

¹Blue Ridge Estates



Alignment of CC&Rs Article III With Architectural Committee Standards Article X

The Blue Ridge Estates CC&Rs provide significant latitude to the Architectural Committee for the purpose of interpreting and applying the easements, restrictions, covenants, and conditions contained in the CC&Rs. In Article III of the CC&Rs some Sections require the Approval of the Architectural Committee. The purpose of this document is to better inform the Blue Ridge Estates lot owner by clarifying those Sections of Article III which align with the Architectural Committee Standards established in Article X. The Fire Safety Committee has made a significant contribution to this document in order to help protect the community of Blue Ridge Estates.

The Blue Ridge Estates CC&Rs are in black; the Architectural Committee and Fire Safety Committee guidelines are in red (or italics).

Comments and recommendations to these guidelines are always welcome by the Architectural Committee. Communications should be sent via email to the archcommittee@blueridgeestates.com or sent by mail to HC 31 Box 1248, Happy Jack, Arizona, 86024.

Like all homeowners associations, there are fines for lack of compliance with the Association CC&Rs. Through this document the Architectural Committee hopes to minimize any misunderstandings that may occur relative to interpretation of the CC&Rs.

ARTICLE III

LAND USE CLASSIFICATIONS, PERMITTED USES AND RESTRICTIONS

Section 3.1 Permitted Uses and Restrictions - Single Family. The permitted uses, easements and restrictions for the Property shall be as follows:

- (a) Single Family Residential Use. The Property shall be used, improved and devoted exclusively to Single Family Residential Use. No business, commercial, manufacturing, industrial, mercantile, vending or similar activity of any kind whatsoever shall be conducted on any of the Property, with the exception of the

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construction and sales activities of the Declarant or any affiliate or agent of Declarant with respect to the Property. (Nothing herein shall be deemed to prevent the leasing of any Property to a Single Family from time to time by the Owner thereof, subject to all of the provisions

All buildings and structures erected on the Property shall be of new construction and no buildings or structures shall be moved from any other location onto said Property except for buildings or structures used by the Declarant or any affiliate or agent of Declarant in construction or sales activities. No building or structure shall be erected or maintained separate from the Single Family Residence located on any Lot, other than a garage in accordance with Coconino County zoning ordinances in existence at the time. No dwelling or residence shall be erected, permitted or maintained having a floor area of less than twelve hundred square feet, and a ground floor area of less than eight hundred fifty square feet, exclusive of an open porch, carport or attached garage. No garage or shed shall be built prior to the issuance of a Coconino County building permit for the construction of a Single Family Residence.

- A. As per Article 3.7 No mobile homes or manufactured homes of any kind shall be allowed on any portion of the Property, this includes mobile homes, manufactured homes or modular homes. All homes must be site built.*
- B. The square footage is computed on outside wall measurements.*
- C. The minimum square footage requirements do not include garages (attached or unattached), carports, open porches, crawl spaces nor basements. Walkout basements on sloped lots, where one wall of the basement is exposed and contains windows and doors and is constructed in such a manner as to qualify as "livable space" by the County Bldg Dept., will be included in the minimum area calculation.*
- D. One detached structure may, with Architectural Committee approval, be constructed on a property. The residence must be constructed and completed before the detached structure is built.*

Section 3.2 Tanks - Only tanks that contain fuel for heating purposes shall be allowed on the Lots and must be walled in or kept screened by adequate planting to conceal them from the neighboring properties, roads and streets. The location and method of concealment of the tanks must be approved by the Declarant or Architectural Committee. All tanks must be painted earth-tone colors.

- A. In May of 2004 the Blue Ridge Estates Board of Directors suspended this requirement until further notice.*

Section 3.3 Fencing - Declarant may erect fencing with gates on the perimeter of the Property, along any easements or wherever it deems it necessary or desirable. The perimeter of any individual Lot may be fenced. All fencing must be of materials complimentary to the area and must be approved by the Declarant or Architectural Committee.

- A. Fencing on any property must be approved by the Architectural Committee and be of a material and color harmonious with the forest.*
- B. Chain link fences must be vinyl coated in forest brown or forest green.*

- C. The specifications for gates into the National Forest from properties bordering the National Forest are a maximum width of five (5) feet with two steel H posts cemented into the ground on both sides of the gate. These gate specifications are also available on the Blue Ridge Estates website (www.blueridgeestates.com) or may be obtained by contacting the A.C. or HOA manager.*

Section 3.4 Building Materials - No building material of any kind or character shall be placed upon any Lot except in connection with construction on said Lot of an Improvement as approved by the Declarant or Architectural Committee. As soon as building materials are placed on any Lot in such connection, construction shall be promptly commenced and diligently prosecuted in order that such construction shall be completed within a reasonable time after commencement but not later than nine (9) months from the date the material has been placed on the Lot.

- A. The term “construction shall be completed” is interpreted to mean the completion of the exterior shell of the primary residence and all associated garages, porches and decks as well as all exterior work such as excavation, driveway and survey pin replacement.*
- B. Coconino County ordinances require that before a detached structure may be built, the approved single family residence must be complete. A detached structure larger than 120 sq. ft. requires County approval.*
- C. A certificate of Occupancy, issued by Coconino Co., is required to receive the \$500.00 building deposit refund.*

Section 3.5 Driveways - All driveways which are established upon a Lot by an Owner shall be surfaced or paved with concrete, gravel, cinders or asphalt. The location of the driveway and the materials used shall be approved by the Declarant or Architectural Committee prior to the commencement of construction or use. All driveways must be ten (10) feet in width.

- A. There are no current plans to amend the materials or width requirements identified other than to interpret the 10 foot width requirement as a minimum. It is highly recommended home owners use circular drives wide enough for emergency vehicles to enter and exit the property.*
- B. Crushed rock is an acceptable surfacing material. The color must be Approved by the Architectural Committee.*

Section 3.6 Temporary Structures - No temporary building or structure shall be placed, erected or maintained on any portion of the Property.

A temporary structure or building is defined as one without a cement or block foundation to which the structure or building is permanently attached and may not include any container, (vehicle, r.v., house trailer, hauling trailer etc.) not harmonious with the residence and forest.

Section 3.7 Trailers and Motor Vehicles - No mobile homes or manufactured homes of any kind shall be allowed on any portion of the Property. No vehicles shall be driven

on any streets or roads within the Property unless properly licensed. No unlicensed vehicles shall be kept or placed upon any portion of the Property unless parked within an enclosed garage. Except with the prior approval of the Declarant or Architectural Committee, no bus, motor home, truck larger than three-quarter (3/4) ton, trailer of any kind, boat, recreational vehicle, mini-bike, camper (except during the course of making deliveries or for the purposes of loading or unloading) or permanent tent or similar vehicles or equipment shall be kept, placed, maintained, constructed, reconstructed or repaired upon any portion of the Property, including streets and roads (public or private) within the Property in such a manner as will be Visible From Neighboring Property, provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs and/or vehicles used exclusively in connection with the construction of any Improvements approved by the Declarant or Architectural Committee.

- A. During the nine (9) month construction period a storage trailer or other storage container not to exceed 24 feet in length is authorized to store construction materials and equipment. It must be removed immediately upon completion of the construction.*
- B. During the construction period a “roll-off” dumpster is allowed to be placed on the lot for the purpose of collecting construction trash. It must be removed immediately upon completion of the construction.*
- C. At no time is a tent, travel trailer, pop up camper, truck with camper over cab or motor home to be placed on any lot or street to provide any type of living accommodation or stored on a lot within the association either before or after the residence is constructed.*
- D. If you can live/sleep in it, you cannot park it in Blue Ridge Estates. However, if you can park it in your garage and close the door, a Non-Compliance notice will not be issued.*
- E. One ton trucks used as personal transportation are acceptable to be parked on the homeowner’s property within the Association.*
- F. Visitors to your home will be allowed to park an RV or other camping vehicle on your lot for the period of one week provided the home owner notifies the Architectural Committee of the arrival and departure dates. Failure to notify the Architectural Committee of the arrival and departure dates will result in a Violation Notice. County ordinance dictates no sleeping is allowed in any of these vehicles while parked on your lot.*

- G. Loading, unloading or cleaning sleeping type trailers (RVs, 5th wheels nor campers of any kind), may be kept on the property for a maximum of two (2) days. No one may occupy the vehicle during this time.*
- H. Mini bikes, also known as “all terrain vehicles,” must be kept in a garage when not in use.*
- I. One utility trailer, small outboard motor boat or canoe and a trailer may be stored out of sight on the property with the approval of the Architectural Committee. To do so the lot owner must submit a request for approval and include the type of trailer, the current license number and*

the location on the property. If, however, there is a complaint from another lot owner, the item(s) must be removed or otherwise be placed out of sight. Such items may be stored within a garage. The trailers and boats as well as the storage area must be clean and well maintained.

Section 3.8 Maintenance of Lawns and Plantings by Owner - Each Owner of a Lot shall keep his Lot free of trash and other unsightly material. No Owner shall cut down any tree larger than four (4) inches in diameter without the consent of the Declarant or Architectural Committee. All Lots shall be maintained by thinning and trimming of trees to keep fire danger to a minimum.

Mandatory maintenance:

A. Remove dead and down trees and brush.

B. Remove standing dead trees; leave one standing dead tree per acre.

Section 3.9 Nuisances - No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property, and no odors shall be permitted to arise there from so as to render any portion of the Property unsanitary, unsightly, offensive or detrimental to any other portion of the Property or to its occupants. No noxious, destructive or offensive activity or any activity constituting an unreasonable source of annoyance shall be permitted to be conducted, exist or operate upon any portion of the Property. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other devices, except security devices used exclusively for security purposes, shall be located, used or placed on any portion of the Property. The Declarant or the **Board**, in its sole discretion, shall have the right to determine the existence of any of the activities described herein.

Section 3.10 Repair of Buildings. No building or structure upon any portion of the Property shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 3.11 Trash Containers and Collection - No garbage or trash shall be placed or kept on any portion of the Property except in covered containers of a type, size and style which are approved by the Declarant or Architectural Committee. In no event shall such containers be maintained so as to be Visible From Neighboring Properties. All rubbish, trash or garbage shall be removed from any portion of the Property and shall not be allowed to accumulate thereon. No incinerators for burning trash or

garbage shall be kept or maintained on any portion of the Property nor shall garbage or trash be permitted to be buried on any portion of the Property at any time.

A. Trash containers specified or provided by the local trash company are approved for use. It is recommended any garbage container be housed within an enclosure attached to the residence or garage.

A. No garbage can may be left out for more than a twenty-four (24) hour period.

- C. Any common garbage can (metal or plastic) is acceptable provided it is stored out of sight preferably within an enclosure. Trash container lids should be secured adequately to the container to prevent animals from accessing the contents. Complaints from neighbors will necessitate a relocation of the container(s).*

Section 3.12 Fires - No outdoor fire of any kind is permitted at any time for any reason with the sole exception of cooking food, and then such fire must be confined to a barbecue-type container, either free-standing or built-in, and under no circumstances shall such barbecue fire be directly on the ground.

- A. All exterior changes or modifications must be approved by the Architectural Committee. Please include the location on the lot, the design and the construction materials of any outdoor bbq. No heat producing device may be placed under or near trees.*
- B. A request for a variance from any of the above must be expressed in detail and in writing to the Architectural Committee and/or the Fire Safety Committee.*
- C. When the following conditions exist: Coconino National Forest has issued fire restrictions (i.e. Extreme Fire Danger or Red Flag Alert) then, at that time the same fire restrictions (i.e. no charcoals fires, no chain saw operations, etc.) apply to our community. Our HOA is considered equivalent to an “Improved/Developed Campground” for clarification purposes. Property owners may check our home page for the current “Fire Danger” icon or go to the Coconino Nation Forest home page for additional information regarding these warnings.*
- Red Flag Alert: A Red Flag Alert is issued when severe fire weather, such as low humidity accompanied by strong winds and numerous dry lightning storms, is predicted by the National Weather Service. During these periods, which are usually only one to three days in duration, various fire prevention measures may be implemented.*
- Campfires may be allowed in designated developed campgrounds and picnic areas but prohibited in others, as well as throughout the rest of the forest.*
 - Power saws may not be used during a Red Flag Alert.*

Section 3.13 Clothes Drying. No outside clotheslines or other outside facilities for drying or airing clothes may be erected, placed or maintained on any Lot.

Section 3.14 Mineral Exploration - No portion of the Property shall be used in any manner to explore for or to remove oil or other hydrocarbons, minerals of any kind, gravel, earth or earth substance of any kind.

Section 3.15 Machinery and Equipment - No machinery or equipment of any kind shall be placed, operated or maintained upon any portion of the Property except such machinery or equipment as is usual and customary in connection with the construction of a residence or other Improvements and except that which Declarant or the

Association may require for the development, operation and maintenance of the Property.

Section 3.16 Disease and Insects - No Owner shall permit any thing or condition to exist upon any portion of the Property which shall induce, breed or harbor infectious plant diseases or noxious insects.

Section 3.17 Restriction on Further Subdivision - No Lot shall be further subdivided or separated into smaller Lots or parcels by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner without the prior written approval of the Declarant or the Board.

Section 3.18 Signs - No signs or billboards whatsoever including, but not limited to, "For Sale" signs, commercial, political or other similar signs shall be erected or maintained on any Lot or portion of the Property, except:

- A. Such signs as may be required by legal proceedings*
- B. Not more than two (2) residential identification signs each of a combined total face area of seventy-two (72) square inches or less, provided such signs must contain the address numbers that are not less than four (4) inches in height and are visible from the street, within ten (10) feet of the driveway entry, and which signs shall be approved in advance by the Declarant or Architectural Committee*
- C. During the time of construction or other improvement, one job identification sign not larger than eighteen (18) by twenty-four (24) inches in height and width and having a face area not larger than three (3) square feet*
- D. Such signs, the nature, number and location of which have been approved in advance by the Declarant or Architectural Committee and*
- E. Such signs, the number, type and size of which as may be approved from time to time by the Board.*
- F. One (1) "For Sale" sign on any lot within the association may be erected by a realtor or the home owner. This sign is to be of the standard Realty design and shall not exceed 18 inches high by 24 inches wide suspended from a plain frame or sign support. The maximum height above the ground shall not exceed four (4) feet. A maximum of two supplementary signs below the basic For Sale sign are authorized to indicate the realtors name or special features of the property provided that the total size of the sign does not exceed 24 inches wide by 30 inches in height.*
- G. Lot markers provided by the "Rim County Rescue" are approved for use.*
- H. Signs indicating that a house is protected by a security firm are authorized. The maximum sign size is 1 foot square and a maximum of two signs per lot is permitted.*
- I. Per new State legislation, effective 7/3/04, "A planned community can prohibit the display of political signs earlier than 45 days before the day of an election and later than 7 days after the election...." "...the association must permit at least one political sign with the maximum*

dimensions of 24 inches by 24 inches on a member's property." BRE will adhere to these guidelines. Early erected and late removal signs will generate a non-compliance notice.

J. Construction signs must be removed when the exterior construction is complete and before the \$500 may be returned.

Section 3.19 Declarant's Exemption - Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or any developers approved by Declarant, or their duly-authorized representatives and agents, of any structures, improvements or signs necessary or convenient to the development, sale, operation or other disposition of Property, or any portion thereof.

Section 3.20 Utility Easements - There is hereby reserved to the Declarant or Association the power to grant blanket easements upon, across, over and under all of the Association Property for ingress, egress, installation, replacement; repair and maintenance of all utility and service lines and systems, including, but not limited to, water, sewer, gas, telephone, electricity, television, cable or communication lines and systems, provided no such easement shall interfere with the use of any dwelling or the Declarant's construction and sales activities. This easement shall in no way affect any other recorded easements on the Property. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Association shall have the right to grant such easement in accordance with the terms hereof.

Section 3.21 Cleaning and Damage Deposit - A cleaning and damage deposit of Five Hundred Dollars (\$500.00) shall be required from each lot Owner at the time of plan approval by the Declarant or Architectural Committee to insure that construction of the Improvement is completed in a workmanlike manner. The deposit shall be deposited into a trust account for the benefit of the Association and is subject to being returned in full or in part upon the Declarant's or Architectural Committee's approval of the completion of Improvements.

A. The Architectural Committee uses a "Checklist" which indicates those items that the Architectural Committee will verify to establish that the lot has been properly cleaned up after construction or improvement. This checklist is available on the BRE website or by contacting a member of the AC or the HOA manager.

Section 3.22 Animals - No animals, other than a reasonable number of generally-recognized house or yard pets, shall be maintained on any portion of the Property and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. Notwithstanding the foregoing, no horses, ponies, mules, ostriches, swine, chickens, turkeys, cows, goats, sheep, geese, ducks or other barnyard animals shall be kept, bred or raised on any portion of the Property and no pet of any kind may be kept upon the Property which in the opinion of the Board, results in an annoyance or are obnoxious to the Owners or occupants of other Lots in the vicinity.

A. Pets kept outside are limited to two per household.

B. Pets are never allowed to run free.

Section 3.23 Antennas - No antennas or other devices for the transmission or reception of television or radio signals shall be placed, constructed or maintained outdoors on any Lot unless previously approved by the Declarant or Architectural Committee.

- A. A 20” diameter or smaller satellite reception antenna is acceptable for use in the Association. Prior approval by the AC for the use or location of this size dish is not required.*
- B. Any alternative antenna requires the approval of the Architectural Committee.*

Section 3.24 Improvement and Alterations - The Property is located in a forested area which could be conducive to fire; therefore, the Owners are encouraged to use fire sprinkler systems and are discouraged from utilizing wood shake shingles. No improvements, alterations, repairs, excavation or other work which in any way alters the appearance of any Lot existing on the date such Lot was first conveyed by Declarant to a Public Purchaser shall be made or done without the prior approval of the Declarant or the Architectural Committee, except as otherwise expressly provided in this Declaration. No building, fence, wall, screen, residence or other structure shall be commenced, erected, maintained, improved or altered in respect of any Lot without the prior written approval of the Declarant or Architectural Committee. Pursuant to its rule-making power, Declarant or the Architectural Committee shall establish a procedure for the preparation of the Lots for Improvements. The Declarant or Architectural Committee shall have the right to refuse or approve any plans or specifications including, but not limited to, any plot plan and any grading plans. In reviewing such plans and specifications and without any limitation of the foregoing, the Declarant or Architectural Committee shall have the right to take into consideration the suitability of the proposed building or other improvement and the materials of which it is to be constructed, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of the building or other Improvement as planned on the outlook from the adjacent or neighboring property. All subsequent additions to, changes or alterations in any building or Improvement shall be subject to the prior approval of the Declarant or A.C.

ARTICLE X

ARCHITECTURAL STANDARDS; ARCHITECTURAL COMMITTEE

Section 10.1 Appointment of Architectural Committee: Standing to Enforce. All property which is now or hereafter subject to this Declaration shall be subject to architectural, landscaping and aesthetic review as provided herein. This review shall be in accordance with this Article X and such standards as may be promulgated by the Architectural Committee, which is hereby established. Authority and standing on behalf of

the Association to enforce in any court of competent jurisdiction decisions of the Architectural Committee and the provisions of this Article X shall be vested in the Board, provided, however, that so long as Declarant has the right to appoint the Architectural Committee under this Section 10.1, Declarant shall have the right, but not the obligation, to enforce decisions of the Architectural Committee and the provisions of this Article X on behalf of the Association in courts of competent jurisdiction. So long as Declarant (or a trustee for the benefit of Declarant) owns any portion of the Property, the Architectural Committee shall consist of three (3) individuals appointed by Declarant. At such time as either (a) neither Declarant nor a trustee for the benefit of Declarant owns any portion of the Property, or (b) Declarant records a written waiver of its right to appoint the Architectural Committee with the Board, the Board shall appoint the members of the Architectural Committee, which shall have such number of members (but not less than three (3)) as the Board may elect from time to time. Each member of the Architectural Committee appointed by the Declarant or Board respectively shall serve in such capacity until (i) such member is removed by the Declarant or the Board respectively, or (ii) such member resigns such position or dies. Prior to the appointment of the initial members of the Architectural Committee, and at any time when there is no one serving on the Architectural Committee (whether due to death, resignation or removal), the Board shall have and may exercise any and all rights, powers, duties and obligations of the Architectural Committee.

Section 10.2 Jurisdiction of the Architectural Committee: Promulgation of Standards.

The Architectural Committee shall have jurisdiction over all original construction and any modifications, additions or alterations to improvements on any portion of the Property including, but not limited to, the construction or installation of, or modifications, additions or alterations to: all buildings or structures; landscaping; fences; heating, ventilating, air conditioning and cooling units; solar panels; paint; and any other construction, modification, addition or alteration affecting the exterior appearance of any structure or Lot. The Architectural Committee shall adopt, and may from time to time amend, supplement and repeal, architectural and landscaping standards and application procedures and shall make the same available to Owners, builders and developers who seek to engage in development of or construction upon any portion of the Property. Such standards and procedures shall interpret, implement and supplement this Declaration, and shall set forth procedures for Architectural Committee review. Such standards and procedures may include, without limitation, provisions regarding:

- A. Size of the buildings or structures; See Section 3.1***
- B. Architectural design and color must be in harmony with surrounding buildings, structures and topography:***
 - 1. Stem Walls (Foundation) – the following construction materials are approved:***
 - a. Painted standard block. Paint color to match house or trim***
 - b. Split faced block. Unpainted is acceptable. If painted, paint color to match house or trim***
 - c. Stone or Stone Veneer***
 - d. Stucco painted to match house or trim***
 - e. Wood Faced painted or stained to match house or trim***
 - 2. Exterior Lighting beyond the typical porch or patio light is discouraged. The association is attempting to retain “Dark***

Skies” that are possible in our location and flood lights used to provide extended nighttime recreation will not be approved.

3. Roofing

- a. Shake roofs are discouraged because of their lack of fire resistance and will not be approved. The following roofing materials are approved for use*
- b. Architectural composite asphalt shingle minimum 300# of approved forest color*
- c. Standing seam metal roof of approved forest color*

4. Windows - Window frames that are not of a reflective nature are desired. The following window types, which must also meet color requirements, are approved for use in BRE:

- a. Anodize Aluminum windows in Bronze or Black frames*
- b. Aluminum or Vinyl Clad wood window frames*
- c. Vinyl Clad aluminum window frames*
- d. Painted Aluminum Windows Frames*

5. Garage Doors

- a. Wood or metal doors with a raised panel design with or without window lights are recommended.*
- b. Galvanized or other high gloss finishes will not be approved. Colors must meet BRE forest color scheme requirements*

6. Siding - The following building sidings are approved for use:

- a. T-111 siding stained or painted to meet color requirements of brown, tan or forest green*
- b. Brick*
- c. ½” ship lap wood siding in cedar or pine stained or painted to meet color requirements*
- d. ½” minimum tongue and groove siding in pine or cedar stained or painted to meet color requirements*
- e. Stone Veneer*
- f. Log construction*

C. Placement of buildings or structures must meet Coconino County set back regulations. By Coconino ordinance, other structures must not be constructed prior to that of the residence. In addition to the residence, no more than one structure, garage or garage with attached shed may be placed on a property. All structures must be approved by the Architectural Committee using plot plan, building design, and materials which match those of the residence and meet the timeline 9 months for construction.

D. Landscape design, plant selection and conformance must meet with the character of the Property and use permitted plants. All landscape additions, deletions or modifications must be approved by the Architectural Committee. The homeowner must provide a plot plan, design and materials information.

E. Exterior finishes and materials:

- a. Colors must maintain the “harmony” of the forest environment.*

Forest colors of browns, tans, and greens or natural woods are approved. Colors, which contrast with the natural forest environment, will not be approved.

b. Exterior materials must maintain the harmony of the forest. Plastic and other such materials are not acceptable.

F. Signage; (See Section 3.18)

G. Perimeter and screen wall design and appearance must be in harmony with the forest landscape. Chain or metal fences and gates must be vinyl coated and be of forest colors.

H. The Architectural Committee will respond only to written, signed complaints which will be held in strictest confidence.

Such standards and procedures shall have the same force and effect as the Rules and Regulations. Further, after termination of Declarant's right to appoint the members of the Architectural Committee pursuant to Section 10.1, any and all amendments, supplements, repeals, or replacements to or of such standards and procedures shall be subject to the approval of the Board.

Section 10.3 Submission and Review of Plans - No original construction and no modification, alteration or addition subject to the Architectural Committee's jurisdiction (including, but not limited to, landscaping) shall be commenced until it has been approved or is deemed approved by the Architectural Committee as provided herein. Any Owner or other person or entity seeking to construct or install any new improvements or landscaping or to make any modification, alteration or addition to any existing improvement (including, but not limited to, landscaping) upon any portion of the Property (or to cause same to be constructed, installed or made) shall first submit to the Architectural Committee detailed plans, specifications and elevations relating to the proposed construction, installation, modification, alteration or addition prior to making any submission to Coconino County. All plans, specifications and elevations (including, but not limited to, a detailed site plan) shall be sent to the Architectural Committee by (a) personal delivery in which case the person delivering the same shall obtain a signed and dated receipt from the recipient thereof (in which event they shall be deemed received as of the date indicated by the recipient on such receipt), or (b) by U.S. mail, postage paid, certified mail, return receipt requested (in which event they shall be deemed received as of the date indicated on the return receipt). The Architectural Committee shall have thirty (30) days after receipt of such plans, specifications, and elevations to approve or disapprove of the proposed construction, installation, modification, alteration or addition or to request additional information, and, if the Architectural Committee disapproves, to give such Owner or other person or entity reasonably detailed written reasons for such disapproval. In the event the Architectural Committee fails either to approve or disapprove the proposed construction, installation, modification, alteration or addition (or to request additional information) within said thirty (30) day period, such proposed construction, installation, modification, alteration or addition shall be deemed disapproved and the Owner can then request a meeting with the Architectural Committee to discuss the reasons for such disapproval and thereafter avail himself of the remedies available in Section 10.10 hereof

To assist the lot owner and the AC in the approval of construction plans, the written approval process and procedure along with a checklist is available on the Blue Ridge

HOA website or by contacting any BRE AC member directly. The following is a summary of what is required:

- A. Three sets of plans need to be submitted to the A.C. for approval. If acceptable, two sets of plans are returned to the lot owner with the BRE A.C. stamp of approval. These two sets of plans are submitted to the county building department for their review and approval. If a local builder is used, it may be more convenient to deliver one set to the A.C. committee and two sets to HOA manager. Upon review of the one set and notification of acceptance by the AC, the HOA manager is empowered to sign the two sets required by the building department.*
- B. A nine page construction checklist is required to be completed by the lot owner and submitted with the plans. This checklist is available on the website or from any AC member or HOA manager. This checklist identifies those elements of construction which affect the exterior presentation of the planned construction.*
 - 1. The checklist requires color and external material samples. If samples are unavailable but standard brands are used an identification of the brand, color chip, product chip or brochure picture is usually sufficient.*
 - 2. A \$500 Cleanup Deposit and a \$50 plan review fee are required to be delivered to the HOA manager. These need to be two checks. Upon satisfactory completion of the construction project and cleanup of the construction debris, \$500 will be refunded to the lot owner. A lot cleanup checklist identifying the criteria used by the A.C. to determine satisfactory compliance is also available on the website or from any A.C. member.*