a waiver by the Reviewer, 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 of a non-conforming design or aspect that has not been identified earlier.

#### 4.11 Right of Waiver

The Founder reserves the right, and may assign such right to a Committee, to waive or vary any of the procedures or standards set forth herein at its discretion.

## 5. REVIEW AND APPROVAL PROCESS FOR NEW CUSTOM HOMES

In order to assist Owners/Builders with the design of their new home and to ensure compliance with the Design Guidelines and Community Charter, a design review process administered by the Reviewer has been established under the Community Charter. The Reviewer is charged with the responsibility of maintaining the standards set forth in the StoneRidge Design Guidelines and Community Charter.

In its ongoing desire to maintain the Founder's vision for the community and level of quality at StoneRidge, the Reviewer may modify or create additional guidelines, policies or procedures. IT IS IMPERATIVE THAT EACH OWNER AND PROPOSED DESIGNER OR ARCHITECT SCHEDULE A PRE-DESIGN MEETING WITH A REPRESENTATIVE OF THE REVIEWER PRIOR TO COMMENCING THE HOME DESIGN PROCESS. Please contact the Community Manager at (928) 775-7550 for an appointment and to receive the latest amendment(s) to the Design Guidelines or current policies prior to proceeding with design.

In general, the design review process is divided into five phases:

1. Pre-Design Meeting
2. Preliminary Submittal
3. Final Submittal
4. Construction Approval
5. Final Construction Review

It is strongly recommended that an Owner retain competent professional services for planning and design. A thorough analysis and understanding of a particular Unit and the Owner's special needs and the skill to translate this into building form, as well as the ability to convey to the Reviewer the concept and design of a proposed Residence or other Improvements are all important elements of the design review process.

The design review process was developed to provide adequate checkpoints along the way in an effort to minimize time and money spent on designs which do not adhere to the Design Guidelines or to the overall philosophy of StoneRidge. An attempt has been made to streamline this process to eliminate excessive time delays. Nevertheless, each Owner is directly responsible for complying with the Guidelines, and all other applicable provisions of the Community Charter, as well as all rules and regulations of the Town of Prescott Valley or any other governmental authority, in order to bring the design review process to a speedy and satisfactory conclusion.

The Reviewer will conduct reviews of projects on a case by case basis as appropriate. Results of such review will be provided to the Owner in writing not later than ten (10) business days after a submittal has been reviewed. All official actions, responses, and communications resulting from such reviews will be communicated in writing. Any responses an Owner may wish to make in reference to such responses and the issues contained in such responses following review shall be addressed to the Reviewer in writing.

One complete set of plans, specifications, or other materials submitted through the Association Manager shall be retained by the Association in the Association files.

If reviews are being conducted by a Committee, and such Committee meets to review such submittals, then the applying Owner shall deliver Preliminary Submittals and Building Envelope Submittals a minimum of ten (10) business days prior to the scheduled review meeting at which they will be discussed. Final submittals, and any revised submittals, must be received a minimum of ten (10) business days prior to the review meeting at which they will be discussed.

Although the Reviewer will enforce all provisions of the Design Guidelines, the following will be of particular concern:

1. Siting of the Residence within the Building Envelope to be sensitive to views and privacy from other Units, Private Facilities as defined in the Community Charter, and commercial areas.
2. Architectural character of buildings as viewed from all sides and specifically as viewed from Private Facilities, other Units, streets and Common Areas. The massing, texture, and materials of the design are critical.
3. Building heights and masses.
4. Finished floor elevations and Cut and Fill conditions.
5. Exterior elevations of the Residence.
6. Cut sheets for skylights.
7. Setbacks along the boundary adjacent to the Private Facilities, to maintain visual and safety separation.
8. Exterior paint and material colors, as well as color usage and distribution.
9. Landscape character and plant materials appropriate to the environment.
10. Adjacent property owner consent for fences or other common property line improvements.

#### 5.1 Pre-Design Meeting

To initiate the review and approval process prior to preparing any drawings for a proposed Residence or Improvement, the Owner and his architect/designer are required to meet with the

Reviewer or its agent to discuss the proposed Residence or Improvement and to explore and resolve any questions regarding building requirements in StoneRidge or the interpretation of the Design Guidelines. Any amendments to the Design Guidelines, as well as the current policies and procedures, may be obtained at this time.

## 5.2 Building Envelope Submittals

Any request to modify the Building Envelope established by the approved Individual Plot Plan exhibit is discouraged. Section 6.1 of these Design Guidelines describes the building envelope concept.

## 5.3 Building Envelope Modifications

Modifications to the Building Envelope may be permitted by the Reviewer upon an Owner's application for this specific variance. Modifications to the Building Envelope may be approved when justified in the Reviewer's opinion, giving consideration to relevant issues such as views, privacy, and impact to Adjacent Property and the overall character of the proposed improvement. Modifications will be considered with a Preliminary Submittal and do not require separate submission.

Modifications to a Building Envelope will require written approval of all Owners of Adjacent Property on a form provided by the Association Manager. In the case of Adjacent Properties that are owned by the Founder or a Founder Affiliate, written approval of the Founder may be required from a designated agent with proper signing authority. It is the sole responsibility of an Owner to obtain the written approval of all the Owners of the Adjacent Property prior to submitting any proposed modifications of a Building Envelope for review.

Submittals for modifications to a Building Envelope shall include the following items:

5.3.1 The application form provided by the Reviewer with all information completed.

5.3.2 A site plan, at a scale of not less than 1" = 20', showing Unit boundaries, existing surface contours at one (1) foot to five (5) foot intervals based on StoneRidge's datum, a general footprint of the proposed Residence and Improvements. This plan shall clearly delineate the existing Building Envelope and the proposed modifications to the Building Envelope, as well as drainage patterns of the Unit and location of the mailbox.

5.3.3 A brief narrative describing the need for a request to modify the Building Envelope, including identifying any specific topographic or environmental hardships which are causes for a proposed Building Envelope modification. A letter of approval is required from each Owner of an Adjacent Property in a form provided by the Reviewer.

5.3.4 Payment of a non-refundable Design Review Fee of \$250.00 must accompany the Building Envelope Modification submittal. Checks should be made payable to StoneRidge at Prescott Valley Community Association.

Building Envelope submittals must be submitted to the Founder or the Committee, whichever is applicable, through the Association Manager at its office at least three (3) business days in advance of a regularly scheduled review meeting at which time the submittal will be discussed.

To assist the Reviewer in its evaluation of a modification to a Building Envelope, the Owner shall, if requested, provide staking of the proposed modification to the Building Envelope.

One complete set of plans, specifications or other materials submitted through the Association Manager shall be retained by the Association in the Association files.

#### 5.4 The Preliminary Submittal

Preliminary drawings, including all of the exhibits outlined below, must be submitted through the Association Manager after the Pre-Design Meeting. Preliminary Submittals must be submitted at least three (3) business days in advance of a regularly scheduled meeting at which such plans will be reviewed and discussed.

##### Preliminary Submittals shall include:

5.4.1 The Application Form supplied by the Reviewer with all information completed.

5.4.2 Site plan at a scale of not less than 1" = 20' showing the graphic locations and the numerical area calculations of the Building Envelope (both the original Building Envelope and the proposed modification to the Building Envelope in the case of a request for modification), siting of the Residence and other Improvements on the Unit with horizontal dimensional ties to the property lines and property corners, driveway, centerline of adjacent streets, parking areas, patios, pools, walls, retaining walls, mailbox, proposed utility service facilities and routes, site grading including existing and proposed contours, proposed drainage improvements, and topographic features such as washes, rock outcroppings and existing trees and major shrubs to be retained and to be relocated, and elevations (datum) of all building floors, patios, and terraces, showing in relation to site contour elevations. The site plan must also include the size of the Residence in square feet for both livable and under-roof areas along with sufficient cross sections that depict the sighting of the improvements in relation to vertical relief.

5.4.3 Roof and Floor Plans (at a scale of not less than ¼" = 1'-0"). Roof plans should show areas and heights of roofs, location of crickets, valleys, hips, gables, vents and skylights. Floor plans shall show vertical elevations for each floor level change and horizontal floor plan layout.

5.4.4 Exterior Elevations of all sides of the Unit in relation to existing topography, at the same scales as the floor and roof plans, identifying all structure heights, delineating both existing and proposed grade lines and designating all exterior materials and general colors. Color selections may be general and not specific for the Preliminary Submittal.

5.4.5 A non-refundable Design Review Fee of \$250.00 minimum must accompany the Preliminary Submittal. This fee may be increased based on design complexity. In the case of an addition to an existing Residence, the Design Review Fee will be as described in Section 4.3.5. Checks should be made payable to the StoneRidge at Prescott Valley Community Association.

All necessary improvements contemplated on the Unit must be shown on the Preliminary Submittal. To assist evaluation of the Preliminary Submittal, the Owner shall, if requested, provide preliminary staking of the locations of the corners of the Residence of other Improvements deemed to be major and at such other locations as the Reviewer may request

## 5.5 Final Submittal

After preliminary written approval is obtained, the Owner shall submit the following documents that clearly comply with, or satisfactorily resolve, the stipulations for preliminary approval, through the Association Manager for final review. Final submittals must be made a minimum of three (3) business days prior to a regularly scheduled meeting at which such Final Submittal will be reviewed.

### Final Submittals shall include:

5.5.1 The Application Form supplied by the Reviewer with all information completed.

5.5.2 Complete Construction Documents for the Residence including all utility locations, electric meter, and exterior mechanical equipment locations; any adjustments to locations and/or areas of the Building Envelope or the Residence.

5.5.3 Samples of all exterior building materials and colors.

5.5.4 A Complete Landscape Plan at the same scale as the survey, showing: proposed contours and grading, if finished grading is different than that on the Final Site Plan; areas to be irrigated, if any, including location of backflow prevention assemblies; locations and sizes of all existing and proposed plants, indicating which plants will be relocated and the proposed location of new plants within the landscape plan; locations of areas to receive revegetation, if any; locations of areas to receive enhanced vegetation; decorative features such as pools or imported rocks; specifications as to color and size of mineral landscape elements including approximate size of



any boulders proposed; a list of all proposed plants including both the common and botanical plant name.

5.5.5 An approximate milestone construction schedule indicating approximate milestone dates for: start of construction, completion of slab/foundations, completion of framing, completion of exterior wall surfaces, completion of roofing, completion of all construction, anticipated utility hook-up, completion of landscaping and anticipated occupancy.

5.5.6 Upon receipt of the complete Final Submittal, it will be reviewed for conformance with the StoneRidge Design Guidelines, the Community Charter, and with any stipulations made after review of the Preliminary Submittal and a written response will be provided to the Applicant. If the Final Submittal is approved, the Reviewer will provide the applicant with a Letter of Construction Authorization.

5.5.7 Non-refundable review fee of \$250 minimum must accompany the Final Submittal. This fee may be increased based on design complexity. Checks should be made payable to the StoneRidge at Prescott Valley Community Association.

5.5.8 Payment of a refundable Construction Compliance Deposit in the amount of \$1,500.00 or any other amount as deemed necessary by the Reviewer. The construction deposit shall be refundable to the Owner, less any costs incurred by the Reviewer to enforce the provisions of the Design Guidelines and the Community Charter, upon completion of the residence and receipt of construction approval by the Reviewer.

## 5.6 Construction Approval

Obtaining plan check approval from the Town of Prescott Valley and securing a building permit are the responsibility of the Owner and/or Builder. **Such approval by the Town of Prescott Valley and issuance of a building permit does not constitute approval by the Reviewer or the Association.**

## 5.7 Additional Construction and/or Exterior Changes

Any exterior changes to the approved drawings before, during, or after the construction of any Improvement must first be submitted for review and approved by the Reviewer. Failure to do so may result in the removal and reconstruction of non-conforming portions at the expense of the Owner, fines or other penalties as imposed by the Association.

## 5.8 Resubmittal of Drawings

In the event of disapproval by the Reviewer, of either a Preliminary Submittal or a Final Submittal, any resubmission of drawings must follow the same procedure as the original

submittal. A non-refundable resubmittal fee of up to \$500.00 as determined by the Reviewer may be assessed on subsequent submittals based on the extent of the modifications required.

#### 5.9 Commencement of Construction

No construction activity may begin without written approval of the StoneRidge Design Review Committee. Work or construction done without the approval of the Reviewer or not according to the approved plans may be ordered corrected or removed by the Reviewer and the Unit returned to its original state with all expenses billed to the Owner. Reviewer approvals are valid for one (1) year from the date of the Committee's decision. If construction does not commence within one (1) year, the approval shall expire and it will be necessary for the plans to be resubmitted as a new submittal for reconsideration by the Reviewer prior to commencing any work.

Construction will be deemed to have been commenced once the Unit has been disturbed from its pre-existing state. Construction must proceed in a continuous manner through the completion of the Residence and all other Improvements shown on the final design submittal approved by the Reviewer. If construction ceases for a period greater than forty-five (45) days, unless by order of the Town or County, the Reviewer may require that construction immediately be resumed on the Unit or that the Unit be returned to its original contours and vegetative state and all Improvements be removed, or the Founder or the Association, as appropriate, shall be entitled to exercise any other remedy available to it under the Community Charter or the law.

Construction must be completed within one (1) year from the commencement of construction unless the approved schedule indicates otherwise. Failure to complete construction in the approved schedule timeframe will result in a minimum fine of \$50.00 per day charged to the Owner/Contractor. The Owner/Contractor shall pay the fine to the StoneRidge at Prescott Valley Community Association within ten (10) days from receipt of the fine notice. Failure to pay the fine shall result in the fine being deducted from the Construction Compliance Deposit. No activity will be permitted on site until the Construction Compliance Deposit has been replenished to the full amount required.

The Reviewer may, but is not obligated to, grant extensions to the 12-month approval or completion period on a case by case basis due to hardship, natural disasters, litigation or complex plans.

If the Owner fails to comply with this provision, any approval given shall be deemed revoked unless, upon the written request of the Owner made to the approving authority prior to the expiration of the one-year period and upon a finding by such authority that there has been no change in circumstances, the time for commencement is extended in writing by such authority.

If the Owner fails to comply with this Section 5.9, the Reviewer may notify the Association of such failure and the Association, at its option, may complete the exterior in accordance with the approved drawings or remove the Improvement(s), and the Owner shall reimburse the Association for all expenses incurred in connection therewith.

#### 5.10 Final Construction Review

Upon completion of any Residence or other Improvement for which final approval was granted, the Owner shall give written notice of completion to the Reviewer, and the Reviewer shall make a final inspection of the approved Residence or Improvements.

#### 5.11 Non-Waiver

The approval by the Reviewer of any drawings or specifications for any work done or proposed, or in connection with any other matter requiring such approval under these Design Guidelines or the Community Charter, including a waiver by the Reviewer, 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 or of a non-conforming design or aspect that has not been identified earlier. For example, the Reviewer may disapprove an item not in conformance with the Design Guidelines shown on the Final Submittal even though it may have been evident and could have been disapproved at the Preliminary Submittal.

#### 5.12 Right of Waiver

The Reviewer reserves the right to waive or vary any of the procedures or standards set forth herein at its discretion.

#### 5.13 Contractors Signage

Any signage placed on the Unit by the contractor or Builder must be in conformance with the "industry standard size sign" not to exceed 18" x 24" and the industry standard size sign rider (one only) of 6" x 24".

### 6. DEVELOPMENT GUIDELINES FOR CUSTOM HOME SITES

The natural topography, vegetation and environment in StoneRidge are unique and require special and detailed attention to site design and development. Each Unit has unique features of topography, slope, views, drainage, vegetation, and access that need to be analyzed in the design process. The Founder stresses the importance of sensitivity in the design of the site and Residence so that each home responds to the natural characteristics of each specific Unit. Given this requirement to be site-specific, it is important to realize that designs that work on one Unit may

not work on another Unit. The following site development guidelines deal with issues of siting, grading, excavation and landscape.

The natural landscape is fragile and may take years to naturally mitigate impacts of disturbance; therefore, StoneRidge has developed regulations to provide protection for natural areas.

#### 6.1 The Building Envelope

A Building Envelope has been established for each Unit based on the Unit's natural features, views, relationship to Building Envelopes on Adjacent Property, drainage, and topography. Modifications to Building Envelopes are discouraged, although Modifications may be allowed by the Reviewer upon an Owner's application, as part of the design review process pursuant to Section 5.3 of these Design Guidelines. Modifications to the Building Envelope may be approved when justified in the Reviewer's opinion, giving consideration to relevant issues such as views, privacy and the overall character of the development. Increases in the size of a Building Envelope will be considered only in exceptional circumstances, in the sole discretion of the Reviewer.

#### 6.2 Minimum Setbacks

All setbacks will be reviewed based on the merits of the submitted site plan design. The minimum setbacks are those required by the Town of Prescott Valley, as described in the Individual Unit Plot Plan. Setback information is available from the Town of Prescott Valley. However, the Building Envelope may dictate greater setbacks than the minimum standards required by the Town of Prescott Valley.

#### 6.3 Golf Course Impact

There are certain inherent hazards and risks of injury to persons and property that result from living in or owning property or a residence adjacent to or in the vicinity of a golf course. The Founder strongly recommends that, during the site planning of a Unit, detailed consideration be given to the possibility of errant golf balls, particularly with the orientation of windows or other breakable surfaces on the Residence. Excessive landscape, fences, or large blank walls will not be permitted. Notwithstanding the above, the Reviewer may permit the installation of netting or other screening devices which are compatible with the total surrounding environment, and may impose such other more specific requirements or conditions for approval (e.g., relating to location, materials, size, and design). Neither the Founder nor the Committee makes any representation of the potential for damage or injury resulting from errant golf balls or any representation or guarantee of the effectiveness of any approved netting or other screening device in preventing damage or injury from occurring. Neither the Founder nor the Committee shall be liable to the Unit Owner or any other person for damage or injury occurring to the Unit or any

person resulting from errant golf balls, regardless of whether a request to install netting or other screening device is approved or disapproved.

Evaluation of the proper siting, orientation, massing and setbacks should provide for maximum golf or view orientation with minimal adverse impact from the play of golf. Design consideration should be given to the noise generated by golfers, golf carts and golf maintenance vehicles.

#### 6.4 Site Work

Typically, Residences and Improvements should be nestled into the land, remaining low, so as to be part of the site rather than perched upon it. Buildings and Improvements should step down or up slopes, using multi-level solutions wherever possible, to follow existing contours and minimize Cut and Fill situations (see Section 6.5 “Cut and Fill”). When the construction is completed, the natural grade around the Residence and site walls should lie against the walls of the Residence as near as possible to the original angle of slope on the site.

Once a Preliminary Plan is sufficiently defined, it is recommended that the building corners be staked out on the un-graded site and elevations taken at each corner with a transit. Using this information, the design can be fine-tuned or adjusted to minimize the structure’s height by making it conform more closely to the existing topography.

When preparing a preliminary site plan, consideration should be given to the impact of the proposed Residence on Adjacent Property with respect to the Adjacent Property's privacy, view preservation, natural drainage, and ease of access.

While the natural topography in StoneRidge varies considerably from Unit to Unit, the following general limitations will apply in the absence of special circumstances justifying exceptions as may be approved by the Reviewer.

6.4.1 No change in natural or existing drainage patterns for surface waters shall be made upon any Unit that could adversely affect another Unit or Owner. No alterations to drainage patterns may be made that modify the natural outfall discharge for each Unit.

6.4.2 Retaining walls: In no case shall the height of a retaining wall exceed six feet (6') measured vertically from the lowest point at finished grade adjacent to the wall to the highest point of the all along the exterior side of the enclosure. Retaining walls shall include any walls that retain or hold back earth more than two feet (2') in depth. The Reviewer, on a case by case basis, may consider overall retaining wall heights which exceed the six foot (6') limitation described above. Where justified by topographic conditions and where the extra height causes no adverse visual impact, an overall height of up to ten feet (10') may be achieved by use of more than one retaining wall, provided that a minimum area of five feet (5') is maintained between the two walls. Open

railings up to an additional four foot (4') height may be permitted on top of a maximum six foot (6') tall retaining wall, subject to approval by the Reviewer. The design of these railings must be specifically approved by the Reviewer in accordance with these Design Guidelines.

6.4.3 All screening structures shall be submitted to and approved by the Reviewer in writing prior to installation. Screening structures may not exceed six feet (6') in height measured from finished grade along the exterior side of the enclosure. On a case by case basis, the Reviewer may, in its discretion, consider heights in excess of six feet (6') when justified by topographic conditions and the extra height causes no adverse visual impact. Material and height of screening structures must be compatible with existing building materials. **Screening structures should be utilized to delineate private areas within the Unit and will not be allowed to delineate the property limits of the Unit.**

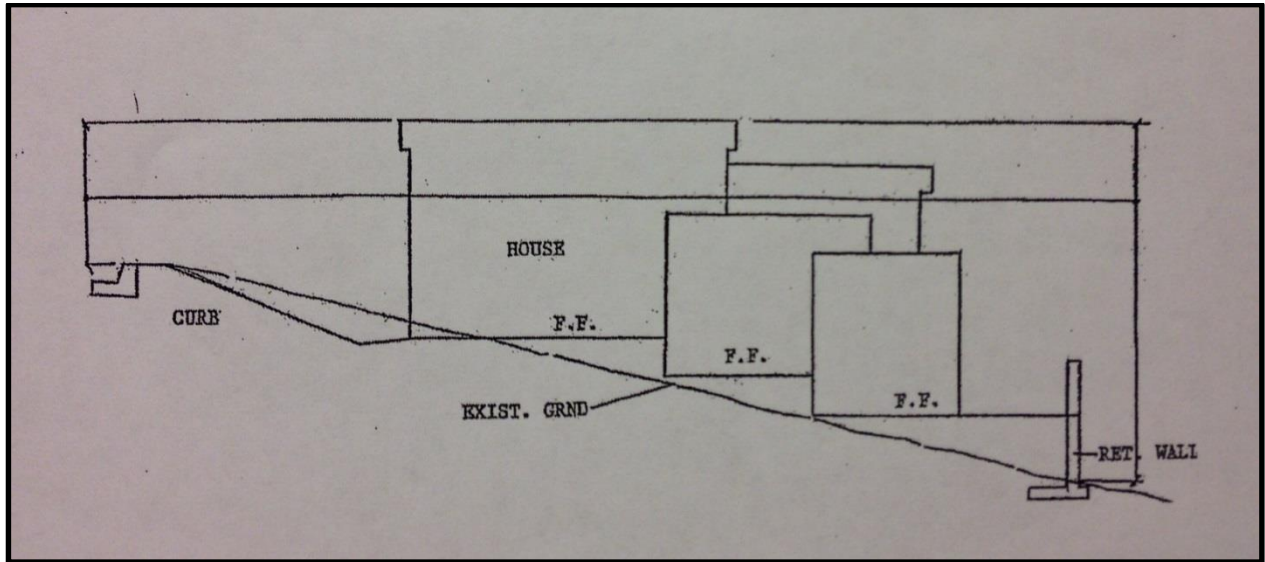
6.4.4 All hardscape, fence, ground cover, and landscape materials shall be submitted to and approved by the Reviewer in writing prior to installation. **Fences should be utilized to delineate private areas within the Unit and will not be allowed to delineate the property limits of the Unit.**

#### 6.5 Cut and Fill

The intent of this section is to have the Residence nestle into the natural landforms. The various landforms and slopes require different treatments of Cut and Fill conditions to create a Residence that nestles into the existing site and appears as an extension of the natural landforms. Wherever possible, significant Cut and Fill conditions should be contained within the retaining walls to avoid Cut and Fill slopes from being exposed. Cut and Fill conditions will also vary depending on whether the Residence and other Improvements are on a single level or terraced to fit with the topography. Cut and Fill conditions are evaluated based on conditions directly under the footprint of the Residence, as well as for the overall site Improvements, patios and driveways. Therefore, the following guidelines address the general Cut and Fill situations. Evaluation of a proposed Residence will be based on conformance with these Cut and Fill guidelines. The Reviewer may request that the proposed finished floor elevations be adjusted due to Cut and Fill conditions regardless of compliance with Section 7.3 (Building Heights). Cut and Fill conditions must meet the intent and goals of these Cut and Fill guidelines as well as their technical application. The Reviewer may allow exceptions, on a case by case basis, to the technical Cut and Fill guidelines when, in the opinion of the Reviewer, the objectives and intent of these Design Guidelines are still met.

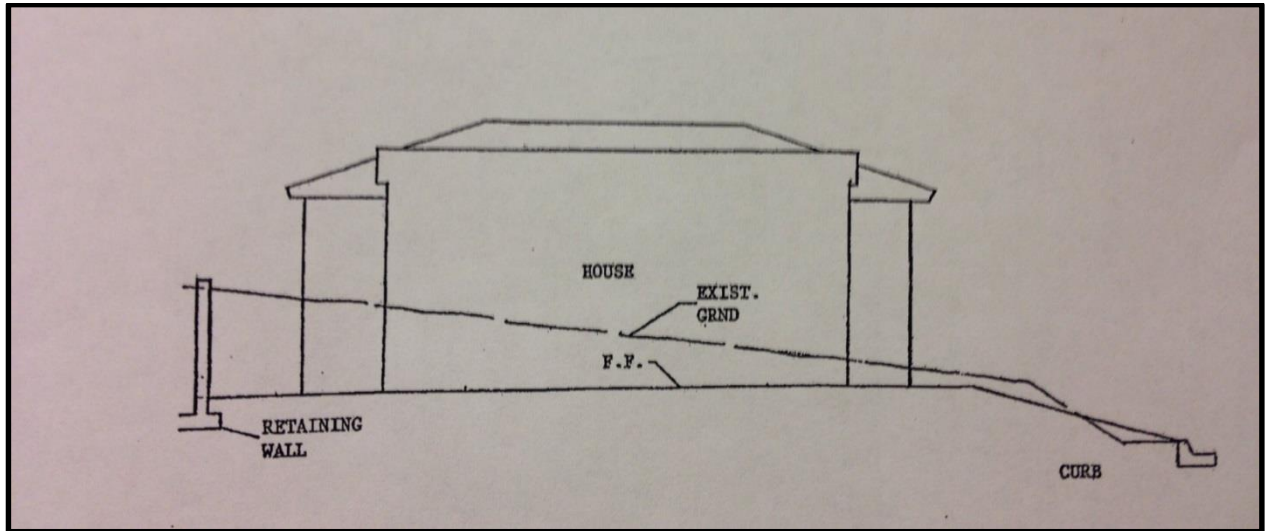
## 6.6 Sloping Site - Terraced Floor Levels

In cases where the Building Envelope slopes generally in one direction and the Residence and Improvements are on multiple floor levels that step down or up with the terrain, the Cut and Fill conditions shall generally be as follows:



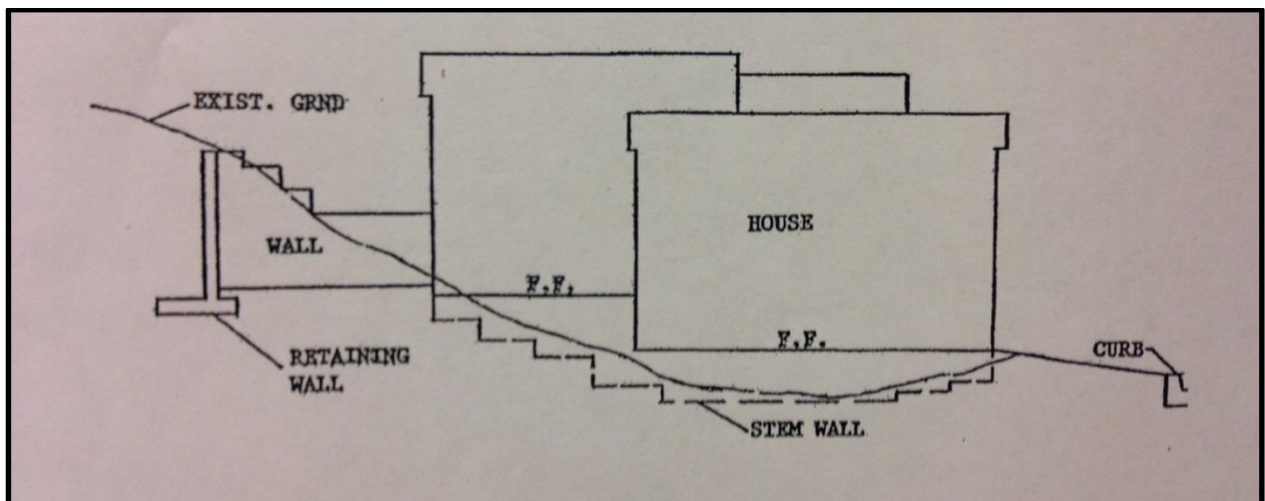
#### 6.7 Sloping Site – Single Floor Level

In cases where the Building Envelope slopes generally in one direction and the Residence and Improvements are primarily on a single floor level, the Cut and Fill conditions shall generally be as follows:



#### 6.8 Low Center – Terraced Floor Levels

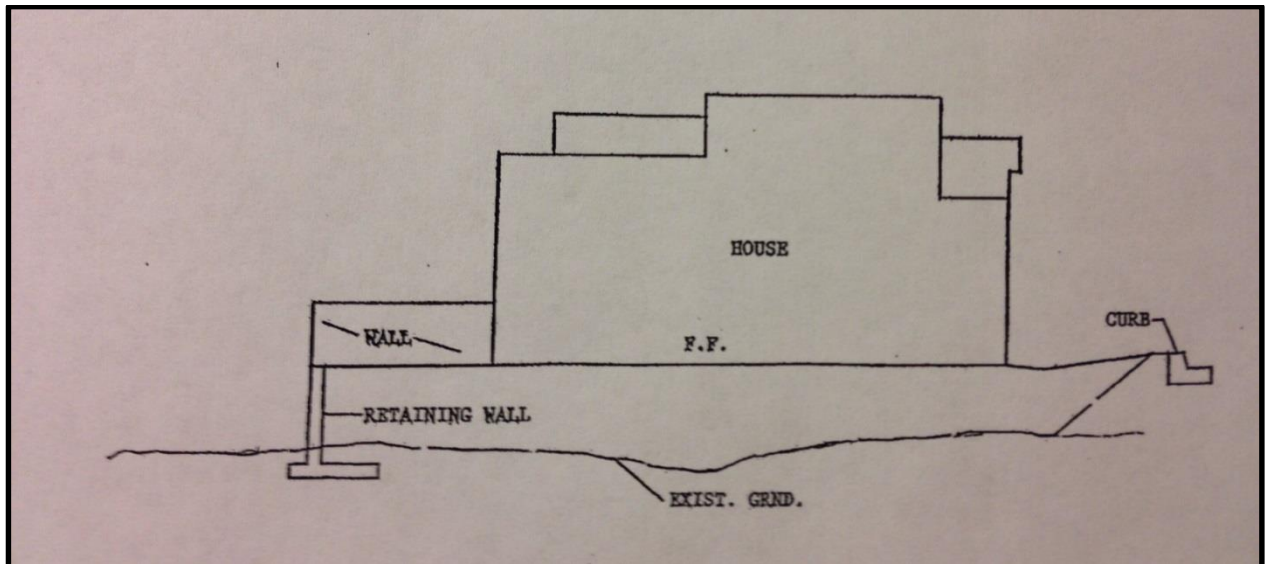
In cases where the Building Envelope is generally located in the low area of a Unit, in a low minor drainage or in other similar depressed areas, and the Residence and Improvements are on multiple floor levels that step with the terrain, the Cut and Fill conditions shall generally be as follows:



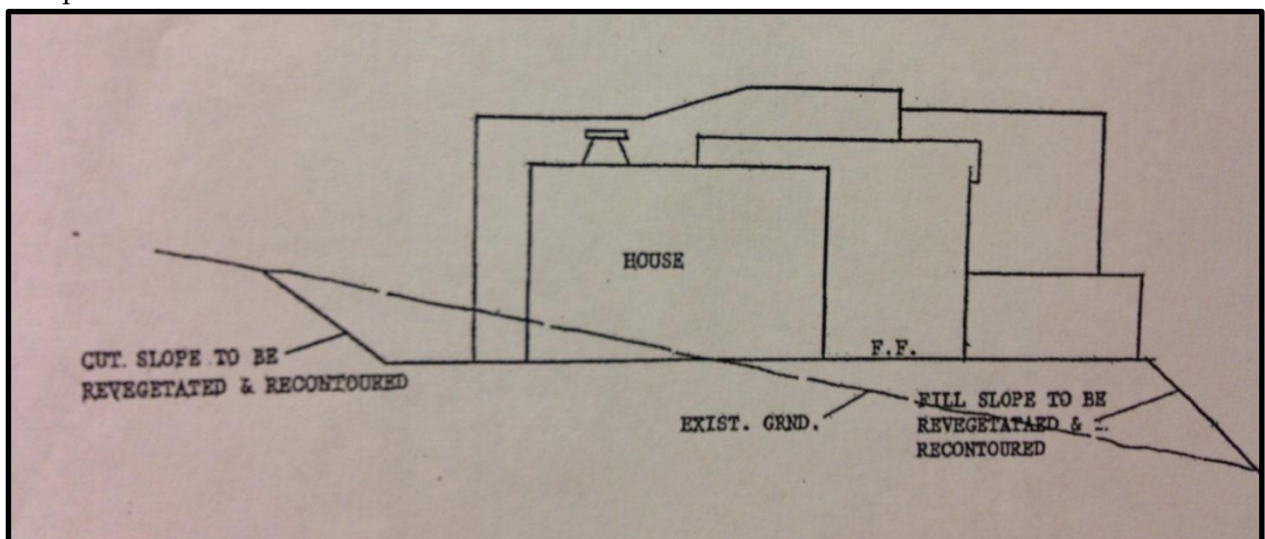


## 6.9 Low Center – Single Floor Level

In cases where the Building Envelope is generally located in the low area of a Unit, in a low minor drainage or in other similar depressed areas, and the Residence and Improvements are primarily on a single floor level, the Cut and Fill conditions shall generally be as follows:



6.10 Cut and Fill Slopes may not remain exposed following completion of construction (see sketch). "Flat pads" will not be allowed to extend beyond the perimeter of the Residence and/or site walls. Cut slopes may be re-graded and naturally contoured to match existing terrain if all grading is contained within the Building Envelope and if, in the opinion of the Founder or the Committee, whichever is applicable, the re-graded slope will have a natural appearance upon completion.



#### 6.11 Site Drainage

It is the responsibility of the Unit Owner to determine if a grading and drainage plan must be submitted and approved by the Town of Prescott Valley. Site drainage and grading must be done with minimum disruption to the Unit. Structures, roads, driveways and any other improvement should be designed to fit the existing contours of the site, minimizing excavation rather than altering the site to fit a non-responsive structure or Improvement. Surface drainage shall not flow to Adjacent Property or open spaces except as historically established by natural drainage patterns, or cause a condition that could lead to off-site soil erosion onto open spaces or Adjacent Property.

Designs should carefully evaluate the erosion potential and safety of the site drainage based upon the percentage and direction of slope, soil type, and vegetation cover. When a change in the natural drainage within a given Unit is absolutely necessary, avoid right angle diversions, and create positive drainage in a logical and natural manner. Minimize soil erosion in disturbed areas through the use of native rock and plant materials. Any changes in drainage shall require contour grading and mature landscape to return the drainage to a natural looking appearance.

Grading should not be done outside the Building Envelope unless such grading is proven to be the only means of providing necessary flood protection. Properly engineered piping and physical barriers are considered available means of flood protection.

If riprap or other rock-type erosion control is proposed for significant drainages, it should be naturally contoured. This method may provide the necessary engineered erosion control and creates a more natural looking drainage. In cases of riprap or other rock-type erosion control for minor surface drainage, the riprap should be hand-placed with flat faces placed to create a surface plane. Spaces or voids between rocks should be provided to accommodate small plants and shrubs.

#### 6.12 Washes and Drainage

Natural drainages occur frequently throughout StoneRidge and should not be obstructed. Structures and other Improvements should be sited to avoid these washes, although they can be sited near the edge of a wash or span them. There are numerous 404 Jurisdictional Waterways throughout the StoneRidge project. These Jurisdictional Waterways are reflected on the Individual Lot Plat Plans and cannot be disturbed. Unauthorized disturbance to 404 Jurisdictional Waterways could result in fines or penalties levied against the Unit Owner by the U.S. Army Corps of Engineers or other governing authorities.

Drainage ways with projected 100-year storm flows greater than fifty (50) cubic feet per second are areas of special consideration due to potential for water flows of a high volume and must remain unaltered and unobstructed. As with any wash, Improvements should avoid these drainage areas. Improvements considered to be absolutely necessary within a drainage should be designed and constructed to bridge these drainage ways; however, in such cases, if required by the Reviewer, a backwater flood analysis prepared by a civil engineer licensed in the State of Arizona and ensuring the safety and feasibility of the design and conformance of the plans with the 404 Jurisdictional Waterways protection and management requirements set forth by the U.S. Army Corps of Engineers for the StoneRidge project, must be submitted and will be subject to review by a licensed civil engineer retained by the Reviewer, at the Owner's cost.

Special consideration must be given to the management of storm water runoff from both on-site and off-site flows. **It is strongly recommended that a Civil Engineer licensed in the State of Arizona be retained to analyze the impact of both on-site and off-site storm water on the Unit.** The information provided by the Civil Engineer will be essential in the process of establishing finished floor elevations and providing the design of storm water management improvements to protect from on and off-site flooding. It will be the sole responsibility of the Unit Owner to obtain and provide an adequate design for storm water management. It is important that all aspects of storm water management be taken into consideration, including but not limited to, off-site flow, on-site flow, and increased flow due to upstream development of hard surface areas.

## 7. ARCHITECTURAL GUIDELINES FOR CUSTOM HOMES

The following architectural standards have been developed to achieve the environmental and aesthetic objectives of StoneRidge.

### 7.1 Design Character

The design character of StoneRidge is that of a traditional neighborhood development very similar to what may be found in other areas of Northern Arizona. Architectural styles such as Craftsman Bungalow, English Revival, Mountain Victorian, Colonial and True Spanish architecture will be required. Santa Fe and Territorial-type architecture will not be permitted. (See Appendix "C" for approved architectural styles.)

The design character should create a Residence that blends with the community vision and concept. The design character of a Residence should be considered from all sides (including roofs), not just the front or rear elevations, and all elevations should maintain the same visual integrity, cohesiveness, and design detail. All designs should be textured with the use of multiple exterior materials, natural elements, and complimenting colors to avoid monotone or "vanilla" homes. Creative use of shade and shadow can add visual dimension and texture to a design.

Long continuous lines and large uninterrupted wall surfaces shall be avoided, with the scale of the overall massing being compatible with that of the site.

Monochromatic color schemes will not be permitted, unless otherwise approved by the Reviewer. In addition, the color of fascia, roof materials, window frames, railings, etc. should be carefully selected to create a well-composed palette of colors and textures that appear as an integrated visual composition.

The intent of Section 7 is to create homes which have greater visual texture and depth, strong shade and shadow lines, natural appearance and blend with the existing environment and community context.

Special attention should be given to the following areas in the design of a Residence:

1. View orientation
2. Solar orientation
3. Natural vegetation
4. Natural drainage patterns
5. Location of neighbors or potential neighbors
6. Orientation to the play of golf
7. Sound transmission from outdoor spaces to the golf course
8. Topography of the Lot

## 7.2 Building Sizes

It is expected that Residences should contain at least 1,700 square feet of enclosed, conditioned living area. However, smaller Residences may be approved by the Reviewer if, in its opinion, the design would not result in a residence that would be out of character with the Residences in StoneRidge.

## 7.3 Building Heights

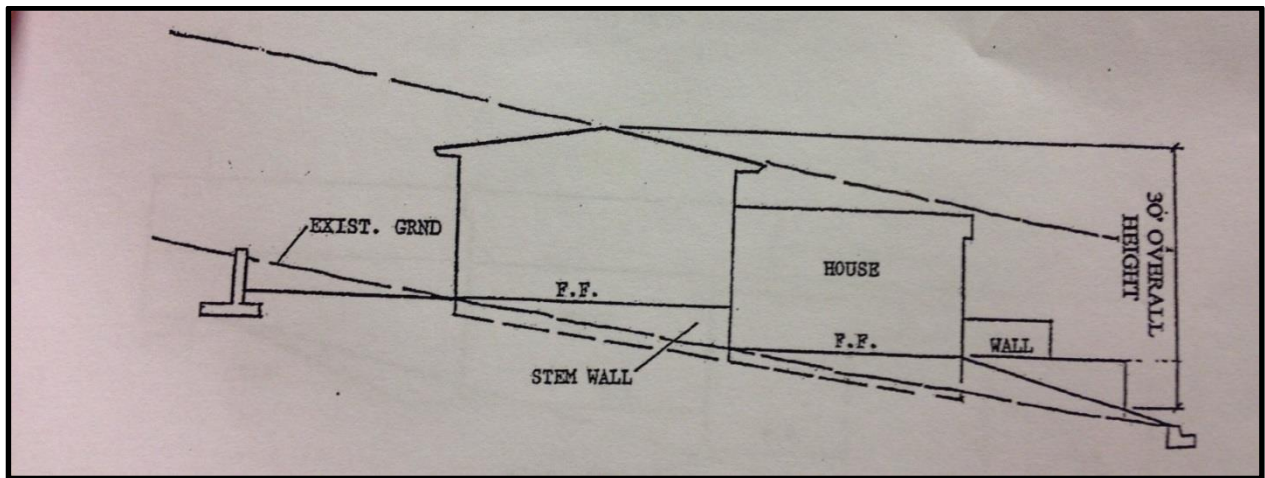
The terrain of StoneRidge is varied and unique. These Design Guidelines are intended to discourage and/or prevent any Residence or other structure which in the opinion of the Reviewer would appear excessive in height when viewed from a street, common area, or other Unit, and/or which would appear out of character with other Residences because of height. Consequently, even though a proposed Residence or other Improvement may comply with the maximum heights generally permitted under this Section 7, the Reviewer may nevertheless may disapprove a proposed Residence or other Improvement if, in the sole opinion of the Reviewer, it would appear excessive in height when viewed from a street, golf course, common space, or other Unit, and/or would appear out of character or impede views from other Residences or be undesirably

prominent because of its height. These considerations are particularly important for Residences to be constructed on Units higher than Adjacent Property or if the Residence, if built, would impede view corridors of Adjacent Property. In such cases, the Reviewer may refuse to allow any portion of the Residence or other Structure to exceed the standard maximum heights as hereunder provided.

#### 7.4 Height Guidelines and Restrictions

##### 7.4.1 Overall Building Height

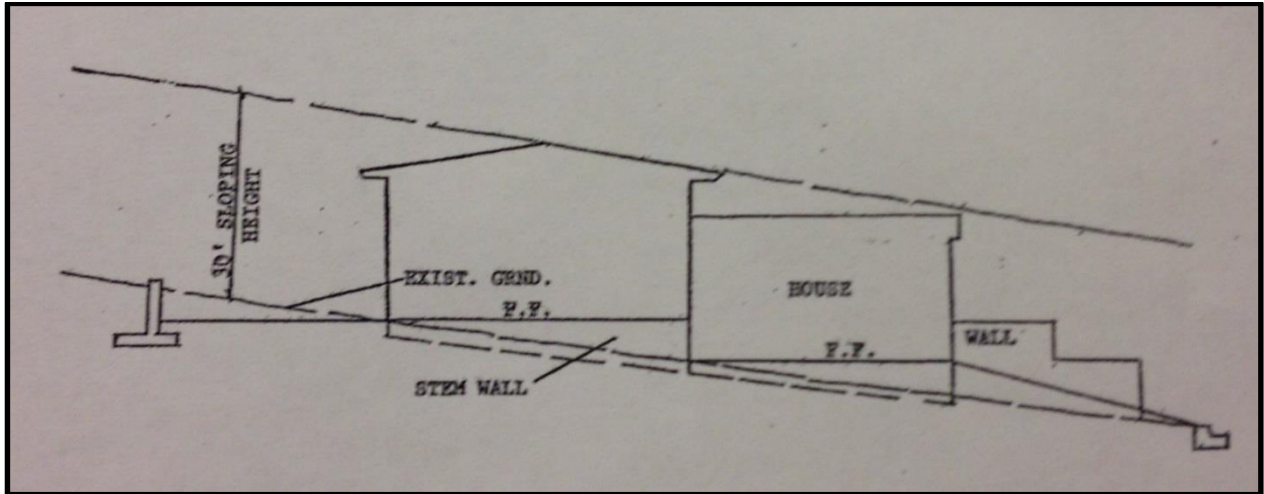
The overall height of a Residence or Improvement shall not exceed thirty feet (30') measured in vertical plane from the roof ridge to the natural grade at the lowest point adjacent to the building exterior inclusive of site-retaining walls, patio walls, and pool walls.



##### 7.4.2 Sloping Height

In addition to the other height requirements set forth in this Section 7, no portion of the Residence or other Improvements, except chimneys, may exceed a height of thirty feet (30') above the existing natural grade.

This height is measured vertically at any point of the Residence or Improvement to existing natural grade immediately below that point. Due to the unique and varied topography, the Reviewer may approve on a case by case basis and in its sole discretion, increases in the sloping height limitations.



#### 7.4.3 Maximum Overall Improvement Height

Notwithstanding the foregoing, the Reviewer may from time to time consider requests for adjustments to the maximum overall Improvement height elevations. The criteria for such variances will be based on overall site design, site topography, view corridors, impact to adjacent properties and overall architectural design of the Residence. All such variances will be made at the sole discretion of the Reviewer.

#### 7.4.4 Massing

Scale and proportion in StoneRidge can be deceiving. Small structures can at times appear large and dominating against the low vegetation and native landforms. Therefore, proper massing will reduce the scale of a large structure and create building texture that will help to blend the Residence with its environment.

#### 7.5 Roofs

Since roofscapes will form an important part of the visual environment, they must be carefully designed. Pitched roofs should be hipped or tied into building masses and may have a maximum slope of eight (8) to twelve (12). Dominant roof colors such as white and red or reflective roof surfaces are prohibited. The finishes of metal roofs must be matte. Roof mounted mechanical equipment and antennas are prohibited, unless otherwise approved by the Reviewer.

The Founder strongly recommends that sloping roofs be designed as sheltering and shading elements with broad overhangs and strong shadow lines. Thin edges or thin fascias should be avoided. Sloped roof materials should be textural with very dark or deep color tones.

## 7.6 Exterior Colors

The exterior colors of all Residences and Improvements must be approved by the Reviewer based on a three (3) square feet minimum sample color panel submitted for both principal and accent colors applied on the sun exposed elevation of the structure. A sample of one (1) square foot of roofing material and stone is to be laid adjacent to the proposed body and trim samples. Any color should be appropriate to the level and style of architecture and should not draw negative attention from the surrounding properties. Colors that complement the surrounding improvements and existing environment are required. Colors of high reflectivity and/or primary colors are not permitted. Main body, body trim and wall paint finish sheen to be flat or matte, and for all other surfaces, the paint finish sheen is to be no higher than semi-gloss.

Plans and specifications submitted to the Reviewer must include detail of the exterior color scheme, including all exterior surfaces.

## 7.7 Reflective Finishes

No highly reflective finishes, except glass, which may not be mirrored, and door hardware, shall be used on any exterior surfaces.

## 7.8 Materials – Exterior Surfaces

Exterior surfaces must generally be of materials that harmonize with the natural landscape and the StoneRidge Community vision and character. Cement, lap siding, stucco, natural or imitation stone and other natural building materials should be the predominant exterior surfaces. Natural wood siding is not permitted. It is required that a minimum of two (2) exterior building wall materials be utilized. This practice is encouraged as the combination of materials provides a textural context that breaks down visual massing.

## 7.9 Building Projections

All projections from a building, including but not limited to, chimney caps, vents, gutters, scuppers, downspouts, utility boxes, porches, railings, and exterior stairways shall match the color of the surface from which they project or be an appropriate accent color, unless otherwise approved by the Reviewer. All building projections must be contained within the Building Envelope.

## 7.10 Architectural Appointments

### 7.10.1 Walls

Side and rear wall lengths greater than thirty-eight feet (38') shall be broken up with a twenty-four inch (24") minimum offset and expressed in the roof line so as to express movement to the façade. Front wall lengths cannot exceed twenty-four feet (24'). Walls greater in height than twenty feet (20') shall be broken up by a twenty-four inch (24") minimum offset or other acceptable architectural appointment approved by the Reviewer.

### 7.10.2 Soffits

Soffits shall be closed in unless approved by the Reviewer.

### 7.10.3 Doors and Windows

Doors and windows shall be recessed a minimum of three inches (3") from the exterior wall surface so that said appointment does not appear to be flush with the wall plane. Divided light windows are encouraged to express the architectural theme of StoneRidge.

### 7.10.4 Garage Doors

Garage doors shall be recessed a minimum of eight inches (8"). Garage doors are encouraged to be wood grained or simulated carriage-style doors. Flush panel doors are not permitted.

### 7.10.5 Roofing

Roofing material at a minimum shall be a fifty (50) year architectural shingle, concrete roof tile, or mission tile subject to the Reviewer's approval.

### 7.10.6 Chimneys

Chimneys must be stone veneered with a powder coated metal shroud installed, concealing the spark arrestor. Stone is to match that which is installed on the residence.

### 7.10.7 Eaves

Overhangs shall be a minimum of twenty-four inches (24") measured perpendicular to the exterior wall surface.



#### 7.10.8 Exterior Wall Surfaces

Exterior wall surfaces can be 4" to 7" exposed lap siding consisting of hardy board, color lock or other material submitted and approved by the Reviewer. Smooth, sand finished stucco is permitted, provided a masonry product is used in conjunction as an accent.

A minimum percentage of the exterior wall surface must be stone, brick, native rock or select "cultured" rock when stucco is used as a dominant siding material.

A custom home in StoneRidge with exteriors finished with lap siding must have masonry project accents (i.e., stem walls, wainscoting, etc.). The placement of these accents shall require prior written approval by the Reviewer.

A 4" to 6" revealed "Cottage Lap" (12" total width) is allowed and needs to be identified on the plans and shall require the Reviewer's written approval.

All rock applications must wrap a minimum of 2' where the rock application meets any corner of the structure.

Foundation walls must be concealed to within 24" of finished grade by those materials mentioned above. Stem walls exposed up to 24" above finished grade must have a sand-finished stucco or a mortar wash and be painted to match the Residence per the Reviewer's approval. Any stem walls that exceed 24" above grade shall be covered with approved surface per the Reviewer.

The following exterior materials are specifically prohibited: slump block, standard concrete block, metal siding, vinyl, plastics, wood sheet siding, reflective surfaces, and other materials which do not reflect the design philosophy of StoneRidge.

#### 7.11 Antennae/Satellite Dishes

An antenna one (1) meter or less in diameter or diagonal measurement that 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 Unit if the antenna complies with the following restrictions:

- The antenna must be placed on the Unit 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 Unit 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.

#### 7.12 Skylights

Skylights can add natural light to interior spaces of a home, but they can also cause glaring reflections during the day and be a source of glare from interior light at night. Therefore, a maximum of four (4) skylights and/or a maximum of thirty-six (36) square feet of total area of skylights, whichever is more restrictive, may be permitted on any Residence. It is recommended that the skylights be placed in such a manner as to maximize the screening effect of the parapets from views from Adjacent Property, streets, and Common Areas. Skylights must either be tinted bronze or grey. White or clear skylights will not be permitted. Skylights should be the low profile type and should be located to minimize their visibility from other Units, particularly those located at a higher elevation, and they shall not cause any objectionable glare or reflections. Up-lighting or perimeter fluorescent lighting within skylight wells is not permitted. The Owner and/or Builder shall submit a cut sheet for skylights with the application for design review.

#### 7.13 Passive Solar Applications

Passive solar applications (water heating, etc.) and the orientation and design of the Residence for maximum winter sun gain will reduce the winter heating needs and are encouraged.

#### 7.14 Columns

Column proportions are critical in keeping with the goal of achieving visual strength in the architectural design. Tall, thin columns may tend to appear visually weak. Columns must have a minimum dimension of twelve inches (12") in diameter or width in both directions, and have a minimum slenderness ratio of one (1) to eight (8) (i.e., an eight foot tall column must be one foot wide and a twelve foot column must be eighteen inches wide.) The Reviewer may grant exceptions to this guideline if determined to be appropriate to the specific design.

#### 7.15 Garages

Every effort should be made to minimize the visual dominant impact of the garage and garage door(s). Careful siting and driveway orientation can ensure that the visibility of the garage is minimized from the street and Adjacent Property. In an effort to minimize garage impact, no more than three garage stalls will be permitted adjacent to each other. A garage stall is defined

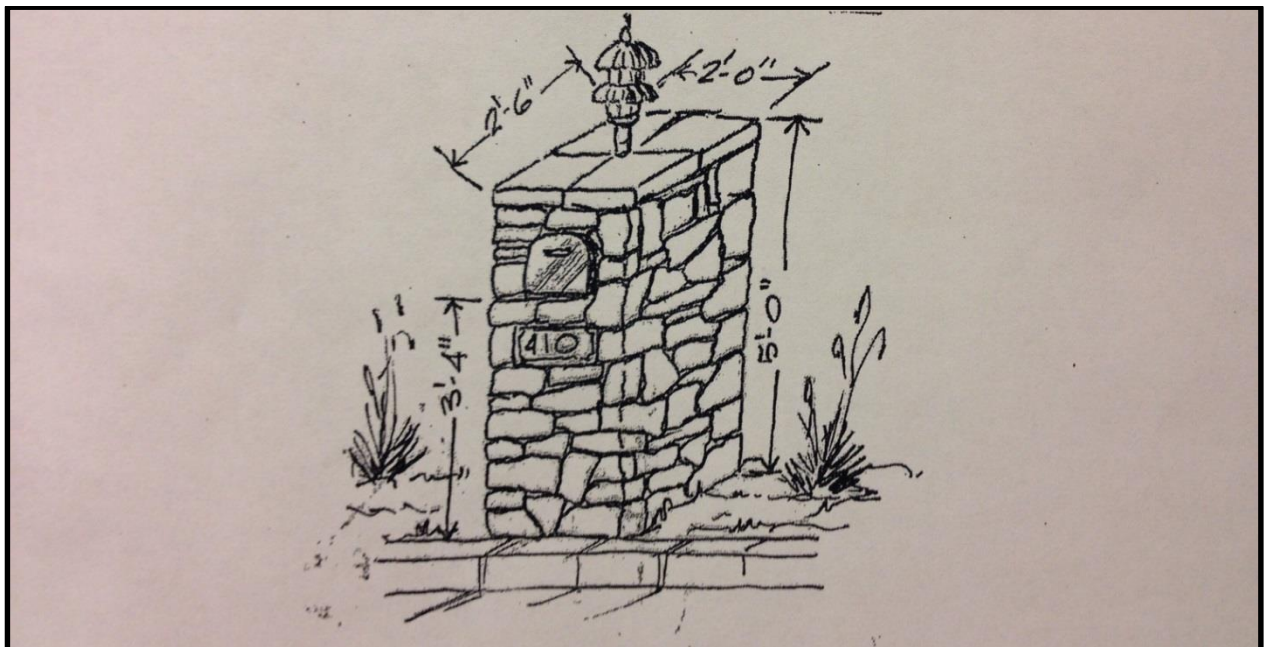
as a single parking bay (maximum ten feet (10') wide by eight feet (8') tall) type. If additional garage space is needed, it must be separated from the other garage location or turned ninety degrees (90°) to avoid a long uninterrupted row of garage stalls. The appearance of the garage door must blend with the Residence design. Flush panel doors are prohibited, as are covered carports.

#### 7.16 Driveways

Driveways may be interlocking pavers, colored and/or textured concrete or grey concrete as approved by the Reviewer. The use of asphalt, natural stone, or earth driveways is prohibited. Driveways may not be expanded without the prior approval of the Reviewer. Only one point of ingress/egress is permitted and shall not be greater in width than eighteen feet (18') from the property line to the street curb.

#### 7.17 Mailboxes

The mailbox cap shall be of stone. Caps cannot exceed four inches (4") in height. A light fixture at the top of the mailbox is optional and must be down light only (submit data sheet for review). Address numbers shall be of black or burnished bronze metal and be four inches (4") in height. Owner may submit an optional address plate or address number design for review and approval. Stone or stucco on mailbox shall be the same as on the Residence. Sided homes shall have mailboxes that are stone or stucco. Mailbox design must be submitted for review and approval as part of the site plan.



(Mailbox example)

## 8. OVERALL CONSTRUCTION REGULATIONS

The following construction regulations shall be enforced during the construction period. Owners are absolutely responsible for the conduct of contractors and construction contract document specifications for each Residence or other Improvement on a Unit, and all Builders, Owners and other persons shall be bound by these regulations. Responsibility for any damage or repair necessary as a result of construction activity will rest with the Owner. Any violation by a Builder shall be deemed a violation by the Owner of the Unit.

All work must conform to the approved final plans. The Builder and Owner shall cooperate with the Reviewer 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.

In this regard, Builder or Owner shall:

- Procure and provide the Reviewer with copies of all permits required by the local governing authority
- Prepare a construction operations plan (trailers, lay-down, etc.)
- Provide the Reviewer with a notice of Builder's intent to proceed with the construction
- Submit for each of the two (2) construction monitoring inspections which consist of framing, prior to siding or sheetrock installation, and exterior colors and materials. Said inspections are mandatory and will be completed within 72 hours from the date requested. Failure to comply with result in monetary fines and a job shutdown.

If the Reviewer determines at any time that work was not performed in compliance with the approved Final Submittal and the Design Guidelines, then the Reviewer shall notify the Owner in writing of such non-compliance and demand that the Owner remedy the same. However, failure of the Reviewer to notify the Owner in a timely manner shall not constitute acceptance of non-complying work, nor excuse the Owner from remedying non-compliance.

The Owner shall have thirty (30) days from the date of notification by the Reviewer to remedy such non-compliance within the time required. The Founder or the Association may take appropriate enforcement action or enter the Unit and correct the violation at the expense of the Unit Owner. Any such expense will be charged against the Compliance Deposit. The Reviewer will not issue a Letter of Completion until there is full compliance with the Design Guidelines, subject to any variance granted.

## 8.1 Stop Work Order

A Stop Work Order is a serious penalty that can be imposed on an Owner/contractor in response to blatant disregard of the Design Guidelines and Community Rules and/or the Community Charter. Whether it is a major violation or a series of on-going violations, any Owner, group of Owners or the Founder may file a complaint, subject to the Reviewer's review, that may result in an official Stop Work Order being issued. Any complaint filed against an Owner/Contractor must include evidence to substantiate a request for a Stop Work Order such as:

- Time/date stamped photos
- Documented correspondence
- Police reports
- Town Code enforcement complaints
- A completed Association Complaint form that has been investigated and verified by the Reviewer, the Association Community Manager, or the Association Compliance Coordinator, if any.

The Stop Work Order will remain in effect until the Owner, the contractor, the person or group that filed the valid complaint and the Reviewer meet and agree to a mutually acceptable solution that will bring the Owner's/Contractor's violation of the rule(s) into compliance.

## 8.2 Debris and Trash Removal

Owners and Builders shall clean up all trash and debris on the construction site at the end of each workday. Trash and debris should be removed from each construction site at least once each week to a dumping site located outside StoneRidge. Packaging and other construction materials shall be covered or weighted down to prevent wind from blowing such materials off the construction site. Owners and Builders are prohibited from dumping, burying or burning trash anywhere on the Unit or within StoneRidge, except in areas, if any, expressly designated by the Founder. During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore or adversely affecting other Units and Common Areas or the golf course. Any clean-up costs incurred by the Association in enforcing these requirements will be billed to the Owner. Dirt, mud or debris resulting from activity on each construction site shall be promptly removed from public or private roads, Common Areas and driveways or other portions of StoneRidge at the Owner or Builder's cost. Any construction-related debris found on the golf course will be removed by the golf course personnel and all costs associated with such removal shall be the sole responsibility of the Owner. The Reviewer may require Owners/Builders to post a bond against construction clean-up costs and may impose fines or other fees to enforce this provision.

### 8.3 Sanitary Facilities

Each Owner and Builder shall be responsible for providing adequate sanitary facilities for its construction workers. Portable toilets or similar temporary toilet facilities shall be located only on the site itself or in areas approved by the Founder.

### 8.4 Vehicle and Parking Areas

Construction crews will not park on, or otherwise use, other Units or any Common Area or Natural Areas for parking, loading or unloading. Private and construction vehicles and machinery shall be parked only in areas designated by the Founder. All vehicles will be parked so as not to inhibit traffic and within the designated areas so as not to damage the natural landscape. The Unit Owner shall be responsible for all costs, fees and fines associated with illegal parking or damage to Common Areas or Natural Areas or other areas of StoneRidge.

### 8.5 Conservation of Landscaping Materials

Owners and Builders are advised of the fact that the Units, Common Areas and Natural Areas contain valuable native plants and other natural landscaping materials, including topsoil, rock outcroppings, boulders and plant material that should be absolutely protected during construction. Materials that cannot be removed should be marked and protected by flagging, fencing or barriers. The Reviewer shall have the right to flag major terrain features or plants that are to be fenced off for protection. Any trees or branches removed during construction must be promptly cleaned up and removed from the construction site. All costs of fencing shall be borne by the Owner or Builder. Any area outside the Building Envelope on a Unit that is disturbed by construction or other activity shall be revegetated after completion of construction of the Residence or other Improvements.

### 8.6 Excavating Materials

Excavated material must be hauled away from StoneRidge, unless otherwise approved by the Reviewer.

### 8.7 Blasting

If any blasting is to occur, the Builder or Owner must be in compliance with all applicable government requirements and submit written approval from local government authorities. The Reviewer must be informed prior to any blasting to allow it to make such investigation as it deems appropriate to confirm that all appropriate measures, including protective actions, have been taken prior to the blasting. No blasting or impact digging causing seismic vibrations may be undertaken without the approval of the Reviewer. Neither the Founder, the Committee or the

Association shall be held liable for any damages caused by blasting conducted within StoneRidge, whether or not the Reviewer granted approval for such blasting.

#### 8.8 Restoration or Repair of Other Property Damaged

Damage and scarring to other property, including, but not limited to Common Area, other Units, Natural Areas, roads, driveways, golf course, golf course cart paths, and/or other Improvements will not be permitted. If any such damage occurs, it must be repaired and/or restored promptly at the expense of the person causing the damage or the Owner of the applicable Unit. Upon completion of construction, each Owner and Builder shall clean the construction site and repair all property which was damaged, including, but not limited to, restoring grades, planting shrubs and trees, and repair of streets, driveways, curbs, sidewalks, pathways, drains, culverts, ditches, signs, lighting and fencing as required by the Reviewer. It is recommended that prior to construction, the Owner, Builder or contractor make a site walk with a representative of the Reviewer to mark any damaged areas, i.e. curbs, asphalt, meter boxes, etc. The Reviewer may require Owners/Builders to post a bond against restoration or repair costs, and impose fines or other fees to enforce this provision.

#### 8.9 Miscellaneous and General Practices

All Owners will be absolutely responsible for the conduct and behavior of their agents, representatives, Builders, contractors, and subcontractors within StoneRidge. The Reviewer may require Owners/Builders to post a bond against construction clean-up costs, and the Association may impose fines or other fees to enforce this provision. The following activities are prohibited at all times during construction:

8.9.1 Allowing concrete suppliers and contractors to clean their equipment other than at locations designated for such purpose by the Reviewer.

8.9.2 Removing any rocks, plant materials, topsoil or similar items from any property of others within StoneRidge.

8.9.3 Using disposal methods other than those approved by the Reviewer.

8.9.4 Careless disposal of cigarettes and other flammable material is expressly prohibited. At least one ten-pound, ABC-rated dry chemical fire extinguisher shall be present and available in a conspicuous place on the construction site at all times.

8.9.5 Careless treatment or removal of any native plant materials not previously approved by the Reviewer.

8.9.6 Use or transit over the golf course area, Natural Areas, or Common Area other than roads.

8.9.7 The playing of radios or other audio and video equipment at a volume which disturbs the residents or golfers within StoneRidge or adjacent neighborhoods.

8.9.8 No pets will be permitted to roam at will throughout StoneRidge. In the event of any violation hereof, the Association shall have the right to contact the County or Town of Prescott Valley authorities to impound the pet(s), or to refuse to permit an offending Builder or subcontractor to continue to work on StoneRidge property, or to take such other actions as may be permitted by law, the Design Guidelines or the Community Charter.

#### 8.10 Construction Access

The only approved construction access during the time a Residence or other Improvements are being constructed will be over the approved driveway for the Unit unless the Reviewer approves an alternate access point.

#### 8.11 Dust and Noise

The Owner or Builder shall be responsible for controlling dusts and noise from the construction site.

#### 8.12 Daily Operation

Daily working hours for each construction site shall be from 7:00 a.m. to 7:00 p.m. or as otherwise dictated by the Town of Prescott Valley, whichever is more restrictive.

#### 8.13 Schedule of Fines

<u>Offense</u>	<u>1<sup>st</sup> Occurrence</u>	<u>Subseq. Violations</u>
Starting construction without DRC written permission.	\$500.00	N/A
Starting construction without pre-construction site survey and stringing the property.	\$500.00	N/A
Starting construction without paying construction compliance deposit.	\$750.00	Shutdown until fine & deposit are paid
Use of adjacent property for any reason without the adjacent property owner's written permission on file with the	\$500.00	\$1,000.00 2 <sup>nd</sup> \$1,500.00 3 <sup>rd</sup> \$2,500.00 subseq.



Reviewer.

Changes made to the home's exterior without submitting to the Reviewer for review and approval prior to making changes.	\$100.00	\$250.00
Lack of control and/or disposal of building material and/or trash on site or adjacent lot. This includes emptying of dumpster.	Warning 1 day to correct	\$100.00 2 <sup>nd</sup> \$200.00 3 <sup>rd</sup> \$500.00 subseq.
Storing materials on the sidewalk, street or in a right of way. Any improper parking.	Warning 1 day to Correct	\$100.00 2 <sup>nd</sup> \$200.00 3 <sup>rd</sup> \$500.00 subseq.
Clearing property without written permission from the Reviewer.	\$500.00	

## 9. LANDSCAPE DESIGN AND SITE IMPROVEMENTS

### 9.1 Landscape Character

StoneRidge is a traditional neighborhood golf community nestled at the base of the Bradshaw Mountains in Prescott Valley. The property enjoys the inherent views of deep green golf course fairways in many parts of the community. The natural beauty of the site and surrounding vistas defines the character of proposed landscape development. Native vegetation and massings found within its varied terrain is the basis of the landscape philosophy for all developed areas. To complement the indigenous specimens, a compatible list of supplemental plants is included to provide additional color, variety and availability.

The landscape intent is to preserve the regional character of the "Pinon-Cedar" belt while providing continuity with the undisturbed areas throughout the planned residential developments. Plant materials should be arranged in naturalistic compositions and massings to intensify the natural conifer character.

The ultimate intent is to naturalize and preserve the existing character while providing for long term, low maintenance considerations.

Transitional Area landscaping directly visible along the golf course frontages, Common Area, Adjacent Property, and streets are areas that should preserve the native character yet provide for individual interpretations that maintain continuity with the overall development.

## 9.2 Front Yard Landscape (Including Parkway)

Only plant material listed on the Approved Plant list (Appendix "B") may be planted in the Community.

A planting program has been established for each Residence as follows:

A minimum of 3 trees per 100 lineal feet of street frontage (excluding the parkway between the sidewalk and street.)

A minimum of 20 shrubs per 100 lineal feet of street frontage.

Minimum size specification will be determined by the type of tree. Typical caliper for each tree shall be 2.5" or greater in diameter and at least 8' – 10' minimum in height for evergreen trees and 10' – 12' minimum for deciduous trees.

**The planting, removal, and/or relocation of any trees must be approved by the Reviewer.**

Consideration should be given to water conservation and fire and brush control restrictions in all landscape designs.

The ground plane should maintain a slight mounded character with accent boulders that allows for necessary drainage. All ground cover shall be a minimum of 3/8" and be approved StoneRidge rock and subject to approval of the Reviewer (decomposed granite is not permitted for new installation or replacement landscaping.) All ground cover shall be placed upon weed fabric to minimize possible erosion and to assist in weed control. If a Unit has sufficient existing vegetation, Owners must transition from manicured plantings around the residence to irrigated natural vegetation, thus transforming to the existing vegetation. All existing vegetation must be maintained in a manicured state. Properties without natural vegetation shall be landscaped to the property line and existing curbs or sidewalks.

All newly grassed, landscaped, or re-vegetated areas within the Building Envelope or immediately surrounding a Residence shall be irrigated by the Owner. All landscape requiring

irrigation will have automatically controlled water efficient drip system designed to withstand freeze conditions. Drip irrigation is encouraged for all non-turf landscape.

Trees should be arranged in massings that enhance views, frame Residences, shade drives, and screen undesired views. Shrubs should be used to support the tree theme with simple massive outcroppings. Medium height shrubs should be used as a foundation along the front of structures with lower varieties along street frontages to maintain visibility. Grass (natural or artificial) shall be limited in front yard and transitional area landscape designs to a maximum of thirty percent (30%) of such areas.

### 9.3 Rear Yard Landscape

Landscaping of private rear yard entries and walled areas must be submitted to the Reviewer for approval prior to installation. Initial landscaping of private rear yard entries and walled areas must be completed within six (6) months after close of escrow or after the date of the Final Completion letter in order to avoid violation notices and/or monetary penalties. Rock alone does not constitute rear yard landscaping.

### 9.4 Plant Material

The Founder has determined that the Approved Plant List (Exhibit "B") of acceptable plant material to be inherently compatible with the natural vegetation existing in StoneRidge and encourages their use. Any species not contained therein may not be planted or installed within StoneRidge.

The Owner shall be responsible for replacement of any plant material that is dead or in the opinion of the Association is in an unhealthy or unsightly condition, or having lost natural shape, resulting from die-back, excessive pruning or inadequate or improper maintenance. Replacements must match the quality and species of the original plant material to receive approval as replacement materials.

The Owner shall be responsible for watering, fertilizing, pruning and maintenance of all plantings, and shall keep guy wires taut, raise tree balls which settle, and shall furnish and apply sprays as necessary to keep the plantings free of disease and insects. The Owner shall remove all stakes, guy wires, tree wrap paper, dead twigs and branches from tree and plant material when appropriate and keep planting areas free of weeds. Grassed areas must be mowed as necessary to maintain a neat, attractive appearance.

### 9.5 Hardscape

All hardscape site features, including fences, must be reviewed and approved by the Reviewer.

#### 9.6 Screening Structures and Trellises

Screening structures and Trellises may not exceed six feet (6') in height measured from finished grade along the exterior side of the enclosure. On a case by case basis, the Reviewer may, in its discretion, consider heights in excess of six feet (6') when justified by topographic conditions and the extra height causes no adverse visual impact. Material and height of screening structures must be compatible with existing building materials. Screening structures should be utilized to delineate private areas within the Unit and will not be allowed to delineate the property limits of the Unit or extend the existing fence.

#### 9.7 Gazebos, Patio Covers, Screening Structures & Trellises

Due to climactic and maintenance issues, Gazebos, Patio Covers and Pergolas shall be constructed of durable, non-wood materials and must match the body or trim color of the existing home.

#### 9.8 Ornamentation

The goal of any landscape Improvement is to promote a pleasing and harmonious neighborhood character. Individual expression is permissible so long as it does not detract from this goal and is subject to the approval of the Reviewer.

The utilization of non-living objects as ornaments in the landscape is generally discouraged,, particularly in front or side yards, visible from Adjacent Property, the golf course and roads. Such ornamentation includes driftwood, wagons, animal skulls, wagon wheels, fountains, sculpture, flamingos, deer, etc.

#### 9.9 Swimming Pools & Spas

Prior to the construction of a swimming pool, the Owner shall contact the Association Manager to coordinate the point of construction access to assure damage to Common Areas, Adjacent Property, Natural Areas and washes is avoided. In most cases, Owners will be advised to enter through the side yard from the front of the Residence.

Pools may not be back-washed into the washes, Common Areas, Adjacent Property, golf course, drainage ways or streets. All backwash water should be retained on the Owner's Unit. If necessary, a hole should be dug and filled with rocks to provide for the needed capacity. In the event that a hole is made in a wall to backwash into prohibited areas, the Association may repair the wall at the Owner's expense after notice as required by the Community Charter.

Each Owner shall be responsible for compliance with County and Town of Prescott Valley pool enclosure codes. Pool equipment shall be screened from view from Adjacent Property. Pool enclosures must be submitted for review and approval by the Reviewer.

All spas must be approved by the Reviewer prior to installation and are to be located within rear yards only. Spas must be screened from view by vegetation or approved Trellis material to prohibit visibility from Adjacent Property, Common Areas, golf course or streets. Draining spas into neighboring lots or Common Areas is prohibited.

#### 9.10 Flagpoles

Flagpole standards shall be of >188 gauge aluminum, fifteen feet (15') maximum above finished grade (not on a berm) and of satin or bronze finish. The maximum flag size is 3' x 5'. Illumination, if desired, shall only be above mounted on the pole and downward directed on the flag. Wattage cannot exceed 50 watts, 120v with a maximum of two (2) fixtures. Internal halyards shall be utilized. Finials shall be simple in design and non-glaring (no ornaments or moving part permitted), subject to the approval of the Design Review Committee. Bracket-mounted flag standards are permitted. Location and placement of either pole or bracket shall be submitted for review and approval of the Reviewer. No roof-mounted poles will be permitted. Three flags maximum are allowed per Unit on one (1) pole. The Federal Flag Code shall be observed in whole, Public Law 947-344.

#### 9.11 Sports Courts

Sports courts, including tennis courts, are subject to approval by the Reviewer. Batting cages and affixed golf practice nets are prohibited.

#### 9.12 Window Treatment

Application of non-reflective window film for the purpose of reducing solar heat gain, ultra-violet light and glare within a Residence is permitted. Reflective window film or treatments is not permitted. Temporary window coverings such as sheets, blankets, foil, paper or other materials are not permitted. Professional temporary window coverings available through window covering, blind or shutter suppliers used while awaiting delivery of permanent window coverings or draperies are permitted. Window sun shades must be submitted for review and approval by the Reviewer.

#### 9.13 Lighting

Site lighting shall be carefully designed to accent building and landscape features. The use of low voltage lighting with concealed sources is encouraged for this purpose. The use of colored bulbs or lenses is prohibited. Security-type lighting shall be architecturally integrated and concealed to the greatest extent possible. All lighting must be shielded and directed downward so as not to impose a negative visual impact on Adjacent Property. Sports court lighting is not permitted.

In any situation where exterior lighting of any type is desired, the Owner shall submit lighting plans to the Reviewer for approval. Lighting plans shall include specifications (type, number, material, color, lumens and voltage and wattage requirements) in addition to location and construction and construction details.

All exterior lighting must comply with Yavapai County Dark Sky Ordinance.