

RED HAWK



AT J-6 RANCH

RED HAWK RANCH PROPERTIES LLC DESIGN GUIDELINES

Except for improvements or alterations undertaken by the Declarant, all plans must meet the following minimum criteria and such further criteria as the Design Review Committee (DRC) promulgates and in accordance with the provision of this Declaration:

1. No Improvements, alterations, repairs, excavations, grading, landscaping or other work which in any way alters the exterior appearance of the Properties or a Lot, or the improvements thereon, from their natural or improved state shall be made or done without the prior approval, in writing, of the Design Review Committee. No Improvement of any nature whatsoever shall be commenced, erected, improved, altered, modified, placed or made on any portion of the Properties without prior written consent of the Design Review Committee.
2. Setbacks: Each Owner, prior to constructing any Improvements on the Owner's Lot, must verify and confirm the location and size of the applicable Building Setback from the Design Review Committee. All portions of each Lot inside the designated Building Setback shall be considered Natural Area which may not be disturbed.
3. The style of architecture, which shall be Southwest Colonial, Spanish Colonial, Mexican Colonial, Santa Fe, Ranch, Traditional Southwest, Sonoran, or soft contemporary, as determined by the Design Review Committee (DRC); exterior color scheme; height; location of exterior lights; selection of building materials; and their application shall meet the satisfaction of the DRC.

4. The subdivision should consist of Single-Family Dwellings only; each dwelling shall be located within a building envelope and shall contain not less than 1,375 square feet of living area. Guest homes and cottages may be added if approved by Cochise County.
5. Plans must be in sufficient detail to permit the Design Review Committee to make its determination.
6. The roof shall be of the material, design and style satisfactory to the Design Review Committee. White reflective roofs shall be unacceptable. The repair or replacement of any roof shall be subject to the same conditions as the original roof. Flat roofs must be fully enclosed by parapet walls at heights approved by the Design Review Committee and shall be painted desert tan. Type, style and location of skylights on pitched roof surfaces shall be approved by the DRC.
7. The exterior color schemes for dwellings shall consist of earth tones or soft contemporary colors, which shall be approved by the Design Review Committee before construction.
8. Included shall be at minimum a two-car garage with doors of a style or design approved by the Design Review Committee and shall not be positioned to directly face the street, unless the topographic elevations of the lot, cul-de-sac or intersecting streets do not allow a non-street-facing design.
9. Shall include adequate utility yards or enclosures in which all ground-mounted exterior heating and cooling apparatus, meters, mechanical equipment, tanks, space for trash or rubbish containers, and wood storage shall be located.
10. Ground-mounted solar arrays may be placed in the most efficient location and do not require an enclosure.
11. All electrical service and telephone lines from utility company lines shall be placed underground. No outside electrical and telephone lines shall be placed overhead. This restriction prohibiting overhead lines also applies to cable television lines and security and fire protection system lines.
12. Where water, gas, or other public or private utility facilities or private services have been installed to or near the property line of a particular Lot for the purpose of providing service to that Lot, the service connection to service an improvement on that Lot shall be made only to

and from the installed facility or point assigned by the Design Review Committee.

13. There shall be no grading or removal of vegetation until the building plan has been approved by the Design Review Committee, and all construction shall proceed in an expeditious manner. Construction shall not last more than nine (9) months from start to finish unless DRC approval is given. The DRC has the right to restrict construction hours on the dwelling and not allow work to be done on Sundays. Workers shall park their vehicles in specified areas of the lot and use only one entry for ingress and egress during construction.
14. Patio walls may be constructed and attached to dwellings. Patio wall enclosed square footage may not exceed the square footage under roof of the home, patio and garages. Fences defining the lot perimeter will not be permitted.
15. The DRC shall have approval of the types of building materials used and shall cooperate with the builder in all forms of construction.
16. No Single-family Dwelling, garage, building, swimming pool, wall, coping, overhang, other structure, or Improvement (excluding drainage ways, driveways, and private roads) shall be erected or placed less than forty-five feet (45) from any property line of a Lot for a single-story Single-family Dwelling or a one-story and partial-story Single-family Dwelling. No wall or coping may exceed six (6) feet in height. All enclosures for concealment purposes and all retaining walls shall be constructed of face brick, stucco frame, stucco mud adobe, burnt adobe, or stucco masonry; and all enclosures for concealment purposes and all retaining walls shall be constructed and finished to match the Single-family Dwelling in type of material, color and texture. No wooden, wire, chain-link, or woven metal fences shall be permitted. Metal view fencing designed to enclose the desired area without restricting visual access, in a complementary color, may be allowed with DRC approval. Any planting used to form a hedge shall be subject to the same setback requirements and height limitations as apply to a wall or coping. In determining the height of such a wall, coping or hedge, the average ground level shall be used.
17. Declarant and Design Review Committee shall have the right to limit the sizes and dimensions of pools and/or spas placed on the property and within the patio wall.

18. For purposes of water conservation and if necessary, the Declarant shall have the right to restrict the amount of water a Lot owner may use monthly so long as Declarant owns one (1) Lot in the Properties, including any annexed Properties. The limitations shall comply with the standards as set by the Arizona Department of Water Resources or other applicable agencies and, unless modified as provided below, shall not exceed an average 500 gallons per day per Lot usage averaged over a calendar year. Thus, usage on any particular day may substantially exceed 500 gallons of water, as long as the average daily usage over any calendar year does not exceed 500 gallons per day. Moreover, Declarant reserves the right, in its sole discretion, to make available to Lots using more than the allotment, increased allotments of water from Lots not using the 500 gallons per day average. Further, notwithstanding anything herein to the contrary, if the Arizona Department of Water Resources or other governmental agency requires a higher maximum of water availability then the above limit on water usage shall be modified accordingly.
19. The Declarant and the Design Review Committee shall not be liable in damages to anyone so submitting plans for approval, or to any Owner or Owners of land subject to this Declaration by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval, disapproval or failure to approve any such plans. Anyone submitting plans to the Declarant or the DRC for approval, by the submitting of such plans, and any Owner, by acquiring title to any of the Property covered hereby, waives his claim for any such damages.
20. No Single-family Dwelling or improvement shall exceed one story in height; no part of the roof ridge line shall exceed twenty (25) feet; and no part of a parapet wall shall exceed twenty-three (23) feet above finished floor elevation of such dwelling or improvement. Provided, however, the Design Review Committee may allow a one-story and a partial-story Single-family Dwelling on certain Lots, provided the topography of the Lot and its relationship to surrounding Lots is such that in the sole judgment of the DRC such exception(s) would not be in conflict with the stated intent of the subparagraph. The finished floor elevation shall be the average elevation of the natural grade of the area on which the Single-family Dwelling or Improvement is located. The natural grade shall be determined by the DRC based on the topographic elevations shown on the Tentative Plate approved by and on file with Cochise

County, Arizona, or engineered topographic depiction deemed to be accurate and reliable by the Declarant. The Building Envelope shall be that area designated on each Lot as provided for in Article IV, Section 4.3.

- The intent of this subparagraph is to provide a means for controlling the position and height of a Single-family Dwelling and improvements relative to surrounding Dwellings and Improvements within the Building Envelope, to provide the greatest protection of views for the benefit of the largest number of Lot Owners.

21. All areas of cut and/or fill which result from grading or related site work on any Lot shall be landscaped or improved by the Owner in accordance with plans approved by the Design Review Committee. Site preparation shall not be planned which results in a cut and/or fill which covers a vertical distance of more than ten (10) feet. All areas of cut and/or fill having a slope not steeper than two-to-one shall then be replanted with vegetation which, upon maturity, will have a density of at least that existing in the natural landscape of surrounding areas. All areas of cut and/or fill having a slope steeper than two-to-one and not steeper than one-to-one shall be resurfaced with natural stones (“rip rap”) that blend in with or complement the natural setting and may be replanted in locations terraced for that purpose. All areas of cut and/or fill having a slope steeper than one-to-one shall be retained by masonry retaining walls. A two-to-one slope is herein defined as a slope for which the horizontal distance is twice the corresponding change in vertical elevation. A one-to-one slope is herein defined as a slope for which the horizontal distance is equal to the corresponding change in vertical elevation. It being understood that masonry retaining walls shall be constructed of such material as shall be satisfactory from an engineering standpoint to serve as a retaining wall, giving due consideration to the height and other physical aspects of such retaining wall. Alternative plans for site preparation and for landscaping, resurfacing or retaining areas of cut and/or fill shall be implemented only if previously approved in writing by the Design Review Committee. All landscaping of areas of cut and/or fill, including the planting and establishment of vegetation and the construction of retaining walls, which shall match the construction, finish and color of the Single-family Dwelling, shall be completed concurrently with the completion of construction of the Single-family Dwelling upon the Lot, and shall be continuously maintained thereafter by the Owner.

22. All cooling and heating equipment shall be concealed from view from public rights-of-way and other Lots. No evaporative cooler, air conditioning equipment, heating equipment, cooling or heating ducts, gas lines, or other equipment, including solar swimming pool heating equipment, shall be placed, installed or maintained on the roof or wall of any building or structure. Certain solar devices that heat or cool may be placed on flat roofs which completely conceal the solar devices and are not detrimental to other owners of lots within the subdivision; pitched roofs shall have ground-mounted solar devices. Specific prior written approval by the Design Review Committee is required before placement of such solar devices, provided, however, the requirements hereunder shall not effectively prohibit the installation or use of solar energy devices.
23. Foundations and floors for all Single-family Dwellings and all other permitted improvements on each Lot shall be reinforced and shall be constructed in accordance with plans prepared by an engineer registered in the State of Arizona.
24. All driveways shall be paved with asphalt, concrete, pavers or fog sealing.
25. All exterior lights must be located so as not to be directed toward or reflect upon surrounding properties, public rights-of-way, or Common Areas and shall comply with any light pollution ordinances.
26. Upon completion of construction of a Single-family Dwelling, each Owner shall install an address and property identification sign and light standard, which shall be of a uniform shape, size, color, lettering and design as designated by the Design Review Committee in order that the Property be strictly uniform in appearance with respect thereto.
27. All grass and other ground covers shall be kept within patio walls and shall be of a variety recognized to be pollen-free.
28. A wall may be placed immediately adjacent to a home, patio and improvements. The area within the wall may not exceed two times the square feet of the home.
29. Declarant and Design Review Committee shall have the right to limit the sizes and dimensions of pools and/or spas placed on the property and within the patio wall.

30. The Declarant and the Design Review Committee shall not be liable in damages to anyone so submitting plans for approval, or to any Owner or Owners of land subject to this Declaration, by reason of mistake in judgment, negligence or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval, disapproval, or failure to approve any such plans; anyone submitting plans to the Declarant or to the DRC for approval, by the submitting of such plans, and any Owner, by acquiring title to any of the Property covered hereby, waives a claim to any such damages.
31. The Declarant or the Design Review Committee shall have the right to grant variances as to any of the provisions of this Declaration or to waive any such provisions, except in the restriction of two-story houses as the Declarant or DRC in its sole discretion shall determine, and neither the Declarant nor the DRC shall have any liability to any Owner or otherwise in granting any such variance or waiver. Any such variance or waiver so granted shall be in writing and shall be made prior to the time that the subject matter set forth in the written variance or waiver is acted upon or implemented unless otherwise expressly stated in such written variance or waiver. Any such variance or waiver so granted as to any particular subject matter shall not constitute a similar or dissimilar variance or waiver as to any other matter affecting the same Lot or any other Lot; it being deemed that any such variance or waiver so granted shall be limited solely to the variance or waiver set forth in writing by the Declarant or the DRC.
32. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three (3) and eight (8) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of said street property lines; or, if the property comers are rounded, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of lines of visibility.
33. No pavement cuts may be made on the public right-of-way streets and roadways within the subdivision without prior written approval from Cochise County. All pavement cuts or damage to the subdivision streets or roadways must be repaired to the same standard as required by Cochise County.

34. The Owner is also responsible for any damage to the subdivision streets or roadways and other land in or adjacent to the subdivision done by any contractor or subcontractor during construction of improvements on the Owner's Lot.
35. If the damage is not adequately repaired, the Declarant or the Association may make such repairs, and the cost of such repair shall be a lien on the Lot whose Owner is directly or indirectly responsible for such damage. Such lien shall also include all costs incurred in enforcing and collecting the lien.
36. Adequate provisions or facilities shall be established by each Owner to contain all backflushing, backwashing, and similar drainage within each Lot in a manner such that the water disposal is not discharged onto the streets or roadways or other Lots or Common Areas. Such discharge shall not be allowed to erode the natural landscape of the Lot.
37. At the time Final Plans are submitted to the Design Review Committee, the Owner shall pay the Design Review Fee in the sum of Four hundred dollars (\$400); this fee may be revised from time to time by the party entitled thereto without amendment to the Design Guidelines.

At the time Final Plans are submitted to the Design Review Committee, the Owner shall deposit the sum of Two thousand dollars (\$2,000) or such other amount of deposit as determined from time to time and deemed appropriate (the "Deposit") with the Red Hawk Ranch Properties LLC. The deposit shall be held in a non-interest-bearing account, and may be utilized or disbursed for:

- Repair of any damage caused directly or indirectly by the Owner to roads, vegetation, entry ways, security facilities or Improvement constructed or controlled by the Declarant or otherwise for the general benefit of the Property.
- Completion of any construction, landscaping, or revegetation on the Lot of the Owner which was not completed by the Owner in accordance with the approved plans.
- Expenses, including legal and consulting fees, incurred in the enforcement of the Declaration with respect to the Owner.

The Deposit, or the undisbursed portion thereof, shall be refunded to the Owner at such time as Declarant or Design Review Committee has made final inspection and approved the Improvements. If the Deposit is

insufficient for any of the foregoing purposes, the Owner shall remit to Red Hawk Ranch Properties LLC, the amount of the shortfall within ten (10) days after receipt of written notice of the amount thereof (the “Additional Deposit”), which notice shall set forth with reasonable specificity the purpose and manner in which the Deposit and any Additional Deposit are to be disbursed. Failure to timely remit the Additional Deposit shall be treated in the same fashion as failure by an Owner to pay an Assessment and will subject such Owner to the remedies as provided in the CCRs.

38. Subject to the other provisions contained herein, in the event the Design Review Committee fails within forty-five (45) calendar days to approve or disapprove any design submitted to it pursuant to a complete application, the Committee’s approval will be deemed to have been denied. Notwithstanding the foregoing, in the event the Design Review Committee shall notify the requesting owner within such time period that it is necessary to obtain independent advice from a licensed architect, professional designer, or other construction or engineering consultant, then the time period for approval or disapproval of said plans and specifications or other complete submittal in accordance with the Design Guidelines shall be extended to the date that is thirty (30) calendar days after the date that such advice is obtained following such design submittal.

