



INSTRUMENT # 9614108
OFFICIAL RECORDS OF
YAVAPAI COUNTY
MARGO W. CARSON
REQUEST OF:
CITY OF PRESCOTT
DATE: 03/15/96 TIME: 14:40
FEE: 54.00 SC: 4.00 PT: 054
BOOK 3172 PAGE 872 PAGES: 054



DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE HERITAGE

THIS DECLARATION is made on the 15th day of March, 1996,
by WestStar Development, Inc. (TN) Norco, Inc. (FN), a Nevada corporation
(hereinafter referred to as the "Declarant").

WITNESSETH

WHEREAS, the Declarant is the owner of the real property located in
Yavapai County, Arizona, which is described on Exhibit "A" attached hereto).

WHEREAS, Declarant desires to impose certain covenants, conditions and
restrictions upon the real property described on Exhibit "A" attached hereto in
order to establish a general scheme for the development, sale, use and enjoyment
of said real property for the purpose of enhancing and protecting the value,
desirability and quality of life within said real property.

NOW, THEREFORE, the Declarant hereby declares that all of the real
property described on Exhibit "A" hereto shall be held, sold and conveyed
subject to the easements, restrictions, covenants, and conditions contained in
this Declaration and the Architectural Design Process and Guidelines attached
hereto as Exhibit "B" which are for the purpose of protecting the value and
desirability of, and which shall run with said real property and be binding on
all parties having any right, title or interest in said real property or any
part thereof, their heirs, successors and assigns, and shall inure to the
benefit of each Owner thereof.

ARTICLE 1

DEFINITIONS

Section 1.1. "Architectural Design Process and Guidelines" means
those Guidelines attached hereto as Exhibit "B" and incorporated herein by
reference as part of this Declaration.

Section 1.2. "Architectural Design Review Committee" means the
committee established pursuant to Article 3 of this Declaration.

Section 1.3. "Architectural Design Review Committee Rules" means the
rules adopted by the Architectural Design Review Committee.

Section 1.4. "Declarant" means WestStar Development, Inc., its
successors and any person or entity to whom it may expressly assign any or all
of its rights under this Declaration.

Section 1.5. "Declaration" means the covenants, conditions and
restrictions herein set forth in this entire document, including Exhibit "A"
(the legal description of the property) and Exhibit "B" (the Architectural
Design Process and Guidelines), as the same may be amended from time to time.

BOOK 3172 PAGE 872

Section 1.6. "Dwelling Unit" means any building or portion of a building situated upon a Lot designed and intended for use and occupancy as a residence by a Single Family.

Section 1.7. "Eligible Insurer or Guarantor" means an insurer or governmental guarantor of a First Mortgage who has requested notice of certain matters from the Architectural Design Review Committee.

Section 1.8. "Eligible Mortgage Holder" means a First Mortgagee who has requested notice of certain matters from the Architectural Design Review Committee.

Section 1.9. "First Mortgage" means any mortgage or deed of trust on a Lot which has priority over all other mortgages or deeds of trust on the Lot.

Section 1.10. "First Mortgagee" means the holder of any First Mortgage.

Section 1.11. "Improvement" means buildings, roads, driveways, parking areas, fences, walls, rocks, hedges, plantings, planted trees and shrubs, and all other structures or landscaping improvements of every type and kind.

Section 1.12. "Lot" means any parcel of real property designated as a Lot on the Plat.

Section 1.13. "Owner" means the record owner, whether one or more persons or entities, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a Lot. Owner shall not include (i) persons or entities having an interest in a Lot merely as security for the performance of an obligation, or (ii) a lessee or tenant of a Lot. Owner shall include a purchaser under a contract for the conveyance of real property, a contract for deed, a contract to convey, an agreement for sale or any similar contract through which a seller has conveyed to a purchaser equitable title in a Lot under which the seller is obligated to convey to the purchaser the remainder of seller's title in the Lot, whether legal or equitable, on payment in full of all monies due under the contract. Owner shall not include a purchaser under a purchase contract and receipt, escrow instructions or similar executory contracts which are intended to control the rights and obligations of the parties to the executory contracts pending the closing of a sale or purchase transaction. In the case of Lots in which the fee simple title is vested in a trustee pursuant to Arizona Revised Statutes § 33-801, et seq., the trustor under the deed of trust shall be deemed to be the Owner. In the case of Lots in which the fee simple title is vested in a trustee pursuant to a subdivision trust agreement or similar agreement, the beneficiary of such trust who is entitled to possession of the trust property shall be deemed to be the Owner.

Section 1.14. "Plat" means the plat of survey of The Heritage, which plat has been recorded with the County Recorder of Yavapai County, Arizona, in Book 32 of Maps, pages 97-99, and all amendments thereto.

Section 1.15. "Project Documents" means this Declaration and the Architectural Design Review Committee Rules and Guidelines.

Section 1.16. "Property" or "Project" means the real property described on Exhibit "A" attached to this Declaration, together with all buildings and other Improvements located thereon, and all easements, rights and appurtenances belonging thereto.

Section 1.17. "Purchaser" means any person other than the Declarant who, by means of a voluntary transfer, becomes the Owner of a Lot except for (i) an Owner who purchases a Lot and then leases it to the Declarant for use as a model in connection with the sale of other Lots, or (ii) an Owner who, in addition to purchasing a Lot, is assigned any or all of the Declarant's rights under this Declaration.

Section 1.18. "Single Family" means a group of one or more persons, each related to the other by blood, marriage or legal adoption, or a group of persons not all so related, together with their domestic servants, who maintain a common household in a dwelling.

Section 1.19. "Single Family Residential Use" means the occupation or use of a residence by a Single Family in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulations.

Section 1.20. "Visible From Neighboring Property" means, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE 2

ARCHITECTURAL DESIGN REVIEW COMMITTEE; RESIDENCE CONSTRUCTION, ARCHITECTURAL CONTROL AND SWIMMING POOLS

Section 1. Residence Construction. All Dwelling Units and Improvements shall be consistent in quality and construction with The Heritage Architectural Design Process and Guidelines, as from time to time amended, and with the provisions hereof. It is expressly understood that no contractor, in its capacity as a contractor constructing improvement or Dwelling Units within the Project, shall in any way be deemed an agent, partner, or representative of Declarant. Each Owner, by acceptance of a deed to any Lot, acknowledges and agrees that neither Declarant nor its members, agents, partners, representatives nor employees shall have any responsibility, obligation or liability whatsoever relating in any way to or arising out of the construction of improvements or Dwelling Units upon the Project or upon any Lot. Such matters, and any liability relating thereto, shall be solely between the Owner and the contractor.

Each Owner shall be required to use competent contractors and subcontractors for the construction of improvements upon any Lot, and shall also employ the services of a licensed architect authorized to prepare plans and architectural renderings necessary for submittal to the Architectural Design Review Committee. The Architectural Design Review Committee may in its discretion refuse to approve construction proposed by a contractor who has demonstrated poor quality work and substandard performance, and may also disapprove of plans prepared by an architect in cases where such architect has similarly performed in a substandard manner.

Section 2. Architectural Control. No improvements, alterations, repairs, excavations, grading, landscaping or other work which in any way alters the exterior appearance of a Lot, or the Improvements thereon, from its natural or improved state shall be made or done without prior approval, in writing, of the Architectural Design Review Committee. No building, wall, fence, yard, ornament or decoration or other structure of any nature whatsoever shall be commenced, erected, maintained, improved, altered, placed or made on any Lot without prior written consent of the Architectural Design Review Committee.

In connection therewith, any Owner requesting such approval shall follow the submittal and approval process outlined in The Heritage Architectural Design Process and Guidelines, as from time to time amended including, without limitation, detailed plans and specifications showing all construction details, including the nature, shape, height, color, materials, floor plans, location, and approximate cost thereof and such other matters as may be requested by the Architectural Design Review Committee. The entire scope, nature and character of all construction, landscaping, alteration, modification, repainting, rebuilding, repairing, and all other improvements shall be evidenced by the plans submitted. All subsequent additions to or changes or alterations in any building, Dwelling Unit, fence, wall or other structure or improvement shall be subject to the submittal and approval process in The Heritage Architectural Design Process and Guidelines, as from time to time amended, including, without limitation, the exterior color scheme and all changes in the grade of Lots. No changes or deviations in or from the plans and specifications, once approved by the Architectural Design Review Committee may be made without the prior written approval of the Architectural Design Review Committee and all construction must be completed in accordance with the approved plans and specifications.

The Architectural Design Review Committee shall have the right from time to time to enter upon any Lot to inspect the progress of the improvements and may, without obligation, suspend or revoke approval if the improvements are not in conformance with the approved plans, in which case all construction shall cease until such non-complying items have been corrected or remedied by the Owner or his contractors and agents. Should the Architectural Design Review Committee be required to conduct more than the usual number of inspections (presently three in number) contemplated by The Heritage Architectural Design Process and Guidelines, an additional inspection fee established by the Architectural Design Review Committee shall be paid by the Owner to the Architectural Design Review Committee. The Architectural Design Review Committee or the Declarant may bring an action at law or in equity to enjoin the erection of non-complying structures or the installation of non-complying landscaping or other improvements, and all costs and attorney's fees incurred shall be paid by the Owner to the Architectural Design Review Committee, and the Architectural Design Review Committee shall have a lien therefor upon the Lot in question.

Notwithstanding the foregoing, Declarant shall not be required to obtain Architectural Design Review Committee approval with respect to the building of homes, or any Improvements, alterations, repairs, excavations, grading, landscaping, additions or changes installed or made by Declarant with respect to the Project.

As more particularly set out in The Heritage Architectural Design Process and Guidelines, incorporated herein by reference and as from time to time amended, the Architectural Design Review Committee shall have the right to

deny approval of any plans or specifications which are not, in its opinion, suitable or desirable for aesthetic or any other reasons, and shall have the right to take into consideration the harmony and conformity of the proposed improvements with the surrounding buildings, the materials to be used and the compatibility of the same with the surrounding area, and the effect of such proposed improvements as seen from adjacent or neighboring properties. All decisions of the Architectural Design Review Committee shall be final, and no Owner or other parties shall have recourse against the Architectural Design Review Committee for its refusal to approve any such plans and specifications. All structural improvements must also be in conformance with the City and/or County building code requirements as per approved plans and an issued building permit. All construction shall be prosecuted diligently from commencement until completion. The construction period shall in no case be longer than twelve months unless authorized and approved in writing by the Architectural Design Review Committee.

Approval of the plans and specifications shall be evidenced, if at all, by the written endorsement of the Architectural Design Review Committee made on the plans and specifications. No changes or deviations in or from the plans and specifications shall be made without the written approval of the Architectural Design Review Committee. After construction is completed, no further change, including any change of exterior color, shall be made without the written permission of the Architectural Design Review Committee.

For purposes of this Article, architecture and improvements shall be deemed to include, but not limited to, buildings, fixtures, radio antennae, television antennae, satellite stations or dishes, walls, fences, street address signs, copings, awnings, sunshades, or any similar structures and any landscaping and any and all other related matters.

Section 3. Alterations and Modifications - Discretion of Architectural Design Review Committee. In reviewing plans for alterations, modifications, additions or other changes to a structure upon a Lot, the Architectural Design Review Committee shall exercise its discretion in deciding whether or not an alteration or modification is in harmony with the overall scheme of subdivision development. The Architectural Design Review Committee shall have the right to deny alterations or modifications for aesthetic reasons if the Architectural Design Review Committee considers the alteration or modification to be unattractive in relation to the overall scheme of development, or if the Architectural Design Review Committee considers the alteration or modification to be a nuisance or upset of design, or if the Architectural Design Review Committee considers the alteration or modification to be in contrast to or out of harmony with the style of existing structures, or if the physical views of the Properties will be disrupted by the alteration or modification. The Architectural Design Review Committee may elicit the opinion of other Owners, including the neighbors of the Owner submitting the plan for alteration or modification, as to the conformity and harmony of the proposed plan with the overall scheme of development, and the effect that the proposed plan might have on the physical views of other Owners. After eliciting these opinions, the Architectural Design Review Committee may, but need not, take them into account in making its final decision of approval or disapproval of an alteration or modification to an existing structure. While the opinion of no single Lot Owner will control a decision of the Architectural Design Review Committee, within its own discretion, the Architectural Design Review Committee may, but need not, attach whatever significance it deems sufficient to the statements of residents and/or neighbors of the resident submitting the proposed

alteration or modification to an existing structure.

Section 4. Swimming Pool Option. Subject to the limitations set forth hereinafter and in The Heritage Architectural Design Process and Guidelines, the owner of any Lot may make application to the Architectural Design Review Committee for the right, in accordance with the provisions of this Section, to construct, within his Lot, a swimming pool or jacuzzi whirlpool for the exclusive use and benefit of such Owner. The Owner shall submit to the Architectural Design Review Committee such plans and specifications for the construction of the Pool as deemed necessary by the Architectural Design Review Committee to enable them to determine whether to allow construction of the pool. The Architectural Design Review Committee may disapprove the proposed Pool if, because of its size, location, visibility or any other factor, the construction of that particular Pool would have an adverse impact on the Properties, any other Owner, or the general plan of development for the Project.

If the Architectural Design Review Committee authorizes construction of a Pool, the Owner shall submit to the Architectural Design Review Committee a complete set of all working drawings, plans and specifications, a copy of all permits required by any governmental authority for the construction of the Pool and a bond, in such form and amount acceptable to the Architectural Design Review Committee, guaranteeing, at the discretion of the Architectural Design Review Committee, one or both of the following: the completion of construction of the Pool within a reasonable time; or the restoration of the property on which the Pool was to be located to a condition similar to the condition of such property prior to commencement of construction of the Pool. The construction of the Pool shall comply with all applicable governmental regulations.

Upon receiving approval from the Architectural Design Review Committee and after submitting all required materials to the Architectural Design Review Committee, the Owner shall diligently proceed with the construction of the Pool. If construction is not completed within four months after commencement of construction, the Architectural Design Review Committee may elect to either cause the Pool to be completed or cause the property to be restored to its former condition, and the Owner shall have no right to proceed with the construction. Any costs incurred by the Architectural Design Review Committee in connection therewith, including court costs and attorney's fees, shall be immediately due and payable from such Owner to the Architectural Design Review Committee and may be assessed by the Architectural Design Review Committee against such Owner as a lien on such Owner's Lot.

In the event that the Owner fails to maintain the Pool in a safe and sanitary condition and in accordance with such rules and regulations as may be adopted by the Architectural Design Review Committee, the Architectural Design Review Committee may elect to maintain the Pool and assess the costs thereof against the Owner as a lien on such Owner's Lot.

The Owner shall provide liability insurance, in such form and amount acceptable to the Architectural Design Review Committee, relating to the construction and use of the Pool.

Each Owner shall indemnify and save Declarant and the Architectural Design Review Committee harmless for, from and against any claim arising out of any act, omission or negligence of an Owner or Owner's agents or employees with respect to the Pool, or arising from any accident, injury or damage to any person or property occurring in, on or about the Pool and against all costs,

including attorneys' fees, expenses and liabilities incurred in connection with any such proceeding.

Section 5. Organization, Power of Appointment and Removal of Architectural Design Review Committee Members. An Architectural Design Review Committee is hereby established to perform the functions set forth in this Declaration with respect to architectural control and other controls contained in The Heritage Architectural Design Process and Guidelines. The Architectural Design Review Committee shall be organized as follows:

(a) Committee Composition. The Architectural Design Review Committee shall consist of three (3) members and two (2) alternate members. None such members shall be required to be an architect or to meet any other particular qualifications for membership. The Architectural Design Review Committee may employ a consulting architect initially designated by Declarant. In the event one or two of the regular members are absent or disabled, the remaining Architectural Design Review Committee member or members, even though less than a quorum, may, but are not required to, designate either or both of the alternate members to act as substitutes and such alternates shall then assume the full authority of regular members of that meeting. The consulting architect shall have no voting rights on the Architectural Design Review Committee, and the members of the Architectural Design Review Committee (but not the consulting architect) shall serve without compensation. An alternative consulting architect may be appointed by Declarant (or by the Architectural Design Review Committee after Declarant no longer possesses its right of appointment of the members of the Architectural Design Review Committee) in the event the consulting architect is unavailable or should have a conflict of interest.

(b) Initial Members. The initial members and alternates of the Architectural Design Review Committee shall be appointed by the Declarant.

(c) Terms of Office. The term of office for each Architectural Design Review Committee member shall be two (2) years or until the appointment of a successor. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Any member who has resigned, been removed or whose term has expired may be reappointed if such member accepts reappointment.

(d) Appointment and Removal. The right to appoint and remove members of the Architectural Design Review Committee at any time so long as Declarant owns a single lot shall be and is hereby vested solely in the Declarant or its nominee. Notwithstanding the foregoing, the Declarant may at any time relinquish the right to appoint and remove members of the Architectural Design Review Committee. Upon such early relinquishment by Declarant of its right to appoint the members of the Architectural Design Review Committee and after the Declarant owns no Lots, the right to appoint and remove all regular members of the Architectural Design Review Committee at any time shall be and is hereby vested solely in the Owners by majority vote; provided, however, that no regular member may be removed from the Architectural Design Review Committee except by the vote or written consent of 51% of all of the Owners. The regular members shall have the right to appoint up to two (2) alternate members of the Architectural Design Review Committee. Such appointees must be Owners at the time of such appointment and shall serve until such time as the regular members designate. Exercise of the right of appointment and removal of regular members, as set forth herein, shall be evidenced by the recordation of a declaration

identifying each new regular member appointed to the Architectural Design Review Committee and each regular member replaced or removed therefrom and shall not be effective until a notice setting forth the name and address of the person or persons appointed or removed is signed by the owners of more than 50% of Lots and recorded.

It is understood that Declarant reserves the exclusive right to appoint or remove the members of the Architectural Design Review Committee until Declarant no longer owns a single Lot within the Project.

(e) Resignations. Any regular or alternate member of the Architectural Design Review Committee may at any time resign from the Architectural Design Review Committee by recording a notice of their resignation.

Section 6. Duties. It shall be the right and duty of the Architectural Design Review Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof and of The Heritage Architectural Design Process and Guidelines, to adopt Architectural Design Review Committee Rules, and to carry out all other duties imposed upon it by this Declaration. Without in any way limiting the generality of the foregoing provisions of this Section, the Architectural Design Review Committee or any member thereof may, but is not required to, consult with or hear the view of any Owner with respect to any plans, drawings, specifications or other proposals submitted to the Architectural Design Review Committee.

Section 7. Meetings. The Architectural Design Review Committee shall meet from time to time as necessary to perform its duties hereafter, shall appoint a committee chairman, and shall prepare Minutes of Meetings. The vote of any two members at a meeting shall constitute the act of the Architectural Design Review Committee unless the unanimous decision of the Architectural Design Review Committee is otherwise required.

Section 8. Architectural Design Review Committee Rules. The Architectural Design Review Committee may, from time to time, adopt, amend and repeal rules and regulations (as amended from time to time, "The Heritage Architectural Design Process and Guidelines"). The Architectural Design Review Committee shall interpret and implement this Declaration by setting forth the standards and procedures for design review and the guidelines for architectural design, landscaping, color schemes, exterior window coverings, exterior finishes and materials and similar features which are recommended or required for use within the Property (The Heritage Architectural Design Process and Guidelines). The Heritage Architectural Design Process and Guidelines may, without limitation, establish minimum square footage requirements for Dwelling Units, requirements for the establishment of parking spaces for residents and guests, as well as driveway construction standards, the posting of bonds to assure compliance with the regulations established, the fencing or other provisions of landscaping, standards for roofs, chimneys and lighting equipment, the imposition of fines, builder and contractor regulations and guidelines, height regulations, excavation, grading and clearing limitations, and other requirements or standards designed to protect and enhance the Lots. A cash bond, certificate of deposit, letter of credit or performance bond (hereinafter "Bond") in the amount of \$10,000.00 (or such other amounts as may from time to time be set by the Architectural Design Review Committee) shall be provided to the Architectural Design Review Committee by each Owner proposing to construct a dwelling, and such bond shall be unconditional and in form acceptable to the

Architectural Design Review Committee. Such bond shall be in force and effect at all times until completion of construction, and shall be released upon written approval of the Architectural Design Review Committee, but without representation or warranty whatsoever relating to such construction or completion. At the discretion of the Architectural Design Review Committee, the requirements of this paragraph relating to bonds may be waived.

The Heritage Architectural Design Process and Guidelines shall at all times be a part of and shall be deemed to be a part of this Declaration and shall be binding on all Owners or other persons as if expressly set forth herein. The Heritage Architectural Design Process and Guidelines may not conflict with the provisions hereof.

Section 9. Waiver. The approval by the Architectural Design Review Committee of any plans, drawings or specifications for any work done or proposed, or of any other matter requiring the approval of the Architectural Design Review Committee under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

Section 10. Time for Approval. Subject to the other provisions contained herein, in the event the Architectural Design Review Committee fails to approve or disapprove any design and location within forty (40) days after said plans and specifications have been submitted to it (or within such later time as the Architectural Design Review Committee may establish by the Architectural Design Process and Guidelines), approval will not be required and the Owner will have been deemed to have complied with this Article. Notwithstanding the foregoing, in the event the Architectural Design Review Committee shall notify the requesting Owner within such time period that it is necessary to obtain independent advice from a licensed architect, professional designer, or other construction or engineering consultant, then the time period for approval or disapproval of said plans and specifications shall be extended to the date that is thirty (30) days after the date that such advice is obtained following submittal of such plans and specifications.

Section 11. Processing Fee. With respect to any requests made to the Architectural Design Review Committee to review any plans, drawings or specifications for any work done or proposed, the Architectural Design Review Committee may, consistent with The Heritage Architectural Design Process and Guidelines, establish processing fees for such requests or actions. The payment of such fees shall be condition precedent to any Architectural Design Review Committee action on such request or other item, and the nonpayment of such fee shall be deemed to toll the time for approval of such items set forth in Section 10 of this Article.

Section 12. Liability. Neither the Architectural Design Review Committee nor any member thereof nor the Declarant shall be liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings or specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; (c) the development of any Lot, or (d) the execution and filing of any estoppel certificate, whether or not the facts therein are correct; provided, however, that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by him. Without in any way limiting the generality of the foregoing provisions of

this section, the Architectural Design Review Committee, or any member thereof, may, but is not required to, consult with or hear the views of the Declarant or any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the Architectural Design Review Committee.

ARTICLE 3

PERMITTED USES AND RESTRICTIONS

Section 3.1. Residential Use. All Lots shall be used, improved and devoted exclusively to Single Family Residential Use. No gainful occupation, profession, trade or other nonresidential use shall be conducted on any Lot.

Section 3.2. Animals. No animals, birds, fowl, reptiles, poultry, or livestock, other than a total of two (2) generally recognized house or yard pets, shall be maintained on any Lot and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal shall be maintained so as to be Visible from Neighboring Property. No Owner or any lessee or guest of an Owner shall permit any dog or other pet being kept on a Lot to relieve itself on another Owner's Lot. It shall be the responsibility of such Owner, lessee or guest to remove immediately any droppings from pets. No dog, cat or other pet shall be permitted to run at large, and each dog, cat or other pet shall be confined entirely to an owner's Lot except that a dog, cat or other pet shall be permitted to leave an owner's Lot if such pet is at all times kept on a leash not to exceed six (6) feet in length and is under the direct control of the Owner.

Section 3.3. Antennas. No antenna, satellite television dish antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation, including, without limitation, Citizen's Band or Ham Radio signals shall be erected, used or maintained outdoors on any Lot without the prior written approval of the Architectural Design Review Committee.

Section 3.4. Utility Lines and Drainage Easements. No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures. No structure, landscaping or other improvement shall be placed, erected or maintained upon any area designated on the Plat as a public utility easement which may damage or interfere with the installation and maintenance of utilities. No structure, landscaping or other improvement shall be placed, erected or maintained upon any area designated on the Plat as a drainage easement which may change the direction or flow of drainage channels in such easement areas or which may obstruct or retard the flow of water through drainage channels in such easement areas. Such public utility easement areas, and all improvements thereon, shall be maintained by the Owner of the Lot on which the easement area is located unless such easement area is to be maintained by the utility company or a county, municipal or other public authority. The drainage easement areas, and all improvements located thereon, which are a part of a Lot shall be maintained,

repaired and replaced by the Owner of the Lot or which the drainage easement is located.

Section 3.5. Temporary Occupancy. No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind shall be used at any time for a residence on any Lot, either temporary or permanent. Temporary buildings or structures used during the construction of a residence or other structure on a Lot shall be removed immediately after the completion of construction.

Section 3.6. Trucks, Trailers, Campers and Boats. No mobile home, motor home, trailer, truck, camper, truck with camper shell, boat, boat trailer or similar vehicle or equipment shall be parked, kept, placed, maintained, constructed, reconstructed, serviced or repaired on any street (public or private), Lot, or other property without the prior written approval of the Architectural Design Review Committee except for (a) emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any Improvement approved by the Architectural Design Review Committee, (b) trucks, trucks with camper shells, mini-vans, motor homes and other recreational vehicles which can be placed inside the Owner's garage with the garage door closed, and (c) trucks, trucks with camper shells, motor homes and recreational vehicles owned by any guest or invitee of an Owner or the tenant of an Owner which are parked on a Lot during such time as the guest or invitee is visiting the Owner or tenant, but in no event for more than seven (7) days during any six (6) months period of time.

Section 3.7. Parking. All vehicles of Owners and of their lessees, employees, guests and invitees shall be kept in garages, or residential driveways of the Owners; provided, however, this Section shall not be construed to permit the parking in the above-described areas of any vehicle whose parking is otherwise prohibited by this Declaration or the parking of any inoperable vehicle.

Section 3.8. Nuisances. No nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupant. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except fire detection and security devices used exclusively for such purposes, shall be located, used or placed on any property.

Section 3.9. Repair of Buildings. No building, landscaping or other Improvement upon any Lot shall be permitted to fall into disrepair, and each such building, landscaping or other Improvement shall at all times be kept in good condition and repair by the Owner thereof.

Section 3.10. Trash Containers and Collection. No garbage, rubbish or trash shall be placed or kept on any Lot except in those covered containers which are authorized by the City of Prescott or its authorized agent. 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. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No incinerators shall be kept or maintained on any Lot.

Section 3.11. Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot unless they are erected, placed or maintained in such a manner as to not be Visible From Neighboring Property or from any streets or driveways.

Section 3.12. Encroachments. No tree, shrub or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any Lot sidewalk, street, pedestrian way or other area from ground level to a height of twelve (12) feet.

Section 3.13. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or repair of a residence, appurtenant structures, or other Improvements constructed by the Declarant or approved by the Architectural Design Review Committee.

Section 3.14. Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller lots or parcels by any Owner other than the Declarant, and no portion less than all of any such Lot shall be conveyed or transferred by any Owner other than the Declarant.

Section 3.15. Signs. No signs whatsoever (including, without limitation, commercial, political, "for sale", "for rent" and similar signs) shall be erected or maintained on any Lot except:

(a) One residential identification sign with a total face area of eighty (80) square inches or less;

(b) Such signs as may be required by legal proceedings; and

(c) One "for sale" or "for rent" sign no larger than nine (9) inches high by twelve (12) inches wide, made of metal and must be of the pre-established colors and graphics approved by the Architectural Design Review Committee. All signs posted on the property are subject to the above restrictions and conditions.

Section 3.16. Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of structures, improvements or signs necessary or convenient to the construction, development, identification or sale of Lots or other property within the Project.

Section 3.17. Mineral Exploration. No Lot shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth, or any earth substance of any kind and no derrick or other equipment designed or intended for any such activity shall be erected, placed, constructed or maintained on any Lot.

Section 3.18. Diseases and Insects. No Owner shall permit any thing or condition to exist upon any property which could induce, breed or harbor infectious plant diseases or noxious insects.

Section 3.19. Common Walls. No wall or fence shall be constructed upon any Lot without prior written approval thereof.

(a) The rights and duties of Owners of Lots with respect to any common walls or fences approved by the Architectural Design Review Committee shall be as follows:

(i) The Owners of contiguous Lots who have a common wall or fence shall both equally have the right to use such wall or fence provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner;

(ii) In the event that any common wall or fence is damaged or destroyed through the act of an Owner, it shall be the obligation of such Owner to rebuild and repair the common wall or fence without cost to the other Owner or Owners;

(iii) In the event any such common wall or fence is damaged or destroyed by some cause other than the act of one of the adjoining Owners, his agents, tenants, licensees, guests or family (including ordinary wear and tear and deterioration from lapse of time), then, in such event, both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly at their joint and equal expense;

(iv) The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title;

(v) In addition to meeting the other requirements of this Declaration and of any other building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild a common wall or fence shall first obtain the written consent of the adjoining Owners.

Section 3.20. Outdoor Burning. There will be no outdoor burning of trash or other debris; provided, however, that the foregoing shall not be deemed to prohibit the use of normal residential barbecues or other similar outside cooking grills.

Section 3.21. Fuel Tanks. Without the prior written approval of the Architectural Design Review Committee, no fuel tanks of any kind shall be erected, placed or maintained on the Property except for a propane or similar fuel tank with a capacity of fifteen (15) gallons or less used in connection with a normal residential gas barbecue or grill.

Section 3.22. Window Coverings. No reflective materials, including, without limitation, aluminum foil, reflective screens or glass, mirrors or similar type items, shall be installed or placed upon the outside or inside of any windows of any residence or other structure without the prior written approval of the Architectural Design Review Committee. No enclosures, drapes, blinds, shades, screens or other items affecting the exterior appearance of a residence or other structure shall be constructed or installed in any residence or other structure without the prior written consent of the Architectural Design Review Committee.

Section 3.23. HVAC and Solar Panels. No heating, air conditioning, evaporative cooling or solar energy collecting unit or panels shall be placed,

constructed or maintained upon any Lot without the prior written approval of the Architectural Design Review Committee.

Section 3.24. Garages and Driveways. The interior of all garages situated on any Lot shall be maintained in a neat, clean and sightly condition. Garages shall be used only for the parking of vehicles and the storage of normal household supplies and materials and shall not be used or converted for living quarters or recreational activities without the prior written consent of the Architectural Design Review Committee. All materials used to construct driveways must result in a finished color similar to or matching the surrounding ground, rocks, boulders, etc. Garage doors shall be left open only as needed for ingress and egress.

ARTICLE 4

EXTERIOR MAINTENANCE AND REPAIR; VIOLATIONS; LIEN RIGHTS

Section 4.01 Exterior Maintenance and Repair. Maintenance and repair of all improvements on a Lot shall be the sole responsibility of the Lot Owner. The maintenance and repair shall be undertaken in a manner and with such frequency as shall keep each lot in an attractive and well-maintained condition in conformity with all other Lots in the subdivision.

Section 4.02 Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not relief sought is for negative or affirmative action, by Declarant, the Architectural Design Review Committee or any Owner or Owners of Lots within the Project. Each of such entities shall have all of the rights which may be provided for in this Declaration, and which may be available at law or in equity as a result of such violation, and may prosecute any action or other proceedings against such defaulting Owner for enforcement by injunction or specific performance or to recover damages or other amounts due to such entity by the defaulting Owner. In the event any such entity employs an attorney to enforce any lien granted to it under the terms of this Declaration or to collect any amounts due from an Owner whether to enforce compliance with or to recover damages for violation or noncompliance with this Declaration, the prevailing party in any such action shall be entitled to recover from the other party its reasonable attorney's fees, court costs, expert witness fees and all other expenses incurred in any such action. However, any other provision to the contrary notwithstanding, the Declarant, the Architectural Design Review Committee or the duly authorized agent of either of them, or any Owner, shall have the right, but not the obligation, to perform any act to bring any Lot into full compliance with this Declaration and any and all costs associated with such act shall be recouped as set forth in Section 4.04 below.

Section 4.03 Notice. There is hereby created a right to record a written notice of a violation (or suspected violation) by any Owner of any restriction or provision of this Declaration or the Architectural Design Review Committee Rules. The notice shall be executed and acknowledged by the Architectural Design Review Committee and shall contain substantially the following information:

1. The name of the Owner;

2. The legal description and street address of the Lot against which the notice is being recorded;

3. A brief description of the nature of the violation;

4. A statement of the specific steps which must be taken by the Owner to comply with this Declaration or the applicable rule.

Recordation of this notice shall serve as notice to the Owner and to any subsequent purchaser of the Lot that there is a violation of the provisions of this Declaration or the Architectural Design Review Committee Rules. The Architectural Design Review Committee may charge any Owner a reasonable fee as and for its costs incurred by investigating the suspected violation, preparing the notice, obtaining legal advice in connection therewith, and recording and other fees. Neither the Architectural Design Review Committee, the Declarant, nor any member or agent thereof, shall be liable to any Owner or prospective or subsequent Owner for the failure to record any notice or for the recording of such notice if the recording was made or done based upon a good-faith belief that the same was in the best interest of the Owners. If, after the recordation of such notice, it is determined by the Architectural Design Review Committee that the suspected violation referred to in the notice does not exist or that the actual violation referred to in the notice has been cured, the Architectural Design Review Committee shall record a notice of compliance which shall state the legal description, street address and Lot number against which the notice of violation was recorded, the recording data identifying the recorder's document number or docket and page where the notice of violation was recorded, and shall state that the violation referred to in the notice of violation has been cured or, if such be the case, that it did not exist.

Section 4.04 Lien Rights. Payment of the fees described in the foregoing paragraph and any costs incurred by the Architectural Design Review Committee or Declarant and chargeable to any Owner pursuant to the terms hereof shall be enforced by a lien filed against such Owner's lot, and foreclosed in the same manner as a mortgage under Arizona law.

Section 4.05 Subordination of the Lien to Mortgages. The lien as provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Dwelling Unit shall not affect the lien. However, the sale or transfer of any Dwelling Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Dwelling Unit from liability.

ARTICLE 5

EASEMENTS

Section 5.1. Architectural Design Review Committee's Right of Entry. During reasonable hours, the Architectural Design Review Committee, any member thereof or any authorized representative of them, or the Declarant shall have the right to enter upon and inspect any Lot, excluding the interior of any residence located thereon, for the purpose of making inspections to determine whether the provisions of this Declaration and the Architectural Design Review Committee Rules are being complied with by the Owner of said Lot.

ARTICLE 6

GENERAL PROVISIONS

Section 6.1. Enforcement. Any Owner or the Declarant or the Architectural Design Review Committee shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner or the Declarant or the Architectural Design Review Committee to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6.2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6.3. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be terminated at any time by the written approval or the affirmative vote of Owners representing not less than ninety percent (90%) of the Lots and the Declarant if the Declarant owns any Lots within the Project. Any termination of this Declaration shall be evidenced by a Declaration of Termination signed by the Chairman of the Architectural Design Review Committee and recorded with the County Recorder of Yavapai County, Arizona.

Section 6.4. Amendment.

(a) Except for amendments which may be executed by the Declarant pursuant to Subsection (b) of this Section, the Declaration or the Plat may only be amended by the written approval or the affirmative vote of Owners of not less than ninety percent (90%) of the Lots.

(b) The Declarant may amend this Declaration or the Plat, without obtaining the approval or consent of any Owner or First Mortgagee, in order to conform this Declaration or the Plat to the requirements or guidelines of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or any federal, state or local governmental agency whose approval of the Project, the Plat or the Project Documents is required by law or is requested by the Declarant.

(c) So long as the Declarant owns any Lot, any amendment which would delete or modify any right granted to the Declarant by this Declaration must be approved in writing by the Declarant.

(d) Any amendment approved pursuant to Subsection (a) above shall be recorded with the County Recorder of Yavapai County, Arizona. Any such amendment shall certify that the amendment has been approved as required by this Section. Any amendment made by the Declarant pursuant to Subsection (b) above shall be executed by the Declarant and shall be recorded with the County Recorder of Yavapai County, Arizona.

Section 6.5. Violations of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

Section 6.6. Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

Section 6.7. Delivery of Notices and Documents. Any written notice or other document relating to or required by this Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: If to the Declarant or the Architectural Design Review Committee at The Heritage Sales and Information Office, Sierry Peaks Drive, Prescott, Arizona; if to an Owner, to the address of his Lot or to any other address last furnished by the Owner to the Architectural Design Review Committee; provided, however, that any such address may be changed at any time by the party concerned by recording a written notice of change of address and delivering a copy thereof to the Architectural Design Review Committee. Each Owner of a Lot shall file the correct mailing address of such Owner with the Architectural Design Review Committee, and shall promptly notify the Architectural Design Review Committee in writing of any subsequent change of address.

Section 6.8. Binding Effect. By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the Property and hereby evidences his intent that all the restrictions, conditions, covenants, rules and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners. Declarant, its successors, assigns and grantees, covenant and agree that the Lots and the other rights created by this Declaration shall not be separated or separately conveyed, and each shall be deemed to be conveyed or encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the Lot.

Section 6.9. Management Agreements. Any agreement for professional management of the Architectural Design Review Committee or any other contract providing for services of the Declarant, or other developer, sponsor or builder of the Project shall not exceed one year. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice.

Section 6.10. Gender. The singular, wherever used in this Declaration, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions of this

Declaration apply either to corporations or individuals, men or women, or any other legal entity, shall in all cases be assumed as though in each case fully expressed.

Section 6.11. Topic Headings. The marginal or topical headings of the sections contained in this Declaration are for convenience only and do not define, limit or construe the contents of the sections in this Declaration.

Section 6.12. Survival of Liability. The termination of ownership of a Lot shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with such ownership, or impair any rights or remedies which the Architectural Design Review Committee or Declarant may have against such former Owner arising out of or in any way connected with such ownership and the covenants and obligations incident thereto.

Section 6.13. Construction. In the event of any discrepancies, inconsistencies or conflicts between the provision of this Declaration and the Architectural Design Review Committee Rules, the provisions of this Declaration shall prevail.

Section 6.14. Joint and Several Liability. In the case of joint ownership of a Lot, the liabilities and obligations of each of the joint Owners set forth in or imposed by this Declaration shall be joint and several.

Section 6.15. Attorneys' Fees. In the event the Architectural Design Review Committee or Declarant employs an attorney to enforce any lien granted to it under the terms of this Declaration or to collect any other amounts due from an Owner or to enforce compliance with or recover damages for any violation or noncompliance with the Project Documents, the prevailing party in any such action shall be entitled to recover from the other party its reasonable attorneys' fees incurred in any such action.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the day and year first above written.

WestStar Development, Inc. (TN),
Norco, Inc. (FN), a Nevada
corporation, Declarant

By

Its:

EXHIBIT "A"

Lots 1 through 20, THE HERITAGE, recorded in Book 32 of
Maps, pages 97-99, records of Yavapai County, Arizona.

EXHIBIT "B"

TABLE OF CONTENTS

ARCHITECTURAL DESIGN PROCESS AND GUIDELINES	1
Architectural Design Review Committee	1
Design Review Procedures	2
Pre-Design Conference	2
Preliminary Design Submittal	2
Final Design Review and Approval	4
Construction Requirements	6
Remodeling and Additions	8
Fees and Deposits	8
Procedural Flow Chart	9
 SITE DEVELOPMENT	 11
Site Planning	11
Grading	11
Retaining Walls	12
Drainage	12
Easements	13
 LANDSCAPE	 14
Maintenance	16
Vacant Homesites	16
Existing Trees	17
 ARCHITECTURE	 18
Design Philosophy	18
Design Features	19
Materials	20
Building Setbacks	20
Mailboxes	21
Signage	22
Walls and Fences	22
Exterior Lighting	22
Pools, Therapy Pools, Spas	23
Ancillary Structures	23
Solar Energy	23
Height and Size Restrictions	23
Garages	24
Examples: Architectural Styles	25
 GENERAL RULES FOR CONTRACTORS & SERVICE PERSONNEL	 26

ARCHITECTURAL DESIGN PROCESS AND GUIDELINES

Majestic pines, boulders, giant rock outcroppings, panoramic views of mountains and forest; this is The Heritage. A special place to live, to enjoy, to share. This blend of nature, beauty and tranquillity is worthy of great care in planning and preservation.

To this end, it is of the utmost importance that the homes in The Heritage are creatively conceived, environmentally sensitive and demonstrate architectural integrity.

For this purpose, an Architectural Design Review Committee will review all designs, plans and construction for:

- Consideration of primary site design issues.
- Sensitivity to the natural surroundings of the homesite.
- Excellence in architectural design and execution.

The Architectural Design Process and Guidelines have been created to provide property owners, architects, home builders and contractors with a set of parameters for the preparation of their drawings and specifications and the appropriate execution thereof.

Architectural Design Review Committee

The Heritage is designed to be a unique community of mountain homes. The community's Covenants, Conditions and Restrictions do not list specific design items necessary for plan approval. Rather, the authority to approve or disapprove individual building and landscaping plans is given to the Architectural Design Review Committee. The Architectural Design Review Committee does not seek to restrict individual creativity or preferences, but rather maintain within the overall community the aesthetic relationship between homes, natural surroundings, community neighbors, and a forested mountain country environment.

The Architectural Design Review Committee is composed of not less than three (3) members comprised of the Declarant of the Covenants, Conditions and Restrictions or Declarant's assigns or successors. Additionally, an architect or other design professional, who may or may not be an owner, may serve on or act as a consultant to the Architectural Design Review Committee and other members, the Declarant may or may not choose, from time to time, at Declarant's sole option.

The Architectural Design Review Committee will use the Architectural Design Process and Guidelines for the purpose of review, but may individually consider the merits of any design due to special conditions that, in the opinion of the Architectural Design Review Committee, provide benefits to the adjacent areas, the specific site or to the community as a whole.

Prior to the commencement of any construction, an APPLICATION FOR APPROVAL of such work must be submitted by the property owner or their respective agent to the Architectural Design Review Committee. Applications are available in The Heritage Sales and Information Center. Approval by the Architectural Design Review Committee must be received, in writing, prior to the start of any clearing, grading, construction, landscaping, or obtaining of any permits. The authority to approve or disapprove building and landscape plans is provided by the Covenants, Conditions and Restrictions for The Heritage, Article 2.

Design Review Procedure

You will find it helpful to acquaint yourself with the Architectural Design Process and Guidelines prior to the initiation of the design process. The Architectural Design Process and Guidelines outline the basic requirements and characteristics of design employed by the Architectural Design Review Committee in reviewing and approving plans, including architectural, site, and landscaping plans. By following these Architectural Design Process and Guidelines, the Architectural Design Review Committee tries to ensure that each home in The Heritage will be specially designed for its owner, utilizing the unique features of the homesite.

We encourage homesite owners to retain the services of professional designers and builders who have acquainted themselves with the Architectural Design Review Committee, and have demonstrated an understanding of the quality and standards that will be required at The Heritage. All builders and designers must be approved by The Heritage Architectural Design Review Committee, in writing, prior to performing any work at The Heritage. Builder approval forms are enclosed in the Architectural Design Process and Guidelines. Approval of a builder by the Architectural Design Review Committee is not a guarantee that designs and plans will be approved or that the quality of construction will be acceptable.

Before selecting a builder and/or architect, homesite owners should check with the Architectural Design Review Committee to determine if the professional they are considering has been approved for work at The Heritage. If not, the homesite owner should obtain a copy of The Heritage APPROVAL form from the Sales and Information Center. The builder and architect will need to complete the application and submit it to the Architectural Design Review Committee for review and approval. The Architectural Design Review Committee may conduct additional research to determine the qualifications of designers or builders.

Pre-Design Conference

It is the responsibility of the homesite owner to acquaint his or her building and design team with the Architectural Design Review Committee and the Architectural Design Process and Guidelines. The City of Prescott has jurisdiction over The Heritage community. The City of Prescott Building and Planning Departments should be contacted at the beginning of the planning process to ensure compliance with their requirements. Compliance with all governmental regulations is the obligation of the homesite owner.

To establish the design concept, the owner or designer should meet informally with the Architectural Design Review Committee to discuss and consider approaches, ideas, designs, and to review any preliminary design sketches which the homesite owner may have had prepared. The Architectural Design Review Committee will review, with the owner or agent, their design approach to confirm in general the intent to follow the Architectural Design Process and Guidelines and the appropriateness of the design concept.

Preliminary Design Submittal

The Pre-Design Conference should give the owner and his design team sufficient direction to prepare the Preliminary Design Submittal. This submittal should consist of the exterior elevation drawings and a site plan showing existing and proposed grades, property lines and building setbacks.

The Preliminary Design Submittal package should contain three (3) sets of the following:

1. Survey: Prepared by licensed surveyor providing the existing topography. Indicate all existing physical features that impact the development (trees, rock outcrops, drainage facilities, natural drainage ways, etc.).
2. Floor Plans, drawn to $\frac{1}{4}" = 1'0"$ scale with exterior dimensions.
3. Subfloor elevations drawn to $\frac{1}{4}" = 1'0"$ scale.
4. Elevations, drawn to $\frac{1}{4}" = 1'0"$ scale, with accurate grade lines indicated. All exterior elevations shall have enough detail to allow the Architectural Design Review Committee to make an effective review of the plan. Items that should be included in the elevation drawings are: identification of exterior materials and finish (including trim and detail), roof pitches, plate heights, window and door treatment, decks, chimneys, post and railings, walls and fences, etc.
5. Roof Plan, drawn to $\frac{1}{4}" = 1'0"$ scale.
6. A site plan to scale of $\frac{1}{8}" = 1'0"$ showing:
 - a. Property lines.
 - b. Verified actual contours (not taken from aerial topography, see item #1 above).
 - c. Existing grades, proposed finish grades and preliminary drainage plan including area drains, swales, and natural drainage patterns.
 - d. Home location, setbacks and easements.
 - e. Driveway and turn-around locations and dimensions, guest parking location (minimum of 2).
 - f. Culverts, pipes, headwalls, mailbox location, walks, patios and A/C and garbage enclosure locations.
 - g. The elevations of the highest and lowest points of the building foot print on the original-natural grade and major building corners.
 - h. The elevation of the highest point on the building.
 - i. The maximum height of the structure vs. the applicable deed restriction.
 - j. Rear deck/patio size, location, materials, finish and floor elevation.
 - k. Existing trees - all trees with trunks eight (8) inches or more in diameter four (4) feet above the base at natural grade must be indicated and designating those which must be removed.

1. All rock outcroppings and designating those which must be altered or removed.

m. Fence and wall locations showing: design, materials, heights, finish, colors.

7. The completed Application for Approval form.

8. Processing fee of \$ _____. Re-submittal fee of \$ _____. Please make checks payable to The Heritage Architectural Design Review Committee. Homesite owners should submit the completed Application Form, along with the plans described above, to the Architectural Design Review Committee. The Architectural Design Review Committee will review the plans and contact the owner within fourteen (14) working days from the weekly submittal deadline, which is Thursday at 3:00 p.m.

Final Design Review and Approval

After preliminary review and approval of the materials and design concept, the owner or his agent must submit a final set of blueprints (working drawings), a detailed site plan of the home, including grading and drainage plans, and a landscaping and irrigation plan showing type, size and quantity, and location of plant material, for the final design approval.

The Architectural Design Review Committee's Final Design Review procedure is also structured for a fourteen (14) working-day review period from the final plan submittal deadline to final plan approval. Applicants should submit three (3) sets of final construction plans as further defined below:

1. It is the Owner's responsibility to determine what plan submittals are required by the Prescott Planning and Building Departments. For the Architectural Design Review Committee, completed Working Drawings should be submitted on 24"x36" minimum sheet size, be in the order as stated below, and consist of the following information:

SHEET ONE: SITE PLAN
1/8" = 1'0" scale showing:

- a. A site plan drawing to the existing topography and the proposed finish grades. The grading plan should include all drainage information including swales, retention areas, berm and erosion control measures, if required. This grading plan will need to be approved by the Architectural Design Review Committee before any earth is moved on the homesite.
- b. First floor and basement floor elevations should be shown with respect to the site grades.
- c. Indicate driveway widths, drainage culverts, pipe and headwalls, mailbox location, sidewalks, patios, fences and walls, air conditioning and garbage enclosure locations.
- d. Show rear deck size with stairs, if any, to the lower grade.
- e. Indicate the garage back-up distance, at least 28' (30' recommended), plus a minimum of 3' between the edge of the driveway and the property

4

BOOK 3172 PAGE 895

line.

- f. Show any extreme site conditions including terrain, trees to be retained, trees to be removed, large rocks, boulders and rock outcroppings, and indicate those which will be required to be altered, partially removed, or totally removed.
- g. Show all the proposed structures.
- h. Show the lengths, designs, height, finish, color, and location of all walls (retaining and freestanding) and fences.
- i. Representative cross section demonstrating relationship of house and site. Show existing natural grade and proposed new grade.
- j. Provide North arrow on basement plan to show relationship to site plan.

SHEET TWO & THREE: LANDSCAPE & IRRIGATION PLANS $1/8" = 1'0"$ scale

- a. The irrigation plan should include the point of connection to the water source, pipe location and sizes, head and drip emitter locations, zone limits, and controller location.
- b. Landscape plans should show all trees, shrubs, groundcover and lawn locations, and be drawn and spaced to scale. Plans should include a plant schedule which lists all plants and specifies common and botanical name, height and width minimums, container size, quantity, quality and typical spacing if applicable.

SHEET FOUR: BASEMENT PLAN: $1/4" = 1'0"$

- a. Walk-out basements should indicate windows, doors, patio areas, stoops, deck columns, retaining walls, and all interior spaces.
- b. Complete dimensions, applicable detail bubbles, location of section cuts, and room identifications.

SHEET FIVE: FIRST FLOOR PLAN: $1/4" = 1'0"$

- a. Indicate decks, patios, stoops, retaining walls, trash enclosures, air conditioning screening, front entry step sizes, materials and finishes, driveway areas and all interior spaces of the first floor.

SHEET SIX: SECOND FLOOR PLAN: $1/4" = 1'0"$

- a. Complete dimensions, applicable detail bubbles, location of section cuts, and room identifications.

SHEET SEVEN: ROOF PLAN: $1/4" = 1'0"$

- a. Indicate all roof areas and corresponding slopes.
- b. Indicate lower roof projections, roof overhangs, chimney locations and all interior spaces.

SHEET EIGHT & NINE: BUILDING ELEVATIONS: $1/4" = 1'0"$

- a. Building elevations should match the floor plans and be labeled to match

the site plan orientation.

- b. Articulate "all" elevations, including hidden elevations, with finishes, window types, trims, and exterior architectural details. Show the proposed finish grades against elevations, garbage screens, air conditioning location, screens, decks, rear stairs and the maximum height from the average natural grade to the uppermost roof peak. (For maximum heights, see Height and Size Restrictions, page 22.) Also show exterior post and rail system details.

SHEET TEN: SPECIFICATIONS AND SCHEDULES:

Scale as required.

1. Final construction specifications may be included on drawings or in book form on 8½"x11" sheets.
2. Also, submit the exterior color scheme and material selections. Include any brick (should be compatible in texture and color with natural surrounding stone), stone (should be compatible in texture and color with natural surroundings), siding, and roof material samples. If exterior is stucco, provide sufficient details of finish and application or sample, if possible.

We suggest that you create a Color Board and Materials Sample using 8½"x11" format providing samples, color chips, etc. Photos showing typical installation may be helpful aids.

3. The completed Application for Approval form.
4. Site Specific Soils Report.
5. Perspective (optional).
6. Site Model (optional).
7. Story Poles when required by the Architectural Design Review Committee.

When revisions of the items required to be modified are minor, all parties shall affix signatures on the comments sheet attesting to such and one (1) set of all documents will be returned to the homesite owner marked "Approved as Submitted" or "Approved as Noted". Plans needing to be extensively modified will be denied and will have to be resubmitted.

The Architectural Design Review Committee will retain the final drawings for a maximum period of one hundred eighty (180) days subsequent to approval. If work has not started or a continuance not received by the owner or owner's agent within the above time period, the approval will then automatically expire.

Construction Requirements

The Architectural Design Review Committee will promptly offer its comments on the Final Design Submittal within fourteen (14) working days after the submittal deadline and, with final design approval, the plans will be ready for building permit application and construction.

Along with the final design approval from the Architectural Design Review Committee, other requirements will include:

1. A realistic construction schedule should be provided showing the start and finish dates of construction. This should be submitted when final plan approval is obtained.
2. The acquisition of a building permit from the City of Prescott.
3. A refundable construction deposit must be submitted by the homesite owner prior to requesting a site inspection for authorization to begin construction. The Architectural Design Review Committee will determine the amount of the deposit and may increase or decrease the deposit. The construction deposit is currently \$10,000.00. These funds will be utilized to repair any damage caused by construction personnel or equipment to adjacent property or amenities, or used to clean the construction site if necessary. Checks should be made payable to "The Heritage/Construction Deposit".
4. Following plan approval and prior to construction, each homesite owner or his agent, upon staking his/her home in the field, shall request the Architectural Design Review Committee to make a site inspection. Staking shall be done with a continuous ribbon defining configuration of residence and side property lines. Ribbons should be put around any individual trees to be removed outside the ribbon area. Inspection shall be made within three (3) working days of the request and authorization to proceed with clearing and construction operations will be issued immediately thereafter, provided the staking complies with the approved plans.
5. After construction has started, one must submit a "spot" survey showing the location of the foundation. This should be provided after foundation is formed but prior to pouring concrete. The survey should include the top of the foundation elevation. This step allows the Architectural Design Review Committee to confirm that the proper setbacks and floor elevations are in place and the survey should be done by a licensed surveyor.
6. Contractors are reminded of the requirement to keep sites clean. No stockpiling of debris is allowed. Weekly clean-up is required. The street right-of-way is also to be maintained. If sites are not maintained or any damage to adjoining property or The Heritage property occurs through the construction process, you will be notified by phone of the violations by the Architectural Design Review Committee. Owners will have three days to respond before the work is performed by the Architectural Design Review Committee, the cost of which will be deducted from the construction deposit. If the deposit is not sufficient to cover the cost of clean-up, the additional balance will be collected from the homesite owner.
7. Upon completion of all development and construction improvements, if requested by the Architectural Design Review Committee, the home owner or builder must submit an as-built survey to the Architectural Design Review Committee. This survey should be in 1" = 30' scale or larger and include a print and mylar sheet showing all existing site improvements.
8. Contractors are responsible for providing on-site parking for their work crew's vehicles. Driveways and parking areas shall be covered with 6"

of crushed stone or gravel to permit workers' cars to be parked, to afford easy ingress and egress for material deliveries and to improve the appearance of the development and its sites. Care should be taken to preserve and restore the finished grades of the road shoulders and drainage ditches as needed.

Remodeling and Additions

Remodeling and additions to existing improvements are required to meet the same criteria as new construction. All criteria concerning aesthetics, color, site location, architecture, landscaping, grading and excavation, roof, height limit, solar collectors, satellite television, setbacks, lighting, etc., will be of significant concern to the Architectural Design Review Committee. An approval from the Architectural Design Review Committee is required for this work just as it is for new construction.

Prior to starting any work on any changes to the existing home or homesite, the homeowner should contact the Architectural Design Review Committee to determine which plans will be required for the review process. All fees and deposits will be applicable, but may be reduced, or waived, if the Architectural Design Review Committee feels the degree of review needed does not warrant the full fee.

Fees and Deposits

The owner will be charged a \$ _____ processing fee for the design submittal. The Architectural Design Review Committee shall have the right to increase this amount as stated in the Covenants, Conditions and Restrictions, Article 2, Section 11. This fee has been established to partially cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, inspectors or attorneys retained by the Architectural Design Review Committee. The Architectural Design Review Committee may charge an owner a reduced fee or bulk fee if he is processing plans for more than one home or is processing plans for remodeling, additions or landscaping that, in the opinion of the Architectural Design Review Committee, do not warrant the full processing fee.

The owner or the contractor shall place a cash deposit with the Architectural Design Review Committee prior to requesting a site inspection. This construction deposit, as established by the Architectural Design Review Committee, is \$10,000.00. This deposit will be fully refunded upon completion of all improvements, including landscaping, clean-up and acceptance by the Architectural Design Review Committee, provided there is no damage by the owner and/or his contractors to the public or private improvements or other lots within the community. Re-submittal may require an additional processing fee. Fees and deposits noted above are subject to change by the Architectural Design Review Committee.

The Application for Approval, processing fee, damage deposit, and all other materials necessary for the Architectural Design Review Committee to approve a residence must be delivered to:

The Heritage Sales and Information Center
Sierry Peaks Drive
Prescott, Arizona

(NOTE: A mailing address will be provided when available.)

Procedural Flow Chart

The flow chart below represents the steps necessary to build a residence in The Heritage. It is important to mention that any deviation from these procedures would cause unnecessary delays or additional costs if approvals are not obtained prior to construction.

- **Pre-Design Conference**

Pre-Submittal Meeting: Design Concept
Conformance to Prescott Building Codes

- **Preliminary Design Review**

Three sets of Plans showing:
Floor Plans
Elevations
Site Plans
Preliminary Grading Plan
Lot Survey
Application Form

- **Final Design Review Approval**

Three sets of:
Soils Report
Site Plan
Final Grading Plan
Landscape Plan
Irrigation Plan
Basement Plan (if applicable)
First Floor Plan
Second Floor Plan
Roof Plan
Building Elevations
Exterior Architectural Details
Specifications and Schedule
Color and Material Selections
Application Form
Processing Fee of \$ _____

- **Construction Requirements**

Construction Schedule
Building Permit
Damage Deposit - \$10,000.00
Staking of the house and site inspection request
Spot Survey required at completion of foundation forming
As-built survey showing improvements may be required at completion
Copy of the City of Prescott Certificate of Occupancy

- **Remodeling and Additions**

(Same process as Final Design Review Approval)

SITE DEVELOPMENT

The Architectural Design Review Committee shall consider each site independently, and shall give extensive consideration to the individual impact of each plan upon adjacent homesites and the appearance from the streets. Care must be taken to locate the landscaping and each structure, whenever possible, so as not to infringe upon view corridors, adjacent structures, homesites, and natural amenities of the land.

Special consideration should be given to the topographical features of the homesite. It is important to the community that homes are located on the property in a manner that does not adversely affect views from the adjacent homes. Proper treatment must be given to the site's natural amenities including existing vegetation, environmentally sensitive areas, stream channels, and natural drainage ways. Driveway access and the height of structures will be studied closely by the Architectural Design Review Committee.

Site Planning

The siting of a house is a critical and important design decision. The site plan concept developed for each homeowner should reflect functional needs, and also be sensitive to the property's unique characteristics and inherent design opportunities.

Site surveys and topographical information are the responsibility of the homesite owner. The owner is required to use a surveyor to obtain this information, and also to plot significant trees and site conditions. Therefore, a Survey of each lot will be required and must be submitted at the time of the Preliminary Design Review.

Grading

The design and development concepts of the community call for the maintenance of the existing grades in as much of the original condition as possible. Of particular importance are the homesites which have been developed to reflect the natural contours of the surrounding property. Many of these homesites are on varied terrain and will require creative architectural design considerations.

The Architectural Design Review Committee is particularly conscious of site utilization and desires not to disrupt the natural terrain in most cases. The Architectural Design Review Committee is keenly aware that, whenever possible, structures should be designed around the specific homesite. Homes located on sloping lots should be sited to take advantage of the hillsides by stepping down the slope. It is important to remember that the beauty of our development is the land and its natural features and that the architecture should complement and enhance rather than compete with or detract from this beauty.

In order to help ensure compliance with this philosophy, a grading plan will be required as part of the design submittal. Grading approval must be obtained from the Architectural Design Review Committee before earth is moved. Individual lot grading for home foundations, driveways, patios, etc., must be done in such a way as to maintain a natural looking result, not one that looks "engineered" or unnatural. Absolutely no grading whatsoever shall be permitted without first obtaining this authorization.

All grading reviews shall be subject to the jurisdiction of the Architectural Design Review Committee and shall be considered individually for each lot. Recommendations or demands will be based upon individual homesite locations, terrain, soil conditions, drainage, cuts and fills, and whatever other conditions the Architectural Design Review Committee feels impact upon the site grading design. Changes from existing grades and drainage patterns and subsequent liability is the responsibility of the owner and his professional design team.

Retaining Walls

An effort should be made in the grading design to minimize the use of retaining walls. However, the Architectural Design Review Committee understands that situations will arise that require their use. If retaining walls are required, they should be constructed of materials that compliment or match those used on the residence or the natural surroundings.

Any retaining wall that is greater than 3 feet in height should be designed or reviewed by a structural engineer. Exposed retaining walls greater than 5 feet in height will not be allowed without a variance from the Architectural Design Review Committee.

Drainage

Drainage considerations for individual sites play an important part of the overall ecological balance of the site. Water runoff for each individual homesite must be handled by adequately sloping all areas so that runoff can be directed to the natural drainage areas or to storm drainage facilities. All roof drains must be kept in a closed drainage system with out-falls provided through improved drainage swales filled with appropriate stones or rocks to meet professional landscaping standards.

Site drainage should be detailed on the grading plan. All sheet flow should be directed into drainage swales, area drains or street curb and gutter. Although the Architectural Design Review Committee will review drainage plans, the homesite owner is fully responsible for water runoff and drainage control of his homesite. A soils engineering firm should be consulted and its recommendations followed concerning the use of swales and underground drainage. The finished ground surface of each lot shall be maintained to slope away from all structures at a minimum of five percent (5%) grade for at least five (5) feet or to a drainage swale located at least two and one-half (2½) feet from all structures. Landscaping may not be installed in any manner which interferes with the storm drainage improvements or which traps or ponds water adjacent to a residence.

Site and drainage plans will be closely studied to ensure that proper area drain systems and/or diversion routes are designed to prevent runoff into sensitive areas or other homesites. Approval of site and drainage plans does not relieve the owner, engineer or contractor of liability for any damage to their property or adjacent properties.

///

///

///

Easements

It is not recommended that anything be constructed within sewer, water, or drainage easements. However, landscaping may be permissible, but any cost associated with the removal of such to access underground pipes and improvements is the responsibility of the homesite owner. Landscaping should never be installed in such a way as to interfere with the proper drainage of storm runoff.

LANDSCAPE

A strong emphasis is placed on landscaping in the architectural review process. Quality landscaping is important to both the appearance of each individual home and the overall continuity of the community. The landscape design for The Heritage should attempt to blend the picturesque natural features of the site in such a way that the aesthetic qualities are emphasized.

To ensure that the overall beauty of the community is preserved and enhanced, the Architectural Design Review Committee has the authority to approve or disapprove landscape plans for individual residences. It is for this reason that The Heritage requires a landscaping plan be submitted for the final review process.

The determining factor of good landscape design should always be the architecture and location of the residence. The Architectural Design Review Committee will take into account the various relationships between the home, the site, and adjacent homes, views, prevailing breeze, and other amenities in making decisions regarding specific landscape plans.

Fundamental to the design criteria is the need for gardens and lawns to harmonize with the native terrain and natural beauty of the community and also appropriately blend with any adjacent landscapes. Owners will be encouraged by the Architectural Design Review Committee to use landscape material indigenous to the existing area.

In planning the landscape design, consideration should be given to water conservation. The design should incorporate techniques which limit the landscape's water demands such as use of drought tolerant plants and limited turf areas.

Landscape plans should be fully detailed and accurately drawn to an appropriate scale ($1/8" = 1'0"$) on a full-sized site plan. The plans should show contours and elevations clearly, as well as drainage provisions, and all pertinent site and architectural information including an accurate outline of the building with doors, windows, stoops, decks and other features accurately located and drawn. The particulars of outdoor surfaces such as walks, decks, patios, driveways, courtyards, etc., should also be specified. If spas, retaining walls or head walls are to be installed, architectural drawings of installation should be provided with an articulation of the materials to be used.

Completion of Landscaping

Landscaping for all homes must be completed, in accordance with the approved landscape plan, prior to occupancy of the home. Variances will be permitted only in cases of severe hardship or inclement weather.

Irrigation

At The Heritage, irrigation is required to establish and maintain landscape plantings on each lot. Each landscaped area should have full coverage, automatic irrigation systems installed and maintained by the homebuilder/homeowner. The automatic irrigation system should be designed in accordance with all local and state laws, rules and regulations governing or relating to irrigation systems. The homeowner's system should also be

designed to meet all water conservation practices required by the City of Prescott.

The irrigation system should include and consider the following:

BACKFLOW PROTECTION

1. Irrigation connection to domestic (potable) water supply to the residence shall include a shut-off valve and backflow prevention device that is approved by the City of Prescott for use with single-family residential irrigation systems. The preferred method of backflow protection is with a Reduced Pressure Principle backflow preventer.
2. Backflow prevention assemblies shall be installed in accordance with local codes and screened from view as much as possible by landscape design features.

AUTOMATIC IRRIGATION CONTROLLERS

1. Automatic irrigation controllers shall be capable of at least two separate programs with at least three start times for each program. Controllers shall be programmed for regular operation to occur during the evening between the hours of 8:00 p.m. and 8:00 a.m. Controllers shall be programmed to provide the minimum amount of water for healthy plant growth, and to use multiple start times for dividing up run times to allow water to penetrate the soil effectively to prevent run-off. Programming shall be adjusted on a regular basis in response to seasonal conditions.
2. Controllers shall be designed to activate low voltage (24 vac) solenoid remote control valves that are installed to service the irrigation system.

REMOTE CONTROL VALVES

1. Remote control valve zones shall be developed with consideration for similar plant water use requirements (i.e., lawn separated from shrub and groundcover zones), and similar irrigation equipment uses (i.e., spray sprinkler separated from rotary sprinkler zones); rotary zones and spray zones separated from drip zones.

PRESSURE REGULATION

1. Water pressure shall be regulated if necessary to efficiently operate the equipment installed by using one or more of the following methods:
 - A. Pressure regulating valve installed in irrigation main to regulate entire system pressure.
 - B. Pressure regulating remote control valves for required control zones.
 - C. Pressure compensating sprinklers or emitter outlets.

IRRIGATION METHODS

1. The landscape design shall, as much as possible, create "hydrozones" (zones of plant material that have similar water requirements) which

will be irrigated by a method of water application that is appropriate for healthy root establishment and plant growth.

2. Spray and rotary sprinklers may be used in turf, groundcover, and combination groundcover/shrub hydrozones where uniform distribution of water over an entire hydrozone is appropriate.
 - A. Spray and rotary sprinklers shall use low volume nozzles where possible and shall have matched precipitation rates within each control valve zone.
 - B. Spray and rotary sprinkler nozzle radius, trajectory, and arc shall be appropriate to avoid over spray onto hardscapes, structures, adjacent properties, and adjacent hydrozones with different requirements.
 - C. Spray and rotary sprinkler zones shall be controlled to apply water at an appropriate rate for infiltration into the soil and plant root zone and to avoid run-off or ponding.
3. Bubblers and drip emitters may be used in groundcover, shrub, combination groundcover/shrub, and tree hydrozones where "point-of-emission" water application to planting within the hydrozone is appropriate.
 - A. Bubblers and drip emitter zones shall be controlled to apply water at an appropriate rate for infiltration into the soil and plant root zone, and to avoid run-off or ponding.
4. Check valves shall be utilized in sprinkler bodies and/or lateral piping where necessary to prevent low outlet drainage after each control zone completes its programmed operation cycle.

SYSTEM MAINTENANCE

1. All irrigation systems shall be monitored on a regular basis; not less than once every two weeks during peak season operation, and not less than once per month during off season operation.
2. Maintenance monitoring shall include a valve-by-valve system observation sequence, with necessary adjustments or repairs noted and corrected. Seasonable programming adjustments shall be made at each monitoring session as well.

Maintenance

It is the homeowner's responsibility to keep his or her landscape well maintained and to promptly replace any dead or dying plant material.

Vacant Homesites

Some homesite owners may not elect to start construction immediately after purchasing in The Heritage. While vacant, these homesites must be kept clear of dead material (including trees), fallen branches, debris, shrubs, and other vegetation.

Existing grass and lawn areas must be trimmed or cut to a height of 6" or less

and be clear of all weeds and unsightly vegetation. Any removal of dead trees must be reviewed by the Architectural Design Review Committee prior to extraction. Failure to maintain a homesite in an acceptable condition will result in notification to the homeowner by the Architectural Design Review Committee of the infraction. Homeowners will have ten (10) working days to complete the work. If the homesite is not properly cleared or maintained, then the Architectural Design Review Committee will have the work performed at the expense of the homeowner.

Existing Trees

In the development of The Heritage, much effort has been put into designing the land plan and site grading so that the healthy existing trees that occur on site can be preserved. Some homesites contain these existing trees and every effort should be taken by your design team to preserve them. However, the Architectural Design Review Committee understands that this is not always possible. Therefore, prior to removal of any existing trees, a written consent from the Architectural Design Review Committee must be received. The Architectural Design Review Committee will allow the removal of an existing tree if the applicant can demonstrate that (a) the tree has a trunk diameter less than 8" at four feet above ground; or (b) there are no reasonable design alternatives that would save the tree.

Care must be exercised during construction, and afterwards, not to change the soil environment within the "drip line" (area underneath branches where roots are concentrated to soak up rainwater) of existing trees.

The Architectural Design Review Committee at its discretion may require that a fence be erected at the drip line of an existing tree during construction if it is located precariously close to any home construction or lot grading and is of sufficient size and stature to warrant special precautions.

ARCHITECTURE

It is the intent of these guidelines to give property owners and their architects or designers a set of criteria that will make the entire community a more attractive place to live. These guidelines are created to encourage a community of individual outstanding architectural statements that, when viewed together, produce a unique and special environment.

Architectural designs should be respectful and sensitive to the natural features that exist, i.e., topography, rock-outcroppings, boulders, trees, and any other native features. Therefore, in order to protect each lot owner's value and investment in their property, certain architectural styles shall be encouraged and considered acceptable. Completeness of design shall also be closely monitored, as well as architectural integrity and authenticity. The highest level of quality execution of each design during the construction process is required and shall also be closely monitored by the Architectural Design Review Committee. A small sampling of acceptable architectural styles may be found following Page 24 herein.

Design Philosophy

Terms such as "sound design" and "good taste" are difficult to describe and even more difficult to legislate. Good architectural design should incorporate architectural elements that have withstood the test of time, and each architect should strive to design a home that has integrity, simplicity, and a sense of proportion.

It is desirable for the homes of our community to exhibit the individuality of their owners as well as the characteristics of the selected architectural style. But it is also important that they observe the basic design principles in good architecture:

- Is the residence located on the site with a minimum disruption to the natural topography and landscape?
- Will the various building materials allow a pleasing and harmonious exterior appearance for the residence?
- Are the colors appropriate and used with restraint?
- Is there a consistent scale used throughout the design of the residence?
- Is each element designed in proportion to the others?
- Are the specific features of the architectural style well developed and carefully detailed?
- Have these features been researched to achieve a degree of authenticity?

The following elements are to be encouraged: intelligent selection of details related to a well-designed floor plan; sensitive interpretation of styles within constraints of budget and site; consistency of site planning, landscaping and architecture; and logical use of materials. Openings should be properly placed and spaced, and have well executed details that are consistent with the architectural style.

The design of each residence must be compatible with the architecture of the surrounding homes whether they are existing, under construction or approved by the Architectural Design Review Committee. This applies to all elements of the design process including architecture, grading, fencing, and landscaping.

The following elements are to be avoided; harsh contrasts of color and/or materials; illogical or inappropriate combinations of scale; poorly executed details and extreme interpretations of the components of each style.

Design Features

1. The main roof pitches should be consistent with the architectural style of the home. Roof forms should be well organized and demonstrate the same character on all sides of the residence. Shed roof forms are discouraged. Eave lines should align whenever possible. Eaves and rakes should be articulated by multiple fascia boards, cove and crown molds or gutters. Gutters and down-spouts shall be used at all eave lines unless deemed inappropriate. All roof structures such as attic vents, plumbing vents, gutters, etc., should be painted to match the roof colors and be positioned behind the roof crown.
2. Windows and doors should reflect restraint in the number of types, styles and sizes. Consistency of detailing on all elevations should be maintained. All openings should be articulated through the use of shutters, flat or arched lintels, projecting sills or surrounds. Windows should be located on all elevations and be properly spaced and proportioned. Shutters, if incorporated, should be sized to the opening and be located on all elevations. Shutters should be traditional in design and in keeping with the architectural style.
3. The main entrance should have a sense of prominence that is reflected on the design. The main entrance should contain more detail than other openings but be consistent in styling.
4. A raised deck and its supports should incorporate materials which relate to the residence such as brick, stucco or stone. If wood posts are used, they should be a minimum of 6" x 8" with base and capital detailing.
5. Quoins, when utilized in the design, should be expressed on the side elevations as well as the front and on all elevations when used.
6. In most instances, bay windows should be carried down to grade or express visual support of a cantilevered condition. When bay windows are stacked in a 2-story condition, the blank panel between all facets should be articulated.
7. Please indicate on building elevations and/or on the application form garage door material and finish. Glass should not be used in garage doors. Raised panel doors are preferred.
8. Masonry or stone facing used as a veneer material on the front of a residence should return around a corner to a logical point of termination such as an inside corner. Ending the veneer at an outside corner which would expose the edge of the material is not acceptable.
9. Flue pipes are required to be encased with a chimney. Roof vents should

be on the rear side of the roof ridge. Skylights should be flat so as not to protrude from the roof surface. All roof vents should be painted to match the roof color.

10. Chimneys should be properly located and in correct proportion to the mass of the home. Chimneys should be designed with appropriate breaks for character.
11. Dormers should be designed in keeping with the architectural style. Dormers must be correctly located on the roof and not be too large or out of proportion.

Materials

1. Exterior walls may incorporate any of the following: brick, stucco, stone, or wood. Bricks should be earth-tone in color. Brick textures should not have contrived surfaces. Stucco finishes must be refined to a certain degree of quality. A well-applied "sand" finish, or "semi-smooth" or "smooth" finish, or something comparable in quality, will be required of all stucco exteriors.
2. Acceptable roofing materials are: slate, concrete or clay tile (flat or barrel), commercial grade metal with appropriate color, standing seamed copper, fiberglass slate shingles or shakes, etc. No asphalt or fiberglass "composition" type shingles or shakes will be permitted. No wood shingles or shakes are permitted by City ordinance. All roof materials must be rated Class B fire retardant or better.
3. Windows and doors should be made of wood, aluminum, fiberglass, vinyl, vinyl-clad wood or aluminum-clad wood. Alternate window materials will be considered on a case-by-case basis. Glazing shall be clear or gray tinted only. Reflective glass will not be accepted.
4. Siding should be constructed from natural woods such as redwood and cedar. ALUMINUM, MASONITE OR COMPOSITION BOARD WILL NOT BE ALLOWED.
5. All materials used in driveway construction must result in a finished color similar to or matching the color of the surrounding ground, rocks, boulders, etc.
6. All color and material selections will be reviewed during final design review. Warm earth-tone colors including, but not limited to, tans, certain shades of cream, rusts, buffs, rose beige, ocher, terra cotta and other soft colors that are similar to or matching the natural surroundings, are required. Trim colors can accent but must be appropriate or architecturally authentic. Visible elements such as gutters, trellises, and down-spouts should match the color of the architectural element they are attached to, or be of a complimentary color. Stark white, bright pastels or bright intense colors in large expanses will not be allowed. Color selections may be denied if they are not in keeping with the above criteria.

Building Setbacks

The City of Prescott has established minimum standards for building setbacks for various types of residential structures. The setbacks required by the City, however, are not to be construed as setbacks that would be approved by

the Architectural Design Review Committee.

The Architectural Design Review Committee has provided setback requirements for homesites, based on their size, to ensure that the community will be pleasing in appearance from views not only from the street but also from the side and rear views. Each architect and designer should carefully consider the natural characteristics of the site and work within the review process to achieve the long-term aesthetic goals of the community.

Rear yard setbacks dictate the limits of the building envelope.

All setback requirements may be modified due to unique site characteristics that dictate such change to preserve the aesthetic integrity of the particular site or the community as a whole with the permission of the Architectural Design Review Committee, subject to minimum setbacks established by the City of Prescott.

Outdoor elements of the house which are attached to the home (such as decks, porches, and wing walls) are considered to be part of the house and will not be allowed to encroach into setback areas, except as variances in the case of unique site characteristics, which the Architectural Design Review Committee may consider on a case-by-case basis. Patios, walks, etc., may encroach into setback areas but must be kept a minimum of 3' off the property line.

For lots not less than thirty-five thousand (35,000) square feet in size, the minimum front yard is fifty (50) feet measured from the front lot line. The minimum front yard setback may be reduced to forty (40) feet if the garage is oriented in such a way that access into the garage is from either side yard so that the garage doors are not facing the street adjacent to the front lot line. The minimum side yard setbacks shall be twenty (20) feet measured from each side lot line. If any side yard shall be less than twenty (20) feet from the side lot line, as approved by the Architectural Design Review Committee, any wall less than twenty (20) feet from the side lot line shall have fire resistive specifications approved by the Prescott Fire Department. If a lot borders on two (2) or more streets, or on common driveways, the setback for the lot lines bordering on the streets or common driveway shall be forty (40) feet unless otherwise approved by the Architectural Design Review Committee. The minimum rear yard setback is thirty (30) feet measured from the rear lot line. All lots less than thirty-five thousand (35,000) square feet in size shall have the following setbacks:

Front yard setback measured from the front lot line shall be a minimum of thirty (30) feet and twenty-five (25) feet if the garage doors are oriented to either side lot line. Side yards shall be a minimum of fifteen (15) feet measured from the side yard lot lines. If any side yard shall be less than fifteen (15) feet, as approved by the Architectural Design Review Committee, any wall less than fifteen (15) feet from the side lot line shall have fire resistive specifications approved by the Prescott Fire Department. If a lot borders on two or more streets, or on common driveways, the setback for the lot lines bordering on the streets or common driveway shall be twenty (20) feet. The rear yard setback shall be twenty-five (25) feet measured from the rear lot line.

To the extent that modifying conditions exist with respect to lots as reasonably determined by the Declarant or by the Architectural Design Review Committee, different setbacks for such lots may be permitted by the Declarant or the Architectural Design Review Committee. All modified setbacks must also

be approved by the City of Prescott if they are less than the City's established minimums.

Mailboxes

The design, selection and construction of mailboxes must be approved by the Architectural Design Review Committee at time of Final Plan Review. Mailboxes must be incorporated into individual entry or other monuments subject to the following criteria. Entry or other monuments that surround the mailbox shall not exceed 5'0" in height and 2'6" in width. The materials used to construct the monuments shall match or compliment the materials utilized on the home elevation and/or hardscape. Mailbox location and design must be shown on the landscape plans. The Prescott Post Office should be consulted to determine acceptable mounting height for box. Mailboxes must be constructed and installed prior to final inspection by the Architectural Design Review Committee.

Signage

Homesite owners will be permitted one sign for the re-sale of their property. Signs shall not exceed 9 inches in height and 12 inches in width and must be made of metal and use the pre-established colors and graphics for signs approved by the Architectural Design Review Committee. All other signs posted on any lot are subject to the above restrictions and conditions.

Walls and Fences

Walls and fences around the perimeter lot lines of each lot are prohibited. However, it is recognized that families may have a necessity to construct walls and fencing to some degree due to pets, children, privacy, etc. All walls and fences must be approved by the Architectural Design Review Committee in writing prior to the initiation of any construction thereof. The Architectural Design Review Committee may approve walls and fencing if, in the Architectural Design Review Committee's opinion, they are not intrusive to the natural setting of the lot on which they are to be constructed or upon any other lot or to The Heritage, in general. A restricted and limited amount of walls and fencing may be allowed depending on the relationship of the size of the area to be walled or fenced to the overall lot size. Walls and fences should be considered as an extension of the architecture of the residence. They should serve to make a transition between the mass of the architecture and the natural forms of the site. All walls and fences should be designed to be compatible with the total surrounding environment and should not block natural views. They should be considered as design elements to extend and relate the building forms to the landscape, as well as to assure security and privacy elements. Natural trees, shrubs and landscaping will be required to soften or integrate fences and walls into the surrounding area. Walls and fences also require the obtaining of permits from the City of Prescott.

Acceptable materials include stucco, stone, brick, or wrought iron. Maximum height for walls and fences is six (6) feet. The Architectural Design Review Committee has the authority to grant variances for fence height if, in its sole opinion, the circumstances warrant an increase.

Careful consideration must be given as to visual impacts on other lots or surrounding areas.

Exterior Lighting

As with all exterior design work, lighting should be used to enhance the overall design concept of the home in an aesthetically pleasing manner. Exterior and landscape lighting must not infringe upon adjacent neighbors; therefore, glare shields are requested to eliminate bright spots and glare sources. Exterior lighting should utilize low-voltage or similar non-glare direct task type fixtures and they should be as close to grade as possible. As no bare light bulbs are permitted to be shown, these shields should help in bulb concealment. All lighting conduit and fixtures must be as inconspicuous as possible, especially by day if lights are above grade level. Exterior lighting must meet national and local codes and must be approved by the Architectural Design Review Committee prior to installation.

Pools, Therapy Pools, Spas

No pools, therapy pools, or spas are allowed without the written consent of the Architectural Design Review Committee.

Ancillary Structures

The Heritage Architectural Design Process and Guidelines apply to all structures constructed on the homesites. This includes ancillary structures such as gazebos, storage sheds, detached garages, guest houses, garbage enclosures, etc. Homesite owners will not be allowed to construct any ancillary structures until full architectural review of the plans and specifications are complete. All detailed construction plans applicable to the construction of a home will be needed for any ancillary structure including a site plan, elevations, material selections, colors, etc.

The design of all ancillary structures must be compatible with the architecture of the home. Materials and color selections should utilize the same elements used on the home. Building setbacks will apply to ancillary structures.

Solar Energy

Many of the techniques and hardware of solar energy are still in the development stage. The application of the principles of solar design should be carefully considered in the planning and construction of all residences in the community.

Solar collectors must be aesthetically integrated into the design forms and cannot be exposed to view. Solar collector panels should be carefully designed to relate to the architectural mass to which they are attached. Panels should be raked at the same pitch as the roof and detailed to be as unobtrusive as possible. The Architectural Design Review Committee will discourage or reject any collector of any size, shape or color that is insensitively designed or located. Solar collectors should be the same color as the roof, or underlying architectural element. All solar equipment must be screened from adjacent views in some fashion acceptable by the Architectural Design Review Committee. Solar collectors will not be approved if they will be visible from the street or adjacent homes.

///

///

Height and Size Restrictions

Building heights shall be limited to thirty-five (35) feet from the average natural grade of the lot area containing the footing of the main residence. Average natural grade is defined as the elevation one-half between the highest and lowest natural grade elevations within the building footprint. Declarant or the Architectural Design Review Committee reserves the right to reduce height limits on any specific or particular lot if, in Declarant's or Declarant's successors or assigns as Declarant or the Architectural Design Review Committee's sole discretion, the height of a proposed building would substantially impact negatively on the views, or light, or air space of any other lot. The minimum distance between buildings on the same lot shall be eight (8) feet, unless otherwise approved by the Architectural Design Review Committee.

Any residence on a single family lot shall have an enclosed living quarters floor area of not less than 2,000 square feet (exclusive of garages) and shall have a ground floor area of not less than 1,600 square feet (exclusive of garages).

Garages

Garage entrances facing the side property line are encouraged by the Architectural Design Review Committee. Parking will not be allowed in the streets. It is recommended that garages provide adequate parking for owners' cars and adequate driveways and that on-site parking spaces be provided for additional parking requirements.

Examples, Architectural Styles

Mediterranean

Simple low pitched hip and gabled forms are used for the roof with barrel or "S" shaped tile roofing. Eaves may be either formal or exposed rafters.

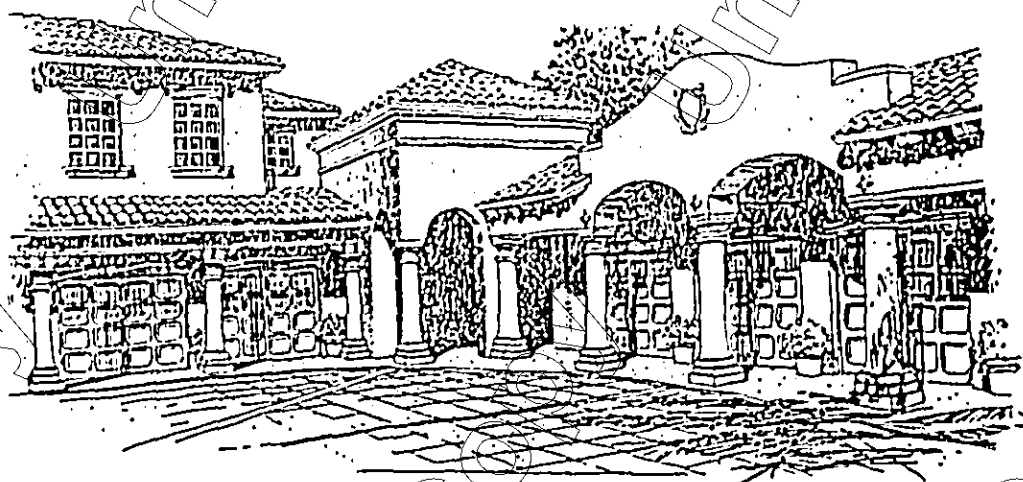
Wall surfaces are stucco with soft muted earth tones. Windows are deep recessed or fully wrapped raised detail. Windows are multi-paned. Cast columns and other related details are used extensively. Some masonry accents are used at sills and column bases and chimneys.

Wood shutters, wrought iron accents and precast concrete balusters add finishing touches to elevations.

Single and two story building mass.



Typical elevation.



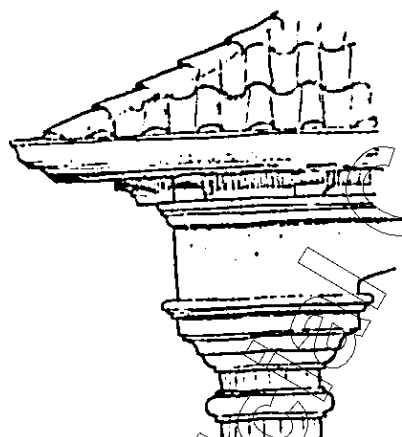
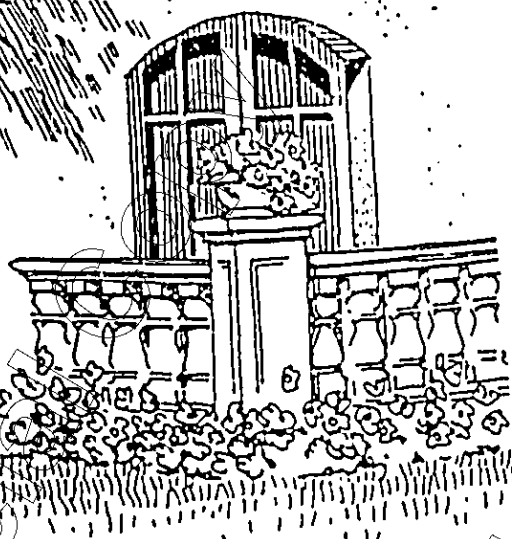
Colonnade.



Balcony and patio treatments.



Large expanse of tiled court area.



Eave detailing.



Typical elevation.



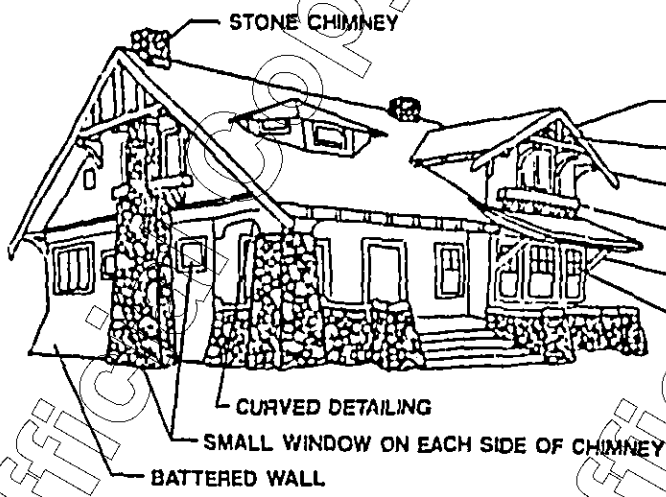
Stone and wood corbels at gable.

The Craftsman Style

Low pitched gabled roofs with deep overhangs and exposed rafter tails with special cut ends are typical of this style.

Horizontal wood clapboard siding and shingles are the most common siding material. Masonry, usually stone with brick trim, is used as accents at porch column bases and chimneys.

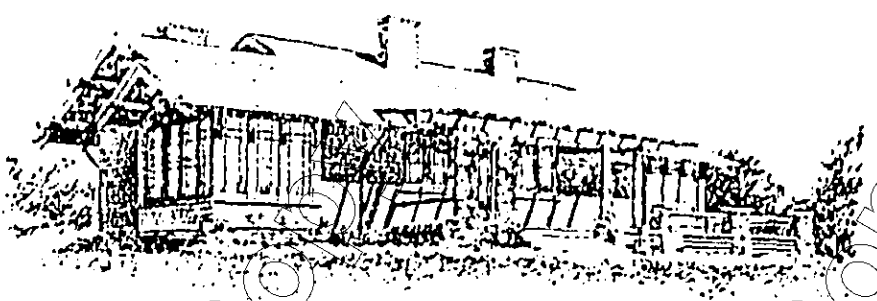
False beams and exposed trusses at gable ends are common. Extensive porches with both covered and trellised roofs are used with tapered square columns. Multi-paned sashes over a large single pane of glass or transom style windows are used commonly.



- GABLED DORMERS
- EXPOSED TRUSS AT GABLES
- RAFTER ENDS EXTENDED
- WINDOW BOXES
- WOOD KNEEBRACE
- MULTI-PANE SASH OVER SASH WITH ONE LARGE GLASS PANE



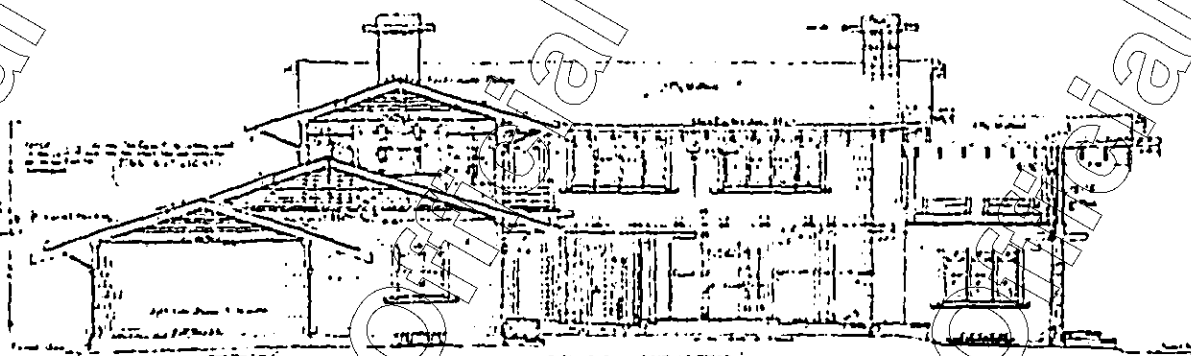
Elevation features.



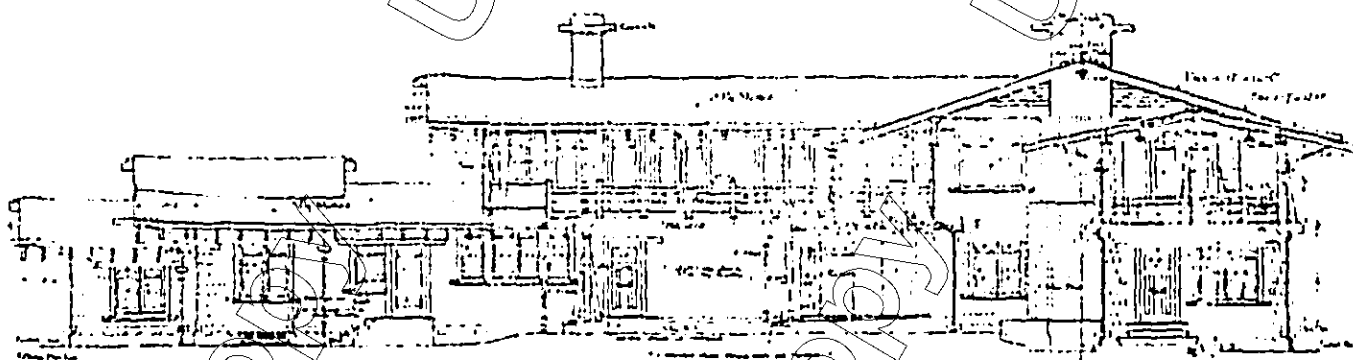
Typical elevation.



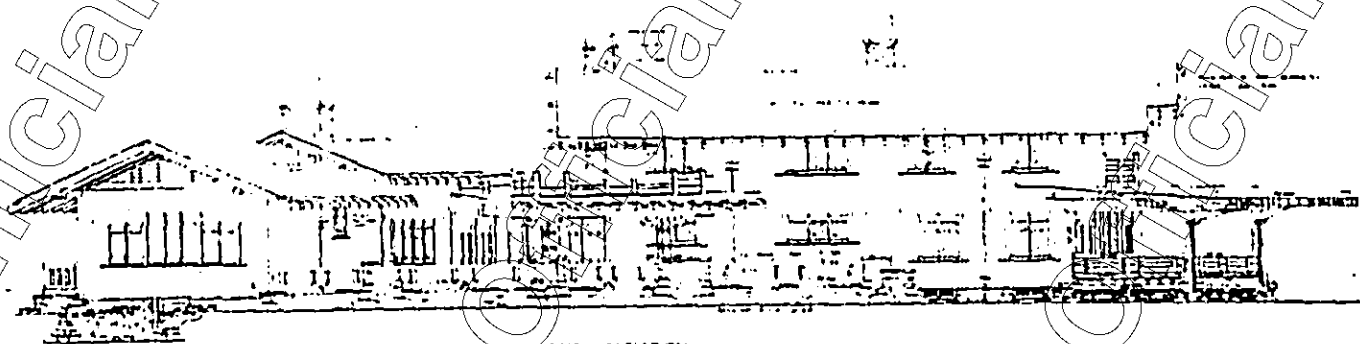
Exposed truss at gable end.



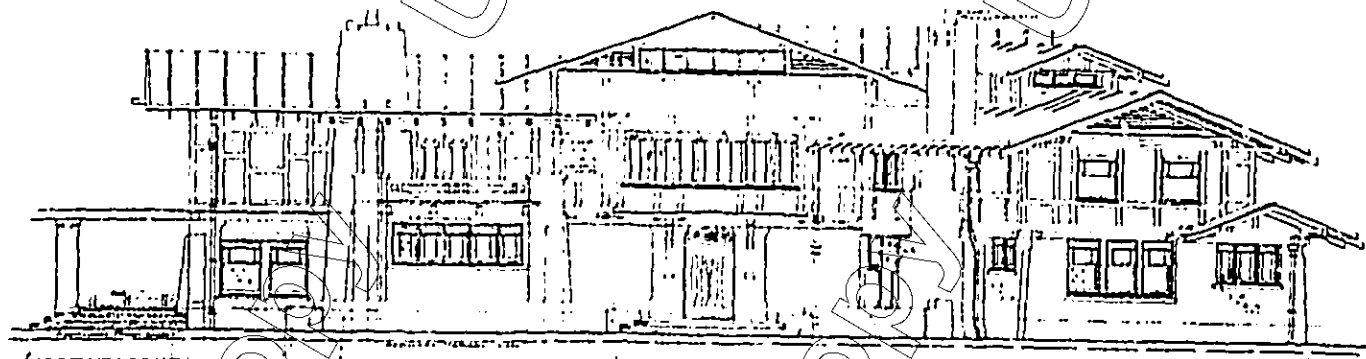
EAST ELEVATION



NORTH ELEVATION



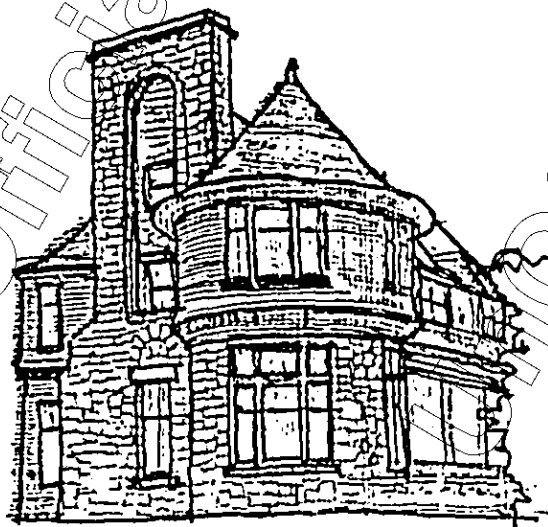
EAST ELEVATION



EAST ELEVATION

Typical elevations.

BOOK 3172 PAGE 919

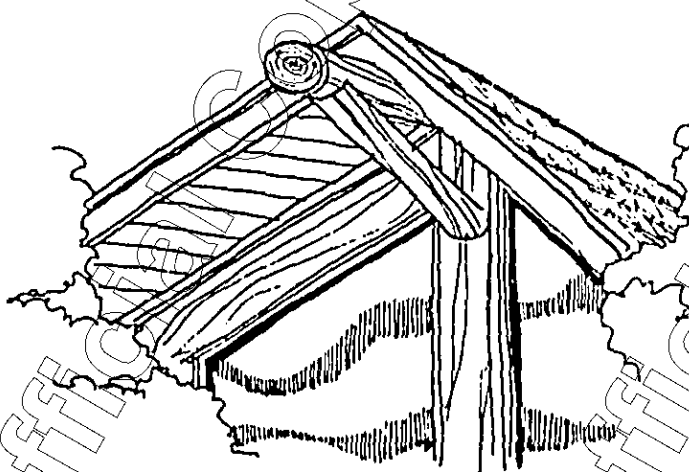


The Mountain House

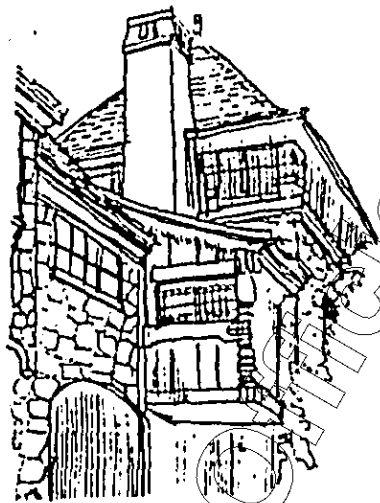
Broad gables roof forms with large timber beams create the strong elevation style for this type of home. Windows are usually large and expansive, and both arched and gabled windows complement the elevation. Roofs are typically 6:12 with either heavy shake or flat concrete tile roofing.

The siding material is almost always wood, in either "log" or large beveled laps. The masonry is usually stone and always large and impressive, with battered treatments common. Although some brick is used, it is almost always used as an accent to other masonry features.

Stone chimney and turret.

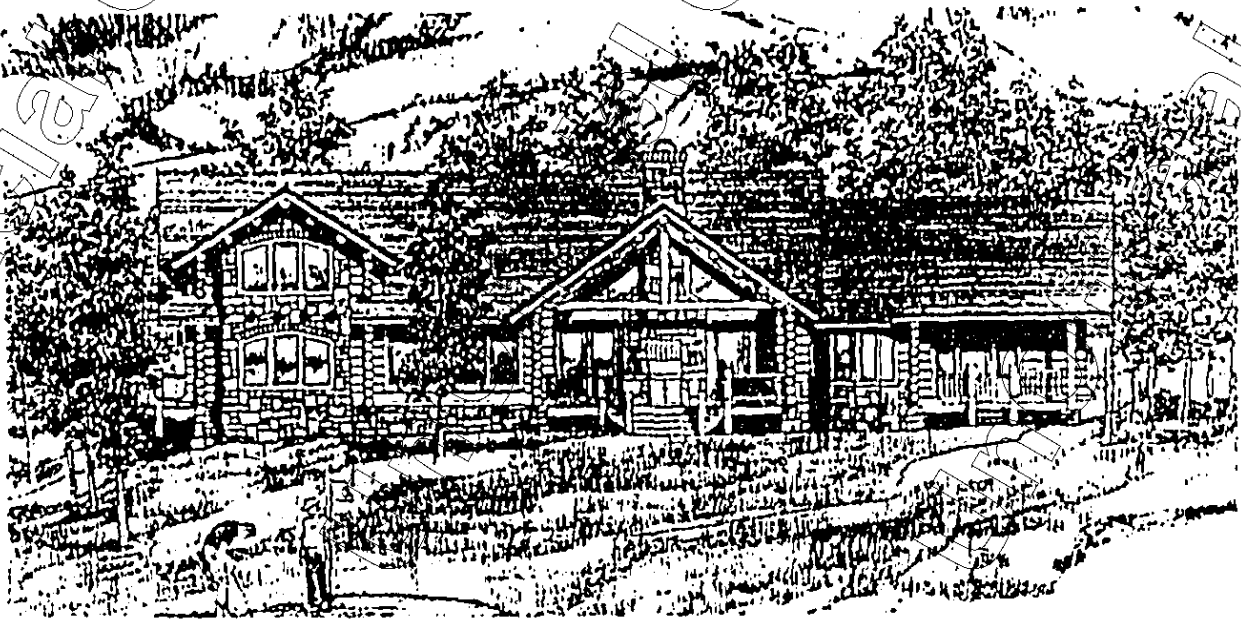


Corbel and kneebrace treatment.

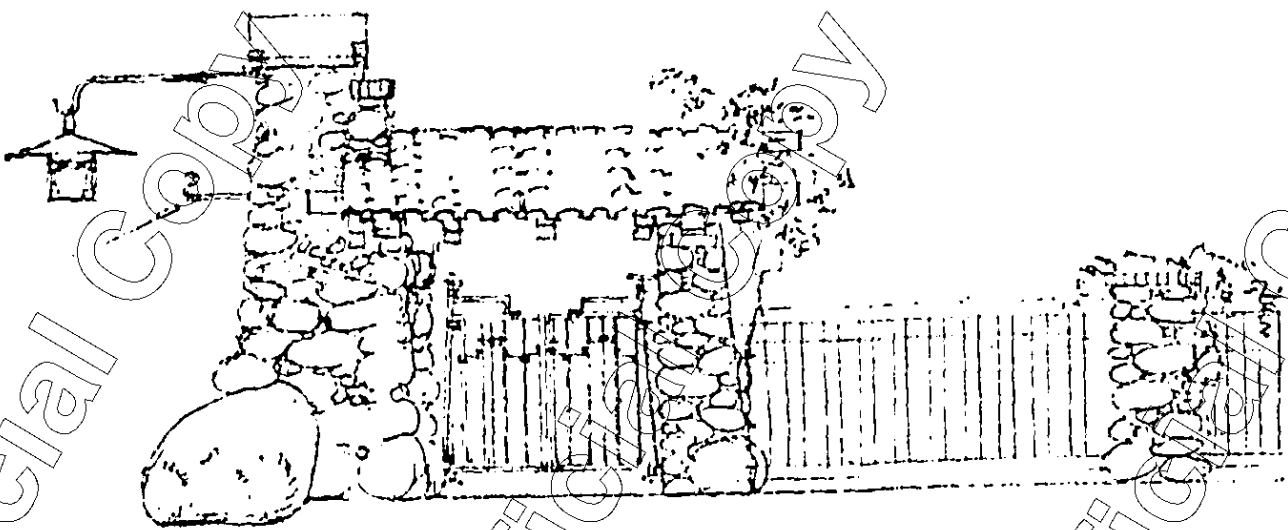


Euro-lodge.

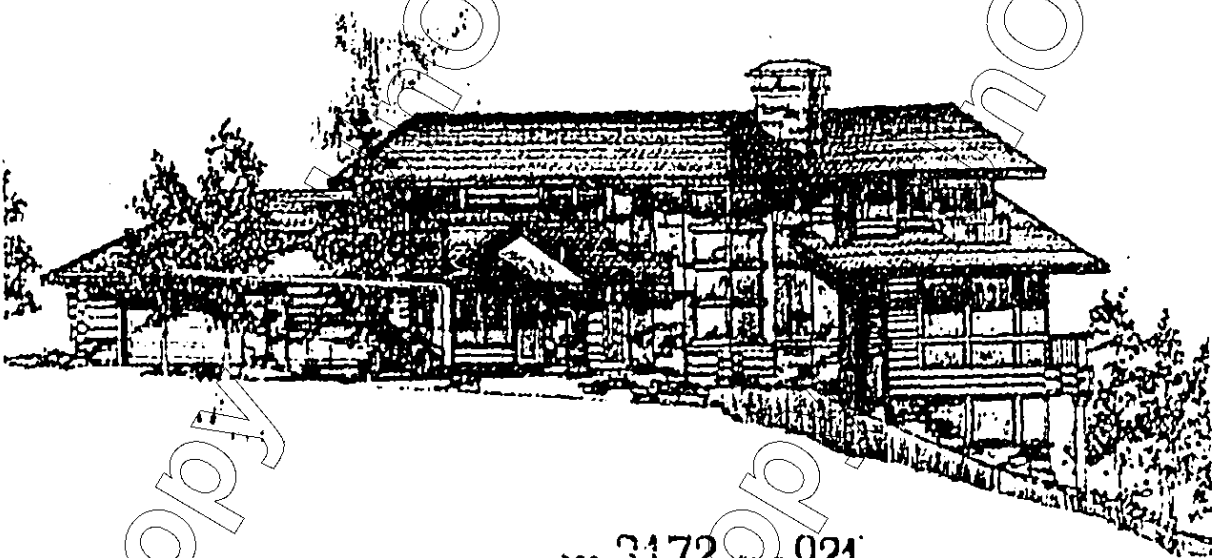




Typical elevation.



Battered stone element.



Typical elevation.

BOOK 3172 PAGE 921

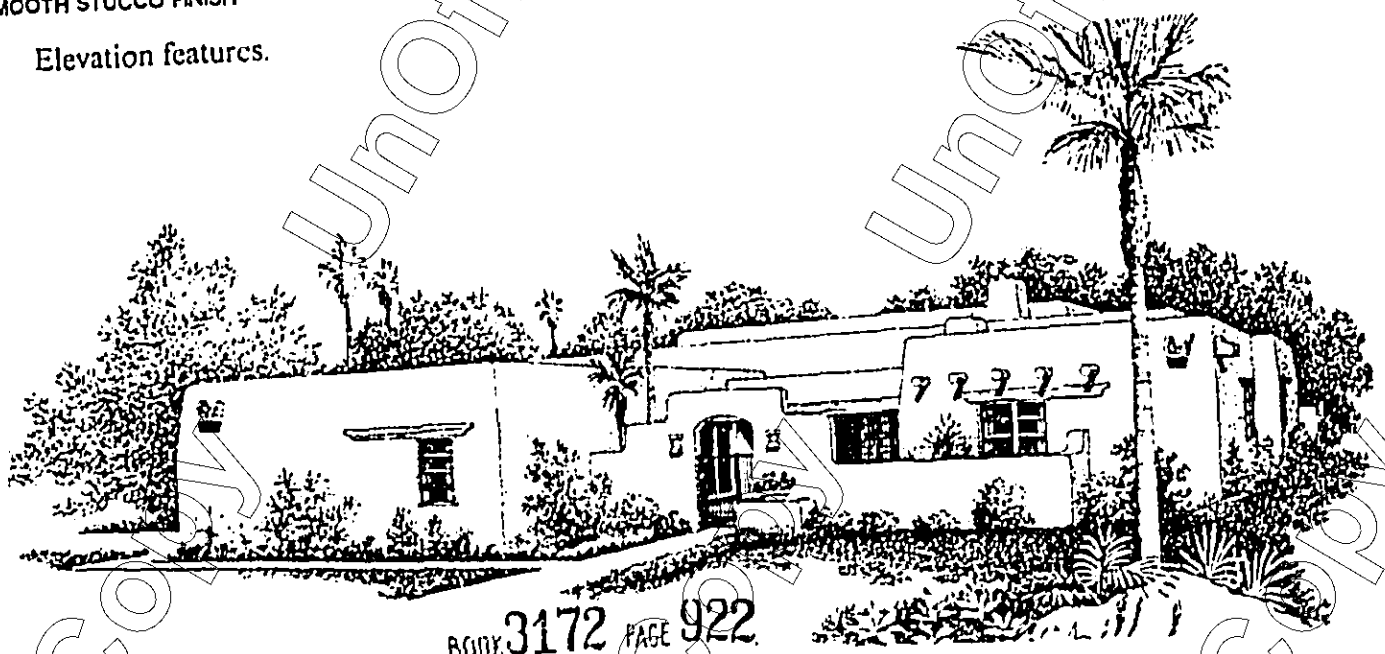
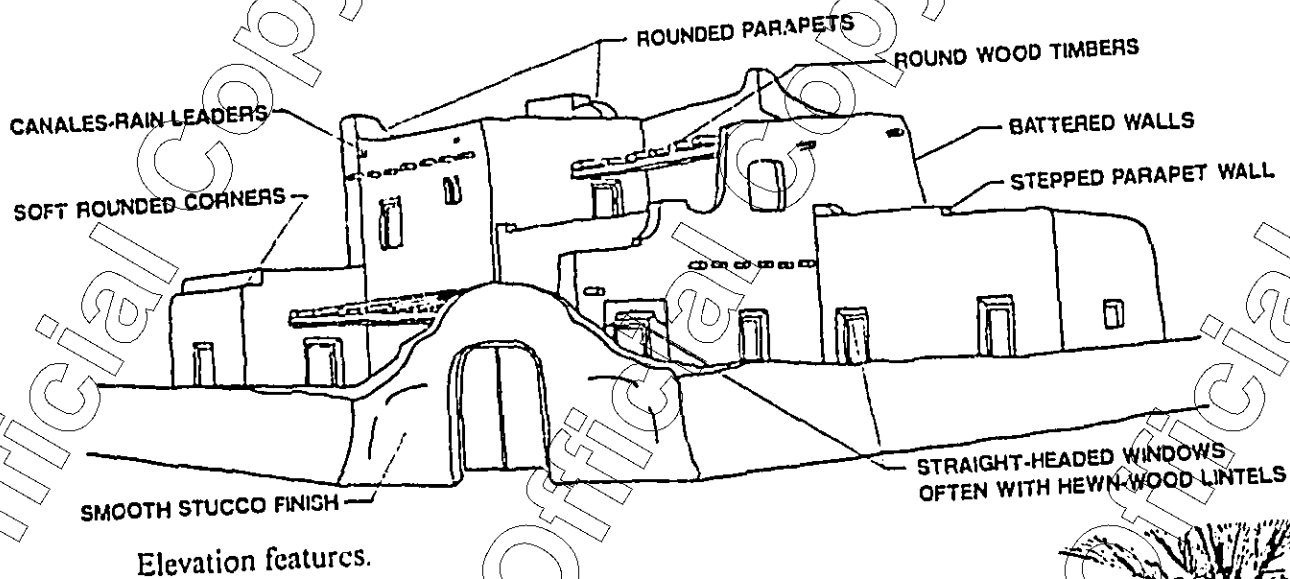
The Territorial Style

Graceful forms of smooth stucco with rounded corners and parapets set the tone for this style of home. Although flat roofs are what you would usually expect, some limited low pitched hipped or shed roof design with barrel tiled roof may be appropriate.

Lightly recessed windows with raised wood lintels with no muntins is typical of this style. The stucco colors should give the feeling that the home was formed from the land and should take from the colors around the site.

Some colonnades, usually of wood, with either a flat or shed roof covered terrace extend the inside space of the home to the outdoors. Accents of round timbers, and clay canals complete the detailing.

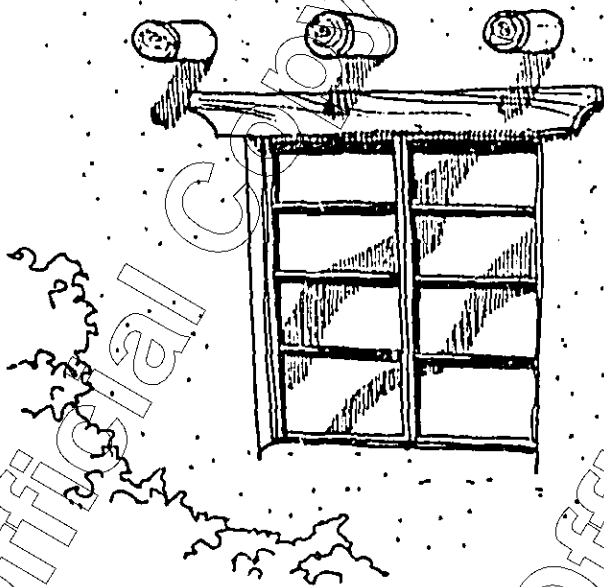
Covered veranda with wood columns.



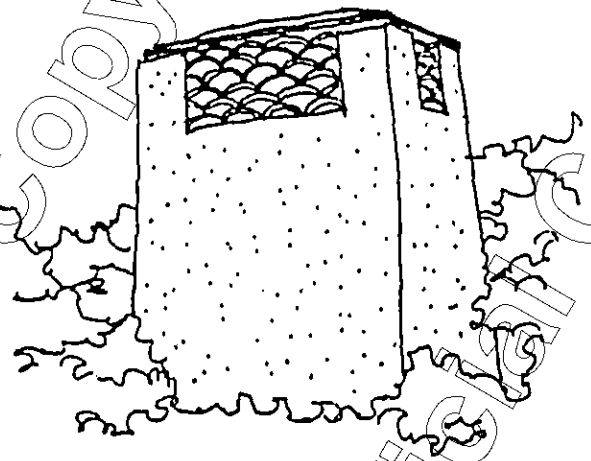
Typical elevation.



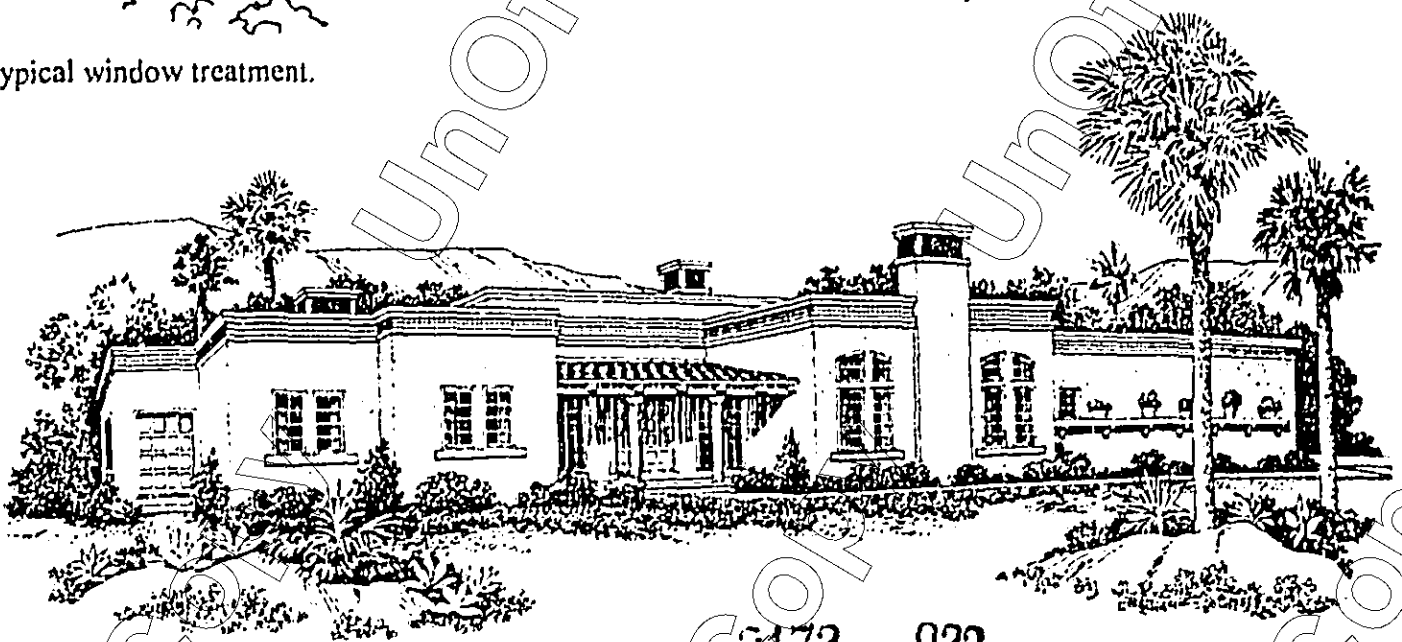
Typical elevation.



Typical window treatment.



Battered chimney with clay treatment.



Typical elevation.

**GENERAL RULES FOR ALL THE HERITAGE
CONTRACTORS AND SERVICE PERSONNEL**

It is the responsibility of the homesite owner to present their builder, contractor, or subcontractor(s) with a copy of these rules and to make sure that they are obeyed and understood. The Architectural Design Review Committee will enforce these rules and pursue any necessary remedies to the full extent of the law.

1. Contractors are required to keep their job sites as neat and clean as possible. Trash and discarded materials shall be removed weekly. All trash stockpiled for removal shall be located in the rear of the residence until removed. There will be no stockpiling or dumping on adjacent lots or on streets. Trash not removed will be removed by The Heritage and billed to the responsible contractor, subcontractor, or homeowner. Trash, garbage, or waste shall be kept in sanitary containers, which shall be kept out of sight until removal from site.
2. Contractors will use only the utilities provided on the immediate site on which they are working.
3. Any damage to streets and curbs, drainage inlets, street lights, street markers, mailboxes, walls, etc., will be repaired by The Heritage and such costs billed to the responsible contractor or taken from the damage deposit.
4. The established speed limit within the Community is 25 miles per hour, unless otherwise posted, for construction vehicles, including light trucks and autos. All speed limits must be strictly obeyed.
5. There will be no washing of any truck on the streets. Any concrete delivery truck washed out must be on the construction site.
6. Operators of vehicles are required to see that they do not spill any damaging materials while within the Community. If spillage of a load occurs, operators are responsible for clean up. Clean up done by The Heritage personnel will be billed to the responsible party. Please report any spills as soon as possible.
7. If any lines are cut, i.e., telephone, cable television, electrical, water, etc., it is the contractor's responsibility to report the accident to The Heritage and the respective utility company immediately.
8. All personnel working in the Community are to keep all areas in which they work free of discarded materials such as lunch bags and odd materials. Objects should not be thrown out of cars and trucks. Stockpiling of any materials on adjacent lots is not allowed.
9. Loud radios or noise will not be allowed within the subdivision. This is distracting and discomforting to property owners. Normal radio levels are acceptable. Do not mount speakers on vehicles or outside of homes under construction. Remember that sound travels a long way on a windy day.
10. No vehicles (trucks, vans, cars, etc.) may be left in the subdivision

overnight. The parking of vehicles or erecting of storage sheds or construction offices will only be allowed on such locations designated by the Architectural Design Review Committee in writing. Driving of vehicles will only be allowed on designated access roads. Construction equipment may be left on the site while needed, but must not be kept on the street.

11. Contractor personnel will not be permitted to bring pets on property.
12. The contractor's attention is called to the fact that certain areas on the site exist as natural habitat and are to remain as such. Therefore, the following restrictions apply to all construction operations performed in these existing natural environments:
 - A. All natural vegetation to remain untouched and unharmed.
 - B. No construction activities are to take place in these designated areas unless directed by the Architectural Design Review Committee.
 - C. All earth removed from excavations must be placed where designated on the grading plan.
 - D. The dumping of trash, changing of oil, lumber, concrete, mortar, etc., in these areas is strictly prohibited.
 - E. The storage of all construction materials will be in designated areas only, unless the contractor receives written permission from the Architectural Design Review Committee.
13. Work which may cause disturbances due to noise will be prohibited on Sundays and holidays.

THE HERITAGE WILL ENFORCE THESE REGULATIONS! FAILURE TO ABIDE BY THESE RULES MAY RESULT IN THE LOSS OF YOUR PRIVILEGE TO WORK IN THIS COMMUNITY.