



WHISPERING
Canyon

**ARCHITECTURAL DESIGN
GUIDELINES**

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Whispering Canyon

Architectural Design Guidelines

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1. INTRODUCTION

Welcome to Whispering Canyon, a Planned Area Development in Prescott, Arizona. This unique community, with portions bordering on Prescott National Forest, hosts a variety of terrains with dynamic views.

The intention of the Architectural Design Guidelines (A.D.G.) is to ensure that each new home will preserve, protect and enhance the natural beauty of existing topography, waterways, rock outcroppings and native plant life on and around each parcel. By minimizing the disruptions to the environment, these guidelines will protect your investment as they ensure the consistent style of our community yet allow for individual design expression.

The Architectural Review Committee's ("ARC") critique will include, but is not limited to, the homes exterior design, all exterior colors, finishes and material, patios, drives, landscaping and exterior lighting. Professional design assistance is required. Plan book or "stock" plans are not allowed. Required standards are addressed in detail in the following technical sections. All construction must also comply with the Covenants, Conditions and Restrictions (CC&Rs) for Whispering Canyon. The requirements of the Yavapai County Planning and Building Department must also prevail.

2. ARCHITECTURAL STYLES

A contemporary Arizonan home with combinations of stucco, stone, pitched tile roof and timbers. An eclectic mixture of old world architecture inclusive of Tuscan, Spanish, Ranch, Territorial, French Country and Craftsman-Bungalow styles. The ARC will not approve Victorian, Tudor, A-frame, New England, Geodesic Domes, Chalet, Colonial, ultra-modern or extreme structures, or structures with more than 20% flat roofed area.

Homes should be designed with a horizontal emphasis, keeping the structure relatively low and relating to the terrain. A second story may not be stacked on the lower level in a block-like position appearing to match the first level, but should relate to the first in an interesting manner, moving from high to low in a step-like fashion, consuming or overlapping no more than 50% of the main floor area. The mass of the home should appear as a varied series of related forms that create a visually pleasing elevation relating to the natural terrain.

Driveways and parking areas are major disruptions of the natural site environment. Driveways must be designed in a way that minimizes impact on vegetation and topographical features. Drives, garages and parking areas should be kept visually subordinate to the pedestrian entry and home, and not compete with the architecture of the home.

All screening and retaining walls are to be made of natural stone, stacked boulders, brick, colored plastered veneer, stone veneer or naturally appearing landscaped berms. Black, brown or green chain link fences may only be used at areas behind the house, unless otherwise approved or directed by the ARC. Fencing cannot follow the property line in any instance. Walls or fences made of plastic, wood, mesh, wire and the like are not permitted.

Designs that are determined by the ARC to be incompatible with the community standards will not be

permitted. The ARC is available to discuss design concepts with potential or current property owners. Please contact the ARC if you have any questions about the design requirements.

3. SITE PLANNING

Before any design work commences, the architect or designer must have a complete geographical survey of the site. The survey must also include the locations of existing vegetation, rock outcroppings and the Building Envelope.

Care must be taken to review seasonal ground water conditions and drainage across the home site. Site layout and grading within the Developable Area must be established to allow for drainage. No change in natural or existing drainage patterns for surface water shall be made upon any parcel that could adversely affect another property or common area. Basements or partial basements must be planned with drainage and ground water conditions in mind.

Construction in forested areas can create tree stress, which increases the risk of insect infestation. Excavating, earth import or fill, paving, soil compaction and trunk wounds are examples of factors creating tree stress. Preventive measures must be taken before, during and after construction to reduce tree stress.

No clearing, grading or excavating may begin without written ARC approval.

3.1 Developable Area

Every structure on the home site must be constructed within the Developable Area established by the lot setbacks. Some parcels may have additional limitations due to singular site conditions. All building construction must be within the Developable Area. Site access (driveway entry), utilities, walkway and landscaping are the only forms of construction allowed outside of the Developable Area. Utility trenches must coordinate with driveway locations. Extreme care must be taken when designing the site access to minimize environmental disruptions. See section 3.15 for limited landscaping allowed outside of the Developable Area.

NOTE: The Developable Area does not represent the ultimate shape or architectural appearance of the building. It is merely a boundary, within which construction may occur.

3.2 Setback Requirements

Setback requirements for each lot are available from the ARC.

No building or auxiliary structure may protrude outside the Developable Area, except for roof overhangs, fireplaces, and deck cantilevers, which may protrude a maximum of two and one-half (2 1/2) feet outside the Developable Area.

3.3 Maximum Heights

3.3.1 The vertical distance measured from the highest point of the roof or structure to the base of the wall plane adjoining the natural grade shall not exceed 30 feet, with the exception

of the chimney stack for any fireplace of normal and customary height This vertical envelope runs parallel to the natural slope of the land (see Exhibit 3.3.1). Roofs and overhangs shall fall within the established vertical envelope unless topography deems otherwise (see paragraph 3.3.2).

- 3.3.2 The ARC and the Yavapai County Planning and Building Department has the authority to grant height adjustment for structures as measured in subsection 3.3.1 when such sites have special circumstances, including but not limited to: (1) lots where the slope exceeds 20%, (2) saving trees or rock outcroppings, (3) lot shapes and topography that limit site options.

3.4 Developable Area Adjustments

If it can clearly be shown during the preliminary design phase that an adjustment to the Developable Area will result in an improved site design, the ARC. may consider adjustments in the Developable Area. If such a request is made, indicate the original and proposed Developable Area limits and areas on a site plan as well as a description of the reasons for the request. Written approval of all adjacent property owners, the Architectural Review Committee, and the Yavapai County Planning and Building Department may be required by the ARC prior to any adjustments.

3.5 Driveway Design

Driveways and parking areas have a major impact on the natural landscape. They will be reviewed by the ARC in detail. Utilize the following guidelines when designing the driveway.

- Driveway must access the least traveled roadway where multiple options exist.
- The edge of the driveway must be a minimum of 35 feet from an intersecting right-of-way.
- Indicate all existing and proposed grades, cuts and fills.
- Smooth concrete, cinder, decomposed granite or loose gravel driveways are not allowed.
- Retaining structures must be designed to be consistent with the home design.
- The driveway must follow the natural contours and avoid existing trees and rock outcroppings. Variance may be approved by the ARC if removal of trees or site features is required for access.
- Long straight runs should be avoided.
- Outside storage of R.V.s, trailers, boats, etc. is not allowed. R.V.s may be parked for not more than 48 hours for loading or unloading. Garages large enough to house recreational vehicles of this sort shall require specific approval by the ARC.
- Whenever possible, the driveway design will provide turnaround space within the Developable Area.
- Each lot may have only one (1) access.
- The paved surface of an access drive shall not exceed sixteen (16) feet in width at the property line and then to the street pavement edge.
- Access drives shall be located to preserve and minimize disruption to significant natural features and plant materials.

3.5.1 Driveway Culverts and Rock Bases

- All individual lot owners are responsible for the installation of driveway culverts at street drainage ditches. Culverts shall be a minimum twelve (12) inch diameter corrugated galvanized metal pipe, unless otherwise stipulated by the ARC. and I or Yavapai County. Based upon terrain and runoff capacity of drainage ditches, a larger than minimum culvert may be required.
- All individual lot owners are required to install concrete headwalls, masonry or rock headwalls to protect and conceal the culvert pipe ends.
- All individual lot owners are required to provide erosion protection. Erosion protection shall be washed rip rap (6" - 8" diameter) to match adjacent terrain and community-approved standard as specified by the ARC. The entire length of the borrow ditch adjacent to all roadways at the perimeter of the lot must be covered with washed rip rap (6"- 8" diameter) sufficient to eliminate erosion along the roadway. Each homeowner is responsible for the maintenance and upkeep of their borrow ditches.
- A temporary rock base of 2" – 4" rock shall be laid from the road edge into the property a minimum of twenty (20) feet to minimize Mud track out and accumulation on the roadway during construction. Temporary rock must not be visible when permanent paved access is completed.
- Contractor and owner are responsible to clean up all debris tracked on to street due to their construction.

3.6 Paving Materials

Smooth concrete, cinder, decomposed granite or loose gravel driveways are not allowed. All materials, except asphalt must match existing terrain. The following materials may be allowed:

- Asphalt with edge containment.
- Exposed 3/8" aggregate (pea gravel) concrete.
- Cobblestone, textured or stamped concrete, salt finish or heavy swirl pattern.
- Concrete driveway pavers of earth tone color.

3.7 Retaining Structures

Retaining structures must be designed to be consistent with and to compliment the house design. Where a retaining wall is necessary, a solid, battered, natural rock wall can be installed. For screening effects, a maximum five (5) foot high stone or stucco veneer wall is recommended. Higher walls require prior approval from the ARC. All retaining walls must be designed and stamped by a structural engineer, licensed in the State of Arizona. For a more natural look use planted berms or stacked natural boulders. The following materials may also be allowed for retaining walls:

- Textured reinforced concrete with integral color in earth tones as approved by the ARC.
- Stone-faced concrete or masonry.
- Stucco veneer concrete or masonry (See Exhibit 3.7)

3.8 Fences and Pet Enclosures

In no case shall walls or fences of any type be permitted to delineate the Developable Area or property line. Privacy, courtyard, pet enclosure site walls or fencing no higher than five (5) feet above inside finished grade may be allowed. Fencing and site walls shall be designed to be an extension of the home's architecture and should be visually softened with landscaping. Pet enclosures shall be as designated and approved by the ARC. Wood, precision block, barbed wire, wire mesh, fiberglass or plastic fencing or site walls are not permitted.

The following materials may be approved for fencing and site walls:

- Stucco veneer concrete or masonry (up to 85%)
- Stone veneer concrete or masonry
- Wrought iron -Black only
- Chain link no higher than 5 feet - Black, brown or dark green only.
- Location must be approved by the ARC.

3.9 Pools, Spas, Water Features and Game Courts

Pools, spas and game courts shall be designed so as not to impact neighbors with light or sound. Mechanical and electrical equipment must be screened from view and sound insulated so as not to impact neighboring homes. All water features must be natural in appearance, if visible, and will require specific approval by the ARC. Precautions must be incorporated so as not to promote insect breeding or propagation.

Only in-ground pools are allowed. Pool location and design shall conform to local and state building codes as well as the recommendations of the project Geo-technical Engineer. The cost of geo-technical review shall be born entirely by the individual lot owner regardless of outcome.

A spa may be deck mounted if screened from view.

If a game court is proposed, screening shall be shown in detail on the site plan so as not to disrupt neighboring properties.

3.10 Utility Lines, Meters and HVAC Condensing Units

All HVAC Condensing Units are to be screened from adjacent properties, street and neighborhood views. Designing utility meters integrally with the architecture is encouraged.

All utility lines must be underground and shown on the site plan. Utility lines shall be in the Developable Area wherever possible and along the site access unless it can be clearly shown to the ARC that less site disruption will occur with an alternate route.

Due to the terrain and subsequent sanitary system required for this project, all homes will require and must have a grinder pump incorporated into its sanitary system. This equipment must meet the requirements of the Inscription Canyon Sanitary District.

All grinder pumps must be "Barnes EcoTran System with OGP2022CE pump. NO

EXCEPTIONS and must be specified on Plans.

Positive drainage away from grinder pump assembly.

Propane tanks must be buried below grade and not be visible except for the fill access cylinder and cover.

3.11 Satellite Dishes

Satellite dishes are to be screened from view and are subject to A.R.C. approval. Satellite dishes cannot be roof mounted. Ground mounted satellite dishes are not to be mounted in the front yard of the house. The maximum dish diameter is twenty (20) inches.

All antennas are restricted to attic areas or interior areas of the residence so as not to be visible from any exterior location.

3.12 Installation of Flags and Flagpoles

Flagpoles are not to exceed a height that is determined by measuring the distance between the highest foundation of the home and the rooftop of the home. In no event shall the flagpole be higher than the rooftop of the home. Additionally, to the extent that space is available, the flagpole must be installed within the building set back requirements.

- Only one flagpole is permitted per lot.
- Only the following flags may be displayed, and such flags must be displayed in a manner consistent with the Federal Flag Code (Public Law 94-344): the United States flag, the Arizona state flag, the flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, the POW/MIA flag, an Arizona Indian Nations flag, or the Gadsden flag.
- No more than two (2) of the flags noted above may be displayed at any one time. The flag on a flagpole shall be of a reasonable size as determined by the ARC.
- Owners installing flagpoles must take reasonable efforts to mitigate the noise created by the flagpole and all related hardware.
- The source or device of the illumination of the flag and/or flagpole must be approved by the ARC and must comply with Dark Sky Ordinances.
- If the flagpole, or its installation, causes physical damage to any other lot or the common areas, the owner of the flagpole shall be responsible for all damage caused.
- Prior to installation of a flagpole on any lot, the owner must submit an application with the ARC requesting approval for installation of the flagpole. The ARC will consider the height of the flagpole, the requested location of the flagpole, the efforts of the owner to mitigate noise created by installation of the flagpole and related hardware, and the request, if any, to illuminate the flag and flagpole. The ARC shall not unreasonably deny a request to install a flagpole, but retains the right to approve the flagpole subject to the above height, location, noise and/or light restrictions.
- Subject to the applicable rules set forth in this Rule, the display of the flags listed above shall also be permitted on a flagpole supported by a bracket mounted on the house.

3.13 Trash Enclosures and Outdoor Storage

Any exterior area housing refuse containers, firewood, mechanical equipment, solar equipment, maintenance equipment, or storage shall be screened from off-site view and shall be constructed of the same material as used on the main structure. These enclosures shall not be in front of the residence. Clotheslines shall not be allowed at any exterior location.

3.14 Mailboxes

A single point delivery community mailbox shall be installed at locations designated by the United States Postal Service for phases after Phases 1, 2, 3 & 4. Mailboxes for Phase 1 – 4 shall be as per Exhibits 3.12A will require specific approval by the ARC. and match the theme of the home's architecture. Mailbox location and selection shall be shown on the improvement site plan and must adhere to all U.S. Postal Service requirements for Phases 1-4. The Mailbox shall be no closer than 10' from the edge of the driveway. (See Exhibits 3.12 for pre-approved mailbox design)

3.15 Home Site Identification and Signage

Signs advertising lots for re-sale are allowed with the following stipulations:

- Only one (1) sign per lot shall be allowed with a realtor's identification plaque as per Dept. of Real Estate guidelines
- Maximum size of sign shall be twenty-four (24) inches by eighteen (18) inches or four hundred thirty-two (432) square inches total area.
- Sign placement on the lot will require prior approval by the ARC.
- Signs shall be non-reflective with uniform size, style, color and height.

During construction, the General Contractor shall be permitted to display one sign as described above, which must be removed prior to occupancy of the home.

No additional signage of any kind shall be permitted except signage provided by the developer.

3.16 Multiple Custom Home Site Purchases

If a single structure is being planned to be built across the internal property line(s) of multiple sites, then the internal line(s) must be eliminated along with the P.U.E. and drainage easement, if feasible, to become a single parcel. This will require preparation of a tentative parcel map to be reviewed by the governing authorities and the ARC. either of which reserves the right to add new conditions and restrictions to the subject parcels. Upon unanimous approval the buyer shall combine all involved home sites under a single assessor's parcel number, recorded with the Yavapai County Recorder's Office.

Each home site, regardless of whether it was part of a multiple site purchase, shall be treated individually under governing documents for the project. The payment of appropriate assessments will be based on the number of original (pre-combined) home sites.

3.17 Landscape Design

Landscaping is an integral part of home construction and a landscape plan must be included with the preliminary and working drawing submittals. The use of native and drought resistant plants is required. The use of a landscape designer experienced in plan preparation for this elevation and climate is highly recommended.

The landscape plan shall show existing trees and rock outcroppings with notations specifying how these features will be protected during construction. Any existing tree with a caliper size of four (4) inches or more shall not be removed without prior written permission from the ARC. On the final plans, note treatments required for protection from pinion scale and construction shock.

It is required that the landscape design presents a native plant theme and avoids large lawn or graveled areas that do not appear natural. Lawns will only be considered in courtyard areas not to exceed five hundred (500) square feet of total area per home site. Automatic water conserving irrigation systems are required and shall be shown on the final landscape design submittal and must be installed prior to occupancy. All valves shall be installed in below grade boxes. Backflow control devices shall be screened from view.

The removal of any live vegetation outside the building pad requires prior approval of the ARC. No clearing and grubbing shall begin until final plans have been approved by the ARC and by Yavapai County.

Dead underbrush and dead branch removal should be done prior to the start of construction to minimize fire danger. On-site burning shall not be permitted. All brush and combustible debris that has been removed from the developable area must be removed from the site and disposed of in an approved landfill.

A limited amount of landscaping may be done outside the Developable Area if reviewed and approved by the ARC. This work should be confined to re-vegetation of construction scars, landscaping along walks, drives, borrow ditches and retaining walls. General cleanup, pruning for safety and removal of dead vegetation will be allowed as approved by the ARC. Stripping the lot bare is not allowed.

3.18 Ornamentation

Placing, erecting, constructing or allowing any unnatural or man-made ornaments, signs, statuary, man-made animal images, relics, machinery, equipment, basketball backboards, game poles or nets or other such items are prohibited unless the same are included and made a part of a landscaping plan submitted to and approved by the ARC. "Unnatural" shall mean anything not naturally growing upon or indigenous to a home site in its undeveloped state.

Any ornamental or statuary item described above which is to be attached to or intended to be a part of an approved structure or deck shall first be submitted to the ARC. for approval.

Only United States and Arizona State Flags may be displayed, if residential in scale. Location and size must be approved by the ARC.

4. HOUSEDESIGN

Home design to fit existing terrain is most important. Site grading should be minimized to preserve the natural beauty of the development.

4.1 Home Size Limitations By Designated Area

Home designs that, in the opinion of the ARC, do not respect the site shall be rejected. Home Size Limitations by Designated Area are as follows. (See **EXHIBITS for specific Area Type locations for Phases 1-2, 3-4, 5-6.**)

Area Type 1: Single-family homes in this area must have a minimum livable floor area of 1,900 square feet but cannot exceed 3,000 square feet without prior approval of the ARC.

Area Type 2: Single-family homes in this area must have a minimum livable floor area of 2,000 square feet but cannot exceed 3,600 square feet without prior approval of the ARC.

Area Type 3: Single-family homes in this area must have a minimum livable floor area of 2,200 square feet.

4.2 Preservation of Views

Whispering Canyon is set in a beautiful natural environment with differing vistas from all parts of the development, although there are no view corridors across adjacent lots. When planning a home, consideration should be given to preserve the views of your neighbor's home(s) where possible in the sole opinion of the ARC.

4.3 Building Massing

- Building mass shall be varied with one and two story architectural elements. Single story homes are encouraged.
- Except in cases of difficult topography or other lot restrictions, garages should not face the street.
- The design intent is to minimize the overall height of the structure over the existing terrain.
- The use of stone and stone veneer is encouraged to integrate the building foundation when higher than normal with the natural terrain.
- Masonry must turn at corners and extend a minimum of two (2) feet or to the first door or window jamb.

- Exposed stem walls must be kept to an absolute minimum, and the finish must match the elevation. Eliminate exposed stem walls higher than normal where possible.
- Show crawl space foundation vents on elevations. Place as inconspicuously as possible.
- Visible foundation vents shall be painted to match the adjacent surface.
- Place roof vents as inconspicuously as possible and re-vent to the rear side of the home wherever possible. Paint to match roof surface.

4.4 Building Facades

Within the selected architectural style, consistent traditional architectural elements are required. Windows shall have relief from the exterior wall plane either projected (pop-out) or recessed unless under the covered porch. The offset shall be 7" minimum on the front elevation unless under the covered porch and 2" minimum on the sides and rear elevations. The Two (2) inch minimum requirement does not apply to area where Hardiplank siding is utilized. Also, exterior elements such as columns and low walls may be integrated into the design. Large masses should be broken up into several volumes to reduce the impact of scale. Gable ends may require a change in finish material above the plate line if the area is a primary view elevation as solely determined by the ARC. The use of porches, entry treatments and shadow from openings or projections are encouraged and provide relief and rhythm to large surfaces, enhancing visual interest.

Facades (particularly front elevation planes) should be varied in placement, size and material. A simple, rectangular, square "cube" appearance will not be approved. The maximum unbroken length of wall should not exceed 30 feet horizontally. Overhangs shall have a 16 inch minimum projection and shall not exceed 24 inches, unless specifically approved by the ARC. An enclosed overhang that is an integral part of a stucco finished wall plane may have a 12 inch minimum projection but shall not be of a contrasting color.

Entries, porches, street facades, motor courts and garages must be carefully oriented to encourage neighborhood activity and enhance the street scene. Architectural articulation of facades and roof planes should be accomplished through the introduction of sub elements such as projections, roof ridge jogs, roof overhangs, building facade trims, recessed windows and doorways, bay windows or porches. Entry porches shall have a minimum area of 75 square feet unless otherwise approved by the ARC. Any courtyard area, adjoining the front porch of a Courtyard style home, would satisfy the minimum front porch requirement

The styles of windows on each facade must be consistent with the architectural style. The use of mirrored or highly reflective glass is prohibited.

Exposed dimensioned lumber posts shall be 8"x8" minimum cross-sectional dimension. Peeled log posts shall be 10" minimum diameter. Exposed wood beams shall be 5 1/8"x12" minimum if an architectural glue-lam beam is used or 6"x12" if dimensioned lumber is used.

4.5 Roof Shapes

A roof plan shall be submitted for review by the ARC. All roof penetrations, slopes and materials must be shown. Vents must be minimized and re-vented to the rear, if possible or to an inconspicuous location. Vents must be painted to blend with the roof.

Roof slopes shall have a minimum pitch of 4 in 12 and a maximum of 8 in 12. Pitches above 6 in 12 will require specific ARC approval. Roof overhangs are required.

Clerestory or dormer windows are permitted. Flat roofs cannot consume the primary portion of the roof plan, cannot contain any mechanical equipment, and are not allowed to exceed 20% of the total roof area. Any portion of the roof that is flat must match or coordinate with the remainder of the roof color in the sole opinion of the ARC.

No mechanical equipment, antennas, satellite dishes, etc. are permitted on any roof. Solar equipment must be integrated into the roof structure and must have specific ARC approval prior to construction.

4.6 Accessory Structures

All accessory structures shall be designed to be consistent with and to compliment the architectural style of the main building.

- Decks and patio structures shall be constructed of materials consistent with and compatible with the home.
- Canvas or metal awnings are not allowed.
- Decks, patio structures, sunshades and gazebos may be allowed if the design is compatible with the residence, if the structure is within the Developable Area and if the construction does not adversely disturb the natural terrain or neighboring property.
- A guesthouse, attached or detached, may be allowed on lots of one (1) acre or larger, provided that the guest house is designed in the style of and to harmonize with the main house in color, material, style and is visually related by a common breezeway, common walls, courtyard or landscape features. The guesthouse must be built within the Developable Area, cannot be any larger than 800 square feet, and shall not adversely disturb the natural terrain. The guesthouse livable area is not considered part of the primary residence square footage requirements. The guesthouse shall not contain its own kitchen or garage.

4.7 Building Materials

A variety of building materials are appropriate for quality residential construction. Other materials may be selectively used to create building accents or to focus elegance in entry areas as approved by the ARC. Contrasting materials can be selectively used to create building accents or to focus elegance in entry areas.

Materials other than those listed may be allowed on a case-by-case basis, if in the sole

judgment of the ARC, the material appears compatible with the Whispering Canyon character.

4.7.1 Exterior Wall Surfaces

Front elevation walls must be surfaced with at least two different materials. Side and rear elevations can be surfaced with one or more material types. Material and color continuity are required for all construction within the entire Developable Area.

All stem walls, columns or posts must be finished with approved material to match the adjacent elevation within 6 inches of finished grade. Stem walls, columns and posts must be accurately shown on all elevations for ARC approval. The following material list is acceptable surfacing for exterior walls, posts or columns.

- Stucco with “sand”, “smooth” or “baby lace” finishes with integral color or paint not to exceed 70% of any front elevation (exclusive of doors and windows)
- Indigenous stone or artificial stone not to exceed 70% of any front elevation
- CEMENTITIOUS siding not to exceed 70% of any front elevation
- Flagstone (must be horizontally laid in a staggered ledge stone pattern)
- Heavy solid timbers or glue laminated beams

The following material list is prohibited for use as surfacing for exterior walls, posts or columns.

- Plywood (T1-11 or similar)
- Hardboard siding
- Wood siding
- Logs (except peeled posts used as columns)
- Vegas
- Mica Plaster
- Exposed standard concrete masonry units
- Corrugated metal
- Aluminum siding
- Vinyl siding
- Gloss glazed ceramic tile
- Vertically applied flagstone
- Pre-cast concrete or plastic columns

4.7.2 Exterior Building Colors

It is the intent of the ARC that exterior building colors must blend and be compatible with the natural surroundings. Earth tone colors such as beige, taupe, brown, gray

green suggest and blend with the natural landscape such as boulders, ground surfaces, mountains, distant views, and native trees and foliage are expected. Approval of each color scheme is based upon the uniqueness of each home design, site character and surroundings and must not contrast or appear out of place in the sole opinion of the ARC. Paint or stain colors or color combinations that appear to contrast with each other or are not compatible with other elements of the building will not be approved. White or primary colors such as red, blue or yellow will not be approved. Darker rather than lighter values are recommended. All paint colors must have a light reflective value (LRV) of not less than 20 and not more than 40 unless otherwise approved by the ARC. Stain must appear to be in the same value range.

Roofs must be compatible with the body color and must appear to be the same LRV or darker than the body color. A blend of roof tile colors may be used if the various colors and values are similar, blend, appear homogeneous and not contrasting. Flat roofs, as restricted in area by the design guidelines, must be colored to match adjacent colors.

Trim or accent areas must blend with the body color but must not contrast. Garage doors and exterior doors, with the exception of the main entry door, are not considered accent areas and must be the body color, unless otherwise approved by the ARC

All other roof elements, such as flashing, vents, pipes, gutters, etc. shall be painted to match the adjacent surface color.

Skylight frames shall be colored to match adjacent roofing. Skylight lenses must be non-reflective. White or reflective lenses are prohibited. Mill finish or white frames are prohibited.

Colors for other building accessories such as railings, accent wood detailing or framing details must be compatible with the overall color scheme and require specific approval by the ARC.

All building elevation materials where approved by the ARC must be compatible in color and create interest through differences in texture and pattern and not solely through contrasting color variations.

A color submittal with accurate paint or stain samples sufficient in size for the ARC to determine if the proposed colors meet the design intent must be submitted. The submittal shall consist of 8 ½" X 11" specification, brochure or catalog pictures. Paint color samples shall have the manufacturer's name and color identification number in addition to the LRV for each exterior color. In addition, it may be necessary in special circumstances for sample colors to be placed on the home if requested by the ARC to help determine if requested colors can be approved.

4.7.3 Roofing Materials

All roofing materials shall be of fire retardant materials. Roofs shall have a non-glare

producing finish and non-reflective qualities. The following roofing materials are required:

- Flat concrete tiles
- Slate
- Artificial slate
- Barrel or S tiles (clay or concrete)
- Color coordinated exposed one ply or built-up roofing at allowable flat roof areas only

The following roofing materials are prohibited:

- Wood shake shingles
- Asphalt shingles
- All metal roofing (unless approved by the ARC as accent roofing)
- Rock or gravel
- Roll roofing or cap sheet
- Spray foam
- Glossy or reflective roofing

4.7.4 Gutters and Downspouts

Gutters and downspouts must be the same or similar color matched to the surface to which they are attached. Gutters and downspouts must be shown on all elevation drawings submitted for approval by the ARC. Submittal of style and color samples must be submitted (sample size not to exceed 8 1/2" x 11").

4.7.5 Flashing and Sheet Metal

All exposed flashings and sheet metal must be painted to match the adjacent material.

4.7.6 Vents

All vents, stacks and piping must be painted to match the adjacent surface from which they project. All vents, stacks and piping are to be grouped to minimize roof penetrations (re-vent to rear of home or concealed locations) and minimize visibility from the street.

4.7.7 Chimneys

Chimneys are to be faced with the same materials and textures as used on the exterior wall surfaces. Spark arrestors are required but must be concealed from view with a metal cap or manufactured chimney shroud to be painted to compliment or to match the adjacent surface. Exposed metal chimney piping is not permitted.

4.7.8 Solar Energy Equipment or Device

All solar installations must be reviewed and approved by the ARC prior to entering into any contract. ALL solar installations must be reviewed and approved by ARC prior to installation. **Installation of any Solar Equipment or Device without prior approval of the ARC shall result in a \$2000.00 fine.**

While it is not the intention of the ARC to restrict the installation, functioning, efficiency or use of roof mounted solar devices, the ARC reserves the right to reasonably restrict placement and design of such devices as they affect the appearance of each home, in accordance with A.R.S. §33-1816.

1. Submittal requirements are as follows:
 - a. a pamphlet, brochure or other similar information, that describes the proposed material and aesthetics of the solar energy device and samples of such materials as determined appropriate by the Committee;
 - b. drawings that fully describe the proposed location, size and pitch of the solar energy device and all of the related equipment and wiring;
 - c. information regarding the solar energy device's color, frame and wiring, which must match the colors of the Owner's residence colors as closely as reasonably possible; and
 - d. assurance that the solar energy device panels and frames are non-glare and, where determined appropriate by the Committee, the results of a ray tracing test necessary to confirm that reflected solar radiation or glare from the solar energy device will not be directed onto any habitable portion of any Lot or roadway within the subdivision. Failure to do so will result in fines.
2. The solar energy device shall be installed in accordance with the submittal plans and drawings approved by the ARC, and these Architectural Guidelines. Any changes, alterations, adjustments, or deviations from the approved plans must be re-submitted for to the ARC for review and approval prior to commencing the installation or the subsequent alteration of the solar energy device. Failure to do so will result in fines.
3. The Owner shall obtain and provide to the Association copies of all permits required by Yavapai County and other authorities as a condition to installing the solar energy device on the Owner's residence.
4. Owner shall provide a written report from a Structural Engineer or the Truss Manufacturer that the roof structure will support the roof mounted solar system.
5. The solar energy device shall be installed by a licensed and insured contractor acceptable to the Association.

6. So long as the following restrictions do not unreasonably restrict the installation and use of the solar energy device or adversely affect or impair the efficiency or functioning thereof and do not unreasonably delay the installation and use thereof or result in an unreasonable cost increase:
 - a. Any installed solar energy device may be installed on the roof of the Owner's residence. Ground mounted solar system may be installed in properly screened from adjacent lots.
 - b. Unless concealed behind parapet walls, any installed solar energy equipment (including, but not limited to: solar panels, solar water heaters, etc.) shall have the appearance similar to a skylight installed flat on the roof surface.
 - c. Frames and panels shall be constructed of a non-reflective material, with colors matching the roof color as closely as possible. Placement of solar units and related equipment shall be located in the least visible area, as seen from common areas or adjacent lots.
 - d. Any solar panel equipment that is visible (such as, lines, conduits, mounting brackets) shall be screened and/or painted to match adjacent surface. Roof mounted mechanical equipment is not allowed.
 - e. The solar energy device shall be placed such that reflected solar radiation or glare shall not be directed onto any habitable portion of any residence or roadway.
7. The Owner and the successor Owners of the Lot shall use the solar energy device in accordance with the directions and specifications applicable to the solar energy device.
8. The electrical panels and sub-panels of the solar energy device shall be located on the rear side of the Owner's residence, i.e. the side of the residence opposite the side of the residence on which the main entrance to the residence is located.
9. The Owner and the successor Owners of the Lot are solely responsible for the installation, use, care, maintenance and replacement of the solar energy device on the Owner's Lot.
10. Any damage to the roof and/or the exterior of the Owner's residence resulting from the installation, use, care, maintenance and replacement of the solar energy device and any damages caused to the interior of the Owner's residence resulting from such installation, use, care, maintenance and replacement shall be the sole responsibility of the Owner and its successors-in-interest and must

be repaired immediately upon discovery or such damage.

11. In no event shall the Association be responsible for any damage to the solar energy device due to any cause or thing.
12. The Owner has the burden to prove that the above rules will interfere with the solar energy device's use, efficiency or functioning, or will cause an unreasonable cost increase.
13. Any successor-in-interest to the Owner shall be obligated to comply with the provisions of, and be bound by the obligations of such Owner under these Architectural Guidelines.
14. Subject to the provisions of the Declaration and applicable statutes, the Committee retains the right to amend or replace all or any portion of these Architectural Guidelines.

4.7.9 Doors and Windows

Detailed wall openings must be shown on the submitted plans. Projected or recessed wall openings are required as per architectural design guidelines. Architectural features such as porches, small roofs and overhangs at doors and windows are encouraged. All glazing shall be non-reflective. All window frames shall be bronze, white or almond colored and shall be anodized aluminum, aluminum clad, vinyl, vinyl clad or wood. Non-anodized or clear anodized aluminum frames (mill finish) are prohibited.

4.7.10 Garage Doors

All garages must have garage doors. If terrain and lot size permits, garage doors should not face the street. Garage doors shall be appropriately treated with relief cuts or panels. Fiberglass garage doors are prohibited. Oversized doors, wider than 18 feet or taller than 8 feet, may be permitted but only at the sole discretion of the ARC. The maximum linear footage of the total garage door openings for vehicle access shall not exceed 30', at the main residence.

4.7.11 Exterior Lighting

The design philosophy of Whispering Canyon extends to the preservation of the natural forest setting at night as well as daytime. The objective is to allow for the minimum lighting necessary to provide for safety, security and the enjoyment of the outdoors, while not competing or interfering with the nighttime panorama, the natural darkness of the forest. The light source must not be visible from adjacent property.

Any attached or detached exterior lighting designs must be submitted for review and approval to the ARC as part of the design review process.

Exterior lighting attached to the residence or other structure shall be of a concealed source directed 100% downward and contain a 60 watt or less specialty plug in LED bulb so as to minimize glare to neighboring residences, structures or Common Areas.

Any street, walkway, driveway and/or landscape lighting, if any, shall be low profiled with a concealed source directed downward and contain a 25 watt LED bulb or less as approved by the ARC. Mailbox lighting is not allowed.

Overhead or upward projected lighting of any kind will not be permitted. All lighting must meet the night sky regulations of Yavapai County and the ARC (the ARC requirements are more restrictive than the Yavapai County or other dark sky ordinances).

5 DESIGN REVIEW PROCEDURES

5.1 Submittal and Review of Plans and Specifications to the Architectural Review Committee

Submittal of plans and specifications for the construction or installation of all improvements to homesites prior to and during construction and for the construction or installation of all improvements subsequent to initial construction is to be made to the ARC at the following address:

**Whispering Canyon Architectural Review Committee
957 Black Drive,
Prescott, AZ 86305**

The ARC can also be reached by calling (928) 277-8280.

The ARC shall only review, approve, and/or disapprove submitted plans and specifications as to style, exterior design appearance, location and compliance with the provisions set forth in these guidelines and requirements included within the CC&Rs.

The ARC shall not be responsible for reviewing and/or approving any improvement plans and specifications for engineering design, structural engineering and safety or for compliance with applicable zoning, building or other city, state, or federal laws, ordinances or policies. All plans must obtain all required agency approvals.

Approval of any proposed or existing improvement by the ARC shall not be construed to warrant or represent, in any manner that the improvement was approved by or complies with the appropriate standards of any public agency that has jurisdiction over such improvement. Similarly, approval of any proposed or existing improvements by any public agency having jurisdiction over the improvement shall not constitute approval by the ARC.

By way of illustration, but without limitation, submissions to the ARC for approval are required for the following improvements:

- i) New construction or installation including dwellings, drives, walks, accessory buildings, garage, fences, retaining walls, steps, trellises, patios, overheads or decks, gazebos, sundecks, wind screens, game courts, swimming pools, fountains, spas, hot tubs, recreation apparatus, exterior lighting, sound systems and solar energy systems.
- ii) Painting of an existing structure when the color is being changed from an existing approved color.
- iii) Installation or revision of landscaping, hardscape or surface improvements including ground covers, trees, shrubs, plants, irrigation, or drainage systems, recreation areas or courts, and surface drainage.
- iv) Any other exterior changes or modifications not previously approved.

No construction of any kind may occur without prior written approval of the ARC.

5.2 Submission Requirements

All application submissions for the construction or installation of any improvements must be made in duplicate. The application, provided to the ARC must include the following items:

- Lot owner's name
- Mailing address, physical address and email address
- Cellular and residence phone numbers (include area code)
- Lot number (site of proposed construction) and site address.
- Assessor's Parcel Number (APN)
- Name, physical address, email address and phone number of architect, builder and/or owner's representative
- Two sets of drawings with every submission
- Exterior finish material list and color samples (on nothing larger than 8 ½" x 11" paper)
- Course of Construction and Liability Insurance Certificate
- Non-refundable Design Review Fee of \$3,000.00
- \$10,000.00 Refundable Deposit: \$5,000 Construction Deposit and \$5,000 Security Deposit.

Three submissions are allowed in the review and approval process. The first plan submission will include schematic and conceptual design plans of developable area, proposed building and driveway access. The second plan submission will include construction drawings. The third submission will be the corrected final construction drawings coordinated with county approved plans. Prior to start of construction, drawings showing all revisions must be submitted, reviewed and approved by the ARC along with the refundable Construction Deposit of \$5,000.00 and the refundable Security Deposit of \$5,000.00 submitted to ARC by the General Contractor or Owner.

A written Notice to Proceed will be issued by the ARC for all plans that are consistent with the approved preliminary review plans, within (30) thirty days from the date complete final construction plans are approved. Said notice may be required in order to receive a building permit. Prior to construction, owners are responsible for obtaining all applicable building permits from Yavapai County.

Should construction plans deviate from approved preliminary plans, the ARC may approve such deviations and issue a Notice to Proceed or may disapprove the construction plans. If said plans are not approved, the ARC shall provide a written explanation of reasons for denial within (30) thirty days from the date complete final construction plans are submitted.

If required by the ARC, an on-site survey may be scheduled showing staked developable area, major building corners and driveway location.

The Construction Deposit is refundable to Contractor or Buyer, so long as all improvements conform to the approved construction plans and specifications, Design Review Guidelines and Contractor has followed all Construction Rules in accordance with the Architectural Design Guidelines and CC&R's for Whispering Canyon. Only approved sets of drawings are to be issued for construction. The ARC will stop construction wherein stamped drawings are not being utilized.

Incomplete submittals will not be reviewed by the ARC. The ARC will not design homes due to the owner's inability to submit the required information or failure to rectify listed corrections stated by the ARC. Additional re-submittals shall require additional review fees (\$500.00 minimum/resubmittal), as determined by the ARC, which shall be paid prior to additional plan review. The amount of the Review fees and Re-submittal fees shall be at the sole discretion of the ARC. The ARC's decision will depend upon the number of re-submittals and the time needed for such reviews.

Improvements, alterations or remodel submittals for work to be performed on a lot after the final submittal of the original construction drawings will be subject to an additional review fee of not less than \$100.00, but not more than \$2,500.00, at the discretion of the ARC, depending on the extent of the work to be reviewed.

Upon completion of the review and approval process, one set of each submission is to be retained by Whispering Canyon and one set is to be returned to the owner.

All submissions must be determined to be complete before the ARC will commence review of plans and start the review period. Submissions not complete as determined solely by the ARC will be returned to the owner or representative. If the site owner does not wish to attend the design review meetings, the owner may give a limited power of attorney to a representative who may act in the owner's behalf.

5.3 Review Fee and Compliance Deposits

The nonrefundable Design Review Fee of \$3,000.00, charged by the ARC and paid to OLD CAPITOL INVESTMENT, LLC, with submittal No. I. When submittal No. 3 has been submitted and approved, the refundable Construction Deposit of \$5,000.00 and the refundable Security Deposit of \$5,000.00 shall be submitted, as stated in Section 5.2.

To assure the owner's and builder's compliance with these guidelines and their agreement to build all structures, landscaping, and other improvements in complete conformance with approved plans and the Design Review Guidelines, the owner shall insure the delivery to the ARC the \$5,000.00 Construction Deposit and \$5,000.00 Security Deposit, paid to OLD CAPITOL INVESTMENT, LLC. The deposits must be delivered prior to commencement of construction and will be held by the ARC until the final inspection and release upon compliance as stated in the Construction Deposit Agreement and the Security Deposit Agreement.

If the owner or builder fails to comply in any way with the Design Guidelines, approved plans, the Construction Rules or CC&R's, then the funds held for the Construction Deposit shall be used to pay for penalties and the costs of correcting such failure. If deposit funds are utilized for any reason by the ARC, the contractor or owner must reimburse the ARC for the same amount, so as to maintain the deposit amount at the original sum of \$5,000.00. If the contractor or owner fails to reimburse the deposit fund within 7 days of notification, a stop work order can be issued and a lien may be filed against the respective property. The Construction Deposit, after final approval has been issued, will be returned to the contractor or owner as described in section 5.8.

5.4 Preliminary Meeting and Submittal No. 1

Prior to submitting plans to the ARC, the owner(s) and their architect may, at their option, may meet with the ARC to review the intent of the Design Guidelines and to clarify any questions related to the review process. The owner or his representative can contact the ARC to set up this initial meeting. This conceptual meeting may be held between the ARC and the owner, the contractor or the designer prior to completion of the architect's working drawings. This meeting is intended to be an informal session where the owner, designer, or contractor can present the preliminary conceptual design to the ARC who will then determine if the improvements are meeting the intent of these Design Guidelines. Preliminary drawings may be on tracing paper, on blueprints or on bond paper. The conceptual plans of submittal #1 may be rough sketches or blueprints and should include the following:

5.4.1 Conceptual Plot Plan/Grading Plan

- Site topographical survey
- Building footprint criteria
- Driveway location
- Finish grades, floor elevations, and existing grades on preliminary site plan

5.4.2 Conceptual Floor Plans

- Rough-sketch of building plan

5.4.3 Conceptual Elevations

- Sketch of all exterior elevations showing maximum height related to existing contours

5.5 Submittal No. 2

Design submittals must include a submittal form. Drawings must be clear, accurate, professionally prepared to scale on 24" X 36" sheets and are to include all of the following minimum requirements:

5.5.1 Plot Plan

- Topographical map showing lot lines, setbacks, Developable Area, existing trees, and rock outcroppings
- Proposed drives, including slopes, materials and colors where required
- Guest parking
- All buildings, structures, fences, walks, slopes and street(s) contiguous to the lot
- All proposed utility routings, propane tank, grinder pump
- All dimensions on work to be considered, distances between existing and proposed work and distances between proposed work and property lines.
- Mailbox location if applicable by phase
- Building envelope/footprint
- Summarize the square footage

5.5.2 Landscaping Plan

- Clearly indicate any existing landscape features that will be removed or relocated.
- Show location of gazebos, barbecues, pools, spas, sports courts, etc. with material and color.
- Drainage for surface and subsurface, including direction of flow, type and size of facility.
- Soil preparation and irrigation specification, including automatic controller.
- Type, size, and location of all plant materials.
- Identify all existing landscape and site features to remain.
- Identify all hardscape, fences, walls, trellises, lighting, visible landscape irrigation equipment, boulders, planters, ground plane improvements, and all other landscape elements, their location, material, and color.
- Treatment and restoration of all cut and fill areas.
- Be consistent with the landscape standards set forth in the Design Guidelines.
- Note, the Landscaping Plan may be omitted from Submittal No. 2 and submitted subsequent to the Notice of Completion setout in Section 3.8 if landscaping is to

completed by the resident homeowner (“Post-Closing Landscaping”). In such case, the resident homeowner shall submit a Landscaping Plan to the ARC within thirty days of taking occupancy, and complete the improvements contemplated by the approved Landscaping Plan within ninety days of the approval of a final Landscaping Plan by ARC. The Construction Deposit shall not be refunded until all improvements have been completed pursuant to a Landscaping Plan approved by ARC.

5.5.3 Roof Plan

- Plan of all proposed roofs with slope pitches and ridge heights above existing grade.
- Materials of all proposed roofs.

5.5.4 Grading Plan

- A plan that shows existing contours, flow line, and finish grades.
- Finished grade changes accompanied by a grading plan prepared by a registered civil engineer or architect
- Drainage pattern and drainage system,

5.5.5 Floor Plan

- Indicate all walls, columns, openings, and any conditions or features that will affect the exterior design of the building.
- Scale accurately all items and parts of plans and details including balconies, decks, garages, storage buildings. Show square footages of total living area of residence, garages, covered and uncovered patios and porches.
- Include notes on all exterior items that cannot be clearly shown on the elevations.

5.5.6 Elevations

- Provide exterior elevations to scale of all proposed structures.
- Identify all finish materials, colors, and textures. Provide a color board for all exterior materials.
- All colors and materials must be presented on sample sheets and/or on elevation sheets. Both the sample sheet and the elevation sheet must clearly indicate which color(s) and material(s) will be used on each portion of the building. All colors and materials must be identified with a manufacturer's name and list number. Paint LRV numbers must be submitted for each color.
- Show exterior lighting fixtures.
- Show existing grades and proposed finish grades.
- Show roof ridge height and finished floor heights.

5.5.7 Sections

- Provide two (2) site and building sections. The sections should be located to clearly show how the building(s) relate to the existing grades.
- Show existing and proposed finish grades.

5.5.8 Perspective Isometric or Rendering

These additional drawings are not required; however, they may help the ARC understand the proposal.

5.5.9 Other Documents

Other documents or a scale model may be required as deemed necessary by the ARC to clarify issues.

5.5.10 Review and Approval Process

The ARC will review Submittal No. 2 and within (30) thirty calendar days provide a written approval or disapproval for the proposed improvements or request additional information. The ARC will provide written notice of the decision to the owner or owner's agent. Failure by the ARC to act within this 30-day period will constitute an approval of the submittal. In the event of a denial by the ARC, the owner may then resubmit Submittal No. 3. Failure by the ARC to act within 30 calendar days of receipt of the third submittal will constitute an approval of the submittal.

Should the ARC disapprove a submittal, the owner has the right to appeal the decision to the committee pursuant to the CC&Rs.

5.6 Final Re-Submittal of Corrections

5.6.1 Working Drawings

Drawings shall include any revisions or corrections required by the ARC after their review of Submittal No. 2.

5.6.2 Review and Approval Process

Upon determination by the ARC that all requirements for Submittal No. 2 have been met, the ARC will review this submittal in accordance with the procedures and the time periods used for the review of Submittal No.2.

Upon receiving approval by the ARC the working drawings and plans may then be submitted to the Yavapai County Planning and Building Department for approval and issuance of grading and building permits. If the County issues a denial of the plans then the plans will be re-submitted to the ARC after non-conforming issues have been remedied.

After the County issues permits, the owner must provide to the ARC:

1. A copy of all building and/or grading permits.
2. Contractor's name, license number, daytime telephone numbers and email address.
3. Emergency telephone numbers for the contractor and owner.

5.7 Submittal No. 3

After Yavapai County Planning and Building Department issues a Building Permit, a copy of the Permit and the \$5,000.00 Construction Deposit and the \$5,000.00 Security Deposit must be provided to the ARC before any construction commences. *If required lot lines are to remain strung until construction is completed.*

No construction, demolition, clearing, grubbing, removal of any plant material, grading or excavation may begin without prior written ARC approval and receipt of the Construction Deposit.

5.8 Notice of Completion

After completion of all improvements, the owner shall submit a letter to the ARC indicating that all improvements are complete and are in conformance with the approved plans and specifications of the ARC. Upon the receipt of the Notice of Completion letter, the ARC will inspect the improvements within fifteen (15) working days.

Within seven (7) days after its field inspection, the ARC will notify the owner of either final approval of the improvements or non-compliance with the approved plans and specifications.

Only after final approval by the ARC and the issuance of the Yavapai County Certificate of Occupancy can the residence be occupied. Both approvals are required or all funds held by the ARC will be forfeited if the owner occupies home prior to these approvals.

In the event of Post-Closing Landscaping arrangement, the Construction Deposit will be held by ARC until all landscape improvements have been completed pursuant to an approved Landscaping Plan and accepted by ARC; however, acceptance of such improvements by ARC shall not be a prerequisite for occupancy.

Whispering Canyon Development Community Association, Inc.

6 CONSTRUCTION RULES & REGULATIONS

Lot # _____ Owner _____, Builder _____

The following Construction Rules and Regulations are applicable for all construction in Whispering Canyon and shall be enforced during the construction period of residential construction. Any violation of these regulations by an owner, owner's agent, representative, builder, contractor, or subcontractor shall be deemed a violation and subject to the fines, risk of forfeiture of the Construction Deposit and/or the suspension of the building approval

to construct.

6.1 Commencement and Completion of Construction:

No construction may commence until the plans have been approved by the ARC, the compliance deposit has been paid, the pre-construction site survey has been done, the envelope string is up, and a portable toilet is on site. Any changes to the exterior of any building or to any site work must be reviewed and approved by the A.R.C. prior to the change being initiated. **Penalty: \$500.00 plus \$25 per day until final plans are approved by the ARC.**

All construction must be performed in compliance with applicable codes and laws of the Yavapai County Planning and Building Department and the State of Arizona. Owner/Builder projects are not allowed. A qualified general contractor licensed in the State of Arizona must be utilized.

Commencement of Construction will be assumed to be within ten (10) business days from the date the building permit is issued by the Yavapai County Planning and Building Department unless prior to the start of construction the A.R.C is notified by the Owner in writing of a later commencement date. The Approval to Construct letter is valid for a period of ninety (90) days. Failure to start construction within the ninety (90) days will result in the applicant resubmitting.

Completion of Construction must be within one (1) year of the building permit being issued by the Yavapai County Planning and Building Department. Construction shall be considered complete with A.R.C. final inspection and residence occupation granted when all exterior finishes, trim windows, doors, lights, decks, railings, stairs, paving, sidewalks, landscaping, hardscaping, grading, restoration of disturbed areas and final cleanup has been completed in conformance with approved plans..

An extension of time may be granted by the A.R.C. for just cause as long as the construction is progressing without delay or interruption and the project has not been abandoned. **Penalty: \$500.00 plus \$25 per day until final inspection approved by the ARC.**

6.2 Conservation of Native Landscape:

Prior to construction, major terrain features, sensitive trees, and plants outside of the Developable Area must be protected to prevent damage. The A.R.C. shall have the right to require major terrain features flagged, trees and plants which are to be fenced for protection.

Protected trees within the Developable Area must be marked and protected by flagging, fencing, or barriers. Any trees or branches approved by the ARC for removal during construction must be promptly cleaned up and removed from the construction site.

Any cut or fill areas on an owner's lot must be limited to within the property lines, with the exception of the driveway access area to connect to the street and the borrow ditch culvert. All cut and fill areas must be returned to a natural appearing topography and revegetated in a manner approved by the A.R.C. prior to final approval and occupancy.

The contractor will protect to the maximum extent possible existing trees outside of the building pad on the Lot. The contractor will instruct all equipment operators to preserve existing trees and will

supervise their work around existing trees. The contractor is responsible for damage done to trees and their root systems by his employees, his subcontractors and their employees, utility company equipment operators and by any other workmen brought to or allowed on the site. **Penalty: \$100 and replacement of trees with suitable species, to be determined solely by the ARC.**

6.3 Construction Access:

In order to ensure that the natural landscape of each home site is preserved and the nuisances inherent in any construction process are kept to a minimum. The building envelope and driveway shall be strung with a highly visible string or rope before any work is commenced, and shall be maintained for the duration of the project. Only one access is allowed through the string, and that is over the approved driveway. **Penalty: \$25 per day plus cost of any damage to adjacent property.**

6.4 Temporary Field Offices:

Temporary field offices are not allowed. **Penalty: \$25 per day.**

6.5 Contractor Signage:

During the course of construction, one (1) commercially produced sign no larger than 18" x 24" may be displayed indicating the general contractor associated with the project. The sign shall only state the name and telephone numbers of the general contractor. Commercial/sub-contractor signs not allowed. **Penalty: \$25 per day per non-conforming sign.**

6.6 Vehicles, Parking and Equipment Storage:

Construction crews will not park on, or otherwise use, undeveloped portions of sites or common area open space. All vehicles shall be parked within the Developable Area or on the street right of way with courtesy to the neighbors. There will be no parking on neighboring property or common areas. All parking shall be on the same side of the street whenever possible. No overnight parking on the street. Streets and right-of-ways may not be used for storage of building materials, dirt or other fill, brush or slash or construction trash. Contractors or sub-contractors shall not store/park construction equipment (backhoes, dump trucks, etc.) when they are not being used on the construction site. Such equipment shall be removed within five (5) days of its last usage. **Penalty: \$25 per incident/day.**

6.7 Daily Working Hours:

Daily working hours for each construction site shall be from 30 minutes after sunrise to 30 minutes prior to sunset. Construction activity, which generates noise, must be curtailed on Sundays and Holidays. No blasting may occur before 9:00 a.m. or on any major holiday, specifically New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. **Penalty: \$250 per incident.**

6.8 Smoking and Fire Suppression Requirements:

Due to the extreme fire danger, there is ABSOLUTELY NO SMOKING ANYWHERE WITHIN WHIPERSING CANYON. Fire extinguishers must be conveniently located at the construction site. A minimum 5/8 inch diameter water hose connected to a minimum 3/4 inch diameter supply shall be ready for immediate use to any area of the construction site. The hose and water supply must be in place prior to use of any flame or welding process and before the delivery of combustible material to the site. **Penalty: \$500.00 each occurrence.**

6.9 Safety:

Posted speed limits within the neighborhood shall be adhered to. The contractor shall take necessary precautions to protect the public safety wherever necessary, including, without limitation, the placement of street barricades whenever and wherever necessary. **Penalty: \$50 per day or per incident.**

6.10 Prohibited Activities: Music, Alcohol, Drugs and Firearms:

The contractor and/or his employees and subcontractors shall not disturb adjacent neighbors in any way, including playing loud music or yelling. The playing of radios or use of other audio equipment by construction crews during the improvement of any lot at Whispering Canyon is prohibited. Alcohol and illegal drug use, pets, weapons, firearms are strictly prohibited on any construction site. **Penalty: \$50 per day or per incident.**

6.11 Sanitary Facilities:

Each owner and/or builder shall be responsible for providing adequate sanitary facilities for his construction workers. A portable toilet facility shall be placed on each Lot within the Developable Area, in the immediate vicinity of construction. It shall not be stationed on the road, or adjacent property, and shall be as far away as practical from other residences and the roadway. The portable toilet facility must be serviced weekly at minimum. **Penalty: \$25 per day.**

6.12 Trash Receptacles:

An approved trash receptacle must remain on the site at all times. Receptacle must be stored on the Lot and not on the road, sidewalk or adjacent property. Receptacle shall be covered to prevent blow-out of debris as required and serviced on a regular basis. At the end of each day, the contractor and owner shall be responsible for clean-up of all trash and debris to ensure that no trash or construction material will be allowed to be displaced offsite onto any adjacent property. **Penalty: \$25 per day or per incident.**

6.13 Material Deliveries:

All building materials, equipment, and machinery required to construct a residence on any lot at Whispering Canyon must be delivered to and remain within the Developable Area of each site. This includes all building materials, earth-moving equipment, trailers, generators, mixers, cranes, and any other equipment or machinery that will remain at Whispering Canyon overnight. **Penalty: \$25 per day or per incident.**

6.14 Debris and Hazardous Removal:

Owners and builders are prohibited from dumping, burying, or burning trash and debris anywhere on the lot. Neighboring lots or common areas may not be used for access, storage, or parking without express written consent of both the property owner and the ARC.

Heavy debris such as broken stone, wood scrap or the like must be removed from the site immediately upon completion of the work of each trade that has generated the debris. All concrete washed out, from both trucks and mixers, must occur within the building envelope of the lot in a location specifically approved by the A.R.C. where it will be ultimately concealed by structure or covered by paving. Washout in road right-of-way, setbacks or on adjacent properties is strictly prohibited.

There shall be no runoff of any of the resulting fluids or materials into drainage ditches, dry washes, streets or adjacent properties. Clean up shall commence within 24 hours after incident occurs. If any

cleaning solvents are used, any resultant contaminated soil must be removed. This includes, without limitation, washing and cleaning of concrete trucks. Any oil, gasoline, or transmission or hydraulic fluid leaks from contractors' vehicles or equipment on the street or drainage ditches are to be cleaned up immediately. **Penalty: \$100 per occurrence and cost of cleanup.**

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 from affecting other lots or any open space. Any clean-up costs incurred by the A.R.C. or the Association in enforcing these requirements shall be payable by the owner from the Builder's Compliance Deposit. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed by the responsible contractor and/or the respective owner, from public or private roads, open spaces, driveways, or other portions of Whispering Canyon. **Penalty: \$500.00 each occurrence.**

6.15 Dust and Noise Control:

The contractor and/or owner shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud from the public or private roads that is the result of construction activity on the site. **Penalty: \$50 per day or per incident.**

6.16 Responsibility to Repair Damage:

The contractors and sub-contractors shall repair any damage to Association or third party-owned property, sidewalks, curbs and streets caused by the contractor, or its subcontractors, agents or invitees. The repairs shall meet the minimum standards of the Yavapai County and satisfy the requirements of the ARC. If repairs are not completed within thirty (30) days after demand by the ARC that such repairs be done, the Association may, at its option either (i) do the work at that time and deduct the cost from the contractor's construction deposit or (ii) assess a fine sufficient to cover the cost of repairs to be completed at a future date. If, in the opinion of the ARC, the repairs done by the contractor are not acceptable or do not meet the minimum ARC standards, the Association reserves the right to complete any required repairs and bill the contractor or owner for such repairs. The Association reserves the right to exercise all remedies in regard to the repair of such damages, including, without limitation, recovery from the contractor or owner of amounts owed for such repairs, as well as, attorneys' fees and court costs as required. **Penalty: Construction deposit applied to costs of repairs plus recovery of any additional amounts due.**

NOTICES: PENALTIES FOR VIOLATIONS OF THESE CONSTRUCTION RULES MAY BE IMPOSED WITHOUT ANY WARNING OTHER THAN THE DELIVERY OF THESE RULES AND REGULATIONS TO THE CONTRACTOR.

THE PENALTIES INDICATED FOR EACH RULE AND REGULATION ARE FOR THE FIRST VIOLATION OF SUCH RULE OR REGULATION. THE AMOUNT OF THE PENALTY WILL DOUBLE FOR EACH SUBSEQUENT VIOLATION OF THE SAME RULE OR REGULATION.

THE ASSOCIATION RESERVES THE RIGHT TO ENFORCE ALL OF THESE RULES AND REGULATIONS AT LAW AND/OR IN EQUITY IN ADDITION TO IMPOSING PENALTIES FOR VIOLATIONS THEREOF.

THE ASSOCIATION RESERVES THE RIGHT TO AMEND THESE RULES AND REGULATIONMS AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE DISCRETION.

Pre-existing Damage / Other Notes:

The undersigned acknowledges they have received, read, and agree to Whispering Canyon Construction Regulations.

Whispering Canyon A.R.C. Name (print)

Whispering Canyon A.R.C. Signature

Date

Contractor/Builder Name (print)

Contractor/Builder Signature

Date

Lot Owner Name (print)

Lot Owner Signature

Date

Lot Owner Name (printed)

Lot Owner Signature

Date

SECURITY DEPOSIT AGREEMENT

In compliance with the requirements adopted by the Architectural Review Committee ("ARC") for the Whispering Canyon Community Development Association, Inc. _____ ("Owner") does hereby deposit with the ARC the sum of **\$5,000.00** (the "Security Deposit") in connection with the construction of certain improvements (the "Improvements") to the Owner's Lot #____, located at _____, Prescott, Arizona (the "Project"), and agrees to the following terms and conditions:

1. In the event that the Owner fails to complete the Project in compliance with the approved plans, Architectural Design Guidelines, as amended, or abandons the Project, then the ARC may use the Deposit as it determines appropriate in its sole discretion, including, without limitation, (a) when deemed appropriate by the ARC in its sole discretion, to correct the noncompliance; (b) to enforce the failed compliance, including, but not limited to, removal of the non-complying Improvements at the Owner's expense, and/or (c) to pay, or to reimburse the ARC for, (1) its attorneys' fees, (2) the costs of filing of lawsuits and purchasing of bonds for injunctive relief and (3) to pay any and all fines imposed due to such noncompliance or abandonment.
2. The ARC reserves the right to convert the Deposit into a Certificate of Deposit for the estimated time period of construction.
3. None of the Association, 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 injury is due to willful misconduct or bad faith of the Association, the ARC, the Board or the members thereof, as the case may be.
4. The Builder and the Owner hereby agree to indemnify the ARC, the Association and its management company agent and their respective officers, directors, members and their successors and assigns 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 materialmen's liens, which may be asserted against or incurred by the ARC, the Association and its management company agent as a result of the construction activities by general contractor or Owner or any damage caused by the general contractor, the Owner, their respective agents and employees. This indemnity shall survive the termination of the final completion of the construction activities to the Owner's Lot and Residence.
5. Upon completion of the Project, the Owner shall deliver to the ARC a certification of completion of the Project.
6. The ARC will conduct at least two formal reviews of the Project for the purpose of determining compliance with the approved plans and Architectural Design Guidelines. The second and final review will take place on or about the date twelve months from the start of construction or within thirty (30) business days of the ARC's receipt of the Owner's Certification of Completion, whichever comes first.

7. Within thirty (30) business days after the second formal review (the "Final Inspection") of the construction of the Improvements on the Owner's Lot (the "Project"), the ARC shall provide a written report to the Owner specifying either; (a) the Project is found to be in compliance with the approved plans and Architectural Design Guidelines, as amended or (b) any deficiencies, violations or unapproved variations from the approved plans, Architectural Design Guidelines, as amended, that have come to the attention of the ARC. If the Project is completed and determined by the ARC to be in compliance with the approved plans and Architectural Design Guidelines, as amended, a Report of Compliance will be issued by the ARC will promptly release the Security Deposit to the Owner.
8. In the event any deficiencies, violations or unapproved variations from the approved plans, Architectural Design Guidelines, as amended, are reported, the Owner will be required to correct such discrepancies. In any such case, the ARC will hold the Security Deposit for one hundred eighty (180) days from the date of the Final Inspection or until its receipt of a subsequent Report of Compliance, whichever is less. If a Report of Compliance is received before the one hundred eightieth (180) day after the date of the Final Inspection, the ARC will promptly release the Security Deposit to the Owner. If a Report of Compliance is not received or compliance is not confirmed within such one hundred eighty (180) days, the ARC shall release the Security Deposit from the trust account to the ARC.
9. If the ARC in its sole discretion determines that the Project has been abandoned by the Owner prior to the completion thereof, the ARC shall be entitled to retain the Security Deposit and to use the Security Deposit as determined appropriate by the ARC in its sole discretion.
10. Any interest earned on the Security Deposit shall become part of the Security Deposit.
11. Neither the approval of plans nor the approval of the actual construction by the ARC shall constitute a representation or warranty that the plans or construction comply with applicable governmental requirements or applicable engineering, Architectural Design Guidelines and design or safety standards. The ARC in its discretion may release all or any part of the Security Deposit to the Owner before receiving a compliance report. Release of the Security Deposit to the Owner does not constitute a representation or warranty from the ARC that the construction complies with the approved plans.

Executed on the _____ day of _____, 20____.

OWNER(S)

Signature(s): _____

Address _____ City, State, Zip Code

GENERAL CONTRACTOR

Name: _____ By: _____

Address _____ City, State, Zip Code

By signature below, the ARC acknowledges receipt of \$_____ in form of _____

WHISPERING CANYON COMMUNITY DEVELOPEMNT ASSOCIATION, INC.

By: _____ (Signature & Title)

CONSTRUCTION DEPOSIT AGREEMENT

In compliance with the requirements adopted by the Architectural Review Committee (“ARC”), for the Whispering Canyon Community Development Association, Inc. (“Association”) _____ (“Owner or Contractor”) does hereby deposit with the ARC the sum of **\$5,000.00** (hereinafter referred to as the (“Construction Deposit”)) in connection with the Owner’s construction of Improvements (the “Project”) on Lot #____, located at _____, Prescott, Arizona (the “Lot”) and the Owner and the General Contractor signing below (the “General Contractor”) agree to the following terms and conditions:

1. As used herein, the term “Damage” shall mean damage and/or scarring to other property resulting from construction operations, including, but not limited to, open space, Common Areas, other Lots or Residences, fences, roads, driveways, concrete curbs and gutters, sidewalks and/or other Improvements. If any such Damage occurs, it must be repaired and/or restored promptly at the expense of the General Contractor or the Owner to the satisfaction of the ARC. Unless otherwise defined herein, the capitalized terms shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions of the Association.
2. Upon the occurrence of any such Damage, the ARC, from time to time, and without prejudice to any other remedy, may, in its sole discretion, use the Construction Deposit to the extent deemed necessary by the ARC, in its sole discretion, to repair such Damage or to pay to the injured party the cost of repairing or restoring such Damage. It is expressly understood that the use of any or all of the Construction Deposit shall not be considered a measure of the Damage nor release the Owner from paying additional amounts if the total Damage exceeds the Construction Deposit amount.
3. If the Owner or the General Contractor, or their respective subcontractors, agents and employees, violates any Construction Rules and Regulations during the construction of the Improvements, a fine or penalty will be assessed in accordance with the fine amounts shown on the current Construction Rules and Regulations and such fine or penalty shall be paid from the Construction Deposit. Except as noted in the Construction Rules and Regulations, notice of a first violation of a Construction Rule and Regulation may be issued as a warning.
4. Within a reasonable time of the ARC being notified of the occurrence of any such Damage or violation, the amount, if any, of the Construction Deposit to be used pursuant hereto to repair or restore the Damage or to pay the fine or penalty, as the case may be, shall be approved in writing by a majority of the ARC. The ARC may postpone its review of payment pending receipt of any information which the ARC, in its sole discretion, may require. A copy of the ARC decision shall be mailed to Owner at the address indicated below. Withdrawal of money from the Construction Deposit shall occur no sooner than ten (10) days after the date written notice of the ARC decision is sent to the Owner.
5. If the Owner wishes to contest the ARC’s decision to use any or all of the Construction Deposit as indicated above, the Owner must, within ten (10) days after the date of notice of the ARC decision with respect to said Construction Deposit, submit a written request to the ARC for a hearing before the ARC. The ARC shall schedule such hearing as part of the larger agenda of a regular or special ARC meeting and send written notice of the hearing date and time to the Owner no less than ten (10) days prior to the date of the meeting. In the event such a hearing is held, the ARC, by majority vote, shall determine the amount, if any, of the Construction Deposit to be used in accordance herewith.

6. Upon use of any of the Construction Deposit by the ARC in accordance with the provisions of this Agreement and written notification and demand by the ARC to the Owner, the Owner shall deposit with the ARC additional monies as needed to restore the Construction Deposit to the amount of such deposit initially made by the Owner pursuant to this Agreement.
7. None of the ARC, the Association, 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 use, payment or non-payment of the Construction Deposit funds unless such loss, damage or injury is due to willful misconduct or bad faith of the Association, the ARC, the Board or members thereof, as the case may be.
8. The General Contractor and the Owner hereby agree to indemnify the ARC, the Association and its management company agent and their respective officers, directors, members and their successors and assigns 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 materialmen's liens, which may be asserted against or incurred by the ARC, the Association or its management company agent or their respective officers, directors, members and their successors and assigns as a result of the construction activities by General Contractor or Owner or any Damage caused by the General Contractor, the Owner, or their respective agents and employees. This indemnity shall survive the termination of the final completion of the construction activities to the Owner's Lot and Residence.
9. Once construction of the Project and cleanup of the Lot has been completed, the Owner shall notify the ARC in writing. The ARC will then confirm that construction of the Project is completed and inspect for Damage. Following the confirmation that construction of the Project has been completed, an inspection for Damage and the repair or restoration of any Damage and/or the payment of all fines and penalties, the ARC will return the balance, if any, of the Construction Deposit to the Owner.

Executed on the ____ day of _____, 202__.

OWNER(S)

Signature(s): _____

Address _____ City, State, Zip Code _____

GENERAL CONTRACTOR

Name: _____ By: _____

Address _____ City, State, Zip Code _____

By signature below, the ARC acknowledges receipt of \$_____ in form of _____

WHISPERING CANYON COMMUNITY DEVELOPEMNT ASSOCIATION, INC.

By: _____ (Signature & Title)

Whispering Canyon Development Community Association, Inc.
PROJECT INFORMATION
TO BE COMPLETED BY OWNER/BUILDER/ARCHITECT

Property Information:

Lot # _____, Phase _____
Site Address: _____ Assessor's Parcel # _____

Owner's Contact Information:

Owner's Name: _____,
Mailing address: _____
Phone-cell: _____, Hm; _____, Bus: _____
Email: _____,

Builder's Information:

Name: _____, Contact Name _____
Mailing address: _____
Phone-cell: _____, Hm; _____, Bus: _____
Email: _____,

Architect's Information:

Name: _____, Contact Name _____
Mailing address: _____
Phone-cell: _____, Hm; _____, Bus: _____
Email: _____,

HOME CONSTRUCTION INFORMATION

SQUARE FOOTAGE:

Total Lot Size: _____, Lot/Building Coverage: _____
Setback Footage: Front: _____, Sides: _____, Rear: _____
Home Total Square Footage: _____, Livable Area: _____
Garage: _____, Covered Decks and Patios: _____
Guest House or Casita: _____, Building Height at Maximum Peak: _____

NOTATIONS:

Whispering Canyon Development Community Association, Inc.
ARCHITECTURAL SUBMITTAL APPLICATION FOR EXTERIOR MODIFICATIONS

Please fill out this submittal form and return, along with the **\$100.00 Review Fee payable to: Joshua Vandyke, to COPPER TREE CONSTRUCTION 957 BLACK DRIVE PRESCOTT, AZ 86305.** If this is an exterior paint request, please include sample(s) for review and approval by the Whispering Canyon ARC Committee.

DATE: _____ LOT: _____

OWNER: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

REVIEW FEE: _____

MODIFICATION/IMPROVEMENT REQUEST:

ATTACHMENTS/SUBMITTAL SAMPLES:

CONTRACTOR'S NAME (IF APPLICABLE) _____

PHONE _____, EMAIL _____

OWNER SIGNATURE: _____

ARC REVIEW COMMITTEE COMMENTS:

APPROVED AS SUBMITTED _____

APPROVED WITH CONDITION(S) _____

CONDITION(S) SPECIFIED: _____

DISAPPROVED _____

SIGNATURE _____, DATE _____