

Colina del Norte Guidelines

**LANDSCAPE AND DESIGN GUIDELINES
AND
ASSOCIATION RULES
FOR
COLINA DEL NORTE HOMEOWNERS ASSOCIATION**



www.colinadelnorte.com

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TABLE OF CONTENTS

1. INTRODUCTION..... 1

 1.1. WELCOME.....1

 1.2. THE ASSOCIATION.....1

2. DEFINITIONS 2

3. ASSOCIATION INFORMATION 4

 3.1. ASSESSMENTS.....4

 3.2. ASSESSMENT COLLECTION POLICY4

 3.2.1. LATE FEE.....4

 3.2.2. ASSESSMENT COLLECTION SCHEDULE4

 3.2.3. PAYMENT PLANS.....5

 3.3. FINE POLICY6

 3.3.1. FINE SCHEDULE6

 3.3.2. PROCESS TO APPEAL FINES7

 3.3.3. OTHER REMEDIES.....7

 3.4. AC APPROVAL, REVIEW AND APPEAL POLICY.....8

 3.4.1. OBLIGATION TO OBTAIN AC APPROVAL.....8

 3.4.2. REQUEST PROCESS8

 3.4.3. REVIEW PROCESS9

 3.4.4. APPEAL TO THE BOARD 10

 3.4.5. NATURE OF APPROVAL / NON-LIABILITY FOR APPROVAL OF PLANS .. 10

 3.4.6. ACCURACY OF INFORMATION..... 11

4. LANDSCAPING 11

4.1. FRONT AND BACK YARD LANDSCAPING	11
4.2. LANDSCAPE CURBING	12
4.3. FINE GRADING AND MOUNDING	12
4.4. HARDSCAPE	12
4.5. IRRIGATION	12
4.6. LANDSCAPE LIGHTING.....	13
4.7. POTTED PLANTS.....	13
4.8. GRANITE COLORS	13
4.9. WATER FEATURES, STATUARY, ETC.	13
4.10. MAINTENANCE BY OWNER.....	13
5. ARCHITECTURAL ELEMENTS	14
5.1. ANCILLARY/LANDSCAPE STRUCTURES	14
5.2. ANTENNAS AND SATELLITE DISHES	15
5.3. AWNINGS AND CANOPIES	15
5.4. BARBECUES	16
5.5. BASKETBALL GOALS	17
5.6. COLOR PALETTE.....	17
5.7. DECORATIVE ITEMS AND ORNAMENTATION	17
5.8. DOG RUNS/PET SHELTERS	17
5.9. DRIVEWAY EXTENSIONS	17
5.10. FENCES AND WALLS	17
5.11. FLAGS AND FLAGPOLES.....	18
5.12. FIREPLACES & CHIMNEYS.....	18
5.13. GATES	18

Colina Del Norte Guidelines

5.14. GUEST HOUSES, ADDITIONS AND OTHER HABITABLE STRUCTURES.....	18
5.15. GUTTERS & DOWNSPOUTS	19
5.16. HOLIDAY LIGHTING / DECORATIONS.....	19
5.17. AIR CONDITIONING AND EVAPORATIVE COOLING UNITS	19
5.18. LIGHTING	19
5.19. MACHINERY & EQUIPMENT	20
5.20. PATIOS/DECKS/PAVEMENTS.....	20
5.21. PATIO COVERS AND RAMADAS	20
5.22. PLAYGROUND EQUIPMENT	21
5.23. POOL FENCING	21
5.24. ROOF, ROOF STRUCTURES AND ROOFTOP EQUIPMENT	21
5.25. SCREEN DOORS / WINDOW SCREENS.....	21
5.26. SECURITY DOORS AND SECURITY WINDOW COVERINGS.....	22
5.27. SOLAR PANELS AND COLLECTORS	22
5.28. SPORTS COURTS.....	22
5.29. STORAGE SHEDS.....	22
5.30. SWIMMING POOLS INCLUDING SPAS, HOT TUBS & WATER FEATURES.....	23
5.31. WINDOWS AND WINDOW COVERINGS.....	24
6. USE RESTRICTIONS	24
6.1. MOTOR VEHICLE REPAIRS	24
6.2. CLOTHES DRYING.....	24
6.3. RESIDENTIAL USE.....	24
6.4. COMMERCIAL VEHICLES	25
6.5. NOXIOUS AND OFFENSIVE ACTIVITIES.....	25

6.6. COMMON AREA	25
6.7. STREETS	25
6.8. ENTRY GATE “CLICKERS”	25
6.9. PARKING	26
6.10. PETS	26
6.11. RECREATIONAL VEHICLES	26
6.12. RENTING/LEASING	27
6.13. SIGNS	27
6.14. SWIMMING POOLS/SPAS/HOT TUBS/WATER FEATURES OPERATIONS	27
6.15. REFUSE AND REFUSE CONTAINERS	28
7. MISCELLANEOUS	28
APPENDIX A1. PLANT LISTS	30
A1.1. PROHIBITED PLANT LIST	30
A1.2. APPROVED PLANT LIST	30
TREES	30
SHRUBS	32
GROUND COVERS	35
VINES	36
CACTI	37
SUCCULENTS AND ACCENTS	38
GRASSES	39
PERENNIALS	40
ANNUALS	41
APPENDIX A2. COLOR PALETTE	42

Colina Del Norte Guidelines

APPENDIX A3. MANAGEMENT COMPANY.....44

APPENDIX A4. ARCHITECTURAL APPROVAL REQUEST FORM..... 45

1. INTRODUCTION

1.1. WELCOME

Welcome to Colina Del Norte!

Colina Del Norte is designed to be compatible with the spectacular Sonoran Desert setting of Northeast Phoenix. Building design, materials and colors, as well as the palette of landscape plants and materials, have been chosen to achieve the design theme of the community.

These Guidelines are intended to assure the quality and desirability of Colina Del Norte living for current and future residents.

These Guidelines supersede all previous versions of the Landscape and Design Guidelines and Association Rules for Colina Del Norte Homeowners Association.

These Guidelines complement the Association's other governing documents. These Guidelines are expected to change over time as the community matures. It is your responsibility as a Member of the Association to ensure that you are familiar with the most current version.

Thank you and welcome,

Board of Directors, Colina Del Norte Homeowners Association

1.2. THE ASSOCIATION

By purchasing a home in Colina Del Norte, you have automatically become a Member of Colina Del Norte Homeowners Association (the "Association"). This membership involves rights, privileges and obligations that are described in the Association's Articles of Incorporation, Bylaws and these Guidelines, as well as the Association's Declaration of Covenants, Conditions and Restrictions (the "CC&Rs").

The Association is a nonprofit Arizona corporation. Like other corporations, the Association must file an annual report, as well as federal and state tax returns. The Association is managed by a Board of Directors (the "Board"), which sets policy and conducts business on behalf of the Members.

The Association is responsible for a number of community functions, including:

- maintaining the Common Area, streets, sidewalks and certain perimeter walls;
- enforcing use restrictions and other Association Rules;
- setting and collecting assessments; and
- adopting annual budgets to carry out these functions.

The Board has an Architectural Committee (the "AC") with authority to enforce various provisions of the CC&Rs and these Guidelines.

Colina Del Norte Guidelines

The Board has hired the Management Company specified in Appendix A3 (the "Management Company") to handle the day-to-day operations of the Association. For the most current information about the Association's governing documents, contact the Management Company or use the Association's website <<http://www.colinadelnorte.com>>.

The goal of the Board, the AC and the Management Company is to maintain property values and a desirable quality of life in the community.

An investment in time and energy is required from each of us to learn about and live up to the responsibilities of home ownership in Colina Del Norte. You are urged to familiarize yourself with your responsibilities under these Guidelines, particularly the **AC Approval, Review and Appeal Policy** set forth in §3.4 hereof.

2. DEFINITIONS

In these Guidelines, unless the context otherwise requires:

- (A) The "AC" shall mean the Architectural Committee established by the Board pursuant to §3.4 of the CC&Rs.
- (B) The "Articles" shall mean the Articles of Incorporation of the Association, as such Articles may be amended, modified or supplemented from time to time.
- (C) The "Association" shall mean Colina Del Norte Homeowners Association, an Arizona nonprofit corporation, and its successors and assigns.
- (D) "Association Rules" shall mean the rules and regulations adopted by the Association pursuant to §3.3 of the CC&Rs, as such rules and regulations may be amended, modified or supplemented from time to time.
- (E) The "Board" shall mean the Board of Directors of the Association.
- (F) The "Bylaws" shall mean the Bylaws of the Association, as such Bylaws may be amended, modified or supplemented from time to time.
- (G) The "CC&Rs" shall mean the Declaration of Covenants, Conditions and Restrictions of the Association, as such Declaration may be amended, modified or supplemented from time to time.
- (H) The "Common Area" shall mean Tracts A, B, D, E, G, H, I, J and K as shown on the Plat.
- (I) The "Declarant" shall mean Shea Homes Limited Partnership, a California limited partnership, and its successors and assigns.
- (J) These "Guidelines" shall mean this document, "Landscape and Design Guidelines and Association Rules for Colina Del Norte Homeowners Association," as this document may be amended, modified or supplemented from time to time.

- (K) "Home" shall mean any building situated upon a Lot and designed and intended for independent ownership and for use and occupancy as a residence by a Single Family.
- (L) "Improvement" shall mean any building, road, driveway, parking area, fence, wall, rock, hedge, planting, tree, shrub or any other structure or landscaping improvement of any type or kind.
- (M) "Law" means any law (including common law), statute, ordinance, code, rule or regulation of any government or governmental subdivision or agency.
- (N) "Lot" shall mean any lot shown on the Plat.
- (O) The "Management Company" shall mean the management company specified in Appendix A3.
- (P) "Member" shall mean a Person who is a member of the Association.
- (Q) "Motor Vehicle" shall mean a vehicle that is self-propelled by a motor or engine, gas or electric, and is not a motorized wheelchair or an electric personal assistive mobility device.
- (R) "Owner" shall mean the record owner, except as provided below, whether one or more Persons, of the fee simple title to a Lot, including, without limitation, one who is buying a Lot under a recorded contract, but excluding others having an interest merely as security for the performance of an obligation. In the case of a Lot where the fee simple title is vested of record in a trustee under a deed of trust, legal title shall be deemed to be in the trustor. In the case of a Lot where fee simple title is vested in a trustee pursuant to a trust agreement, the beneficiary entitled to possession shall be deemed to be the Owner.
- (S) "Person" shall mean an individual, corporation, government or governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, or any other legal or commercial entity.
- (T) The "Plat" shall mean the Plat of Colina Del Norte recorded in Book 434 of Maps, Page 30, recorded as Instrument Number 98-0587860 in the office of the Recorder of Maricopa County, Arizona, as such Plat may be amended, modified or supplemented from time to time.
- (U) "Single Family" shall mean an individual living alone, a group of two or more individuals each related to the other by blood, marriage or legal adoption, or a group of not more than three individuals not all so related, together with their domestic servants, who maintain a common household in a dwelling.
- (V) "Single Family Residential Use" shall mean the use of a Lot and Home as a residence for a Single Family in conformity with the CC&Rs and all applicable Laws.

Colina Del Norte Guidelines

(W) "Visible From Neighboring Property" shall mean that an object is or would be visible to an individual six feet tall standing on a neighboring Lot or street at an elevation not greater than the elevation of the base of the object being viewed.

(X) Terms which are used in these Guidelines and which are defined in the CC&Rs, Articles or Bylaws shall have the definitions specified for those terms in the CC&Rs, Articles or Bylaws.

3. ASSOCIATION INFORMATION

3.1. ASSESSMENTS

The Board is responsible for setting and collecting annual assessments (i.e., HOA dues). Annual assessments may be increased by the Board as of each January 1st; however, the increase is limited, as specified in the §4.3(H)(ii) of the CC&Rs, to an amount based upon the increase in the Consumer Price Index or 5% of the maximum annual assessment for the immediately preceding year, whichever is greater. Per §4.3(G) of the CC&Rs, larger increases must be approved by a specified majority of the Members.

Annual assessments are due in semiannual installments on the dates specified in the notices of assessment.

Special assessments, per §4.4 of the CC&Rs, may be levied by the Association, but only for the purpose of defraying the cost of construction, reconstruction, repair or replacement of capital improvements to the Common Area, or for any other lawful Association purpose. Special assessments must be approved by a specified majority of the Members.

Per §4.1 of the CC&Rs, annual and special assessments, together with interest, costs and reasonable attorneys' fees, are a lien upon each Lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, is also a personal obligation of the Owner of such Lot at the time the assessment becomes due.

3.2. ASSESSMENT COLLECTION POLICY

3.2.1. LATE FEE

If an Owner does not pay an assessment in full by the last day of the month in which such assessment was due, the Owner will be charged a late fee in an amount equal to 10% of the unpaid amount of the assessment.

3.2.2. ASSESSMENT COLLECTION SCHEDULE

If an Owner does not pay an assessment in full by the last day of the month in which such assessment was due, the following assessment collection schedule shall be applicable:

- (A) The **First Notice** of such nonpayment shall be mailed to the Owner via regular mail, as soon as practicable after the last day of the month in which such installment was due, (i) indicating that the Owner's account is delinquent and a late fee has been applied to the account, and (ii) demanding payment in full of the delinquent account within a 15-day period beginning on the date of the first notice.
- (B) If the delinquent account is not paid in full per the first notice, the **Second Notice** of such nonpayment shall be mailed to the Owner via certified mail, return receipt requested, (i) demanding payment in full of the delinquent account a 15-day period beginning on the date of the second notice, and (ii) stating that a lien will be filed on the Owner's Lot unless such payment is made.
- (C) If the delinquent account is not paid in full per the second notice, a **lien** shall be filed on the Owner's Lot. All costs incurred by the Association in connection with the filing of the lien, including, without limitation, recording fees and reasonable attorneys' fees, shall be charged to the delinquent account. The lien shall not be released unless and until such time as the delinquent account is paid in full.
- (D) After the lien is filed on the Owner's Lot, the delinquent account may be sent to the Association's attorneys for **collection**. All costs incurred in connection with the collection of the delinquent account, including, without limitation, reasonable attorneys' fees and court costs, shall be charged to the delinquent account.
- (E) All payments to the delinquent account will be applied in the following order:
- (i) past due assessments;
 - (ii) lien recording fees;
 - (iii) collection costs, including, without limitation, reasonable attorneys' fees and court costs;
 - (iv) fines; and
 - (v) late fees or interest.

The Association shall not be required to consider waiving any charges to a delinquent account unless the charges were attributable to the fault of the Association or the Management Company.

3.2.3. PAYMENT PLANS

Payment plans shall be accepted under the following conditions:

- (A) Partial payments made in the absence of a properly executed payment plan (i.e., a written payment plan executed by both the Owner and the Association)

Colina Del Norte Guidelines

shall not be considered a payment plan, and shall not defer the Association's actions under the Assessment Collection Policy.

- (B) Late fees as provided in the Assessment Collection Policy shall not be charged during the term of a payment plan as long as payments are made in accordance with the plan.
- (C) The minimum monthly payment under a properly executed payment plan must equal at least 1/6th of the total amount of delinquent account at the time the plan is executed.

If the Owner defaults on a payment plan, the Association shall resume its actions under the Assessment Collection Policy with no further notice to the Owner.

3.3. FINE POLICY

3.3.1. FINE SCHEDULE

If an Owner or a tenant, guest or invitee of an Owner is found to be in violation of the CC&Rs or these Guidelines, the following fine schedule shall apply to such violation:

- (A) The **First Notice** of such violation shall be mailed to the Owner via regular mail, requesting compliance within a 14-day period beginning on the date of the first notice. **No fine** shall be assessed on the date of the first notice.
- (B) If such violation is not corrected per the first notice, (i) the **Second Notice** of such violation shall be mailed to the Owner via regular mail requesting compliance within a 14-day period beginning on the date of the second notice; and (ii) a **\$50.00 fine** shall be assessed as of the end of such 14-day period, which fine shall be due and payable within 30 days immediately thereafter.
- (C) If such violation is not corrected per the second notice, (i) the **Third Notice** of such violation shall be mailed to the Owner via certified mail, return receipt requested, requesting compliance within a 14-day period beginning on the date of the third notice; and (ii) an additional **\$100.00 fine** shall be assessed as of the end of such 14-day period, which fine shall be due and payable within 30 days immediately thereafter.
- (D) If such violation is not corrected per the third notice, (i) the **Fourth Notice** of such violation shall be mailed to the Owner via certified mail, return receipt requested, requesting compliance within a 14-day period beginning on the date of the fourth notice; and (ii) an additional **\$200.00 fine** shall be assessed as of the end of such 14-day period, which fine shall be due and payable within 30 days immediately thereafter.
- (E) If such violation continues without resolution after the fourth notice, the Board shall consider legal action against the Owner.
- (F) The Board reserves the right to accelerate this fine schedule for any violation which the Board, in its sole discretion, deems (i) a safety hazard, (ii) an egregious violation of the

CC&Rs or these Guidelines, or (iii) a violation committed by a blatant and repeat offender.

- (G) This fine schedule is not applicable to parking or safety violations, which must be resolved immediately.

3.3.2. PROCESS TO APPEAL FINES

An Owner who has been fined may appeal the fine to the Board of Directors in accordance with the following appeal process:

- (A) The appeal shall be in writing and must be received by the Association, in care of the Management Company, at the address specified in Appendix A3, within 10 days immediately following the date as of which the fine was assessed.
- (B) The appeal shall specify all grounds for the appeal, as well as any and all extenuating circumstances which, according to the Owner, justify elimination of the fine.
- (C) If a complete and timely an appeal is received by the Association, the Board shall conduct a hearing on the appeal within 60 days immediately following the date on which the appeal shall have been received. The Management Company shall give written notice of the hearing to the Owner at least 10 days prior to the hearing.
- (D) The Board shall determine the procedure to be followed at the hearing, and shall render a decision on the appeal either at the hearing or as soon as practicable thereafter. The Board shall notify the Owner of the decision either in person at the hearing or in writing as soon as practicable thereafter.
- (D) The fine being appealed, as well as any and all fines subsequently assessed for the same violation, shall be held in abeyance pending the hearing. If the appeal is denied, all such fines shall become immediately due and payable.
- (E) If the appeal does not meet all of the requirements specified above, the appeal shall not be heard by the Board, and shall be deemed to have been **denied**.
- (F) The decision of the Board on the appeal shall be final, and may not be further appealed.
- (G) Each routine violation of the CC&Rs or these Guidelines shall be removed from the active list of violations after six months shall have passed from the date such violation shall have been corrected.

3.3.3. OTHER REMEDIES

Fines shall not be the exclusive remedy for enforcing the CC&Rs and these Guidelines. The Association shall have the right to enforce the CC&Rs and these Guidelines by any proceeding at Law or in equity. In the event that an Owner violates any provision of the CC&Rs or these Guidelines, the Owner shall pay to the Association, on demand, all

Colina Del Norte Guidelines

costs incurred by the Association in connection with the enforcement of the violated provision of the CC&Rs or these Guidelines, including, without limitation, reasonable attorneys' fees, whether or not a lawsuit is commenced as a part of the enforcement process. No failure or delay by the Association in exercising any of its rights, powers or privileges shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

3.4. AC APPROVAL, REVIEW AND APPEAL POLICY

3.4.1. OBLIGATION TO OBTAIN AC APPROVAL

- (A) No excavation or grading work shall be performed on any Lot without the prior written approval of the AC.
- (B) Except as otherwise specifically provided herein, no Improvement shall be constructed or installed on any Lot without the prior written approval of the AC.
- (C) Except as otherwise specifically provided herein, no addition, alteration, repair, change or other work which in any way alters the exterior appearance of any Lot or House may be made or done without the prior written approval of the AC.
- (D) Any work done and any Improvement constructed or installed on any Lot in violation of these Guidelines shall be subject to removal at the Owner's expense.
- (E) Design Modifications Made Without Approval. The Board shall levy a fine of up to five hundred (\$500.00) against any Owner for the failure by such Owner, or by a Resident or Lessee of such Owner's Lot, to obtain written approval from the Architectural Committee prior to constructing, installing or modifying an Improvement that would be Visible From Neighboring Property. An Owner may submit a request for approval to the Architectural Committee after the Board levies the fine, but the request will not be considered until the earlier (i) payment of the fine by the Owner or (ii) determination by the Board that the fine should not be assessed. No new Architectural Committee Request will be considered if the lot has outstanding violations, fines or assessments.

3.4.2. REQUEST PROCESS

- (A) Contact the Management Company, or use the Association's website <<http://www.colinadelnorte.com>>, to obtain an Architectural Approval Request Form. (See Appendix A4.)
- (B) Follow all directions provided to complete the Architectural Approval Request Form, attach all pertinent exhibits (drawings, photos, etc.) to the form, and return the completed form to the Management Company at the address specified on the form. All plans shall be to scale, where appropriate, and sheet size should not exceed 30" x 42". The request submittal shall include the following information:
 - (i) A completed Architectural Approval Request Form (See Appendix A4).

- (ii) A site development plan including:
 - a. Lot boundaries and dimensions;
 - b. The location of any existing buildings, landscaping, walls, fences or other Improvements;
 - c. Where applicable, the location of any easements, right-of-ways, setbacks or site visibility triangles; and
 - d. The location of any and all proposed Improvements, including, without limitation, buildings and other structures, walls and fences, grading, hardscape, landscape, irrigation, ramadas, barbecues, fireplaces, pools/spas, pool/spa equipment, pool/spa equipment enclosures, exterior lighting and basketball goals.
- (iii) Elevations indicating any architectural Improvements.
- (iv) Samples of exterior building materials and colors (where appropriate).
- (v) Such other information, if any, as may be requested by the AC.

3.4.3. REVIEW PROCESS

- (A) The Management Company shall review the request for completeness.
 - (i) Complete requests shall be forwarded to the AC Chairman with the Management Company's opinion on the request's compliance with the CC&Rs and these Guidelines.
 - (ii) Incomplete requests shall be returned to the Owner with a description of the information required to complete the request.
- (B) The AC shall render a decision on the request and give written notice of its ruling to the Management Company. The decision shall be one of the following:
 - (i) **Approved or Rejected:** If rejected, the AC shall provide an explanation for the rejection;
 - (ii) **Deferred to the Board:** For all deferred requests, the AC shall provide (i) an explanation of why it deferred a decision, (ii) a recommended ruling, and (iii) where appropriate, recommended changes to these Guidelines to clarify future requests; or
 - (iii) **Incomplete:** The AC shall provide a description of the information required to complete the request.
- (C) No later than 60 days from the date the complete request shall have been received by the Management Company, the Management Company shall give

Colina Del Norte Guidelines

written notice to the Owner of the AC's decision, and shall place the request and the accompanying ruling in the Owner's Lot file (i.e., a letter and a copy of all information concerning the request.)

- (D) If the AC fails to approve or disapprove a complete request within 60 days after such request shall have been received by the Management Company, such request shall be deemed to have been approved.

3.4.4. APPEAL TO THE BOARD

Any Owner aggrieved by a decision of the AC may appeal the decision in accordance with the following appeal process:

- (A) The appeal shall be in writing and must be received by the Association, in care of the Management Company, at the address specified in Appendix A3, within 10 days immediately following the date on which the Owner shall have been given written notice of the AC's decision.
- (B) The appeal shall specify all grounds for the appeal, as well as any and all extenuating circumstances which, according to the Owner, justify reversal of the AC's decision.
- (C) If a complete and timely appeal is received by the Association, the Board shall conduct a hearing on the appeal within 60 days immediately following the date on which the appeal shall have been received. The Management Company shall give written notice of the hearing to the Owner at least 10 days prior to the hearing.
- (D) The Board shall determine the procedure to be followed at the hearing, but shall allow both the Owner and the AC an opportunity to be heard at the hearing. The Board shall render a decision on the appeal either at the hearing or as soon as practicable thereafter. The Board shall notify the Owner of the decision either in person at the hearing or in writing as soon as practicable thereafter.
- (E) If the appeal does not meet all of the requirements specified above, the appeal shall not be heard by the Board, and shall be deemed to have been **denied**.
- (F) The decision of the Board on the appeal shall be final, and may not be further appealed.
- (G) If the appeal involves a matter for which the Owner has been fined for violating the CC&Rs or these Guidelines, the Process to Appeal Fines set for in §3.3.2 hereof shall take precedence over the process set forth in this §3.4.4.

3.4.5. NATURE OF APPROVAL / NON-LIABILITY FOR APPROVAL OF PLANS

- (A) If the AC or Board approves the construction, installation, addition, alteration, repair, change or other work pursuant hereto, the Owner who requested such approval shall proceed to perform such work as soon as practicable, and shall diligently

pursue such work so that it is completed as soon as practicable and within such period as may be prescribed by the AC or Board.

- (B) The approval by the AC or Board of any construction, installation, addition, alteration, repair, change or other work pursuant hereto shall be in addition to, and not in lieu of, any approvals, consents or permits required by any government or governmental subdivision or agency.
- (C) The approval by the AC or Board of any construction, installation, addition, alteration, repair, change or other work pursuant hereto does not mean that the AC or Board has passed judgment on the structural soundness of the work or its effect upon existing or future drainage. Neither the AC, the Board, the Association nor the Management Company shall have any liability in connection with or related to approved plans, specifications or Improvements.
- (D) The approval by the AC or Board of any construction, installation, addition, alteration, repair, change or other work pursuant hereto shall not be deemed to be a waiver of the right of the AC or Board to withhold approval of any similar work subsequently submitted for approval.

3.4.6. ACCURACY OF INFORMATION

Each Owner who submits plans to the AC shall be responsible for verification and accuracy of all components of such submissions, including, without limitation, all site dimensions, grades, elevations, utility locations, easements and other pertinent features of the site or plans.

4. LANDSCAPING

4.1. FRONT AND BACK YARD LANDSCAPING

- (A) Within six months immediately after becoming the Owner of a Lot, the Owner shall, except as otherwise provided herein, install landscaping and irrigation Improvements in that portion of the Lot which is between (i) the street(s) adjacent to the Lot and (ii) the exterior wall of the Home or any wall separating the side or back yard of the Lot from the front yard of the Lot. Prior to installation of such Improvements, the Owner shall maintain the front yard of the Lot in a weed-free condition. The provisions of this §4.1(A) shall be inapplicable if such Improvements shall have been installed before the Owner became the Owner of the Lot.
- (B) Within six months immediately after becoming the Owner of a Lot, the Owner shall, except as otherwise provided herein, install landscaping and irrigation Improvements in the back yard of the Lot, if the back yard is Visible From Neighboring Property. Prior to installation of such Improvements, the Owner shall maintain the back yard of the Lot in a weed-free condition. The provisions of this §4.1(B) shall be inapplicable if such Improvements shall have been installed before the Owner became the Owner of the Lot.

Colina Del Norte Guidelines

(C) Notwithstanding any other provision hereof to the contrary, landscaping plans need not be submitted to the AC for approval, provided that such plans fully comply with these Guidelines. All landscaping plans which fully comply with these Guidelines shall be deemed to have been approved by the AC.

(D) No trees, shrubs or other plants, except those on the Approved Plant List set forth in Appendix A1.2, shall be permitted on any Lot.

(E) Front yard landscaping must have:

- (i) a minimum of two 24-inch box desert trees, except as otherwise provided below;
- (ii) a minimum of 15 five-gallon desert shrubs;
- (iii) decomposed granite, Madison Gold or Apache Brown, as ground cover; and
- (iv) irrigation to the plant material.

A saguaro (*Carnegiea gigantea*), Joshua tree (*Yucca brevifolia*) or ocotillo (*Fouquieria splendens*) may be substituted for a 24-inch box tree in the front yard, provided that such saguaro, Joshua tree or ocotillo has a height of at least six feet; and provided further that an exception from the 24-inch box tree requirement may be granted by the AC for good cause, such as lack of available room for such trees.

(E) Turf is prohibited in front yards, but is permitted in back yards.

4.2. LANDSCAPE CURBING

Landscape curbing may not exceed 12 inches in width and shall be flush where it abuts other paved areas. Rock, railroad tie, plastic, steel, aluminum and redwood curbing are prohibited.

4.3. FINE GRADING AND MOUNDING

Fine grading is a critical aspect of landscaping. Each Lot was graded by the Declarant so that all storm water will drain away from the house. It is important that this drainage pattern be maintained when preparing the landscape design, especially if mounding or berming is proposed. Every effort should be made to make mounding appear natural.

4.4. HARDSCAPE

Any hardscape items proposed for front yard installation must be approved by the AC. Only hardscape items in the back yard that will be Visible From Neighboring Property must be approved by the AC. Materials included in hardscape are concrete, brick, tile, wood, etc. Examples of hardscape items are planters, walkways, retaining walls, decorative walls and fountains.

4.5. IRRIGATION

All landscape irrigation shall be low-water use, drip systems, except for turf or flower bed areas, which may use spray systems. Overspray onto the Association's sidewalks or streets is prohibited.

4.6. LANDSCAPE LIGHTING

Landscape lighting may be used for accenting landscape features, sidewalks or driveways on Lots. All landscape lighting is to be low voltage and to be of a high quality architectural design. AC approval is not required for low voltage landscape lighting.

4.7. POTTED PLANTS

Potted plants in the back yard of a Lot, which are below the fence line, do not require AC approval.

Potted plants in the porch / front door/ garage door area of a Lot do not require AC approval but are subject to AC revocation.

Potted plants in front yard landscaping must be submitted to the AC for approval, per §5.7 hereof, and shall be required to conform to the Approved Plant List set forth in Appendix A1.2.

4.8. GRANITE COLORS

The only approved decomposed granite colors for Lots are Madison Gold and Apache Brown.

4.9. WATER FEATURES, STATUARY, ETC.

Items such as fountains, statuary, etc. which are below the fence line, are permissible in the back yard and do not require prior AC approval. Items in the porch / front door/garage door area do not require AC approval but are subject to AC revocation.

Water features or fountains must be set back a minimum of three feet from any property line. No water feature or fountain may exceed six feet in height or drain into the Common Area. It is recommended that water features be chlorinated.

The AC reserves the right to limit the size and quantity of water features or statuaries.

4.10. MAINTENANCE BY OWNER

- (A) Each Owner shall, at his expense, maintain his Lot and Home in good condition. The landscaping and yard on the Lot shall be neatly and attractively maintained, and shall be cultivated and planted to the extent required to maintain an appearance in harmony with other Lots and Homes in the community. The Owner shall be responsible for controlling weeds, dust and erosion on his Lot. All landscaping on the Lot shall be maintained in good condition, including, without limitation, weeding, mowing, fertilizing, pruning, controlling pests and diseases, removing trash. Dead, damaged or dying plants, as well as damaged

Colina Del Norte Guidelines

or deteriorating structural elements, on the Lot shall be replaced as soon as possible when an unsightly or potentially hazardous condition becomes apparent. During a prolonged absence of the Owner, the Owner shall arrange for the continued care and upkeep of his Lot and Home. The Owner shall not allow a condition to exist in or on his Lot or Home which would adversely affect other Lots and Homes in the community. Any repainting or redecorating of the exterior surface of a Home which alters the original appearance of the Home shall require the prior approval of the AC.

- (B) If an Owner fails to landscape or maintain his Lot or Home as required by the CC&Rs or these Guidelines, the Board may use the enforcement procedures specified in Article VIII of the CC&Rs.

5. ARCHITECTURAL ELEMENTS

The following sections relate to some of the most common types of architectural elements of Homes and Lots.

EXCEPT AS OTHERWISE PROVIDED HEREIN, NO ADDITION, ALTERATION, REPAIR, CHANGE OR OTHER WORK WHICH IN ANY WAY ALTERS THE EXTERIOR APPEARANCE OF ANY LOT OR HOUSE MAY BE MADE OR DONE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE AC.

FOLLOWING THESE GUIDELINES DOES NOT ELIMINATE THE NEED FOR AC APPROVAL.

ANY WORK DONE AND ANY IMPROVEMENT CONSTRUCTED OR INSTALLED ON ANY LOT IN VIOLATION OF THESE GUIDELINES SHALL BE SUBJECT TO REMOVAL AT THE OWNER'S EXPENSE.

5.1. ANCILLARY/LANDSCAPE STRUCTURES

Except as otherwise provided herein, ancillary/landscape structures, including, without limitation, sheds, greenhouses, gazebos, ramadas, fireplaces, barbecues, swimming pool or hot tub or spa enclosures and similar structures are allowed in back yards only and require AC approval. Except as otherwise provided herein, the area of any such structure may not exceed 150 square feet. Structures greater than six feet in height must be located at least fifteen feet from property lines and are limited to nine feet in height. All ancillary structures Visible From Neighboring Property or through view fencing shall be painted to match the color of the Home or have a natural wood or other natural finish and shall have roofing material which matches the roofing color of the Home. The area of any storage sheds may not exceed 50 square feet and shall have roofing materials that match the roofing color of the Home. Ornamentation such as color blocking, murals or signage on architectural elements is prohibited. Plastic bubbles and air structures are prohibited. In reviewing Architectural Approval Request Forms, the AC shall consider the impacts of noise, lighting and visual privacy on neighboring Lots. All ancillary structures shall be integrated with the Home, avoiding contrasting independent features without relationship to the architecture. The AC shall review each Architectural Approval Request Form in detail regarding proposed

pergolas, ramadas, fountains, statues, art/sculpture, arbors, entry/security gates, etc. Entry features shall relate to the architecture of the Home, utilizing like materials, similar scale and extensions of such architecture.

5.2. ANTENNAS AND SATELLITE DISHES

These Guidelines apply to Direct Broadcast Satellite (DBS) dishes less than 1 meter in diameter, multichannel multipoint distribution reception devices (wireless cable) and traditional television broadcast antennae (hereinafter collectively referred to as "television reception devices"). All television reception devices must be installed in the least obtrusive manner possible. Specifically, the goal of these Guidelines is to have as many television reception devices as possible ground mounted or otherwise obscured from view from neighboring Lots, streets or Common Area.

The preferred installation locations are as follows in descending order of preference:

- (A) A location in the back yard of the Lot where the receiver will be screened from view by landscaping or other improvements;
- (B) An unscreened location in the back yard of the Lot;
- (C) On the roof, but below the roof line;
- (D) A location in the side yard of the Lot where the receiver and any pole or mast will be screened from view by landscaping or other improvements;
- (E) On the roof above the roofline;
- (F) An unscreened location in the side yard;
- (G) A location in the front yard of the Lot where the receiver will be screened from view by landscaping or other improvements.

5.3. AWNINGS AND CANOPIES

- (A) Awnings and canopies should be compatible with the architectural character of the Home in terms of style, materials, color and visual scale.
- (B) Awnings and canopies over all windows shall be canvas or similar material, of solid color on both sides.
- (C) Awnings and canopies shall match the color of the body of the exterior of the Home or roof color and shall be installed only on the side and/or rear of the Home.
- (D) If Visible From Neighboring Property, metal or wood frames for awnings shall be painted to match the trim or dominant color of the Home.
- (E) Plastic or rigid metal awnings or canopies are prohibited. The location of any

Colina Del Norte Guidelines

awning or canopy shall not adversely affect views, sunlight, or natural ventilation of adjacent Lots.

- (F) All awning and canopy submittals must include a drawing with the location of the proposed installation.
- (G) A sample of the material to be used, along with the color and design of the proposed awning or canopy is required.
- (H) The Owner is responsible for maintenance and repair of awnings. The Association retains the right to determine when an awning must be repaired and or replaced due to weathering, fading, tearing, ripping, etc.

5.4. BARBECUES

Barbecues are allowed in back yards only. Barbecues greater than six feet in height must be located at least fifteen feet from property lines and are limited to nine feet in height.

5.5. BASKETBALL GOALS

- (A) Only pole-mounted backboard and goals are acceptable. Poles must be set in the ground permanently. Backboards shall not be attached to the Home.
- (B) Goals installed on the "exterior" of the driveway require the prior written approval of the adjacent neighbor(s).
- (C) Goals shall not be located to allow basketball playing from within streets.
- (D) Permanent basketball poles located in front or back yards must be painted to match the color of the body of the exterior of the Home.
- (E) Backboards must be of a predominantly neutral color (gray, black or white) or match the color of the body of the exterior of the Home. Clear Plexiglas backboards are acceptable without painting.
- (F) No logos shall be added beyond the manufacturer's logo.
- (G) All equipment must be constantly maintained. Broken backboards, disfigured or bent rims, ripped or torn nets, chipped and/or peeling paint, etc., constitute grounds for fines and/or removal.
- (H) Only nylon or similar cord nets are acceptable. Metal or chain nets are expressly prohibited.
- (I) Courts may not be painted or permanently outlined on the driveway or other front yard concrete surfaces.
- (J) Lighting for night use of the equipment is prohibited.

(K) Portable basketball goals are expressly prohibited, except in back yards with the prior written approval of the adjacent neighbors and the AC.

(L) Permanent basketball goals located in the back yard must comply with all above applicable requirements.

5.6. COLOR PALETTE

All exterior paint colors Visible From Neighboring Property must be selected from a color palette set forth in Appendix A2. The color palette may be updated on the community website as well. Use of colors not on the current color palette shall require prior approval of the AC. The preferred colors are earth tones. Trim colors shall not dominate the exterior appearance and shall be of the same color range of the major color of the Home. All exterior fabric, tile and masonry colors must match or complement the color palette of the Home for which they are being used.

5.7. DECORATIVE ITEMS AND ORNAMENTATION

Decorative items, sculptures or art objects in the front yard or Visible From Neighboring Property are subject to approval by the AC. Decorative items, sculptures or art objects Visible From Neighboring Property shall be muted tones chosen to blend rather than contrast with the Home and surroundings. The AC reserves the right to require removal of decorative items in front yards, or Visible From Neighboring Property, based on size, quantity, color, location and any other criteria that the AC may determine.

Decorative items, sculptures or art objects in back yards that are not Visible From Neighboring Property do not require AC approval.

5.8. DOG RUNS/PET SHELTERS

Dog runs shall not be placed in front yards or where they create a nuisance to neighbors. No structure for housing pets shall be Visible From Neighboring Property or through view fences.

5.9. DRIVEWAY EXTENSIONS

Driveway extensions will be reviewed on an individual basis with strong consideration of any impact on the architectural features of the community. The maximum driveway width (existing and addition) shall not exceed a total of 30 feet of contiguous area or 50% of the lot width as measured at the widest point, whichever is less. If the driveway extension ends within one foot or less of the property line, it shall require the prior written approval of the Owner of the adjacent Lot closest to the edge of the proposed extension. Such approval should include the Owner's printed name, Lot number, address, date, signature and clear statement of what the Owner is approving. Painted paved surfaces are prohibited.

5.10. FENCES AND WALLS

Colina Del Norte Guidelines

Plans to raise the height of a party wall must be submitted with the written approval of the Owner of each adjacent Lot. Each such approval should include the Owner's printed name, Lot number, address, date, signature and clear statement of what the Owner is approving. Plans for new fences or walls must be submitted to the AC prior to construction. Exterior sides of walls must be stuccoed and/or painted to match the existing Home or wall in texture and color. No Owner shall remove or have removed any portion of a perimeter wall for any purpose. To do so will automatically result in a \$1000 fine, plus the costs associated with replacing/restoring the wall to its original condition.

5.11. FLAGS AND FLAGPOLES

Free-standing flagpoles are prohibited.

U.S., State, seasonal and decorative flags which are Home-mounted below the roofline do not require approval. Holiday flags must be removed within 30 days immediately following the holiday. Flags must be maintained in good condition at all times. Torn, ripped, faded, etc. flags constitute grounds for fines and removal. Flags may not be offensive to neighbors or the Association. The Board of Directors shall make this determination.

5.12. FIREPLACES & CHIMNEYS

Fireplaces are allowed in back yards only. Fireplaces less than six feet in height shall be located at least two feet from any wall or view fence. Fireplaces greater than six feet in height must be located at least 15 feet from property lines and are limited to nine feet in height. Chimneys shall be constructed of the same material and texture as the Home. Exposed flues are prohibited.

5.13. GATES

All gates (double or single) should be constructed of a metal/wood combination and of the same material, design and color as the originally installed gates. Wood slats shall be stained with a natural wood color stain, or painted to match the dominant or trim color of the Home. All metal parts and hardware shall be painted black or to match the color scheme of the Home.

Double gates may be installed to allow wider access to back yards.

Additional sidewalks installed to utilize the side gates do not need to be submitted if all the following conditions are met: The additional sidewalk shall be no more than three feet wide, at least one foot from the property line, and at least one foot from the side of the Home. The strip between the Home and the sidewalk addition shall be covered with decomposed granite. No plant material or vegetation shall be installed in this area.

5.14. GUEST HOUSES, ADDITIONS AND OTHER HABITABLE STRUCTURES

All attached and detached structures shall meet the same criteria for the main Home. Such structures shall be single level only, less than 25 feet in height, and be located within the setbacks as specified. They shall be visually connected to the main Home

with walls, courtyards, trellis or other major landscape elements, and shall be architecturally integrated with the use of the same exterior building forms, materials and colors as the main Home. No guesthouse, addition or other habitable dwelling shall be leased separate or apart from the main Home. Additional garages or parking spaces for guest houses are prohibited.

5.15. GUTTERS & DOWNSPOUTS

Gutters and downspouts will be considered for approval if the finish matches the color of the Home. The Association strongly recommends use of high quality materials that offer long life, as the gutters must be maintained in good condition.

5.16. HOLIDAY LIGHTING / DECORATIONS

Holiday lighting/decorations shall not become nuisances to neighbors. Holiday lighting/decorations may only be displayed 30 days immediately before and 30 days immediately after the holiday.

Seasonal and decorative flags which are Home-mounted, and below the roofline, do not require approval. Holiday flags must be removed within 30 days immediately after the holiday. Flags must be maintained in good condition at all times. Torn, ripped, faded, etc. flags constitute grounds for fines and removal. Flags may not be offensive to neighbors or the Association. The Board of Directors shall make this determination.

5.17. AIR CONDITIONING AND EVAPORATIVE COOLING UNITS

Air conditioning and evaporative cooling units shall be ground-mounted, located within the perimeter of the back yard and screened or concealed so that they are not Visible From Neighboring Property.

5.18. LIGHTING

With the exception of low voltage Landscape Lighting, AC approval is required for all lighting. The following outlines the minimum standards for lighting,

- (A) All exterior light fixtures on Homes except for those immediately at main entrances shall be shielded such that the light shines primarily on the Lot on which it is installed. Lights which create glare visible from other lots are prohibited.
- (B) Security or "dusk to dawn" type lighting installed on a Home shall be concealed from street view by locating it under eaves or in other niches and match the structure.
- (C) The use of other than white or yellow exterior lights is prohibited, except for colored lighting used as a holiday decoration.
- (D) Light fixtures shall not exceed an illumination intensity of more than one foot-candle, as measured from the closest Lot line. (This information can be obtained

Colina Del Norte Guidelines

from the light manufacturer, factoring in the height of the light and the distance to the Lot line.)

- (E) Outside ground lights shall be screened whenever possible with walls, plant materials or internal shielding

5.19. MACHINERY & EQUIPMENT

Machinery, fixtures or equipment of any type, including, without limitation, heating, cooling, air conditioning, refrigeration equipment, and clotheslines must be screened or concealed so that they are not Visible From Neighboring Property. Oil pans, carpet, boards or any other objects used to collect oil spills from driveways must be removed when not in use so as to not be Visible From Neighboring Property.

5.20. PATIOS/DECKS/PAVEMENTS

AC approval shall not be required for back yard patios, decks or pavements, provided that the following conditions are met:

- (A) Patios and decks may be constructed of wood, masonry, stone or concrete, provided that the design and texture of the material is in harmony with the Home.
- (B) Paint where used, shall be either the dominant or trim color of the Home. Stains, where used, shall complement the color-scheme of the Home.
- (C) Any additional pavement areas in the form of concrete, brick, tile or wood decking must complement the color and finish of the adjacent hardscape and/or Home.
- (D) Decks Visible From Neighboring Property shall not be used as storage areas.
- (E) Above-ground decks (including raised hardscapes, patios and platforms) shall not exceed two feet in height, measured from the primary finish floor level of the Home. Landscaping between the hardscape and view fence is encouraged.

Where one or more of the above conditions cannot be met, AC approval shall be required.

5.21. PATIO COVERS AND RAMADAS

All shade structures, defined as structures with flat roofs and open sides, including patio covers and ramadas, not installed by the Declarant, must be reviewed by the AC prior to installation, with strong consideration being given to any impact of architectural features in the community.

Shade structures are allowed in back yards only, are limited to 10 feet in height and must be setback at least 10 feet from property lines.

- (A) Roofing materials should match those which were installed by the Declarant on the original roof of the Home. Asphalt shingles (including rolled shingles) are prohibited.
- (B) Color of supports and material should match the color of the body or trim of the Home or have a natural wood finish. Roof shall be flat or match the pitch of the roof of the Home.
- (C) When present, canvas or other coverings shall match the color of the Home or be of a “neutral” color; i.e., off-white, beige or light brown.
- (D) Wood posts shall be enclosed within a one foot by one foot maximum footprint with finishes and colors to match the Home.

5.22. PLAYGROUND EQUIPMENT

- (A) Netting, back stops, canvas or other awning covers shall be of a “neutral” color; i.e., off-white, beige or light brown.
- (B) Minimum setbacks from side and rear walls shall be 10 feet.
- (C) The height of the equipment shall be no more than eight feet from ground level, excluding any awning.
- (D) The Architectural Approval Request Form must include the prior written approval of the Owner of each adjacent Lot. Each such approval should include the Owner's printed name, Lot number, address, date, signature and clear statement of what the Owner is approving.

5.23. POOL FENCING

Back yard wrought iron pool fencing installation shall be of a neutral earth tone color to match or blend with the exterior color of the Home. Chain link fences are prohibited.

5.24. ROOF, ROOF STRUCTURES AND ROOFTOP EQUIPMENT

Roof colors shall not produce glare, such as white, light colored aluminum or a reflective surface. All vent pipe stacks, gutters, flues and any other equipment protruding above the plane of the roof and Visible From Neighboring Property shall be painted and/or screened to match the roof.

In order to maintain a clean roofline character, the installation of any roof-mounted equipment is prohibited, except for solar collectors and television reception equipment, as provided herein. Equipment which is prohibited includes, without limitation, air conditioning and heat pump units, evaporative coolers, non-integrated solar collectors and wind turbine ventilators.

5.25. SCREEN DOORS / WINDOW SCREENS

Colina Del Norte Guidelines

Screen doors and window screens have an open mesh designed to provide partial shading. AC approval is not required provided that:

- (A) Screening is fabric mesh that allows at least 20% light penetration is bronze, gray, charcoal, brown or beige in color.
- (B) Roll-down window screening must have the storage box and fixtures mounted so as not to project beyond the building wall surface or window framing.
- (C) Screen frames, supports and tracts must be painted to match the screen material, Home wall color or the frame color, depending on the design.

Silver-colored aluminum screen doors are prohibited.

5.26. SECURITY DOORS AND SECURITY WINDOW COVERINGS

AC approval is required for the following:

Security doors are doors designed to prevent access while allowing airflow. Security doors must match the color of the Home or be black or brown, and formed of an ornamental design of metal work

Solid metal and louvered security doors, other security doors and door coverings, are prohibited.

Exterior security window coverings, including solid or louvered metal coverings, bars or security mesh, and other heavy closures are prohibited.

5.27. SOLAR PANELS AND COLLECTORS

Except as may be initially installed by the Declarant, no solar energy collecting unit or panels shall be placed, installed, constructed or maintained upon any Lot without the prior written approval of the AC. Panels must be an integrated part of the roof design and mounted directly to the roof plane. Panels must be placed in the least obtrusive location while still functional.

All storage tanks and control equipment must be screened from View from Neighboring Property or through view fencing. Panels visible from front yards are prohibited. Those having a visual impact on neighboring property are subject to AC review on a case-by-case basis.

5.28. SPORTS COURTS

Sports courts are only permitted in back yards and must be set back at least five feet from property lines.

5.29. STORAGE SHEDS

Storage sheds or similar structures are allowed in back yards only. They shall be painted to match the dominant or trim color of the house if Visible From Neighboring Property.

The color and roofing material shall match the roof of the Home.

They should not exceed the maximum height of the immediately surrounding wall(s) or fence(s) and should be screened from view of the Common Area. If the shed height will exceed that of surrounding walls or fences, written approval must be obtained from the Owner of each adjacent Lot. Each such approval should include the Owner's printed name, Lot number, address, date, signature and clear statement of what the Owner is approving.

5.30. SWIMMING POOLS INCLUDING SPAS, HOT TUBS AND WATER FEATURES

- (A) Swimming Pools that comply with the following conditions do not require the prior approval of the AC. Swimming pools are not permitted in any front yard.
- (B) Temporary or above-ground pools (other than children's portable wading pools of less than eight feet in diameter and 18 inches in height) are prohibited.
- (C) All swimming pool equipment must be screened so as not to be Visible From Neighboring Property. Such screening shall consist of a block wall and/or fencing, that matches the existing fencing in construction and is finished and painted to match.
- (D) Covered and enclosed pools and spas require AC approval. Design, materials and colors shall be consistent and compatible with the Home.
- (E) Swimming pool slides that are Visible from Neighboring Property and are less than six feet in height shall be located at least five feet from property lines and at least fifteen feet from any view fence. Swimming pool slides that are Visible From Neighboring Property and are greater than six feet in height must be located at least fifteen feet from property lines and are limited to ten feet in height.
- (F) Rock or water features associated with pools and spas, greater than six feet high are prohibited. Rock or water features integrated with the pool and spa must be set back a minimum of three feet from property lines.
- (G) Raised hardscapes (decks, patios, platforms, etc.) may not exceed two feet in height, as measured from the primary finish floor level of the Home unless approved by the AC.

Entry for pool/spa construction will not be granted across the Common Area or through the Association's walls. Perimeter walls on lots bordering the Common Areas and shared Association walls may not be torn down to allow access to back yards. Access must be gained by removing a portion of the front wall on the side of the Home. Repairs to the wall must be completed in a timely fashion and include repairing the wall to match the texture and color of the remaining wall.

5.31. WINDOWS AND WINDOW COVERINGS

Permanent draperies or suitable window treatments shall be installed on all front-facing windows within the first 30 days of occupancy. In no event shall the interior or exterior of any window be covered with reflective material such as foil, or with paper, bed sheets or other temporary coverings.

Reflective glass or window film with a visible light reflection rate of 20% or greater is not allowed for any window or skylight. No reflective materials, including but not limited to, aluminum foil, reflective screens or glass, mirrors or similar type material, shall be installed or placed upon the outside or inside of any windows.

Non-reflective glass of bronze or similar color may be used.

Exterior window coverings or treatments used to shelf or decorate openings must be compatible, with respect to materials and color, with the style and color of the Home.

Metal frame windows or skylights must have a factory applied color finish similar to the Home color. Wood frames shall be painted to match the dominant or trim color of the Home.

6. USE RESTRICTIONS

The following sections set forth some of the most common use restrictions affecting Lots in Colina Del Norte.

6.1. MOTOR VEHICLE REPAIRS

Except for emergency repairs, no Motor Vehicle may be constructed, reconstructed or repaired on a Lot, a street or the Common Area. No inoperable Motor Vehicle, and no Motor Vehicle which, because of missing fenders, bumpers, hoods or other parts or because of lack of proper maintenance, is, in the opinion of the AC, unsightly or detracts from the appearance of the community, shall be stored, parked or kept on any Lot if such Motor Vehicle is Visible From Neighboring Property.

6.2. CLOTHES DRYING

Outdoor clothes lines and all appurtenances are not allowed where Visible From Neighboring Property or through view fences.

6.3. RESIDENTIAL USE

Except as otherwise provided herein, all Lots and Homes shall be used solely for Single Family Residential Use. No gainful occupation, profession, trade or other commercial activity shall be conducted on or within a Lot or Home; provided, however, that a business shall be permitted on or within a Lot or Home as long as:

- (A) The existence or operation of the business is not apparent from outside the Lot or Home.

- (B) The business conforms to all applicable Laws, including, without limitation, the Zoning Ordinance of the City of Phoenix.
- (C) The business does not involve door-to-door solicitation of Owners or their tenants.
- (D) The business does not generate substantial traffic in the community, and any parking incidental to the business is provided on the Lot.
- (E) The business is consistent with the residential character of the community, and does not create a nuisance or hazard.

6.4. COMMERCIAL VEHICLES

No commercial vehicle shall be parked so as to be Visible From Neighboring Property. For the purposes of this §6.4, a commercial vehicle shall be defined as any truck or trailer which has a load capacity of more than $\frac{3}{4}$ ton and which is owned by a commercial enterprise.

6.5 NOXIOUS AND OFFENSIVE ACTIVITIES

No noxious or offensive activity shall be allowed on or within any Lot or House, nor shall anything be done thereon or therein which may be, or may become, an annoyance or nuisance to neighbors, or which shall in any way interfere with the quiet enjoyment by the Owners and tenants of their respective Lots and Homes.

6.6. COMMON AREA

- (A) Any modification to the Common Area by a Person other than the Association or its designated contractor shall require the prior written approval of the AC. Modification shall include, without limitation, digging, planting, trimming and removing debris.
- (B) No Motor Vehicles, including, without limitation, automobiles, trucks, all-terrain vehicles, motorcycles, motor-driven cycles, motor scooters and motorized skateboards, except emergency and maintenance vehicles, may be operated in the Common Area.

6.7. STREETS

No signs, cones, or other objects shall be placed in a street by any Person other than the Association or its designated contractor without the prior written approval of the AC.

6.8. ENTRY GATE “CLICKERS”

- (A) Owners were given their entry gate transmitters, or “clickers,” by the Declarant, Management Company or prior Owner.

Colina Del Norte Guidelines

- (B) Clickers are only for the use of Owners and other members of their Single Families residing with them.
- (C) Each Lot may have a maximum of two clickers registered to it without requiring any special documentation. Only Owners may request additional or replacement clickers from the Management Company as provided below:
 - (i) If the clicker is beyond the one-year warranty (as indicated on the back sticker) the replacement, and cost thereof, will be the responsibility of the Owner.
 - (ii) If the Lot has at least two registered clickers, and additional clickers are requested, the Owner must demonstrate that for each clicker registered and requested for the Lot, there is a vehicle registered at that Lot or a vehicle in the permanent use of the Owner or another member of the Single Family residing with Owner.
 - (iii) The cost of additional or replacement clickers shall not exceed the purchase price of such clickers (plus any shipping and handling costs) paid by the Association or the Management Company.
 - (iv) Payment for each clicker, along with any required documentation, will be required prior to the issuance and registration of such clicker.
 - (v) Failure to pay for the clicker(s) may result in the disabling of the clicker until payment is resolved.

6.9. PARKING

Overnight on-street parking is prohibited. Parking in the front or side yard of a Lot, so as to be Visible to Neighboring Property, is also prohibited.

6.10. PETS

- (A) No animals, insects, livestock or poultry of any kind shall be raised, bred, or kept on or within a Lot or House, except that a number of dogs, cats or other common household pets, not to exceed four, may be kept on or within a Lot or House, provided they are not kept, bred or maintained for any commercial purpose and do not create a nuisance to neighbors.
- (B) All dogs must be kept within a House or back yard, or on a leash not to exceed six feet in length and directly under the Owner's or a custodian's control when not within a House or back yard.
- (C) Pet owners shall immediately clean up after their pets.

6.11. RECREATIONAL VEHICLES

- (A) No truck with a load capacity of more than one ton, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer, hang glider or other similar vehicle or equipment may be parked, kept or maintained on (i) any Lot so as to be Visible From Neighboring Property, (ii) any street or (iii) the Common Area.
- (B) Notwithstanding any other provision hereof to the contrary, (i) pickup trucks with a load capacity of one ton or less with camper shells not exceeding seven feet in height measured from ground level and mini-motor homes not exceeding seven feet in height and eighteen feet in length may be parked in driveways; and (ii) recreational vehicles may be temporarily parked for up to 24 hours while loading and unloading.

6.12. RENTING/LEASING

Any lease or rental agreement must be in writing and shall be subject to the CC&Rs and these Guidelines. All leases must be for an entire Home and Lot and must have a minimum term of 30 days.

6.13. SIGNS

No signs shall be displayed on any Lot except the following:

- (A) One temporary "For Sale" or "For Rent" or "For Lease" sign with a maximum face area of five square feet.
- (C) Such signs as may be required by law.
- (D) One residential identification sign with a maximum face area of 80 square inches.
- (E) One political sign with a maximum size of 18 inches by 24 inches, which may be erected no earlier than 30 days immediately before an election and must be removed within 10 days immediately after the election.
- (F) One security sign with a maximum size of 12 inches by 12 inches, which must be located no further than two feet from the front of the Home.
- (G) Signs of landscaping contractors, pool contractors, painting contractors, etc., which may be temporarily erected during the period when such contractors are performing work on a Lot, and shall be removed immediately thereafter.
- (H) Such other signs, if any, which are approved by the AC.

All signs must conform to all applicable Laws.

6.14. SWIMMING POOLS/SPAS/HOT TUBS/WATER FEATURES OPERATIONS

Colina Del Norte Guidelines

A swimming pool, spa, hot tub or water feature may not be backwashed into the Common Area or streets. All backwash water shall be retained on the Owner's Lot. If necessary, a hole shall be dug and filled with rocks to provide for the needed capacity. In the event a hole is made in a wall to backwash into prohibited areas, the Association may repair the wall at the Owner's expense.

6.15. REFUSE AND REFUSE CONTAINERS

All refuse shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Refuse containers shall meet the specifications of the City of Phoenix, and shall be kept clean, sanitary and free of noxious odors. Refuse containers shall be maintained so as to not be Visible from Neighboring Property, except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection. Refuse containers shall be set out no earlier than 6:00 p.m. the night before collection, and shall be removed no later than 6:00 a.m. the day after collection.

7. MISCELLANEOUS

- (A) These Guidelines supersede all previous versions of the Association's Landscape and Design Guidelines and Association Rules.
- (B) If any provision of these Guidelines conflicts with a provision of the CC&Rs, Articles, or Bylaws, the provision of the CC&Rs, Articles or Bylaws shall prevail.
- (C) These Guidelines shall be governed by and construed in accordance with the Law of the State of Arizona, without regard to its conflict of Law rules.
- (D) If any provision of these Guidelines is held to be invalid by a court of competent jurisdiction in a final decision from which no appeal is or can be taken, these Guidelines shall be deemed to be modified to eliminate the invalid provision, and as so modified, these Guidelines shall remain in full force and effect.
- (E) No failure or delay by the Association in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- (F) The rights and remedies provided herein shall be cumulative and not exclusive of any rights or remedies provided by Law or in equity.
- (G) Throughout these Guidelines, the use of the singular number shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include all genders, whenever required by the context.
- (H) The words "hereof", "herein" and "hereunder" and words of like import used in these Guidelines shall refer to these Guidelines as a whole and not to any particular provision of these Guidelines.

- (I) The captions herein are included for reference purposes only and shall be ignored in the construction or interpretation hereof.
- (J) All Appendices hereto are hereby incorporated in and made a part of these Guidelines as if set forth in full herein.
- (K) The definitions herein are applicable to the singular as well as the plural forms of the defined terms.
- (L) Whenever the words “include,” “includes” or “including” are used herein, they shall be deemed to be followed by the words “without limitation.”
- (M) References herein to any Law shall be deemed to refer to such Law as amended from time to time and to any rules or regulations promulgated thereunder.
- (N) References herein to any document shall be deemed to refer to such document as amended, modified or supplemented from time to time.
- (O) References to any Person include the successors and permitted assigns of that Person.
- (P) Except as otherwise provided herein, any notice permitted or required to be given as provided herein may be delivered either personally or by mail, postage prepaid, if to an Owner, at the address of the Owner’s Lot; if to the Management Company, at its address specified in Appendix A3; or if to the Association or AC, in care of the Management Company at its address specified in Appendix A3. If notice is sent by mail, it shall be deemed to have been given 24 hours after such notice shall have been deposited in the United States mail, postage prepaid. If personally delivered, notice shall be effective upon receipt. Notwithstanding the foregoing, any Architectural Approval Request Form, plans, specifications or other communication or document addressed to the AC shall not be deemed to have been submitted to the AC unless and until actually received by the AC at the Management Company’s address specified in Appendix A3.

APPENDIX A1. PLANT LISTS

A.1.1. PROHIBITED PLANT LIST

All plants that are not on the Approved Plant List are prohibited on any Lot.

The following plants are specifically prohibited because of their size at maturity, high water use, invasive roots or inappropriateness to the Sonoran Desert and its natural vegetation:

- All *Citrus* species.
- All *Nerium oleanders* except dwarf cultivars thereof.
- All fruiting *Olea* (olive) species.
- All *Palmae* (palm) species, including, without limitation, *Brahea*, *Butia*, *Chamaerops*, *Livistona*, *Phoenix*, *Rhapidophyllum*, *Rhapis*, *Sabal*, *Syagrus* and *Washingtonia*.
- All *Pinus* (pine) species.

A1.2. APPROVED PLANT LIST

Colina Del Norte is designed to be compatible with the Sonoran Desert and its natural vegetation. The plants on this approved plant list were carefully chosen for the appropriateness and availability. Some, but not all, of the plants on this list are listed online in *Landscape Plants for the Arizona Desert* <http://www.amwua.org/plants_index.html>, a useful website of the Arizona Municipal Water Users Association.

TREES	
Common Name	Botanical Name
Guajillo	<i>Acacia berlandieri</i>
White Thorn Acacia	<i>Acacia constricta</i>
Leather-Leaf Acacia	<i>Acacia craspedocarpa</i>
Sweet Acacia	<i>Acacia farnesiana</i>
Blackbrush Acacia	<i>Acacia rigidula</i>
Willow Acacia	<i>Acacia salicina</i>
Shoestring Acacia	<i>Acacia stenophylla</i>
Palo Blanco	<i>Acacia willardiana</i>
Anacacho Orchid Tree	<i>Bauhinia lunarioides</i>
Elephant Tree	<i>Bursera microphylla</i>
Cascalote	<i>Caesalpinia cacalaco</i>
Mexican Bird of Paradise	<i>Caesalpinia mexicana</i>
Crucifixion Thorn	<i>Canotia holacantha</i>
Gold Medallion Tree	<i>Cassia leptophylla</i>
Canyon Hackberry	<i>Celtis reticulata</i>
Hybrid Palo Verde	<i>Cercidium hybrid</i>
Blue Palo Verde	<i>Cercidium floridum</i>
Foothills Palo Verde	<i>Cercidium microphyllum</i>
Palo Brea	<i>Cercidium praecox</i>
Desert Willow	<i>Chilopsis linearis</i>
Silk Floss Tree	<i>Chorisia speciosa</i>
Texas Olive	<i>Cordia boissieri</i>

Indian Rosewood	<i>Dalbergia sissoo</i>
Red-cap Gum	<i>Eucalyptus erythrocorys</i>
Formann's Eucalyptus	<i>Eucalyptus formannii</i>
Coolibah	<i>Eucalyptus microtheca</i>
Narrow-leaf Gimlet	<i>Eucalyptus spathulata</i>
Kidneywood	<i>Eysenhardtia orthocarpa</i>
Little-leaf Ash	<i>Fraxinus greggii</i>
Jacaranda	<i>Jacaranda mimisofolia</i>
Golden Ball Lead Tree	<i>Leucaena retusa</i>
Feather Bush	<i>Lysiloma microphylla v. thornberi</i>
Fruitless Olive	<i>Olea europaea</i>
Ironwood	<i>Olneya tesota</i>
Chinese Pistache	<i>Pistacia chinensis</i>
Mastic Tree	<i>Pistacia lentiscus</i>
Texas Ebony	<i>Pithecellobium flexicaule</i>
Mexican Ebony	<i>Pithecellobium mexicanum</i>
Tenaza	<i>Pithecellobium pallens</i>
Willow Pittosporum	<i>Pittosporum phillyreoides</i>
Argentine Mesquite	<i>Prosopis alba</i>
Chilean Mesquite	<i>Prosopis chilensis</i>
Texas Honey Mesquite	<i>Prosopis glandulosa v. glandulosa</i>
Screwbean Mesquite	<i>Prosopis pubescens</i>
Velvet Mesquite	<i>Prosopis velutina</i>
Texas Mountain Laurel	<i>Sophora secundiflora</i>
Evergreen Elm	<i>Ulmus parvifolia</i>
Mexican Buckeye	<i>Ungnadia speciosa</i>
Arizona Rosewood	<i>Vauquelinia californica</i>
Chaste Tree	<i>Vitex agnus-castus</i>

SHRUBS	
Common Name	Botanical Name
Catclaw Acacia	<i>Acacia gregii</i>
Trailing Acacia	<i>Acacia redolens</i>
Superstition Mallow	<i>Abutilon palmeri</i>
Bee Brush	<i>Aloysia gratissima</i>
Bee Brush	<i>Aloysia lycioides</i>
Rio Grande Beebrush	<i>Aloysia macrostachya</i>
Canyon Bursage	<i>Ambrosia ambrosoides</i>
Triangleleaf Bursage	<i>Ambrosia deltoidea</i>
White Bursage	<i>Ambrosia dumosa</i>
Big Honeysuckle	<i>Anisacanthus andersonii</i>
Flame Honeysuckle	<i>Anisacanthus quadrifidus</i> v. <i>wrightii</i>
Desert Honeysuckle	<i>Anisacanthus thurberi</i>
White Sagebrush	<i>Artemesia ludoviciana</i>
Pine Leaf Milkweed	<i>Asclepias linaria</i>
Desert Milkweed	<i>Asclepias subulata</i>
Fourwing Saltbush	<i>Atriplex canescens</i>
Desert Holly	<i>Atriplex hymenelyta</i>
Quail Bush	<i>Atriplex lentiformis</i>
Salt Bush	<i>Atriplex mulleri</i>
Old Man Salt Bush	<i>Atriplex nummularia</i>
Desert Salt Bush	<i>Atriplex polycarpa</i>
Torrey's Saltbush	<i>Atriplex torreyi</i>
Desert Broom (male only)	<i>Baccharis sarothroides</i> (male only)
Red Barberry	<i>Berberis haematocarpa</i>
Barberry	<i>Berberis trifoliolata</i>
Bougainvillea	<i>Bougainvillea</i> (species)
Woolly Butterfly Bush	<i>Buddleia marrubifolia</i>
Yellow Bird of Paradise	<i>Caesalpinia gilliesii</i>
Mexican Bird of Paradise	<i>Caesalpinia mexicana</i>
Curly Paela	<i>Caesalpinia platyloba</i>
Red Bird of Paradise	<i>Caesalpinia pulcherrima</i>
Copper Bird of Paradise	<i>Caesalpinia pumila</i>
Baja Fairy Duster	<i>Calliandra californica</i>
Pink Fairy Duster	<i>Calliandra eriophylla</i>
Baha Red Fairy Duster	<i>Calliandra peninsularis</i>
Dwarf Bottlebrush	<i>Callistemon viminalis</i> 'Little John'
Crucifixion Thorn	<i>Canotia holacantha</i>
Feathery Cassia	<i>Cassia artemisioides</i>
Twin Flowered Cassia	<i>Cassia biflora</i>
New Zealand Cassia	<i>Cassia candoleana</i>
Coil Pod Cassia	<i>Cassia circinnata</i>
Goldman's Cassia	<i>Cassia goldmanii</i>
Desert Cassia	<i>Cassia nemophila</i>
Silver Leaf Cassia	<i>Cassia phyllodinea</i>
Sturt's Cassia	<i>Cassia sturtii</i>

Shrubby Cassia	<i>Cassia wislizenii</i>
Desert Hackberry	<i>Celtis pallida</i>
Western Hackberry	<i>Celtis reticulata</i>
Mountain Mahogany	<i>Cercocarpus montanus</i>
Sturt's Desert Pea	<i>Clianthus formosus</i>
Texas Olive	<i>Cordia boissieri</i>
Little-leaf Cordia	<i>Cordia parvifolia</i>
Black Dalea	<i>Dalea frutescens</i>
Bush Dalea	<i>Dalea pulchra</i>
Weeping Dalea	<i>Dalea versicolor</i> v. <i>sessilis</i>
Hop Bush	<i>Dodonaea viscosa</i>
Brittlebush	<i>Encelia farinosa</i>
Desert Tea	<i>Ephedra nevadensis</i>
Long-leaf Ephedra	<i>Ephedra trifurca</i>
Mormon Tea	<i>Ephedra viridis</i>
Emu Bush	<i>Eremophila glabra</i>
Red Eremophila	<i>Eremophila maculata</i> v. <i>brevifolia</i>
Turpentine Bush	<i>Ericameria laricifolia</i>
Flattop Buckwheat	<i>Eriogonum fasciculatum</i> v. <i>polifolium</i>
Candelilla	<i>Euphorbia antisiphilitica</i>
Blue Euphorbia	<i>Euphorbia rigida</i>
Kidneywood	<i>Eysenhardtia orthocarpa</i>
Apache Plume	<i>Fallugia paradoxa</i>
Desert Olive	<i>Forestiera neomexicana</i>
Little-leaf Ash	<i>Fraxinus greggii</i>
San Marcos Hibiscus	<i>Gossypium harknessii</i>
Guayacan	<i>Guaiaacum coulteri</i>
Threadleaf Snakeweed	<i>Gutierrezia microcephala</i>
Firecracker Bush	<i>Hamelia patens</i>
Turpentine Bush	<i>Haplopappus laricifolia</i>
Hibiscus	<i>Hibiscus</i> (species)
Desert Lavender	<i>Hyptis emoryi</i>
Primrose Jasmine	<i>Jasminum mesnyi</i>
Limberbush	<i>Jatropha cardiophylla</i>
Chuparosa	<i>Justicia californica</i>
Red Justicia	<i>Justicia candicans</i>
Sonoran Water-willow	<i>Justicia sonorae</i>
Mexican Honeysuckle	<i>Justicia spicigera</i>
Ratany	<i>Krameria parvifolia</i>
White Ratany	<i>Krameria Grayi</i>
Creosote Bush	<i>Larrea tridentata</i>
Violet Silverleaf	<i>Leucophyllum candidum</i>
Texas Sage	<i>Leucophyllum frutescens</i>
Chihuahuan Sage	<i>Leucophyllum laevigatum</i>
Langman's Sage	<i>Leucophyllum langmaniae</i>
Texas Ranger	<i>Leucophyllum pruinosum</i>
Houdini Sage	<i>Leucophyllum revolutum</i>
Blue Ranger	<i>Leucophyllum zygophyllum</i>
Waterjacket	<i>Lycium andersonii</i>

Berlandier's Wolfberry	<i>Lycium berlandieri</i>
Thorn Bush	<i>Lycium brevipes</i>
Wolfberry	<i>Lycium fremontii</i>
Feather Bush	<i>Lysiloma microphylla</i> v. <i>thornberi</i>
Mangle Dulce	<i>Maytenus phyllanthoides</i>
Wait-a-minute Bush	<i>Mimosa biuncifera</i>
Velvet Pod Mimosa	<i>Mimosa dysocarpa</i>
Myrtle	<i>Myrtus communis</i>
Oleander (dwarf cultivars only)	<i>Nerium oleander</i>
Cape Plumbago	<i>Plumbago auriculata</i>
White Plumbago	<i>Plumbago scandens</i>
Paper Flower	<i>Psilotrophe cooperi</i>
Pomegranate	<i>Punica granatum</i>
Desert Scrub Oak	<i>Quercus turbinella</i>
Coffeeberry	<i>Rhamnus californica</i>
Redberry	<i>Rhamnus crocea</i>
Desert Sumac	<i>Rhus microphylla</i>
Sugar Bush	<i>Rhus ovata</i>
Squawbush	<i>Rhus trilobata</i>
Evergreen Sumac	<i>Rhus virens</i>
Mexican Petunia	<i>Ruellia brittoniana</i>
Ruellia	<i>Ruellia californica</i>
Baja Ruellia	<i>Ruellia peninsularis</i>
Bladder Sage	<i>Salazaria mexicana</i>
Salvia	<i>Salvia</i> (species)
Willow Groundsel	<i>Senecio salignus</i>
Desert Senna	<i>Senna armata</i>
Green Feathery Senna	<i>Senna artemisioides</i> v. <i>filifolia</i>
Velvet Leaf Senna	<i>Senna lindheimeriana</i>
Baja California Senna	<i>Senna purpusii</i>
Shrubby Senna	<i>Senna wislizenii</i>
Jojoba	<i>Simmondsia chinensis</i>
Arizona Necklacepod	<i>Sophora arizonica</i>
Texas Mountain Laurel	<i>Sophora secundiflora</i>
Orange Bells	<i>Tecoma hybrid</i>
Arizona Yellow Bells	<i>Tecoma stans</i> v. <i>angustata</i>
Cape Honeysuckle	<i>Tecomaria capensis</i>
Hall's Purple Bush	<i>Tetracoccus hallii</i>
Trixis	<i>Trixis californica</i>
Mexican Buckeye	<i>Unghadia speciosa</i>
Arizona Rosewood	<i>Vauquelinia californica</i>
Slimleaf Vauquelinia	<i>Vauquelinia corymbosa</i>
Golden Eye	<i>Viguiera deltoidea</i>
Gray Thorn	<i>Zizyphus obtusifolia</i> v. <i>canescens</i>

GROUND COVERS	
Common Name	Botanical Name
Trailing Acacia	<i>Acacia redolens</i>
Australian Saltbush	<i>Atriplex semibaccata</i>
Trailing Desert Broom	<i>Baccharis</i> hybrid
Red Spike Ice Plant	<i>Cephalophyllum</i> 'Red Spike'
Damianita	<i>Chrysactinia mexicana</i>
Bush Morning Glory	<i>Convolvulus cneorum</i>
Trailing Dalea	<i>Dalea greggii</i>
Ice Plant	<i>Drosanthemum</i> (species)
Blue Euphorbia	<i>Euphorbia rigida</i>
Gazania	<i>Gazania</i> (species)
Angelita Daisy	<i>Hymenoxys acaulis</i>
Lantana	<i>Lantana</i> (species)
Gray Ice Plant	<i>Malephora crocea</i>
Myoporum	<i>Myoporum parvifolium</i>
Tufted Evening Primrose	<i>Oenothera caespitosa</i>
Saltillo Primrose	<i>Oenothera stubbei</i>
Trailing Rosemary	<i>Rosmarinus officinalis</i> 'Prostratus'
Katie Ruellia	<i>Ruellia brittoniana</i> 'Katie'
Creeping Germander	<i>Teucrium chamaedrys</i> 'Prostratum'
Verbena	<i>Verbena</i> (species)
Yellow Dot	<i>Wedelia trilobata</i>

VINES	
Common Name	Botanical Name
Queen's Wreath	<i>Antigonon leptopus</i>
Bougainvillea	<i>Bougainvillea spectabilis</i>
Yellow Orchid Vine	<i>Callaeum macroptera</i>
Grape Ivy	<i>Cissus trifoliata</i>
Texas Virgin's Bower	<i>Clematis drummondii</i>
Lilac Vine	<i>Hardenbergia violacea</i>
Primrose Jasmine	<i>Jasminum mesnyi</i>
Yellow Orchid Vine	<i>Mascagnia macroptera</i>
Snapdragon Vine	<i>Maurandya antirrhiniflora</i>
Yuca Vine	<i>Merremia aurea</i>
Baja Passion Vine	<i>Passiflora foetida</i> v. <i>longipedunculata</i>
Pink Trumpet Vine	<i>Podranea ricasoliana</i>
Lady Banks' Rose	<i>Rosa banksiae</i>
Potato Vine	<i>Solanum jasminoides</i>
Cape Honeysuckle	<i>Tecomaria capensis</i>
Snail Vine	<i>Vigna caracalla</i>

CACTI	
Common Name	Botanical Name
Saguaro	<i>Carnegiea gigantea</i>
Hildmann's Cereus	<i>Cereus hildmannianus</i>
Golden Barrel	<i>Echinocactus grusonii</i>
Engelmann's Hedgehog	<i>Echinocereus engelmannii</i>
Pinkflower Hedgehog	<i>Echinocereus fasciculatus</i>
Compass Barrel	<i>Ferocactus cylindraceus</i>
Fishhook Barrel	<i>Ferocactus wislizenii</i>
Senita	<i>Lophocereus schottii</i>
Totem Pole	<i>Lophocereus schottii</i> f. <i>monstrosus</i>
Fishhook	<i>Mammillaria microcarpa</i>
Blue Myrtle Cactus	<i>Myrtillocactus goeometrizzans</i>
Buckhorn Cholla	<i>Opuntia acanthocarpa</i>
Beavertail Prickly Pear	<i>Opuntia basilaris</i>
Engelmann's Prickly Pear	<i>Opuntia engelmannii</i>
Indian Fig	<i>Opuntia ficus-indica</i>
Giant Prickly Pear	<i>Opuntia robusta</i>
Purple Prickly Pear	<i>Opuntia santa-rita</i>
Mexican Fencepost	<i>Stenocereus marginatus</i>
Organ Pipe	<i>Stenocereus thurberi</i>
Spruce Cones	<i>Tephrocactus articulatus</i> 'inermis'
Argentine Giant	<i>Trichocereus candicans</i>
Argentine Hedgehog	<i>Trichocereus huascha</i>
Cardon Grande	<i>Trichocereus terscheckii</i>

SUCCULENTS AND ACCENTS	
Common Name	Botanical Name
Agave	<i>Agave</i> (species)
Aloe	<i>Aloe</i> (species)
Desert Milkweed	<i>Asclepias subulata</i>
Yellow Bulbine	<i>Bulbine frutescens</i>
Sago Palm	<i>Cycas revoluta</i>
Green Desert Spoon	<i>Dasyilirion acrotriche</i>
Grass Tree	<i>Dasyilirion longissimum</i>
Desert Spoon	<i>Dasyilirion wheeleri</i>
Candelilla	<i>Euphorbia antisyphilitica</i>
Ocotillo	<i>Fouquieria splendens</i>
Giant Hesperaloe	<i>Hesperaloe funifera</i>
Red Yucca	<i>Hesperaloe parviflora</i>
Bigelow's Nolina	<i>Nolina bigelovii</i>
Tree Bear Grass	<i>Nolina matapensis</i>
Beargrass	<i>Nolina microcarpa</i>
Slipper Flower	<i>Pedilanthus macrocarpus</i>
Elephant's Food	<i>Portulacaria afra</i>
Yucca	<i>Yucca</i> (species)

GRASSES	
Common Name	Botanical Name
Purple Three Awn	<i>Aristida purpurea</i>
Sideoats Grama	<i>Bouteloua curtipendula</i>
Blue Grama	<i>Bouteloua gracilis</i>
Bermuda Grass	<i>Cynodon dactylon</i>
Arizona Cottontop	<i>Digitaria californica</i>
Big Galeta	<i>Hilaria rigida</i>
Annual Ryegrass (for winter lawns only)	<i>Lolium multiflorum</i>
Perennial Ryegrass (for winter lawns only)	<i>Lolium perrene</i>
Pink Muhly	<i>Muhlenbergia capillaris</i>
Bamboo Muhly	<i>Muhlenbergia dumosa</i>
Bush Muhly	<i>Muhlenbergia porteri</i>
Deer Grass	<i>Muhlenbergia rigens</i>
Mexican Thread Grass	<i>Stipa tenuissima</i>

PERENNIALS	
Common Name	Botanical Name
Trailing Windmills	<i>Alliona incarnata</i>
Prickly Poppy	<i>Argemone pleiacantha</i>
Desert Marigold	<i>Baileya multiradiata</i>
Chocolate Flower	<i>Berlandiera lyrata</i>
Desert Coreopsis	<i>Coreopsis bigelovii</i>
Desert Larkspur	<i>Delphinium parishii</i>
Blue Dicks	<i>Dichelostemma capitatum</i>
Golden Dyssodia	<i>Dyssodia pentachaeta</i>
Spreading Fleabane	<i>Erigeron divergens</i>
Gaura	<i>Gaura lindheimeri</i>
Flowering Flax	<i>Linum grandiflorum</i>
Shrubby Deervetch	<i>Lotus rigidus</i>
Golden Lupine	<i>Lupinus densiflorus</i>
Arroyo Lupine	<i>Lupinus succulentus</i>
Angelita Daisy	<i>Hymenoxys acaulis</i>
Blackfoot Daisy	<i>Melampodium leucanthum</i>
Penstemon	<i>Penstemon</i> [species]
Jerusalem Sage	<i>Phlomis fruticosa</i>
Paperflower	<i>Psilostrophe cooperi</i>
Mexican Hat	<i>Ratbida columnaris</i>
Purple Ruellia	<i>Ruellia brittoniana</i>
Chaparral Sage	<i>Salvia clevelandii</i>
Mealy Cup Sage	<i>Salvia farinacea</i>
Autumn Sage	<i>Salvia greggii</i>
Mexican Bush Sage	<i>Salvia leucantha</i>
Desert Senna	<i>Senna covesii</i>
Globe Mallow	<i>Sphaeralcea ambigua</i>
Mt. Lemmon Marigold	<i>Tagetes lemmonii</i>
Moss Verbena	<i>Verbena pulchella</i>
Hummingbird Trumpet	<i>Zauschneria californica</i>
Rain Lily	<i>Zephyranthes candida</i>
Orange Zexmenia	<i>Zexmenia hispida</i>
Desert Zinnia	<i>Zinnia acerosa</i>
Prairie Zinnia	<i>Zinnia grandiflora</i>

ANNUALS	
Common Name	Botanical Name
Southwestern Cosmos	<i>Cosmos bipinnatus</i>
Golden Dyssodia	<i>Dyssodia pentachaeta</i>
Spreading Fleabane	<i>Erigeron divergens</i>
Mexican Gold Poppy	<i>Eschscholzia californica</i> ssp. <i>mexicana</i>
Blanket Flower	<i>Gaillardia pulchella</i>
Maximilian Sunflower	<i>Helianthus maximiliani</i>
Arizona Poppy	<i>Kallstroemia grandiflora</i>
Tidy Tips	<i>Layia platyglossa</i>
Yellow Blanket	<i>Lesquerella gordonii</i>
Red Flax	<i>Linum grandiflora</i> 'Rubrum'
Blue Flax	<i>Linum lewisii</i>
Arizona Lupine	<i>Lupinus arizonicus</i>
Desert Lupine	<i>Lupinus sparsiflorus</i>
Arroyo Lupine	<i>Lupinus succulentus</i>
Five Spot	<i>Nemophila maculata</i>
Owl's Clover	<i>Orthocarpus purpurascens</i>
Shirley Poppy	<i>Papaver rhoeas</i>
Chinch Weed	<i>Pectis papposa</i>
Desert Bluebell	<i>Phacelia campanularia</i>
Indian Wheat	<i>Plantago insularis</i>
Moss Rose	<i>Portulaca grandiflora</i>
Cherry Red Sage	<i>Salvia coccinea</i>
Chia	<i>Salvia columbariae</i>
Mexican Sunflower	<i>Tithonia rotundifolia</i>
Goodding's Verbena	<i>Verbena gooddingii</i>
Zinnia 'Profusion' Series	<i>Zinnia elegans</i> x <i>angustifolia</i>

APPENDIX A2. COLOR PALETTE

A.2 Color Palette

The following color palette represents the colors and combinations approved for exterior use. Paint colors are Frazee Paint. Homeowner responsible of make sure color matches to Frazee color.

Note: This list represents the same options originally offered by Declarant and is noted by the package number.

Additional colors have been added as of 6/1/2009 and are noted with an "A" following the original package number. Homeowner may use the new color combination "A" only if they have the original combination. Example: In order to use color package #139A current package must be #139. Homeowner can not use #139A if current color package is something other than #139.

See grid on next page:

A.2 Color Palette (Revised 6/1/2009)

Package	Frazee Paint Body of House	Frazee Paint Trim including door if not wood.	Pioneer Roof Tile: Regal "S" or Slat Brushed only)	Stone Veneer
#139	Bark Mulch #8734M	Staghorn #8731W	Alpine #445	Chardonnay Drystack #CSV2012
#139A	Logwood #CL2685A	Museum #CL2681W	Alpine #445	Chardonnay Drystack #CSV2012
#140	Washed Suede #8304M	Mineral Mauve #8302W	Cabo Blend #584	Carmel Drystack #CSV2007
#140A	Dogpaw #CL2635A	Dawn Chorus #CL2632W	Cabo Blend #584	Carmel Drystack #CSV2007
#141	Stratford Brown #8704D	Beige Pediment #8702W	Ascot Blend #584	Cedar Drystack #CSV2011
#141A	Exile #CL2865D	Tracing Paper #CL2862W	Ascot Blend #584	Cedar Drystack #CSV2011
#142	Crisp Khaki #8233M	Sawyer's Fence #8231W	Suntan #444	Suede Drystack #CSV2010
#142A	Endpoint #CLC1271D	Museum #CL2681W	Suntan #444	Suede Drystack #CSV2010
#143	Cornico Beige #8753M	Alecon Lace #8751W	Cocoa Grey Blend #544	Suede Drystack #CSV2010
#143A	Talisman #CL2643D	Splodgy #CL2653W	Cocoa Grey Blend #544	Suede Drystack #CSV2010

APPENDIX A3. MANAGEMENT COMPANY

Morrison Group, Inc.
Post Office Box 39242
Phoenix, Arizona 85069-9242
602-263-7772 Telephone
602-246-6674 Facsimile
Property Manager - Jarrod Robinson
jarrod@mgiproperties.com

APPENDIX A4

**COLINA DEL NORTE HOMEOWNERS' ASSOCIATION
ARCHITECTURAL APPROVAL REQUEST FORM**

Please Print Clearly

Name: _____ Lot/Unit# _____ Phone: _____

Address: _____ Alternate Phone: _____

Plot plans, drawings and specifications, as required, must be attached with a complete description of the proposed change. A City building permit, if applicable, must be submitted with this application. All supporting documents WILL NOT be returned, as they will become a part of the permanent record in your homeowner file. Approval or Disapproval will be mailed to you within 60 days after receipt of a complete application.

DESCRIPTION OF ARCHITECTURAL REQUEST IN DETAIL INCLUDING:

Dimensions: _____

Materials: _____

Location: _____

Color: _____

PLEASE ATTACH A SKETCH OR DRAWING OF THE PROPOSED CHANGE

Work to be performed by: _____

(GIVE CONTRACTOR NAME & PHONE NUMBER)

SUBMIT THIS REQUEST TO:
And all supporting documents

COLINA DEL NORTE HOA
Morrison Group, Inc.
Post Office Box 39242
Phoenix, Arizona 85069-9242

The Homeowner agrees to maintain the improvement if approved by the Architectural Committee. If, in the view of the Board of Directors of the Association, the improvement is not being maintained, the Association has the right to remove or maintain the improvement with the Homeowner assuming all financial responsibility.

The Homeowner agrees to comply with all City, County and State laws and must obtain all necessary permits.

Lot Owner Signature

Date

OFFICE USE ONLY

THE ABOVE-DESCRIBED ARCHITECTURAL CHANGE IS:

___ APPROVED

___ DISAPPROVED

___ APPROVED WITH THE FOLLOWING CONTINGENCIES:



DISCLAIMER: Neither the Architectural Committee, Board of Directors, nor Homeowners' Association shall assume any liability in connection with or related to approved or disapproved improvements. An approved submittal does not in any way constitute an approval of the structural integrity of the improvement or its effect upon the existing structure and landscaping drainage.

Signature of Committee Member Date

Optional Signature of Board Member Date

THIS CHANGE IS TO BE COMPLETED WITHIN 60 DAYS FROM DATE OF APPROVAL.