

ARCHITECTURAL DESIGN GUIDELINES FOR COR D'AMOR

1. DESIGN PHILOSOPHY

- 1.1. Cor D'Amor is a unique and exclusive residential community nestled amongst a healthy pinon and juniper forest affording spectacular red rock views from Boynton Canyon to Bell Rock. Located on the edge of West Sedona and sitting atop rolling hillsides, 43 custom residential lots provide a special opportunity to develop a singular, distinctive relationship with Sedona's natural beauty.
- 1.2. The overall design of Cor D'Amor revolves around its unique response to the natural lay of the land. The homes to be built in Cor D'Amor are envisioned to preserve that natural beauty by careful consideration of the existing landscape and proper siting of the structure. A contextual response to the land will anchor each home to its unique site by utilizing a palette of the area's native and historic materials. A sustainable, or "green" approach to all development in Cor D'Amor is encouraged so that we may, by example, respond to today's demand on our natural resources.
- 1.3. Our intention is to create an aesthetically pleasing subdivision by limiting the architectural styles and building materials while encouraging unique and personal thought in the design of each home. These Architectural Design Guidelines (the "Guidelines") govern all structures that are constructed on any lot at Cor D'Amor. They establish standards for architectural and landscape design, define the criteria for design submittal and review as well as outline construction regulations. The Architectural Review Process considers building siting, architectural style and form, color scheme, exterior materials, textures, landscaping, hardscaping and lighting. A thorough site analysis is encouraged so that each structure may respond to solar orientation, view corridors, neighboring lots or houses and existing topography and vegetation. With this level of care exhibited, we seek to promote and integrate individuality and not create a community of similar homes. This philosophy (the "Design Philosophy"), these Guidelines and Review Process (defined below) are intended to preserve and enhance the value of this land for the residents and visitors of Cor D'Amor.

2. REQUIREMENTS FOR APPROVAL

2.1. ARCHITECTURAL REVIEW AND APPROVAL

These Guidelines establish a thorough Architectural Review Process, which will help each Owner and each Owner's architect ("Architect") in the design of an aesthetically pleasing, and environmentally sound home. The Declaration of Covenants, Conditions and Restrictions for Cor D'Amor (the "Declaration") governs the content, interpretation

and enforcement of these Guidelines. Any capitalized term not otherwise defined in these Guidelines shall have the meaning attributed to it in the Declaration. If there is any conflict in the terms of these Guidelines and those in the Declaration, the terms of the Declaration shall control. The Declaration requires that all Improvements that are Visible From Neighboring Property or at some time will be Visible From Neighboring Property shall have the written approval of the Architectural Review Committee (the "ARC") prior to construction or installation. In addition, no alterations, additions, repairs changes or other work, that in any way alters the exterior appearance of any Lot or Improvement located thereon, that would be Visible From Neighboring Property, may be made or done without the prior written approval of the ARC. Each Owner should thoroughly review the provisions of Articles 2 & 3 of the Declaration, as well as these Guidelines prior to submitting any requests for the approval to the ARC.

2.2. ESTABLISHMENTS OF STANDARDS; AMENDMENT

These Guidelines set forth in detail the standards established for Improvements to the Property and the rules and procedures under which the ARC shall administer architectural control for Cor D'Amor. The ARC may from time to time amend the Guidelines as permitted by Section 3.2 of the Declaration. It shall be the duty of each Owner to obtain the most current version of these Guidelines prior to submitting a request for approval to the ARC.

2.3. THE ARCHITECTURAL REVIEW COMMITTEE

2.3.1. ARC MEMBERSHIP

These Guidelines have been adopted by the ARC, which is a committee established by the Board of Directors or the Declarant of the Cor D'Amor Community Association (the "Association") pursuant to Section 3.1 of the Declaration. The ARC shall have at least (3) members and each member shall hold his or her office until he or she has resigned or has been removed, or his or her successor has been appointed as set forth herein or in the Declaration. It is highly recommended that at least one committee member be a local Architect experienced in the design of custom homes in the greater Sedona area.

2.3.2. APPOINTMENT AND RESIGNATION OF MEMBERS

The right from time to time to appoint and remove members of the ARC is set forth in the Declaration. Any member of the ARC may at any time resign from the ARC upon written notice delivered to Declarant or to the Board, whichever then has the right to appoint and remove members.

2.3.3. RESPONSIBILITIES

It shall be the responsibility of the ARC to consider and act upon such proposals or matters as, from time to time, are submitted to it pursuant to the Guidelines, to make appropriate recommendations and to perform such other duties as from time to time are delegated to it by the Declaration or Association.

2.3.4. MEETINGS

The ARC shall meet from time to time as necessary to perform properly its duties hereunder. The vote or written consent of a majority of the members shall constitute an act by the ARC unless the unanimous decision of its members is otherwise required. The ARC should keep and maintain a record of all action taken by it at such meetings or otherwise.

2.3.5. AMENDMENT OF ARCHITECTURAL DESIGN GUIDELINES

The ARC may, from time to time and in its sole discretion, adopt, amend and repeal by unanimous vote, rules and regulations to be incorporated into the Guidelines that, among other things, interpret, supplement or implement the provisions of these Guidelines. All such rules, regulations or amendments as may from time to time be adopted, amended or repealed should be appended to and made a part of these Guidelines, and shall have the same force and effect as if they were set forth in and were a part of these Guidelines. Each Owner is responsible for obtaining from the ARC a copy of the most recently revised Guidelines, and should inquire if any substantive amendments to these Guidelines have been adopted since their most recent printing.

2.3.6. NON-LIABILITY

Neither the ARC nor any member thereof shall be liable to the Association or to any Owner or other Person for any damage, loss or prejudice suffered or claimed on account of:

A: The approval or disapproval of any drawings or specifications, whether or not defective;

B: The construction or performance of any work, whether or not pursuant to the approved drawings and specifications;

C: The development or manner of development of any Property within; or

D: The execution and filing of an estoppel certificate, whether or not the facts therein are correct; provided, however, that any such member has, with the actual knowledge possessed by him, acted in good faith. Without in any way limiting the generality of the foregoing, the ARC, or any member thereof, may, but is not required to, consult with or hear the Association or any Owner or other Person

with respect to any drawings, or specifications, or any other proposal submitted to it.

2.3.7. NON-LIABILITY OF ARC AND DECLARANT

Neither the ARC, any member thereof, nor the Declarant, or their respective successors or assigns, shall be liable for losses, claims or damages to anyone submitting drawings or specifications to them for approval, or to any Owner or other Person by reason of mistake in judgment, negligence, or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any drawings or specifications. Every Owner or other Person who submits drawings or specifications to the ARC for approval agrees, by submission of such drawings and specifications, that he or she will not bring any action or suit against the ARC, any member thereof, or the Declarant, to recover damages. Approval by the ARC, any member thereof, or the Declarant shall not be deemed to be a representation or warranty that the Owner's drawings or specifications or the actual construction of a residence or other Improvement comply with applicable governmental ordinances or regulations. It shall be the sole responsibility of the Owner or other Person submitting drawings or specifications to the ARC, or performing any construction to comply therewith.

2.3.8. ENFORCEMENT

The ARC, the Association, or the Declarant may enforce these Guidelines as provided herein, or in the Declaration.

2.3.9. NON-UNIFORMITY

These Guidelines may change from time to time. Different sites and different products will have different design criteria. Consequently, it may seem at times if these Guidelines are not being uniformly applied. Notwithstanding any such apparent non-uniformity, the ARC's decision under these Guidelines shall be final, and the ARC shall not be required to approve any Improvement or landscaping design simply because another similar or exact design has previously been approved.

2.4. THE ARCHITECTURAL REVIEW PROCESS OVERVIEW

To assist each Owner, Owner's builder ("Builder") and Architect in the design and construction of their new custom residence and to capture the individual characteristics of each Lot, a comprehensive architectural review process (the "Review Process") has been set forth in these Guidelines. The Review Process provides each Owner the opportunity to understand better the Design Philosophy of Cor D'Amor and how these

Guidelines work to preserve and enhance the distinctive character of this development. A series of criteria have been established so that each project goes through five phases, which are undertaken with review by the ARC. The five phases are briefly summarized below, but this summary is subject to the full statement of these phases contained in these Guidelines:

- 2.4.1. A "Pre-Design Meeting" will be held between the Owner, the Owner's Architect and a representative of the ARC before preliminary plans for any building are prepared. This will afford the opportunity to provide guidance and resolve questions regarding the Guidelines and to discuss overall design concepts and site analysis before embarking on preliminary design.
- 2.4.2. A "Preliminary Design Submittal and Approval" will be the second step in this Review Process. At this time the ARC will review Preliminary Design drawings to ensure the project is in compliance with the Guidelines before an Owner begins any Design Development or Final Design of a Residence.
- 2.4.3. A "Final Design Submittal and Approval" is the third step of this Review Process and is the Design Review phase that will review the final set of Construction Documents prepared by the Owner's Architect. This Final Design Submittal should occur at about the same time as the City Building Permit submittal and will assure consistency with the previously approved Preliminary Design.
- 2.4.4. The "Pre-Construction Meeting" will take place following Final Design Approval and will allow the Owner and the Owner's Builder to review the Construction Guidelines and Regulations with a representative of the ARC. This is where the Performance Deposit Rule and the Letter of Assurance are reviewed and to be satisfied, both of which are required before any construction of a Residence commences.
- 2.4.5. The "Final Inspection and Approval" is the last phase of the Review Process. If a Residence meets the criteria for final approval by the ARC, it shall write a Letter of Approval that states construction of the structure, site development and landscaping will, if completed according to the Construction Documents, have been done in compliance with the previously approved plans and the Guidelines. No Final Approval will be issued without a City of Sedona Certificate of Occupancy.

3. THE ARCHITECTURAL REVIEW AND APPROVAL PROCESS

3.1. INTRODUCTION

3.1.1. It is strongly recommended and encouraged that an Owner retain competent, licensed, professional services for site planning and building design. A complete understanding and analysis of a particular Lot, the Owner's program requirements as well as the skill to translate this into building form, and further convey to the ARC the concept and design of the proposed Residence or other Improvement are all important elements of the Review Process. If an Owner elects to retain non-professional services for design or elects to do their own design work and the result in either case is not approved by the ARC, the ARC has the right to require that an Owner thereafter utilize professional design services.

3.1.2. The Review Process was developed to provide checkpoints along the design process so as to minimize time and resources spent on concepts and designs that do not meet with the Design Philosophy or the Guidelines of the Association. Each Owner is ultimately responsible for complying with the Guidelines and all other applicable provisions of the Declaration, as well as all land and building development codes, rules and regulations of the City of Sedona or any other Governmental entity having legal jurisdiction, to bring the Review Process to a timely and satisfactory conclusion.

3.1.3. The ARC will conduct reviews during their regular meetings or at other times the ARC deems appropriate. Owners, Architects or Builders shall have no right to attend any meeting of the ARC unless specifically requested to do so by the ARC. The ARC will respond, when possible, in writing no later than 30 days after a submittal is completed.

3.1.4. From time to time during the Review Process, an Owner and or the Owner's representative may meet or communicate informally, including by telephone, with an ARC representative. While it is the intent of these informal meetings to provide direction, any comments or suggestions made are done solely to provide assistance and such informal meetings or conversations shall not be binding on the ARC; any approval or disapproval by the ARC will be given in writing by one or more members of the ARC. Any formal response an Owner, or the Owner's representative, may wish to make in reference to issues contained in the ARC's notice following review of submittals should be made to the ARC in writing.

3.2. PRE-DESIGN MEETING

Prior to preparing preliminary plans for any proposed building or site Improvement, it is necessary that the Owner and their Architect or Designer meet with a Representative of the ARC to discuss overall design concepts, to resolve questions regarding standards and procedures, and to offer direction as it relates to the Guidelines. Appointments for Pre-Design Meetings should be made at least one week in advance and will be held at the office of the ARC Representative. Prior to having the Pre-Design Meeting, the Owner must obtain a topographic, vegetation, and boundary survey (scale 1"=10' or larger), by a registered land surveyor or licensed civil engineer showing Lot boundaries and dimensions, topography, edge of pavement or curb, utility locations, existing contours at 2' intervals, all existing trees, rock outcroppings, drainage patterns and dedicated easements. The survey shall show the minimum building setbacks as required by the City of Sedona.

3.3. PRELIMINARY DESIGN SUBMITTAL

- 3.3.1. Preliminary Design Submittal must include three (3) copies of each of the following exhibits. Each item submitted shall be clearly marked with Lot number, Arizona Parcel Number, and Owner's name. No review will commence until the submittal is complete.
- 3.3.2. Preliminary Site Plan (scale 1"=10' or larger), showing Lot boundaries and dimensions, setbacks, utilities, building location, amenities, pool and or spa, site walls, finish and existing grades, paving and exterior lighting.
- 3.3.3. Preliminary Landscape Plan (scale 1"=10' or larger), showing all and any proposed de-vegetation and or re-vegetation and proposed tree and shrub locations.
- 3.3.4. Preliminary Roof and Floor Plans (scale 1/8"=1'), showing room designations and finished floor elevations, flat and pitched roof locations, roof mounted equipment, parapet heights, ridge heights, roof slopes and chimney heights.
- 3.3.5. Preliminary Elevations (scale 1/8"=1'), for each elevation, showing existing and finished grade lines, plate heights, roof and parapet heights, roof pitch and an indication of all exterior materials and colors.
- 3.3.6. Site and Building Section (scale 1/8"=1'), through the building and site showing natural and proposed grades.
- 3.3.7. Preliminary Drainage Report

- 3.3.8. Slope Analysis
- 3.3.9. Any other drawings, materials or samples requested by the ARC
- 3.3.10. Completed ARC Application
- 3.3.11. A non-refundable Architectural Review fee of \$2,000.00 payable to the "Cor D' Amor Community Association." The fee is to cover time of the ARC members and professional consultants to carry the proposal throughout the entire review process.
- 3.3.12. To assist the ARC in its evaluation of the Preliminary Design Submittal, the Owner shall provide field staking of the "Building Envelope" (defined below) and proposed driveway location and alignment. Additionally, and when requested by the ARC, the Owner shall provide staking at the locations of the corners of the Residence and or major Improvements, and at such other locations and at such heights, as the ARC requires.

3.4. PRELIMINARY ARCHITECTURAL REVIEW

The ARC will review the Preliminary Design Submittal and respond in writing within 30 days of receiving the complete Preliminary Design Submittal. If the Preliminary Design Submittal is approved by the ARC ("Preliminary Approval"), the Owner may proceed with the Review Process. If the Preliminary Design Submittal is not approved by the ARC, the Owner will be provided instructions by the ARC on resubmittal of a revised Preliminary Design Submittal. An additional 30 day review period will be required if a resubmittal is necessary due to Owner not receiving approval of the initial Preliminary Design Submittal.

3.5. FINAL DESIGN SUBMITTAL

- 3.5.1. After Preliminary Approval is obtained from the ARC, the following documents are to be submitted for final review by the ARC: review will not commence until the submittal is complete: Three (3) sets of final Construction Documents are required, to include at a minimum:
- 3.5.2. Site Plans (scale 1"=10' or larger), showing the entire Lot, location of the Building Envelope and Construction Envelope (defined below) with the Residence and all buildings, driveways, parking areas, existing and proposed topography, finished floor elevations, all Specimen Plants or special terrain features to be preserved, trees to be removed, all utility sources and connections, site walls and construction fence location.

- 3.5.3. Floor Plans (scale 1/4"=1'), showing finished floor elevations, room names, outdoor living spaces, building materials and outdoor lighting locations.
 - 3.5.4. Roof Plans (scale 1/4"=1'), showing all roof pitches, roof mounted equipment, skylights, ridge and parapet heights and chimney heights.
 - 3.5.5. Building Sections (scale 1/4"=1'), indicating existing and proposed grade lines, building heights and volumes.
 - 3.5.6. All Exterior Elevations (scale 1/4"=1'), showing both existing and proposed grade lines, plate heights, roof type and pitch and an indication of exterior materials and colors.
 - 3.5.7. Samples of all exterior materials and colors, and literature on window and glass specifications, as requested by the ARC depicting or describing all exterior materials. Samples must be presented on a 11" x 17" mat board clearly marked with Owner's name, filing date, Lot number and light reflectance value (LRV).
 - 3.5.8. Complete Landscape Plan (scale 1/10" or 1/8"= 1') showing size and type of all proposed plants, irrigation system, all decorative materials or borders, all retained plants and transplanted plants, indication of plant storage area and materials and debris confinement area.
 - 3.5.9. Exterior Lighting Plan showing location and manner of installation for each light, as well as cut sheet for each light to be used.
 - 3.5.10. On-site staking of all building corners and perimeters as well as other Improvements, as required by the ARC.
 - 3.5.11. A Grading and Drainage Plan showing existing and proposed topography at two-foot contour intervals and a driveway section, prepared by a civil engineer licensed in Arizona.
- 3.6. FINAL DESIGN REVIEW

The ARC will review the Final Design Submittal and respond within 30 days of receiving a complete Final Design Submittal. If the Final Design Submittal is approved by the ARC ("Final Approval"), the Owner may proceed with the Review Process. If the Final Design Submittal is not approved by the ARC, the Owner will be provided instructions by the ARC on resubmittal of a revised Final Design Submittal. An additional 30 day review period will be required if a resubmittal is necessary due to Owner not receiving approval of the initial Final Design Submittal. The Owner will be

notified in writing of the decision of the ARC and upon receiving Final Approval, if granted, the ARC will set a Pre-Construction Meeting.

3.7. RESUBMITTAL OF PLANS

If the ARC disapproves of either a Preliminary Design Submittal or a Final Design Submittal, a resubmittal will follow the same procedures and timeframes as an original submittal.

3.8. SITE INSPECTION

As soon as the submittal of Final Design Submittal is complete, a representative of the ARC will inspect the Lot to determine that the conditions as depicted in the Final Design Submittal are accurate and complete. Prior to the site inspection, the Owner must cause the perimeter of the Residence to be staked. Engineering certification of foundations and the securing of a building permit is the responsibility of the Owner and the Owner's Builder. Construction documents (working drawings and specifications) are to be in accordance with the Final Design Submittal approved by the ARC. Construction shall not commence until all of the above requirements are satisfied.

3.9. COMMENCEMENT OF CONSTRUCTION

Prior to commencement of construction, the Owner shall post a Deposit pursuant to the "Performance Deposit Rule" set forth in Appendix C in favor of the Association. The Owner shall also provide a Letter of Assurance (described in Section 7.6) from the Owner's financial institution that establishes a procedure that will allow for the project's funding to be available to the Builder so that the project can be completed as designed and approved. The Owner shall satisfy all conditions of the Association and the City of Sedona, including but not limited to obtaining a building permit and commence the construction of any work pursuant to the approved Final Design Submittal within one year of the ARC's granting Final Approval. Any Final Approval given by the ARC shall be deemed revoked unless, upon the written request of the Owner made to the ARC prior to the expiration of said one year period, and upon a finding by the ARC that there has been no change in circumstances, the time for such commencement is extended in writing by the ARC, in its sole and absolute discretion.

3.10. BUILDING PERMIT

It is the responsibility of the Owner to obtain an approved building permit from the City of Sedona. This is a separate process from the ARC Review Process. If the approval from the City of Sedona requires any changes to the Final Plan Submittal approved by the ARC, such changes must be approved by the ARC prior to commencement of construction.

3.11. PRE-CONSTRUCTION MEETING

Prior to commencing construction, the Owner's Builder must meet with a representative of the ARC to review the construction guidelines and regulations set forth in Section 7 of these Guidelines (the "Construction Guidelines") and coordinate construction activities at Cor D' Amor. The Owner shall furnish proof at this meeting that he has satisfied the Deposit for the performance of the construction activities in accordance with the provisions of the Performance Deposit Rule attached hereto as Appendix C and executed according to Section 7.4 of the Construction Guidelines. The Owner shall also furnish proof of a Letter of Assurance (defined below) from the Owner's financial institution that will allow for the project's funding to be available to the Builder so that the project can be completed as designed and approved.

3.12. ADDITIONAL CONSTRUCTION AND OR EXTERIOR CHANGES

Any changes to the approved drawings before, during or after the construction of an Improvement, must first be submitted for review to the ARC.

3.13. WORK IN PROGRESS-INSPECTION

The ARC may inspect all work in progress and give notice of non-compliance if found. Absence of such inspection and notification during the construction period does not constitute either approval by the ARC of work in progress or of compliance with these Guidelines or the Declaration.

3.14. FINAL INSPECTION

3.14.1. Upon completion of any Residence or other Improvement for which Final Approval was given by the ARC, the Owner shall give written notice of completion to the ARC (the "Owner's Notification of Completion").

3.14.2. Within 10 working days of the Owner's Notification of Completion, a representative of the ARC will inspect the Improvements for compliance. If all Improvements are found to be in compliance with the approved Final Design Submittal and these Guidelines, the ARC will issue a written approval to the Owner, constituting a final release of the Improvements by the ARC.

3.14.3. If it is found that the work was not done in strict compliance with the approved Final Design Submittal, the Owner will be notified by the ARC in writing within 30 days of receipt of the Owner's Notice of Completion specifying those areas of non-compliance. The Owner will be required to correct any discrepancies.

3.14.4. If the Owner fails to implement the corrections required within 30 days of receipt of notification by the ARC, the ARC shall notify the Owner and may take action to remove the non-complying Improvements at the Owner's expense as provided in these Guidelines or the Declaration, including without limitation, injunctive relief or the imposition of a fine.

3.14.5. If, after receipt of an Owner's Notice of Completion, the ARC fails to notify the Owner of any non-compliance within the stated period after the ARC's inspection, the Improvement(s) shall be considered to be in accordance with the approved Construction Documents.

3.15. NON WAIVER

The Approval by the ARC of any plans, drawings or specifications for any work completed or proposed to be completed shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing or specification that is subsequently submitted for the ARC's approval. The ARC's failure to enforce any of the Guidelines shall not constitute a waiver of same.

3.16. RIGHT OF WAIVER

The ARC reserves the right to waive or vary any of the procedures set forth herein at its discretion, for good cause shown.

3.17. ADDRESS OF ARC

The address for the ARC shall be the address established for giving notice to the Association, unless otherwise specified by the ARC. Such address shall be the place for the submittal of Preliminary and Final Design Submittals, and the place where the Guidelines shall be kept. The current address for the ARC is:

Cor D'Amor ARC
30 Mingus Mountain Road
Sedona Arizona 86336
Phone 928.203.1050

4. SITE DEVELOPMENT GUIDELINES

4.1. BUILDING ENVELOPE

Cor D'Amor is a unique subdivision. Of its 43 custom residential lots, Lots 1-16 are zoned as a "Planned Residential Development" under the zoning categories for the City of Sedona while Lots 17-43 are zoned RS.35 under the zoning categories for the

City of Sedona. These different zoning categories have allowed for large areas for the placement and construction of Residences or "Building Envelopes" while maintaining generous setbacks between these Building Envelopes. Subject to the provisions of the Declaration, the Building Envelope is the portion of each Lot within which all Improvements must be built and alterations to the existing landscape may be permitted. The Building Envelope is a limit beyond which no construction activity or other Improvements may take place or be made. Materials or any other items may not be placed or in any way impact the areas outside of a Lot's Building Envelope. Each Lot has a specific Building Envelope that is dictated by the established open spaces and required setbacks and each Owner is responsible for informing themselves as to the actual location of the Owner's Lot Building Envelope. It is recommended that the Building Envelope be staked and surveyed while the topographic and vegetation survey is executed so as to avoid confusion at a later date.

4.1.1. The most appropriate size and location of the Building Envelope for each Lot has been identified on an analysis of the natural features of the Lot, view relationship to the adjacent Building Envelopes, topography and setbacks. Slight modifications to the Building Envelope may be made by the ARC upon application of an Owner as part of the Review Process. The ARC may allow such modifications to the Building Envelope when, in the sole discretion of the ARC, such a modification does not effect the view corridors from the surrounding Lots, privacy of neighboring homes, natural features and vegetation on the Lot and the overall character of the development. Modifications to Building Envelopes approved by the ARC are subject to final approval by the City of Sedona.

4.1.2. If an Owner owns two contiguous Lots and wants to combine the two Lots into a single site for a Residence, the Owner may do so only with the prior consent of the ARC. When considering combining Lots, the Owner must recognize that the size and location of the Building Envelope shall remain the same as depicted on the original Lots unless and until the ARC approves otherwise. If a revision in the Building Envelope is desired for the purpose set forth in this paragraph, the ARC recommends that a proposed revised Building Envelope be submitted to the ARC prior to acquisition of the Lot or Lots as early in the Review Process as is reasonably possible. Specific focus will be placed on, but not limited to the following:

- A: Adverse impacts to adjacent Lots due to adjustments in Building Envelope;
- B: Preservation of view corridors both to and from the newly configured site;
- C: Building height restrictions; and
- D: Architectural massing.

Any Lot combination proposed for a single Residence must be approved by the City of Sedona and must be recorded. All expenses associated with the recording of a

Lot combination and pursuing any required governmental approvals are the responsibility of the Owner and are subject to the prior written approval of the ARC. Article 2 of the Declaration also addresses other issues an Owner should consider prior to pursuing a Lot combination.

4.2. LANDSCAPE ZONES

As more fully described in Section 6.1 of these Guidelines, each Lot in Cor D' Amor is comprised on three landscape zones. They are the Natural Area, the Transition Area and the Private Area. Each zone has special criteria established for its landscaping to maintain the Design Philosophy of Cor D' Amor. An Owner should pay special attention to the landscape design standards described in these Guidelines when planning and constructing a Residence.

4.3. SITE DRAINAGE AND GRADING

4.3.1. Site drainage and grading must be done with minimum disruption to the Lot. Structures, roads, driveways, or any Improvement should be designed to fit the existing site; minimizing excavations rather than altering the site to fit poorly designed structures or Improvements. Surface drainage shall not drain to adjoining Lots except as designed by natural drainage patterns, nor cause a condition that could lead to off-site soil erosion on open spaces. Careful evaluation shall be given to erosion on open spaces and to the erosion potential and safety of the site based upon the percentage and direction of slope, soil type, vegetation cover and off site drainage.

4.3.2. On some Lots, drainage easements may have been recorded that must be respected. Each Lot Owner should consult with a licensed civil engineer to understand the implication of the drainage easement.

4.3.3. Drainage from Lots, including all landscape over-flow, pool or spa back-washing and any other nuisance drainage, shall be discharged into existing drainage systems in an acceptable manner approved in writing by the ARC. Owner shall be responsible for any damage to or increased maintenance costs incurred by the damaged properties, including floods, erosion, siltation and nuisance flows, caused by uncontrolled runoff from the Owner's Lot.

4.3.4. All drainage ways that are created to control runoff must be landscaped in a natural way utilizing native plants and boulders. No concrete lined drainage ways or techniques that may become an erosion problem will be allowed.

4.4. ON SITE PARKING

In addition to the enclosed garage required for each Residence as described in Section 5.10, each Residence shall provide a minimum of two additional improved parking spaces to accommodate guest parking. The location and surface material of such additional parking spaces is subject to review and approval by the ARC. Carports are not allowed. Screen walls and or landscaping shall be used to minimize views of guest parking areas from adjacent Lots, streets or public areas. Over-excavation at garages and parking shall be an accepted practice for reducing the visual impacts of these areas. Walls shall be no more than 72 inches high when and where permitted by the City of Sedona. No exterior storage of recreational vehicles or boats is permitted.

4.5. ENTRANCE DRIVES

Driveways shall be a maximum of 16 feet wide at a Lot's property line and shall intersect the street at a minimum angle of 60 degrees and in such a way as not to interfere with drainage in the street right of way. Driveways are permitted to widen within the Lot. Where driveways cross drainage ways to enter a Lot, the Owner must provide a minimum 12" culvert with concrete or stone headwalls. Although a single drive entrance is encouraged, circular driveways with two (2) points of ingress/egress are permitted on Lots 17 - 43 (RS-35) so long as either drive entrance is no wider than 16 feet. Entrance drives for PRD Lots 1 -16 must use the alignment shown on the recorded plot plan where only one point of access is allowed. Uncolored, smooth concrete and asphalt paving are prohibited as driveway material, but concrete pavers, Bomanite, flagstone, colored concrete patterns and exposed aggregate are acceptable.

4.6. GATES

If a driveway gate is installed, its maintenance and upkeep are the sole responsibility of the owner upon whose lot the gate has been installed. In the case of lots 18-23 and 32-36, the installation and maintenance of the gate shall be the responsibility of all the owners served by such a gate and shall be contingent upon approval of all the property owners served by the particular gate. Owners should be aware of the City of Sedona's Fire Sprinkler requirement that is a result of installing a driveway gate. All gate designs must be pre-approved by the ARC.

4.7. SWIMMING POOLS, SPAS, HOT TUBS AND SIMILAR STRUCTURES

No swimming pool, spa, hot tub or similar structure may be constructed without the prior written approval of the ARC. Pool pump and filtration equipment must not be visible from other Lots or Common Areas and must be located and screened so as to minimize noise to adjoining Lots.

4.8. BASKETBALL HOOPS

Basketball hoops and backboards may not be installed on any Residence, unless approved in advance by the ARC. The installation of such items may be subject to stipulations imposed by the ARC. The basketball hoops and backboards must be removed when no longer utilized.

4.9. ADDRESS IDENTIFICATION

Address Identification devices are required for each residence and must be submitted for review and approval. Numerals must be between 3 and 6 inches in height and the structure must be integrated with the overall home design. Night lighting may be provided for the address identification, but must be a low level, highlighting the numbers only. The lights, if provided, shall operate on a photocell or timer for dusk to dawn operations.

4.10. MAILBOXES

Individual mailboxes are not allowed. A community cluster mailbox will be provided by the Association and a key will be issued to each Owner with the deposit of the first Home Owners Association (HOA) payment. Lost or stolen keys will be replaced for a nominal fee and spare keys will be kept by the Association at the office of such. In the instance that damage to the individual's box and or lock requires a re-keying of the Owner's box, appropriate locksmithing charges will be the responsibility of the Owner.

4.11. TENNIS AND OR SPORTS COURTS

No sport court may be installed without the prior written approval of the ARC. Tennis courts are not permitted. Sport courts may be allowed, providing their setting, visual appearance, lighting, noise generation, construction and landscaping do not detract from the enjoyment of a neighboring Property as determined by the ARC. Each proposed installation will be judged on a case-by-case basis.

4.12. LIGHTING

4.12.1. Lighting should be carefully considered to avoid light pollution and light conditions or impacts that may potentially alter the character of Cor D'Amor.

4.12.2. Site Lighting means lighting mounted either on the ground, in trees or on-site walls for the purpose of providing security or decorative accent lighting.

4.12.3. Building Mounted Lighting means lighting built into or attached to buildings either on walls, ceilings, eaves or fascias for the purpose of providing general illumination, area illumination or security illumination.

4.12.4. Security Lighting means lighting intended to provide bright general illumination of the area adjacent to a Residence during emergency situations.

4.12.5. Site lighting must be low voltage and directed onto vegetation or prominent site features such as boulders. Building mounted lighting must be directed downward and away from adjacent lots, street and open spaces, and may not be used to light walls or building elements for decorative purposes. All exterior lighting must provide for significant shielding of light sources. Only lamps with maximum wattage of 75 watts will be allowed unless express approval is received from the ARC. Security lighting will be permitted only with the understanding that it will only be used in emergencies. Flood type lighting is prohibited. Owner shall become familiar with and comply with all aspects of the City of Sedona Outdoor Lighting Ordinance.

4.13. WALLS GENERALLY

All walls must comply with the terms of this Section, regardless of their purpose. Walls may be used for privacy, to define courtyards or terraces in close proximity to the Residence, to delineate the Private Areas from the rest of the Building Envelope, and as screening for cars, equipment and for service areas of the Residence. They should be a visible extension of the architecture of the Residence using similar materials and finishes. All such walls shall be of permanent construction and must be built of a solid masonry, block, native stone, ICF structure, or integral colored concrete. Interlocking block site/retaining walls are not permitted. Wood may be used in landscaping fences, but under no circumstances may plastic, vinyl, or chain link fences be installed. All walls are to be stuccoed, painted or finished with stone, or otherwise finished on both sides to match the other wall surfaces of the Residence. The colors of exterior walls must conform to the same color standards as described in Section 5.6. Walls are to be designed and presented as a part of the final building elevation. Walls must step with the topography. Generally, walls may not exceed 6 feet in height from the lowest Natural Grade adjacent to the outside of a wall unless otherwise approved by the ARC. Walls between areas with significant elevation differences will be considered on a case-by-case basis. Any wall shall be offset by a 2-foot step or change-of-plane at least every 20 feet to avoid long unbroken planes of wall. Additional designs may be approved by the ARC upon submittal. Each proposed installation of any wall will be considered on a case-by-case basis and must receive approval from the ARC during the Review Process. Prior to the submittal of any plans for the construction of fences or walls, a Lot's property lines and Building Envelope shall be verified by the Owner and or Builder and noted on the plans.

4.14. PROPERTY LINE WALLS

Property line walls, which are walls outside the Building Envelope, are permitted only on Lots 17 to 43, and then only on the side and rear yards of such Lots. For portions of such walls that do not extend past the front of the Residence, such walls will not exceed six (6) feet in height. Property line walls that extend past the front of the Residence on side and front yards shall not exceed (3) three feet in height. If additional height for a property line wall is desired, the walls must conform to Section 903.07 of the Sedona Land Development Code and must be approved by the ARC, which approval may be withheld in the ARC's absolute discretion. Property line walls must be built entirely on the Owner's Lot and there must be room on the exterior side, between the wall and the Lot's property line, so that walls can be screened by approved (5) gallon size plants and or shrubs (see Appendix A) with at least one every 12 feet on center. Landscape and wall maintenance is the responsibility of the Lot Owner upon which a wall is located.

4.15. EQUIPMENT, PRIVACY AND SCREENING WALLS

Fences may be used to enclose specific use areas within a Lot. See Section 4.12 of the Declaration for additional fencing restrictions. Screen walls are to be high enough to screen the objects and or equipment located behind them. Retaining walls, that are partially below the finish grade or walls used as planters are to be properly moisture proofed to avoid unsightly water staining. In some cases landscaping may be used as a substitute for required screen walls.

4.16. LANDSCAPING WALLS AND FENCES

If multiple walls are required to retain a grade, unless otherwise approved by the ARC, there must be a 5-foot minimum separation as measured from the back of the lower wall to the front of the upper wall, and the area between the walls must be suitable for planting landscape material.

5. ARCHITECTURAL DESIGN GUIDELINES

5.1. DESCRIPTION

Because each Lot within Cor D' Amor is unique in terms of its natural opportunities and constraints, different approaches in design and construction will be necessary. Key Architectural concerns include building height and massing, scale, roof forms, color and absence of stylistic devices that are inappropriate to the southwest and Sedona areas.

5.2. BUILDING STYLE

The ARC encourages residential design and use of materials and styles relevant to the southwest and the high desert of Arizona. The desired architectural character is not one of any arbitrary style, but simply an appropriate response to the geology and climate of the area. The climate is mild most of the year but the summer months are hot and the design should respond to the solar gain at that time of year. Along with this appropriate solar orientation, the better designs associated with the high desert mountains include courtyard schemes, open breezeways, low building masses with large roof overhangs and deeply recessed windows and doors shielded from direct sun. The pursuit of these very practical and time-honored techniques will tend to give natural direction to the design of the building(s). The resultant architectural character will produce a residential environment compatible with the existing surroundings

5.2.1. Along these lines those styles prohibited on all Lots due to their general non-compliance with the Guidelines are as follows and may be further prohibited by the ARC.

- Greek Revival
- Gothic Revival
- Spanish Revival
- Italian Renaissance
- French Revival
- Colonial
- Neo-Classical
- Tudor
- Federal
- Georgian
- Victorian Gothic
- Classic Victorian

Pre-Manufactured homes. This includes traditional mobile homes, stock modular buildings, or any other Structure requiring transportation and set up in a partially completed state.

5.2.2. The ARC will require Owners and Builders to be sensitive to the adjacent home sites that are higher in elevation to the proposed Residence by ensuring that the roof structure of the proposed Residence complements the surrounding natural environment.

5.2.3. The ARC encourages use of details that will soften and enhance the architectural design. These details include, but are not limited to:

- A: Detail and relief of recessed windows, entrances and doors, expression of headers.
- B: Color scheme; painting the Residence all one color is not allowed
- C: Breaks in the roofline with elevation changes and offsets of ridges and or parapets
- D: Built-up wood fascias and deep roof overhangs
- E: Heavy timber posts & beams for trellises, covered porches and patios, shade structures, canopies and pedestrian circulation.
- F: Attention to service spaces, orientation of building and entry approach
- G: Use of native stone that represents materials of this region.
- H: Curved and angled surfaces for relief of the exterior elevations.

5.3. COMPLIANCE WITH THE LOCAL CODES

All Residences and other Improvements constructed within Cor D' Amor and the use and appearance of all land within Cor D' Amor shall comply with all applicable federal, state and local rules, regulations, zoning and code requirements. All Residences and other Improvements constructed within Cor D' Amor must be approved by the ARC prior to commencement of construction. The Declaration and these Guidelines likely will contain more restrictive design and building provisions than the City of Sedona will require. An Owner may submit final plans and specifications to the City of Sedona at the same time such plans and specifications are submitted to the ARC for concurrent review and approval; however, Owners are cautioned that any revisions required by the ARC will need to be incorporated in the submittal to the City of Sedona prior to obtaining a building permit.

5.4. BUILDING MATERIALS

5.4.1. In addition to the sensitive approach used in the planning of the Cor D' Amor Development, the Design Philosophy envisions sustainability extended well into the structure and materials of each new home. Sustainable is defined as being able to live comfortably with the harvest and use of our natural resources without impacting the ability of the next generation (s) to do the same. To this end building materials and systems that are considered "sustainable" or "green" are encouraged. The use of standard 2x6 wood framing will make it difficult to achieve the deep window and door recesses required by the Guidelines. Thick, thermally massive walls constructed of traditional adobe blocks, rammed earth, solid grouted CMU, and insulated concrete forms (ICF) will provide better energy efficiency, quieter indoor sound quality, insect and termite resistance, fire protection and a solid, permanent structure for an Owner's home.

5.4.2. Finished building materials must be applied to all exterior sides of Residences and Structures. Each material will be used to express it's characteristics

in an appropriate manner with colors and textures compatible with the natural surroundings and the architectural style used.

5.4.3. Permitted exterior finish materials include stuccoed unit masonry, adobe block, natural stacked veneer stone or panels, southwest stucco finishes, clapboard, wood shingle, architectural metals and slate. A minimum of 20% of the exterior finish materials are required to be of a natural stone. The stone may be on chimneys or full height walls or may be used as a base to anchor the building to its site. The ARC may approve other materials. Accent panels of wood or stone may be utilized if approved by the ARC. Synthetic stone, vinyl siding or standard clay bricks are not permitted.

5.5. ROOFS

5.5.1. As is the case with building materials, all roofs shall be of a material compatible to the architectural style used in terms of texture and color. Permitted roof materials consist of an architectural grade composite shingle, clay tile, concrete tile, slate, non-reflective standing seam metal or other architectural metals, including metals that otherwise would be reflective but are applied without coatings to allow the surface to weather and age to eliminate or substantially reduce the reflective character, such as copper.

5.5.2. The color of roofs must conform to the color standards as outlined by the ARC. Dominant colors such as white and bright red detract from the natural colors of the environment and will therefore not be permitted. Overhead screens, shade covers, patio roofs and other similar Structures shall be constructed of materials and colors to match or complement the main roof. The ARC shall review an Owner-provided sample of any proposed roof materials and colors during the submittal review process. All proposed roof materials and colors will be reviewed on a case-by case basis.

5.5.3. Flat roofs shall be any roof area having a slope equal to or less than 2 vertical inch per 12 horizontal inches. Flat roofs and the related parapet walls shall create rooflines compatible with the overall character of the existing topography. All flat roofs shall be enclosed by a parapet wall that is a minimum of 18 inches taller than the immediately adjacent flat roof surface. Flat roofs shall be finish coated to color blend with the exterior wall color of the Residence or Structure. White, off white or reflective finish-coated flat roofs are prohibited. All vents and other projections shall be colored to match the finished roof material coating color and shall be grouped away from areas Visible from Neighboring Property. No mechanical equipment of any kind will be permitted on flat roofs unless completely screened so as not to be Visible From Neighboring Property. Flat roof design that is known as "green" or "living" by the use of live landscaping plants

being placed in a bed of natural earth are allowed and encouraged in Cor D'Amor. Not only does this system provide for better energy conservation, it allows for the Structure to be somewhat hidden from the view of neighboring Lots and incorporates the building into it's surrounding environment.

5.5.4. Pitched roofs shall be any roof area having a slope greater than 2 vertical inches per 12 horizontal inches ranging up to a slope of 12 vertical inches per 12 horizontal inches maximum. A ridgeline may not extend more than 50 feet in any one direction. Pitched roofs and the related massing of elements shall create rooflines compatible with the overall character of the topography. Pitched roofs shall be finished with a visually pleasing material, which shall exhibit muted earth tone colors. Pitched roof colors shall complement the exterior wall color of the Residence or Structure.

5.5.5. Reflective materials are prohibited. All vents and other projections shall be colored to match the finished roof material color. No mechanical equipment of any kind will be permitted on pitched roofs. Roofs may not descend closer to finish grade than 5 feet.

5.6. EXTERIOR COLORS

5.6.1. The exterior colors of all Residences and Structures must be approved by the ARC. This shall be based on a submitted sample color panel of both principal and accent colors. Colors of high reflectivity and/or primary colors are not allowed. Any color used should be appropriate to the level and style of architecture and should not draw negative attention from the surrounding properties. Colors that complement the surrounding Improvements and existing environment are encouraged. Specific exterior material colors (including, as applicable, main body color, trim color, roofs, window frames, doors and accent color) should not exceed a 30% Light Reflectance Value (LRV) and must be submitted as samples for specific ARC approval. A color scheme that utilizes 2 main body colors is allowed and encouraged. Monochromatic color schemes where the Residence, trim, and all detail are painted all one color are not allowed.

5.6.2. Plans and specifications submitted to the ARC must include detail of the exterior color scheme, including all exterior surfaces.

5.6.3. Any repainting or redecorating of exterior surfaces will also require submittal of a color scheme to the ARC for approval unless repainting with the same colors.

5.7. HEIGHT OF RESIDENCES AND STRUCTURES

5.7.1. The ARC intends to discourage, and has the right to prohibit, the construction of any Residence or other Structure that would appear excessive in height when viewed from the street, other Lots in Cor D'Amor and neighboring properties. To help preserve view corridors, respect the privacy of adjacent Lots and relate to the topography and landscape, low profile buildings are encouraged at Cor D'Amor. For RS-35 Lots 17 - 43, general compliance with the City of Sedona 22 foot parallel to natural grade rule (Section 903.02.A City of Sedona Land Development Code) is required. For PRD Lots 1 - 16, the City of Sedona has limited the maximum building height to 18 foot parallel to natural grade and the application of the City's "Alternate Standards" is not allowed.

5.7.2. The Cor D'Amor terrain varies significantly. Section 4.32 of the Declaration sets forth the maximum building heights for Residences; however, the maximum height may not be appropriate for certain Lots. Heights shall be measured from the adjacent Natural Grade to the midpoint of a peaked roof or the parapet of a flat roof. Wherever possible, grade-adaptive architecture should be utilized to maintain the pre-existing contour of the topography with the Residence. In other words, the roofline of the Residence should follow the same line as the contour of the Lot.

5.7.3. Building projections such as chimney flues will be reviewed on an individual basis by the ARC and their compliance with the height restrictions determined accordingly.

5.7.4. Retaining walls and other walls not directly supporting a Residence or Structure shall not exceed 6 feet in height, measured from the lowest natural grade (measured on the outside of wall) adjacent to the wall. The appearance of such walls over 6 feet in height must incorporate a 5-foot separation between walls to be softened by landscaping. Retaining walls that directly support a Residence or Structure will be considered part of the elevation and will therefore be included in the overall height restrictions as listed above and reviewed by the ARC accordingly.

5.8. SIZE AND MASSING

5.8.1. The Declaration requires a minimum livable area above 2,800 square feet, as further defined in the Declaration, Section 4.33. Massing is the arrangement of the three-dimensional building solids that form the exterior of the home. Each Residence must be composed of multiple masses with each mass distinguished by a vertical and horizontal offset of a least 2 feet.

5.8.2. Every structure in Cor D'Amor should be composed of at least 3 different masses. As home size grows, the amount of masses will naturally increase to meet

these Guidelines and the City of Sedona Land Development Code. Designing in such a manner will reduce the buildings apparent bulk as will using building proportions that emphasize the horizontal. Surfaces should be relieved with a change of wall plane that provides strong shadow, which can be accomplished with a pronounced change in wall planes and or introduction of variations in the roofline.

5.8.3. Building massing shall be responsive to the architectural style in design and scale. A composition of smaller elements has the ability to yield more comfortable scale than one large element. Alternative methods of reducing the visual appearance of large massing should be thoughtfully considered, and large continuous vertical and or horizontal wall planes should be avoided.

5.9. BUILDING PROJECTIONS

All projections from a Residence or other Structure including, but not limited to, chimney flues, vents, gutters, utility boxes, porches and pergolas, railings and exterior stairways shall coordinate with the surface from which they project in terms of color, texture and materials.

5.10. GARAGE AND PARKING SPACES

Each Residence shall contain an enclosed garage for at least two full-sized vehicles. The garage can either be attached to or detached from the main structure and are permitted if in compliance with applicable building codes. All detached garages must be visually integrated with the main Residence. Garage doors must be integrated with the design of the Residence in material and massing. All garage doors must be recessed a minimum of 1 foot. Main garage openings should be oriented away from views from the street and other Common Areas and/or screened. Over-excavation at a garage site shall be an accepted practice for reducing the visual impacts of the garage. Garages designed to accommodate large recreational vehicles or boats will be permitted, but must be integrated into the design in a way that mitigates the effect of the taller garage doors and the length of the sidewall.

5.11. PATIOS AND COURTYARDS

Patios and courtyards are encouraged in the design of Residences or other Structures in Cor D'Amor. The use of outdoor living space is common in Sedona and should be utilized to reduce the overall square footage of the Residence required to be built to meet an Owner's program needs. Patios and courtyards shall be designed as an integral part of the architecture of the Residence so they can be shaded and protected from the sun by the walls of the Residence. These open areas can take advantage of natural airflow to produce cooler temperatures in the warmer months. By orienting these outdoor spaces inward, encroachment of the environment will be minimized, while maintaining privacy for the Residence.

5.12. WINDOWS, SKYLIGHTS, AND GLASS BLOCK

Skylights should be integrated into the design of the roof, conserve energy and be consistent with the materials of the Residence. Windows and clerestories of anodized aluminum, baked enamel or aluminum-clad wood are preferred for the climate. When used on any roof, a skylight must be darkly tinted, of a low profile and should be screened so that it will not be Visible from Neighboring Property. Skylights and passive solar windows will be permitted on pitched roofs on a case-by-case basis and must be integrated in the roof design. Glazing must be a color compatible with adjacent roof color. No white skylights will be permitted. Unless otherwise approved by the ARC, glass block will only be allowed on a limited basis in those interior Private Areas in which additional natural light would be beneficial, such as bathrooms. Glass block must be recessed 2 inches minimum when used. All window recesses must conform to the architectural style and be at least 3 inches from window jamb to the face of the exterior finish material. 'Bump-out' surrounds of windows to achieve this depth are not allowed, but a full height 'bump-out' is allowed if it extends from natural grade to the top of parapet or underside of soffit.

5.13. ROOF GUTTERS

Roof gutters, when installed shall be detailed and constructed into the roof structure or fascia with the downspouts being run inside the exterior walls. Exposed downspouts are not allowed. All exposed roof gutters shall be painted to match adjacent finishes. Scuppers are allowed only if they are constructed and designed as an integral part of the architecture and are only used as the overflow drain.

5.14. SOLAR APPLICATION

Passive solar application and the orientation and design of the Residence for maximum winter sun gain to reduce heating requirements will be encouraged. Solar

collectors can result in glare and reflection and will be carefully considered by the ARC but are encouraged in the design of a sustainable home.

5.15. BARBECUES, FIREPITS, AND FIREPLACES

Built in barbecue units, fire pits and or fireplaces must be contained within the yard patio or courtyard and may not encroach on the minimum setback and or be located outside the Building Envelope. Chimney elements must be sited to avoid obstructing views from adjacent properties. Also, caution must be exercised to avoid the proximity of smoke to neighboring Residences. Traditional masonry constructed, wood burning fireplaces are not allowed in the City of Sedona. Gas and wood burning units will be allowed only as permitted by local and environmental regulations and must be equipped with appropriate spark arrestors and maintained in full compliance with Cor D' Amor Declaration.

5.16. SERVICE YARD

Walls are required as screening for a service yard, if any, to enclose above ground garbage and trash containers and other outdoor maintenance, pool and service facilities. These walls must be of sufficient height to conceal equipment so that it is not Visible from Neighboring Property, but must be within the height limits set forth in these Guidelines.

5.17. GUEST HOUSE

A Guest House will only be permitted as outlined in the City of Sedona Land Development Code. Where permitted, such Structures should be designed as a single visual unit with the Residence and should be visually connected by walls, courtyards, trellises, or other landscape elements.

5.18. AWNINGS

Awning overhang colors must complement Residence exterior finishes.

5.19. ANCILLARY STRUCTURES

All ancillary Structures, including but not limited to armadas, gazebos and pool pavilions should be designed in the same architectural style as the main Residence, including use of colors, exterior materials and landscaping. They must be visually connected by approved walls, courtyards, fences or other major design elements and must not exceed the height of the Residence.

5.20. FLAGS AND FLAG POLES

No flag(s) or flagpoles will be permitted.

5.21. SITE WORK

5.21.1. Owners should be creative and sensitive in the design of their Residences. Owners are encouraged to alter as little of the site as possible from its original condition, protecting existing vegetation, top soil/top rock, watersheds and drainage ways wherever possible. Residences and Structures should be limited to the areas on the site where drainage, soil and geological conditions will provide a safe foundation. Typically, Residences should be nestled into the land, remaining low, to be a part of the site rather than being perched on it, which may result in unnecessary height of the Residence. Residences and other Improvements should step following slopes, using split and multi-level solutions wherever possible to follow existing contours and achieve a balance of cut and fill. When the construction is finished, the earth around the Residence should lie against the walls as nearly as possible to the original angle of slope. The impact of the proposed Residence on other properties and or Common Areas with the respect to privacy, view preservation and ease of access must be considered.

5.22. STORAGE TANKS

All fuel tanks, water tanks, well sites and pumps or similar storage or pumping facilities shall be installed or constructed underground.

5.23. MACHINERY AND EQUIPMENT

5.23.1. Approval of machinery, fixtures or equipment of any type, including but not limited to, heating, cooling, air conditioning and refrigeration equipment, shall be conditioned upon proper screening or concealment so as not to be Visible from Neighboring Property. Any machinery, fixtures and equipment shall be: (1) Constructed and positioned in such a manner so it is level and plumb with horizontal and vertical building components; and (2) Structurally stable in accordance with sound engineering principles. Ground mounted air conditioning units shall be concealed by a solid enclosure so that such units are not Visible from Neighboring Property. All pool equipment shall be screened so as not to be Visible from Neighboring Property.

5.24. WATER CONSERVATION

Water conserving accessories, appliances and facilities are recommended within each Residence and for landscaping and other Improvements that require water. Such facilities

should include, but are not limited to, low flow showerheads, flow reducers on faucets, water conserving lavatories, washing machines and dishwashers.

5.25. GARBAGE

Garbage and trash containers will be supplied by the trash hauler with which the Owner has contracted for trash pickup. No approvals are needed from the ARC for containers that will be supplied by an approved trash hauler

5.26. ANTENNAE & SATELLITE DISHES

5.26.1. An antenna measuring one meter or less in diameter or diagonal measurement that is designed to receive signals from direct broadcast satellites (DBS) or designed to receive video programming services from multi-channel multi-point distribution (wireless cable) providers (MMDS) or an antenna that is designed to receive television broadcast signals (TVBS) may be placed, installed or kept on a Lot if the antenna complies with the following restrictions:

5.26.2. The antenna must be placed on the Lot in such a manner as not to be Visible from Neighboring Property unless it is impossible to do so without impairing the user's ability to receive signals from a provider of DBS, MMDS or TVBS.

5.26.3. If the antenna is mounted on a Residence or other Structure and is Visible from Neighboring Property, the antenna must be painted a color that will blend into the background against which the antenna is mounted, unless the painting of the antenna would impair the user's ability to receive signals from a provider of DBS, MMDS or TVBS.

6. LANDSCAPE DESIGN GUIDELINES

When reviewing landscaping submittals, the objective of the Cor D'Amor ARC will be generally to enhance the natural environment and to screen, accent, soften, improve and or restore the visual character of the Project. All plant material should be drought resistant, water conserving and generally compatible with the indigenous plant materials of the existing area. Existing natural features such as unique vegetative groupings, rock outcroppings and washes must be preserved wherever possible. The majority of plant materials approved by the ARC will be indigenous species, which will ensure minimal water usage and compatibility with the natural environment. An aggressive re-vegetation program will be required in all areas impacted by construction to ensure an uninterrupted sense of "fit" between the community and its physical environment.

6.1. 3 LANDSCAPE ZONES

6.1.1. Natural Area. The "Natural Area" is the area lying within a Lot outside the Building Envelope. This Natural Area must remain as undisturbed, native landscape, except where scarring has occurred and re-vegetation is required. No construction activity or other Improvements may be placed that would in any way impact the Natural Area, with the exception of ARC approved property line walls. See Sections 4.13 and 4.14 of these Guidelines. Because indigenous species do not require additional water, irrigation of the Natural Area is not permitted. Irrigation of the Natural Area can lead to disease and death of indigenous species; attract undesirable insects and aid in the spread of undesirable plant species or weeds. If re-vegetation of a Natural Area is required because plants are damaged, only indigenous species are to be used. If such re-vegetation is undertaken, temporary irrigation is permitted so that re-vegetated areas may take root and hold. The density and distribution of any added plant material in the Natural Area must approximate the densities and distributions found in the immediate area. Temporary irrigation will be required in the destroyed areas until replacement plants are established. Care shall be taken not to allow runoff to impact adjacent undisturbed Natural Areas. Indigenous species that will be considered for re-vegetation are listed under "Native Zone" on the attached Cor D'Amor Recommended Plant Palette, Appendix A.

6.1.2. Transition Area. The "Transition Area" is the area located within a Lot's Building Envelope and adjacent to a proposed Residence that is disturbed during construction but does not contain any above ground Improvements. This area is the most sensitive in terms of its proximity to and visibility from adjacent rights of way, Natural Area and the areas between adjacent Lots. These areas should create a transition between the Natural Area and the more intensive plantings of the Private Area. Non-indigenous plants are permitted in the Transition Area, but they should be limited in number and should not be planted in ordered patterns, but to the extent approved by the ARC and used on a Lot, should be distributed randomly and sparingly. Upon completion of construction, this area must be restored using plant materials and densities common and indigenous to the Sedona area. Plant materials to be used in the Transition Area are included in Appendix A under "Native Zone" and "Transition Areas" on the attached Cor D'Amor Recommended Plant Palette.

6.1.3. Private Area. The "Private Area" is the area located within a Lot's Building Envelope that is screened from public view by walls or structures and is not Visible From Neighboring Property. This area may be planted with more lush and colorful plant material to fit the life-style of the homeowner. Plantings in this area may require more water and thus should be limited in area. The Private Area may be designed as a more landscape intensive area as desired by the Owner and may contain plants not listed in Appendix A.

The ARC may require the Owner to provide additional screening or routine pruning and maintenance of plants that are not indigenous species, such as trees that grow to a height Visible From Neighboring Property.

6.1.4. All landscaping installed for a new Residence must be installed within sixty (60) days of the Final Inspection by the ARC; seasonal consideration will be given for planting times. Plant materials not included in Appendix A will only be permitted on a case-by-case basis and at the sole discretion of the ARC. Drip irrigation systems are encouraged. Landscaping plans for all three landscaping zones must be submitted for Review at the same time as the Residence and all other Improvements for the Lot.

6.1.5. Type, size and location of all tree(s) and shrub material shall be specified in the landscaping submittal. All areas to be landscaped on a Lot must utilize sufficient plant material to conceal disturbed areas and return those areas to their pre-construction densities. All bare earth must be covered by an approved organic and or native stone material to provide a clean, dust free appearance. Prior to commencement of landscaping, all Construction Envelopes must be maintained in a neat and weed free condition.

6.1.6. All landscaping must reflect the character of the development. Rock and hard surface landscape features should generally conform to the following:

A: All introduced boulder and rock features within a landscape must be of similar color and form of existing onsite rock settings.

B: Rocks and boulders, patios, sidewalks, courtyards and walls may be used to supplement and create imaginative landscaping design.

C: Artificially colored rocks are prohibited in all zones..

D: All ground cover must be of a similar color and size to the natural rock colors found within Cor D'Amor. Crushed granite or other uniform size and color imported rock or gravel as landscape finish is not permitted.

6.2. WILDFIRE PROTECTION

To the extent reasonably possible, each Owner within Cor D'Amor is recommended to observe practices that reduce the risk of wildfires. Please refer to the Sedona Fire District's "Defensible Space" suggestions and guidelines and note that these are suggestions, not requirements. It is intended that residents will create a reasonable defensible space that does not excessively remove the native vegetation to such an extent as to contradict the Guidelines or the Design Philosophy and creates a site that is bare and denuded.

7. CONSTRUCTION REGULATIONS AND GUIDELINES

7.1. To assure that the natural landscape of each Lot is not damaged during any construction activities, the following regulations (Construction Regulations) shall be enforced during the construction period. These regulations shall be made a part of the construction contract document specifications for each Residential Unit and other Improvements on a Lot, and all Builders, Owners and other Persons shall be bound by these regulations. Any violation by a contractor, employee or agent of Owner (including Builder) shall be deemed to be a violation by the Owner of the Lot.

7.2. The policing of building sites during construction will be done by Representatives of the ARC. Violations of the Construction Regulations will be reported to the Association and a letter will be sent to the person creating the violation if such person can be identified. In all cases, a letter regarding any violation will be transmitted to the Owner or the person designated by the Owner to receive notices of violations by written notice given by the owner to the ARC. Continued violation of these policies and procedures may result in the Association exercising all remedies available under the Declaration and law.

7.3. PRE-CONSTRUCTION CONFERENCE

Prior to commencing construction, the Builder must meet with a Representative of the ARC to review construction procedures and coordinate construction activities in Cor D'Amor. At the pre-construction conference, the Builder must provide the following:

A: Performance Deposit (defined below)

B: Construction Area Plan (defined below)

C: Construction Schedule: An approximate construction schedule indicating start and completion dates of construction, utility hook-up, completion of landscaping work and anticipated occupancy date. If the Builder becomes aware of any significant delays or interruptions to the construction schedule, the Builder must notify the ARC at the earliest possible time.

D: Letter of Assurance (defined below)

E: Any other items as may be requested by the ARC at the time the meeting is scheduled.

7.4. PERFORMANCE DEPOSIT

By signing attached Appendix C, The Performance Deposit Rule, Builder and Owner each acknowledge and agree that, prior to the commencement of any construction activities on Owner's Lot and Residence, Builder or Owner shall deposit with the Declarant or the management company agent or loan association at such time

as it is established, the sum of \$5,000.00, in cash, as security for the performance of the construction activities in accordance with the provisions of said Appendix C. See Section 7.15 of these Guidelines regarding Restoration or Repair of Other Lot Damages.

7.5. CONSTRUCTION ENVELOPE

The "Construction Envelope" limits the area of actual above grade Improvements on each Lot within the Building Envelope and is the area within which all activities related to the Improvements to be constructed must occur. At the pre-construction conference and prior to the commencement of any construction activity on a Lot, the Owner and Builder shall provide a detailed plan as to the manner in which the natural environment will be protected, and the areas to which all construction activity will be confined, including but not limited to: size and location for construction material storage, limits of excavation, drive areas, parking, chemical toilet location, temporary Structures, if any, dumpsters, storage of debris, fire extinguisher, utility trenching and construction sign ("the Construction Area Plan"). An industry standard orange safety construction fence or ARC determined equivalent (minimum 4 feet height) must be erected from the street to the Construction Envelope for the duration of construction. The fence shall have a single entrance located at the driveway entrance and shall be maintained intact until the completion of construction. All construction activities, materials and equipment must be kept within the construction fence at all times. All fencing shall meet or exceed the City of Sedona requirements for construction fencing. Except for Improvements for which the Owner has obtained ARC approval: (1) No excavation or fill shall be created or stored upon any Lot; (2) No change in the natural or existing drainage for surface waters shall be made upon any Lot without approval of the ARC; and, (3) No Specimen Plants outside the Building Envelope shall be damaged, destroyed or removed from any Lot. Subject to the provisions of the Declaration, in the event of any violation of the above, the Association may cause the Lot to be restored to its state existing immediately prior to such violation; or, in the event any Specimen Plants are damaged, destroyed or removed from outside the Building Envelope on a Lot, the Association may cause to be replaced any Protected Plant that has been improperly removed or destroyed with such other plant that the ARC may deem appropriate. The Association also may exercise any other right or remedy available to it under the Declaration or applicable law.

7.6. LETTER OF ASSURANCE

By providing a Letter of Assurance from the Owner's financial institution, the Owner agrees and acknowledges that, prior to commencement of any construction activities on the Owner's Lot and Residence, the Owner has established an escrow account that will insure the completion of the Residence and or other structures as approved by the ARC and permitted by the City of Sedona. The Letter of Assurance will establish procedures and protocol for access to the escrow account, or equivalent

insurance policy, so that in the event of an unforeseen accident or emergency to the Owner(s), the project's funding will continue to be available to the Owner's Builder so that the Residence and or other Structures can be completed as designed and approved.

7.7. CONSTRUCTION SAFETY AND HEALTH ACT COMPLIANCE (OSHA)

All applicable OSHA regulations, City, County & State life safety codes, and these Construction Regulations must be strictly observed by any Owner, Builder or other Representative while within Cor D'Amor.

7.8. CONSTRUCTION TRAILERS AND PORTABLE FIELD OFFICES

Any Owner or Builder who desires to bring a construction trailer, field office or similar temporary building to Cor D'Amor shall first apply for and obtain written approval from the ARC at the time of pre-construction conference. The ARC will work closely with the Owner or Builder to determine the best possible location for such building in the Building Envelope. Such temporary buildings shall be located only in a location approved by the ARC and shall be removed within 15 days after certificate of occupancy is issued by the City of Sedona.

7.9. DEBRIS AND TRASH REMOVAL

7.9.1. Owners and Builders shall clean up all trash and debris on the construction site at the end of each day and deposit in an approved on-site trash receptacle. Trash and debris shall be removed in a timely manner to avoid overflow from each construction site. Lightweight material, packaging and other items shall be placed in a closed container, covered or weighted down to prevent wind from blowing such materials off the construction site. Owners and Builders are prohibited from dumping, burying or burning trash anywhere on the Lot or in Cor D'Amor, except in the areas, if any, expressly designated by the ARC. Disposal of any type of chemical, cleaner, fuels, oils or any toxic or environmentally harmful materials is absolutely prohibited at Cor D'Amor.

7.9.2. During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore or affecting other Property in Cor D'Amor. Any clean up cost incurred by the Association in enforcing these requirements will be billed to the Owner. Dirt, mud or debris resulting from activity on a construction site shall be promptly removed from roadways, driveways and all other Property within Cor D'Amor.

7.9.3. On each construction site, the Builder must designate a wash out area within the Construction Envelope for contractors and suppliers to clean their

equipment. The cleaning of equipment must occur, and cleaning effluent must remain, within that specified area. Equipment cleaned in any area other than the designated area may result in the Association retaining all or a portion of the Builder's Deposit to repair any damages resulting from such equipment cleaning in improper areas or the Association exercising any other right or remedy available under the Declaration or law.

7.10. SANITARY FACILITIES

Each Owner and Builder shall be responsible for providing adequate sanitary facilities for their construction workers. Portable toilets or similar temporary toilet facilities shall be located only on the site itself or in areas approved by the ARC. Facilities shall be emptied as necessary and in no case shall an Owner, Builder or any contractor or any of their employees be permitted to use sanitary facilities provided by the Declarant or the Association.

7.11. VEHICLES AND PARKING AREAS

Construction crews will not park on, or otherwise use, other Lots or Common Areas. Private and construction vehicles and machinery shall be parked only in areas designated by the ARC. All vehicles will be parked so as not to inhibit traffic and to avoid damage to the natural landscape.

7.12. CONSERVATION OF LANDSCAPING MATERIALS

7.12.1. Owners and Builders are advised that the Lots and Common Areas contain valuable native plants and other natural landscaping materials that should be protected during construction, including topsoil, rock outcroppings, boulders and plant materials.

7.12.2. Materials that cannot be removed and are to be saved should be marked and protected by flagging, fencing or barriers. The Association shall have the right to flag major terrain features or plants, which are to be preserved and fenced off for protection. Any trees or branches removed during construction must be promptly cleaned up and removed immediately from the construction site.

7.13. EXCAVATION MATERIALS

Excess materials should be immediately removed from the site.

7.14. BLASTING

No blasting or impact digging that may cause seismic vibrations may occur without the prior written consent of the ARC. Such consent shall be given if the Owner or Builder has delivered to the Association the written opinion of an expert consultant declaring that the proposed activity may be accomplished safely. The timing of all such activities shall be coordinated with the Association to enable the Association to give timely notice to all persons in the area. Applicable governmental regulations should also be reviewed and observed prior to any such activities.

7.15. RESTORATION OR REPAIR OF OTHER LOT DAMAGES

Damage and scarring to a Lot outside the Construction Envelope or to other Lots or Common Areas, including but not limited to, vegetation, roads, driveways and or other Improvements will not be permitted. If any such damage occurs, the Owner of the Lot will be obligated to repair damage and restore the area promptly. Upon completion of construction, each Owner and Builder shall clean his construction site and repair all of the Lot (and any other property, if applicable) that was damaged, including but not limited to restoring grades, planting shrubs and trees as approved or required by the ARC, and repair of streets, concrete curbs and gutters, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing. If such restoration or repair is not completed, the Association may retain some or all of the Builder's Deposit to remedy the damage.

7.16. MISCELLANEOUS AND GENERAL PRACTICES

All Owners will be absolutely responsible for the conduct and behavior of their Agents, Representatives, Builders, Contractors and Subcontractors on Cor D'Amor. The following practices by Builders, Contractors, Subcontractors and their agents are prohibited at Cor D'Amor, and will be considered a violation of these Design Guidelines and subject to appropriate fines:

- 7.16.1. Changing Oil in any vehicle or equipment anywhere within Cor D'Amor other than at a location designated for that purpose by the ARC.
- 7.16.2. Allowing Concrete suppliers and contractors to clean their equipment on the site itself other than at the locations designated for that purpose by the ARC.
- 7.16.3. Removing any rock, plant material, topsoil or similar items from any Lot of others within Cor D'Amor, including construction sites, unless it is from the site under construction and only then with prior approval from the ARC.
- 7.16.4. Carrying any type of firearms on Cor D'Amor.
- 7.16.5. Using disposal methods or units other than those approved by the ARC.

- 7.16.6. Allowing any trade contract personnel to smoke in any Residence. Material storage areas, trash collection areas, and hazardous working places are designated "No Smoking" areas.
- 7.16.7. Disposing of cigarettes, or any contaminated and flammable material within Cor D' Amor. At least one 10 pound ABC-rated dry chemical fire extinguisher shall be present and available in a conspicuous place on a Lot during any construction activity at all times.
- 7.16.8. Mistreating or removing any natural plant materials not previously approved by the ARC.
- 7.16.9. Consuming of alcoholic beverages or controlled substances within Cor D' Amor except when approved by the ARC.
- 7.16.10. Crossing or otherwise traveling over or through Natural Areas.
- 7.16.11. Allowing domesticated or wild animals to be brought to any site within Cor D' Amor. If there is a violation of this rule, the Association has the right to contact the applicable authorities to impound such animals or to take such other actions as may be permitted by law, the Design Guidelines or the Declaration.
- 7.16.12. Catering trucks using horns to notify customers of their presence. Any trash generated by the purchase of items from catering trucks and from all other construction activities must be contained and disposed of properly in trash receptacles. If there are violations of this rule, the Association has the right to ban catering trucks from Cor D' Amor.

7.17. CONSTRUCTION ACCESS

The only approved construction access during the time a Residence or other Improvements are being built will be over the approved driveway for the Lot and within the Construction Envelope fence unless the ARC approves an alternative access point.

7.18. DUST AND NOISE

The contractor shall be responsible for controlling dust and noise from the construction site in compliance with applicable governmental regulations. At no time should the dust and noise level disturb or become a nuisance to the adjacent properties.

7.19. SIGNAGE

Temporary construction signs shall be limited to one sign per general contractor (no subcontractors) and one sign for the architect per site not to exceed 6 square feet of total surface area. The sign (s) shall be free standing and the design and location of such a sign shall first be approved by the ARC. The ARC will require all construction signs to meet the following criteria:

- 7.19.1. Signs shall be single faced panel type and no additional sign may be attached to any construction sign either by fastening directly to the main sign or by suspension below it.
- 7.19.2. Information such as "For Sale", "Available" or similar language or description phrases such as "3-bedroom" may not appear on any construction sign.
- 7.19.3. Colors of sign background should be muted earth tones that harmonize with the natural colors rather than sharply contrast with them. Such signs may not be lighted; t a sign's letter colors should relate harmoniously with the background colors while providing contrast to enable the sign to read from approximately 20 feet.
- 7.19.4. Construction signs must be removed at the time a Residence is substantially complete, or when the ARC directs the sign to be removed.

7.20. DAILY OPERATIONS AND ACCESS

- 7.20.1. Construction activity will be allowed only during the following construction hours:

Monday thru Friday	6:30am to 6:00pm (October 1 thru April 30)
Monday thru Friday	5:00am to 6:00pm (May 1 thru September 1)
Saturday	8:00am to 6:00pm

- 7.20.2. Any proposed construction hours on Sunday must have the prior written consent of the ARC. Daily hours of operation shall not be affected by observed Federal holidays.

APPENDIX A COR D'AMOR RECOMMENDED PLANT PALETTE

NATIVE AREA

4000 to 6000 Foot Elevation Above Sea Level

NATIVE AREA TREES

BOTANICAL NAME	COMMON NAME
Juniperus Deppeana	Alligator Juniper
Juniperus Monosperma	One-seed Juniper
Juniperus Osteosperma	Utah Juniper
Pinus Edulis	Pinon Pine
Coniferous trees other than those listed above will be considered on a case by case basis. The deciduous trees listed here in this Appendix are for use in the Private Area of the Lot only. No deciduous trees are allowed to be planted outside of the Private Area unless they were pre-existing and photographic evidence is provided of said tree(s)	
Quercus Emoryi	Emory Oak
Quercus Gambelii	Gambel Oak
Quercus Grisea	Gray Oak

NATIVE AREA SHRUBS

BOTANICAL NAME	COMMON NAME
Arctostaphylos Pungens	Pointleaf Manzanita
Ceanothus Integerrimus	Deerbush
Cercocarpus Integerrimus/Alderleaf	Mountain Mahogany
Dasylyrion Wheeleri	Desert Spoon
Graylia Brandegei	Spineless Hop Sage
Rosa Fendleri	Fendler Rose
Rosa Arizonica	Arizona Rose
Yucca Angustissima	Narrowleaf Yucca
Yucca Navajoa	Navajo Yucca

NATIVE AREA GROUNDCOVER

BOTANICAL NAME	COMMON NAME
Berberis (Mahonia) Repens	Creeping Barberry
Virginia Creeper groundcover	Vineline, climbing

NATIVE AREA GRASSES

Native Grasses Non Irrigated

Alkali Sacaton
Blue Grama
Galleta
Bear Grass
Orchard Grass

Indian Rice Grass
Little Bluestem
Sheep Fescue
Love Grass

Side Oats Grama
Spike Muhly
Western Wheat Grass
Squirrel Tail

NATIVE AREA WILDFLOWERS

Native Grasses Irrigated

Blue Flax
Gaillardia
Purple Prairie Clover
Indian Paintbrush
Verbena
Yellow Columbine

Evening Primrose
Rocky Mountain Aster
Groundsel
Sand Verbena
Mohave Bluebells
New Mexico Lupine

Purple Aster
Yellow Sweet Clover
Cone Flower
Coreopsis
Desert Marigold
Monkey Flower

TRANSITION AREA

4000 to 6000 Foot Elevation Above Sea Level

Note: The plant material on this list represents a “preliminary” state of development. Before beginning any design for landscape, a current list of approved plant material should be obtained from the review committee and or applicable homeowners association.

TRANSITION AREA SHRUBS

BOTANICAL NAME

COMMON NAME

Arctostaphylos “Emerald Carpet”
Arctostaphylos Patula
Artemisia Tridentata
Berberis Repens
Berberis Thunbergii “Crimson Pygmy”
Centranthus Ruber
Chrysothammos Nauseosus
Cottoneaster Spp.
Cowania Stansburiana
Ephedra Viridis
Euonymus Alata
Fallugia Paradoxa
Guitierrezia Sarothrae
Juniperus

Bearberry
Manzanita
Big Western Sage
Oregon Grape
Dwarf Barberry
Red Valerian
Rabbittbush
Cottoneaster
Cliff Rose
Green Ephedra
Burning Bush
Apache Plume
Snakeweed
Prince of Wales Juniper

Juniperus Horizontalis "Wiltonii"
 Nolina Microcarpa
 Perovskia Atriplicifolia
 Potentilla Tabernaemontanii
 Pyracantha Cocinea "Low Boy"
 Rhus Trilobata
 Salvia Daghestanica
 Salvia Greggii
 Salvia Pachyphylla
 Salvia Pitcheri
 Salvia Clevelandius

Blue Carpet Juniper
 Bear Grass
 Russian Sage
 Spring Cinquefoil
 Firethorn
 Squawbush
 Silver leaf sage
 Wild bush sage
 Giant purple sage
 Pitches blue sage
 Calif. white sage

TRANSITION AREA FLOWERING PERENNIALS AND ACCENTS

BOTANICAL NAME

COMMON NAME

Abelia Grandiflora
 Achillea Spp.
 Aquilegia Spp.
 Buddleia Davidii
 Echinacea Purpurea
 Kniphofia Spp.
 Melampodium Leucanthum
 Oenothera Caespitosa

 Penstemon Spp.
 Psilostrophe Bakeri, Tagetina
 Ratibida Columnifera
 Salvia Spp.
 Stachys Byzantina
 Viguiera Multiflora
 Yucca Baccata
 Yucca Elata
 Zinnia Grandiflora

Abelia
 Yarrow Species
 Native Columbines
 Butterfly Bush
 Purple Coneflower
 Poker Plants
 Blackfoot Daisy
 White Tufted
 Evening Primrose
 Penstemon Species
 Paperflower Species
 Mexican Hat
 Salvia Species
 Lamb's Ear
 Showy Goldeneye
 Banana Yucca
 Soaptree Yucca
 Prairie Zinnia

TRANSITION AREA GROUNDCOVERS

BOTANICAL NAME

COMMON NAME

Festuca Ovina "Glauca"
 Poa Lolium Blend

Blue Fescue
 Bluegrass Ryegrass
 Blend Sod

APPENDIX B COR D'AMOR ARCHITECTURAL COMMITTEE APPLICATION

Together with this Application, I have attached the appropriate Architectural Review Fee made out to Cor D'Amor Community Association, Inc. and the schematic plans for our Residence. The schematic plans have been prepared with the most recent copy of "Design Guideline for Cor D'Amor.

Lot Owner's Signature

Lot Owner's Signature

PLEASE PRINT OR TYPE ALL OF THE FOLLOWING INFORMATION

Lot Owner

Lot Owner

Address

Lot Number

City State Zip Code

General Contractor

Architectural Firm

License Number

Address

Address

City State Zip Code

City State Zip Code

Area Code Phone Number

Area Code Phone Number

APPENDIX C COR D'AMOR PERFORMANCE DEPOSIT RULE

C.1.1 Following approval by the Architectural Committee of any proposed construction of a Residence or Improvements within the Property and before actual construction commences on the Owner's Lot, the party responsible for the construction of the Residence or Improvement shall enter into a Deposit Agreement as attached hereto with the Declarant or with the Association and or its Management Company Agent and deposit therewith the sum of \$5,000.00 dollars to be held in escrow pending the completion (including clean up) of the construction of the Residence and or Improvements.

C.1.2 If the party responsible for the construction of the Residence or Improvements causes any damage and or fails to comply with the approved plans and or any of the Rules and Regulations of Cor D'Amor Community Association, then the Association may use such sum of money to:

C.1.2.1: when appropriate, correct the damage or

C.1.2.2: enforce the failed compliance, including, but not limited to, the payment of attorneys' fees, filing of lawsuits and purchasing bonds for injunctive relief. In such event, the party responsible for the construction of the Residence or Improvements shall immediately pay to the Declarant or the Association and or Management Company Agent, as the case may be, an amount sufficient to replenish said deposit to the sum initially deposited.

C.1.3 Upon completion of the Residence or other Improvements within the Property, the party who made the \$5,000.00 escrow deposit shall certify in a letter to the ARC (the "Certification):

C.1.3.1: that a Residence has been built in compliance with the approved plans and the Declaration and these Guidelines;

C.1.3.2: that all appropriate clean up has been made;

C.1.3.3: that all required landscaping Improvements have been completed; and

C.1.3.4: that the construction and or Improvements have not caused any damage, or, that all damage caused thereby has been rectified to Declarant's or the Association's and or its Management Company Agent's sole discretion, as the case may be.

C.1.4 The letter shall be mailed by Certified Mail, Return Receipt Requested to the address so designated by the Association, which shall have 15 days from receipt thereof to

C.1.4.1: return the escrow deposit less any funds expended in enforcement and or correction (or one half of the escrow deposit if certification is to item C.1.3.1 and C.1.3.2 only) or

C.1.4.2 refuse to return such funds or portion thereof and specifically state in writing how such party is not in compliance.

C.1.5 Upon completion of all required landscape work (if not done prior to the first certification and application for return of on half of the escrow deposit), the party requesting the return of the escrow deposit or any portion thereof shall send a letter by Certified Mail, Return Receipt Requested, to the Association stating that all landscape work has been completed in accordance with the approved plans; whereupon the balance of the escrow deposit, less any funds expended in enforcement and or correction, will be returned to the Applicant and the Association shall notify such person in writing as to any non-compliance and reason for non-return of the funds.

C.1.6 Builder and Owner hereby agree to indemnify the Declarant, the Association and its Management Company Agent and to defend and hold those same parties harmless from all claims, costs fees (including court costs and witness and attorneys' fees), expenses, loss, damage and liability of any kind, including, without limitation, mechanics' or materialman's liens, which may be asserted against or incurred by the Declarant, the Association and its Management Company Agent as a result of the construction activities by Builder or Owner or any damage caused by Builder, Owner, their respective agents and employees. This indemnity shall survive the termination of the final completion of the construction activities to said Owner's Lot and Residence.

DEPOSIT AGREEMENT

In compliance with the rules adopted the Architectural Review Committee ("ARC") and the Board of Directors for the Cor D'Amor Community Association ("BODCDACA")
_____, (the Owner), does hereby deposit with the Declarant and or the Management Company Agent (circle one) for the Association the sum of \$5,000.00 (hereinafter referred to as the "Deposit") and agrees to the following terms and conditions:

1. The Deposit shall be held as security against any damage (as the term is defined in Section 7.15 of the Design Guidelines) caused by the acts and or omissions of Owner, his general Contractor and or employee, agent, or subcontractor of the Owner or general Contractor in connection with the construction of Improvements on the Owner's Lot.

2. Upon occurrence of any such damage, the Declarant, or the Association, from time to time, and without prejudice to any other remedy, may use the Deposit to the extent necessary to repair such damage or pay to the injured party the cost of such damage. It is expressly understood that the use of any or all of the Deposit shall not be considered a measure of the damage nor release the Owner from paying additional amounts if the total damage exceeds \$5,000.00.

3. Within a reasonable time of the ARC being notified of the occurrence of any such damage, the amount of the Deposit to be used, if any shall be approved in writing by a majority of the ARC. The ARC may postpone its review of payment pending receipt of any information that the ARC, in its sole discretion, may require. A copy of the ARC decision shall be mailed to the Owner at the Address indicated below. Withdrawal of money from the Deposit shall occur no sooner than 10 days after the date of the written notice of the ARC decision is sent to the Owner.

4. If the Owner wishes to contest the ARC's decision to use any or all of the Deposit as ascribed above, he and or she must, within 10 days after the date of notice of the ARC decision with respect to said Deposit, submit a written request to the Declarant or the management Company as the case may be, for a hearing as part of the larger agenda of a regular or special meeting of the BODCDACA. Once such hearing date is schedules, the BODCDACA will send written notice of the hearing date to Owner no less than 10 days prior to said date. The BODCDACA by majority vote, shall determine the amount of the Deposit to be used, if any.

5. Neither the Declarant, the ARC, the Board, nor any member thereof, shall be liable to the Owner or any other person for any loss, damage or injury arising out of the payment or non-payment of the Deposit funds unless such loss, damage or members of either, as the case may be.

6. Upon completion of the construction of the Owner's Lot as per the approved plans and specifications, delivery of the Certification to the ARC and a final inspection by the ARC satisfactorily indicating that no damage as set forth in paragraph 1 remains un-remedied and that all construction has been completed pursuant to the approved plans and specifications, including landscaping plans, the Deposit or any balance thereof shall be returned to the Owner.

8. No interest shall be payable on the Deposit.

9. By signature below, the Declarant and or Management Company (circle one) acknowledges receipt of \$5,000.00 in form of

_____.

Executed on the _____ day of _____, 200__.

OWNER

Lot Owner Print Name

Lot Owner Print Name

Lot Owner Signature

Lot Owner Signature

Lot Owner Address

Lot Owner Address

City State Zip Code

City State Zip Code

Area Code Phone Number

Area Code Phone Number

DECLARANT AND OR MANAGEMENT COMAPANY (circle one)

Company Name

Area Code Phone Number

Address

City State Zip Code

By Name Print

By Name Signature