
FLAGSTAFF RANCH GOLF CLUB RESIDENTIAL DEVELOPMENT STANDARDS

DATED AS OF July 09, 2001

Amended Dates:

July 26, 2005

May 1, 2010

September 24, 2012

May 13, 2014

September 17, 2015

August 16, 2016

July 1, 2017

July 1, 2018

October 1, 2018

January 7, 2019

These Residential Development Standards have been established by the Board of Directors of Flagstaff Ranch Property Owners Association of the Flagstaff Ranch Golf Club Residential Community, based on recommendations of the Design Review Committee, in accordance with the Declaration of Covenants, Conditions and Restrictions for Flagstaff Ranch Golf Club Residential Community. It is the responsibility of each interested party to obtain a copy of the most recently revised version of these Residential Development Standards.

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CERTIFICATE OF RESOLUTION
OF
BOARD OF DIRECTORS
OF
FLAGSTAFF RANCH PROPERTY OWNER’S ASSOCIATION

The Board of Directors of Flagstaff Ranch Property Owners Association, an Arizona non-profit corporation (the “Corporation”), acting pursuant to Section 12.2 of the Declaration of Master Covenants, Conditions and Restrictions for Flagstaff Ranch Golf Club Residential Community (the “CC&Rs”), and pursuant to the recommendation of the Design Review Committee, approves and adopts by the affirmative vote of a majority of the Board of Directors at the Special Meeting of the Board duly called for on July 26, 2005, these Residential Development Standards effective as of July 26, 2005. At the recommendation of the Design Review Committee and with the affirmative vote of the Board of Directors these Residential Development Standards were amended on May 1, 2010, September 23, 2012, May 13, 2014, September 17, 2015, August 16, 2016, July 1, 2017 and July 1, 2018.

Flagstaff Ranch Property Owners Association Board of Directors

1.0 THE FLAGSTAFF RANCH GOLF CLUB PHILOSOPHY

- a. Flagstaff Ranch Golf Club is a gated community that has a Community Center, Clubhouse, lakes and a top-of-the-line private golf course. Flagstaff Ranch Golf Club offers an idyllic alpine environment with rich contrasts in topography and an abundance of wildlife and vegetation, all located in a mature Ponderosa Pine and Gamble Oak forest. The vision for Flagstaff Ranch Golf Club is to create an upscale, rural lifestyle community that will complement the natural beauty of the Arizona high country. The ultimate goal is to create and maintain Flagstaff Ranch Golf Club as the finest community of its time.
- b. The purpose of these Residential Development Standards is to provide an architectural framework for residential design and to create a cohesive development. These guidelines prohibit certain practices while providing individual owners the opportunity to explore personal expression. These Development Standards provide guidelines for architectural and landscape design, outline the process for design review and approval for all projects and describe the construction regulations. These Development Standards have been adopted by the Design Review Committee (hereinafter the "DRC") pursuant to the Declaration of Covenants, Conditions and Restrictions of Flagstaff Ranch Golf Club, as the same may be amended from time to time. These Development Standards shall apply to all lots located within Flagstaff Ranch Golf Club.
- c. Extensive environmental studies were conducted at Flagstaff Ranch Golf Club. These studies provide a wide-ranging body of knowledge concerning environmental factors unique to the community, including topography, geology, hydrology, botany, climate, archaeology, ethno-botany, ethno-history and biology. The Flagstaff Ranch Golf Club philosophy has evolved because of these studies. This philosophy includes the blending of people, structures and the existing forest into a harmonious and aesthetically pleasing residential community with primary emphasis on the sustainability of the natural environment.
- d. The purpose of these Residential Development Standards is to provide an overall framework for development, to create a cohesive visual experience within Flagstaff Ranch Golf Club and to create a harmonious architectural approach that is compatible with the forest. Dedicated respect for the natural environment, as well as continuity in the built environment, forms the basis of all planning at Flagstaff Ranch Golf Club. Architecture and landscape must work within the context of Flagstaff Ranch Golf Club's natural palette, as further described herein. No single residence or improvement should stand apart in its design to detract from the overall appearance of Flagstaff Ranch Golf Club.
- e. Property owners may regard the Residential Development Standards as a safeguard that will preserve and enhance the special environment of Flagstaff Ranch Golf Club over time.
- f. The design of each residence or other improvement shall be tailored to the unique features of each individual lot. The underlying theme of Flagstaff Ranch Golf Club is the preservation of the native forest for the enjoyment of all residents and, to that end, the concept of a maximum allowable building area called the "Building Envelope" is the area that exists within that lot's building setbacks. The Construction Envelope is that portion of each lot to which all development activity is restricted. The DRC shall consider each residence in relationship to adjacent and nearby

homes in order to provide for appropriate diversity of exterior appearance to include the overall design and exterior colors and materials.

- g. A design review process has been established to assist each owner in the design of his/her residence and to provide each owner the opportunity to draw upon the expertise and knowledge that has been acquired during the planning and development of Flagstaff Ranch Golf Club. The DRC has been charged with the responsibility of ensuring that these principles are strictly adhered to throughout all phases of design and construction.
- h. The design review process applies to new construction and exterior remodeling of existing residences. It encompasses five stages:
 - 1. A Pre-Design Conference between each owner, the owner's architect/designer and the architectural consultant for the DRC, held for reviewing the owner's design ideas and the unique characteristics of the home site.
 - 2. A Preliminary Design Submittal that will be reviewed by the DRC and its architectural consultant to ensure that the owner's conceptual plans conform to the Residential Development Standards.
 - 3. A Final Design Submittal that will be reviewed by the DRC and its architectural consultant to ensure that the owner's final construction plans substantially conform to the Preliminary Design Submittal that was approved by the DRC.
 - 4. A Pre-Construction Conference between each owner, the owner's contractor and a representative of the DRC held for reviewing the Construction Regulations, as further described in Section 5.10, in order to ensure compliance with these Regulations during the construction process.
 - 5. A Final Inspection of the improvements by a representative of the DRC to determine whether actual construction has been completed in strict compliance with the approved final design plans. Upon successful review and approval of the site improvement, the remaining balance of the Construction Deposit will be returned as outlined in Section 5.14.
- i. This design review process was developed to provide adequate checkpoints throughout the design and development phases so time and money are not wasted on plans and designs that do not adhere to the Residential Development Standards or to the overall principles of Flagstaff Ranch Golf Club, or which may be inappropriate or of improper configuration for their specific lot. Therefore, it is mandatory that owners follow the steps of the design review process in their entirety and in correct sequence. This process is proven and streamlined and will not result in time delays, provided each owner perform in the spirit of the Residential Development Standards.
- j. The Flagstaff Ranch Golf Club strongly recommends that each owner retain competent professional architectural and landscape design services to ensure a thorough analysis and understanding of a particular lot and of the owner's unique needs and living patterns. Such professionals will assist the owner in communicating to the DRC the concept and design of a proposed new residence, improvement or exterior remodel of existing residences. If an owner elects to do his own design and the result is not approved by the DRC, then the DRC has the right to require the owner thereafter to utilize professional architectural design services.

- k. The owner has the ultimate responsibility for assuring compliance with these Residential Development Standards. The owner may assign management of pre-construction and construction affairs to a representative, in a written instrument (see Appendix M), copies of which will be provided to the DRC. Although the owner may assign management, the owner remains ultimately responsible for all processes and outcomes. Each owner bears the responsibility for the proposed structure's adherence to both Flagstaff Ranch Golf Club's Residential Development Standards and to Coconino County's zoning and building codes.
- l. The DRC specifically reserves the right to make subjective, as well as objective, determinations as to whether a particular site or submission meets the objectives of the Residential Development Standards.
- m. The Flagstaff Ranch Golf Club design review process is independent of the Coconino County plan review process and is intended solely to enforce these Residential Development Standards. This process is not intended to run concurrently with the process of obtaining a building permit from Coconino County. Further, Coconino County staff will not accept plans for review until they receive stamped and written confirmation of Final Design Plan approval by the DRC. The DRC will also notify the owner in writing of this approval within fourteen (14) calendar days.
- n. These Residential Development Standards shall apply to all lots located within Flagstaff Ranch Golf Club, except where otherwise noted and where special guidelines may apply. Requests for variances to these Residential Development Standards must be submitted in writing to the DRC for approval.
- o. These Residential Development Standards contain goals regarding architectural style that are intended to maintain the overall character and quality of the community. The DRC will carefully review each design to ensure that all homes meet these general goals, and retains the right to reject, at its sole discretion, any proposed design that may be inconsistent with these principles. All residences and ancillary structures which are constructed must be considered "Four-Sided Architecture." Equal attention must be given to all elevations in terms of composition, detailing, materials and colors. When choosing your architectural style and colors, adjacent lots must vary. The DRC will consider the adjacent lots when approving your choice of architectural style and colors.

2.0 ARCHITECTURAL STYLE

- a. In order to create a visually harmonious community that complements the natural environment, the Developer has established the following general goals for Flagstaff Ranch Golf Club.
- b. All homes, improvements, landscaping and architectural design shall emphasize:
 - Traditional themes
 - Informal styles
 - Natural materials and colors
 - Rural-mountain motifs
- c. Traditional architectural themes are encouraged. Styles that reflect the informal, rural-mountain setting of Flagstaff Ranch Golf Club are welcome. Natural materials and colors that blend with the surrounding forest are required. In order to maintain the overall character and quality of the community, the DRC will carefully review each design to ensure that all homes meet these general goals, and retains the right to reject, at its sole discretion, a proposed

- b. A basement level may be constructed where conditions allow. The square footage of a basement level is considered part of the livable square footage when the basement has any exterior windows or doors, or when less than 75% of the basement volume is below finished grade (whether the basement is finished or not).
- c. The square footage of a basement level is not considered part of the livable square footage when the basement area has no exterior windows or doors, and at least 75% of the basement volume is below finished grade (whether the basement is finished or not).
- d. Massing is the arrangement of three-dimensional building solids that form the exterior of the form. Solid blank facades, including roofs and walls, must be avoided. A distinct mass will include a change in the roof and wall planes, with a minimum offset of two feet (2'). This change of mass should occur on each face of the building.
- e. For residences, less than 3,500 square feet, at least two distinct masses must be visible from each building elevation. For those residences 3,500 square feet or greater, at least three distinct masses must be visible from each building elevation. In all cases, no singular building mass may exceed an average height of 20 feet or a length of 40 feet without an offset or major roofline change. The DRC reserves the right to withhold approval for any proposed structure that appears over-simplified or too "boxy". Excessive or disproportionate blank areas will not be allowed, such as unarticulated wall spaces over garage doors.
- f. To create a pleasing relationship with the surroundings, multiple roof forms and planes are required. Irregular combinations of height, massing and ridge directions are encouraged. No single roof plane may exceed 2,000 square feet. All two-story houses must include some main-level roof elements, such as single-level areas or porches. Excessive roof height, especially at entry porches, is discouraged and may be rejected.
- g. Outbuildings, such as detached garages, may be constructed provided they are a visual extension of the main house. Outbuildings not meeting this requirement are prohibited.

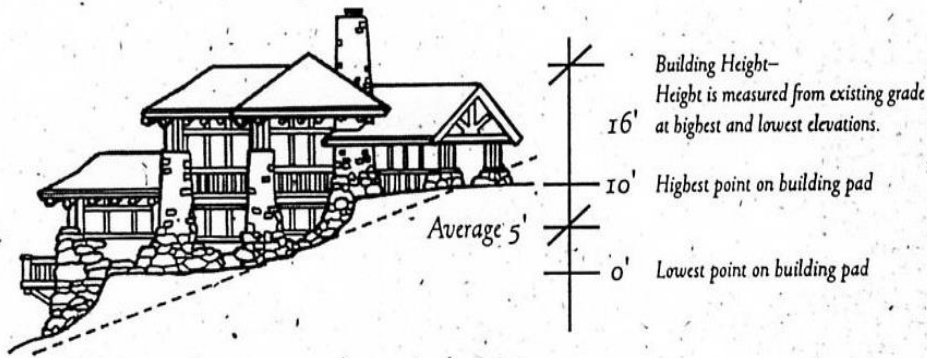
2.2 PREFABRICATED BUILDINGS

- a. Buildings that are constructed offsite and that require transportation to a lot, in whole or in part, are not permitted. This includes mobile homes, stock modular buildings or any other structure requiring transportation and setup in a partially completed state. Structures that are assembled offsite and completely disassembled for transportation, including log cabins or custom designed modular buildings, may be permitted if approved by the DRC.
- b. The merits of any such structures shall be determined by the DRC, in its sole discretion.

2.3 HEIGHT OF STRUCTURES

The finished floor elevation of a house on a sloped lot is critical in determining heights, when submitting plans to the DRC the grades on the elevation MUST be shown.

- a. All residences at Flagstaff Ranch Golf Club will have pitched roofs with a minimum pitch of four feet in twelve and a maximum pitch of twelve feet in twelve. Ridgelines shall be in compliance with the guidelines of Coconino County and may not exceed a height of 35 feet above natural grade.



- b. The DRC discourages, and has the right to prohibit, the construction of any residence or other structure that would appear excessive in height when viewed from anywhere in Flagstaff Ranch Golf Club. The overall appearance of the Community is the overriding concern. Allowable heights are limited by these guidelines and County Building Codes.
- c. When roof pitches exceed six (6) feet in twelve (12) feet, no portion of a structure (except for chimney elements) may exceed a height of thirty-five (35) feet measured from natural grade directly below that portion.
- d. When roof pitches are six (6) feet in twelve (12) feet or less, no portion of a structure (except for chimney elements) may exceed a height of thirty-two (32) feet measured from natural grade directly below that portion. On a case-by-case basis, the DRC may grant a variance to a design with greater heights based on steep or unusual lot conditions.
- e. Floor, deck and patio levels shall not exceed certain heights according to the following:
 - 1. Where natural grade slopes less than 1 foot in 12 feet, ground floor levels, patios and decks, at any given point, shall not be greater than 48" above finished grade and not more than 72" above natural grade.
 - 2. Where natural grade slopes 1 foot in 12 feet or more, ground floor levels, patios and decks, at any given point, shall not be greater than 60" above finished grade and not more than 84" above natural grade.
- f. Residences on sloped lots may require stepped-down floor plans. On certain steep lots, this may be difficult to achieve, so the DRC will review this stipulation on a case-by-case basis. Consideration will be given to the exterior detailing of the structure, which may be used to minimize the appearance of a higher floor system. Severe terracing of the land to accommodate "flat" floor plans is prohibited.

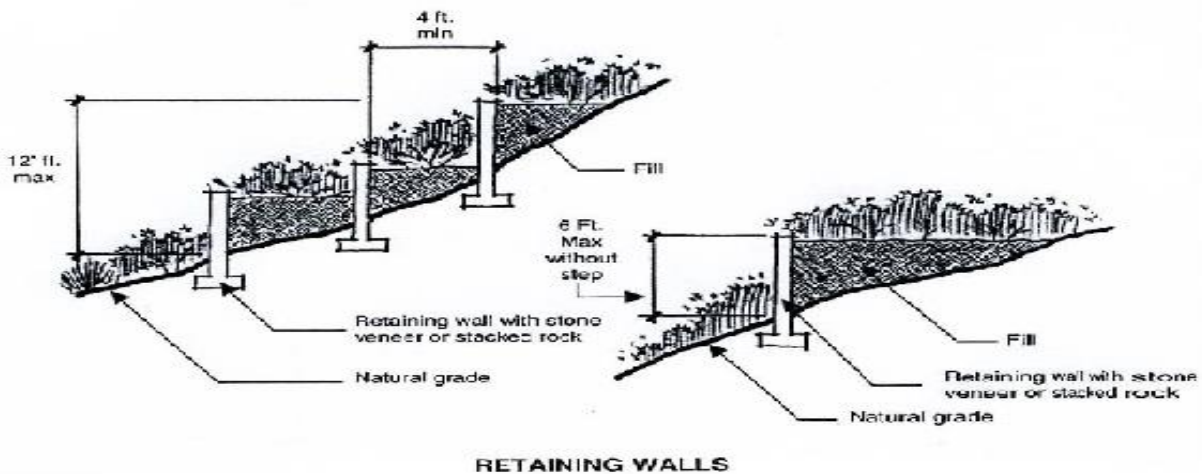
2.4 FOUNDATIONS

- a. All visible surfaces of foundation walls and piers must be constructed with textured masonry units, faced with stone or receive a stucco/mortar-wash finish and be painted to blend unobtrusively with adjacent materials. Foundation walls that occur under a deck are not exempt from the finishing requirements stated above.
- b. Un-faced foundation walls (with colored stucco as described above) must step down with the grade change so that the exposed surface does not exceed a vertical height of 16" above finished grade. Where conditions make this requirement difficult, the DRC may approve limited areas with exposed surfaces up to 30" high, if landscape-screening material will be installed to conceal the taller foundation walls. When this provision is exercised, specific descriptions of the landscape material must be included with the final submittal for the house design.

- c. Taller un-faced foundation walls may also be concealed by covering the upper portion with siding material that matches or complements the wall above.
- e. Outdoor stairways must include solid risers with no open treads. Skirting or screen walls to conceal the space beneath a stairway may be required when, in the sole opinion of the DRC, the cavity beneath the stairs may be unsafe, difficult to maintain, or unsightly when viewed from adjacent properties. Enclosure of exposed stringers and other measures may also be required by the DRC. Any outdoor stairway must coordinate fully with the surrounding architecture in proportions and detailing. Cluttered framing members? will not be allowed. Under-deck storage is prohibited. Please refer to Appendix S for current fire mitigation information.

2.5 RETAINING WALLS

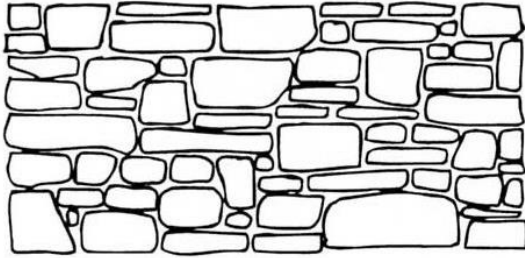
Retaining walls not directly supporting a building structure shall not exceed four (4) feet in height, measured from finished grade. Where lot conditions require, the DRC may approve higher retaining walls, with conditions requiring terracing, additional landscaping or other measures to minimize the apparent wall height.



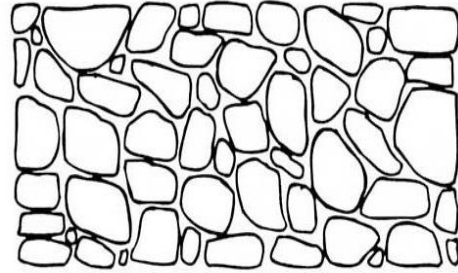
2.6 EXTERIOR MATERIALS

- a. Please refer to Appendix S for exterior material guidelines.
- b. In order to maintain the architectural integrity and consistent visual experience of Flagstaff Ranch Golf Club, all exterior building materials must be approved by the DRC before commencement of new construction or any alteration. The aesthetic merits of any combination of exterior materials are subject to review and approval by the DRC.
- c. Finished building materials must be applied to all exterior surfaces of buildings and structures. Each material will be selected in an appropriate manner, with colors and textures compatible with the natural surroundings. Extra components, taken as a whole, shall be one-hour fire-rated from the foundation to the underside of the roof. Please refer to Appendix S for current fire mitigation information.
- d. All exterior surfaces, including gutters, chimneys, flues and all exposed hardware, are to be finished or painted. Unfinished metallic exterior surfaces are not permitted.
- e. Permitted exterior finish materials include:

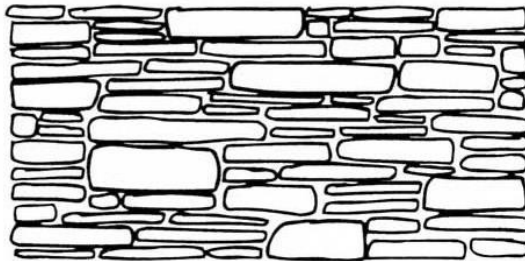
1. Wood siding including shingles, beveled or tongue-in-groove board siding, board-on-board and board-and-batt. These materials must be installed in compliance with current fire protection requirements. Please refer to Appendix S for current fire mitigation information.
2. Natural stone including “malapais” (Flagstaff’s local basalt), textured sandstone or fieldstone. Natural stone with a shiny finish, like schist, or an excessively flat surface is not acceptable when installed vertically. Acceptable patterns are shown below:



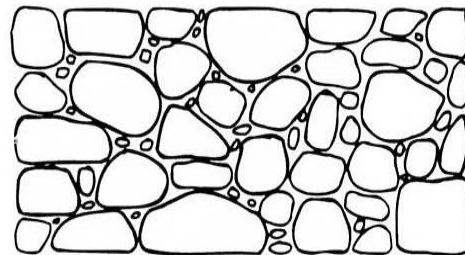
Uncoursed Roughly Square
Generally Sandstone



Uncoursed Web Wall or Mosaic
Generally Malapais or Sandstone



Uncoursed Ledge Rock
Generally Flagstone or Ledge Rock



Uncoursed Fieldstone

3. Synthetic materials, including cement-based siding, need to comply with current fire protection requirements (see Appendix S). They should be installed in a manner that is virtually indistinguishable from natural materials.
- f. Use of simulated or cultured stone is prohibited.
- g. All buildings and structures must include stone veneer elements that are integral to the architecture. Stone should wrap the entire mass whenever possible. Stone wainscots shall wrap entire mass or terminate at inside corners. Stone used at columns and porches shall wrap these elements in their entirety. Stone columns at garage corners shall return a dimension equal to or greater than the width of the material on the garage front elevation. Stone veneer returns at areas around the front doors or windows should return back

to logical termination points related to rooflines or building massing when they are available. Otherwise returns shall be three (3) feet minimum. All stone veneer elements must begin at finished grade. There will be no exposed foundation below the stone.

- h. The use of stucco should be limited to use as accent material, and it should be a smooth or sand-float finish only.
- i. Grout thicknesses should be barely visible for ledge rock applications, smoothed over (“over-grout”) for cut stone applications and flush for all other applications. Large mortar joints or “weeping mortar” are not permitted.
- j. The use of metal, fiberglass siding, plywood siding or composition asbestos siding is prohibited.
- k. Physical samples of all proposed exterior materials must be submitted to the DRC for approval as part of a fully specified color board at the time of final design review. All approved color boards will remain in the possession of the DRC until construction and the final inspection are completed.
- l. The aesthetic merits of any combination of exterior materials are subject to review and approval by the DRC in order to maintain the architectural integrity and consistent visual experience of Flagstaff Ranch Golf Club.

2.7 ROOFS

- a. The roofline of each house must create its own pleasing relationship to the street, other common areas and adjacent structures when viewed from all directions. The overall profile and articulation of the roof should be sufficiently irregular to break up anything that would otherwise appear too boxy or discordant with the landscape or neighboring structures. Ridgelines may not extend more than 40 feet in any direction without either a vertical or a horizontal change in direction. Expansive roof structures shall be articulated by way of gable or shed dormers. Heavy timber trusses are allowed as a design element on the exterior of the home. A heavy timber truss may be configured in many different shapes, including a shape similar to a scissor truss. Uses of such trusses are subject to review and approval by the DRC.
- b. Roof overhangs shall be constructed to meet required minimum lengths according to the following formula. Note that lower pitches require longer overhangs.

Roof Pitch	Minimum Overhang Length
4:12 to 5:12	3'
Over 5:12 to 7:12	2'
Over 7:12	1'6"

- c. Wider eaves are encouraged. Shorter eaves must be true to architectural style. The DRC must approve smaller overhangs. Asymmetrical roofs are preferable to those that are obviously symmetrical. Covered terraces or porches must be fully integrated into the design of the house.
- d. The roofs of all two-story homes should include single-story elements. For both one and two-story residences, the roof profile should be varied, including individual masses of sufficient size, in plan and elevation to convey the desired result. The higher masses should generally occur towards the center, with the lower profiles occurring toward the outer portions of the house.

- e. The DRC has determined, for the sake of contrast and variety, that the use of slate, flat concrete tiles, non-reflective raised-seam metal roofs or heavyweight, three-dimensional, thick-butt, 6-tab asphalt shingles with a 50-year warranty and a minimum wind resistance of 130 mph may be permitted. Most pre-finished metal roofs will be considered too reflective and will be prohibited. Pre-finished metal roofs must have a low gloss finish with less than 10% reflectivity.
- f. Copper roofs must be allowed to turn brown or patina. No permanent shiny copper will be allowed. If asphalt shingles are used, the edge cap detail must be used to finish the edge appearance.
- g. All residences at Flagstaff Ranch Golf Club should have pitched roofs with a minimum of four feet in twelve and a maximum pitch of twelve feet in twelve. Mansard roofs are prohibited.
- h. Low sloped roofs (roofs with a pitch of between three feet in twelve and four feet in twelve.) may be used for not more than 30% of the total roof area where required for sound architectural reasons. Low sloped roofs must be separated by sloping roof systems, parapets or other architectural components so that the largest un-separated low slope roof area does not exceed 500 square feet. Low sloped roofs must be finished with a colored aggregate ballast or cap sheet matching the walls or other roof materials of the residence.
- i. All reproofing/replacement roofing materials must also comply with the above standards.
- j. Due to possible ice dams, extreme care should be taken into consideration when selecting roof underlayment.

2.8 CHIMNEYS

Well-proportioned chimney masses can be used as sculptural features complementing the overall qualities of the house. Fireplace chimney flues must be constructed of materials consistent with the design of the home and must be sited to avoid obstructing views from adjacent properties. In addition, caution must be exercised to avoid the proximity of smoke to neighboring residences. Exposed metal flues for wood burning manufactured fireplaces will not be permitted. These flues must be enclosed up to a point just below the spark arrestor. Gas fireplace flues may be exposed up to a maximum of 30" exclusive of the cap. The exposed flues and cap must be painted to match the roof. Gas fireplace sidewall direct vents must be painted to match the exterior wall. All chimneys and gas fireplace flues must be shown to scale on the appropriate elevation drawings. Due to the extreme fire danger, usually present in this alpine region, a complete chimney system with U.L. or I.C.B.O-approved spark arrestors is required. This is also a requirement for outdoor fireplaces, except where a gas, manufactured vent-free fireplace, specifically designed for outdoor use, is utilized.

2.9 FIREPLACES, BARBECUE GRILLS AND FIRE PITS

- a. Interior and exterior fireplaces may be either gas burning or wood burning. In all cases they must comply with all codes and any applicable manufacturers installation instructions. The use of gas burning fireplaces is encouraged to promote clean air.
- b. Fire pits must be fueled by gas or propane. Wood burning fire pits are prohibited.
- c. Portable grills are permitted provided that they are gas or propane fueled, lidded and properly covered when not in use. Charcoal or wood burning portable grills are prohibited.
- d. All exterior fireplaces, grills and fire pits must be contained within the rear yard patio or deck.

- e. All of the above equipment must also comply with the Fire Mitigation Requirements contained in Appendix S.

2.10 EXTERIOR COLORS

- a. General Color Requirements - All exterior colors on the structure must be muted earth tones that blend with the natural environment of Flagstaff Ranch. Exceptions may be approved for limited use as small-scale accent colors for window frames (not to include the adjacent trim) and front entry doors. Specific color requirements are as follows:
 - 1. All painted surfaces must have an LRV (Light Reflective Value) no less than 10 and no greater than 40.
 - 2. All stained surfaces must be muted earth tones and have the appearance of a natural wood color. Although LRVs do not directly apply to stain colors, the stained material must not be excessively light or excessively dark.
 - 3. No colors approaching the primary color range (red, blue and yellow) will be permitted. Limited use of red may be approved for window cladding or front entry doors. This approval will not extend to trim around windows.
 - 4. No color approaching white will be permitted including light gray and off-white.
- b. Body and Trim - The applicant must submit exterior elevation drawings that clearly identify where each color will be applied. This would include the primary body color, a secondary body color (accent color), if any, the primary trim color and a secondary trim color, if any. The overall color scheme should meet the following requirements:
 - 1. All corner boards must be painted or stained to match the body color or the trim color.
 - 2. The body and trim colors should be complementary and should not reflect an extreme contrast (light to dark). Generally, an LRV difference of more than 20 points will not be approved.
 - 3. Garage doors should be painted or stained one color, and that color should match or closely match the body color of the home. Rusted steel doors may be approved if they blend with the body color.
- c. Roofing – The roofing material must meet the General Color Requirements in Section (a) above. Metal raised seam roofs must also have a low gloss finish with less than 10% reflectivity. Copper roofing is acceptable if it is allowed to naturally oxidize. All projections through the roof must be painted to match or closely match the roof.
- d. Window frames – Painted wood and aluminum clad window frames should meet the General Color Requirements in Section (a) above unless an exception is approved for to allow the window frames to be an accent color. Vinyl window frames may not be white and must have an LRV of 55 or less.
- e. Gutters and Downspouts – These items must be painted to match or closely match the material to which they are attached.
- f. Stone – The colors of any stone used on the exterior of the home must blend with the overall color scheme.

2.11 WINDOWS AND SKYLIGHTS

- a. Windows that are trimmed with heavy frames, or are recessed from the outside wall plane, are strongly encouraged to suggest thick walls and traditional workmanship. While the elevations will differ on various sides of the house, windows on all sides must be treated with the same attention to detail as given to the front or street elevation. All window trim should include appropriate architectural detail. Simple “picture

frame” trim is not permitted. All facades shall contain some degree of doors, windows or other openings in the walls. Unusual window shapes, insensitively placed, will not be approved. Sloped window heads must be shaped to match rooflines or must be arched or level. Scissor truss windows with slopes not matching the roofline will not be permitted except under an exterior roof supported by scissor trusses. The glass of windows shall not be highly reflective. Low-emissivity (Low-E) window coatings are encouraged.

- b. Skylights should be integrated into the design of the roof and illustrated in elevations. Frames must be low profile and dark in color to blend with roofing material. Double-glazed units with glass (clear or tinted) are required. No plastic glazing or bubble-type skylights are allowed. The glass of the skylights shall not be highly reflective. All glass must be tempered or double paned.
- c. Interior shutters and window coverings, when visible from outside the home, must be of neutral color avoiding primary colors, with the exception of white which is permitted, but discouraged
- d. Glass block will be allowed only on a limited basis where both privacy and natural lighting are required. When used, glass block should be recessed from the outside wall plane or surrounded by trim. More traditional applications of obscure glass are recommended.
- e. Any exterior window covers, shutters or wrought iron guards must be approved by the DRC.

2.12 BUILDING PROJECTIONS

All projections from a residence or other structure including but not limited to, extended overhangs, vents, gutters, flashing downspouts, utility boxes, porches, pergolas and railings, shall be painted or finished to match or blend with the surface from which they project in terms of color, texture and materials. Building projections must comply with Coconino County building code and setback requirements.

2.13 GARAGE DOORS

Because a garage is a major element in most homes, a garage door should be fully integrated into the design of the architecture and may vary greatly from home to home. Garage doors should be treated with decorative relief cuts or panels. Decorative wood garage doors are encouraged. Garage doors should be all wood or must be faced with a siding material used elsewhere on the building. High quality metal garage doors may be approved by the DRC if they include appropriate design elements. Single garage doors may not be larger than 9’ wide x 8’ high. Double garage doors may not be larger than 18’ wide and 8’ high. Oversized doors (wider than 18’ or taller than 8’) will only be allowed if they are not visible from the street and are screened from neighboring properties by mature vegetation. Unpainted or unstained plywood or fiberglass doors are not permitted. Carports are prohibited.

2.14 SOLAR ENERGY DEVICES

Solar Energy Devices as defined by Arizona Revised Statute 44-1761 may be installed. These devices must be integrated into the architecture of the home. Colors and finishes must be approved by the DRC. Solar Daylighting devices (such as Solatubes and Velux Sun Tunnels) are included as Solar Energy Devices and may be installed subject to the following specific requirements. No more than 6 devices per home. No more than 2 devices visible from the street. No more than 2 devices visible from the Golf Course. The housings and flashing must blend in with roof color.

2.15 ALTERATIONS OR ADDITIONAL CONSTRUCTION

All alterations or additions to the approved plans before, during or after the construction process must first be approved by the DRC. This includes the remodeling of existing residences.

2.16 ENTRANCES AND FRONT DOORS

Because the entrance is a major element in most homes, a front door should be fully integrated into the design of the architecture and may vary greatly from home to home. Entrances proportioned to convey a sense of human scale are more appropriate than those with exaggerated dimensions. The clean lines of restrained and understated entries are appropriate. Entries too ornate, monumental or imposing will not be approved. Twelve feet height for a front entry roof is generally desired. Higher entry roofs may be considered by the DRC. Unpainted or unstained plywood or fiberglass doors are not permitted.

2.17 OTHER STRUCTURES, PLAY STRUCTURES AND ORNAMENTAL OBJECTS

- a. Pet restraining/tethering/anchoring systems and invisible fences
 1. Zip Line and/or clothesline type tethering systems are prohibited.
 2. Ground anchoring systems are allowed.
 3. Invisible fence restraining systems are allowed but discouraged. Owners are responsible for the control of their pets and violations of all rules pertaining to unrestrained pets (see section 13.4 in the Master Covenants, Conditions and Restrictions) will be strictly enforced.
- b. Dog houses are only permitted within an approved pet run and must not be visible from any adjacent lot, common area or the golf course.
- c. Flagpoles are permitted only as state law provides for the display of the American flag and must be approved by the DRC prior to construction or installation.
- d. Exterior play structures and portable play equipment, and ornamental objects such as, but not limited to, slides, trampolines, tree houses, play gyms, basketball goals, swing sets, playhouses, hammocks, rope swings and sculptures, are prohibited. Fountains, ponds, statues, and bird feeders require DRC approval. With the exception of naturalistic water features, these objects are not permitted in front or side yards and must be of a scale appropriate to the adjacent residence and be compatible with the architectural character of the community and must have colors within the Light Reflectance Range of 15-40. All objects must be within the Building Envelope. The DRC reserves the right to reject, or require complete screening for any proposed equipment or ornamental object.
- e. Golf ball screening, such as netting, is prohibited.

2.18 WATER CONSERVATION

The use of low-flush toilets, water-saver showerheads and faucets are encouraged. Flush toilets should not exceed a flow rate of 2.5 gallons per flushing operation and shower heads/faucets should not exceed a flow rate of 3 gallons per minute. Lot owners are also strongly encouraged to utilize water-conserving faucets, washing machines and dishwashers.

2.19 PATIOS, DECKS AND PORCHES

Patios, decks and porches shall be designed as an integral part of the architecture of the residence. Where the bottom side of an elevated deck is visible from other properties, in particular at second level decks and porches, it will be required that visible framing members be enclosed by finished materials that coordinate

with the architecture. The use of heavy timber framing members on the underside of an elevated deck may be used in lieu of enclosed finished materials. The underside of porches and patio covers not constructed with heavy timbers must be covered in a finished, fire resistant material.

2.20 AWNINGS

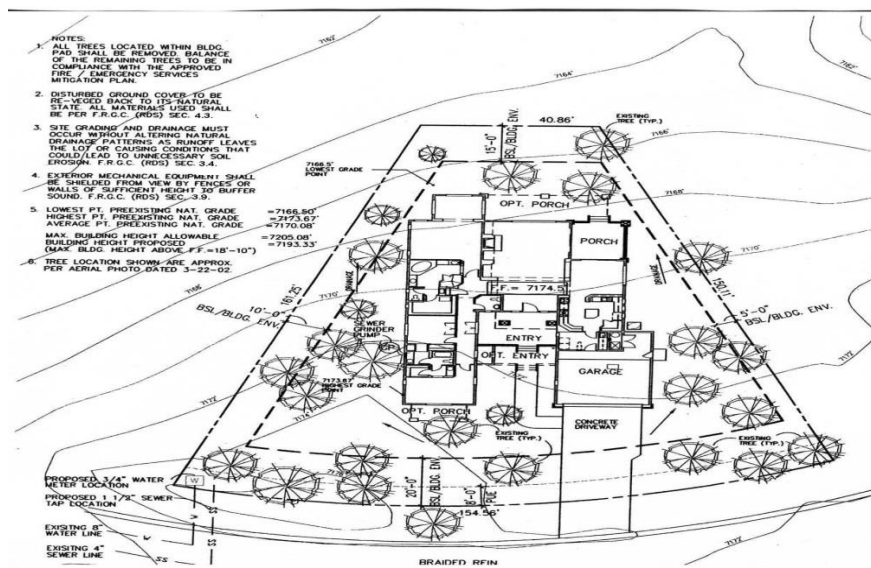
Awnings require DRC approval. Canvas awnings are prohibited. Awning colors and materials must complement the residence's exterior.

2.21 FIRE MITIGATION REQUIREMENTS

All structures and lots shall comply with the Fire Mitigation Requirements as shown on Appendix S.

3.0 SITE PLANNING

- a. There are many important factors to be considered in the design of improvements at Flagstaff Ranch Golf Club. It is the intent of these Residential Development Standards to ensure environmentally sound and aesthetically pleasing development at Flagstaff Ranch Golf Club.
- b. The location and orientation of all residences and structures must be approved by the DRC in writing prior to submittal to Coconino County for plan review.
- c. Please refer to Appendix S for current fire mitigation information.
- d. Lot coverage shall comply with current Coconino County requirements.



3.1 LOT RESTRICTIONS AND COMBINATIONS

- a. Only one residence may be pre-constructed on a lot. If an owner owns two contiguous lots and wants to combine the two lots into a single home-site, the owner may do so only with the prior consent of the DRC. When considering whether to combine lots, the owner must recognize that all other provisions and conditions of the CC&Rs and the Bylaws apply. In considering whether to approve a lot combination request, DRC focus will be placed on, but not limited to the following:
 - 1. Adverse impacts to adjacent properties due to adjustments in the Building Envelope
 - 2. Preservation of view corridors both to and from the newly configured lot
 - 3. Building height restrictions

- 4. Architectural massing
- b. The lot combination for a newly configured single lot must also be approved by Coconino County and must be recorded. All expenses associated with recording the new lot and pursuing any required governmental approvals are the responsibility of the owner.

3.2 SETBACKS, BUILDING ENVELOPE AND CONSTRUCTION ENVELOPE

- a. Minimum setback requirements are established by the Coconino County Zoning Ordinance. Waivers from certain of these requirements were obtained at the time the subdivision was approved. The required setbacks are:

TYPICAL FLAGSTAFF RANCH LOTS

(Owner is responsible for confirming setbacks with Coconino County)

<u>LOT LINE</u>	<u>1-45 & 101-214</u>	<u>46-100</u>
Front	20 ft.	20 ft.
Side	20 ft.	alternating 5 & 10 ft.
Rear	20 ft.	20 ft.

TYPICAL ASPEN SHADOWS AND ASPEN RIDGE LOTS

(Owner is responsible for confirming setbacks with Coconino County)

<u>LOT LINE</u>	<u>ALL AS & AR LOTS</u>
Front	20 ft.
Side	alternating 5 and 10 ft.
Rear	15 ft.

- b. The Building Envelope is that portion of each lot within which all improvements, including structures, decks, walks, landscaping, fencing, and mechanical equipment must be located, and is the only area of the lot where alterations of or disturbance to the natural landscape may occur and must comply with the Coconino County Building Code. The Building Envelope is the area defined by the lot setbacks. The specific Building and Construction Envelopes for each lot will be mutually determined by the owner and the DRC in order to protect and preserve the natural landscape features of the lot. The most appropriate size and location of the Building Envelope shall be identified for each lot based on the natural features of the lot, view relationship to and from adjacent lots, topography, setbacks, and access to the street. Thereafter, the DRC may allow slight modifications to the Building Envelope when, in the DRC's sole opinion, such a modification is essential to the successful completion of design of the home and there are no reasonable options or alternatives available for the design of home, and only if view corridors from surrounding lots, privacy of neighboring homes, natural features and vegetation on the lot, and the overall character of the development are, in the sole discretion of the DRC, not unreasonably affected. Such variances may be granted by the DRC upon application and payment of the appropriate review fee. The owner must obtain final approval by Coconino County.

- c. Building Envelopes shall not encroach upon any required minimum setback, except for a single driveway access no wider than 16 feet crossing the front setback. Any exceptions may be approved by the DRC on a case-by-case basis after providing the effected adjacent property owner(s) an opportunity to comment. For corner lots with frontage along two road rights-of-way, the County authorities customarily assign their requirement for a rear setback to the property line which is opposite of the shorter/narrower of the two street frontages; the owner shall bear the responsibility for contacting Coconino County to confirm setback configurations for such a lot prior to the preparation of a preliminary site plan for improvements and the Preliminary Design Submittal to the DRC.
- d. Construction Envelope shall meet the following requirements:
 - 1. Must be defined and submitted with preliminary design plans for DRC approval.
 - 2. Shall not extend more than eight (8) feet beyond building perimeter
 - 3. In no event shall the Construction Envelope extend beyond the property line
 - 4. Construction Envelope shall further define ingress/egress to Building Envelope
- e. Setback requirements for future subdivisions shall meet the above requirements unless Coconino County waives such requirements in the process of approving such subdivision.

3.3 SITE WORK

- a. No excessive excavation or fill will be permitted on any lot, except where specifically allowed by the DRC due to terrain considerations. Every attempt should be made to balance cut and fill with minimal use of retaining walls and engineered building pads. The total quantity of cut and fill on any lot that is not concealed by or filled in by the building, shall not exceed 500 cubic yards. Visible exterior cut and fill depths shall not exceed 48". Use of retaining walls and engineered building pads shall be submitted for prior approval by the DRC. Refer to Section 2.4(f) for design requirements for steep lots.
- b. The developer of Flagstaff Ranch Golf Club implemented a Forest Stewardship Plan over the entire property, including all lots. Trees were selectively thinned to reduce fuel loads and open view corridors. Additional clearing of any lot is subject to prior approval by the DRC.
- c. The retention of trees over 12" in diameter or over 30' in height is strongly encouraged. Clear cutting of the Building Envelope is never allowed. Any cutting of trees or vegetation must first be approved by the DRC, except for the pruning of dead limbs, removal of dead trees and the cutting and removal of trees with a trunk diameter of four (4) inches or less and which are bowed, leaning, severely misshapen, diseased or sparsely needed.
- d. Tree stumps can be removed anywhere on the lot without the DRCs approval. Removal of live trees over 12" without the approval of DRC will result in a penalty fine of \$2,500 per tree. The DRC maintains a map of these trees for review by the individual lot owners. Any decision to remove the trees requires the total removal of the tree to grade.
- e. Great care must be taken in designing improvements around existing trees so the root system remains undamaged and the supply of water is maintained. In general, the "drip line" of the trees should remain 80% clear of improvements, with no improvements closer to the trunk than halfway from the drip line to the trunk. The "drip line" is the circumference of the branches of the tree projected onto the ground. In addition, no turf grass may be grown within the drip line.
- f. All areas of a lot disturbed during construction must be restored to natural condition.

3.4 GRADING AND DRAINAGE

- a. Developing a proper drainage plan is the responsibility of the owner. Site grading and drainage must occur without altering natural drainage patterns as runoff leaves the lot, and without causing conditions that could lead to unnecessary soil erosion. In some cases, the DRC may allow re-routing of a portion of a drainage way within the boundaries of the Building Envelope. This will be considered on a case-by-case basis, and it should not be assumed it would be allowed in all cases. Reasons for denial of moving a drainage way may include the possible loss of trees, the visual quality of the drainage way or for civil engineering purposes.
- b. Surface drainage upon and across any lot must be addressed through the implementation of sound construction and grading practices. Any improvement that creates an obstruction to surface flows resulting in a backup of storm waters onto a neighboring lot or tract is strictly prohibited.
- c. Ground floor levels should be established at a vertical elevation such that the final placement of backfill, walks, drives, and porches will produce a positive drainage away from the structure in all directions. The inclusion of foundation waterproofing and a perforated-pipe foundation drainage system are recommended along uphill and side-hill foundation walls on hillside lots.
- d. Residential design for sloping lots with a variation of natural grade elevation in excess of four feet across the footprint of the proposed structure must incorporate slope considerations into the design solution, so that the proposed structure steps up or down with the natural slope.
- e. Culverts may be required by the DRC where driveways intersect streets. All culverts, bridges, or other drainage structures constructed to prevent the erosion of slopes or soils and/or the exposure of the conduit or any unfinished structure. These structures must be finished in integrally colored concrete, or other DRC-approved material. Boulders and landscaping are also encouraged to screen drainage structures. Culverts must be sized to accommodate existing roadway drainage and/or site drainage.
- f. Approval of a drainage plan by the DRC does not make the DRC liable, responsible to the Owner or others with respect to the adequacy of the engineering, or otherwise, but merely implies compliance with the intent of these Residential Development Standards and with design aesthetics. DRC approval does not eliminate or reduce in any way the obligation of the Owner.
- g. Any drainage damage that may occur from one lot to other lots, streets and roads, common areas, open spaces or the golf course, because of a change in existing drainage conditions, will be the responsibility of the owner of the lot that caused the altered drainage flow. The owner shall comply with all legal requirements and be responsible for all damages resulting from changes in existing drainage conditions.

3.5 ACCESS DRIVES

- a. Access drives shall minimize disruption of the existing landscape. Consideration shall be given to all-important natural features in locating and routing the access drive.
- b. Each lot shall have a single vehicular access point, except that, in certain circumstances, the DRC may approve a second entry, if deemed appropriate, on a case-by-case basis. The graded or paved surface of an access drive shall not exceed sixteen (16) feet in width where it crosses the front setback of the lot. Except for that portion of the driveway in the front right-of-way, all drives and parking areas must be

contained within the Building Envelope. In cases where constrained by lot size, the parking area may be within the minimum setback.

- c. Care must be taken to avoid sudden transitions in the driveway steepness or grade, especially near the street.
- d. The proposed surface of the driveway is subject to prior approval by the DRC. All driveways and visible paved areas must be colored and/or exposed-aggregate concrete, colored pavers, "Bomonite", or other similar material approved by the DRC. No uncolored concrete or asphalt driveways are permitted.
- e. Access drives to lots 135, 177 and 193 must include a turnaround with a radius of at least twenty-five (25) feet. The turnaround must be submitted for approval by the DRC and the Flagstaff Ranch Fire District.

3.6 GARAGES AND ON-SITE PARKING

All homes must include a garage with a minimum capacity of two vehicles. In addition, each lot must have space on the driveway for at least two guest vehicles. Unless constrained by lot size, these spaces should be within the Building Envelope.

3.7 UTILITIES

- a. Each lot has a transformer cabinet, sewer tap and water tap at the front property line. Service lines from the transformer and sewer/water taps to the residence are the responsibility of the owner and shall be brought to the residence via the shortest route provided that such routing minimally disrupts the existing landscape. Disturbed areas shall be restored to their natural condition.
- b. The wastewater collection system for Flagstaff Ranch Golf Club is mainly a low-pressure force-main concept. Thus, most residences will be equipped with a package sewage grinder pump. The grinder pump location shall be approved by the DRC prior to installation and shall comply with all requirements of Flagstaff Ranch Mutual Waste Water Company. Each owner shall be responsible for the repair and maintenance of the grinder pump.

3.8 FENCING AND WALLS

Site walls or fences must appear as a visual extension of the residence, using similar materials and finishes. In no case will site walls or fences be permitted to arbitrarily delineate the Building Envelope, although it is understood that such walls or fences may define pet runs or small yards, courtyards or terraces in close proximity to the residence for the purpose of privacy. Fences that enclose an area to be used as a pet run must provide complete visual screening. No fence or wall may exceed six feet in height, measured from the existing natural grade, and they may not encroach into any required setback. All improvements under this section must be approved by the DRC prior to installation.

3.9 MECHANICAL EQUIPMENT

Roof mounted and wall mounted mechanical equipment are prohibited. Exterior mechanical equipment must be ground mounted adjacent to the residence and shielded from view by fences or walls of sufficient height to buffer sound and be located inside the building envelope. Such improvements shall be approved by the DRC prior to installation. Any mechanical equipment to be added after construction, such as AC units, must be approved by the DRC. Site walls or fences must appear as a visual extension of the residence, using similar materials and finishes.

3.10 TRASH ENCLOSURES AND OUTDOOR STORAGE

If you plan to store your trash cans outside, a trash can enclosure must be built inside the building setback to comply with the Master Association Rules. Outdoor areas housing trash containers, firewood, maintenance equipment, or storage shall be constructed of the same material as used on the main residential structure, and containers shall be screened from off-site view. The enclosures may not be in front of the building. If the lot is too narrow to have a trash enclosure inside the building envelope, trash receptacles will be placed in the garage. No clotheslines are allowed. All such enclosures and improvements are subject to prior approval by the DRC.

3.11 STORAGE TANKS

Fuel tanks, water tanks or similar storage facilities are prohibited.

3.12 ANTENNAE AND SATELLITE DISHES

- a. The location of a satellite dish shall be submitted for approval by the DRC **prior** to installation. **Placement of a satellite dish prior to DRC approval will result in the assessment of a fine to the property owner.** Placement of all satellite dishes, either ground-mounted or building-mounted, shall be integrated with the architectural design of the home. Consistent with proper operation of the dish, an inconspicuous location shall be selected. Consideration for placement shall not be determined by ease of installation. Small diameter satellite dishes are permitted, but the location, type and size shall be submitted to the DRC for approval. All cable runners resulting from installing a satellite must match existing home colors.
- b. No antennae are permitted. Television reception will primarily occur via a cable system installed by the developer. On-site antennae required for the purpose of radio transmission relating to fire protection or police/security matters may be allowed with DRC approval.

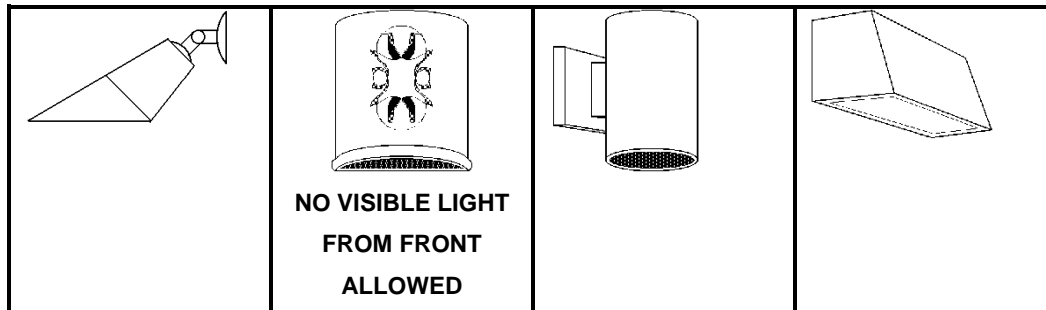
3.13 ADDRESS IDENTIFICATION AND OTHER SIGNAGE

Address identification signs must be at least four inches (4") high and must be submitted for prior approval by the DRC. For temporary construction signage, refer to Section 6.17.

3.14 LIGHTING

- a. The developer has provided a uniform street lighting scheme. Additional lighting by an owner to the right-of-way is prohibited.
- b. Site lighting within the Building Envelope shall be allowed subject to the following conditions:
 1. All exterior lighting shall conform to the standards set forth in the Coconino County Lighting Ordinance for Zone 1 or these Residential Development Standards, whichever is more restrictive. It is the owner's responsibility to obtain a copy of the most current version of the Coconino County Lighting Ordinance for Zone 1 and of these Residential Development Standards.
 2. All exterior lighting shall be fully shielded and directed downward to minimize light spilled into the night sky, streets or adjacent properties.
 3. All exterior lighting must be a low-level subdued intensity. No fixture will be more than 60 watts or 850 lumens. The maximum number of lumens for exterior lighting will be 10,000 per residence. LED lights are permitted but must have a Kelvin (K value) of 3000 or less.

4. Exterior security flood lighting, including but not limited to flood lighting that is motion activated, is strictly prohibited and is a per se violation of these Design Standards.
 5. Solar-powered lights of 5 watts or less per fixture used for landscaping applications and to illuminate walkways and driveways are permitted. Non-solar landscaping, path and driveway lights must comply with all requirements of this section. Fixtures for all path and driveway lights may not exceed 30" in height and should be placed at least 8' apart.
- c. All exterior lighting must be submitted for prior approval by the DRC.
- d. Examples of fixtures that are 'fully shielded' (Note: to be fully shielded, these fixtures must be closed on top and mounted such that the bottom opening is horizontal):



3.15 SWIMMING POOLS AND SPAS

- a. Outdoor spas shall be designed as a visual and natural physical extension of the residence through the use of walls or courtyards and must be fully shielded from view.
- b. Outdoor Spas must be constructed according to Coconino County regulations or the current Building Code, whichever is more restrictive.
- c. All outdoor spas must be submitted for prior approval by the DRC.
- d. Outdoor swimming pools, wading pools, outdoor 'endless' pools, and the like are prohibited in favor of the Community Center common facilities.

3.16 TENNIS AND SPORT COURTS

Tennis and other sport courts and all wall-mounted or freestanding basketball goals are prohibited. [See 3.0.c.]

4.0 LANDSCAPING DESIGN GUIDELINES

- a. Flagstaff Ranch Golf Club's goal is to develop a sustainable community that is incorporating Best Management Practices into the successful design of its golf course and community. Our strategy to achieve that goal includes encouraging the use of indigenous plant species wherever possible when landscaping. One landscape strategy to achieve that goal includes the installation of indigenous and/or well-adapted drought tolerant plant species whenever possible. Please refer to Appendix Q for the Approved Plant List.
- b. A landscape and irrigation plan shall be submitted no later than three (3) months after issuance of Coconino County's Certificate of Occupancy. However, it is strongly recommended as part of the final design plan submittal. The DRC will encourage landscape expression from registered landscape architects and landscape designers. Landscape designs must be approved by the DRC prior to ordering or installation.

- c. Landscape installation must be completed within nine (9) months of issuance of Certificate of Occupancy or the landscape portion of the Construction Deposit will be forfeited.
- d. A variance for landscaping outside the Building Envelope may be requested by the property owner. A written description of the variance must be submitted with the landscape plans.
- e. Every effort should be made to develop simple landscaping plans that reflect site-sensitive and site-specific design through a careful analysis of the site's specific setting and features. The DRC reserves the right to reject any landscaping scheme that may interfere with the natural appearance of the forest community. Complex, high-density, excessively diverse or formal landscaping plans will be rejected.
- f. Care must be taken during the sitting of the residence on the lot to allow planting space for perimeter landscaping, which is within the Building Envelope All disturbed areas of the site must be restored to their natural condition as nearly as possible and some limited planting may be required to achieve this goal.
- g. \$1,500.00 of the construction deposit will be withheld until approved landscaping is complete. Once completed, a DRC representative will inspect and confirm completion and the remainder of the deposit will be returned within 30 days.

4.1 SPECIFIC LANDSCAPE AREAS

- a. The Natural Area consists of the entire lot outside of the Transitional Area or Building Envelope and Private Areas. This area shall remain as natural and undisturbed as possible through the use of temporary fencing prior to construction, etc. Any landscaping proposed within the Natural Area must approximate the low density and irregular placement of the native vegetation. Landscaping in this area will be allowed only where an area is lacking in natural vegetation and must be approved the DRC.
- b. The Transitional Area is that area from the residence outward in all Directions a minimum of 30 feet (but not to exceed the Building Envelope boundary) within which a property owner may enhance the landscape and provide a "transition" from the forest to the residence. Minimal alterations to the natural landscape are allowed within this area. It is especially important to cover or re-vegetate any disturbed areas. All landscaping must be approved by the DRC prior to installation.
- c. The Private Area is any area within the Building Envelope that is shielded from view by fences or walls and within which an owner may create as varied a landscape as desired. Material, however, which is not included on the approved plant lists, must have a mature height not to exceed wall or fence heights. Plans must be submitted for approval by the DRC prior to all landscaping of private areas.

4.2 RESTORATION/ LANDSCAPING

Any areas disturbed by construction or other activity shall be restored and replanted to natural-looking condition in a manner consistent with each designated area.

4.3 CONSERVATION OF NATURAL RESOURCES

- a. Owners and builders are advised that the Lots and Open Spaces contain valuable Natural Resources. Great care must also be taken in designing the site improvements around the existing trees so the root system remains intact and undisturbed. Compacting of the wide shallow roots of Ponderosa Pine trees by driving over them and storing heavy building materials under them can be devastating to their continued good health.
- b. Minimum tree protection requirements include flagging and temporary fencing or barricades around 1-1/2 times the width of the drip lines of all native trees prior to any construction starting on the site. The DRC

strongly recommends fencing any undisturbed areas completely prior to construction to retain all native flora and natural features. This will result in much less restoration work needed and therefore less materials and water expended.

- c. The DRC shall have the right to flag major terrain features or plants that are to be preserved and fenced off for protection. Any trees, branches or other debris accumulated during construction must be promptly cleaned up and immediately removed from the site.

4.4 SCALE OF PROJECT

The Flagstaff Ranch Golf Club Guidelines require that all visible exterior improvements be approved by the DRC, regardless of scale. A less formal plan may be approved for simple additions that will have minimal impact on adjacent properties.

4.5 APPROVED PLANT LIST

- a. In landscaping Transitional Areas and Private Areas, owners may select from approved plants and trees that are listed in Appendix Q of these Residential Development Standards. The Approved Plant List includes species that are indigenous to the Flagstaff area as well as acceptable substitutions that perform well here yet do not threaten our native species.
- b. Plants proposed for the Natural Area will be carefully scrutinized and more likely to be accepted if they are indigenous.
- c. Requests may be made to the DRC for the implementation of other types of plants for use in the Transitional Areas. The DRC may, in its sole discretion, approve or deny such requests on a case-by-case basis.

4.6 PROHIBITED PLANT LIST

The plant materials set forth in Appendix R of these Residential Development Standards are prohibited.

4.7 GRASS AND LAWNS

Except in a Private Zone, only approved native or approved grasses may be planted, as indicated by the plant list. No groomed, artificial or formal lawns are allowed except in private areas.

4.8 TOPDRESSING

- a. All disturbed areas should be top-dressed or restored to their natural state with a 2-1/2" minimum depth of small bark mulch or wood chips. Native seeding is encouraged with grasses and perennials from Appendix Q. The area should be grubbed and scarified prior to seeding with light mulch (1/4" +/-) topdressing.
- b. Natural-looking gravel, not to exceed 1" in diameter can be installed within 10' of building. This is a good idea for fire safety. Cinnamon, Nutmeg, Black Cherry, Chocolate and other similar natural colors that look like bark mulch may be acceptable. Gravel sample to be provided with design submittal if different from this list. A minimum 2" depth with a weed barrier is recommended.

4.9 WATER AWARENESS

- a. Landscape designs must minimize water consumption. Automatic irrigation systems are recommended for landscape establishment; especially low-water use drip irrigation for plants. Owners are encouraged to water plants deeply and infrequently after plant establishment.
- b. Pop-up rotors for native grass/ meadow establishment may be approved on a case-by-case basis. It is difficult to establish seed without supplemental irrigation. An irrigation plan would need to be submitted for this use, with a watering schedule included for length of estimated establishment period.

- c. Irrigation equipment, valves, etc., shall be installed underground except for the backflow preventer as required to be above ground. This device shall be painted, covered or screened from the street, common areas and neighboring properties in a natural manner to be approved by the DRC.
- d. The owner is solely responsible for any impact on drainage, erosion or foundation damage that may occur as a result of irrigation systems. Approval of a landscape design by the DRC does not relieve the owner of said responsibility.
- e. Drainage swales or pipes should not be routed into a neighboring residential property. Owner will be responsible for any erosion caused beyond property boundaries by drainage. Swales should taper off after Transitional Areas or be routed into bio-swales, rain gardens or depressions with plant material, located at least ten (10) feet downhill from residence to keep drain water on site. Check with County Extension for more information on Rain Gardens and suitable plant material for same.
- f. Although owners are responsible for getting approval from the DRC prior to installation, water features, such as fountains, ponds, and waterfalls are highly discouraged.

4.10 FIRE SAFETY

All landscaping and lot conditions shall comply with the Firewise Community Standards included in Appendix S.

4.11 LANDSCAPE DESIGN CHECKLIST:

Include or address all items on this list prior to submitting plans for DRC approval.

- a. Plans prepared professionally by a registered landscape architect or landscape designer approved by the DRC.
- b. Plans must be done to scale: 1/8" scale or 1" = 10'-0" are acceptable.
- c. Include plants from approved list or call out reasoning to use variety not included on list. Trees or tall shrubs should not be installed in a location that would block neighboring views of the golf course or touch house in a mature size.
- d. Include a plant legend calling out common and botanical names, sizes and quantities of each plant species.
- e. Show scale and north arrow.
- f. Show Building Envelope and/or Transitional Area, Property Lines, any Private Areas, Natural Area beyond Envelope, Native Plants and features. Show Residence, Drive, Walks/Paths, Walls, AC Units, Gas Meters, Decks, Patios, any other new building features.
- g. Show any grading contour changes not done in preliminary construction including berms or swales.
- h. Any retaining or planter walls should be shown with heights, materials and construction detail including footings. Retaining walls will not be allowed outside of the Building Envelope unless it can be shown that it is necessary for the landscape and must be approved by the DRC.
- i. Show groundcover/ topdressing type and depth for all landscape areas. A sample will be required if groundcover is different from those listed in Section 4.8.
- j. Show any drain swales or underground drain piping to be installed. Call out or provide sample of any riprap material (show size), to be used in drainage swales. Call out type of weed barrier to be used under rock.

- k. Show any pathways around house with width, material and depth called out. No paths will be allowed from residences to Golf cart pathways so as not to break up the continuity of the natural surroundings.
- l. List method of watering for plant establishment. If a drip irrigation system is to be installed, show location of Backflow preventer (with screening), Irrigation Controller and Valve locations. If a pop-up rotor spray is to be installed for native grass establishment, submit an irrigation plan with lateral, valve and head layout and total gallons used per valve per watering. Include a watering schedule and establishment period.

5.0 DESIGN REVIEW PROCEDURES

All plans submitted to the DRC must be signed and dated by a registered architect or a designer who has met the DRC qualifications by interview, examples of work and references. All plan revisions must be noted and dated. Site-sensitive, site-specific design shall be fundamental at Flagstaff Ranch Golf Club. Design drawings should evolve from the careful and thorough analysis of a site's specific setting and features. Therefore, owners and/or their architects or designers shall refrain from approaching a site with a predetermined design expecting to "make it fit", with little regard to natural constraints. Flagstaff Ranch Golf Club established this review procedure to assist the applicant through the design process in its appropriate sequence. Plans and specifications shall be submitted to the DRC in accordance with the following procedures. The DRC has established reasonable fees for the design review process as described in Appendix B. The DRC will not process any submittals for a property that is delinquent on Master Association or Sub-Association Assessments.

5.1 PRE-DESIGN CONFERENCE

- a. Prior to preparing preliminary plans for any proposed site improvement or exterior building remodel, it is mandatory that the owner and/or his architect meet with the DRC architectural consultant on-site to discuss proposed plans and to resolve any questions regarding building requirements at Flagstaff Ranch Golf Club. The pre-design conference application and fee will be due prior to scheduling this meeting. The DRC architectural consultant will schedule an on-site meeting with the applicant within fourteen (14) days of complete pre-design conference application and fee. This informal review offers guidance prior to initiating preliminary design. Within five (5) calendar days, the architectural consultant will prepare a letter for the Owner and to the DRC summarizing any comments from the meeting to assist in the preparation of detailed drawings and to document any proposed design features that were indicated to be unacceptable.
- b. The parameters and directives identified at each Pre-Design Conference remain valid for one year only. If the submittal of a preliminary design does not occur within twelve months of a Pre-Design Conference, a supplementary Pre-Design Conference is required to review any changes in site conditions or revisions to the Residential Development Standards that may have transpired.

5.2 PRELIMINARY DESIGN SUBMITTAL

- a. A complete preliminary design package shall be submitted to the DRC. Only complete submittals will be forwarded to the architectural consultant for review. Items required for preliminary design review are as follows (drawings should include 2 paper copies along with a digital file):
 1. Survey (scale 1" = 10' or 1" = 8') - This survey must be stamped by a registered land surveyor or licensed civil engineer within 120 days of the submittal. It must include lot boundaries and

dimensions, topography (2' contours or less), all trees of 8" diameter or greater, edge of pavement or curb and utility locations.

2. Site Plan (scale 1" = 10' or 1" = 8') - This site plan must include the entire property and show the building envelope (all minimum setbacks), all proposed structures, driveway, existing and proposed grades, finished floor elevations, trees of 8" diameter or greater including those to be removed, any retaining walls required, all utility sources and connections to the structure, location of AC stub-outs and satellite dish locations if known.
 3. Preliminary Floor Plans (scale 1/4" = 1') – These plans must show all finished floor elevations.
 4. Preliminary Exterior Elevation Plans (scale 1/4" = 1') - These plans must show both existing and proposed finished grades, plate heights, ridge heights, roof pitches, anticipated exterior materials.
 5. Preliminary Roof Plan (scale 1" = 10' or 1" = 8') - This plan must show all roof pitches.
 6. Other drawings that may be required by the DRC due to special conditions on the lot or the complexity of the design. These may be identified at the Pre-Design Conference or requested as a follow-up to the Preliminary Submittal.
 7. Completed Power of Attorney Form will be required if the owner will be represented by others during the Design Review process. (Appendix C)
 8. Fee for Preliminary Design Review (See Appendix B)
 9. Completed DRC Submittal Cover Form #1 (Appendix F)
- b. The fourteen (14) calendar-day review period indicated in Section 5.3 will not begin until all of the required items above have been received.
- c. If the location of a proposed satellite dish is not known at the time of this submission, an Application for Miscellaneous Items (Appendix K) will be required prior to installation.

5.3 PRELIMINARY DESIGN REVIEW RESULTS

The DRC architectural consultant will review the plans within fourteen (14) calendar days after preliminary design plan submittal and provide the DRC his/her recommendations. Within 14 calendar days, the DRC shall meet and make its decision. Additional time may be required in cases where Variances are requested. If preliminary design plans are approved, subject to section 5.4 and 5.5 hereof, the applicant must make any revisions deemed necessary by the DRC and submit for final design approval. If preliminary design plans are not approved, the applicant will receive a letter explaining the revisions necessary prior to resubmittal of preliminary design plans. As provided in Section 5.9 hereof, the applicant must then resubmit, following the same instructions as the original preliminary design plan submittal and pay the corresponding preliminary design plan re-submittal fee.

The owner, the owner's assigns, architect and/or builder shall have the right to attend the meeting of the DRC and, if they elect to attend, the time and place of meeting shall be by mutual agreement with the DRC. Any response they may wish to make regarding the results of a design review must be addressed to the DRC in writing. The DRCs approval of a preliminary design is valid for twelve months.

5.4 NOTICE AND SITE INSPECTIONS

- a. The DRC will post a notice on the lot stating that plans have been submitted for improvement of the lot and are available for review by other owners. Additionally, adjacent lot owners will be provided the notice by

letter to their address of record with the Property Owners Association. Other owners may submit written comments regarding the design prior to the meeting conducted by the DRC.

- b. A representative of the DRC will inspect the lot to determine that the conditions as depicted in the preliminary submittal are accurate and complete.

5.5 LOT OWNER AND FRGC MEMBER PARTICIPATION

Interested lot owners and FRGC members should contact the DRC to ascertain the time and place of the DRC meeting and reserve a place on the agenda if they wish. Lot owners and FRGC members that are on the agenda shall be allowed ten minutes to speak, while others shall be allowed five minutes to voice their concerns and opinions. The DRC, at any time, may choose to allow the different entities to speak for longer or shorter amounts of time, on a case-by-case basis, and may recess into an executive session.

5.6 FINAL DESIGN SUBMITTAL

- a. A complete final design package shall be submitted to the DRC. Only complete submittals will be forwarded to the architectural consultant for review. Items required for final design review are as follows (drawings should include 2 paper copies along with a digital file):
 1. Survey (scale 1" = 10' or 1" = 8') - This survey must be stamped by a registered land surveyor or licensed civil engineer within 120 days of the submittal. It must include lot boundaries and dimensions, topography (2' contours or less), all trees of 8" diameter or greater, edge of pavement or curb and utility locations. This is the same document required as part of the preliminary submittal.
 2. Final Site Plan (scale 1" = 10' or 1" = 8') - This site plan must include the entire property and show the building envelope (all minimum setbacks), all proposed structures, driveway, existing and proposed grades, finished floor elevations, trees of 8" diameter or greater including those to be removed, any retaining walls required, all utility sources and connections to the structure, location of AC stub-outs, grinder pump location and satellite dish locations if known. This site plan must incorporate any changes made since the preliminary submittal.
 3. Final Floor Plans (scale ¼" = 1') – These plans must show all finished floor elevations. These plans must include any changes made since the preliminary submittal.
 4. Final Exterior Elevation Plans (scale ¼" = 1') - These plans must show both existing and proposed finished grades, plate heights, ridge heights, roof pitches, and exterior materials to be used. These plans must incorporate any changes made since the preliminary submittal.
 5. Final Roof Plan - This plan must show all roof pitches. This plan must incorporate any changes made since the preliminary submittal.
 6. Building Section Plan (scale ¼" = 1') – This plan must show all existing and proposed grades.
 7. Automatic Sprinkler Plan or Proposal by a qualified installer.
 8. Other drawings that may be required by the DRC as part of the preliminary review due to special conditions on the lot or the complexity of the design.
 9. Completed Application for Final Design Review (Appendix H)
 10. Fee for Final Design Review (See Appendix B)
 11. Exterior Color and Materials Submission Package - The following items must be included in this submittal:
 - a. Painted or stained samples of all siding and trim materials to be used. The samples should be

- clearly marked and large enough to easily evaluate.
- b. A list of paint colors and stains to be used showing the manufacturer and color name and/or number. For paint colors include the LRV (Light Reflective Value).
 - c. Elevation drawing of all four sides of the home that clearly show where each color will be applied. Identify the specific natural stone to be used and describe the installation pattern. Provide a good quality photo showing the proposed stone and planned installation pattern. Provide a mortar sample, if applicable.
 - d. Manufacturers spec sheets for windows and exterior doors. For aluminum cladded windows, provide a sample of the cladding color along with the LRV. For vinyl windows, provide a sample of the frame color along with the LRV. If actual samples are not available from the manufacturer, the DRC may accept high quality photos showing the intended color. For exterior doors, provide photos or drawings along with samples paint or stain samples.
 - e. Sample and manufacturers spec sheet for roofing material.
 - f. Manufacturers spec sheet for garage doors along with a photo of the door style to be installed.
 - g. Photos or colored illustrations of all exterior light fixtures.
 - h. Description of the proposed driveway material and color
 - i. Method of submittal - Spec sheets, elevation drawings and other documents should be in a binder or a large labeled envelope. Samples of painted or stained siding and trim materials along with any other actual material samples provided should be applied to a "color board" of approximately 2' X 2' in size.
 - j. Delayed submittal option - Although discouraged, submittal of this package may be delayed until framing completion. Please keep in mind that the DRC may take up to 14 days to review this submittal. No painting or staining can commence and none of the included materials or products may be installed until the DRC has approved the package in writing.
12. Final Landscaping Plan (scale 1" = 10' or 1" = 8') - A landscape and irrigation plan shall be submitted no later than three (3) months after issuance of Coconino County's Certificate of Occupancy. However, it is strongly recommended that it be submitted as part of the Final Design Submittal. This plan should meet the requirements outlined in Sections 3.4 and 4.0
13. Construction Site Plan (scale 1" = 10' or 1" = 8') – This plan shall indicate the following:
- a. The building envelope per Section 6.1
 - b. Utility trenching
 - c. Proposed locations for covered dumpster and portable toilet.
 - d. Material storage areas
 - e. Driveway and parking
 - f. Location of Construction Sign
 - g. Location of required fire extinguisher
14. Fee for Final Design Review (See Appendix B)
15. Completed DRC Submittal Cover Form #1 (Appendix F)
- a. The Fourteen (14) calendar-day review period indicated in Section 5.7 will not begin until all of the

required items above have been submitted.

5.7 FINAL DESIGN REVIEW RESULTS

- a. The DRC architectural consultant will review the plans within fourteen (14) calendar days after the Final Design is submitted and provide the DRC his/her recommendation. Within (14) calendar days, the DRC shall meet and make its decision. Additional time may be required in cases where Variances are requested.
- b. If final design plans are approved, a written Final Approval Letter will be issued to the applicant; and subject to the additional requirements below, two sets of plans will be stamped, one set shall be retained by the DRC and the other set will be returned to the applicant along with a final approval letter, both of which must be submitted to the County. In no case will plans be stamped until they have been approved in writing by the Flagstaff Ranch Fire District and all fees and deposits have been paid per Appendices B and L. If the Exterior Color and Material Package and/or the Landscaping Plan was not approved as part of the Final Submittal, separate approval letters will be required before any work is performed. If final design plans are not approved, the applicant will receive a letter explaining the revisions necessary for final consideration. The applicant must then resubmit, following the same instructions as the original final design plan submittal and pay the corresponding final design plan re-submittal fee.
- c. The owner, architect the owner's assigns, and/or builder shall have the right to attend the meeting of the DRC and, if they elect to attend, the time and place of meeting shall be by mutual agreement with the DRC. Any response they may wish to make regarding the results of a design review must be addressed to the DRC in writing. The DRCs approval of a final design is valid for twelve months. If construction does not commence within twelve months of the final DRC approval date, the owner must begin the design review process again and pay all required Design Review Fees.

5.8 NATURE OF APPROVAL

Any approval of plans, specifications or proposed construction given by the DRC shall be only for the purpose of permitting construction of proposed improvements within Flagstaff Ranch Golf Club and shall not constitute compliance with city, county and state laws. SUCH APPROVAL SHALL NOT CONSTITUTE ANY APPROVAL, RATIFICATION OR ENDORSEMENT OF THE QUALITY OR ARCHITECTURAL OR ENGINEERING SOUNDNESS OF THE PROPOSED IMPROVEMENT, AND NEITHER THE DRC, ITS MEMBERS, THE BOARD, THE OFFICERS OF THE ASSOCIATION NOR THE DEVELOPER SHALL HAVE ANY LIABILITY IN CONNECTION WITH OR RELATED TO APPROVED PLANS, SPECIFICATIONS OR IMPROVEMENTS.

5.9 RESUBMITTALS OF PLANS

If an applicant is required or chooses to resubmit Preliminary or Final plans, an additional fee will apply per Appendix B.

5.10 CONSTRUCTION AGREEMENT

Prior to commencement of construction the Owner and Contractor must execute the Construction Agreement form, included as Appendix M, the Contractor Construction Deposit Agreement, included as Appendix G and the Owner Construction Agreement, included as Appendix H.

5.11 CONSTRUCTION DEPOSITS

The DRC will establish, subject to POA board approval, the amounts of Construction Deposits required from contractors and owners. These deposits will apply to all new home construction and other major projects requiring DRC approval. The current Construction Deposit schedule can be found on Appendix B. The Contractor Deposits will be deposited by the Contractor (or by the Owner on behalf of the Contractor) and shall be held, applied and refunded in accordance with the Contractor Construction Deposit Agreement included as Appendix G. The amount of Construction Deposit may be increased by 50% for Contractors who have been cited for 3 or more violations of the Construction Regulations on the current project or on previous projects within the community. The Owner Deposits will be deposited by the Owner and shall be held, applied and refunded in accordance with the Owner Deposit Agreement, included as Appendix H.

5.12 PRE-CONSTRUCTION INSPECTION

- a. Prior to the commencement of any construction activity on a lot, the owner and/or builder must meet with a representative of the DRC to review construction regulations, the approved construction envelope, planned tree removal and other construction issues listed in Section 5.6(a)(13). The Pre-Construction Inspection will not be scheduled until all requirements of Sections 5.10 and 5.11 have been met and all required fees and deposits shown on Appendix B have been received by the DRC.
- b. Prior to the Pre-Construction Inspection, all building corners and property corners must be staked and all trees to be removed must be marked.

5.13 COMMENCEMENT OF CONSTRUCTION

- a. Per Section 12.4 of the CC&Rs, no construction activity including clearing and grading can take place on any lot until all plans have been approved by the Design Review Committee in accordance with this document and a written Authorization to Proceed has been issued by the DRC. This Authorization will be issued after the Pre-Construction Inspection. Any violation of this requirement will be enforced per Section 7.9 of this document. Upon receipt of final approval from the DRC and having satisfied all Coconino County review processes, the owner shall satisfy all conditions and commence construction or any work pursuant to the approved plans within one year from the date of such approval. Prior to the start of any work on the site, a completed Construction Agreement form, Appendix M, must be on file at Flagstaff Ranch Golf Club. If the owner fails to begin construction within one year from the date of the final approval by the DRC, any approval shall be deemed revoked.
- b. The owner should, in any event, complete the construction of any improvement on his lot within one year, or per the terms of the Construction Agreement, except and for so long as such completion is rendered impossible or would result in greater hardship to the owner due to labor strikes, national emergencies or natural calamities. If construction is to exceed one year, the owner must notify the DRC in writing within 30 days of the one-year expiration date.
- c. If the owner fails to comply with this schedule, the DRC shall recommend to the Property Owners Association Board remedies that may include, but not limited to, fines by the Association, which will be billed to the owner as provided for in Section 12.8 of the CC&Rs.

5.14 INSPECTIONS OF WORK IN PROGRESS

A representative of the DRC shall inspect all work in progress and give notice of noncompliance, if any. Absence of such inspection or notification does not constitute an approval by the DRC of work in progress or compliance with these Residential Development Standards. An Inspection Schedule (see Appendix N/N2) shall be distributed at the time of the Pre-Construction Conference (see Section 5.10). It is the owner's responsibility to ensure that the representative listed on the Schedule is notified of all upcoming inspections.

5.15 SUBSEQUENT ALTERATIONS AND CHANGES IN OWNERSHIP

- a. Additional construction or other improvements to a residence or lot, alterations during construction or after completion of an approved structure, including landscaping and color modification, must be submitted to the DRC for approval prior to making such changes or additions. Please refer to Section 5.9. Should such changes or additions likely impact other lot owners, Sections 5.4 and 5.5 shall apply to allow for their input. All alterations after completion that affect the exterior appearance of a residence or lot must be approved by the DRC and will be subject to the fees and deposits shown on Appendix B. No work may be commenced on any qualifying alteration until an Authorization to Proceed has been issued.
- b. If, during the course of construction, the property should change ownership then, prior to closing and recordation of deed the owner must notify the DRC of the anticipated change in ownership and, in addition, the: (a) title company and closing date; (b) name and full contact information of the successor owner; (c) whether construction shall continue, shall continue under a different contractor or agent, or be suspended for any reason; and (d) the agent or responsible party for the successor owner.
- c. Prior to, but not later than the closing date, the successor owner shall post a Construction Deposit with the DRC in the full amount required by Appendix L. It is the owner's responsibility to assure that the successor-owner's Construction Deposit is posted so as to secure a release of owner's Construction Deposit. The DRC may immediately suspend the approval of plans (Section 5.8, above) and issue stop work orders unless or until the successor owner posts the full amount of the Construction Deposit with the DRC. Until the successor owner posts the Construction Deposit the original owner's Construction Deposit shall continue to serve as assurance that construction shall be completed as approved.

5.16 FINAL COMPLETION

- a. Upon completion of any residence or other improvement, the owner shall give written notice of completion to the DRC. The definition of Final Completion shall be receiving a Certificate of Occupancy from Coconino County, completion of all exterior work including driveways and sidewalks and the removal of all dumpsters, trash receptacles, portable sanitary facilities and portable construction buildings.
- b. The owner shall provide documentation certifying that the fire sprinkler system has been completed and is operational.
- c. Within 10 days of such notification, a representative of the DRC shall inspect the residence or other improvement for compliance. If all improvements comply with these Development Standards and the approved plans, the DRC shall issue a written approval to the owner. The remaining balance of the Construction Deposit will be refunded within three (3) weeks after written final approval.

- d. If the work is found not done in strict compliance with approved plans or any portion of these Development Standards, the DRC may issue a written notice of noncompliance to the owner, specifying the particulars of noncompliance. Said notice is to be issued within 30 days of the final inspection.
- e. The owner shall have 30 days from the date of notice of noncompliance within which to remedy the noncompliance portions of this improvement. If, by the end of this time period, the owner fails to remedy the noncompliance, the DRC may take action to repair or remove the non-complying improvement and may recommend to the Board to seek remedies as provided in these Development Standards and the Master Declarations, including, without limitation, the right to seek reimbursement of its costs and expenses in addition to injunctive relief or the imposition of a fine.
- f. If a written report demonstrating compliance is not received by DRC within one hundred eighty days of the notice of non-compliance then the Master Association shall release the Construction Deposit promptly to the Master Association.

5.17 NON-WAIVER

The approval by the DRC of any plans, drawings or specifications for any work, proposed or completed, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, improvement, or specification subsequently or additionally submitted for approval. Failure to enforce any of the Development Standards shall not constitute a waiver of same.

5.18 RIGHT OF WAIVER

The DRC reserves the right to waive or vary any of the provisions set forth herein at its discretion, for good cause shown. The DRC will consider Requests for Waiver of the Development Standards. The Request for Waiver must be accompanied with a written description of the specific Design Standard under consideration and the specific reason for the DRC to consider a grant of waiver. All DRC approved requests for Waivers must also be approved by the Board of Directors of the Flagstaff Ranch Property Owners Association. This additional approval is not required in those cases where the RDS specifically grants the DRC the right to approve certain types of variances.

5.19 EXEMPTIONS

Buildings, structures, cabinets and the like owned by the Flagstaff Ranch Property Owners Association, the Golf Club and/or utility companies located on non-residential tracts are exempted from these Residential Development Standards. However, such facilities shall attempt to conform to these Residential Development Standards as nearly as is practical.

6.0 CONSTRUCTION REGULATIONS

- a. In order to preserve the natural landscape of each lot and minimize the nuisances inherent in any construction process, the following regulations shall be enforced during the construction period of all improvements at Flagstaff Ranch Golf Club. The owner of the lot, as such terms defined in the Declaration, shall be responsible for violations of the Residential Development Standards, including the construction regulations contained herein, by any contractor, subcontractor, agent or employee of the lot owner performing any activities within Flagstaff Ranch Golf Club, whether located on the lot or elsewhere within Flagstaff Ranch Golf Club.

- b. DRC members and representatives at all times shall be granted full access to any project under construction. Violations of the Construction Regulations will be reported to the DRC and a letter will be sent to the builder involved. Copies of the letter will be sent to the lot owner and other DRC members/representatives. Continued and/or severe violation of these policies and procedures shall result in the builder and subcontractor being denied access to Flagstaff Ranch Golf Club and the assessment of fines.
- c. As previously stated, violations of these regulations by an owner's agent, representative, builder, contractor or subcontractor shall be deemed a violation by the owner.

6.1 CONSTRUCTION ENVELOPE

The Construction Envelope is the area within which all activities related to the improvements to be constructed must occur. Before commencement of construction, the builder shall stake, rope off or fence the perimeter of the Construction Envelope in such a manner as to prevent unnecessary damage to the property. Failure to protect or restore damaged property may result in the forfeiture of the Construction Deposit and additional fines.

6.2 CONSTRUCTION TRAILERS

Any owner or builder who desires to bring a construction trailer or field office to Flagstaff Ranch Golf Club shall first apply for and obtain written approval from the DRC at the time of the final design review. The approval shall include the type, size and color of any portable office. The DRC will work closely with the owner or builder to determine the best possible location within the Building Envelope. Such temporary structures shall be located only in a location approved by the DRC and may not be placed on the site earlier than two weeks prior to the actual onset of continuous construction activity. Furthermore, such temporary structures shall be removed upon substantial completion of the home, or at DRC direction. In no event shall a construction trailer remain on site for a period exceeding eight months without written approval of the DRC.

6.3 TRASH RECEPTACLES AND DEBRIS REMOVAL

- a. Owners and builders shall be responsible for the cleanup of all trash and debris at the end of each day. An approved trash receptacle must be positioned on the site alongside the access drive, clear of side and rear setbacks, adjacent road rights-of-way and neighboring properties. Lightweight material, packaging and other items shall be placed in a closed container, covered or weighted down to prevent wind from blowing such materials off the construction site. All trash receptacles must be covered and must be emptied on a timely basis to avoid overflow of refuse and disposal shall be at a suitable facility outside of Flagstaff Ranch Golf Club. Owners and builders are prohibited from dumping, burying or burning trash anywhere on the lot or in Flagstaff Ranch Golf Club. Heavy debris, such as broken stone, concrete, wood scrap or the like, must be removed from the site immediately upon completion of the work of each trade that has generated the debris. Disposal of any type of chemical, cleaner, fuels, oils or any toxic or environmentally harmful materials is absolutely prohibited at Flagstaff Ranch Golf Club.
- b. On each construction site, the builder must designate a washout area within the Building Envelope for contractors and suppliers to clean their equipment. The washout area shall be located where it will ultimately be concealed by the structure, or in an area that can be completely and effectively restored. Washout in road rights-of-way, setbacks or on adjacent properties is strictly prohibited.

- c. During the construction period, each construction site shall be kept neat and shall be properly policed by the owner and the builder to prevent it from becoming a public eyesore or detriment to other lots or open space. Any clean-up costs incurred by the Association in enforcing these requirements will be billed to the owner and/or deducted from the Construction Deposit. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed from public or private roads, open spaces and driveways or other portions of Flagstaff Ranch Golf Club.

6.4 SANITARY FACILITIES

- a. Each Owner and Builder shall be responsible for providing adequate sanitary facilities for their construction workers. Portable toilets or similar temporary toilet facilities shall be located only on the site itself or in areas approved by the DRC. Facilities shall be emptied as necessary and contents removed from site.
- b. In no case shall a contractor be permitted to use sanitary facilities other than those it provides.

6.5 CONSTRUCTION ACCESS

The approved access drive will be the only construction access to any lot. During very busy construction periods involving multiple trades such that construction vehicles cannot be confined to the site proper, the overflow vehicles may be temporarily parked only along the construction side of the roadway only. During these occurrences, vehicles should be parked to allow continual unconstrained access by normal traffic and emergency vehicles, including fire trucks. Vehicles may not be parked on neighboring lots, in nearby driveways or on open space. Changing oil or other vehicle maintenance is prohibited.

6.6 VEHICLES AND PARKING AREAS

Private and construction vehicles and machinery shall park within the Building Envelope when possible. In no case, shall vehicles be parked so as to inhibit traffic or damage natural landscape.

6.7 CONSERVATION OF NATIVE LANDSCAPE

- a. Owners and builders are advised of the fact that the lots and open spaces contain valuable native plants and other natural landscaping materials that must be protected during construction, including topsoil, rock outcroppings, boulders and plant materials.
- b. Trees and other native materials that cannot be removed and are to be saved should be marked and protected by flagging, fencing or barriers. The DRC shall have the right to flag major terrain features or plants, which are to be preserved and fenced off for protection. Any trees or branches removed during construction must be promptly cleaned up and removed immediately from the construction site.

6.8 EXCAVATION MATERIALS AND BLASTING

Blasting is not permitted. All excess excavation materials must be removed from Flagstaff Ranch Golf Club immediately.

6.9 DUST AND NOISE CONTROL

- a. The contractor shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud from roads that result from construction activity. At no time should the dust and noise level be high enough to disturb or become a nuisance to the adjacent properties.
- b. The playing of radios or use of other audio equipment by construction workers anywhere within Flagstaff Ranch Golf Club is only permitted within the interior of a residence and may not interfere with the serenity of the community.

6.10 MATERIAL DELIVERIES

All building materials, equipment and machinery required to construct a residence at Flagstaff Ranch Golf Club must be delivered to and remain within the Building Envelope. This includes all building materials, earth-moving equipment, trailers, generators, mixers, cranes and any other equipment or machinery that will remain at Flagstaff Ranch Golf Club overnight. Material delivery vehicles may not drive across adjacent lots or tracts to access a construction site.

6.11 FIREARMS

The possession or discharge of any type of firearm by construction personnel on any construction site, lot, tract or right-of-way at Flagstaff Ranch Golf Club is strictly prohibited.

6.12 ALCOHOL AND CONTROLLED SUBSTANCES

The consumption of alcohol or use of any controlled substance by construction personnel on any construction site, lot, tract or right-of-way at Flagstaff Ranch Golf Club is strictly prohibited.

6.13 CONSTRUCTION FIRES, FLAMMABLE MATERIALS AND SMOKING

Careless disposition of cigarettes and other flammable materials, as well as the build-up of potentially flammable materials constituting a fire hazard are prohibited. At least one 10-pound ABC-rated Dry Chemical Fire Extinguisher and shovel shall be present and available in a conspicuous place on the construction site at all times. No on-site fires are allowed whatsoever. Smoking outdoors is prohibited in Flagstaff Ranch Golf Club.

6.14 PETS

No pets shall be brought into Flagstaff Ranch Golf Club by a member of any construction crew.

6.15 PRESERVATION OF PROPERTY

The use of or transit over any other lot, common area or amenity, including the golf course, is prohibited. Similarly, the use of or transit over the natural area or setbacks outside the Building Envelope of any lot is prohibited. Construction personnel shall refrain from parking, eating, disposing of rubbish or scrap materials (including concrete washout) on any neighboring lot, tract or right-of-way. No member of the construction crew shall use any of the Flagstaff Ranch Golf Club's Member facilities including; the golf course, driving ranges, golf course restrooms, fishing ponds or other such facilities.

6.16 RESTORATION OF PROPERTY

- a. Each owner shall be responsible for the protection of all improvements, roadways, common areas, golf improvements, or improvements of any other lot that may be damaged by the activities of such owner's contractor, subcontractor, agents, or other employees.
- b. Upon completion of construction, each owner and builder shall clean his construction site and repair all property which has been damaged, including but not limited to, restoring grades, planting shrubs and trees as approved or required by the DRC, and repair of street, driveways, pathways, drains, culverts, ditches, signs, lighting, and fencing.
- c. In addition, the owner shall be held financially responsible for site restoration/re-vegetation and refuse removal necessitated on any and all adjacent properties as a result of trespass or negligence by their employees or subcontracted agents.

6.17 TEMPORARY CONSTRUCTION SIGNAGE

- a. Real estate sales and “For Lease” signs are not allowed. One temporary construction sign per site is permitted and shall be constructed according to standards established by the DRC as follows:
1. Temporary Construction signs may include information regarding the owner, contractors and architects/designers only.
 2. Such sign shall be freestanding, shall not exceed twelve (12) square feet of total surface area and shall not exceed five (5) feet in total height above natural grade.
 3. Information such as “For Sale”, “Available” or similar language, or descriptive phrases and diagrams shall not appear on any construction sign.
 4. Temporary Construction signs may not be placed on a lot prior to one week before commencement of construction and must be removed at the time the house is substantially complete, or when the DRC, in its sole discretion, directs the sign to be removed.
 5. All signs must be maintained in good condition. If the information on the sign is identical, the same sign may be used repeatedly as long as it meets the development’s high standards for presentation.
 6. No permanent construction signs shall be allowed.

6.18 DAILY OPERATION

Construction activity must be confined to the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to 7:00 p.m. on Saturday. For purposes of these restrictions Major Holidays will be as follows (no construction activity on the following dates):

- * Thanksgiving (Thursday thru Sunday)
- * Christmas Eve after 1 PM
- * Christmas Day
- * New Year’s Eve after 1 PM
- * New Year’s Day
- * Memorial Day (Saturday thru Monday)
- * Fourth of July – A schedule for this holiday will be published each year no later than May 31st.
- * Labor Day Weekend (Saturday thru Monday)

6.19 CONSTRUCTION INSURANCE REQUIREMENTS

All general contractors must post evidence of insurance with their lot owner prior to entering the construction premises. It is the owner’s sole responsibility to ensure that his builder, contractor, subcontractors, and agents are insured to cover any damages that may occur. Flagstaff Ranch Golf Club and the Flagstaff Ranch Golf Club’s Property Owners Association will not be held liable, in any way, for lack of coverage.

6.20 CONSTRUCTION VEHICLE ACCESS TO FLAGSTAFF RANCH GOLF CLUB

General contractors must provide the Gatehouse with the company name of all Subcontractors that will be performing work on the approved jobsite by completing the Subcontractor Entry Form. All builders, their subcontractors, employees and agents shall comply with Flagstaff Ranch Golf Club’s DRC and POA regulations. No person or vehicle will be allowed access to Flagstaff Ranch Golf Club until the requisite documents are on file. Contact the FRGC Gatehouse for more information.

6.21 PROHIBITED PRACTICES

All owners will be absolutely responsible for the conduct and behavior of their agents, representatives, employees, builders, contractors and subcontractors within Flagstaff Ranch Golf Club. During the construction phase, the following practices are prohibited at Flagstaff Ranch Golf Club and will be considered a violation of these Development Standards:

1. Changing oil or other vehicle or equipment maintenance anywhere within Flagstaff Ranch Golf Club.
2. Allowing concrete suppliers and contractors to clean their equipment on the site itself, other than at the locations approved for that purpose by the DRC.
3. Removing any rock, plant material, topsoil or similar items from any lot within Flagstaff Ranch Golf Club, including construction sites, unless it is from the site under construction and, only then, with prior approval from the DRC.
4. Carrying and/or discharging any type of firearms within Flagstaff Ranch Golf Club.
5. Careless disposition of cigarettes or flammable materials. No on-site fires are allowed, except for small, confined, attended fires for the purpose of heating masonry water. Smoking outdoors is prohibited in Flagstaff Ranch Golf Club.
6. Consumption of alcoholic beverages or controlled substances within Flagstaff Ranch Golf Club.
7. Use of or transit over, setback area, open spaces, golf course or other lots.
8. At least one 10-pound ABC-rated dry chemical fire extinguisher is not present and available in a conspicuous place on the construction site at all times.
9. No pets may be brought into Flagstaff Ranch Golf Club. No pets shall be allowed to roam throughout Flagstaff Ranch Golf Club. In the event of any violation hereof, the DRC, the Flagstaff Ranch Property Owners Association or Developer shall have the right to contact the applicable authorities to impound the pets, to refuse to permit such builder or subcontractor to continue work in Flagstaff Ranch Golf Club or to take such other actions as may be permitted by law, the Residential Development Standards or the CC&Rs.
10. Catering trucks will not be permitted to use their horns. Trash generated by the purchase of items from these trucks must be disposed of properly in trash receptacles.
11. Music may be played in the interior of a residence only and may not intrude on the privacy of the community.

7.0 DRC ORGANIZATION AND TERMS USED IN DEVELOPMENT STANDARDS

The following section outlines the organization, rules, regulations and terms that govern the DRC.

7.1 MEMBERS

The DRC shall consist of at least three members and not more than five. Members shall hold office for a term of three (3) years or until such time as he/she has resigned or their successor has been appointed as set forth herein.

7.2 APPOINTMENT OF MEMBERS

The right, from time to time, to appoint and remove members of the DRC shall be reserved and vested in the Flagstaff Ranch Property Owners Association Board of Directors.

7.3 RESIGNATION OF MEMBERS

Any member of the DRC may resign from the DRC upon written notice delivered to the Board of Directors of the Flagstaff Ranch Property Owners Association.

7.4 DUTIES

The DRC shall consider and act upon those proposals or plans related to the development of Flagstaff Ranch Golf Club that are submitted pursuant to these Residential Development Standards. The Committee shall enforce these Residential Development Standards in a manner deemed appropriate by the DRC.

7.5 MEETINGS

- a) The DRC shall meet as prescribed in Section 5 or as otherwise needed, in person or by telephone as shall be agreed. The vote of a majority of the members in attendance shall control any action by the DRC. If the DRC is composed of three (3) or four (4) members, then two (2) such members shall be considered a quorum. If the DRC is composed of five (5) members than three (3) such members shall be considered a quorum.
- b. The DRC shall minute its meetings and keep on file all submittals and minutes of all meetings to serve as record of all actions taken.

7.6 COMPENSATION

- a. No member of the DRC shall receive compensation for services rendered.
- b. Members of the DRC shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of their duties. Professional consultants may be paid such compensation as determined by the DRC.

7.7 AMENDMENT OF RESIDENTIAL DEVELOPMENT STANDARDS

The DRC may from time to time and in its sole discretion, propose amendments to these Residential Development Standards. All such amendments shall be approved by the Board of Directors of the Flagstaff Ranch Property Owners Association and/or appended to and made part of these Residential Development Standards. Each owner is responsible for obtaining from the DRC a copy of the most recently amended copy of these Residential Development Standards.

7.8 NON-LIABILITY

- a. The DRC, the Flagstaff Ranch Property Owners Association shall not be liable to any owner or other person for any loss or damage claimed on account of any of the following:
 1. The approval or disapproval of any plans, drawings and specifications, whether or not defective
 2. The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications
 3. The development or manner of development of any property within Flagstaff Ranch Golf Club
- b. Every owner or other person, by submission of plans and specifications to the DRC for approval, agrees that he will not bring any action or suit against the DRC, or any of its members, and neither the Flagstaff Ranch Property Owners Association or any of its members, regarding any action taken by the DRC.
- c. Approval by the DRC of any improvement at Flagstaff Ranch Golf Club only refers to the Residential Development Standards and in no way implies conformance with local government regulations. It shall be

the sole responsibility of the owner to comply with all applicable government ordinances or regulations, including, but not limited to, zoning ordinances and building codes.

7.9 ENFORCEMENT

- a. The DRC may, at any time, inspect a lot or improvement and, upon discovering a violation of these Residential Development Standards, provide a written notice of non-compliance to the owner, including a reasonable time limit with which to correct the violation. If an owner fails to comply within the stated time period, the DRC may proceed with remedies which may include, but are not limited to, fines or recording of a Certificate of Non-Conformance with the title company upon notice of intent to sell or convey ownership. Said expenses incurred may be secured by a lien upon such lot enforceable in accordance with the Declaration.
- b. In the event of any violation of these Residential Development Standards, the DRC may, at its sole discretion, and in addition to restoration expenses, impose without limitation a punitive fine, commensurate with the severity of the violation. The following are pre-established fines for certain identified violations:
 1. Commencing any construction activity prior to receiving DRC approval and meeting all other pre-construction requirements - \$5,000 for a new home or major addition and up to \$1,500 for a Miscellaneous Exterior Improvement
 2. Making non-approved modifications to DRC approved plans - \$1,500 per item
 3. Installation of Exterior Materials and/or Colors without DRC approval - \$1,500
 4. Installation of Landscaping and/or Hardscaping without DRC approval – up to \$1,500

In all of the above cases, DRC approval will be required, and the owner will be at risk for any removal or modifications that may be required.

- c. As it pertains to violations of the Construction Regulations contained in Section 6, in addition to any other available remedies, the DRC reserves the right to impose monetary fines on the Contractor. A \$250.00 fine will be assessed if a violation continues after a written or oral notice has been provided to the General Contractor. The notice will include the time period within which the Contractor must correct the violation. In some cases, the violations must be corrected immediately. Additional fines of \$250.00 per day will be assessed for each day the violation continues after the date specified in the notice. Fines of \$250.00 will be assessed against the Contractor for each subsequent violation of the same Construction Regulation as to which a violation notice has previously been given. No additional notice or correction period is required as to such repeat violations and fines.

7.10 ADDRESS OF DESIGN REVIEW COMMITTEE

The address of the DRC shall be the address established for giving notice to the Association, unless otherwise specified by the Committee. Such address shall be the place for the submittal of plans and specifications, and the place where the current Residential Development Standards shall be kept is: Flagstaff Ranch Golf Club, 3850 S. Flagstaff Ranch Road, Flagstaff, Arizona, 86005.

7.11 SEVERABILITY

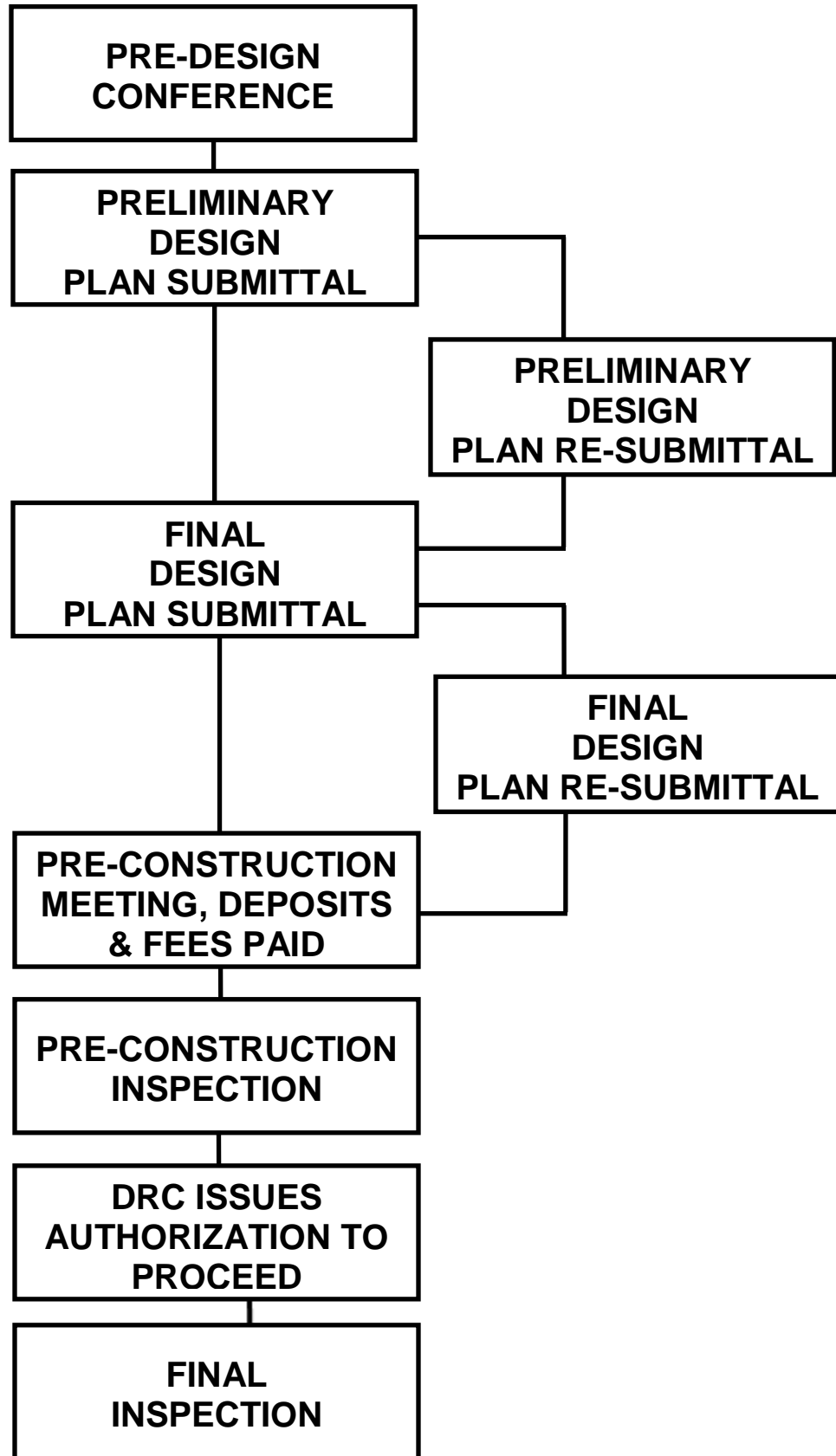
If any provision of these Residential Development Standards, or any section, clause, sentence, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of these Residential Development Standards and of the application of any such provision, section, sentence, clause,

phrase or word in any other circumstances, shall not be affected thereby, and the remainder of these Residential Development Standards shall be construed as if such invalid part were never included therein.

7.12 CAPITALIZED TERMS

- a. Capitalized terms used in these Development Standards shall have the meanings set forth in the Declaration if they are not defined herein. Unless otherwise provided herein, all periods of time referred to in these Development Standards shall refer to calendar days and shall include all Saturdays, Sundays and state or national holidays, provided that, if such a date or the last date to perform any act or give any notice with respect to these Development Standards shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday, or state or national holiday.
- b. In the event of any conflict between the terms or conditions of these Residential Development Standards and those of the Declaration, the terms and conditions of the Declaration shall control.

Appendix A:
Flagstaff Ranch Design Review Committee
DRC Process Flowchart



**Appendix B:
Flagstaff Ranch Design Review Committee
Fee and Deposit Schedule¹**

Design Review Fees (Individual Lots)

New Home	Fee Amount	Notes
Pre-Design Conference	\$500	Due prior to Pre-Design Conference
Preliminary Plan Submittal ²	\$2,000	Due with Preliminary Submittal
Final Plan Submittal	\$750	Due with Final Submittal
Plan Resubmittal	\$275	Due at time of Resubmittal
Variance / Waiver Request	\$275	Due at time of Request
Modification of Approved Plan	\$275	Due at time of Request
Landscaping Plan (if not submitted with Final Submittal)	\$275	Due at time of Landscaping Plan Submittal

Miscellaneous Submittals

Structural Addition	\$750	Due with Submittal
Minor Exterior Changes	Up to \$100	Due with Submittal
Repaint / Restain	\$100	Due with Submittal
Repaint / Restain Resubmittal	\$50	Due with Resubmittal
Minor Landscaping Changes	Up to \$100	Due with Submittal

Construction Deposits³ (Individual Lots)

New Home Owner Deposit	\$5,000	Due prior to the Pre-Construction Inspection
Structural Additions Owner Deposit	\$2,500	Due prior to the Pre-Construction Inspection
New Home Contractor Deposit	\$3,000	Due prior to the Pre-Construction Inspection
Structural Addition Contractor Deposit	\$1,500	Due prior to the Pre-Construction Inspection
Misc. Exterior Work	Up to \$500	Due prior to issuance of Authorization to Proceed

Other Required Fees

Construction Inspection – New Homes	\$600	Due prior to the Pre-Construction Inspection
Construction Inspection -Other Work requiring a deposit	\$150	Due prior to issuance of Authorization to Proceed
Water Meter Advance Fee – New Homes in Flagstaff Ranch	\$1,000	Due prior to Pre-Construction Inspection
Waste Water Tap Fee ⁴	\$4,500	Paid to the Flagstaff Ranch Mutual Waste Water Company and is due prior to the Pre-Construction Inspection

¹ The DRC will not process any submittals for a property that is delinquent on Master Association or Sub-Association Assessments per RDS 5.0

² Includes one Preliminary Plan Resubmittal at no additional charge

³ Deposits are refundable per the Owner & Contractor Deposit Agreements (Appendices G&H)

⁴ Waste Water Tap Fee of \$4,500 plus any unpaid FRMWW Co. Assessments, Fees and Interest due on the lot

**Appendix E:
Flagstaff Ranch Design Review Committee
Application for Pre-Design Conference**

Date _____

Owner(s) _____

Lot Number _____ Lot Address _____

Contact Information

Owner(s) Name _____

Current Mailing Address _____

Preferred Phone No(s) _____

Email _____

Architect / Designer's Name _____

Address _____

Phone Number(s) _____

Email _____

Builder / Contractor Name _____

Registrar of Contractor License Number _____

Address _____

Phone Number(s) _____

Email _____

Authorized Representative (If applicable – Will require a Power of Attorney Appendix C)

Name _____

Address _____

Phone Number(s) _____

Email _____

Description of Planned Project

Owner Acknowledgement

Signer acknowledges understanding of and compliance with the current RDS and the current CC&Rs issued by FRGC. This application will be considered complete only if all the documents and submittals as set forth in the Residential Development Standards design guidelines are included. Design Review fees are payable to the Flagstaff Ranch Property Owners Association.

Signature of Owner or Authorized Representative _____

FOR DRC USE ONLY:

Date Received by DRC: _____ Received By: _____

**Appendix F:
Flagstaff Ranch Design Review Committee
DRC Submittal Cover Form #1**

Check one: Preliminary Submittal Final Submittal
 Preliminary Resubmittal Final Resubmittal

Date _____

Owner(s) _____

Lot Number _____ Lot Address _____

Contact Information (If not previously provided)

Owner(s) Name _____
Current Mailing Address _____
Preferred Phone No(s) _____
Email _____

Architect / Designer's Name _____
Address _____
Phone Number(s) _____
Email _____

Builder / Contractor Name _____
Registrar of Contractor License Number _____
Address _____
Phone Number(s) _____
Email _____

Authorized Representative (If applicable – Will require a Power of Attorney Appendix C)
Name _____
Address _____
Phone Number(s) _____
Email _____

Description of Planned Project

Owner Acknowledgement

Signer acknowledges that this submittal will not be processed unless all of the items required in Section 5.2 (Preliminary Submittals) or 5.6 (Final Submittals) are included and appear to be complete.

Signature of Owner or Authorized Representative _____

FOR DRC USE ONLY:

Date Received by DRC: _____ Received By: _____

**Appendix G:
Contractor Deposit Agreement (page 1 of 3)**

FLAGSTAFF RANCH PROPERTY OWNERS ASSOCIATION, INC.

CONTRACTOR CONSTRUCTION DEPOSIT AGREEMENT

In compliance with the Flagstaff Ranch Golf Club Residential Development Standards (the "Residential Development Standards") adopted by the Design Review Committee (the "DRC") and the Board of Directors ("Board") for the Flagstaff Ranch Property Owners Association, Inc. (the "Association"), _____ (the "Contractor") hereby deposits with the Association (or the Owner on behalf of the Contractor does hereby deposit with the Association) the sum of \$3,000.00 (the "Construction Deposit") and agrees to the following terms and conditions as to the work to be done by the Contractor in relation to the improvements to be constructed on the Lot located at _____, Flagstaff Arizona (the "Owner's Lot") which is owned by _____ (the "Owner"). Except as otherwise defined herein, the capitalized terms used herein have the meanings as defined in the Declaration of Master Covenants, Conditions, and Restrictions for Flagstaff Ranch Golf Club Residential Community (as amended, the "Declaration"). In the event the Contractor is a Builder, the Builder/Owner shall deposit the Construction Deposit with the Association and shall be treated as a Contractor for the purposes of this Contractor Construction Deposit Agreement (the "Agreement")

1. In the event the Contractor or its subcontractors, agents, representatives or employees (i) causes any damage, destruction and scarring to any other property, including, but not limited to, open space, the Master Common Areas, other Lots or residences, any entry or exit gates, roads, driveways, concrete curbs and gutters, and/or other improvements, resulting from or related to construction operations (collectively, "Damage"), or (ii) fails to comply with the Residential Development Standards, the Declaration or any Master Association Rules adopted or promulgated by either the Association or the DRC, the Association may use the Construction Deposit to, among other things, (a) repair and/or rectify the Damage; (b) enforce the Residential Development Standards, the Declaration and any other Rule or Regulation violated and cure any defect or problem caused by said non-compliance, (c) pay any enforcement costs incurred by the Association, including, without limitation, reasonable attorneys' fees and costs, and (d) pay any fines imposed against the Contractor in connection therewith. Within a reasonable time of the DRC being notified of the occurrence of any such Damage or other violation, the amount of the Construction Deposit to be used, if any, shall be approved in writing by a majority of the DRC. The DRC may postpone its review of payment pending receipt of any information which the DRC, in its sole discretion, may require. A copy of the DRC decision shall be mailed to the Contractor and to the Owner at the address indicated below.
2. Following the Association's use of all or any portion of the Construction Deposit, the Contractor (or the Owner) shall immediately pay to the Association an amount sufficient to replenish the Construction Deposit to the sum initially deposited. Failure to replenish the Construction Deposit within seven (7) days following the Association's delivery of written demand shall be deemed a material breach of the Residential Development Standards and the Declaration and shall entitle the Association to (i) deny the Contractor (including any of Contractor's suppliers, subcontractors, employees and materialmen) access to the Flagstaff Ranch Golf Club Residential Community and (ii) lien the Lot in an amount equal to the Construction Deposit deficiency. It is expressly understood that the use of any or all of the Construction Deposit shall not be considered a measure of the

**Appendix G:
Contractor Deposit Agreement (Page 2 of 3)**

Damages nor release the Owner from paying additional amounts if the total Damage exceeds the amount of the Construction Deposit.

3. In the event the Contractor or any of its subcontractors, agents, representatives or employees repeatedly causes Damages and/or repeatedly violates the Residential Development Standards, the Declaration and any other Rule or Regulation, the DRC may in its sole discretion notify the Contractor and the Owner that the amount of the Construction Deposit is being increased to \$6,000.00. Upon the Contractor's receipt of the notice of the increase in the Construction Deposit, the Contractor (or the Owner) shall immediately pay to the Association an amount sufficient to increase the Construction Deposit to the increased amount. Failure to deposit such increased amount of the Construction Deposit within seven (7) days following the Association's delivery of written demand shall be deemed a material breach of the Residential Development Standards and the Declaration and shall entitle the Association to (i) deny the Contractor (including any of Contractor's suppliers, subcontractors, employees and materialmen) access to the Flagstaff Ranch Golf Club Residential Community and (ii) lien the Lot in an amount equal to the Construction Deposit deficiency. As used in this section, the term "repeatedly" means there has been at least two (2) incidents where the Contractor or its subcontractors, agents, representatives or employees have caused Damage or have violated the Residential Development Standards, the Declaration and any other Rule or Regulation, or any combination of at least two (2) incidents of Damage and/or violations by the Contractor or its subcontractors, agents, representatives or employees.
4. Upon completion of the improvements on the Owner's Lot approved by the DRC (including clean up), the Owner shall certify in a letter to the DRC (the "Certification") that:
 - (i) There are no ongoing violations of the Declaration, the Residential Development Standards or any other the Master Association Rules;
 - (ii) All appropriate clean-up has been made; and
 - (iii) None of the Contractor, or its subcontractors, agents, employees or representatives have caused any Damage or, in the alternative, that all Damage caused by said individuals/entities has been repaired or rectified to the satisfaction of the Association.
5. The Certification shall be delivered by certified mail, return receipt requested, to the address designated by the Association, which shall have fifteen (15) days from the receipt thereof to (a) return to the Contractor the Construction Deposit less any Construction Deposit funds expended in accordance with this Construction Deposit Agreement or (b) refuse to return such funds or portion thereof and specifically state in writing how the Contractor is not in compliance. In the event that the Association refuses to return all or a portion of the Construction Deposit due to the Contractor's noncompliance, the Owner shall have the opportunity to resubmit a supplemental Certification upon the Contractor or the Owner remedying the issues/problems identified in the Association's notice of noncompliance.
6. None of the DRC, the Board, the Association nor any member thereof shall be liable to the Owner, the Contractor or any other person for any loss, damage or injury arising out of the payment or non-payment of the Construction Deposit funds unless such loss,

**Appendix G:
Contractor Deposit Agreement (page 3 of 3)**

damage or injury is due to willful misconduct or bad faith of the DRC, the Association, the Board or the respective members thereof, as the case may be.

7. The Contractor and the Owner hereby agree to indemnify the Association, the Board of Directors, and the DRC and to defend and hold those same parties harmless from all

claims, costs, fees (including court costs and witness and attorneys' fees), expenses, loss, damage and liability of any kind, including, without limitation, mechanics' or materialmen's liens, which may be asserted against or incurred by the Association, the Board of Directors and/or the DRC as a result of the construction activities by the Contractor or the Owner and any Damage caused by the Contractor or its subcontractors, agents, representatives and employees. Such indemnity shall survive the final completion of the construction activities conducted on the Owner's Lot.

8. The Construction Deposit shall be held in a non-interest-bearing account.

9. By signature below, the Association acknowledges receipt of \$3,000.00 in the form of _____.

Executed on the _____ day of _____, 20____.

OWNER:

Owner Printed Name

Owner Signature

Date: _____

Owner Address

CONTRACTOR:

Contractor Printed Name

Contractor Signature

Date: _____

Contractor Address

ASSOCIATION:

Flagstaff Ranch Property Owners Association, Inc.

Received By: _____

Date: _____

**Appendix H:
Owner Deposit Agreement (page 1 of 4)**

FLAGSTAFF RANCH PROPERTY OWNERS ASSOCIATION, INC.

OWNER CONSTRUCTION DEPOSIT AGREEMENT

In compliance with the Flagstaff Ranch Golf Club Residential Development Standards (the "Residential Development Standards") adopted by the Design Review Committee (the "DRC") and the Board of Directors ("Board") for the Flagstaff Ranch Property Owners Association, Inc. (the "Association"), _____ (the "Owner") hereby deposits with the Association the sum of \$5,000.00 (the "Owner Deposit") and agrees to the following terms and conditions as to the work to be done by _____ (the "Contractor") in relation to the improvements (the "Improvements") to be constructed on the Lot located at _____, Flagstaff Arizona (the "Owner's Lot"). Except as otherwise defined herein, the capitalized terms used herein have the meanings as defined in the Declaration of Master Covenants, Conditions, and Restrictions for Flagstaff Ranch Golf Club Residential Community (as amended, the "Declaration"). The Owner Deposit is in addition to the Contractor Construction Deposit deposited by the Contractor pursuant to the Contractor Construction Deposit Agreement of even date herewith. In the event the Owner is the Builder of the Improvements, the Owner shall nonetheless be obligated to deposit both the Owner Deposit and the Contractor Construction Deposit.

1. In the event that the Owner, the Contractor or their respective agents, representatives or employees (i) causes any damage, destruction and scarring to any other property resulting from construction operations, including, but not limited to, open space, Master Common Areas, other Lots or residences, any entry or exit gates, roads, driveways, concrete curbs and gutters, and/or other Improvements (collectively, "Damage"), (ii) fails to comply with the Residential Development Standards, the Declaration or any Master Association Rules, or (iii) fails to construct the Improvements on the Owner's Lot in accordance with the approved plans therefor, the Association may use the Owner Deposit to, among other things, (a) repair and/or rectify the Damage; (b) enforce the Residential Development Standards, the Declaration and any other Master Association Rule violated and cure any defect or problem caused by said non-compliance, (c) pay any enforcement costs incurred by the Association, including, without limitation, reasonable attorneys' fees and costs, and (d) pay any fines assessed against the Owner or the Contractor in connection therewith. Within a reasonable time of the DRC being notified of the occurrence of any such Damage or other violation, the amount of the Owner Deposit to be used, if any, shall be approved in writing by a majority of the DRC. The DRC may postpone its review of payment pending receipt of any information which the DRC, in its sole discretion, may require. A copy of the DRC decision shall be mailed to Owner at the address indicated below. Withdrawal of money from the Owner Deposit shall occur no sooner than ten (10) days after the date written notice of the DRC decision is sent to the Owner. If the Owner wishes to contest the DRC's decision to use any or all of the Owner Deposit as ascribed above, the Owner must, within ten (10) days after the date of notice of the DRC decision with respect to said Owner Deposit, submit a written request to the Association for a hearing before the Board of Directors. The Board shall schedule such hearing as part of the larger agenda of a regular or special Board meeting and send written notice of the hearing date and time to the Owner no less than ten (10) days prior to said date. The Board, by majority vote, shall determine the amount of the Owner Deposit to be used, if any.

**Appendix H:
Owner Deposit Agreement (page 2 of 4)**

2. Following the Association's use of all or any portion of the Owner Deposit, the Owner shall immediately pay to the Association an amount sufficient to replenish the Owner Deposit to the sum initially deposited. Failure to replenish the Owner Deposit within seven (7) days following the Association's delivery of written demand shall be deemed a material breach of the Residential Development Standards and the Declaration and shall entitle the Association to (i) deny the Contractor (including any of Contractor's suppliers, subcontractors, employees and materialmen) access to the Flagstaff Ranch Golf Club Residential Community and (ii) lien the Owner's Lot in an amount equal to the Owner Deposit deficiency. It is expressly understood that the use of any or all of the Owner Deposit shall not be considered a measure of the Damage nor release the Owner from paying additional amounts if the total Damage exceeds \$5,000.00.
3. Upon completion of the Improvements, the Owner shall give written notice of Final Completion to the DRC (the "Completion Notification"). As used herein, "Final Completion" shall mean receiving a Certificate of Occupancy for the Improvements from Coconino County, completion of all exterior work including driveways and sidewalks and the removal of all dumpsters, trash receptacles, portable sanitary facilities and portable construction buildings and correction of all Damages. The Owner shall also provide documentation certifying that the fire sprinkler system has been completed and is operational.
4. Within ten (10) days of the DRC's receipt of the Completion Notification, a representative of the DRC shall inspect the Improvements for compliance with the approved plans therefor. Within thirty (30) business days after such inspection, the DRC shall provide to the Owner a copy of a written report specifying any deficiencies, violations, Damages or unapproved variations from the approved plans for the Improvements that have come to the attention of the DRC (the "DRC Written Report"). If the DRC Written Report does not specify any deficiencies, violations, Damages or unapproved variations from the approved plans for the Improvements, subject to the Landscaping Holdback (as defined in Section 6 herein below), the Association shall release the remaining balance of the Owner Deposit to the Owner.
5. If the DRC Inspection Report identifies any deficiencies, violations, Damages or unapproved variations from the approved plans, the Association may hold the balance of the Owner Deposit for one-hundred eighty (180) days of the date of the DRC Written Report or until receipt of a subsequent Completion Certification from the Owner, whichever is less. If a subsequent Completion Report evidencing all deficiencies, violations, Damages and unapproved variations from the approved plans have been resolved is received by the DRC within such one-hundred eighty (180) days, the Association shall release the remaining balance of the Owner Deposit to the Owner subject to the Landscaping Holdback. If a subsequent Completion Report evidencing all deficiencies, violations, Damages and unapproved variations from the approved plans have been resolved is not received by the DRC within such one-hundred eighty (180) days, the Association shall be entitled to retain the balance of the Owner Deposit. During the time the Association is holding the Owner's Deposit, the Association shall be entitled to, but not obligated to, use the Construction Deposit in the manner set forth in Section 1 of this Agreement.
6. Notwithstanding the provisions of Sections 3, 4 and 5 of this Agreement, the Association shall be entitled to retain \$1,500 of the Owner Deposit (the "Landscaping Holdback") until the landscaping on the Owner's Lot has been completed in accordance with the

**Appendix H:
Owner Deposit Agreement (page 3 of 4)**

Residential Development Standards and the plans therefor approved by the DRC. Upon the DRC's receipt of notification from the Owner of the completion of the landscaping on the Owner's Lot, the DRC shall inspect the landscaping and hold or refund the Landscaping Holdback in accordance with the procedures applicable to the Owner Deposit under Sections 3, 4 and 5 of this Agreement.

7. Notwithstanding anything to the contrary contained in this Agreement, if the construction project for the Improvements is abandoned, the Board of Directors of the Association may determine the appropriate use of the Owner's Deposit.
8. None of the DRC, the Board, the Association nor any member thereof shall be liable to the Owner, the Contractor or any other person for any loss, damage or injury arising out of the payment or non-payment of the Owner Deposit funds unless such loss, damage or injury is due to willful misconduct or bad faith of the DRC, the Association, the Board or the respective members thereof, as the case may be.
9. The Owner and the Contractor hereby agree to indemnify the Association, the Board of Directors, the DRC and the Association's property manager and to defend and hold those same parties harmless from all claims, costs, fees (including court costs and witness and attorneys' fees), expenses, loss, damage and liability of any kind, including, without limitation, mechanics' or materialmen's liens, which may be asserted against or incurred by the Association, the Board of Directors and/or the DRC as a result of the construction activities by the Contractor or the Owner and any Damage caused by the Contractor, the Owner, or their respective agents, representatives and employees. Such indemnity shall survive the final completion of the construction activities conducted on the Owner's Lot.
10. The Owner Deposit shall be held in a noninterest-bearing account.
11. The Owner and any other person, by submission of plans and specifications to the DRC for approval, agrees that he will not bring any action or suit against the DRC, any of its members, nor the Association, its officer, Directors or member regarding any action taken by the DRC.
12. By signature below, the Association acknowledges receipt of \$5,000.00 in the form of _____.

[SIGNATURES ON THE FOLLOWING PAGE]

**Appendix H:
Owner Deposit Agreement (page 4 of 4)**

Executed on the _____ day of _____, 20____.

OWNER:

Owner Printed Name

Owner Signature

Date:

Owner Address

CONTRACTOR:

Contractor Printed Name (solely for the purposes of Sections 8 and 9 hereof)

Contractor Signature

Date:

Contractor Address

ASSOCIATION:

Flagstaff Ranch Property Owners Association, Inc.

Received by: _____ Date: _____

**Appendix J:
Flagstaff Ranch Design Review Committee
DRC Submittal Cover Form #2**

_____ Miscellaneous Exterior Improvement _____ Modification of DRC Approved Plans

_____ Variance Request

Owner(s) _____

Lot Number _____ Lot Address _____

Contact Information (As Applicable)

Owner(s) Name _____

Current Mailing Address _____

Preferred Phone No(s) _____

Email _____

Architect / Designer's Name _____

Address _____

Phone Number(s) _____

Email _____

Builder / Contractor Name _____

Registrar of Contractor License Number _____

Address _____

Phone Number(s) _____

Email _____

Authorized Representative (If applicable – Will require a Power of Attorney Appendix C)

Name _____

Address _____

Phone Number(s) _____

Email _____

Description of Improvements or Change to Plans

Estimated Start Date _____ Estimated Completion Date* _____

**If not completed on or close to completion date, possible fines may be imposed.*

Include drawings, plot plan, description of materials, paint/stain colors and other items that might be required for an appropriate review. For exterior repainting approval include paint LRVs and a description of exactly where each color will be applied.

Signature of Owner or Authorized Representative _____

FOR DRC USE ONLY:

Date Received by DRC: _____ Received By: _____

**Appendix M:
Flagstaff Ranch Design Review Committee
Construction Agreement**

This Agreement must be completed, signed and on file with the DRC prior to the start of construction.

Owner(s) _____

Lot Number _____ Lot Address _____

General Contractor (Builder) _____

Arizona Registrar of Contractor's License No. _____

Owner and General Contractor Acknowledgements:

Owner(s) and Contractor acknowledge that they are familiar with and agree to comply with all of the requirements of the Flagstaff Ranch Residential Development Standards (RDS) including but not limited to the following sections:

1. RDS Section 6.0 Construction Regulations
2. RDS Section 7.9 Enforcement (Including DRC's ability to assess fines on the General Contractor for violations of the Construction Regulations)
3. RDS Section 5.11 Construction Deposits
4. RDS Section 5.14 Final Completion
5. RDS Sections 3.3 & 3.4 Site Work and Grading

Owner(s) and Contractor further acknowledge that they will comply with the Flagstaff Ranch CC&Rs and the Master Association Rules.

Construction Schedule:

Estimated Start of Construction Date _____

Estimated Date of Utility Hook-up _____

Estimated Date of Landscaping (If Applicable) _____

Estimated Final Completion (C of O) Date _____

OWNER:

Owner Printed Name

Date: _____

Owner Signature

CONTRACTOR:

Contractor Printed Name

Date: _____

Contractor Signature

**Appendix N:
Flagstaff Ranch Design Review Committee
Inspection Record**

Each builder / contractor or owner / builder is required to contact the representative of the Design Review Committee to arrange for the following inspections. **To request an inspection, call 928-226-3118.**

Lot #: _____ Date: _____

Pre-Construction

When: Building envelope has been staked, lot corners pinned/marked, trees have been marked, fire extinguishers are in place, portable toilet has been delivered, building permit from the county is on site. **Before any trees have been removed and before excavation.**

Purpose: Check building location, setbacks and trees – must be consistent with DRC approved plans.

Conference / Stake Out

Approved by: _____ Date: _____

Finish Floor

When: When stem wall has been constructed but **before grout.**

Purpose: Verify finish floor elevation.

Approved by: _____ Date: _____

Building Height

When: Roof framing is complete. Sheathing is not required.

Purpose: Verify overall building height. Inspect for deviations.

Approved by: _____ Date: _____

Exterior Materials and Colors

When: When siding and trim have been installed and small areas have been stained/ painted to match approved color board.

Purpose: Verify that all materials and color match color board including garage doors and windows. Resolve any discrepancies.

Approved by: _____ Date: _____

Stone

When: Approximately 30 sq. ft. of stone or veneer have been applied.

Purpose: Verify that the stone matches the proposed material and the grout color is acceptable and installation is professional.

Approved by: _____ Date: _____

Final

When: All exterior improvements are complete and before occupancy.

Purpose: Verify the improvements are consistent with DRC approved plans, color board and Residential Development Standards and COMPLETE FINAL INSPECTION CHECK LIST. Certificate of Occupancy to be provided to inspector.

Approved by: _____ Date: _____

DRC approval must be requested WHEN ANY VISABLE EXTERIOR CHANGES ARE CONSIDERED

When: Before any changes to approved plans are made.

Purpose: To verify that change complies with Design Guidelines **DRC approval shall be required.**

Applicant: Submit a Modification of Approved Plans Application (Appendix J) and corresponding fees (Appendix B), along with details of proposed changes to the DRC, as outlined in Section 5.13.

DRC Representative: Record requested changes and related approvals on Continuation Sheet.

**Appendix O:
Flagstaff Ranch Design Review Committee
Construction Completion Form**

New Construction: _____

Remodel: _____

Lot #: _____

Owner: _____

Site Improvements Completed

- _____ Site drainage addressed
- _____ Drainage culvert installed
- _____ Grinder pump installed properly
- _____ Construction debris removed
- _____ Utility trenches returned to natural state
- _____ All mechanical equipment screened from view, including AC unit
- _____ Construction disturbance restored and mulched
- _____ Construction signage removed
- _____ Landscaping completed
- _____ Gas Meter installed

Building Improvements Completed

- _____ All building improvements subject to DRC review have been completed in accordance with the DRC approved plans, specifications, color and materials
- _____ Exterior lights shielded and directed downward
- _____ Foundation or stem walls finished and planted
- _____ Under-deck screening installed
- _____ Exterior colors and materials were those approved by the DRC
- _____ All exposed metals painted to match adjacent surfaces

Comments:

Inspected By: _____ Date: _____

Total Amount of Construction Deposit to be refunded: _____

The property owner shall be notified in writing by the DRC as to the results. If the house fails to satisfactorily complete this inspection the construction deposit will be withheld and the owner will be given a date to correct all discrepancies.

Appendix Q:
Flagstaff Ranch Design Review Committee
Approved Plant List (page 1 of 2)

<u>Botanical Name</u>	<u>Common Name</u>
Trees	
AbiesConcolor **	White Fir
Acer spp. ***	Maple
Betulaoccidentalis	River Birch
Juniperus spp. *	Juniper
Malus spp. *	Crabapple
Picea spp.	Spruce
Pinus spp. ***	Pine
Populustremuloides ***	Quaking Aspen
Prunus spp. *	Cherry
Quercus spp. ***	Oak
Shrubs	
Amelanchier spp. ***	Serviceberry
Amorphafruticosa ***	False Indigo
Arctostaphylos spp.	Manzanita
Aroniamelancarpa	Black Chokeberry
Artemisia spp.**	Sage
Caryopteris spp.	Blue Mist Spirea
Cercocarpus spp.***	Mahogany
Chamaebatiaria millefolium ***	Fern bush
Chrysothamnus spp. ***	Rabbitbrush
Cornus spp.	Dogwood
Cowaniamexicana	Cliffrose
Fallugiaparadoxa ***	Apache Plume
Juniperus spp. **	Juniper
Holodiscusdumosis ***	Ocean Spray
Lonicera spp. *	Honeysuckle
Perovskiaatriplicifolia	Russian Sage
Picea spp.	Spruce
Pinus spp.***	Pine
Mahonia spp. *	Oregon Grape Holly
Philadelphus spp.	Mock Orange
Potentilla spp.	Potentilla
Rhus spp. ***	Sumac
Ribes spp. ***	Currant
Rosa woodsii ***	Woods Rose
Sambucuscoerulea ***	Blue Elderberry
Shepherdiaargentea **	Silver Buffaloberry
Symphoricarpos spp.***	Snowberry
Viburnum spp.	Viburnum
Yucca spp.***	Yucca
Grasses	
Blepharoneurontricholepis **	Pine Dropseed
Bouteloua spp. **	Grama
Calamagrostisacutiflora	Feather Reed Grass
Festucaarizonica ***	Arizona Fescue
Festucaovina *	Sheep Fescue
Carex spp.	Sedge

Muhlenbergia Montana ***
Muhlenbergiarigens
Muhlenbergiawrightii **
Panicumvirgatum **
Poafendleriana ***
Schizachyriumscoparium ***
Sorghastrumnutans ***

Perennials

Achilleasp.***
Agastache spp.**
Allium geyeri, cernuum ***
Antennaria spp. ***
Aquilegia spp. ***
Arctostaphylosuva-ursi ***
Artemisia spp. ***
Asclepiastuberosa ***
Aster spp. ***
Astragalusmollisimus ***
Berlandieralyrata ***
Calylophushartwegii ***
Campanula rotundifolia ***
Castillejaintegra ***
Daleapurpurea ***
Coneflower
Delphinium geraniifolium ***
Dicentra spp.
Echinacea purpurea *
Eriogonumumbellatum ***
Buckwheat
Fragariaovalis ***
Gaillardia spp. ***
Geranium spp. ***
Geranium Geumtriflorum ***
Iris spp. ***
Liatrispunctata
Lobeliacardinalis ***
Lupinusagenteus ***
Machaerantheracanescens ***
Mirailis multiflora ***
Monarda spp. ***
Primrose spp. ***
Oxytropislambertii ***
Penstemon spp. ***
Potentilla spp.***
Ratibidacolumnifera ***
Rudbeckia spp. ***
Salvia spp. *
Sedum spp. *
Sisyrinchiumdemissum *
Solidago spp. ***
Sphaeralceacoccinea ***
Thalictrumfendleri ***
Zauschnerialatifolia

Vines

Clematis spp.
Loniceraspp.
Parthenocissus spp.

Mountain Muhly
Deer Grass
Spike Muhly
Switchgrass
Mutton Grass
Little Bluestem
Indian Rice Grass

Yarrow
Hyssop
Wild Onion
Pussytoes
Columbine
Kinnikinic
Sage
Butterfly Milkweed
Aster
Woolly Milkvetch
Chocolate Flower
Fendler's Sundrops
Bluebell
Indian Paintbrush
Purple Prairie

Larkspur
Bleeding Heart
Purple Coneflower
Sulfur-Flowered

Wild Strawberry
Blanketflower
Cranesbill, Wild
Prairie Smoke
Iris/ Western Blue Flag
Gayfeather
Cardinal Flower
Silver Lupine
Wild Aster
Desert Four O'Clock
Beebalm
Primrose (spreading)
Lambert's Locoweed
Penstemon
Potentilla
Mexican Hat
Black-Eyed Susan
Salvia
Sedum
Blue Eyed Grass
Goldenrod
Globe Mallow
Fendler's Meadow Rue
Hummingbird Trumpet

Clematis
Honeysuckle
Virginia Creeper

**Appendix R:
Flagstaff Ranch Design Review Committee
Prohibited Plant List**

For weed identification, use a reference text like Weeds of the West by the Western Society of Weed Science or Various web references like:

<http://cals.arizona.edu/extension/azffig/>

http://www.cpluhna.nau.edu/Biota/invasive_exotics.htm

http://www.aragriculture.org/horticulture/ornamentals/weed_id/default.htm

http://www.ergonica.net/Weed_Lists2.htm

<http://www.governor.state.az.us/ais/Documents/Final%20Invasive%20Report%20low%20res.pdf>

Remove noxious weeds immediately and early in the season as they can spread quickly and become unmanageable.

For more information on weed management and identification, contact the Coconino County Cooperative Extension Office.

Appendix S: Flagstaff Ranch Design Review Committee Fire Mitigation Requirements (page 1 of 3)

Background – As part of the original zoning for Flagstaff Ranch in 2001, a Fire Mitigation Plan was prepared by the developer and approved by Coconino County. Section 2 of that plan included various requirements relating to residential construction design and materials. Section 3 of the plan described certain requirements relating to maintaining a safe environment through fuel management practices.

The plan also included requirements relating to fire protection and emergency medical services for the community. Subsequent to the preparation and approval of the plan, the Flagstaff Ranch Fire District was formed under Arizona Revised Statute 48-261.A as a political subdivision of the State of Arizona. Its purpose is to provide the services deemed necessary for fire protection, the protection of life and the conservation of property. Emergency medical services are now provided by a qualified third-party.

As the result of the subsequent developments described above, The Flagstaff Ranch Property Owners Association and the Flagstaff Ranch Fire District have developed updated Fire Mitigation Requirements. These requirements address the areas covered in Sections 2 and 3 of the original plan. The original requirements have been clarified, updated for current best practices and put in a form that will allow for reasonable enforcement. The updated Fire Mitigation Requirements are as follows:

Construction Design and Materials – These requirements will be incorporated into the Residential Development Standards and will be enforced by the Flagstaff Ranch Design Review Committee through the Design Review Process.

- Fire Sprinkler Systems – All homes will include automatic sprinkler systems in all heated areas. These systems will meet NFPA standards and must be installed by a certified fire sprinkler contractor. Appropriate freeze protection must be provided.
- Smoke Detectors – Required by code.
- Exterior Walls
 - For lots with a less than 6% slope - Ignition resistant material (Class 3 or better) must be used on the exterior of all walls from the foundation to the underside of the roof. Materials meeting this requirement include heavy timber, ignition resistant planks or siding, fire treated wood and non-combustible materials.
 - For lots with a 6% or greater slope - There must be at least 4' of non-combustible material above the finished grade on the exterior of all walls on the downside slope(s), or as an alternative, there must be a 30' defensible space along all the walls on downside slopes.
- Roof Eaves – All eaves must be enclosed with an ignition resistant material (class 3 or better). If soffit vents are included they must be metal with ¼ inch louvers.
- Roof Systems – All roof systems must have a Class 1 (Class A) rating.
- Exterior Decks and Patio Covers – These structural elements must be constructed of ignition resistant materials (Class 3 or better). The underside of patios covers must be covered with ignition resistant materials or constructed with heavy timbers.
- Glazing – All glazing must be tempered glass, dual pane glass or glass block. This includes windows in doors, garage doors and skylights.

**Appendix S:
Flagstaff Ranch Design Review Committee
Fire Mitigation Requirements (page 2 of 3)**

- Exterior Doors – All exterior doors must be solid core wood not less than 1 3/4 “ thick or have a fire protection rating of at least 20 minutes. Sliding Glass Doors must be glazed with tempered, dual pane glass.
- Garage Doors – Garage doors must be solid core wood not less than 1 3/4“ thick, have a fire protection rating of at least 20 minutes or be non-combustible.
- Attic and Foundation Vents - All attic and foundation vents must be in a metal enclosure with 1/4” metal mesh screening.
- Spark Arrestors – All chimneys must have an approved spark arrestor with 12 gauge welded wire or woven mesh with openings not to exceed 1/2”.
- Chimneys – Chimneys, for wood burning, gas fueled, or pellet burning appliances, must be at least 10’ away from any existing tree canopies or planned new trees.
- Structural Addressing – All homes should have address numbers posted on the structure in a manner that is clearly legible from the street. If this is not possible due to the distance of the home from the street, a freestanding address marker along the driveway just inside of the property line should be installed. Freestanding address markers must be approved by the Design Review Committee.
- All plans for new construction or additions must be reviewed by the Flagstaff Ranch Fire District to certify compliance with these requirements prior to applying for a county building permit.

Fuel Management Practices (Firewise Community Standards) - The entire community of Flagstaff Ranch has undergone extensive forest fuel management treatment, and has been thinned to appropriate tree densities to reduce the threat of extreme fire behavior. The following requirements are focused on maintaining fire safety conditions in the community. They will be incorporated into the Master Association Rules and will be enforced by the Flagstaff Ranch Property Owners Association. Violations will be subject to the fine policy included in the Master Association Rules.

Maintain the required ‘defensible space’ around the home. The minimum defensible space will be considered to be 10’ from any portion of a structure, or up to the property line whichever is the least. Where feasible a 30’ defensive space is recommended. The following requirements will apply to the minimum required defensible area. (Enforcement of this this requirement will be focused on the period from May 1st to September 30th.)

- No excessive build-up of pine needles, dead leaves or fallen branches. This includes areas under decks and porches.
- Remove dead trees, plants and flowers.
- Cut or otherwise eliminate dried grasses.
- Trim tree branches at least 10’ back from chimneys and at least 5’ from any combustible components of the home including the roof. Tree distances less than 10 feet from the structure can be considered on a case by case base, with approval of the Fire District.
- No storage of materials of any kind under decks or adjacent to the home.

**Appendix S:
Flagstaff Ranch Design Review Committee
Fire Mitigation Requirements (page 3 of 3)**

- No storage of firewood within 10' of any structure from May 1st to September 30th.
- Remove branches from Ponderosa Pines up to 6'. For smaller ornamental trees, remove branches up to 3' to 4' as the tree height permits. In all cases keep tree branches at least 12" off the ground.
- No excessive build-up of pine needles, leaves and other debris on roofs, gutters, decks and porches.
- Portable Grills must be lidded and fueled by natural gas or propane. They must also be covered when not in use. Permanent Grills must be approved by the DRC.
- Permanent and non-permanent fire pits must be fueled by propane or natural gas. Permanent fire pits must be approved by the Design Review Committee.
- Open fires are not permitted under any circumstance.
- Smoking is prohibited on all Property Owners Association Common Area Tracts including the Community Center. Outdoor smoking is prohibited on any lot or tract within the community except in designated smoking areas identified by appropriate signs.
- The Flagstaff Ranch Fire District shall conduct regular evaluations of all property within the community to insure maintenance of forest health and fire safety.

**Appendix U:
Flagstaff Ranch Design Review Committee
Aspen Shadows Condominium Construction Requirements**

Design Review Fees

Pre-Design Conference \$500 – If all three buildings are materially the same in structure and design, only one conference is required for all three buildings. Any material changes to subsequent buildings will require another conference and fee. This fee will be due prior to the Pre-Design Conference.

Preliminary Design Submittal Fee \$3,000 – This will cover all three buildings if all three buildings are materially the same in structure and design. If another Pre-Design Conference is required due to material changes to the structure and design of a subsequent building, another Submittal Fee will be required for that building. This fee will be due with the Preliminary Submittal.

Final Design Submittal Fee \$1,000 – Each building will require a final submittal and fee due to the varying site conditions and foundation requirements for each pad. This fee will be due with the Final Submittal.

Construction Inspection Fee \$1,000 – This will be per building. This fee will be due prior to the scheduling of the Pre-Construction Inspection.

Other Requirements

Construction Deposit \$20,000 – This will apply to each building and will be refundable upon a final inspection that indicates that the building and landscaping have been completed per the approved plans. The refund will be subject to possible deductions per Section 7.9 of the RDS and Article XIX of the CC&Rs. This deposit must be paid prior to the Pre-Construction Inspection and the issuance of the Authorization to Proceed.

Assurance of Completion – Prior to scheduling the Pre-Construction Inspection and the issuance of the Authorization to Proceed, the Builder/Developer will provide the DRC with evidence, satisfactory to the DRC, that the Builder/Developer has sufficient funds and/or financing to complete the building and landscaping per the approved plans. (This could be satisfied with a performance bond.)

Construction Logistics Plan - Prior to scheduling the Pre-Construction Inspection and the issuance of the Authorization to Proceed, the Builder/Developer will provide the DRC with a detailed plan, acceptable to the DRC, for handling the construction site logistics, including but not limited to, material delivery and storage, contractor parking, dumpster and portable toilet placement.

Construction Schedule – Prior to scheduling the Pre-Construction Inspection and the issuance of the Authorization to Proceed, the Builder/Developer will provide the DRC the construction schedule with milestone dates for significant items and completion. Those dates will be used for enforcement purposes, but can always be extended at the DRC's discretion.

Waste Water Tap Fees – These items must be paid for each condominium unit prior to scheduling the Pre-Construction Inspection and the issuance of the Authorization to Proceed.