

Bright Star Community Design Guidelines

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DESIGN PHILOSOPHY

The architecture of Bright Star is to be organic and to promote a village like feeling. Our aim is have environmentally sensitive architecture, with landscaping that will incorporate to the extent possible native materials and plantings indigenous to Yavapai County. Dry land plantings, sensitivity to low water use is integral to Bright Star's overall water use plan. The aim is to create a diversified, but unified and coordinated environment that is pleasing to the eye.

The palette of exterior materials and colors will be strictly controlled. It will include earth tones, and Tuscan colorings. Designs will not seek to dominate the natural environs, or each other. We cannot improve on nature.

This precept of an architecture that creates community will be the primary goal of the Design Review process.

1.0 PROPERTY DESCRIPTION

Bright Star, consisting of approximately 391 acres in Eastern Chino Valley, Arizona, is located on ranching land, which has been used to run cattle for almost 100 years.

2.0 INTRODUCTION TO THE DESIGN GUIDELINES

The architectural standards and design restrictions set forth in the Design Guidelines have been established to create a workable, village like community that is attractive to all, and a pleasant place to live.

Any capitalized terms used in the Design Guidelines that are not defined in Section 16 ("Definitions") shall have the same meaning as described in the Declaration.

3.0 DESIGN REVIEW

In general, the design review process is divided into five phases. Sections 9.0 through 9.14 and 13.0 provide detailed description of the requirements for each phase and a description of the Review Structure.

The first phase (Pre-Design Meeting/Site Visit) is an optional meeting at the discretion of the Declarant with the Reviewer, the Owner, and/or the Owner's architect/designer before any plans are prepared. At this Pre-Design/Site Visit meeting, the Reviewer will go over the Design Guidelines, the design review process, point out any unique characteristics of the Unit, and provide the Owner or the Owner's architect/designer with a Preliminary Submittal Checklist.

The second phase (Preliminary Submittal) provides for the review and approval of preliminary architectural and engineered grading/site plans and other required information and materials by the Reviewer before the Owner finalizes the design. Under some circumstances, models may be required. See Section 9.6 for a detailed description of the Preliminary Submittal requirements.

The third phase (Final Submittal) is to ensure that the final architectural and grading/site plans and construction drawings are consistent with the previously approved preliminary plans and the Design Guidelines.

The fourth phase (Construction Term) can begin with a Pre-Construction Conference at option of Declarant with the Owner and/or the Owner's builder, and can include, at discretion of Declarant, periodic monitoring of the building process by the Reviewer. A Landscape Plan must be prepared and submitted to the Reviewer for approval prior to completion of construction. See Section 7.0 through 7.2 for Landscape Guidelines.

The fifth and final phase (Final Review) includes a review by the Reviewer to determine whether actual construction has been completed in substantial conformance with the approved plans.

The design review process was developed to provide checkpoints along the way so time is not wasted on plans and designs that do not adhere to the Design Guidelines or the overall principles of Bright Star.

Time to complete construction of any residence shall conform to the guidelines as set forth in section 9.10.

3.1 OWNER'S RESPONSIBILITIES

Each Owner is responsible for complying with the Design Guidelines, and all provisions of the Bright Star Declaration of Covenants, Conditions and Restrictions, and the rules and regulations of any applicable Governing Authority.

It is strongly recommended that Owners retain the services of competent professionals in the planning, design, construction, and landscaping of the Residence. This includes architects, designers, landscape architects, engineers, builders, and other contractors who understand of the philosophy, intent, and requirements of the Design Guidelines, and have demonstrated their ability to produce an attractive, cost effective, functional Residence that fits harmoniously into the Bright Star environment. A competent professional can conduct a thorough analysis of a particular Unit, understand the Owner's special needs and living patterns, and convey to the Reviewer, through drawings and a model, if required, the concept and design of a proposed Residence or other Improvement.

The Owner is responsible for the conduct of, and payment of any unpaid fines imposed by the Community Council on any of the Owner's agents, representatives, and contractors, including the Owner's Builder and the Builder's subcontractors while they are in Bright Star during the time the Owner's Residence is under construction. If the Owner's Builder fails to meet any Design Guideline obligations and the Builder's bond is insufficient to remedy the Builder's default, the Owner shall be responsible for paying the deficient amount, and a lien will be recorded against the Unit until the Owner pays the deficient amount.

The builder and/or the owner has the right to appeal any fines levied for non-compliance to the reviewer or the Bright Star Board of Directors.

4.0 BUILDING ENVELOPES

To ensure fire accessibility, etc. The Town of Chino Valley has established building envelopes (constituting permissible setbacks on side, front and rear) for all Units in Bright Star. Copies of the plats are available for review from the engineer of record.

The Building Envelope defines the maximum allowable construction area. The Driveway Easement is not part of the Building Envelope.

Before any conceptual planning is done, the Owner and/or Owner's architect/designer must consult with the Reviewer to verify the location of Building Envelope corners. Any proposed modifications to the Building Envelope must be submitted to the Reviewer for approval. The Reviewer may approve minor adjustments to the Building Envelope line if the Residence to be constructed within the revised Building Envelope does not have an adverse impact upon the natural features of the Unit or the views from neighboring Units. The square footage of the proposed Building Envelope must be equal to or less than the square footage of the original Building Envelope.

Within the Building Envelope, Residences should be located where drainage, soil, and geological conditions will provide a safe foundation. The Residence must be designed and located so it does not completely fill the Building Envelope. Room must be allowed between the Residence and the Building Envelope line to provide working space for all construction activities.

Early consideration should be given to any future expansions or building needs, such as guesthouses, dog runs, pools, etc. These Improvements shall occur within the Building Envelope. Any such future considerations must be shown on the Preliminary Submittal.

All areas outside of the Building Envelope that are disturbed during the construction process must be finished graded. The Builder must then submit a landscape or ground cover plan to the Reviewer for approval. Once approved the Builder shall proceed with completing the landscaping within 120 days of completion of construction and issuance of a Certificate of Occupancy. Once completed the Reviewer will authorize the release of the Builder's bond.

Section 5.6 describes Building Envelope requirements for combined Units.

5.0 SITE PLANNING

Each Unit within Bright Star is unique in terms of design opportunities and constraints. In order to take full advantage of these unique attributes, each Residence will require site-specific design and construction solutions. Builders with residential homes that have been pre-approved by the Reviewer will not be required to have a site specific design or construction solution.

Residences should be sited so that important views are protected, natural drainage is not altered, and the overall philosophy of harmoniously integrating the Residences with one another is achieved within the setbacks of the lot.

The Owner and the Owner's architect/designer should understand that in reviewing any

proposed residence, the Reviewer will consider the potential impact of the proposed residence or improvement on the views and privacy of neighboring units. The proposed residence should therefore be located and designed to minimize any impact on the views and privacy of neighboring units.

Any proposed Residence or Improvement that, in the opinion of the Reviewer, overwhelms the Building Envelope or is inconsistent with the philosophy of Bright Star will be sent to the Bright Star Board of Directors for their review and comment.

5.1 CULVERTS, GRADING AND SITE PLAN

It is required that owners, and the owners architect/designer establish a Grading/Site Plan which addresses all grading, hydrological and drainage issues that conform to the Chino Valley approved site plans that have been based on the engineered master plan.

The plan shall establish the existing natural grade in sufficient detail as may be required by the Reviewer to fully evaluate the potential impact of the proposed Work on existing trees, and the extent of any proposed cuts and fills, retaining walls, or extended foundations. The Grading Plan shall include all of the information listed in Section 9.

All site drainage and grading must be done with the goal of minimum disruption to the Unit and adjoining units. Surface drainage shall not drain to adjoining Units except as established by natural drainage patterns, nor cause a condition that could unnaturally lead to off-site soil erosion. Excessive cut and fill is discouraged.

Prior to completion of construction, all disturbed areas must be re-contoured to final grade as per the approved Chino Valley drainage and grading plan. Landscaping to follow, within 120 days of completion of construction and issuance of a Certificate of Occupancy, per the approved landscape plan. See Section 7.0 through 7.2 for Landscape Guidelines.

Structures, roads, driveways and all other improvements should be designed with the objective of fitting the existing contours of the site as nearly as possible, with minimal Excavation and Fill.

Drainage culverts will be required on units where the Town of Chino Valley building code requires them. All culverts, drainage pipes and structures shall be concealed and have stone or native boulder headwall coverings to promote a natural setting.

The Grading/Site Plan shall ensure that when a driveway intersects a street, the existing road drainage system is maintained. Damage caused by altering the natural flow of water across one Unit and onto other Units or Common Areas is the responsibility of the Owner of the Unit that caused the unnatural drainage flow.

Natural drainage ways occur frequently throughout Bright Star and shall not be obstructed. Improvements should be sited to avoid these washes, although they can be sited at the edge of the wash. Livable areas, decks, and other improvements designed and constructed to bridge washes without obstructing 100-year storm flows are encouraged.

5.2 DRIVEWAY ENTRANCE

Driveway width shall be determined as per the width of the garage (2 car, 3 car, etc.) for the Unit except as approved for parking and turn-around areas. In no case should the driveway be less than 14 feet in width. Only one driveway entrance will be permitted for each Unit unless physical site conditions dictate otherwise, as determined and approved by the Reviewer. Unless required or previously platted, driveways will not be permitted from collector streets.

Driveways shall be constructed of an approved hard surface material. Asphalt, uncolored concrete, embossed concrete, exposed aggregate, colored concrete, flagstone, and appropriately colored interlocking concrete pavers are all accepted driveway materials. Feature strips of separate materials and special aggregates in exposed aggregate concrete will be reviewed on a case-by-case basis. Driveways of loose granite or other similar loose materials are not permitted.

Drainage structures beneath driveways must be concealed by using approved plant material, rock, or stone. Freestanding walls, posts, signs, planters, gates, beams, arches, or other similar features are not permitted. To provide a professional appearance, the roadway at the intersection of the driveway shall be saw-cut to provide for a smooth transition with the driveway.

5.3 FENCING

All fences must be approved by the Architectural Review Committee prior to erection.

PRE APPROVED SAMPLE LIST

The use of fencing in front yards is not allowed unless it is less than three feet in height, decorative and does not obstruct view lines. Wrought iron, split rail or picket decorative fences are permitted in the front yard.

Fences shall be constructed on rear property and side property lines where adjacent to roads (or, in case of perimeter lots on Peavine Trail if the rear of the property is within 150 feet of the road and visible) to a height of six feet. In the event of being adjacent to a road or the Peavine Trail, all fences must be of block of same material and color used throughout the community and erected by an approved, licensed and insured contractor to assure consistency of fencing throughout the community. Textured block will be required to be used on the top course of each required block fence along roads or the Peavine Trail.

Nonetheless, all fence locations, materials, and heights shall be approved by the Reviewer. Fences shall not exceed six feet in height.

Fences must be solid. Fence materials shall be compatible with those used on the primary Residence and of similar color and materials. Only solid block walls are allowed as described above. Galvanized chain link, barbwire, plywood, chain and bollard fences are not permitted.

See Section 6.19 for Dog Runs.

5.4 SPORT/RECREATIONAL SURFACES

With the exception of Estate Lots in the East of the subdivision, due to the size of the Building Envelopes, it is anticipated that the majority of the Units will not accommodate a sports/recreational court. However, requests to construct such a surface will be handled by the Reviewer on a case-by-case basis.

5.5 FOUNDATION/RETAINING WALLS

All retaining walls are subject to approval by the Reviewer. All foundation walls or retaining walls above grade shall have a surface treatment on the area approximately

6 inches above finish grade, as approved by the Reviewer. Site or landscaping retaining walls shall not exceed 4 feet in height. Retaining walls as an extension of the Residence shall not exceed 6 feet in height.

Retaining walls may be constructed of boulders, stone clad walls or dry-stacked rock to create a natural appearance and level change. Retaining walls, which are not visible from neighboring Units, streets, a Private Amenity, or Common Areas, may be constructed of other materials with prior written approval of the Reviewer. It is strongly recommended that the Owner and/or Builder retain the services of a licensed engineer to design all retaining walls.

See Section 6.11 for stem walls and areas beneath patios, porches, and balconies.

5.6 COMBINING UNITS

An Owner of two contiguous Units may combine the two Units into a single Unit only for the sole purpose of constructing a single Dwelling Unit and only after obtaining prior written approval of the Reviewer/Board. The Town of Chino Valley will then have to approve a re-platt of the two units into a single unit. The Declaration provides additional information on combining Units. While combining two or more Building Envelopes may be beneficial in providing more natural space between Units and may improve some view corridors, the Reviewer will consider the impact on other view corridors and privacy of other nearby Units or Common Areas. The square footage and location of the Building Envelope proposed for the combined Units must be approved by the Reviewer/Board and conform to the Town of Chino Valley build code.

The Owner is required to submit a proposed revised Building Envelope for the combined Unit as early in the design process as is reasonably possible prior to the Preliminary Submittal.

All actions and expenses associated with pursuing any required Governing Authority's approval shall be the responsibility of the Owner.

6.0 ARCHITECTURAL DESIGN

In some cases the Reviewer may require the siting and design of the Residence to conform to the existing topography and natural vegetation of the Unit.

A more horizontal design approach, using gentle terracing of the Residence, will be more appropriate on Units with minor slopes.

6.1 BUILDING HEIGHTS

The maximum preferred height of any Residence is 20 feet measured vertically from any point of the structure to existing natural grade, finished grade, and lowest finished floor level. The height may be increased up to 26 feet to accommodate up to a 12/12 pitch roof.

Chimneys may extend three feet above the finished ridgeline.

Notwithstanding the maximum building heights set forth above, the Reviewer may disapprove a proposed Residence or other Improvement if, in the Reviewer's opinion, the Residence or Improvement appears excessively prominent because of its height when viewed from any street, a Private Amenity, Common Area, or another Unit. If the Reviewer disapproves the height of a proposed residence the owner/architect can appeal for a variance to the Board of Directors

6.2 MINIMUM RESIDENCE SIZE

Except for Residences located within "Clustered Housing", the minimum square footage of heated space of any Residence permitted on a Unit shall be at least 1,000 square feet exclusive of garages, basements, patios, breezeways, and other unheated areas.

6.3 PARKING SPACES/RECREATIONAL VEHICLES

Each Residence shall contain parking space for at least two automobiles in an enclosed garage, either attached to or detached from the main structure of the Residence.

To accommodate guest parking, a minimum of two parking spaces must be provided within the Building Envelope and must be of the same pavement material as the driveway, refer to section 5.2. All recreational vehicles and campers must be stored in garages. All garage doors must remain closed when garages are not in use. Where possible, a turn-around area, of the same pavement material as the driveway, should be provided within the Building Envelope so that vehicle will not be required to back out onto the street. Carports are not permitted.

6.4 ANTENNAE, SATELLITE DISHES AND FLAGPOLES

Exterior antennae, aerials, satellite dishes, and other such apparatus for the transmission or reception of television, radio, satellite or other signals may be erected on a Unit so long as they are screened from view as much as is reasonably possible from any street, Private Amenity, Common Area or another Unit. All satellite dishes must be of a color approved by the Reviewer, and must comply with the Town of Chino Valley Building Code. All antennas, aerials, etc. except TV satellite dishes and Internet antennas must be approved by the Reviewer prior to construction. The Reviewer may suggest a location for the satellite dish or Internet antenna prior to installation.

A flag or banner may be hung from a temporary, non-vertical, five-foot maximum length

pole that is inserted into a bracket mounted on the Residence. Freestanding flagpoles are not permitted except on Estate Lots of more than an acre. Any flag or banner deemed offensive or inappropriate by the Declarant/Board shall not be displayed anywhere on a Unit. The flagpole shall be painted a color to match the body or trim of the house.

6.5 SWIMMING POOLS

Pools and spas shall be screened from view from any street, Private Amenity, Common Area, or another Unit and shall be fenced according to all applicable governmental regulations. The initial or subsequent installation of either a pool or a spa shall require submission of drawings and prior approval by the Reviewer. Pools or spas shall be made an integral part of the deck or patio area and/or landscaping.

6.6 BASKETBALL BACKBOARDS, CHILDREN'S TOYS, PLAY EQUIPMENT & OTHER RECREATIONAL EQUIPMENT

Permanent installation of basketball backboards, and all other recreational equipment outside of a Residence is prohibited, except in the backyards or, alternatively, anywhere on Estate lots of more than one acre provided they are shielded from the view of the Common Area. While in active use, children's toys and portable recreational equipment within the Building Envelope and shall not obstruct a neighboring Owner's view of a Private Amenity or Common Area. When not in active use, all such toys and portable recreational equipment must be stored within the Residence.

Tree houses are prohibited.

Children's play equipment may be placed outside a residence, but may be of no more than 6 foot in height and must be shielded from view from neighbors or the Common Area.

6.7 ADDRESS BOLLARDS

Each Estate Lot Units on more than one half an acre shall have installed prior to completion of the Residence, an approved address bollard with the Unit's address number affixed to it. The Reviewer has designed the approved address bollard. The Builder must bring an approved address bollard number plate to the Pre-Construction Meeting.

Garden Homes, Clustered Parkside Homes and Single Family Units of less than a half acre shall have Address numbers attached to the Residence. The design of those numbers shall be according to The Reviewer's pre approved design.

The address bollard or address numbers must be installed prior to receiving Final Review. The address bollard may be lighted with a small spotlight, provided that the light source is not visible and the fixture has a 90-degree cut-off.

6.8 SIGNS

See Exhibit C – Declaration of Covenants, Conditions, Restrictions, and Easements for Bright Star.

6.9 SERVICE YARD

All above ground garbage and trash containers, firewood storage, clotheslines, mechanical equipment, and other outdoor maintenance and service facilities shall be screened from streets, a Private Amenity, Common Areas, and other Units.

All electrical transformers, cable TV junction boxes, telephone equipment, water connection boxes and other related fixtures shall be located in the area of least possible impact or screened from view and/or attractively landscaped with low stone walls, boulders, or native plantings. APS panels must be on the side corner within 3 feet of the front of the building.

At no time shall firewood storage be covered with any material such as plastic or canvas tarps.

Adequate drainage shall be provided around all grinder pumps. Grinder pump covers shall be painted to match the surrounding area.

6.10 GUESTHOUSES, GAZEBOS AND GARAGES

Any attached or detached guesthouse, gazebo, storage shed, or garage must be reviewed and approved by the Reviewer prior to construction, and shall be of the same architectural style, color, and material as the Residence or of a style, color and material that is generally recognized as complimentary to that of the Residence, and shall be visually related to the Residence by walls, courtyards, or landscape elements. Any guesthouse, gazebo, storage shed, or garage must be built entirely within the Building Envelope and comply with all local zoning regulations.

6.11 DECKS, BALCONIES, PORCHES, PATIOS AND COURTYARDS

Decks, balconies, porches, patios and courtyards shall be designed as an integral part of the Residence to provide maximum enjoyment of exterior spaces and views from and to the Unit. Decks must be located so as not to obstruct or diminish the view from adjacent Units. Deck construction shall not occur over easements and must comply with all local zoning requirements.

Deck surfaces, top and bottom railings, and vertical posts, must be painted or stained to harmonize with the color of the Residence. All deck surfaces, posts, railings, etc. are subject to approval by the Reviewer on a case-by-case basis.

Decks, balconies and porches shall be supported by rock, stone or wood columns, with ground cover underneath if the underside is visible to neighboring units. All deck columns, whether supporting or decorative, must be at least 6 inches by 6 inches in cross-section and constructed of materials approved by the Reviewer.

Lattice work or other architectural screens are permitted under elevated decks, balconies or porches, but must be approved by the Reviewer. For elevated deck, balconies or porches where the underside is visible, then underside must be painted to match the surface of the deck or the main body of the house.

Proposed deck, railing, and column materials and colors must be included as part of the Final Design Review Submittal.

6.12 SOLAR APPLICATIONS

All solar applications are subject to approval by the Reviewer on a case-by-case basis. Solar panels must have the appearance of a skylight that is installed flat to the roof surface and finished with trim that blends with the color of the roof. Such solar panels shall not involve the removal of any existing trees or cause excessive glare or reflection.

6.13 FIREPLACES

All fireplaces and wood burning devices must be approved by the Environmental Protection Agency (EPA) in accordance with the Town of Chino Valley's standards for particulate emissions and conform to Chino Valley's building code.

6.14 ORNAMENTAL OBJECTS

Exterior ornamental objects such as, but not limited to, metal, ceramic, or wood sculptures, statues and plastic animals will not be permitted outside of the Building envelope. Such objects are permitted inside the Building Envelope only when they are less than 36 inches tall and located where they may not be viewed from any street, a Private Amenity, Common Area, and other Units.

6.15 MAIL BOXES

Individual mailboxes on Units are prohibited. Mailbox clusters are located throughout the community.

6.16 STORAGE BUILDINGS

Storage buildings that are detached from the Residence are permitted provided they meet guidelines established for a detached garage, guesthouse, or gazebo.

Storage buildings as with other detached buildings require the approval of the Reviewer and a building permit from the Town of Chino Valley.

6.17 WINDOW AWNINGS, OVERHANGS, AND SHUTTERS

Installation of any window awnings, overhangs, and/or shutters is subject to Reviewer approval on a case-by-case basis. If approved, the color of such awnings, overhangs, and/or shutters must complement or harmonize with the color of the Residence.

6.18 BIRDBATHS, BIRDHOUSES, AND BIRD FEEDERS

Installation of any freestanding birdbath, birdhouse, or bird feeder that is more than 36 inches above the ground is subject to Reviewer approval. All birdbaths, birdhouses and bird feeders must be installed within the Building Envelope.

6.19 DOG RUNS

All dog runs must be located entirely within the Building Envelope as approved by the Reviewer on a case-by-case basis. All dog runs should be screened from view from all adjacent properties with landscaping, permitted fencing, or natural vegetation. Dog runs are to be constructed with post of coated metal tubing and rails stained the same color as the Residence, with posts set in concrete, no more than 5 feet high, at least 4"x4" in cross-section, and no more than 6 feet. Top rails should be at least 2"x 6". Other horizontal rails must be at least 2" x 4", and be spaced no more than 18 inches apart. Chain link, if vinyl coated in a brown or green color may be installed on the interior of the rails, provided the chain link is buried at least 6 inches below ground. If properly supported with rails, vinyl coated chain link may also be installed as a cover for the dog run. Exterior planting around the dog run must be coordinated with the overall Landscape Plan, be properly irrigated and maintained, and be dense enough to obscure the rails.

Animal kennels are prohibited. No animal enclosure shall provide shelter for more than 2 dog's over 6 months of age.

6.20 GREENHOUSES

Construction of any greenhouse is subject to Reviewer approval on a case-by-case basis. If approved, the greenhouse must be attached to the Residence.

6.21 SCREEN DOORS

Installation of a screen door to a Residence or garage does not require Reviewer approval, provided the door material and color complements or harmonizes with the color of the Residence.

6.22 FIRE SPRINKLERS

The Town of Chino Valley currently does not require an interior fire sprinkler system.

6.23 FIRE CLEARING/VEGETATION MANAGEMENT

Each residence will be required to clear dead vegetation around all finished walls. Trees above 15 feet in height shall not be disturbed in the clear area and other vegetation elements such as ladder fuel material and ground cover may be reduced. It should be noted that retention of existing plant material is important to prevent excessive erosion. The Reviewer may on a case by case basis require an owner, at owner expense, to reduce the fire hazard of the unit as described by the Chino Valley Fire Department's Guidelines.

6.24 BUILDING MASSING

Designs should provide for changing wall planes and roof forms to the Residence give diversity and visual interest and to assist in conforming with existing natural slopes. Every attempt should be made to minimize the actual and visual height of the Residence.

6.25 WINDCHIMES

Exterior wind chimes are discouraged but if installed must be placed so as not to annoy neighboring units.

6.26 PRESERVATION OF SIGNIFICANT VIEWS

Two kinds of views are important at Bright Star:

1. Views from any proposed Residence, and
2. Views of any proposed Residences and significant natural features beyond.

Both kinds of views shall be taken into consideration when designing and locating a proposed Residence on a Unit. The objective is to create as many opportunities for views as possible, within the constraints posed by each Unit and the objectives of the Design Guidelines.

6.27 EXTERIOR LIGHTING

All exterior lighting shall be in conformance with Chino Valley Town ordinances, shall be conservative in design, with a low intensity (maximum 25 watts), concealed bulb that is shielded to direct the light downward to minimize glare when viewed from neighboring Units, Common Areas, or Private Amenities. If directed upward, the light shall be blocked by a soffit or roof overhang, and not exposed to the night sky.

Carriage lights with semi-opaque glass panels installed with a frosted bulb not exceeding 25 watts are allowed.

Specification sheets showing the type, size and other characteristics of all exterior lighting fixtures must be included as part of the Preliminary Submittal documents.

Lampposts of any type, and/or floodlights are not permitted. "Mushroom"-type landscape lights that do not have a visible light source and direct the light downward are permitted.

A limited number of lighting fixtures may be used to up-light trees and/or architectural features as approved by the Reviewer on a case-by-case basis. See Section 6.14 for lighting an address bollard.

Temporary, exterior Holiday lighting is permitted. Such lighting must be removed within a reasonable period of time after the Holiday but no later than January 25th.

Low voltage, downward deflecting driveway/sidewalk lighting is permitted but must be installed so as to avoid the runway lighting effect.

6.28 ROOFS

Roof pitches and overhangs will vary as dictated by architectural design. Roof slopes shall be no less than a 4:12 pitch with a maximum pitch of 12:12. Flat roofs over small areas may be permitted if approved by the Reviewer on a case-by-case basis.

The predominant roof form shall be either shed, gable, and/or hip and shall be generally

consistent throughout the Residence. Proposed Residences with a single, unbroken ridgeline will not be approved. Ridgelines must not exceed 54 feet in length before a change occurs in direction or elevation. Roofs shall not descend closer than 7 feet from grade. Overhangs are to have a minimum 12" finished overhang but cannot exceed 30" measured horizontally from the finished wall to the inside fascia.

Mansard, dome, and other unconventional roof forms are not permitted.

Roof surfacing materials are an important visual element of the overall design. The following roof surfacing materials are permitted: flat concrete tile of an approved color, slate, metal, weathered copper, or pre-approved premium grade/heavy duty 40-year asphalt shingles preferred, 30-year acceptable. Wood shingles or woods shakes, of the fire resistant type, are permitted.

It is important that all roof materials be of a color that blends naturally with its setting and coordinated with the trim and body color of the home. All roofing materials and colors are subject to approval by the Reviewer.

6.28.1 GUTTERS & DOWNSPOUTS

Gutters and downspouts are required, per the local building code, to prevent erosion and to direct water to natural drainage areas or away from neighboring units. The color of the gutter and downspout should match the trim or the house body color that they are attached to.

6.29 MATERIALS - EXTERIOR SURFACES

Exterior surface materials shall harmonize with the natural landscape. Properly colored and textured stucco may be permitted as an exterior.

It is recommended that a minimum of 10% of front elevation of any home must contain manufactured stone or some other accent material approved by the ARC to enhance to architectural look of the community.

The following exterior facing materials are specifically prohibited: reflective surfaces, and other materials whose appearance, in the sole judgment of the Reviewer, does not conform to the design philosophy of Bright Star.

Glass when used, may not be mirrored. Glass block is permitted but is limited to a maximum of 8 square feet on the front elevation and it is recommended not to exceed 20 square feet total on any Residence.

The Reviewer is required to review and approve any of the following on a case by case basis; ornamental columns, grills, lattice, metal deck railings, extensive "shingled" wall surfaces, and "gingerbread" decoration. Shutters and window boxes are also subject to Reviewer's approval.

6.30 EXTERIOR WALL COLORS

Exterior wall colors shall harmonize with the site and surrounding landscape at all times,

with the maximum low light-reflective value as determined by the Reviewer. The Residence color shall be warm, earthy hues - the colors of Tuscany - whether in the natural patina or weathered color of the wall surface itself, or in the color of the paint, stain, or other coating. In general, darker colors shall prevail. A schedule of accepted exterior colors both for main body of house and trim, materials and roofing samples shall be made available by the Reviewer and are appended to these design guidelines. Sun-control window coverings and exterior trim accents around windows, doors, and other such areas on the Residence are subject to approval.

Interior window treatments, decorative or for the purpose of privacy or sun shielding, shall take into consideration the exterior view of the structure. Temporary interior window coverings such as bed sheets or newspapers are prohibited.

Contrasting color, when viewed from outside the structure, should be avoided. Reflective materials will not be allowed.

6.31 BUILDING PROJECTIONS

Reviewer approval is required for all roof projections such as, but not limited to solar applications, dormers, clearstories, skylights, chimney caps, vents, flashing, gutters, and down spouts. All roofing appurtenances must match roofing colors or be of a color that compliments the Residence and must be as inconspicuous as possible.

Wood, stucco, stone or rock finished chimneys shall be used. Exposed metal chimneys are not permitted. Spark arrestors must be painted to blend with the color of the roofing and chimney material.

Electrical control panels/gas meters, and security panels must be painted to match the Residence.

Building projections such as balconies, porches, decks, railings and exterior stairways shall be integrated into the overall design of the Residence and match or compliment the color of the project. All building projections shall be contained within the Building Envelope, except for eaves that can project up to 18 inches out of the building envelope.

7.0 LANDSCAPING GUIDELINES

Landscaping is an essential element of design at Bright Star. The goal in the development of Bright Star and the development of the individual Units is to preserve the beauty and character of the property's natural existing vegetation while permitting attractive, landscaped areas. Water conservation must be considered in all designs.

The Town of Chino Valley requires that non-permeable weed fabric, such as plastic sheeting, be prohibited from use in Bright Star. Water must be able to penetrate the fabric and reach the soil.

Landscape Requirement specifically incorporates the Arizona Department of Water Resource's Prescott Active Management Area – Third Management Plan - for water use for all landscaping throughout Bright Star. An authorized list of planting materials, i.e.,

grasses, trees, shrubs, and their quantities, are shown on Exhibit "A".

7.1 REQUIREMENTS

Each Owner shall be responsible for maintaining all plants, landscape elements and drainage improvements on their lot. If an Owner fails to perform his or her maintenance responsibility, the Community Council may perform such maintenance and assess all incurred costs against the Unit and the Owner in accordance with Section 5.1 of the Declaration.

7.2 PROCEDURES

A detailed Landscaping Plan shall be submitted for approval by the Reviewer prior to completion of construction and issuance of a Certificate of Occupancy.

The approved Landscaping Plan shall be implemented as soon as physically practical and shall be completed no later than 90 days after completion of construction and issuance of a Certificate of Occupancy, except that an extension of time may be granted by the Reviewer due to weather conditions.

The Landscape Plan submittal requirements are listed in Section 9.3 of these Design Guidelines.

8.0 CONSTRUCTION GUIDELINES

In order to assure that Bright Star's neighbors, and the natural surroundings, are not unduly disturbed during construction, the following construction regulations ("Regulations") shall apply to any and all Work performed on a Unit. All Builders and Owners shall be bound by the Town of Chino Valley Building Codes, the Uniform Building Code, and any other applicable Governing Authority. Any violation of these regulations by a Builder shall be deemed to be a violation by the Owner of the Unit.

8.1 BUILDER'S AND OWNER'S LANDSCAPE BONDS

To guarantee that the Construction Guidelines are adhered to and that Construction Violation fines are paid, each Non-Program Builder, before beginning any construction, shall at the Pre-Construction Meeting (see Section 8.2) post with the Reviewer a refundable \$2,000 cash deposit to serve as a building bond. Program Builder's will have the option to post performance bonds in amounts agreed upon with Declarant for each phase, secured through a reputable bonding company.

In addition, each homeowner shall, prior to commencement of construction, post with the Reviewer a refundable \$1,000 cash deposit to serve as a separate landscape bond, or they may present a pre-paid contract with a licensed and insured landscaper, along with plans which meet all criteria.

Should it become necessary for the Reviewer to remedy any violation of these Construction Guidelines, the costs of such remedy, or the payment of any delinquent Construction Violation fine will be paid from the cash deposit or charged against the bond, as the case may be.

The obligation of the Owner and/or Builder to repair, correct, complete or otherwise comply with these Construction Guidelines and pay any Construction Violation fines shall not be limited to the amount of such cash deposit or bond. Upon completion of construction and issuance of a Certificate of Occupancy, the builder's \$2,000.00 cash deposit (if applicable) shall be returned to the builder less any expenses needed to cure any violations. Upon completion of landscaping, the owner's \$1,000.00 cash deposit shall be returned to the owner less any expenses needed to cure any violations.

Any additional expense over and above the amount of the cash deposit or bond incurred by the Reviewer in enforcing compliance with the Design Guidelines will be recorded against the Unit as a lien until paid. If a Builder has unpaid fines or outstanding payments owed to the Council, the ARC will not issue any future construction permits to that Builder until the unpaid fines and/or outstanding amounts have been paid to the Council.

Each Builder is responsible for the actions of all persons working on the Unit that is subject to the Builder's Bond. This responsibility applies to all activities conducted by those persons while on the Unit and anywhere within Bright Star.

8.1.1 BUILDER'S AND OWNER'S VIOLATION NOTICE

First Notice:

Builders and owners that are not in compliance with the Design Guidelines will be provided with a written construction violation notice that will provide them with 48 hours to correct the violation.

Second Notice:

For uncorrected second notice violation's and for repeat violations noted below, the construction site will be shut down and a fine of \$200 will be charged against the construction bond or the contractor may avoid having the fine charged against the bond by pay the \$200 fine directly to the Bright Star Homeowners Association within 5 days of the second or repeat violation notice. The construction site will remain shut down until all of the following events have occurred: 1. The violation is corrected, 2. The association has received full payment of the fine(s), 3. And the construction bond fully restored. First and second notice violations categories are but not necessarily restricted to are; building envelope issues, dumpster, portable toilet, construction trailers, improper storage of building materials or equipment, improper disposal of trash or building materials, sign violations, mud, dirt, oil, concrete on the road or adjacent property, damaged utilities, road pavement or damage to an adjacent property.

Violations Requiring Immediate Correction

Violations requiring immediate correction are listed below and if not correctly immediately a \$200 fine will be charged to the contractor bond. The contractor can avoid the fine being charged to the bond if the pay the fine within 5 days of the violation notice. The categories where a contractor can be fined immediately are; improper parking, working hour's violation, violations for pets or non-construction workers on the job site, alcoholic beverages, firearms, drugs or loud radios on the job site, trespassing on

adjoining lots or other unsafe conditions.

8.2 PRE-CONSTRUCTION CONFERENCE

After receiving Reviewer's approval of Final Submittals, and prior to commencing construction, at the Declarant's option (this step may be unnecessary for Program Builders) the Builder shall meet with the Reviewer and the Security Director to review construction procedures and to coordinate construction activities.

At this Pre-Construction Meeting, the Builder shall submit:

1. The required Builder's Bond or cash deposit and the Owner's Landscape Deposit (See Section 8.1).
2. The required Site Maintenance Contract or Trash Deposit (See Section 8.5).
3. A copy of the Town of Chino Valley's Building Permit.
4. A copy of the Town of Chino Valley approved drawings.
5. A construction schedule.
6. The name and local cell phone number of a person that can be contacted 24-hours a day.
7. An approved address plate for the address bollard (See Section 6.7).
9. A signed statement accepting responsibility for the actions of everyone working on the construction site.

Upon submittal of all this information and materials, the Reviewer will issue the Builder a copy of the Construction Guidelines and a Construction Authorization Certificate.

8.3 GOVERNING AUTHORITY

All Owners and Builders shall comply with the regulations of any Governing Authority, as well as all applicable Occupational Safety and Health Act regulations and guidelines (OSHA).

8.4 CONSTRUCTION TRAILERS, PORTABLE FIELD OFFICES, ETC.

Any Owner or Builder who desires to bring a construction trailer or field office to Bright Star shall first apply for and obtain written approval from the Reviewer. To obtain such approval, the Owner or Builder shall submit a copy of the architect's site plan with proposed locations of the construction trailer or field office within the Building Envelope. Such temporary structures shall be removed upon completion of construction.

No signage shall be allowed on any construction trailer or field office. The Reviewer shall approve the color of the construction trailer/field office.

8.5 DEBRIS AND TRASH REMOVAL

Each builder shall enter into a Site Maintenance Agreement with a reputable, licensed and insured provider or post a \$1,000 cash trash deposit. The Builder must present a copy of a signed contract (provided by the Reviewer) requiring service at least twice per week or post the \$1,000 deposit at the Pre-Construction Conference. If a builder has their own trash

receptacles and labor to maintain a job site free of debris and trash the builder must present evidence that confirms that the builder has this capability.

An approved trash receptacle must be on the Unit in the approved location at all times during the construction term. Builders shall clean up all trash and debris on the construction site at the end of each day and place it inside the receptacle. Trash and debris shall be removed from each construction site frequently and not be permitted to accumulate. Lightweight materials, packaging, and other items shall be covered or weighted down to prevent their being blown off the construction site. Builders are required to retrieve promptly all trash and debris blown onto neighboring properties.

The Builder/Owner must have all trash receptacles emptied before debris and trash accumulates above the top rim of the receptacle. Failure to do so may result in immediate corrective action being taken by the Council.

Builders are prohibited from dumping, burying or burning anywhere within Bright Star. During the construction period, each construction site shall be kept neat and clean and shall be properly policed to prevent it from becoming an eyesore or affecting other Units or any Common Area, or Private Amenity.

Mud and dirt from the construction site on the paved streets of Bright Star, whether caused by the Builder or any of its subcontractors or suppliers, shall be promptly removed and cleaned by the Builder.

Failure to comply with this section will result in a fine being levied against the Builder and/or the violation being remedied by the Council at the builder's expense. The fine and/or cost to remedy any violation will be charged against any remaining trash deposit. The obligation of the Builder to keep the construction site reasonably clean throughout the construction process and to pay any fines and/or costs incurred by the Council to insure compliance, however, shall not be limited to the amount of such cash deposit. Any additional expense incurred over and above the amount of the cash deposit will be recorded against the builder's deposit or bond in accordance with Section 8.1.

Upon completion of construction and issuance of a Certificate of Occupancy, the builder's \$1,000.00 cash trash deposit shall be returned less any expenses needed to cure any violations.

8.6 SANITARY FACILITIES

Each Builder shall be responsible for providing adequate sanitary facilities for Builder's construction workers. Portable toilets shall be located only within the Building Envelope or in an area approved by the Reviewer.

8.7 VEHICLES AND PARKING AREAS

Construction crews shall not park on, or otherwise use other Units or any open space. Private and construction vehicles and machinery shall be parked only within the Building Envelope or in areas designated by the Reviewer. All vehicles shall be parked one side of the street only, so as not to inhibit traffic.

Each Builder shall be responsible for assuring that the subcontractors and suppliers obey

the speed limits posted within the development. Fines will be imposed against the Builder and/or its cash deposit or Builder's bond. Adhering to the speed limits shall be a condition included in the contract.

Construction vehicles shall not park on the concrete multi-use paths, and shall comply with directives from Bright Star personnel.

8.8 BLASTING

If any blasting is to occur, the Town of Chino Valley and Bright Star Security must be informed far enough in advance to make sure the Owner has obtained the advice of expert consultants that blasting may be accomplished safely, and to provide sufficient time to notify nearby residents. Applicable governmental regulations concerning blasting must be observed.

8.9 STORAGE OF MATERIALS

All building materials must be stored within the driveway easement and/or Building Envelope. With prior written approval from the Reviewer, building materials may be stored outside of the Building Envelope. The Builder shall re-vegetate or apply a ground cover approved by the Reviewer to this temporary storage area prior to completion of the Residence. With prior approval from the Reviewer, building materials may be temporarily stored on the road, provided such material is removed within 24-hours. The Builder shall be responsible for the cost of repairing any pavement that is damaged during the construction process.

Excavated and other bulk material shall not be deposited or stored on roadway pavement. Excess excavation materials must be hauled away from Bright Star and properly land filled. Failure to do so shall result in a fine and/or a charge against the Builder's cash deposit or the Builder's bond for the cost of removing such material.

8.10 SITE PREPARATION

Before any work is done on a Unit, the builder and the sub-contractors must each carry a 10-pound ABC fire extinguisher for use if necessary on the construction site. The fire extinguisher must be fully charged and remain on the builder's or sub contractor's vehicle at all times during the construction term. The construction site will be immediately shut down if any of these fire extinguishers are missing or are not fully charged. Once water is available on the job site the builder shall provide a minimum of a 100-foot hose as additional fire protection.

All construction trailers, field offices, sanitary facilities, construction materials and trash receptacles must be contained within such fence. Under special conditions, and with the prior written approval of the Council Manager or Reviewer, construction materials may be stored outside such fence. In the event it is necessary to conduct construction activities outside of the Building Envelope, Builder shall, prior to conducting such activity, submit a boundary description of the proposed encroachment to the Reviewer for written approval. Prior to the Final Review, Builder shall restore and revegetate all areas

damaged by such encroachment. Any Work done outside of the Building Envelope without the prior written approval by the Reviewer will incur a Construction Violation Notice and possible fine.

8.11 MISCELLANEOUS AND GENERAL PRACTICES

Any damage of property outside the Building Envelope, including but not limited to roads, utilities, vegetation and/or other improvements, resulting from any construction operations, must be repaired and/or restored by the Builder prior to completion of construction of the Residence. In the event Builder fails to restore or repair the damaged area, the Reviewer may repair the area and impose the expense as a charge against the Builder's bond or cash deposit bond.

The following practices are prohibited:

- * Changing oil on any vehicle or equipment on the Unit or at any other location.
- * Allowing concrete suppliers, plasterers, painters, or any other subcontractors to clean their equipment anywhere but the approved location specifically designated for that purpose by the Reviewer. Such cleaning outside the designated area is strictly prohibited. Violation of this provision will result in Construction Violation Notice(s) issued to the Builder/Owner, and will result in a fine to the Builder/Owner if the violation is not cleaned up within the time period specified in the Construction Violation Notice. Any costs incurred by the Council to clean up the violation shall be charged against the Builder's cash deposit or bond, as the case may be.
- * Removing any rocks, plant material, topsoil, or similar items from any property of others within Bright Star, including other construction sites.
- * Using disposal methods or equipment other than those approved by the Reviewer.
- * Careless disposition of cigarettes and other flammable material.
- * Smoking by construction workers. Such areas will be contained within the Building Envelope, and Builder shall provide ash cans.
- * All construction employees must wear shirts at all times.
- * No pets, minor children may be brought into Bright Star during construction. Reviewer, Declarant, or the Council through its Security personnel, shall have the right to contact authorities to impound any pet, to deny access into Bright Star by minor children and individuals who are not employed by the Builder, refuse to permit the Builder or subcontractor involved to continue on the project, or to take such other action as permitted by law, the Design Guidelines or Declaration.
- * Radios and all other audio equipment with a loud volume are prohibited on all construction sites. If you can hear the radio from the street it is too loud.

8.12 CONSTRUCTION ACCESS

The only approved construction access during the time a Residence or other improvement is under construction will be over the approved driveway for the Unit unless the Reviewer approves an alternative access point.

The location of the construction entrance into Bright Star will be determined from time to time by the Reviewer and each Builder shall be responsible for assuring that only that entrance is used by its employees, suppliers, subcontractors and agents.

8.13 DUST, MUD AND NOISE

Each Builder shall be responsible for controlling dust, mud and noise from the construction site. Loud radios and other audio equipment are not permitted on any construction site.

8.14 TEMPORARY CONSTRUCTION SIGNAGE

Unless required by Local Governing Authorities, no construction signs may be posted anywhere on the Properties, except that Declarant and any Builder authorized by Declarant may post one construction sign on a Unit. Such sign shall be designed by and approved by the Declarant and erected on a location approved by the Declarant. All authorized signs must be removed prior to the Final Review by the Reviewer. Lighting of any approved construction sign is not allowed.

8.15 DAILY OPERATION

Monday through Saturday working hours are generally from dawn to dusk, and will change from season to season.

Sunday working hours will start 2 hours later and end 2 hours earlier than weekday hours with only quiet work allowed.

No construction work is permitted on designated holidays, or before and after normal working hours without prior approval by Declarant. Builders/Owners will be notified in advance of changes to the construction hours.

In later phases, construction hours may be further restricted based upon number of occupied residential homes and proximity to construction activities.

9.0 THE DESIGN REVIEW PROCESS

The Design Review process has been developed to provide adequate checkpoints in an effort to minimize time spent on concepts that do not adhere to the Design Guidelines.

It is strongly recommended that the Owner retain competent professional services for planning and designing their Residence. If an Owner elects to do his or her own design, or retains the services of unqualified individuals and the Preliminary Submittal is not approved by the Reviewer, the Reviewer has the right thereafter to require the Owner utilize licensed professionals for design services.

The following Design Review process has been developed to streamline this process and eliminate excessive delays. Nevertheless, each Owner is responsible for complying with the Design Guidelines, and all other applicable provisions of the Declaration, as well as all the rules and regulations of any Governing Authority, in order to bring the design review process to a prompt and satisfactory conclusion.

9.1 REVIEW CRITERIA

The following criteria apply to all proposed or existing construction within Bright Star unless a written variance has been granted by the Reviewer.

While the Design Guidelines are intended to provide a framework for construction and modifications, the Design Guidelines are not all-inclusive. In its review process, the Reviewer may consider the quality of workmanship and design, harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation, among other things. Reviewer decisions may be based on purely aesthetic considerations. However, Reviewer shall not grant approval for proposed construction that is inconsistent with the Design Guidelines, unless Reviewer grants a variance.

Notwithstanding these criteria or any other Design Guideline requirements, the Reviewer specifically reserves the right to make subjective decisions regarding approval or disapproval of building size, form, color, texture, massing, location, and other aesthetic considerations, provided such decisions are made with the intent of ensuring that proposed Improvements will be in conformance with the goals, objectives, and philosophy of the Design Guidelines.

The Reviewer may also modify its prior interpretations of the Design Guidelines as it gains experience from their application.

The Reviewer also reserves the right to pre-approve Program Builders' standard designs for whole neighborhoods as per Article 9.4, allowing streamlining of long-winded procedures by approved Program Builders.

9.2 PROCEDURES

The Reviewer will review Preliminary and Final Submittals of proposed residences during its regular scheduled meetings or at such other times as the Reviewer deems appropriate. Owners, architects, or Builders shall have the right to make a presentation at any of these meetings providing they request to do so in writing no later than seven calendar days before the regular scheduled meeting. The Reviewer will respond in writing within two days or less after a submittal has been reviewed. Any responses an Owner may wish to make in reference to issues contained in the Reviewer's response following review of submittals must be addressed to the Reviewer in writing.

9.3 DRAWING SUBMITTALS

Design Review submittals being submitted by Non-Program Builders must be delivered to the Reviewer no later than one week prior to the next Design Review meeting (a

schedule of Design Review meetings is available from the Reviewer). All Program Builders will be able to submit plans when ready and receive the Reviewer's comments within 48 hours. Incomplete submittals will not be accepted for review and will be returned.

9.4 MULTIPLE UNITS

Program Builders of multiple Units may submit multiple plans and specifications for similar site plans, floor plans, and layouts on similarly situated Units for pre-approval for an entire Neighborhood, in lieu of seeking approval as to each Unit to be built. However, the Reviewer may require a review of pre-approved plans for their use on specific Units. To be pre-approved the plans and specifications shall show the nature, kind, shape, color, size, materials and location of all proposed structures and improvements. Any changes made to pre-approved plans and specifications during the construction of improvements shall require approval of the Reviewer. Such approved Builders must submit a Grading/Site Plan showing the finish floor elevations and Landscape Plan for each Unit for Reviewer approval. For program builders, the Reviewer may elect to utilize a simplified sub-set of the design review process.

9.5 PHASE I - PRE-DESIGN MEETING/SITE VISIT

To initiate the Design Review process, and prior to preparing any detailed designs or drawings for any proposed Improvement, the Owner, and/or the Owner's Builder, architect or designer shall meet with the Reviewer at an on-site meeting to review the Unit, discuss the proposed Residence, and to explore and resolve any questions regarding building requirements, interpretation of the Design Guidelines, or the design review process. At this Pre-Design Meeting, the Owner and/or the Owner's Builder, architect or designer will receive the Phase 2 Preliminary Submittal Checklist, the Phase 3 Final Review Checklist, and the Phase 4 Pre-Construction Meeting Checklist. This information and informal review will provide direction and guidance for proceeding with the Design Review Process in the most efficient and cost-effective manner.

The Pre-Design Meeting/Site Visit is mandatory for the Owner, the Owner's Builder, or the Owner's architect/designer before proceeding with Phase II Preliminary Submittal.

9.6 PHASE II - PRELIMINARY SUBMITTAL

Plans for new construction or modifications upon any Unit must be submitted to the Reviewer for approval. Preliminary drawings, including the appropriate Review Fee and all of the documents and information listed below, shall be submitted to the Reviewer after the Pre-Design Meeting/Site Visit.

Preliminary Submittals shall include:

1. A completed APPLICATION FOR PRELIMINARY SUBMITTAL, together with full payment of the Design Review Fee (See Section 14.0)
2. ON-SITE MONUMENTATION (This information must be physically in place on the building site at the time of the Preliminary Submittal and be shown on the

Grading/Site Plan):

- a) PERMANENT MONUMENTATION at all lot corners have been provided by Bright Star.
 - b) A GRADE STAKE in the ground near the center of the proposed Residence, with the existing ground elevation at that location written clearly on the stake.
3. A completed PROJECT DATA SHEET on an 8 1/2 " x 11" page. This project data information must also be shown on the Drawing Cover Sheet.
 4. A BUILDING MATERIAL LIST on an 8 1/2 " by 11" page. This building material list must also be shown on the Drawing Cover Sheet.
 5. DESIGN DRAWINGS - Including one set of 24" x 36" or 30" x 42" drawings, and one set of 8 1/2" x 11" drawings. The Design Drawings include:
 - a) A COVER SHEET showing the name and address of the Unit Owner, the name and address of the Architect/Designer, Project Data Information, the Building Material List, a list of drawings, and other pertinent information. The Cover Sheet shall also include the following LANDSCAPE PLAN NOTE: "The Landscape Plan is not Part of this Submittal and shall be submitted to the Reviewer prior to completion of construction." (See Section 7.0 through 7.2 for Landscape Guidelines and Section 9.8 -Phase IV for Landscape Plan submittal requirements.)
 - b) AN ENGINEERED GRADING/SITE PLAN (see Section 5.1), if necessary, approved by the Town of Chino Valley engineer.
 - (i) the location and square-footage of the ORIGINAL AND PROPOSED BUILDING ENVELOPE, with trade-off areas clearly delineated. The square-footage of the proposed Building Envelope cannot be greater than the square-footage of the original Building Envelope. The side set backs must be in compliance with the Town of Chino Valley building code.
 - (ii) EXISTING AND PROPOSED 2-FOOT CONTOURS, with spot elevations at the intersection of the driveway and the existing road, along the driveway and any proposed walkways, at each corner of the Residence, at the top and bottom of any proposed walls and along any proposed drainage ways. All grading must be contained within the Building Envelope and the Driveway Easement. Show the location, size and invert elevation of any proposed drainage structures, in particular for corner elevations and final finished floor elevations.
 - (iii) The location and elevation of the GRADE STAKE and the PERMANENT BENCHMARK.
 - (iv) The location of all significant TOPOGRAPHIC FEATURES within the Building Envelope, such as drainage ways, boulders, and rock outcroppings.

- (v) The location, size, type and disposition (Save, Move, or Cut) of all TREES within the Building Envelope and Driveway Easement that have a trunk diameter of 4-inches or more, measured 18 inches above the ground.
 - (vi) The location of all proposed SITE IMPROVEMENTS, including the exterior walls, decks, patios, and roof ridgelines and roof overhangs of the Residence, future improvements, driveway, walks, address bollard, trash enclosures, mechanical equipment, utility lines, retaining walls, and drainage structures. Indicate the material, color, and finish of the Residence walls and roof, driveway, and walks. Note that the location of the proposed Residence must allow working room between the Residence and the Building Envelope. Indicate the proposed treatment of all drainage ways.
 - (vii) The FINISH FLOOR ELEVATION of all floors, patios, and decks.
- c) FLOOR PLANS of each proposal, at a scale of 1/4"=1-0', noting the finish floor elevation of each level and the square-footage of each floor, deck, and patio. Provide overall building dimensions.
 - d) A ROOF PLAN noting the location of all ridgelines, roof slopes, and any proposed skylights, solar collectors, chimneys, etc.
 - e) A minimum of four (4) BUILDING ELEVATIONS showing all floor levels with a dashed line. Indicate each finish floor elevation, the elevation at the top of all wall plates, and the elevation and height of all ridgelines. Show existing and proposed grade lines, window treatments, exterior materials, colors, and finishes. For program builders the Reviewer may elect to utilize a simplified subset of this guideline.
 - f) A minimum of two (2) BUILDING SECTIONS (transverse and longitudinal through the highest ridge-lines, showing the existing natural slope (drawn with a dashed line) and the maximum building height line (also drawn with a dashed line). See Section 6.1 for maximum building heights. Except for the chimney, no part of the proposed Residence shall extend above the maximum building height. Indicate the elevation of all floors and all ridgelines. Show the heights of cut and fill areas of the existing natural grade. For program builders the Reviewer may elect to utilize a simplified subset of the guideline.
6. A completed, signed and dated DESIGN CHECKLIST.
 7. An EXTERIOR LIGHTING PLAN, including catalogue sheets, pictures and specifications of all proposed exterior lighting. (See Section 6.28)
 8. An 8 1/2" x 11" BUILDING MATERIALS BOARD, showing all proposed colors and materials.
 9. An ELEVATION with the proposed colors and material attached.
 10. All units being built by a Non-Program Builder will require a full set of elevations of

the proposed Residence with window and door locations, at 1/4" scale. A site plan showing contours of the entire lot, location of the property lines, existing and proposed building envelope lines, the proposed driveway and walks, retaining walls, and major trees. It is necessary to show building materials or colors.

9.7 PHASE III - FINAL SUBMITTAL

After written Preliminary Approval is obtained from the Reviewer, the following Final Submittal documents shall be submitted to the Reviewer for Final Approval. Final Submittal shall include:

1. One 8 1/2" x 11" set, and two 24" x 36" or 30" x 42" sets of PRELIMINARY SUBMITTAL DRAWINGS, that have been revised to address all of the Reviewer's Preliminary Submittal comments,
 - a. On the Grading/Site Plan, indicate:
 - i) Areas dedicated for:
 - WORKER'S SMOKING AND EATING,
 - CONSTRUCTION WASTE (DUMPSTER),
 - PORTABLE TOILET
 - CONCRETE WASH-OUT AND SUMP, and
 - TEMPORARY STORAGE OF MATERIAL. If the temporary material storage area is outside the Building Envelope, include a note stating: "The area disturbed by the temporary storage of material will be revegetated by the Builder prior to completion of construction.
 - ii) The final location of all UTILITIES (including sewer, water, power, telephone lines, utility meters and transformers (and screening techniques).
 - iii) The location of any approved BUILDING ENVELOPE MODIFICATIONS.
 - b. On the Exterior Lighting Plan, note any CHANGES to the approved Preliminary Exterior Lighting Plan, list the QUANTITIES of each light fixture and show the LOCATION of all exterior light fixtures.
 - c. On the Building Plans, indicate DECK railing color, materials, and construction details.

Note: For Program Builders with approved plans the Reviewer may elect to waive 9.7 Phase III - Final Submittal.

9.8 PHASE IV - CONSTRUCTION TERM

Before any lot clearing or any other work is done on the Unit, the Builder shall schedule a Pre-Construction Conference with the Reviewer. (See Section 8.2 for Pre-Construction Conference Requirements)

During the construction term, Bright Star Security and/or the Reviewer will periodically review the Work in progress and will give notice to the Builder of non-compliance issues observed.

LANDSCAPE PLAN

Prior to completion of construction and issuance of a Certificate of Occupancy, the Owner/Builder must submit a Landscape Plan to the Reviewer for approval. (See Sections 7.0 through 7.2). The Landscape Plan submittal shall include a drawing at a scale of 1" x 10', showing:

1. All the information shown on the approved GRADING/SITE PLAN (see Section 9.6)
2. The PLANT MATERIALS proposed
3. A PLANT LIST that identifies the type, size, and quantity of all plant materials and each floor material. All proposed plant material shall be from the approved plant list (Exhibit A). Large areas of gravel or decomposed granite will be approved only if sufficient vegetation is provided to make them visually interesting. Minimum numbers of plants and trees per lot will be established by the ARC for each type of residence. Grass areas are subject to Reviewer approval on a case-by-case basis. If approved, such grassed areas must have a combined total area of less than 450 square feet. (See Exhibit 'A')
4. The location, materials, and construction details of other LANDSCAPE IMPROVEMENTS (walls, walks, drainage, etc.)
5. Non-permeable weed fabric is prohibited.

Note: For Program Builder with pre-approved landscape plans the Reviewer may elect to waive the Landscape plan review for each unit.

9.9 REVIEW PERIOD

Each application for review and plan submittal shall be approved or disapproved within 30 calendar days or less of submission of all materials required by the Reviewer. **For program builders the number of days for the review process shall be 15 days or less.** One set of plans shall be returned to the Owner, accompanied by the Reviewer's comments and decision. The other set of plans shall be retained for the Reviewer's records. The Reviewer's decision shall be in one of the following forms:

1. "Approved" - The entire application as submitted is approved.
2. "Approved with the following comments" - The application is not approved as submitted, but the Reviewer's suggestions for curing objectionable features or segments are noted. The Owner must correct the plan's objectionable features or segments, and the Owner may be required to resubmit the application.
3. "Disapproved" - The entire application as submitted is rejected in total. The Reviewer will provide comments as why the plan was disapproved.

No approval, whether expressly granted or deemed granted shall be inconsistent with the Design Guidelines unless a variance has been granted pursuant to Section 9.12 of the Declaration.

9.10 IMPLEMENTATION OF APPROVED PLANS

All Work must conform to approved plans. If it is determined by the Reviewer that Work completed or in progress on any Unit is not in compliance with the Design Guidelines or any approval issued by the Reviewer, the Reviewer shall, directly or through the Declarant, notify the Owner and Builder, if any, in writing of such noncompliance specifying in reasonable detail the particulars of noncompliance, and shall require the Owner and/or Builder to remedy the same. If the Owner and/or Builder fails to remedy such noncompliance or fails to commence and continue diligently toward achieving compliance within the time period stated in the notice, then such noncompliance shall be deemed to be a violation of the Declaration and the Design Guidelines.

1. **Time to Commence.** If construction does not commence on a project for which such plans have been approved within 12 months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the plans and be required to pay another Design Review fee.
2. **Time to Complete.** The Reviewer shall include in any approval a maximum time period for the completion of any new construction or modification.

If no maximum time period is specified in the approval, construction shall be completed within six months (and one year for custom estate homes) of its commencement except when, and for so long as, such completion is delayed due to causes beyond the reasonable control of the Owner or the Owner has requested an extension of such maximum time period not less than three days prior to the expiration of the maximum time period, which the Reviewer may approve or disapprove in its sole discretion.

If construction is not completed on a Residence within the period set forth in the approval, within the six month (or one year default period for custom estate homes), if applicable, or within any extension approved by the Reviewer, the approval shall be deemed withdrawn, and the incomplete construction shall be deemed to be in violation of the Declaration and the Design Guidelines. In the event of such violation, if construction has been abandoned for a period of 6-months, the Reviewer may notify the Council of such failure and the Council, at its option, shall either complete the exterior of the Residence in accordance with the approved drawings, or remove the Improvement and return the Unit to its natural state prior to the beginning of any Work. The Owner shall reimburse the Council for all expenses incurred in connection therewith.

The managing agent of the Association's design review process will provide the builder with a detailed outline of inspection schedule. Philosophy: A minimum number of inspections will be preformed for Program Builders. For Non-Program Builder's inspections will be more in-depth and adhere to the published inspection schedule. The managing agent reserves the right to recommend to the developer of Bright Star that a builder not be included in the next phase of development if the builder performs in a

manner not consistent the design philosophy and violates the construction rules of the association in a repeated manner. The developer will then determine if the builder will be excluded from the next phase of development.

The managing agent will recommend to the developer instead of fines to issue a Stop Work Order. The developer then has the option to issue the stop work order in event that Design Guidelines or Construction Rules have not followed.

9.11 REVIEW OF MODIFICATION

The review of any modifications, including but not limited to changing of exterior colors, materials, additions, and landscaping alterations, of an existing Residence shall require the submission of an Application for Review of Modifications to Existing Residence to the Reviewer along with the required Review Fee. Depending on the scope of the modification, the Reviewer may require the submission of all or some of the plans and specifications required in Section 9 of the Design Guidelines. In the alternative, the Reviewer may require a less detailed description of the proposed modification. The review and approval of modifications shall take place within the same time periods as required for new construction. **PROGRAM BUILDERS WILL WORK WITHIN A PRE-APPROVED SET OF COLOR SCHEMES, LIGHTING TYPES, ETC. ELEVATION CHANGES/ADDITIONS WILL BE SUBMITTED TO THE REVIEWER FOR APPROVAL PROVIDED THE HOME IS AT A STAGE OF CONSTRUCTION WHERE THE CHANGES CAN BE MADE.**

9.12 VARIANCES

Variations may be granted in some circumstances (including, but not limited to, topography, natural obstructions, hardship, or environmental considerations) when deviations may be required. The Reviewer shall have the power to grant a variance from strict compliance in such circumstances, so long as the variance does not result in a material violation of the Declaration or the Design Guidelines. No variance shall be effective unless in writing.

9.13 APPEAL

Any Owner shall have the right to appeal a decision of the Reviewer by resubmitting the information, documents and fees set forth above to the Reviewer; however, such appeal shall be considered only if the Owner has modified the proposed construction or modification or has new information which would, in the Reviewer's opinion, warrant reconsideration. If the Owner fails to appeal a decision of the Reviewer, the Reviewer's decision is final. In the case of a disapproval and resubmittal, the Reviewer shall have 10 calendar days from the date of each resubmittal to approve or disapprove any resubmittal. The filing of an appeal does not extend any maximum time period for the completion of any new construction or modification.

9.14 GOVERNMENTAL APPROVAL

The review and approval of plans and specifications shall not be a substitute for

compliance with the permitting and approval requirements of the Town of Chino Valley, or any other Governing Authority. It is the responsibility of the Owner to obtain all necessary permits and approvals, and submit copies of all permits to the Reviewer. The purpose of this requirement is to assure that the Town of Chino Building Department has issued the required permits. For program builders the Reviewer may elect to waive this requirement.

If the Town of Chino Valley, or any other Governing Authority having jurisdiction requires that changes be made to final construction plans previously approved by the Reviewer, the Owner must notify the Reviewer of such changes and provide the Reviewer with a copy of the revised plans and receive approval from the Reviewer prior to implementing such changes.

10.0 GOVERNING PRECEDENCE

To the extent that the Town of Chino Valley ordinances, building code or regulations require a more restrictive standard than the standards set forth in the Design Guidelines, or the Declaration, the local government standards shall prevail. To the extent that any local government standard is less restrictive, the Declaration and the Design Guidelines (in that order) shall prevail.

11.0 PREPARER

The Design Guidelines have been prepared by Granite Investment & Development (Meadow Ridge Ranch) L.L.C., (the "Declarant" and adopted by the Declarant pursuant to the Declaration. The Design Guidelines may be changed and amended to serve the needs of Bright Star pursuant to the procedures set forth in the Declaration and in Section 15.3 of the Design Guidelines.

12.0 APPLICABILITY OF DESIGN REVIEW

The Design Guidelines govern all property that is subject to the Declaration and any additional property that may be subject to the Declaration. Unless otherwise specifically stated in Article IV of the Declaration or in the Design Guidelines, all plans and materials for new construction or exterior modifications of Improvements on a Unit must be approved before any construction activity begins. Unless otherwise specifically stated in the Design Guidelines, no Residence may be constructed upon any Unit, and, no Improvements, including staking, clearing, excavation, grading and other site work, exterior alteration of existing Improvements, and planting or removal of landscaping materials ("Work") shall take place without receiving the prior written approval of the Reviewer as described below.

Owners are responsible for ensuring compliance with all standards and procedures within the Design Guidelines. Owners are also governed by the requirements and restrictions set forth in the Declaration and any applicable Supplemental Declaration.

13.0 REVIEW STRUCTURE

Architectural control and design review for Bright Star has been delegated to the Architectural Review Committee ("ARC") by the Declarant. The term "Reviewer", as used in the Design Guidelines, shall refer to the ARC.

1. Declarant. The Declarant has exclusive jurisdiction over all matters relating to architecture and landscaping as set forth in Article IV of the Declaration, so long as the Declarant owns any portion of the Properties and so long as Declarant has not terminated such rights by written instrument recorded in the Public Records (the period during which the Declarant exercised architectural control will hereinafter be referred to as the "Declarant Review Period"). During the Declarant Review Period, the Declarant shall review plans and specifications for, and shall have jurisdiction over all construction and landscaping on any Unit, shall be the conclusive interpreter of the Design Guidelines, and may, but shall not be obligated to, promulgate additional design standards and review procedures as it deems appropriate.

The Declarant may from time to time, but shall not be obligated to, delegate in writing all or a portion of its rights under this Section to any individual, Board appointed Architectural Review Committee or any other committee comprised of architects, engineers or other persons who may or may not be Members of the Council. In the event of such delegation, the designee's jurisdiction shall be limited to such matters as are specifically delegated by the Declarant. In addition, any such delegation shall be subject to (a) the right of Declarant to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (b) the right of Declarant to veto any decision which Declarant determines, in its sole discretion, to be inappropriate or inadvisable for any reason.

2. Architectural Review Committee. The ARC has jurisdiction over those responsibilities delegated to it by the Declarant during the Declarant Review Period. Following the Declarant Review Period, the ARC has jurisdiction over all matters relating to architecture and landscaping or residential properties, as set forth in Article XI of the Declaration. Following the Declarant Review Period, the ARC shall review plans and specifications for all construction and landscaping on any Unit based on the Design Guidelines and shall monitor the effectiveness of the Design Guidelines. The ARC may propose additional design standards and review procedures, and recommend amendments to the Design Guidelines to the Developer for their review and approval.

14.0 REVIEW FEES

When a Builder or Owner submits plans to the Reviewer for approval, the submission shall include a "Review Fee". The Review Fee, subject to change from time to time, shall be payable upon application to the Bright Star Community Council, Inc. as follows:

1. New Residence construction - the original improvement of a Unit.

Review Fee for Program Builder- \$300 per unit (however, any part of this fee may be waived by Declarant for standard models being built simultaneously and for subsequent homes being built based on the approved models). The Declarant may at

their sole discretion set a minimum one time fee not to exceed \$700 to approve a standard set of models.

Review Fee for Non-Program Builder – \$900 per unit

2. Major alteration or addition - a structural or site modification significant enough to warrant the issuance of a Building Permit by a governmental authority. Application for Review of Modifications to Existing Residence must be submitted.

Review Fee - \$500

3. Minor architectural modification or addition - any architectural changes that require architectural review and approval as set forth in the Declaration or the Design Guidelines but a governmental building permit is not required. For example, installing landscaping which deviates from the approved existing Landscaping Plan. Application for Review of Modifications of Existing Residence must be submitted.

Review Fee - \$100

4. Changes to or re-submission of approved or unapproved plans.

Review Fee - \$100

For Program Builders the review fees for major alterations, minor changes or resubmissions will be determined on a case by case basis but will not exceed \$300. The Reviewer may elect to waive a review fee for a program builder if the Reviewer deems the change to be minor.

For Program Builders the inspect fee will be set at the current approved inspection fee schedule. For non-program builders the inspection fee is included in the review fee.

15.0 INCORPORATION

The provision of the Declaration applicable to design and landscape control are incorporated herein by reference, and control over the provisions herein, in case of conflict.

15.1 ENFORCEMENT

In the event of any violation of the Design Guidelines, the Declarant or the Board may take any action set forth in the By-Laws or the Declaration, including the levy of a specific assessment pursuant to Section 8.8 of the Declaration. The Declarant or the Board may revoke or remedy the violation and/or seek injunctive relief requiring the removal or the remedial action of the violation. In addition, the Declarant or the Board shall be entitled to recover the costs incurred in enforcing compliance and/or impose a fine against the Unit upon which such violation exists.

15.2 NON-LIABILITY FOR APPROVAL OF PLANS

Section 4.6 of the Declaration contains a disclaimer of liability or responsibility for the

approval of plans and specifications contained in any request by an Owner. Prior to submitting plans or information for review, Owners should read and understand this disclaimer.

15.3 CHANGES AND AMENDMENTS TO THE DESIGN GUIDELINES

The Design Guidelines may be amended as follows:

1. So long as Declarant owns any portion of the Properties or has the authority to expand the Properties pursuant to Section 9.1 of the Declaration, Declarant may, in its sole discretion, amend the Design Guidelines, notwithstanding any delegation of reviewing authority to the ARC.
2. When Declarant no longer owns any portion of the Properties or no longer has the authority to expand the residential properties pursuant to Section 9.1 of the Declaration, or has delegated its right to amend the Design Guidelines, the Design Guidelines may be amended only upon the affirmative vote of two-thirds of the members of the ARC and the consent of the Board.
3. Such amendment shall be promptly posted in a prominent place within the residential properties.
4. All amendments shall become effective upon adoption by the Declarant, so long as Declarant has authority to amend the Design Guidelines or, if the Declarant no longer has such authority, upon adoption by the ARC and the Board. Such amendments shall not be retroactive so as to apply to previous Work or approved Work in progress.

15.4 RIGHT OF WAIVER

The Reviewer reserves the right to waive or vary any of the Design Guidelines procedures or standards set forth at its discretion, for good cause shown, and in particular for Program Builders who are building 5 homes or more in Bright Star.

However, any approval by the Reviewer of any drawings or specifications or Work done or proposed, or in connection with any other matter requiring such approval under the Design Guidelines or the Declaration, including a waiver by the Reviewer, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar drawing, specification, or matter whenever subsequently or additionally submitted for approval. For example, the Reviewer may disapprove an item shown in the Final Submittal even though it may have been evident and could have been, but wasn't, disapproved at the Preliminary Submittal.

Furthermore, should the Reviewer overlook or not be aware of any item of non-compliance at anytime during the review process, construction process, or during its Final Review, the Reviewer in no way relieves the Owner from compliance with the Design Guidelines and all other applicable codes, ordinances and laws.

15.5 ESTOPPEL CERTIFICATE

Within 30 days after written demand therefore is delivered to the Reviewer by any Owner, and upon payment therewith to the Reviewer of a reasonable fee from time to time to be fixed by it, the Reviewer shall record an estoppel certificate executed by any two of its members, certifying with respect to any Unit of said Owner, that as of the date thereof either (a) all improvements and other work made or done upon it with said Unit by the Owner, or otherwise, comply with the Design Guidelines and the Declaration, or (b) such improvements and/or work do not so comply, in which event the certificate shall also (1) identify the non-complying improvements and/or work and (2) set forth with particularity the cause or causes for such non-compliance. Any purchaser from the Owner or mortgagee or other encumbrance shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Council, the Reviewer, Declarant, all Owners and other interested persons, and such purchaser, mortgagee, or other encumbrance.

15.6 SEVERABILITY

If any provision of the Design Guidelines shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Design Guidelines to the extent that they can be reasonably understood without the invalid provision(s).

The Design Guidelines have been approved and adopted as provided by the Declaration on the 4th day of October, 2004 and shall remain in full force and effect until revised as provided in the Declaration or the Design Guidelines.

16.0 DEFINITIONS

Unless the context otherwise specifies or requires, the following words or phrases when used in the Design Guidelines shall have the following specific meanings. Terms used herein that are defined in the Declaration shall have the meanings specified therein.

COUNCIL - "Council" means the Bright Star Community Council.

BOARD - "Board" means the Bright Star Community Council Board of Directors.

BUILDER - "Builder" means a person or entity engaged by an Owner for the purpose of constructing any Work within Bright Star. The Builder and Owner may be the same person or entity.

BUILDING ENVELOPE - "Building Envelope" means that portion of a Unit, as described in Section 4.0, which encompasses the maximum allowable developable area of the Unit under Chino Valley regulations on setbacks, side, front and rear.

CONSULTANT - "Consultant" means any professional such as; an Arizona licensed architect, contractor, builder, or civil engineer that serves in a capacity of advising the Reviewer on the technical aspects of each submittal.

DECLARANT - "Declarant" means Granite Investment & Development (Meadow Ridge Ranch), L.L.C., an Arizona limited liability company, or any successor, successor-in-title,

or assign who takes title to any portion of the property known as Bright Star for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

DECLARATION - "Declaration" means the Declaration of Covenants and Easements for Bright Star, as the same may be amended from time to time.

DESIGN GUIDELINES - "Design Guidelines" means the restrictions, review procedures, and construction regulations adopted and enforced by the Declarant as set forth herein and as amended from time to time.

DEVELOPMENT GUIDE - "Development Guide" means the approved Bright Star preliminary plat including the conceptual Building Envelopes (in sense of permissible building area given Chino Valley regulations on setbacks), a copy of which will be on file with Reviewer, as such Development Guide may be amended from time to time, all of which is incorporated herein by reference.

EXCAVATION - "Excavation" means any disturbance of the surface of the land (except to the extent reasonably necessary for planting of approved vegetation), including any trenching which results in the removal of earth, rock, or other substance from a depth of more than 12 inches below the natural surface of the land or any grading of the surface.

FILL - "Fill" means any addition of earth, rock, or other materials to the surface of the land, which increased the natural elevation of such surface.

GOVERNING AUTHORITY - "Governing Authority" means the Town of Chino Valley, Arizona and/or other applicable authorities.

NATIVE PLANTS - "Native Plants" means all the indigenous species of plants native to the Chino Valley area.

NON-PROGRAM BUILDER – "Non-Program Builder" means a person or entity that is engaged by an owner for the purpose of constructing a single home within Bright Star.

OPEN SPACE - "Open Space" means all land, improvements, and other properties now or hereafter designated as such on the Plat, or the Declaration or the Council Rules.

OWNER - "Owner" means the owner of a Unit or existing residence. For the purposes herein, the Owner may act through such Owner's agent, provided that such agent is authorized in writing to act in such capacity.

PLAT - "Plat" refers to the official Plat of Bright Star as recorded or to be recorded with the Yavapai County Recorder.

PROGRAM BUILDER – "Program Builder" means that person or entity that has multiple lots under contract within Bright Star for the purpose of building and selling homes to the public.

PROPERTIES - "Properties" means all the real Properties located in Bright Star together with additional property as is subject to the Declaration in accordance with Article XI of the Declaration.

RESIDENCE - "Residence" means the building or buildings, including any garage, used for residential purposes constructed on a Unit, and any improvements constructed in connection therewith. Unless otherwise defined, "Residence" shall mean single-family residence.

REVIEWER - "Reviewer" means the Declarant or the Architectural Review Committee established pursuant to the Declaration or any Council employee designated by the Architectural Review Team, such as the Coordinating Architect.

STRUCTURE - "Structure" means anything constructed or erected on a Unit, the use of which requires location on the ground or attachment to something having location on the ground.

UNIT - "Unit" means a subdivided home site or other building site as shown on the Plat.

VISIBLE FROM NEIGHBORING PROPERTY - "Visible from neighboring property" means that an object or activity on a Unit which is or would be in any line of sight originating from any point six feet above any other property, including other Units, a Private Amenity, and Common Areas assuming that such other property or Unit has an elevation equal to the highest elevation of the ground surface of that portion of the Unit upon which such object or activity is located.

WORK - "Work" means any placement or installation of a structure or any improvements, including staking, clearing, Excavation, grading or other site work, exterior alteration or removal of landscaping materials.

Please note that the Town of Chino Valley requires that a Certificate of Occupancy be issued prior to the owner moving into any home.

EXHIBIT 'A'

Residential Lots Within Bright Star Are Approved For A Maximum of 450 Square Feet of Lawn

The Following Trees, Plants and Shrubs are the only permitted plantings within Bright Star

Any Single Resident May Have a Maximum of 10 of the Following Trees.

EXHIBIT 'A'

Residential Lots Within Bright Star Are Approved For A Maximum of 450 Square Feet of Lawn

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Any Single Resident May Have a Maximum of 10 of the Following Trees.

TREES	
Botanical Name	Common Name
Abies concolor	White Fir
Ailanthus altissima	China Tree of Heaven
Albizia julibrissim	Mimosa
Betula papyrifera	Paper Birch
Buchichiton populneum	Ottle Tree
Cedrus deodara	Deodra Cedar
Celtis occidentalis	Hackberry
Cupressus glabra	Arizona Cypress
Elaegnus augustifolia	Russian Olive
Fraxinus velutina	Arizona Ash
Fraxinus veluntina glabra	Modesto Ash
Gleditsia tricanthosm, var Moraine	Moraine Locust
Gleditsia tricanthosinerus	Thornless Honey Locust
Juniperus drepaeanna pachyphlaia	Alligator Juniper
Juniperus scopulorum	Rock Mountain Juniper
Koellreuteria poniculata	Golden Rain Tree
Malus spp	Flowering Crab
Morus Kingan	Kingan Fruitless Mulberry
Picea Canadensis	White Spruce

Pinus cembroedes edulis	Pinyon Pine
Pinus Halepenis	Pine, Bristlecone
Pinus ponderosa	Ponerosa (Western Yellow) Pine
Prunus padus	Mayday Tree
Quercus emoryii	Emory Oak
Quercus Gambelli	Gambell's Oak
Robinia pseudocacia	Black Locust
Sequoiadendron giganteum	Giant Sequoia
Thuja occidentalis pyramidalis	American Pyramid Arbor Vitae
Tilia tomentosa	Silver Linden
Ulmus Americana	American Elm
Ulmus pumila	Chinese Elm

SHRUBS	
Botanical Name	Common Name
Acacia greggii	Catclaw
Acer Grandidentatum	Big Tooth Maple
Berberis mentorensis	Mentor Barberry
Berberis T. atropupurea	Red Leaf Barberry
Berberis repens	Creeping Mahonia
Buxus microphylla koreana	Korean Boxwood
Caragnan arborescens	Siberian Peashrub
Ceratoides lanata	Winterfat
Cercis occidentalis	Western Redbud
Cerocarpus ledifolius	Curl-leaf Mountain Mahogany
Chrysothamnus spp.	Rabbitbrush
Cotoneaster conguetra	Pyrenees Cotoneaster

Cotoneaster horizontalis	Creeping Cotoneaster
Cotoneaster divaricata	Spreading Cotoneaster
Cornus stolonifera	Red-osifer Dogwood
Continus coggygria	Smoke Tree
Cowanian mexicana	Cliffrose
Euonymous	Euonymous
Fallugia paradoxa	Apache Plume
Hedera helix	English Ivy
Hibiscus syriacus	Rose of Sharon
Holodiscus dumosus	Bush Rockspirea
Japonica	Eyonymous
Kilkwitzie amabilis	Beauty bush
Lonicera Clavey's dwarf	Clavey's Dwarf Honeysuckle
Mahonia aquifolium	Oregon Hollygrape
Philadelphus lemoinea	Mockorange
Plotinia arbutifolia	California Holly
Plotinia serrulata	Chinese Photinia
Physocarpus monogynus	Ninebark
Prunus virginiana demissa	Western Chokecherry
Pyracantha coccinea lalandii, coccinea pauciflora	Firethorn Pyracantha
Rhus trilobata	Skinkbush Sumac
Rhus glaba	Smooth Sumac
Rose Arizona	Arizona Rose
Rosa rugtosa	Ramanas Rose
Sambucus spp.	Elderberry
Senecia longilobus	Threadleap Groundsel
Sophora secundiflora	Texas Mountain Laurel

Spirea trichecarpa	Korean Spirea
Syringe vulgaris	Common Lilac
Tamarix parviflora	Tamarix Juniper
Taxus	Auglojap and Hicks Yew
Yucca baccatta	Indian Banana
Yucca glauca	Small Soapwood

Bright Star Low Water Use Plants List Exhibit 'A'

PERRENIALS, BULBS, ANNUALS

(Common and/or Botanical Names not specified)

Achillea
Agave
Anacyclus depressus
Baptisia australis
Bearded Iris
Cleome spinosa
Coreopsis
Cortaderia selloana
Cosmos
Echeveria
Erigeron
Euphorbia
Gaillardia
Kniphofia livaria
Liatris
Linum
Marrubium vulgare

Narcissus
Oenothera berlandieri
Pholmis fruticosa
Portulaca grandiflora
Sedum
Tithonia rotundifolia
Verbena
Vine Wisteria
Yucca