



Move In Orientation Check List

Tenant's Name _____
 Property Address _____
 Term of your Lease _____
 Monthly Rent Rate _____ Monthly Rent Tax _____ Total Monthly Rent Due _____
 Tenant's Phone Numbers Home: _____ Work: _____ Cell: _____
 Email: _____

Rent Payments & Due Dates

Rent is due on the 1st and Late on the 3rd of the Month
 There is a late fee of \$25.00 Per Day starting on the 4th of the Month
 Payment can be cash, money orders or cashiers checks No personal check accepted
 You can Pay rent at any Bank Of America Branch
 Paying Rent at Bank Of American you must put your name and address on deposit
 If you fail to pay your rent by the 10th of the month you are subject to Eviction and Cost

Rules , Regulations, Recommendations

You have a copy of the Home Owners CC&R's and agree to comply all Rules and Regulations.
 You have a copy of the HUD Lead Based Paint Warning if applicable.
 You agreed to pay any fines from HOA that result in your failure to comply with the HOA rules.
 Change in Occupants needs to be reported to Management Immediately.
 Renters Insurance has been recommended.

Repairs ,Maintenance, and Emergency

You will contact Metro's Hot line for Flood Emergencies
 You will Contact Fire Department for Fire Emergencies
 You will Notify Metro of any Necessary Repairs needed By Phone, Fax or Email
 You are now responsible to Keep Property Clean and in Good Repair
 You are responsible for any Broken Windows
 You are responsible for any Plugged Plumbing
 You have agreed to Change Air Conditioning Filters Monthly
 \$65 per hour plus cost will be charged to You for Non Covered Items

Pet Deposit & Utilities

With Security Deposit we enforce Rental Payment Compliances Strictly
 If you have a Pet and Have a Pet Deposit you are required to Keep Area Clean and Sanitary
 You have turned on all your Utilities and have provided us with a receipt

Move Out Procedures

You need to notify Management 30 Days prior to the termination of your lease.
 If you do not renew your lease for another term it will automatically move to Month to Month with an increment of 25%
 You will Leave the Property in the same condition as you got it less normal wear and tear.

MUST HAVE (Account Numbers)

Power _____ Water _____ Gas _____ NO NUMBERS, NO KEYS!
 APS SRP City _____ Company: _____

Initials

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By initialize above and signing below, I herby acknowledge that the polices stated above and all terms of my lease have been explained to me and that I fully understand all of them. It notes items on the check list are meant for emphasis only, all terms have been explained. I further understand that all policies, rules and terms of the Homes Owners Association in this subdivision are to be followed and that I agreed to Comply Accordingly. Non Refund-able Deposit are not refundable for any reason or circumstance.

 Tenant Co Tenant Date Metropolitan Agent/Landlord



13-1602. Criminal Damage; Classification

A. A person commits criminal damage by recklessly:

1. Defacing or damaging property of another person; or
2. Tampering with property of another person so as substantially to impair its function or value; or
3. Tampering with the property of a utility.
4. Drawing or inscribing a message, slogan, sign or symbol that is made on any public or private building, structure or surface, except the ground, and that is made without permission of the owner.

B. Criminal damage is punished as follows:

1. Criminal damage is a class 4 felony if the person recklessly damages property of another in an amount of ten thousand dollars or more, or if the person recklessly causes impairment of the functioning of any utility.
2. Criminal damage is a class 5 felony if the person recklessly damages property of another in an amount of two thousand dollars or more but less than ten thousand dollars.
3. Criminal damage is a class 6 felony if the person recklessly damages property of another in an amount of more than two hundred fifty dollars but less than two thousand dollars.
4. In all other cases criminal damage is a class 2 misdemeanor.

Print Name

Signature

Date



Eviction and How it Affects You

Dear Tenant,

As you know, if your account is ever in "Eviction Status" it's possible that you may not know about or understand the ramifications of what it means to be the subject of an eviction proceeding. Below is a list of easy to understand consequences a person will face as a result of a legal eviction:

1. Eviction Court. This can be a humiliating experience and also matter of permanent public record.
2. Dispossession. You will be forcibly removed from the premises. This can be a humiliating experience and also matter of permanent public record.
3. Judgment (s) are good for 10 years with the option to renew for another 10 years.

Your credit rating will be severely damaged. This may also result in

- A collection process until your debt is paid in full
- Possible seizure of assets you may own, including bank accounts
- Garnishment of wages
- Notification of credit bureaus causing inability to qualify for lines of credit, including credit cards, car loans and mortgages.
- Notification of National Tenant Reporting Services causing inability to qualify for rental housing (Most quality rentals require credit & tenant screening), and for future plans of purchasing a house.

We understand that sometimes you have difficulties paying your rent or complying with your lease agreement. We sincerely hope you will be able to resolve any problems you experience and keep your account out of eviction status.

Owner/Manager _____

Date _____

Tenant _____

Date _____



Distribution of Keys

Name(s): _____

Address: _____

City: _____ State/Zip: _____ Unit No.: _____

Type of Key	Amount		
House	Y <input type="checkbox"/>	N <input type="checkbox"/>	
Mail Box	Y <input type="checkbox"/>	N <input type="checkbox"/>	
Garage/Remote	Y <input type="checkbox"/>	N <input type="checkbox"/>	
Extra	Y <input type="checkbox"/>	N <input type="checkbox"/>	Specify:
Box: _____	Door: _____	Space: _____	Code: _____

Mail Box Key Replacement Policy

As per your lease agreement Metropolitan does not issue mailbox keys due to the risk of identity theft, please contact your local United State Post Office with a copy of your lease agreement to receive your mailbox keys.

If the mailboxes are not serviced by your local post office and are owned by an HOA, please contact a certified professional to re-key your mailbox.

If a key is lost there will be a \$5.00 charge for a key to be recut.

Below are some suggestions:

Mailbox Repair: 602-919-7423
6515 W Paradise Lane, Glendale AZ 85306

Tenant's Signature

Date: _____

Landlord's Signature

Date: _____



AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFERS FOR RENTAL PAYMENTS

I (we) hereby authorize Metropolitan Real Estate Company 11 LLC to initiate credit Entries and to initiate, if necessary, debit Entries and adjustments for any credit Entries in error, to my/our Checking/Savings account indicated below and further authorize the financial institution listed below to debit and/or credit the same to such account. This authority is to remain in full force and effect until Metropolitan Real Estate Company 11 LLC has received written notification to terminate authorization. I understand and agree that my account will be drafted on or about the 1st day of the month for the current month's installment and any additional fees agreed to in this Lease.

Bank Name: _____ Branch: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Transit/ABA No. _____ Account No. _____

Account Holder Name: _____ Signature: _____



Tenant's Work Request

Tenant Name(s): _____ Apt. No.: _____
 Address: _____ City: _____ State/Zip: _____
 Property Name: _____ Property No.: _____

I request and _____ give _____ do not give my permission to enter my residence, if no one is home to take care of the following described maintenance condition:

Tenant Work Phone: _____ Tenant Home Phone: _____

Date: _____ Time: _____

Tenant's Signature

OFFICE USE ONLY

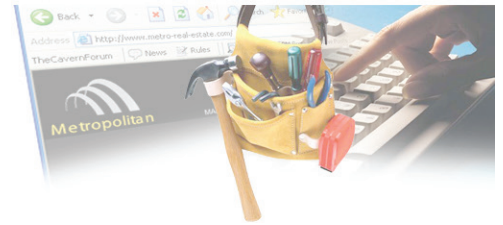
Date: _____ Time: _____ Received by: _____

Request Approved by: _____ Request Assigned to: _____ Request Completed on: _____

Chargeable to Tenant? _____ Amount: \$ _____

If Yes State Basis for Chargeability: _____

Comments: _____



1



Tenant's Work Request On Line

In order to avoid any inconvenience to all our tenants, we would like to attend promptly all your requests regarding maintenance/repair service, and it is a great pleasure to inform you of another good change that has taken place in Metropolitan Real Estate: **Tenant's Work Request On Line**

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1 . Please visit our web site:
www.metro-real-estate.com

Go to the main menu and click on: Repair request

2 . When Maintenance page appears, simply fill out the form and click submit at the bottom of the page.

3 . Your maintenance request will be e-mailed to us instantly and we will schedule repairs as soon as possible.

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Thank you for selecting Work Request On Line and we sincerely hope that you will find a prompt response in your maintenance needs.

COLLECTION POLICY (Revised January 10th 2007)

LATE FEE: A fee of \$15.00 will be assessed on every account showing one full assessment due after the published delinquent date.

Assessment Collection Schedule:

1. Written reminder to property owner on the 16th day of the assessment payment month that account is outstanding and a late fee has been applied to account.
2. Written demand letter mailed certified and regular U.S. Mail the 30th day after assessment is past due. All demand letter fees are the responsibility of the property owner.
3. A lien is filed on every account that shows the assessment being at least 90 days past due. The delinquent account is assessed a lien fee. The lien shall not be released until such a time as the account is paid in full. All lien fees are the responsibility of the property owner.
4. After lien is filed on the property owner, should the account remain outstanding, the balance is sent to an attorney for collections. All legal fees are the responsibility of the property owner.

Payments will be applied to an account as follows:

1. Past due assessments
2. Fines
3. Demand letter fee
4. Lien fee and legal costs
5. Late charges

The Board of Directors shall not consider waiver of late fees, lien fees or attorney collection fees incurred on an account where the assessment was not paid in accordance with the Assessment Collection Policy through no fault of the Association or its Agent.

Payment plans will be accepted under the following conditions:

Payments made without benefit of a properly executed payment plan will not be construed as a payment plan, and collection activity shall be initiated in accordance with the Assessment Collection Policy.

- When a homeowner wants to appeal a violation, they must send the Management Company written notice that they are requesting an appeal of the violation.
- Appeals shall be received within (5) days of the date of the fine notification (violation letter).
- Appeals shall demonstrate *extenuating circumstances* which require deviation from the CC&R's and/or guidelines.
- Appeal shall include all pertinent backup information to support the existence of the *extenuating circumstance*.
- All decisions of the Board are final and may not be further appealed.
- Any appeal, which does not meet the above requirements, shall be heard by the Board and shall be considered **DENIED**.
- The homeowner appealing the violation will be given written notice that the appeal is scheduled.
- The appeal shall be heard in Executive Session.
- The Board President will introduce all parties.
- Lengthy discussions are not a part of an appeal process.
- The homeowner who is appealing will be asked to state their case and present any documentation that is applicable.
- Each Board Member will have the opportunity to ask the homeowner specific questions regarding the appeal.
- Upon completion of the questions and answer period, the Board President will state that the appeal has been heard and the Board will make their decision in closed session. Then "Written Notice" will be given to the homeowner of the Board's decision within (7) working days.
- If the appeal is denied, the homeowner must bring the violation into compliance within (14) days. If the violation still exists after (14) days, the homeowner will be fined \$100.00 every (14) days until the violation is corrected. In addition, the Board of Directors may seek legal action to remedy the violation. All costs of legal action will be billed to the homeowner and collected in the same manner as assessments.

HOMEOWNERS ASSOCIATION

ARCHITECTURAL RULES

REVISED: JANUARY 2007

Due to the nature of the community documents, it is important to converge all of the pertinent information regarding architectural submittals into one document: Architectural Rules. These Rules for Homeowners Association, as allowed in the Declaration of Covenants, Conditions and Restrictions (CC&R's) and all resolutions to date, will provide you with all the latest information relevant to improvements which will require approval from the Architectural Committee, per Article V, Section 5.22 of the CC&R's.

The Rules, as set forth in this document, shall interpret and implement procedures for the Architectural Committee's review and standards, including, but not limited to, architectural design, placement of buildings, landscaping, color schemes, exterior finish and material, signage, and wall design. These documents are intended to enhance property values and high standards of development that exist within submittal for approval within this document, prior approval from the Architectural Committee is required. The Rules are established to assist residents in conforming to the standards established, and amended from time to time, by the Board of Directors. FOLLOWING THESE RULES DOES NOT ELIMINATE THE NEED FOR SUBMITTAL OF PLANS FOR APPROVAL BY THE ARCHITECTURAL COMMITTEE IF THE ARCHITECTURAL COMMITTEE REQUIRES SUBMITTAL FOR APPROVAL. Each application will be reviewed on a case-by-case basis.

PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OR INSTALLATION, ALL PLANS MUST BE SUBMITTED, IF REQUIRED, TO THE ARCHITECTURAL COMMITTEE. APPROVAL TO PROCEED SHALL BE REQUIRED IN WRITING FROM THE ARCHITECTURAL COMMITTEE. FOLLOWING THESE RULES DOES NOT ELIMINATE THE NEED FOR SUBMISSION OF PLANS (UNLESS SPECIFICALLY NOTED).

The following information should be included with the submittal:

1. **Application Form** - Architectural Committee Review Form - a completed application form (copies may be obtained from the sales or management office).
2. **Plot Plan** - A site plan showing dimensions, relation to existing dwelling and property lines (setbacks). Measurements must be written on the plans. Plot plans are received upon execution of your sales contract.
3. **Elevation Plans** - Plans showing finished appearance of improvement in relation to existing dwelling.
4. **Specifications** - Detailed description of materials to be used, color samples and dimensions must be submitted.

All building, structures and other improvements erected within Homeowners Associations and the use and appearance of all land, shall comply with all applicable City zoning and code requirements as well as the Declaration and these Rules.

REVIEW - APPROVAL AND/OR DISAPPROVAL

The Architectural Committee shall have 60 days after the submittal is received to approve or deny plans. No verbal approvals/denials will be given by the management company. All decisions will be mailed via US Mail.

Review and approval or disapproval will include, but is not limited to, consideration of material, quality of workmanship, colors and consistency with the external design and color of existing structures on the lot and impact on neighboring lots. The location of the improvement with respect to topography and finished grade elevation is also considered.

Neither the Architectural Committee, nor the Board of Directors, nor the Declarant shall have any liability in connection with or related to approved plans, specifications, or improvements. The approval of the plans does not mean that judgment is passed on the structural soundness of the improvement nor its effect upon existing or future drainage. The plans are reviewed for aesthetic purposes only.

Approval Expiration - Construction must be started within 90 days of the date of the Committee's approval of the application or the Committee's approval shall be deemed withdrawn and plans must be resubmitted in accordance with these Rules.

Construction Period - Once started; construction shall be pursued diligently in order to assure prompt completion thereof. Absent a different deadline for completion of construction (which may be shorter or longer, at the Committee's discretion), such construction shall be completed within six (6) months of the date of the Committee's approval of the application.

Appeal Process - Any appeal of the Committee's decision must be submitted in writing, within 30 days of the mailing date of the Committee's decision.

THESE RULES MAY BE AMENDED FROM TIME TO TIME BY A MAJORITY VOTE OF THE BOARD OF DIRECTORS.

DESIGN GUIDELINES

ANTENNAS AND SATELLITE DISHES

This section applies to antennas, satellite television dishes, and other devices (“Receivers”), including any poles or masts (“Masts”) for such Receivers, for the transmission or reception of television or radio signals or any other form of electromagnetic radiation.

To the extent permitted by applicable law, the installation of antennas, satellite dishes, or other devices for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be subject to the prior written approval of the Architectural Committee unless applicable law prohibits the Architectural Committee from requiring such approval. If the applicable law prohibits the Architectural Committee from requiring such approval for the installation of certain antennas, any such antennas are to be installed as follows:

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

1. A location in the back yard of the Lot where the Receiver will be screened from view by landscaping or other improvements.
2. An unscreened location in the back yard of the Lot.
3. On the roof, but completely below the highest point of the roof line.
4. 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.
5. On the roof above the roof line.
6. An unscreened location in the side yard.
7. A location in the front yard of the Lot where the Receiver will be screened from view by landscaping or other improvements. Wires must be securely attached to the dwelling, and painted to match where attached.

AWNINGS

All awnings must be approved by the Architectural Committee. Awnings over all windows shall be canvas or similar material, of solid color on both sides, which 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. All awning submittals must include a drawing with the location of the proposed awning installation, a sample of the material to be used, along with the color and design of the proposed awning. Owner is responsible for maintenance and repair of awnings. Association retains the right to determine when an awning must be repaired and/or replaced due to weathering, fading, tearing, ripping, etc.

BASKETBALL GOALS

Requirements for basketball goals (front and rear yard):

1. Portable basketball goals are expressly prohibited, except in rear yards. “Portable basketball goals” shall refer to basketball equipment that has a base that is not permanently installed in the ground.
2. Only pole mounted backboard and goals are acceptable. Poles must be set in the ground permanently. Backboards can not be attached to the house, garage or roof.
3. Goals must be installed on the “interior” side of the driveway.
4. Permanent basketball poles located in front or rear yards must be painted to match the color of the body of the exterior of the home or black in color.
5. Backboards are acceptable without painting.
6. 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.
7. Only nylon or similar cord nets are acceptable. Metal or chain nets are expressly prohibited.
8. Courts MAY NOT be painted or permanently outlined on the driveway or other concrete surfaces.
9. Lighting for night use of the equipment is prohibited.

Basketball equipment meeting the above guidelines does not require submittal for approval.

DECORATIVE ITEMS

Front yard item(s) must be submitted for approval by the Architectural Committee. The Board of Directors reserves the right to require removal of decorative items in front yards based on size, quantity, color and location and any other criteria that the Board may determine.

Holiday Decorations: Holiday decorations may be installed 40 days prior to the holiday and must be removed within 40 days after the holiday.

Decorative Art on Houses: Decorative art on houses shall be neutral in color and limited to two items. Dimensions of decorative art shall be no greater than three feet in length, width, and diameter.

Water Features, Statuary, etc.: Items such as fountains, statuary, etc., are permissible within the rear yard and do not require submittal to the Architectural Committee, except on Lots with view fencing. Water features may not exceed 5 feet in height. It is recommended that water features be chlorinated. The Committee reserves the right to limit the size and quantity of statuary in the front yard, as well as rear yards with view fencing.

DRIVEWAY EXTENSIONS AND SIDEWALKS

All driveway extensions require Architectural Committee approval. Driveway extensions will be considered provided the following conditions are met:

1. Driveway extensions must be located in the side yard of the property.
2. Submittals must include a plat map with exact lot dimensions and the location and dimensions of the proposed extension, as well as any existing driveway.
3. The total parking area may not exceed thirty (30) feet of contiguous frontage or fifty percent (50%) of the lot width (existing plus extension) as measured at its widest point, whichever is less.
4. Extensions must end one foot from the side property line. The area between the extension and the lot line must be landscaped with the same groundcover used in the front yard or a material approved by the Architectural Committee.
5. Painting of paved surfaces is prohibited.

Additional Sidewalks

Sidewalks installed to utilize side gates do not need to be submitted if all of the following conditions are met:

1. The additional sidewalk is three (3) feet or less in width, is one foot or more from the property line, and is one foot or more from the home.
2. The area between the home and the sidewalk addition must have groundcover installed to match the existing groundcover. Additional sidewalks in any other location in the front yard must be submitted for approval.

FENCES AND WALLS INCLUDING DECORATIVE WALLS

Plans to raise the height of a party wall must be submitted for approval with information on the height of all walls that the walls(s) being raised. Side and rear walls may not exceed six (6) feet in height from ground level, as measured from the lowest side of the wall.

Plans for new fences or walls must be submitted to the Architectural Committee prior to construction. Walls must match the existing wall in texture and color.

Perimeter walls on lots bordering common areas may NOT be torn down to allow access to rear yards. **AN ASSESSMENT OF \$2,000.00 WILL BE ASSESSED TO A LOT IN WHICH A COMMON WALL HAS BEEN REMOVED WITHOUT ARCHITECTURAL COMMITTEE APPROVAL.** Access must be gained through the front wall on the side of the home. Repairs to this wall must be completed in a timely fashion and include repairing the old wall to match the texture and color of the remaining wall.

FLAGPOLES

Per Arizona State Bill 1055 signed by the Governor on April 29, 2002, the following rules shall apply to flagpoles in this community:

Display of the American / Arizona State Flags:

1. These flags may be displayed from sunrise to sunset.
2. These flags should not be displayed on days when the weather is inclement, except when an all-weather flag is displayed.
3. No other flag or pennant should be placed above or, if on the same level, to the right of the American flag.
4. If the American flag is displayed from a vertical flagpole or a flagpole/staff projecting horizontally or at an angle from a windowsill or front of a home, the union of the flag (blue, where the stars are located) should be placed at the peak of the flagpole/staff unless the flag is at half staff.
5. The flag should never be displayed with the union down, except as a signal of dire distress in instances of extreme danger to life or property.
6. The flag should never touch anything beneath it (the ground, a floor, water, or merchandise).
7. The flag should never be fastened, displayed, used, or stored in such a manner as to permit it to be easily torn down, soiled, or damaged in any way.
8. The flag, when it is in such condition that it is no longer a fitting emblem for display, must be removed and replaced with a new flag.

Placement of American / Arizona State Flags Display; Poles; Number of Flags:

1. Prior to installing a flagpole on any Lot, the Owner of said Lot must, in writing, submit a request including specific plans detailing the height, type, location, method of installation, and color of the pole to the Architectural Committee for approval.
2. Only one (1) flagpole of any type is allowed on a Lot.
3. The height of a flagpole can be no taller than the height of the highest point of the roofline or the distance between the point of placement of the pole in the yard and the closest point of either of the following: (a) the sidewalk (or the street if no sidewalk exists); (b) any common area; or (c) any neighbor's property line.
4. There shall be no more than one (1) American / Arizona State flag displayed at any one time on a Lot.
5. The Association permits display of a reasonable number of additional American flags on the following National Holidays only (to be removed no later than 5:00 p.m. of the following day): Memorial Day, Flag Day, July 4, Labor Day, Veterans Day.
6. The American / Arizona State flags may not be placed on common area.

GATES

All requests for additional gates or gates other than that which were offered by the original developer of the lot/home must be submitted for architectural approval. Placement of gate(s) must be approved by the Architectural Committee. Double gates may be installed to allow wider access to rear yards. All gates (double or single)

should be of the same material, design and color as the originally installed single gates unless approved by the Architectural Committee. Gates may be painted with approval from the Architectural Committee.

GUTTERS AND 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 at all times.

HVAC (INCLUDING EVAPORATIVE COOLERS)

Except as initially installed by the Declarant, no heating, air conditioning or evaporative cooling unit shall be placed, installed, constructed or maintained upon any lot without the prior written approval of the Architectural Committee. All units shall be ground mounted, located within the perimeter of the rear yard and screened or concealed from view of all neighboring property.

LANDSCAPING

Reference Section 5.21 "Yard Landscaping" in C.C. & R's.

Landscaping of front yards is required within 60 days of the close of escrow on any Lot other than to a Builder. Landscaping of rear yards with view fencing is required within ninety (90) days of the close of escrow on any Lot other than to a Builder. Landscaping of rear yards with no view fencing is required within one hundred twenty (120) days of the close of escrow on any Lot other than to a Builder.

Lots less than fifty-five (55) feet wide are required to have at least two (2) twenty four inch (24") box trees at least six feet (6') tall in the front yard, installed between the sidewalk and the street.

If any lot contains a fire hydrant, only ground cover to match existing groundcover may be installed within seven feet (7') of the hydrant.

SEE ATTACHED "PROHIBITED PLANT LIST".

MACHINERY AND EQUIPMENT

No machinery, fixtures, or equipment of any type, including, but not limited to, heating, cooling, air conditioning, refrigeration, and clotheslines, may be placed on any lot or parcel without screening or concealment from view of neighboring property.

Oil pans, carpet, boards or any other object used to collect oil spills from driveways must be removed when not in use so as to not be visible.

ROOFING MATERIALS / PATIO COVERS

Roofing materials should match that which were installed by the builder on the original roof of the home or that were offered as an option by the builder for a patio cover.

Color and material of supports should match the home. Roof shall be flat or match the pitch of the roof of the home. All patio covers not installed by the builder will be reviewed by the Architectural Committee on an individual basis, prior to installation, with strong consideration being given to any impact of architectural features in the neighborhood.

PLAYGROUND EQUIPMENT

Plans for play structures and similar recreational equipment must be submitted for approval since in most instances they protrude over the fence line. This is not to eliminate play structures, but to consider privacy issues for adjacent neighbors and to assure nothing unsightly is erected.

The maximum height which will be considered for approval of swing sets and other play equipment shall be ten (10) feet. The maximum height for any deck/platform is four (4) feet above ground level.

The play structure may be placed no closer than five (5) feet to any lot line.

When considering plans for approval, the Committee will consider the appearance, height, color, and proximity to neighboring property. Submittals must include a picture or photograph of the structure, dimensions, materials, and a plat map or drawing indicating the proposed location and its proximity to adjacent property lines.

Canopies may be a "neutral" color (off white, beige or light brown) or a single solid color of red, blue, green or yellow.

POOLS AND SPAS

Pools and spas do not require the prior approval of the Architectural Committee. Perimeter walls on lots bordering common areas may NOT be torn down to allow access to rear yards. **AN ASSESSMENT OF \$2,000.00 WILL BE ASSESSED TO A LOT IN WHICH A COMMON WALL HAS BEEN REMOVED**

WITHOUT ARCHITECTURAL COMMITTEE APPROVAL. Access must be gained through the front wall on the side of the home, repairs to this wall must be gained through the front wall on the side of the home, repairs to this wall must be completed in a timely fashion and include repairing the old wall to match the texture and color of the remaining wall.

All pool and spa equipment must be screened from view of neighboring property. Lots with view fencing must submit plans for screening for approval by the Architectural Committee.

Pools may not be backwashed into any common area. Check with your pool contractor concerning City ordinance requirements for backwashing. Damage, including erosion, to common area due to backwashing will be repaired by the Association and all expenses incurred by the Association will be billed to the homeowner.

POOL FENCING AND EQUIPMENT

The specifications for rear yard wrought iron pool fencing installation on a Lot with view fencing shall be of a neutral earth tone color to match or blend with the exterior color of the home and meet all City, State and Federal Requirements.

Pool equipment on lots with view fencing must be screened from view from common areas. Screening may be through plant material or hard cape enclosure. Hard cape enclosures do not require approval if the enclosure does not exceed four (4) feet in height, stuccoed and painted to match the base color of the home. All other screen materials require approval from the Architectural Committee.

RAMADAS AND GAZEBOS

Ramadas and gazebos are permitted and require approval from the Architectural Committee. The maximum under roof area is one hundred twenty (120) square feet with a maximum ten (10) foot height. The structure must be placed a minimum of seven (7) feet from any wall, subject to any further requirements or restrictions. The structure must be either left natural (if redwood) or painted to match the house color. Roof tile must also match the tile of the house. Lighting attached to the structure is permitted so long as it meets the lighting guidelines herein.

SANITATION

No garbage or trash may be placed on any lot or parcel except in covered containers meeting the City specifications, which must be stored out of sight. Trash cans may be placed out for pickup no more than 12 hours prior to pickup and must be removed from view no more than 12 hours after pickup. Rubbish, debris and garbage shall not be allowed to accumulate.

Each owner shall be responsible for removal of rubbish, debris and garbage not only from his lot or parcel, but also from all public right-of-ways either fronting or alongside his lot or parcel, excluding (a) public roadway improvements, and (b) those areas specified on a Tract Declaration or subdivision plat to be maintained by the City or the Association.

SECURITY LIGHTING/DEVICES

Security lighting must be directed as to not shine on neighboring property.

Security features including but not limited to doors and windows must be submitted for approval.

SECURITY/SCREEN DOORS/SUNSCREENS

Wrought iron security/screen doors need not be submitted for approval provided they are painted to match the base color of the home.

Silver colored aluminum screen/security doors and/or wire screen mesh doors are strictly prohibited on front doors.

Sunscreen that are bronze, gray, charcoal, brown or beige may be installed and do not require approval provided that the window frame matches the sunscreen material or the existing window frames.

Reflective window films are expressly prohibited. Bronze or charcoal non-reflective window tinting may be installed without Architectural Committee approval.

SIGNS

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

1. Signs used by Declarant or a Builder to advertise the lots and residence thereon for sale or lease.
2. One temporary "for sale" or "for rent" sign with a total face area of five (5) square feet or less.
3. Such signs as may be required by law.
4. One residential identification sign with a total face area of eighty (80) square inches or less specifying the residents name/or address.
5. Signs approved by the Architectural Committee.

All signs must conform to applicable municipal ordinances.

Security Signs

Security signs must be located a maximum distance of two (2) feet from the front of the home. Security signs must not exceed 12 inches and must be maintained in good condition at all times.

SOLAR PANELS AND EQUIPMENT

Roof mounted solar equipment (excluding solar panels) must match the roof material. Panels must be an integrated part of the roof design and mounted directly to the roof plane. Solar units must not break the roof ridgeline. Visibility must be minimized from public view, and may be required to be screened from neighboring property in a manner approved by the Architectural Committee. Piping must be painted to match the surface onto which it is mounted.

The Architectural Committee will consider the following factors in determining whether to approve the installation of a solar energy device:

1. Whether feasible alternatives utilizing solar energy are available.
2. Whether any alternative design will be comparable in cost and performance.
3. The feasibility of making the required modifications.
4. The extent to which the property at issue is amenable to the required changes.
5. Whether decisions previously made by the homeowner or prior owner are responsible for limiting or precluding the installation of a solar device rather than the restrictions themselves.
6. The location.
7. The type of housing.
8. The value of the homes in the community.
9. Whether the restrictions impose too great a cost in relation to what typical homeowners in the community are willing to spend.

STORAGE SHEDS

Storage sheds will be permitted and need not be submitted for approval, provided the maximum height of the shed, including roof, does not exceed the height of the immediately surrounding wall(s) or fence(s).

WINDOWS

Permanent draperies or suitable window treatments shall be installed on all front facing windows and windows facing common areas within sixty (60) days of occupancy. 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. 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 home.

PROHIBITED PLANT LIST

The following may NOT be planted or maintained anywhere:

1. Any species of tree or shrub whose mature height may reasonably be expected to exceed twenty (20) feet.
2. **All palms** (Palmae) whose mature height may reasonably be expected to exceed six (6) feet will be prohibited for aesthetic reasons as well as their high maintenance requirements. Dwarf varieties whose mature height may reasonably be expected to be less than six (6) feet high will be allowed only in Private Areas within the confines of a private garden and behind site walls.
SEE NOTE BELOW.
3. **All Pines** (Pinus), **Cypress** (Cupressus), **False Cypress** (Chamaecyparis), **Juniper or Cedar** (Juniperus), except those species specifically approved, whose mature height may reasonably be expected to exceed six (6) feet will be prohibited for aesthetic reasons. Dwarf varieties and those whose mature height may reasonably be expected to be less than six (6) feet, may be used immediately adjacent to the entry to a Residence, or in Private Areas within the confines of a private garden and behind site walls.
4. **Olive Trees** (Olea eurpoaea) will be prohibited for reasons of their profuse production of allergy-producing pollen, as well as for aesthetic reasons.
5. **Oleanders** (Nerium oleander) and **Thevetia** (Thevetia species) will be prohibited for aesthetic reasons as well as for their profuse production of allergy-producing pollen. These poisonous plants will also be prohibited for their high maintenance requirements and excessive height. Dwarf varieties may be allowed in Private Areas within a private garden and behind site walls.
6. **Fountain Grass** (Pennisetum setaceum) will be prohibited as a defined weed with the potential to spread throughout the development, and also as a fire hazard.
7. All varieties of **Citrus** will be prohibited for aesthetic reasons, and for their profuse production of allergy-producing pollen. Dwarf varieties are permissible in Private Areas within the confines of a private garden and behind site walls.
8. **Common Bermuda Grass** (Cynodon dactylon) will be prohibited as a defined weed.
9. Mexican Palo Verde (Parkinsonia aculeatra) will be prohibited as a harbinger of pests and because of its ability to spread throughout the development, thereby altering the present natural desert.
10. **Desert Broom** (Buccharis sarothroides) female plants are prohibited as a defined weed with potential to spread throughout the development. Male plants are acceptable provided they are marked (tagged) as such and purchased from a reputable nursery.

NOTE: Palms are allowed providing they are maintained properly (trimmed at least once a year) and kept clean and tidy.