

# Lyon’s Gate Community Association

## Association Rules and Design Guidelines

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# INTRODUCTION: PURPOSE, ORGANIZATION AND FINANCE

## Defined Terms

Unless otherwise defined herein, capitalized words and phrases used in these Rules and Guidelines shall have the meanings set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Lyon's Gate dated September 20, 2005 and recorded in the Official Records of the Maricopa County Recorder on September 20, 2005 as Document No. 2005-1385047 (the CC7Rs")

## Association

The Association is an Arizona nonprofit corporation. It was established on September 17, 2004 to own the Common Area and other Association property, to provide for the management, maintenance and care of Areas of Association Responsibility, and to perform all duties and exercise all rights imposed on or granted to the Association by the Project Documents.

## Project Documents

The duties and powers of the Association are defined in the following documents, as the same may be amended, modified or supplemented from time to time (the "**Project Documents**"):

- The Articles of Incorporation of Lyon's Gate Community Association ("**Articles**")
- The Bylaws of Lyon's Gate Community Association ("**Bylaws**")
- The CC&R's, as amended and supplemented from time to time ("**CC&Rs**")
- The Declaration of Covenants Regarding Water Effluent Delivery System recorded on July 14, 2005 as Document No. 2005-0973900 ("**Effluent System Declaration**")
- These Association Rules and Design Guidelines ("**Rules and Guidelines**")

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

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

## Management

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

## Finance

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

The following rules apply to the payment of Assessments for the Project:

1<sup>st</sup> day of each month (the “Assessment Due Date”):

The monthly Assessment for a Lot is due and payable to the Association on this date. Unless an Owner directs the Association otherwise, payments made to the Association for Assessments shall be applied first to current Assessments, then to any unpaid Assessment Lien amounts, and then to any unpaid Penalty Charges.

15<sup>th</sup> day after each Assessment Due Date: If the Association has not **received** an Assessment payment for a Lot by this date, the Assessment is deemed delinquent and shall bear interest at 12% per annum or the prevailing FHA/VA interest rate for new home loans (whichever is greater). In addition, the Board may impose a late payment charge not to exceed the greater of \$15.00 or 10% of the amount of the unpaid Assessment or installment thereof.

60 days after each Assessment Due Date: If the Association has not **received** an Assessment payment for a Lot within 60 days after the Assessment Due Date, the Board may authorize the Property Manager to record a lien against the Lot and file a lawsuit against the Owner of the said Lot in the appropriate Court to collect the past-due Assessment. The amount to be collected under the lawsuit will include interest on the past-due Assessment and amounts expended by the Association to record the lien and file the lawsuit (the “**Collection Costs**”)

**From and after the date that a lawsuit for a past-due Assessment is filed against an Owner, any payment received from the Owner in full or partial satisfaction of the Assessment amount then due and owing must also include the Collection Costs and be paid in the form of cash, a cashier’s check, certified check or money order. The lien against the Owner’s Lot will not be released until the Owner of the Lot pays the entire Assessment amount and the Collection costs.**

When judgment is obtained: The matter will be referred to an attorney or a collection agency for collection. Any additional fees incurred during these collection efforts will be added to the Collection Costs due from the Owner of the Lot (see Section 6.10.6 of the CC&Rs)

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

### Suspension of Voting Rights

If an Owner fails to pay any Assessment or other amounts due to the Association under the Project Documents within 15 days after such payment is due, or if an Owner violates any provisions of the Project Documents, and if such violation is not cured within 15 days after the Association notifies the Owner of the violation, the Board of Directors shall have the right to suspend such Owner's right to vote until such time as all Assessments or other amounts, together with any Collection Costs (including attorneys' fees, if any), are fully paid or such violations of the Project Documents are corrected.

### Suspension of Right to Use Common Area

Under Section 4.1.1.8 of the CC&Rs, if an Owner is more than 15 days delinquent in the payment of any Assessment or other amounts due to the Association under the Project Documents, the Association has the right to suspend the Owner's right to use the Common Area (other than the right of an Owner and such Owner's family, tenants and guests to cross over a portion of the Common Area used as access to the Owner's Lot and to use any streets which are part of the Common Area for ingress or egress to the Owner's Lot). Any suspension of an Owner's right to use the Common Area shall also extend to the Lessees and Residents of the Owner's Lot and their guests and invitees.

### Association Budget

The fiscal year of the Association is the calendar year. The amount of the Annual Assessment will be determined each year by the Board, and all Owners will be notified at least 30 days prior to the beginning of each Assessment Period. Each Owner should read Article 6 of the CC&Rs for further details regarding the assessment process.

## ASSOCIATION RULES

Section 5.3 of the CC&Rs provides that:

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

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

#### Residential Use

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

#### Leasing of Residential Units

An entire Residential Unit may be leased to a Lessee from time to time by an Owner. The lease between an Owner and a Lessee shall contain a provision that the Lessee has received and agrees to be bound by the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by the Project Documents. Any lease agreement shall be for a period of not less than (30) days. The name and contact information for any adult tenants occupying a Residential Unit, the time period of the lease (including start and end dates) and a description and license plate numbers for the tenants' vehicles shall be provided to the Association. A Lessee and the members of the Lessee's family residing with such Lessee shall have the right to use the Common Area during the term of the lease, and the Owner of such Lot shall have no right to use the Common Area (except the right to cross over any portion of the Common Area used as access to the Lot and to use any streets which may be part of the Common Area for ingress and egress to the Owner's Lot) until the termination or expiration of such lease.

#### Code of Conduct

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

#### Assumption of Risk; Release of Liability

Each Owner, Lessee and Resident, for itself and its family, guests, invitees and licensees, hereby understands, acknowledges and agrees that use of the Common Area facilities by any Person is at such Person's own risk, and each Person hereby accepts and assumes any and all health and other risks as may now or hereafter be or become associated with such use.

#### Restriction on Gates

No Owner shall install a gate on any portion of a Lot in order to obtain direct access from such Lot to a Common Area. No alteration may be made to an existing pedestrian or RV gate on any lot and no new gates may be installed without Architectural Committee approval.

#### HVAC Equipment

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

## Garage Doors

Garage doors should remain closed except when an Owner is performing activities in the garage which do not violate the provisions of the CC&Rs and for access to and from the garage. Occasionally allowing a garage door to remain open a maximum of one (1) foot from the driveway surface for the purpose of ventilation shall not be deemed to be a violation of this rule.

## Vehicles and Parking

Vehicles of Owners, Lessees and Residents and their family, visitors, guests and invitees shall be parked inside garages or on driveways and other designated parking areas. **On-street parking shall only be permitted in areas designated by the Association when a unit owner's garage and driveway are full of vehicles or in the event of an emergency. The public street has been designated as the overflow parking area.**

**\*Parking in side yards or other unpaved portions of a Lot is prohibited.**

Each Owner, Lessee and Resident should read:

- Section 3.16 of the CC&Rs for further restrictions relating to the parking and storage of Recreational Vehicles.
- Section 3.16.5 of the CC&R's defines temporary parking of Recreational Vehicles on driveways (or, for alley Lots or private drive lots, in an area designated in the Association Rules) for the purposes of loading and unloading, but only for short periods of time. The duration of time permitted is up to forty-eight (48) hours for the sole purposes outlined in section 3.16.5. Requests for additional time for loading and unloading may be considered by the Association upon written request from a resident submitted to the Association's management company.
- Sections 10.1 through 10.3 of the CC&Rs for further restrictions regarding Private Drives
- Sections 10.4 through 10.6 of the CC&Rs for further restrictions regarding Alleys.

## Trash and Recycling Containers; Collection

Covered trash or recyclable material containers provided by the Town of Gilbert or as otherwise directed by the Association may be placed in designated locations for pickup no earlier than **12:00 p.m.** on the day before a scheduled pickup is to occur and may remain at such designated locations until no later than **10:00 p.m.** on the day of the scheduled pickup. At all other times the containers must be stored in a location which is not **Visible From Neighboring Property**. Additional restrictions apply to Private Drive Lots and Alley Lots as set forth below and in Section 10.3 and Section 10.6, respectively, of the CC&Rs.

## Specific Rules- Trash Collection (Private Drive Lots)

Until further notice by the Association, the designated location for trash collection for Private Drive Lots is the public street at the entrance to the Private Drive serving the Lots. Owners of Private Drive Lots are responsible for placing their trash or recyclable material containers along the public street on trash days.



### Specific Rules- Trash Collection (Alley Lots)

Until further notice by the Association, the designated location for trash collection for Alley Lots is the specific side of the Alley serving the Lots as designated by the Board from time to time. Owners of Alley Lots are responsible for placing their trash or recyclable material containers on the designated side of the Alley on trash days.

### Maintenance of Lots

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

### Holiday Lighting

Temporary holiday decorations are permitted from Thanksgiving through January 15. Other temporary holiday decorations are permitted so long as they are installed and removed within a reasonable amount of time.

### Notices and Advertisements

Only notices, advertisements or posters related to lost or found animals, garage or yard sales, or Association-approved activities or events may be placed on or distributed in Association facilities and/or the Common Area. Such notices, advertisements or posters must be removed within a reasonable amount of time, and in any event no later than five (5) days upon receipt of a letter from management to remove them.

**\*No notices of any kind shall be placed on community mailboxes, light poles or traffic posts.**

### Alcoholic Beverages

No alcoholic beverages may be brought to and/or consumed in or on any Association facilities or the Common Area except in connection with an Association-sponsored or approved event.

### No Smoking Policy

Smoking is not permitted in any indoor Association facility or any other location in the Project where smoking would be prohibited under any applicable provision of AZ State or Town of Gilbert Municipal Code.

### Pets

Except for assistive animals, no pets are allowed inside the clubhouse or pool area. **Dogs must be kept on a leash at all times while on Association property.** All Owners, Lessees and Residents must clean up after their pets.

### Seasonal and Decorative Flags

Seasonal and decorative flags which are house mounted below the roofline do not require approval. Seasonal flags must be removed within ten (10) days after the date of the holiday. Flags must be maintained in good condition at all times. Flags determined by the Board to be offensive to neighbors or the Association must be removed.

## Swimming Pools

The purpose of the Lyon's Gate Community Association Pool Rules is to uphold a family-friendly environment for a diverse community. It is imperative that Residents and their guests abide by the Pool Rules to promote a safe and enjoyable experience for all. Failure to abide by these Pool Rules may result in suspension of pool privileges in accordance with the Declaration.

The following Pool Rules apply to all community pool facilities within the Project:

- **NO LIFE GUARDS ARE ON DUTY. INDIVIDUALS USING THE POOLS DO SO AT THEIR OWN RISK. IT IS RECOMMENDED THAT NO PERSON SWIM ALONE. ALL USERS MUST OBSERVE ALL SAFETY REGULATIONS.**
- **POOL GATES MUST BE LOCKED AT ALL TIMES.** Each Owner, Lessee and Resident is responsible for shutting and latching a gate upon entering or leaving a pool area. Climbing on pool fences is prohibited. Doors to pool bathroom facilities shall not be propped open.
- Each Owner will receive one (1) pool key. It is the Owner's responsibility to provide the key to any Lessee or other Resident occupying the Owner's Residential Unit and to transfer the key to a new Owner upon sale of the Residential Unit. Replacement keys will be issued by the Association upon payment of a replacement fee.
- Pool hours are 8:00 a.m. to 10:00 p.m. daily. Use of the pools is restricted to Owners, Lessees, Residents, their immediate families and occasional guests. **There is a limit of four (4) guests per residence at any given time. Larger groups require prior written approval from the Board of Directors or its managing agent.**
- No person under the age of fourteen (14) IS allowed in the pool area unless accompanied by a person eighteen (18) years of age or older.
- All pool users are expected to conduct themselves in a mature, responsible manner when in the pool area. Abusive language, fighting, unsafe or disruptive behavior will not be tolerated at any time.
- Per applicable health codes, incontinent individuals must wear tight-fitting rubber or plastic pants or a swim diaper at all times in the pool.
- Per applicable health code, all swimmers should shower and use the toilet prior to entering a pool.
- All loose jewelry, hair, accessories or other items that could damage the filter system should be removed before swimming.
- Only waterproof sunscreen and greaseless lotions are allowed in any pool area. Towels must be used on the pool furniture to protect from residue.
- Appropriate swim attire is required. No cutoffs, street clothes or underwear will be

allowed in any pool.

- Persons with infectious skin diseases, open sores, or eye, nasal or ear discharges are not permitted to swim in any pool. In addition, persons who are sick or ill are asked to refrain from visiting the pool area until after they have recovered from their illness.
- Alcoholic beverages and intoxicated persons are not allowed in the pool areas.
- Non-alcoholic beverages may be consumed in the pool areas so long as they are in non-breakable containers.
- Food and drinks are not permitted within four feet (4') of the pool, spa and/or within the required walkway of the pool and spa areas per applicable health codes. This also includes, but is not limited to, gum, candy and chewing tobacco.
- Food preparation or food service equipment for preparation is allowed within the pool enclosure in appropriate locations (such as the barbecue area); however, all other section of these Pool Rules governing food and beverage must be followed at all times.
- The only animals permitted in the pool area are service animals, such as guide dogs, mobility assistance dogs or other individually trained animals that provides assistance to an individual with a disability.
- No running, pushing, rowdiness or other unacceptable behavior is allowed in any pool area.
- Diving into a pool is prohibited.
- Roughhousing, general horseplay, tossing/shouldering other swimmers and any excessive form of play that could endanger those present is prohibited.
- Inner tubes and floatation devices of any kind are prohibited in the pools, with the following exceptions: inflatable arm devices for small children, noodles, swim boards, floatation belts and life jackets for small children or individuals unable to swim, and any floatation device necessary to accommodate an individual with a disability.
- No motorcycles, bikes, motor scooters, mini-bikes, mopeds, gopeds, roller-skates, roller-blades, inline skates, skateboards or equipment of a smaller nature are permitted in the pool or pool area.
- Pool furniture shall not be removed from the pool areas, stacked or placed inside the pools.
- Battery operated portable audio or visual equipment shall be permitted in the pool area only if the sound is maintained at a level that does not disturb others present (earphones are recommended).
- No smoking is allowed in the pool area.

- No weapons of any kind are allowed in the pool area.
- Each person using the pool facilities shall be responsible for placing all trash in the containers provided and leaving the pool area neat and clean.
- All persons must vacate the pool facilities and seek shelter in case of inclement weather or in the event of a threat of an electrical storm.
- The Association may schedule the pool facilities for Association-sponsored events and will post notices if the pool facilities are not available for general use by Owners, Lessees or Residents.
- Pool facilities may be closed periodically without notice for maintenance, or on account of inclement weather or health/safety concerns.

# ARCHITECTURAL CONTROL AND DESIGN GUIDELINES

Section 5.10 of the CC&Rs provides that:

**5.10 Architectural Committee:** *The Association shall have an Architectural Committee to perform the functions of the Architectural Committee set forth in this Declaration. The Architectural Committee shall consist of such number of regular members and alternate members as may be provided for in the Bylaws. So long as the Declarant is a Member of the Association, the Declarant shall have the sole right to appoint and remove the members of the Architectural Committee. At such a time as the Declarant no longer is a Member of the Association, the members of the Architectural Committee shall be appointed by the Board. The Declarant may at any time voluntarily surrender its right to appoint and remove the members of the Architectural Committee, and in that event the Declarant may require, for so long as the Declarant is a Member of the Association, that specified actions of the Architectural Committee, as described in a Recorded instrument executed by the Declarant, be approved by the Declarant before they become effective. The Architectural Committee may adopt, amend, and repeal architectural guidelines, standards and procedures to be used in rendering its decisions. Such guidelines, standards and procedures may include, without limitation, provisions regarding: (i) the size of the Residential Units; (ii) architectural design, with particular regard to the harmony of the design with the surrounding structures and topography; (iii) placement of Residential Units and other buildings; (iv) Driveway alignments for Residential Units; (v) landscaping design, content and conformance with the character of the Property and permitted and prohibited plants; (vi) requirements concerning exterior color schemes, exterior finishes and materials; (vii) signage; and (viii) perimeter and screen wall design and appearance. The decision of the Architectural Committee shall be final on all matters submitted to it pursuant to this Declaration. The Design Guidelines may contain general provisions which are applicable to all of the Neighborhood Assessment Areas within the Project as well as provisions which vary from one Neighborhood Assessment Area to another depending upon the location, unique characteristics and intended use thereof. The Architectural Committee may establish one or more subcommittees consisting of one or more members of the Architectural Committee and may delegate to such subcommittee or subcommittees the authority and power of the Architectural Committee to approve or disapprove the construction, installation or alteration of Improvements within a specified Neighborhood Assessment Area, or the Architectural Committee may delegate such authority to the property manager approved and hired by the Board.*

The following are the initial Architectural Control and Design Guidelines for the Project that has been established by the Architectural Committee pursuant to Section 5.10 of the CC&Rs.

## General

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

The following are some examples of activities to be conducted on any Lot of a Residential Unit that shall require the prior written approval of the Architectural Committee:

- Excavation or grading work, unless such work is performed in the normal course of landscaping and does not alter or impair the direction or flow of water in accordance with the drainage places for the Project or otherwise violate Section 3.19 of the CC&Rs.
- Construction of any Improvement which would be Visible From Neighboring Property (including, without limitation, landscaping in rear yards which may grow to be Visible From Neighboring Property) or construction of a private swimming pool.
- **Any addition, alteration, repair or change to the condition on the recording date of the CC&Rs which in any way alters a swimming pool, a wall or fence, the exterior appearance (including, without limitation, the exterior color scheme) of any part of a Lot, or any Improvements located thereon which are or may become Visible From Neighboring Property.**
- Any change, deletion or addition to plans and specifications which were previously approved by the Architectural Committee.
- Temporary construction buildings or trailers to be installed or kept on a Lot and which shall be removed immediately after the completion of construction (and in no event maintained or kept on any Lot for a period in excess of twelve months)
- Storage areas for building materials or construction equipment on a Lot (and any required screening of the storage area).
- Any antenna, aerial, satellite television dish or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation which exceeds one meter in diameter or diagonal measurement or a mast which exceeds 12 feet in height above the roof line of a Residential Unit.
- Lines, wires, or other devices for the communication or transmission of electric current power, including telephone, television, and radio signals which are contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures.
- Flagpoles
- Skylights, solar tubes and solar energy devices.
- Signs (except as permitted in the CC&Rs or these Design Guidelines)
- Detached ramadas, pergolas and gazebos
- Permanent outdoor fireplaces, barbecues, fountains and fire pits.
- Play equipment (including play sets, swing sets and basketball hoops) that would be Visible From Neighboring Property.

- Renovations to rear-yard landscaping that would be Visible From Neighboring Property or major renovations to Front Yard Landscaping (as defined herein), including water features, stepping stones, lawn ornaments, lattices and trellises.
- Driveway coatings, walkways, security doors, screen doors, and other entry treatments.
- Exterior window coverings, including roll-shade screen devices, security shutters, and sunscreens.

#### Application, Design Review and Approval Process

An Owner shall submit a written request for approval to the Architectural Committee, substantially in the form of **Exhibit A** attached hereto. It shall specify in detail the nature and extent of the addition, alteration, repair, change or other work the Owner desires to perform, including, without limitation, the distance of such work from neighboring properties, if applicable, any additional information, plans and specifications which the Architectural Committee may request, and any review fee imposed by the Architectural Committee pursuant to Section 3.1.6 of the CC&Rs (collectively, the “**Application**”)

If the Architectural Committee does not respond to an Owner within thirty (30) days after receiving a fully completed Application, approval from the Architectural Committee will not be required and the Owner may proceed with the work contemplated in the Application (CC&Rs 3.1.2).

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

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

The approval of an Application by the Architectural Committee shall not be deemed a warranty or representation by the Architectural Committee as to the quality of such construction, installation, addition, alteration, repair, change or other work or that such construction, installation, addition, alteration, repair, change or other work conforms to any applicable building codes or other federal, state or local law, statute, ordinance, rule or regulation. Individual lot owners are solely responsible for researching applicable building codes and ensuring that construction on their property is in compliance.

The Architectural Committee may condition its approval of an Application upon the agreement of the Owner to furnish to the Association with a bond or other security, in a form and amount

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

If the Application pertains to an Improvement which is within an Area of Association Responsibility so that the Association will be responsible for the maintenance, repair and replacement of such Improvement, the Architectural Committee may condition its approval of the Application upon the agreement by the Owner to reimburse the Association for any and all future costs pertaining to the repair, maintenance or replacement of such Improvement.

The Architectural Committee may, at its option and in extenuating circumstances, grant variances from the restriction set forth pursuant to section 3.30 of the CC&Rs. **The decision of the Architectural Committee shall be final on all matters submitted to it pursuant to the Declaration (CC&Rs section 5.10).**

#### Specific Design Guidelines – Exterior Paint

The Association has an approved paint color palette (“Approved Palette”) in place, which consists of approved paint color combinations for painting of the exterior of the residence. Owners who wish to paint the exterior of their residence must submit for architectural approval *even if* the paint color combination they wish to use is on the Approved Palette.

If an Owner wishes to paint the exterior of their residence in a paint color combination that is *not* on the Approved Palette (whether by mixing and matching colors from approved combinations, or by including one or more paint colors that are *not* on the Approved Palette at all), the Architectural Committee will review the submission and make a determination whether to approve or disapprove, in conformance with the aesthetics of the community.

If an Owner wishes to *re*-paint their residence in the same color combination that is existing but the paint colors are no longer available, the Owner must submit for architectural approval, and must include color swatches along with photographs of the residence. Owners are encouraged to use the color tool provided by Dunn Edwards, Sherwin Williams, etc. to help match the colors as closely as possible to those existing.”

#### Specific Design Guidelines - Landscaping

“**Front Yard Landscaping**” means landscaping Improvements (together with any sprinkler system or drip irrigation system sufficient to adequately water the trees, plants or other landscaping Improvements) on that part of any Lot which is between the street adjacent to the Lot and the exterior walls of the Residential Unit situated on the Lot, except for any side or back yard of the Lot which is completely enclosed by a wall or fence.

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



**Owners of Alley Lots shall be responsible for maintaining, repairing and replacing all Front Yard Landscaping and Alley Landscaping (including any sprinkler or drip irrigation system) on Alley Lots. Owners of Conventional Lots shall be responsible for maintaining, repairing and replacing all Front Yard Landscaping (including any sprinkler or drip irrigation system) on Conventional Lots.**

All Front Yard Landscaping and other landscaping Improvements shall comply with all architectural guidelines, standards and procedures adopted by the Architectural Committee.

The area between the curb of the street and the sidewalk on certain Lots (the “**Street Theme Area**”) is subject to additional requirements and the restrictions relating to the street theme for those Lots established by the Association (the “**Street Theme**”). The Street Theme specifies the requirements for the type, size, amount and spacing of trees to be placed and maintained within a Street Theme Area. The Owner of each Lot affected by the Street Theme shall supply irrigation water for any trees in the Street Theme Area of the Lot. If the affected Lot is a corner lot, the Owner shall comply with the requirements for the Street Theme Areas on the Lot for both streets. Developer shall install trees in the Street Theme Areas appurtenant to Alley Lots, and the Owners of such Alley Lots will be responsible for maintaining and replacing the trees as required by the Street Theme. **Owners of all Conventional Lots and Private Drive Lots are responsible for installing trees in the Street Theme Area of their Lots and maintaining and replacing the trees as required by the Street Theme.**

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

### **Coverage Requirements**

All areas Visible From Neighboring Property should be covered by plant material or inert groundcover (decorative rock). No bare earth surfaces shall be visible. When decorative rock is used, it must be an earth tone color. Any alteration to the decorative rock must be submitted to the Architectural Committee for approval. The Owner must submit an illustration/diagram indicating the measurements of the areas to be covered in turf, vegetation and decorative rock. The Committee reserves the right to subsequently request a statement from the Owner or their contractor confirming that the installation is in line with the approved application.

**\*There must be a minimum of one (1) plant per fifty (50) square feet of area. (Example: Yard is 10 ft. x 10 ft. = 100 sq. ft. = 2 plants).**

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

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

**Landscape Lighting.**

All decorative landscape lighting shall require prior approval of the Architectural Committee.

**Maintenance and Replacement of Landscaping**

Owners shall maintain all of their landscaping in areas Visible From Neighboring Property in a neat and tidy condition, and any diseased or dead landscaping shall be promptly removed and replaced. In the event that a tree, plant or bush needs to be replaced, the Owner shall submit for architectural approval *even if* the Owner plans to replace the tree, plant or bush with a like item.

Each submittal shall include the following: (1) photos and/or diagrams of *existing* plants/trees/bushes (with notations of the species, if such information is available); (2) photos and/or diagrams of *proposed* plants/trees/bushes, including location, size and species of same.

**Specific Design Guidelines - Pools and Spas**

Except for hot tubs or whirlpool spas, above-ground pools are not permitted. Plans and specifications for a pool or spa, as prepared by the pool or spa contractor, must include any proposed fencing.

**The Town of Gilbert has specific rules governing swimming pool fence enclosures, and an Owner should submit a proposal for a swimming pool fence only after being assured by the Town that the proposed fence will not violate these rules.**

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

To the greatest extent possible, hot tubs and spas shall be located in such a manner that they will be unobtrusive and not visible from adjacent Lots and Common Areas (including streets).

Backwash water from pools and spas must be contained wholly on an Owner's Lot and may not be permitted to seep or flow onto an adjacent Lot or Common Area (including a street, Alley or Private Drive).

**Specific Design Guidelines - Antennas and Satellite Dishes**

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

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

If the antenna cannot be placed on the Lot in such a manner as to not be Visible from Neighboring Property without impairing the user's ability to receive signals from a provider of DBS, MMDS or

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

If the antenna is mounted on a residence or other structure and is Visible From Neighboring Property, the antenna must be painted a color that will blend into the background against which the antenna is mounted, unless the painting of the antenna would impair the user's ability to receive signals from a provider of DBS, MMDS or TVBS.

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

Within ten (10) days after an antenna is installed, erected or placed on a Lot, Owners must provide written notice of such installation to the Architectural Committee. The notice to the Architectural Committee must contain information regarding the location of the antenna on the Lot and the manner in which the antenna has been installed in order to be in compliance with the restrictions set forth in this section.

#### Specific Design Guidelines - Driveways (Coatings and Extensions)

Each Owner installing a driveway coating acknowledges that the application of such coating may void any warranty for concrete given by the homebuilder. No driveway coating shall be installed without prior Architectural Committee approval.

Driveway extensions must adhere to the following provisions unless otherwise approved by the Architectural Committee:

- Materials must match that of the existing concrete or paver driveway or be deemed complimentary by the Architectural Committee.
- Driveway extensions must terminate within a minimum 18" from the adjacent lot to allow for proper back yard-to-street drainage.
- Driveway extensions must curve or angle back at forty-five (45) degrees to intersect at the original driveway and sidewalk.
- Shrubs or groundcover plants may be required by the Architectural Committee to soften the flow of hard-scape materials between lots.

**\*No driveway extension shall be installed on any lot without the prior written approval of the Architectural Committee.**

Any request submitted by the Owner of a Private Drive Lot to the Architectural Committee for approval of a change to the Private Drive serving said Lot shall, if such change would affect other

Private Drive Lots using said Private Drive, be agreed to in writing by the Owners of such affected Private Drive Lots sharing the Private Drive.

#### Specific Design Guidelines - Basketball Goals

Basketball goals must adhere to the following provisions *unless otherwise specifically approved* by the Architectural Committee:

- Permanent basketball goals shall be mounted in the side yard, facing the front yard and over-hanging the center portion of the driveway slab.
- Portable basketball goals shall be placed in the side yard or on the driveway slab, facing the front yard and over-hanging the center portion of the driveway slab, or in any other location that is *not* deemed to be intrusive or negatively impact the appearance from neighboring property or the street.
- When not in use, portable basketball goals must be stored so as to *not* be visible From neighboring property or the street (i.e. they must be entirely concealed from view when stored).
- All basketball posts must be in the following colors: standard black or earth-toned colors.
- All basketball backboards must be in the color originally fabricated by the manufacturer. Any changes to color due to refinishing must be approved by the Architectural Committee.
- All basketball equipment must be maintained in a neat, clean and like-new condition at all times.

#### Specific Design Guidelines - Play Structures

Play structures may be erected **in the rear yards only** subject to prior review and approval by the Committee, subject to the following guidelines:

- Structures must be set back a minimum of **7** feet from any perimeter wall.
- Maximum height allowed to top support bar or highest point of structure, is **10** feet.
- Maximum height of any deck or platform is to be **4** feet above ground.
- Any shade canopy **must** be neutral or “earth tone” color and maintained in like-new condition.
- Submit brochure or picture if possible.

#### Specific Design Guidelines - Storage Sheds

Storage sheds require prior written approval of the Committee and are subject to the following guidelines:

- Storage sheds are subject to any fence setbacks of **5** feet.
- Sheds may not be visible above the top of any perimeter wall, unless approved by the board.
- Quality materials and construction shall be required.
- Sheds visible above the top of any perimeter wall must be in harmony with the exterior of the residence including siding, color, and roofing materials.

### Specific Design Guidelines - Ramadas and Gazebos

Ramadas and gazebos may be erected in rear yards only subject to prior review and approval by Committee, subject to the following guidelines:

- Maximum square footage (under roof area) is **120** square foot.
- Maximum roof height is **12** feet at the highest point.
- The structure must be set back a minimum of **7** feet from any perimeter wall.
- The structure must be painted a natural cedar or match the house color and be maintained in good condition.
- Any roof tile must also match the tile on the house.
- Lighting of the structure must be approved by the Committee prior to installation.

### Specific Design Guidelines - Flags / Flagpoles

1. Arizona Revised Statutes, Section 33-1808, establishes the right of the member of a planned community association to display certain flags on the member's property.
  - The flag must be displayed in a manner consistent with the Federal Flag Code (4 US Code Sections 4 – 10).
  - This same statute requires an HOA to adopt reasonable rules and regulations regarding the placement and manner of display of the American flag.
2. The following flags are allowed to be displayed:
  - U.S. Army; U.S. Navy; U.S. Air Force; U.S. Marine Corps; U.S. Coast Guard; POW/MIA; State of Arizona; Arizona Indian Nation; and the Gadsden.
3. A maximum of two flags can be displayed at the same time (see A.R.S. 33-1808)
4. United States Flag Code (36 U.S.C. 173-178) must be followed. U.S. Flag Code guidelines include:
  - Removing the flag during inclement weather;
  - The flag must never be allowed to touch the ground;
  - The flag must be in good repair, without tatters or fading;
  - The flag may only be displayed from sunrise to sunset unless appropriate lighting is installed that properly illuminates the flag without disturbing the quiet use and enjoyment of the neighboring properties.
5. Homeowners are encouraged to display the American flag by attaching a flagpole bracket to the exterior of the home. No approval is necessary for bracket use.
6. Flagpoles may be installed on individual lots, at homeowner expense, within the front or rear yard with the following restrictions:
  - Poles may not exceed the height of the rooftop of the home located on the same lot or 20' whichever is greater.
  - Poles must be silver (telescoping flagpoles are preferred) or painted to match the house paint scheme.
  - The installation and location of a flagpole must be approved prior to the installation.
  - To minimize noise issues caused by blowing wind, the rope (chain) must be made of a material which will not make any noise when slapping against the flagpole.
7. Seasonal and Decorative Flags
  - Seasonal and decorative flags which are house mounted below the roofline do not require approval.
  - Seasonal flags must be removed within ten days after the date of the holiday.

- Flags must be maintained in good condition at all times. Torn, ripped, faded, etc. constitute grounds for fines and removal.
- Flags may not be offensive to neighbors or Association.

#### Specific Design Guidelines - Lighting

Security lighting attached to the exterior of a Residential Unit or other structure shall be limited to lighting that is triggered by motion on the Lot (but not by motion on neighboring properties) and reasonably illuminates the area of the Lot immediately surrounding the Residential Unit.

Any security light intended to operate after 10:00 p.m. must be operated by a motion detector. The motion detector shall be programmed to shut off the light(s) no longer than 5 minutes after motion is detected and the light has been illuminated.

Lighting mounted on the front or side of a Residential Unit on a Private Drive Lot or on the front of a Residential Unit or an Alley Lot or a Conventional Lot shall be in decorative fixtures that diffuse light and shall not contain colored bulbs or bulbs with wattage greater than 60 watts.

Exterior ground mounted lights used for driveways or walkways shall be low voltage or indirect and not have colored bulbs nor bulbs with wattage greater than 20 watts. Low-pressure sodium bulbs are prohibited.

Exterior lighting, security lighting or security cameras deemed excessive or out of compliance with the subtle, earth-toned, low wattage community standard will require Architectural Committee approval.

#### Specific Design Guidelines - Window Coverings

No window which would be Visible From Neighboring Property shall at any time be covered with aluminum foil, bed sheets, newspapers or any other like materials. **No reflective materials shall be installed or used on any Improvement without the prior written consent of the Architectural Committee.**

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

Window awnings are prohibited.

#### Specific Design Guidelines - Signs

“For Sale,” “For Rent,” security system and political campaign signs shall be not more than five (5) square feet. “For Sale” and “For Rent” signs must be removed from the Lot when the property is taken off the market or within seven (7) days after the close of Escrow. Holders that advertise the features of a Residential Unit may be used with the “For Sale” and “For Rent” signs, but shall not exceed the dimensions of approximately fourteen (14) inches wide by four (4) inches high. Plastic tubes are encouraged. Political campaign signs may be placed on an Owner’s Lot from seventy-one (71) days prior to an election and must be removed: (i) within fifteen (15) days after the day of the general election; or (ii) for a sign for a candidate in a primary election who does not advance to the general election, within fifteen (15) days after the primary election. Except for “open house” signs, signs in Common Areas are prohibited.

### **Timeframe for Approval.**

The Architectural Committee's timeframe to review and issue a decision on an application does not start until a *complete* application (including all supporting documentation, plans and specifications requested by the Committee) is submitted. After submission of a *complete* application, the Architectural Committee will issue an approval or denial letter within thirty (30) days. If an Owner does *not* receive a letter from the Committee within this timeframe, the Owner must contact the Association to confirm that the application was received prior to beginning any work.

### **Timeframe of Completion of Work.**

Unless otherwise set forth by the Architectural Committee *in writing* with regards to a specific project, all work approved by the Architectural Committee shall be completed within six (6) months of issuance of approval by the Committee. If, after the completion of this six (6) month period the approved work is not completed, the approval shall expire, and the Owner shall be required to re-submit before proceeding with the work. In the event that there are extenuating circumstances contributing to the delay, the Owner shall provide documentation reflecting the same for the Committee's consideration

## ARCHITECTURAL VIOLATIONS

Imposition of Fines; Other Corrective Action

**Violations of Section 3.1 of the CC&Rs - Architectural Control; Violations of the Architectural Control and Design Guidelines.**

The Board may levy a fine of \$100.00 - \$500.00 against an Owner for the failure by such Owner, or by a Lessee or Resident of such Owner's Residential Unit, to obtain written approval from the Architectural Committee prior to taking any action requiring approval of the Architectural Committee after the Board levies the fine, but the request will not be considered by the Architectural Committee until the earlier of (i) payment of the fine by the Owner, Lessee or Resident or (ii) determination by the Board that the fine should not be assessed.

The failure by an Owner, Lessee or Resident to remove or satisfactorily correct an Improvement that the Architectural Committee has disapproved may result in the Association taking legal action to correct the violation. The Association may seek to recover all attorneys' fees, costs and expenses incurred in taking such action pursuant to Section 9.1 of the CC&Rs.

## CC&R, BYLAWS & ASSOCIATION RULES ENFORCEMENT

Monetary Penalties - Due Process

Pursuant to Section 33-1803 of the Arizona Revised Statutes, the Board of Directors shall have the power to impose monetary penalties upon the owners of Lots for violations of the Declaration of Covenants, Conditions and Restrictions, Bylaws and Rules of the Association. This power shall apply to violations by the owner(s) and the owner(s) shall also be liable for any violation committed by a family member, guest, tenant or other occupant of the Lot of the owner(s). The amount of the

monetary penalties shall be determined based on the nature of the offense, the attitude of the offending owner(s) and the number of violations and the amount so established by the Board of Directors shall range from \$10.00 to a maximum of \$500.00 per day. The owner(s) in question shall be given an opportunity to be heard by the Board prior to the assessing of any monetary penalties, and written notice of said hearing shall be given at least 10 days in advance of the hearing by regular mail or by hand delivery at the last-known address of the owner(s). Once it has been determined that the owner(s) is guilty of a continuing violation, the Board may impose reasonable daily monetary penalties for each subsequent day of the violation and such continuing penalties shall continue to accrue until the owner(s) notifies the Board that the violation has ceased and the Board has confirmed that, this, in fact, is the case. Said owner(s) shall be liable for all violations committed by the family members, guests, tenants or any other occupant of the owner(s).

**\*The Association may take legal action against any owner whose lot conditions are deemed to require such action. The Association may also enact the Self Help provision of the CC&Rs following proper notice in order to clean up neglected lots. Should such action be required, the cost will be assessed to the non-compliant owner's account.**

#### Notice of Violation

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

#### Imposition of Fines

No fines for the violation of any provision of the Project Documents will be assessed against an Owner until the Board has provided written notice of the violation to the Owner and given the Owner an opportunity to request a hearing on the violation. Article 5 of the Bylaws and Section 9.1 and Section 9.9 of the CC&Rs set forth the notice and hearing procedures for fines. Any fine imposed after an Owner has waived the right to be heard, or any fine affirmed by the Board after hearing, shall be paid in accordance with Article 5 of the Bylaws. The provisions of this paragraph do not apply to the late fee assessed for nonpayment of Assessments as set forth in Section 6.10 of the CC&Rs.

#### Recurring Violations

If the same violation recurs within sixty (60) days from the date of a past violation or the date the past violation was observed, it will be considered a continuation of that violation, meaning that the enforcement process will pick up where it left off, rather than start over, with regards to that violation.

#### Suspension of Voting Rights

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



### Suspension of Right to Use Common Area

Section 4.1.1.8 of the CC&Rs provides that the Association has the right to suspend an Owner's right to use the Common Area (other than the right of an Owner and such Owner's family, tenants and guests to cross over a portion of the Common Area used as access to the Lot and to use any streets which are part of the Common Area for ingress or egress to the Owner's Lot) if such Owner is more than 15 days delinquent in the payment of Assessments or other amounts due to the Association or if the Owner has violated any other provisions of the Project Documents and has failed to cure such violation within fifteen (15) days after the Association notifies the Owner of the violation. Any suspension of an Owner's right to use the Common Area shall also extend to the Lessees and Residents of the Owner's Lot and their guests and invitees.

### Assessment Lien

Pursuant to Section 6.10.2 of the CC&Rs, the Association has a lien on each Lot for any amounts due to the Association. In addition to levying fines as penalties for infractions, the Association also may exercise any other remedy available pursuant to Section 6.10 of the CC&Rs or pursuant to Arizona law.

## COMPLAINTS CONCERNING VIOLATIONS

Alleged violations of the CC&Rs may be reported by an Owner, Lessee or Resident in writing to the Community Manager:

**Lyons Gate Community Association**

ATTN: Marlen Rasmussen

7255 E. Hampton Ave. Ste. 101

Mesa, AZ 85209

Office: (480) 539-1396

FAX: (480) 889-5087

\*Please note that if the community manager is unable to verify a reported violation through a community inspection (those which take place M-F during business hours), the reporting party will need to agree to the release of his/her name and basic reporting information (including the date, time and nature of the alleged violation).

## EXHIBIT A

### REQUEST FOR ARCHITECTURAL COMMITTEE APPROVAL

Architectural Request Forms

Architectural Request Forms can be found at the HOA website at: <https://livelyongate.com/>

## Exhibit B: \*updated 2024

\*\*\*Update plant list 2024- Using AMWUA- Arizona Municipal; Water Users Association, with efforts to conserve and think forward for tomorrow.

### PERMITTED PLANT MATERIALS

<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>
TREES	
Acacia farnesiana	Sweet Acacia
Acacia greggii	Catclaw Acacia
Acacia millefolia	Santa Rita Acacia
Acacia rigidula	Blackbrush Acacia
Acacia willardiana	Palo Blanco
Arecastrum romanzoffianum	Queen Palm
Bauhinia variegata	Purple Orchid
Bauhinia lunaroides	White Orchid
Cercidium floridum	Blue Palo Verde
Cercidium microphyllum	Littleleaf Palo Verde, Foothills Palo
Verde Cercidium praecox	Palo Brea, Sonoran Palo Verde
Chamaerops humills	Mediterranean Fan
Palm Fraxinus oxycarpa 'Raywood'	Raywood Ash
Fraxinus velutina	Fan Tex Ash
Jacaranda mimosifolia	Jacaranda
Olea europaea 'Wilsonii'	Wilsonii Fruitless
Olive Olneya tesota	Ironwood( Desert)
Parkinsonia aculeate	Mexican Palo Verde
Phoenix dactylifera	Date Palm
Phoenix roebelenii	Pigmy Date Palm
Pinus eldarica	Mondel Pine
Pistacia species	Chinese Pistache
Pistacia Chinesis	Red Push

Prosopis chilensis	Chilean Mesquite
Prosopis glandulosa var.	Honey Mesquite, Texas
Mesquite glandulosa	
Prosopis pubescens	Srewbean Mesquite, Tornillo
Prosopis velutina	Velvet Mesquite
Prunus cerasifera	Purple-leaf
Plum 'Atropupurea'	
Quercus virginiana	Southern Live Oak
Ulums parvifolia	Athena Evergreen Elm
Vitex agnes castus	Chaste Tree
Washingtonia filifera	California Fan Palm

### **SMALL TREES OR LARGE SHRUBS**

Acacia constricta	Whitehorn Acacia, Mescat Acacia
Acacia greggii	Catclaw Acacia
Camaerops humilis	Mediterranean Fan Palm
Chilopsis linearis	Desert Willow
Phoenix roebellini	Pigmy Date Palm
Sophora secundiflora	Texas Mountain Laurel
Vuaquelinia californica	Arizona Rosewood

### **SHRUBS**

Aloysia Gratissima	Bee Bush
Anisacanthus quadrifidus	Mexican Flam
Honeysuckle Asparagus densiflorus	Foxtail Fern
'Meyers'	
Atriplex humanalytra	Desert Holly
Atriplex lentiformis	Quail Bush
Baccharis sarothroides	Desert Broom
Berberis trifoliolate	Barberry

Bougainvillea brasiliensis	Bougainvillea
Bougainvillea brasiliensis	Barbara Karst
Bougainvillea Bougainvillea 'LaJolla'	Brush Bougainvillea
Caesalpinia pulcherrima	Red Bird of Paradise
Calliandra californica	Red Fairy Duster
Calliandra eriophylla	Pink Fairy Duster
Cassia artemisioides	Cassia
Cordia parvifolia	Little Leaf
Cordia Dalea frutescens Sierra Negra	Black Dalea
Dalea visicolor	Weeping Dalea
Encelia farinosa	Brittlebush
Encalia frutescens	Green Brittlebush
Fraxinus greggi	Little Leaf Ash
Hibiscus rosa sinensis	Chinese
Hibiscus Juniperus sabina 'Buffalo'	Buffalo Juniper
Justica californica	Chuparosa
Larrea tridentata	Creosote Bush
Leucophyllum candidum	Violet Silverleaf
Leucophyllum candidum	Thunder Cloud
Sage 'Thunder Cloud'	
Leucophyllum frutescens	Texas Ranger, Texas Sage,
Cenzio Leucophyllum frutescens	Green Cloud
'Green Cloud'	
Leucophyllum frutescens	Compact Texas
Sage var. compactum	
Leucophyllum laevigatum	Chihuahuan-sage
Leucophyllum minus	Big Bend
Silverleaf Leucophyllum zygophyllum	Blue Ranger
Maytemes phyllanthoides	Mangle Dulce
Myrtus communis 'Boetica'	Twisted Myrtle
Myrtus communis	True Myrtle
Nerium oleander 'Petite	Petite Pink
Oleander	
Plumbago zeylanica	White Plumbago

Ruellia brittoniana	Blue
Ruellia Ruellia brittoniana Katie	Katie
Ruellia Ruellia peninsularis	Baja
Ruellia	
Salvia greggii	Autumn Sage
Senna bauhinioides	Bauhin Senna, Two-leaved
Senna (syn., Cassia bauhinioides)	
Senna biflora	Two-flowered
Senna (syn., Cassia biflora)	
Senna covesii	Desert
Senna (syn., Cassia covessii)	
Senna lindheimeriana	Lindheimer
Senna (syn., Cassia lindheimeriana)	
Senna purpusii	Senna
purpusii (syn., Cassia purpusii)	
Senna wislizenii	Shrubby
Senna (syn., Cassia wislizenii)	
Simmondsia chinensis	Jojoba
Stegnosperma halimifolium	Tinta
Strelitzia reginae ‘Mandella’s Paradise Gold’	Goldcrest Bird of
Tecoma stans ‘Sunrise’	Arizona Yellow Bells
Tecoma stans var. angustata	Yellow Bells, Yellow Trumpet
Flower Tecomaria capensis	Cape Honeysuckle
Vauquelinia californica	Arizona rosebud
Zauschernia californica	Hummingbird Trumpet Bush

### **GROUND COVERS**

Ballea multiradiota	Desert Marigold
Cissus trifoliata	Arizona Grape Ivy
Convolvulus cneorum	Silver Bush Morning
Glory Dalea bicolor var. argyrea	Silver Dalea

Dalea capitata	Golden Dalea
Dalea formosa	Feather Dalea
Dalea greggii	Trailing Indigo Bush
Dyssodia accerosa	Shrubby Dogweed
Ganzania rigens leucolaena	Trailing Yellow
Gazania 'Sun Gold'	
Lantana sp.	New Gold Lantana
Oenothera berlandieri	Mexican Primrose
Plumbago scandens	Summer Snow Plumbago
Pyracantha 'Red Elf'	Dwarf Pyracantha
Rosmarinus officinalis	Dwarf
Rosemary 'Prostratus'	
Sphagneticola	Trilobate
Wedelia triobata	Yellow Dot
Zinnia acerosa	Desert Zinnia
Zinnia grandiflora	Prairie Zinnia

### **ACCENT PLANTS**

Acacia schaffneri	Twisted Acacia
Agave americana	Century plant
Agave chrysantha	Golden-flowered
Agave Agave deserti ssp. deserti	Desert Agave
Agave deserti ssp. simplex	Desert Agave
Agave gemniflora	Twin-flowered Agave
Agave havardiana	Havard Agave

Agave neomexicana	New Mexico Agave
Agave ocahui	-none-
Agave palmeri	Palmer Agave
Agave parryi	Parry's Agave
Agave vilmoriana	Octopus Agave
Aloe striata	Coral Aloe
Caesalpinia mexicana	Mexican Bird of
Paradise Carnegiea gigantean	Saguaro
Cereus sp.	Cereus cactus
Cycas revolute	Sage Palm
Dasyilirion acrotriche	Green Desert Spoon
Dayllrion wheeleri	Desert Spoon
Echinocactus grusonii	Golden Barrel
Cactus Echinocactus stramineus	Strawberry
Hedgehog Echinocereus sp.	Hedgehog Cactus
Euphorbia iomelli	
Fouquieria splendens	Ocotillo
Gonialoe variegata	partridge aloe
Hesperaloe parviflora	Red Yucca
Macfadyena unguis-cacti	Cat's claw vine
Malephora lutea	Rocky Point Ice
Plant Muhlenbergia capillaries	Regal Mist <sup>TM</sup>
Muhlenbergia rigens	Deer Grass
Nolina bigelovii	Bigelow Nolina
Nolina erumpens	Beargrass
Opuntia basilaris	Beavertail Prickly-pear
Opuntia bigelow	Golden Cholla
Opuntia engelmannii	Engelmann's Prickly-
pear Opuntia macrocentra	Purple Prickly-pear
Opuntia santa-rita	Santa Rita Prickly-pear
Opuntia fulgida	Chainfruit Cholla

Opuntia imbricate	Tree Cholla
Opuntia leptocaulis (scanthocarpa)	Desert Christmas Cholla
Pahycereus miganatus	Mexicafencepost
Pachycerus schottii	
Pedilanthus macrocarpus	Slipper Plant
Portwacaria afra	Elephantfood
Rosa banksiae	Tombstone Rose
Stenocereus thurberi	Organ Pipe Cactus
Yucca baccata	Banana Yucca
Yucca brevifoia	Joshua Tree
Yucca elata	Soaptree Yucca
Yucca faxoniana	Faxon Yucca
Yucca recurvifolia	Curve-Leaf Yucca
Yucca rigada	Blue Yucca
Yucca rostrata	Beaked Yucca
Yucca schidigera	Mojave Yucca
Yucca treculeana	Torrey Yucca
Yucca valida	Tree Yucca
Yucca whipplei	Our Lord's Candle

## **VINES**

Bougainvillea 'Barbara Karst'	Bougainvillea
Feijoa sellowiana	Pineapple
Guava	

## **GRASSES**

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

\*\*\*Update plant list 2024- Using AMWUA- Arizona Municipal; Water Users association , with efforts to conserve and think forward for tomorrow.



## SUPPLEMENTAL RULES & REGULATIONS

The following Rules and Regulations have been added to enhance the provisions found in the CC&R's, as well as, current Rules and Regulations established by the Board. Cooperation on the part of all homeowners and residents in following these rules will make living within the Lyon's Gate Community Association an enjoyable experience for everyone.

### Cluster Home Landscaping

- Homeowners and residents shall not install, store or plant any object in the cluster home landscaping.
  - One (1) security system sign may be placed by a professional residential security alarm company which has installed a security alarm system in a cluster home, provided that such sign is consistent with the provisions set forth in the Design Guidelines.
- The Association is responsible for maintenance in these areas and any concerns with the landscaping may be reported to the management company.

### Parking

- Homeowners, residents and guests shall not park in the following locations:
  - 1. Within fifteen (15) feet of entryways to the Cluster Home Private Drives, alleyways and mailboxes throughout the community**
  - 2. Within fifteen (15) feet of a fire hydrant throughout the community.**
  - 3. Within an intersection; including within a t-intersection throughout the community.**
  - 4. On or in a crosswalk throughout the community.**
  - 5. In a manner which blocks access to ADA ramps and walkways throughout the community.**
  - 6. In posted Town of Gilbert Fire Lanes existing in Phase 10.**
  - 7. In any alley or private driveway in the community for any reason.**
- Homeowners and residents shall park in their garage first, driveway second (if applicable) and have guests and overflow parking on the street. Please be courteous of others!

- Homeowners, residents and guests must park in front of their own house first, before parking in front of neighbors' houses.
- Between the hours of 10pm and 6am, the parking rules outlined on page 6 will be enforced in the following manner: a minimum of one car must be parked in the garage and 2 cars parked in the driveway (if applicable) before utilizing the street for overflow parking.
- Construction material, equipment and machinery may not be stored on vehicles In View of Neighboring Property.

## Patio Furniture and Front Porch Decorations

### Trash/Recycling Containers and Collection

- No garbage or trash shall be kept on any lot except in covered containers as provided by the Town of Gilbert.
- At all other times, these containers must be stored in a location which is not Visible From Neighboring Property (garage or rear yard).
- Containers may be placed out at 12PM the day before collection and must be removed by 10PM the day of collection.
- Please do not place containers next to other containers, vehicles or landscaping- the Town of Gilbert needs approximately two (2) feet of clearance on either side of the container to properly pick them up.

### Trash Pickup (Bulk)

- Homeowners and residents may not exceed a maximum of 10 cubic yards of non-compacted bulky household items and green waste (roughly 5' wide by 10' long by 5' high, or approximately one ¾ ton pick-up truck full)
- Bulk trash should be placed on the homeowners' property near the sidewalk (or curb if no sidewalk exists). This includes cluster and alley style homes; this would be the street theme area closest to their immediate residence.
- Stacked trash should not be placed on sidewalks, curbing or roadway in any manner that will interfere with, or be hazardous to, pedestrians or vehicles.
- All items should be placed away from electrical boxes, cable boxes, mail boxes, light poles, water meters and existing landscape.
- **Bulk trash should be placed out for pick-up no earlier than the weekend prior to the scheduled collection week.**

### Rentals

- All residents and tenants are required to abide by the governing documents of the Association.
- Homeowners will be held 100% responsible for the actions of their tenants and are required to ensure all violations are resolved and fines are paid.