

# RED HAWK



## AT J-6 RANCH

Red Hawk Ranch Properties LLC, Design Guidelines 9-10-2019

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 promulgates and in accordance with the provision of this Declaration:

1. The location; 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.
2. The subdivision should consist of Single-Family Dwellings only and each dwelling shall be located within a building envelope and shall contain not less than 1750 square feet of living area.
3. Be in sufficient detail to permit the Design Review Committee to make its determination.
4. 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, if approved, 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.

5. The exterior color schemes for dwellings shall consist of earth tones or soft contemporary colors shall be approved by the Design Review Committee before construction.
6. 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.
7. 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.
8. Ground mounted solar arrays may be placed in most efficient location and do not require an enclosure.
9. All electrical service and telephone lines from the utility company lines shall be placed underground, and 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.
10. Where water, gas, or other public utility facilities 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.
11. 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 any work to be done on Sundays. Workers shall park their vehicles in specified areas of the lot and only be able to use one entry for ingress and egress during construction.
12. Patio walls may be constructed and attached to dwellings. Patio wall enclosed square feet may not exceed the square foot under roof of the home,

patio and garages, However, fences defining the lot perimeter will not be permitted.

13. The DRC shall have approval of the types of building material used and shall cooperate with the builder in all forms of construction.
14. 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 one-story and a partial-story Single-family Dwelling. Any wall or coping may not exceed six (6) feet in height. All enclosures for patios or 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 patios or 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. 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 wall, coping, or hedge, the average ground level shall be used.
15. 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.
16. The Declarant has the right to restrict the amount of water a lot owner may use on a monthly basis. The limitation shall comply with the standards as set by the Arizona Department of Water Resources and shall not exceed 300 gallons per day on average over a period of 365 days.
17. 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, or 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 his claim for any such damages.

18. 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.
19. 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, so as to provide the greatest protection of views for the benefit of the largest number of Lot Owners.

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.

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, except that certain solar devices which heat or cool may be placed on roofs which completely conceal the same and are not detrimental to other owners of lots within the subdivision. 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. If such approval is not obtained, said devices shall be immediately removed by the Owner at his expense.

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.

All driveways shall be paved with asphalt or concrete.

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.

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.

All grass and other ground covers shall be kept within patio walls and shall be of a variety recognized to be pollen free.

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 one-story and a partial-story Single-family Dwelling. Any wall or coping may not exceed six (6) feet in height. All enclosures for patios or 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 patios or 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. 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 wall, coping, or hedge, the average ground level shall be used.

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.

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, or 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 his claim for any such damages.

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.

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 corners 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.

No pavement cuts may be made on the private streets and roadways within the subdivision without prior written approval from the Design Review Committee. All pavement cuts or damage to the subdivision streets or roadways must be repaired to the same standard as required by Cochise County, as if such pavement cut or damage were done to a public right-of-way.

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 the course of construction of improvements on the Owner's Lot.

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.

Adequate provisions or facilities shall be established by each Owner to contain all back-flushing, back-washing, 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.

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), with the DRC, 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 \$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 by 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 subject such Owner to the remedies as provided in the CCRs.

The Buyer and Seller agree with the above Design Review Guidelines for the project.

Changes additions or deletions will be agreement between buyer and seller. The formalized Design Guidelines will become a part of the recorded CCR's.

Seller Red Hawk Ranch Properties LLC

Seller Title \_\_\_\_\_

Seller Signature \_\_\_\_\_

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Buyer Signature \_\_\_\_\_

Lot Number \_\_\_\_\_

Date \_\_\_\_\_