

**ARCHITECTURAL AND LANDSCAPING STANDARDS
FOR LA QUINTA AT BARKLEY RANCH
As Approved 11 October 2010**

SECTION I – INTRODUCTION

Section 2.4 of the Declaration of Covenants, Conditions, and Restrictions (CCRs) for the La Quinta at Barkley Ranch development, as amended on 1 June 2009, authorizes the La Quinta Homeowners Association Board to establish architectural and landscaping standards, and to appoint a Committee consisting of not less than three (3) members appointed by the Board of Directors “to regulate the external design, appearance, and use of the property, and to perform such other functions and duties as may be imposed on it by the Declaration or the Board”.

Accordingly, these Architectural and Landscaping Standards are hereby promulgated. These standards are intended to enhance property values and to maintain the high standards of appearance and design in accordance with the original intent of the development. A La Quinta Architectural and Landscape Review Committee (herein also referred to as “the Committee”) is also hereby established to review any requested changes by Owners and to ensure all proposed changes are in accordance with the standards approved by the Board and/or included in the Declaration.

It is intended that the La Quinta Architectural and Landscape Review Committee will conservatively and uniformly enforce all architectural and landscaping standards herein included, or as subsequently approved by the Board of Directors, so that any deviations and exceptions that are approved do not change the original design intent of the subdivision as a managed appearance, controlled access community.

Realizing that what may be pleasing to some may not be pleasing to all, this Document attempts to establish a reasonable baseline of standards from which the Committee may be guided and informed, and be specific enough such that individual interpretations can be kept to a minimum.

SECTION III – REVIEW AND APPROVAL PROCESS

Any Owner who desires to:

- (1) Deviate from the standards provided herein or that are included in the Declaration;
- (2) Make any exterior or visually apparent alteration to their properties or change or modify the exterior appearance of their properties, including gates, fences, driveways, walkways, externally visible windows and doors; exterior lights, etc;
- (3) Add any exterior structure or decorative elements in the common areas (outside the exterior walls or fence lines of individual homes) that are not originally part of the original structure and elements;
- (4) Materially change the exterior landscaping around their property (other than that originally provided by the builder)
- (5) Deviate from any other architectural and landscaping standards that are included in any of the other Association documents

should submit a Architectural and Landscape Committee Review Request, in a format such as provided in Enclosure (1), or in any written form that provides all of the equivalent information, prior to any such actions taking place by the Owner, to the:

La Quinta Homeowners Association Board
Attn: Architectural and Landscaping Standards Committee
4615 La Quinta Loop
Yuma, Az 85364

Alternately, the Owner may provide a written or email request with the appropriate information to either the Association Manager or one of the members of the Board of Directors.

The Owner should not take any action to implement a requested change until the Committee has reviewed and approved such changes. Any financial or other obligation by the Owner who has not received written approval for the proposed change(s) by the Committee, is subject to the Owner's sole risk. Such changes, if implemented by the Owner and subsequently disapproved by the Committee, may be ordered removed at the Owner's expense.

Following all rules or making an alteration that may be identical to another lot's previously approved change does not in itself eliminate the requirement for submission of a review request. Because each situation may have different conditions (effect on neighbors, different views, different locations, etc.), each submission must be considered on a case-by-case basis by the Committee.

Any changes submitted by an Owner and reviewed and approved by any previous La Quinta Board (or appointed Committee) prior to the effective date of this document are considered "grandfathered" if the Owner can provide evidence of such approval or the Association records indicate such approval. Previous approvals do not indicate that similar changes may be approved in the future if they are not in consonance with the current standards document.

Unless otherwise agreed by the parties, the Committee shall have 21 days after submittal of adequate and complete plans to provide written approval or disapproval of plans back to the requester.

Neither the Committee, or the Board, or its individual members will have any liability in connection with the specifications, structural soundness, drainage changes, and other adverse physical effects of any requested change.

Absent different approved deadlines, the requested changes that are approved will be completed within 6 months of receiving approval, or the approval will become void.

Any appeal of an Owner's disapproved request must be submitted in writing to the Board of Directors within 14 days of the Committee's written decision. The Board will schedule a time to meet with the Owner to hear his appeal within 30 days of receiving the appeal, and will have 14 days to deliver a final decision. The decision of the Board is final. This does not prohibit the Owner from any legal remedy allowed to him by law, entirely at his own expense.

SECTION IV – VIOLATIONS AND ENFORCEMENT

In accordance with the Declaration and Bylaws, the Association Board may levy fines and suspend voting rights and privileges for violations of the Architectural or Landscaping Standards. The amount of said fines shall be \$25 per day, per violation, unless otherwise amended by the Board.

The Board shall not levy a fine or sanction unless the following procedure has been followed:

(1) Informal Notification. A verbal, telephonic, or verified electronic notification to cease and desist from

an alleged violation shall be served upon the Owner in violation specifying:

- (a) The alleged violation;
- (b) The action required to abate the violation;
- (c) A time period, not less than ten (10) days, during which the violation may be abated without further action or sanction by the Board. (However, the Board or its designee may demand immediate abatement in such circumstances which, in the Board's determination, pose a danger to safety or property).

(2) Formal Demand. If inadequate action results from the Informal Notification, the Board may issue a written Formal Demand to the address of record of the Owner in violation to cease and desist from the alleged violation and shall serve it upon the alleged violator specifying the:

- (a) Alleged violation;
- (b) Action required to abate the violation;
- (c) Time period, not less than ten (10) days, during which the violation may be abated without further sanction;
- (d) Amount of fines and/or type of suspension that will be imposed if the violation is not corrected within the stated time period;
- (e) Opportunity for the Owner in violation to schedule a hearing with the Board prior to the date that the fine or suspension will go into effect;
- (f) Notice that non-payment of the fine(s) may result in a lien being placed upon the Owner's property for the value of fines and any associated legal expenses, or may also result in a suit in an appropriate court.

SECTION III STANDARDS CONTAINED IN THE DECLARATION

The Declaration itself contains several elements that impose architectural and landscaping standards on the development, and these may not be changed except by a vote of the Association membership (as detailed in Section 12.4 of the Declaration). While an attempt has been made to be as complete as possible in this section to include all applicable architectural and landscaping standards that are included in the Declaration, the Owners are encouraged to review the current Declaration, as this document can also be periodically changed. If in conflict, the Declaration takes precedence over this document. A summary of the sections of the Declaration pertaining to this architectural and landscaping standards document, and its authority for enforcement, include:

A. Section 5.6 EXTRAORDINARY ASSESSMENTS.

(1) The Board may levy an assessment against an owner and such owner's lot for the following expenses:

- (a) Any expense incurred by the Association pursuant to Section 9.5 of this Declaration as a result of the owner's failure to maintain his lot, and the improvements located thereon, in accordance with the terms of this Declaration.
- (b) All costs incurred by the Association in enforcement of the provisions of the Project Documents against an owner, including but not limited to attorneys fees and court costs.

A. Under Section 6.1 RESIDENTIAL USE:

(1) All buildings or structures erected upon the property shall be of new construction and no buildings or structures shall be moved from other locations onto the property without the prior written

approval of the Architectural Committee.

(2) The following building restrictions and restrictions on use shall apply: Except as erected or planned by the Declarant, no structure, including, but not limited to buildings, fences, walls, or other improvements, attached or detached from other structures, shall be erected, placed, altered, or maintained on any lot until the construction plans and specifications and a plan showing the location of the structure or plot plan have been approved by the Architectural Committee of the Association as to material, quality of workmanship, colors, and harmony with the external design and color of existing structures on the lot and on neighboring lots, and as to location with respect to topography and finished grade elevation. All owners shall be responsible to follow the guidelines for walls and landscaping as outlined by the Architectural Standards Documents.

B. Under Section 6.2 ANIMALS.

(1) No structure for the care, housing, or confinement of any animal shall be maintained so to be visible from neighboring property.

C. Under Section 6.3 ANTENNAS.

(1) No antennas or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used, or maintained outdoors on any portion of the property, whether attached to a building or structure, or otherwise, unless approved by the Architectural Committee. Television dishes with a 3' diameter maximum are allowed.

D. Under Section 6.4 UTILITY SERVICE.

(1) Except as approved in writing by the Architectural Committee, no lines, wires, or other devices for the communication or transmission of electric current or power, including television and radio signals, shall be erected, placed, or maintained anywhere in or upon any portion of the property unless the same shall be contained in conduits or cables installed and maintained underground, or concealed in, under, or on buildings or other structures approved by the Architectural Committee. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the Architectural Committee.

E. Under Section 6.5 TEMPORARY OCCUPANCY.

(1) No trailer, basement, of any incomplete buildings, tent, shack, garage, or barn, and no temporary buildings or structure of any kind shall be used at any time on any portion of the property for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any such portion of the property shall be removed immediately after the completion of construction.

F. Under Section 6.10 TRASH CONTAINERS AND COLLECTION.

(1) No garbage or trash shall be placed or kept on any property except in covered containers of a type, size, and style which are approved by the Architectural Committee. In no event shall such containers be maintained so as to 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. The Board shall have the right to require all owners to place their garbage or trash containers at a specific location for collection or to require all owners to subscribe to a trash collection service. All rubbish, trash, and garbage shall be removed from the lot and shall not be

allowed to accumulate thereon. No incinerators shall be kept or maintained on any lot. No garbage or trash containers shall be kept or placed on any grass or other landscaped area.

G. Under Section 6.11 CLOTHES DRYING FACILITIES.

(1) Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed, or maintained on any portion of the property so as to be visible from neighboring property or streets.

H. Under Section 6.14 SIGNS.

(1) No signs whatsoever (including, but not limited to, commercial, advertising, "for sale", "for rent", "open house", political, and similar signs) shall be erected or maintained anywhere on the property, including, but not limited to, the inside or outside of windows in any buildings located on the property, except:

- (a) Such signs as may be required by legal proceedings;
- (b) Not more than two residential identification signs each of a combined total face area of seventy-two square inches or less for each lot;
- (c) One "for sale" or "for rent" sign not exceeding five square feet;
- (d) Such signs as may be approved from time to time by the Board;
- (e) Builder identification sign during construction until close of escrow not to exceed five square feet;
- (f) Such signs as are allowed in gated planned developments by law, and as allowed/limited in size and placement by law.

I. Under Section 6.18 WATER FEATURES.

(1) Any water feature which is part of the common area is for aesthetic purpose only, and shall not be used for swimming, boating, wading, or any other type of water-related activity.

J. Under Section 6.21 MAIL BOXES AND YARD LIGHTING.

(1) All group mail boxes and yard lighting standards shall be built and installed as directed in the Architectural Standards Documents, and/or as provided by the Board.

K. Under Section 9.1 MAINTENANCE OF COMMON AREA BY THE ASSOCIATION.

(1) The Association shall be responsible for the maintenance, repair, and replacement of the common area and easement areas on Exhibit "A", and may, without any approval of the owners being required, take such actions as the Board deems necessary in order to maintain, repair, preserve, and protect the common areas and easement area including, without limitation, any of the following:

- (a) Reconstruct, repair, replace or refinish any improvement or portion thereof upon the common area, including any water feature;
- (b) Construct, reconstruct, repair, replace or refinish any portion of the common area used as road, street, walk, driveway and parking area;
- (c) Replace injured and diseased trees or other vegetation in the common area, and plant trees, shrubs, and ground cover to the extent that the Board deems necessary for the conversation of water and soil and for aesthetic purpose;
- (d) Place and maintain upon the common area such signs as the Board may deem appropriate for

the proper identification, use, and regulation thereof.

(2) It is specifically understood that the Association shall be responsible for the maintenance of landscaping and other appurtenant improvements located within all road right of ways. Except as herein provided, the Association shall have the right to change the nature and extent of any improvements located upon the common area. Notwithstanding anything herein to the contrary, the Association shall not, without written authorization from the City of Yuma, Arizona, fill, alter, or deviate from the plat or reduce the volume of storm water drainage required, nor shall they block, obstruct, or impede in any manner the flow of water to, across, or through the retention areas. Further, the Association shall not cause or suffer to be erected on the retention areas any building or structure without the City of Yuma's approval.

L. Under Section 9.2 MAINTENANCE OF LOTS BY OWNERS.

(1) Each owner shall be solely responsible for the maintenance, repair, and replacement of all improvements located on his lot including, without limitation, the following:

- (a) Exterior of his home including, without limitation, the roofs and exterior paint and/or stucco. The exterior stucco and trim shall remain the same original color throughout the La Quinta Development Project, unless changed by the Architectural Committee. In addition, the front yard landscaping must be maintained in good condition.
- (b) The interior of his home, including the interior of any yard, patio, garage, or other area enclosed by a fence or wall and the contents thereof, and any air conditioning unit, heating unit, hot water heater, and other fixtures and equipment which services his individual home. This obligation will include, without limitation, the maintenance, repair and replacement of windows, doors and all interior surfaces of the home, including, without limitation, floors, ceilings, interior wall surfaces, sheet rock (plaster board) or wall coverings;
- (c) Any fixture or pipes within his home and any utility lines or pipes from the lot line to his home;
- (d) Such landscaping as is located within any individual yard or patio or any other area enclosed by a fence or wall.

M. Under Section 9.3 DAMAGE OR DESTRUCTION OF COMMON AREA BY OWNERS.

(1) It is specifically understood that if, during the course of construction or subsequent to construction, any concrete sidewalks are cracked and or broken in any fashion, the owner of the lot which lies behind the broken area shall be responsible for the repair and or replacement of the broken concrete.

While an attempt has been made to be complete in including the applicable architectural and landscaping standards that are included in the Declaration, the Owners are encouraged to review the then-current Declaration, as this document can also be changed.

SECTION II COMPLEMENTARY STANDARDS

To amplify the Declaration architectural and landscaping standards, to provide additional complementary standards, and to provide ongoing protection for the existing architectural and landscaping features, the following additional standards or amplifications to the Declaration standards have been approved by the Board, and can only be changed, amended, or repealed by vote of the Board:

(1) Play Equipment. Play equipment such as basketball goals, soccer goals, etc, are not allowed to be maintained in common areas or driveways. Such equipment, if kept in an individual patio area, must not be visible from neighboring properties, streets, or common areas.

(2) Protection of Landscaped Areas. No bicycles, scooters, skateboards, tricycles, grocery carts, motorized carts, or any other types of conveyances that may cause damage the landscaping, plantings, sprinkler heads, etc., or make ruts in the grass or graveled areas are allowed in the non-surfaced or landscaped common areas, (except those conveyances used by our landscapers or maintenance contractors for normal upkeep). Games such as football, soccer, team Frisbee, basketball, etc, that may result in damage to the landscaping, grass, plants, sprinkler systems, etc. are not allowed to be played in non-surfaced or landscaped common areas of the development.

(3) Landscaping Planted by Residents. Residents may plant additional plants in the landscaped common areas of their proximate front or side yards that are in keeping with the desert motif, add to the general appearance of the overall subdivision, are in keeping with the general theme of architecture, and exhibit good water conservation practices. Any plants that are planted by the residents and that are not part of the standard planting scheme provided by the developer are the responsibility of the residents. It is understood that the Association's contracted landscaping crew may trim any common area plant from time to time to provide an overall neat neighborhood appearance, and may adjust the irrigation system to provide for all of the plantings, but the Association bears no responsibility to replace and/or provide special care or watering cycles for plants added by residents, and the ultimate cost risk of these plants is to the resident. Unusual plant maintenance requirements for plants planted by Owners on their lots (such as trimming of tall palm trees planted in their front yards, or the removal of droppings from date palms) are the responsibility of the Owner in whose lot such plantings are located, or the successor Owners of such lots.

(4) Salt Leeching. Residents should insure that their patio irrigation systems and the ground level of their flower beds inside their patios does not cause a leeching of salts through the fence walls (resulting in a noticeable "whitening" effect on the exterior wall, and deterioration of the exterior fence wall surfaces from the inside). If this condition is allowed to persist, the homeowner may be liable for all costs associated with repair of the fence. A sealing of the lower interior fence walls inside the patio may be necessary to prevent this.

(5) Mail Boxes. No individual lot mailboxes are allowed. The design and standard of the group mailboxes originally provided by the builder will be maintained, unless otherwise changed by the Board.

(6) Yard Lighting. Yard lighting plans that include light fixtures that are visible from the street will be submitted to the Committee for approval.

(7) Holiday Decorations. Appropriate, non-excessive holiday decorations are allowed and encouraged during the typical holiday season for all established major holidays, but in no case prior to 30 days before the holiday, and they must be taken down within 15 days after the holiday has been celebrated.

(8) Yard Art. Up to five small elements of yard art, including an element of gate art, that are in keeping with the southwest desert motif may be placed in the front common areas of an individual lot, but, prior to being placed, such elements must be approved by the Committee for aesthetics and appropriateness.

(9) Awnings and Canopies. Awnings and Canopies are not allowed on windows and doors exterior

to fence lines or to exterior structural walls. Awnings and canopies may be installed on windows and doors inside fenced patio areas if they are unobtrusive and the colors and style are in harmony with the external design and color of existing structures. Any interior awnings that will be visible from common areas must be reviewed and approved by the Committee prior to installation. Sun screens of an appropriate material and color that are in harmony with the exterior building colors are allowed all on windows.

(10) Decorative Items. Decorative items of any nature can be placed inside the Owner's interior patio areas without prior Committee approval, unless such items are prominently visible from the neighboring common areas, in which case they must be reviewed by the Committee. In common areas, any decorative item considered to be of a permanent nature such as yard lighting fixtures, statuary, fountains, raised flower beds, rock gardens, trellises, gazebos, additional fencing, benches, large pottery, flags not otherwise allowed by law, etc., must be approved by the Committee.

(11) Driveways and Sidewalks. The upkeep of individual driveways and sidewalks is the responsibility of the individual owners. An owner may not allow a sidewalk or driveway on his property to become excessively decayed or eroded prior to repair or replacement. Any extension or change to the dimensions or shape of an existing driveway or walkway must be approved by the Committee. All driveways must be of uncolored and unpainted concrete and be absent of any imprinted patterns. Owners may seal their concrete areas with an appropriate, clear concrete sealant.

(12) Flagpoles. Flagpoles are prohibited. The flags that are specifically allowed by Arizona law (United States, State of Arizona, U.S. Military Branches, Arizona Indian Nations, POW/MIA) may be permanently flown from a standard attached to the structure of the house. Seasonal or occasional flags, such as for a sports event or holiday, may not be displayed longer than 15 days either side of the event.

(13) Gates. Any proposed change to the front gates must be approved by the Committee. Any decorative signs or decorations attached to the front gates must also be approved.

(14) Plants. While Owners are encouraged to enhance the outside appearance of their properties with appropriate landscape improvements, they should keep in mind that we are a desert community, non-native plants require excessive care, and conservation of water is a priority. Only native desert plant additions are encouraged, and the net result should not be a change in workload for our Association landscape workers. Any significant changes or modifications in the appearance of an Owner's common area landscaping must be submitted for review by the Committee prior to starting any landscape work. Some examples include, but are not limited to:

- (a) Changing grass areas to rock, and vice versa
- (b) Adding any plants, trees, or shrubs that the Owner expects the Association to maintain
- (c) Adding non-native plants that are not normally grown in the desert environment
- (d) Adding boulders, rocks, edging, etc.
- (e) Modifying any irrigation system
- (f) Removing trees or established plants; adding any large tree or bush
- (g) Redesigning the landscape plan

(15) Pools and Spas. Spas that are not visible from the common areas do not require prior approval of the Committee if an exterior wall does not need to be removed to install it. Otherwise, the plans for spas and pools that require taking down walls must be approved by the Committee.

(16) Solar Panels. Solar panels for home electricity generation are allowed, but should be installed to be as unobtrusive as possible, and not in any common area. Any intended solar panel installation must be reviewed by the Committee.

(17) Damaged or Neglected Elements. Any decorative or other elements that have been added by an Owner that are visible from common areas or neighboring property must be kept in good repair and appearance. Any elements that have been added by an Owner and become broken, collapsed, rotten, excessively discolored or faded, etc., must be removed as soon as possible after such damage or other physical change of state occurs.

(18) Neglected Interior Landscaping. Any front, back, or side yard that is visible from the street or neighboring property must be maintained in a reasonable fashion that is in keeping with the overall nature of the subdivision.

(19) In keeping with the original intent of the La Quinta subdivision and city zoning, each residence shall maintain a minimum of 2 garage spaces for vehicle parking, and those spaces may not be converted into living spaces.