

ARCHITECTURAL COMMITTEE RULES AND REGULATIONS

Pursuant to Article VI, Section 9 of the Declaration of Covenants, Conditions and Restrictions Arizona Biltmore Estates, as amended (the "Declaration") and in order to assure that all improvements on the Covered Property are in harmony with existing improvements in the manner most consistent with maintaining the value of all Lots and Parcels and improvements thereon, the following Architectural Rules and Regulations are promulgated:

1. Definitions:

Apartment - Shall mean and refer to any living unit in an Apartment Area.

Apartment Building - Shall mean and refer to any structure containing one or more Apartments.

ABEVA - Shall mean and refer to the Arizona Biltmore Estates Village Association.

Category I Improvements - Shall mean and refer to all construction and landscaping included in the original construction and landscape included in the original construction of the Dwelling, Condominium, Condominium Building, including any appentence thereto, including, but not limited to, walls; fences, pools, patios, garages or gazebos.

Category II Improvements - Shall mean and refer to all construction following original construction, and any additions to or modifications of Category I or II Improvements, excluding landscaping, which an increase in the volume or location of livable or non livable space of the Dwelling, Condominium Building, Apartment, or Apartment Building, construction or modification of walls, fences, whether a part of, attached or not attached, to any of the aforesaid, or any modification in color of any Category I, or II or III Improvements.

Category III Improvements - Shall mean and refer to all other additions to or modifications of a Dwelling, Condominium, Condominium Building, Apartment or Apartment Building or any other construction or improvement of any type, including landscaping, upon a Lot or Parcel, including any objects placed upon or attached to the roof or exterior of any of the aforesaid, including, but not limited to, evaporative coolers, air conditioners, solar panels, satellite receiver dishes, and weather vanes.

Community Association - Shall mean and refer to an association formed pursuant to Article XVII, Sections 15 of the Declaration.

IMPROVEMENTS & ALTERATIONS

No improvements shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the *Arizona Biltmore Estates Village Association Architectural Committee (ABEVA)*, or any committee established by the *ABEVA Architectural Committee* for that purpose.

The *ABEVA Architectural Committee* will require the Requesting Owner submit the following:

- 1) Two complete sets of plans and specifications.
- 2) A plot plan which indicates the locations of improvements to be installed.
- 3) Materials to be used or such detailed diagrams and descriptions of the improvements as it may determine are appropriate.

The *ABEVA Architectural Committee* shall have the right to refuse or approve any Plans or Specifications (including grading plans) which, in its opinion, are not suitable or desirable for aesthetic or other reasons.

In passing upon such Plans and Specifications, and without any limitation of the foregoing, the *Committee* shall have the right to take into consideration:

- 1) The suitability of the proposed improvements.
- 2) The materials of which it is to be built.
- 3) The site upon which it is proposed to erect the same.
- 4) The harmony with the surroundings thereof.
- 5) The effect of the improvements as planned on the aesthetic view from the adjacent of neighboring property.

All subsequent additions, changes or alterations in any improvements, including exterior color scheme, shall be subject to the prior approval of the *ABEVA Architectural Committee*.

The Plans and Specifications submitted should include:
the detail of the exterior color scheme,
including all exterior surfaces.

The *ABEVA Architectural Committee* does not intend to be unduly restrictive in the use of exterior surfaces, however, they must be generally compatible and in harmony with the other improvements in the neighborhood. Any repainting or redecorating of exterior surfaces will also require submission of a color scheme for *ABEVA Architectural Committee* approval.

No changes in or deviations from such Plans and Specifications once approved shall be made without prior written approval of the *ABEVA Architectural Committee*.

Decisions of the *ABEVA Architectural Committee* may be appealed to the *Board of Directors* as provided for in the Declaration. No Lot Owner or other parties shall have recourse against the *ABEVA Architectural Committee* for its refusal to approve any Plans and Specifications or plot plans, including lawn area and landscaping.

The ABEVA Architectural Committee recommends, as to any of the requirements above, that preliminary plans be submitted prior to the development of final working drawings.

IMPROVEMENTS

Improvements shall be submitted for approval to (i) the Owners of the two-thirds of the Lots or Condominiums in the Neighborhood and (ii) the relevant Community Association Architectural Committee, if one exists, or the *ABEVA Architectural Committee* if it does not. If both reviewing bodies under subsections 3B(i) and 3b(ii) approve; the Improvements shall be approved. If the reviewing body under Subsection 3b(ii) disapproves, the Improvements shall be disapproved, subject to any right of appeal.

If two-thirds of the Owners of the Neighborhood, Lots or Condominiums do not approve, but the reviewing body under Subsection 3B(ii) approves, the requesting Owner may appeal the Neighborhood Owners' decision to the *ABEVA Architectural Committee* if that Committee has not already reviewed the request in lieu of a Community Association. If it has so reviewed the request, the *ABEVA Architectural Committee's* decision as a result of such review will govern, unless the *ABEVA Architectural Committee* determines otherwise. If the *ABEVA Architectural Committee* upholds the disapproval of the Neighborhood Owners, the Improvements shall be disapproved, subject to any right of appeal.

DEFINITION OF NEIGHBORHOODS

Neighborhood shall mean and refer to those Lots contiguous to (or touching) the Lot owned by the Requesting Owner, in addition to Lots directly or diagonally across from, behind, or beside the Lot in question but separated therefrom by a road or other right of way, or easement, whether or not paved.

Neighborhood - Shall mean and refer to those Lots (contiguous to or touching) the Lot owned by the Requesting Owner, in addition to Lots directly or diagonally across from, behind, or beside the Lot in question but separated there from by a road or other right of way, or easement, whether or not paved. In a Condominium Building, Neighborhood shall mean and refer to those Condominiums above, below or otherwise adjacent to the Condominium in question.

Condominium Building - Shall mean and refer to any structure containing one or more Condominiums.

Improvements - Shall mean and refer to the Owner of the Lot, Condominium or Apartment Area who is requesting approval for Improvements pursuant to these Rules and Regulations.

All other capitalized terms are defined in the Declaration.

2. Improvements and Alterations - No Improvements shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the ABEVA Architectural Committee, or any committee established by the ABEVA Architectural Committee for that purpose.

The ABEVA Architectural Committee will require the submission by the Requesting Owner of two complete sets of plans and specifications, including a plot plan, which will indicate the location of Improvements to be installed, as well as materials to be used, or such detailed diagrams and descriptions of the Improvements as it may determine are appropriate in instances not involving Category I Improvements (collectively the "Plans and Specifications")

The ABEVA Architectural Committee shall have the right to refuse to approve any Plans or Specifications (including grading plans) which, in its opinion, are not suitable or desirable for aesthetic or other reasons. In passing upon such Plans and Specifications, and without any limitation of the foregoing the Committee shall have the right to take into consideration the suitability of the proposed Improvements; the materials of which it is to be built; the site upon which it is proposed to erect the same; the harmony with the surrounding thereof; and the effect of the Improvements as planned on the aesthetic view from the adjacent or neighboring property. All subsequent additions, changes or alterations in any Improvements, including exterior color scheme, shall be subject to the prior approval of the ABEVA Architectural Committee. The Plans and Specifications submitted should include the detail of the exterior color scheme, including all exterior surfaces. The ABEVA Architectural Committee does not intend to be unduly restrictive in the use of exterior surfaces, however, they must be generally compatible and in harmony with the other Improvements in the neighborhood.

Any repainting or redecorating of exterior surfaces will also require submission of a color scheme for ABEVA Architectural Committee approval.

No changes in or deviations from such Plans and Specifications once approved shall be made without prior written approval of the ABEVA Architectural Committee. Decisions of the ABEVA Architectural Committee may be appealed to the Board of Directors as provided for in the Declaration. No Lot Owner or other parties shall have recourse against the ABEVA Architectural Committee for its refusal to approve any Plans or Specifications or plot plans, including lawn area and landscaping.

The ABEVA Architectural Committee recommends, as to any of the requirements above, that preliminary plans be submitted prior to the development of final working drawings.

3. Delegation of Authority - Notwithstanding Section 2 above, and subject to revocation as set forth below, the ABEVA Architectural Committee hereby delegates its approval authority as set forth in Section 2 as follows:

A. Category I Improvements - shall be subject to approval by (i) the Architectural Committee of the relevant Community Association, if one exists, and (ii) the ABEVA Architectural Committee. In the event of disapproval of either the ABEVA Architectural Committee or the Community Association Architectural Committee, the Improvements will be disapproved, subject to the right of appeal in either case.

B. Category II Improvements - shall be submitted for approval to (i) the Owners of two-thirds of the Lots or Condominiums in the Neighborhood and (ii) the relevant Community Association Architectural Committee, if one exists, or the ABEVA Architectural Committee if it does not. If both reviewing parties under subsections 3B (i) and 3B (ii) approve, the Improvements shall be approved. If the reviewing body under subsection 3B (ii) disapproves, the Improvements shall be disapproved, subject to any right of appeal.

If two-thirds of the Owners of the Neighborhood, Lots or Condominiums do not approve, by the reviewing body under subsection 3B (ii) approves, the Requesting Owner may appeal the Neighborhood Owners' decision to the ABEVA Architectural Committee if that Committee has not already reviewed the request in lieu of the Community Association. If it has reviewed the request, the ABEVA Architectural Committee's decision as a result of such review will govern, unless the ABEVA Architectural Committee determines otherwise. If the ABEVA Architectural Committee upholds the disapproval of the Neighboring Owners, the Improvements shall be disapproved, subject to the right of appeal.

C. Category III Improvements - shall be subject to approval by the relevant Community Association Architectural Committee, if one exists, and, if not, the

ABEVA Architectural Committee. In the event of disapproval by the same, the Improvements shall be disapproved, subject to any right of appeal.

D. Procedures for approval/disapproval/appeal shall be as follows:

- (i) Whenever a decision is required by the ABEVA Architectural Committee hereunder, the decision(s) of the other reviewing body (ies) and the reasons thereof shall be transmitted in writing to the ABEVA Architectural Committee along with the applicable Plans and Specifications called for in Section 2 above. The ABEVA Architectural Committee shall proceed in accordance with Article VI of the Declaration and these Rules and Regulations.
- (ii) When a decision is required by the Neighboring Owners, the requesting Owner shall obtain the approval of the necessary two-thirds in writing dated and signed by the Owners and identifying the Improvements being approved with sufficient particularity to indicate an informed decision by those Owners. Such approvals or copies thereof shall be submitted to any other reviewing body required to review the Improvements under these Rules and Regulations. Requesting Owners may be required by any reviewing body to show that they have made a good faith effort to obtain Neighborhood approval in order to avoid "appeals" of Neighborhood disapproval decisions where, in fact, no approval of Neighborhood Owners has actually been sought.
- (iii) When a decision is required by a Community Association Architectural Committee or an appeal is taken from a decision of such Committee, the procedures established for that Committee by the Declaration, Articles, and Bylaws or Rules and Regulations of that Association shall be applicable.
- (iv) Appeals taken from a disapproval of Neighborhood Owners (which appeals are permitted only in cases in which the Community associating Architectural Committee, if one exists, and, if not, the ABEVA Architectural Committee, has approved the Improvements), shall be made in writing in accordance with Section 3B within thirty (30) days of the receipt by the Requesting Owner of the written decision of the last reviewing bodies to review the Improvements.

(v) Appeals taken from the disapprovals of the ABEVA Architectural Committee shall be made to the Board of ABEVA in accordance with Article VI of the Declaration.

(vi) Each Community Association shall, within ten (10) days of approvals or disapprovals hereunder by its Architectural Committee, submit a written summary of such approvals or disapprovals, with a short statement of reasons for disapprovals, to the ABEVA Architectural Committee, in order to permit monitoring of review procedures to insure the appropriateness of continued delegation of Authority by that Committee as set forth in these Rules and Regulations.

4. Revocation of Authority - The ABEVA Architectural Committee shall retain the right at any time to revoke and delegation of its approval authority set forth in the above sections if, in its sole judgment, with respect to any Community Association Architectural Committee or Neighborhood, the association or inaction of that Community Association Architectural Committee or neighborhood is not consistent with the overall scheme of control and qualitative harmonious development as set forth in the Declaration or these Rules and Regulations.

5. Restrictions

A. Antennas - No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any property, whether attached to a building or structure or otherwise, unless approved by the ABEVA Architectural Committee.

B. Roofing Materials and Colors - The use of asbestos, asphalt or composition shingles as a roof covering material is unacceptable to the extent such use would be visible from surrounding property or Common Areas. Roof areas which, because of the slope, will require "build up" type roofing must be covered with gravel or rock of a color compatible with the overall color scheme.

C. Clothes Drying Facilities - All clothes drying facilities shall be placed and maintained exclusively within a fenced service yard or otherwise concealed, and shall not be visible from the ground level of neighboring property.

D. Rubbish, Debris and Weeds - Owners shall be responsible for keeping their property and the area immediately fronting their property free from rubbish, debris, weeds and all growth not part of the intended landscape both during and following construction of any Category of Improvements and shall take precautions to preclude such debris and other materials from being deposited on adjoining property. The

ABEVA Architectural Committee will notify an Owner of failure to adhere to this provision in writing which shall (i) allow that Owner twenty (20) days, or such other reasonable amount of time as the Committee determines after receipt of such notice to bring his property into compliance (ii) advise the Owner that his failure to do so will require the Association to cause the property to be brought into compliance with the expense being charged to that Owner as a Special Assessment pursuant to the Bylaws of ABEVA.

E. Signs - Only two types of signs are permitted: (i) signs for marketing by developers and (ii) signs for sale or open houses of non-developers. Signs of developers may be installed for the purpose of advertising their projects to the general public. The number of signs for a project shall be equal to the number of entrances from Common Area roadways to such projects. These roadways are generally known as Parcel 20, and or Thunderbird Trail, Arizona Biltmore Circle, Arizona Biltmore Estates Drive, Coulter Street, Claremont Street, and, for the purposes of these guidelines, 24th Street, 32nd Street, Lincoln Drive and Camelback Road.

Portable signs are prohibited for developers. Signs must be of a permanent nature, containing the project name and logo, name of the developer, summary sales information and summary directions, and should contain no information not specifically pertinent to the project. No real estate company logo may appear; however, the sales agent's name and related information is permitted. The signs must be placed on the developer's property, not on any right of Common Area roadways. Developers may also install one sign, of a maximum size of two feet by two feet at any entrance of a development from Common Area roadways to indicate resale's or houses for lease, subject to all the restrictions for project marketing signs set forth above. All signs must be maintained in a state equivalent to that of the time of initial installation. Failure to so maintain will result in removal and loss of rights granted by these guidelines. In all cases, developer sign and design and location must be submitted to the ABEVA Architectural Committee for prior approval.

Signs of non-developers are limited to one per Lot and a maximum size two feet by two feet, whether for resale or open house. Resale signs must be placed in the front yard on or behind a line parallel to the outermost protrusion of the dwelling, which includes any enclosed courtyard, or garage. Open house signs may be placed anywhere within the property boundary, but not in a right of way or common area.

F. Landscaping - The general theme of Arizona Biltmore Estates is a green belt oriented community has set the stage for the following guidelines (subject, however, to the approval procedures set forth in Section 3):

(i) Each Lot shall be landscaped with lawn and/or dense ground cover. Trees and shrubs which are compatible with the landscape theme established and installed may be used.

(ii) Rocks and boulders, sidewalks, railroad ties, telephone poles, etc. may be used to supplement and create imaginative landscaping design.

(iii) The use of "desert type" plants rock and gravel yards shall not be allowed in any area which is visible from the street or Common Areas.

(iv) A landscape plan in duplicate must be submitted to the ABEVA Architectural Committee for approval so that the Committee can act to perform its responsibility as required by the Declaration.

G. Miscellaneous - In the event of an inconsistency between these Rules and Regulations and the Declaration, the Declaration shall control. The ABEVA Architectural Committee may, from time to time and in its sole and absolute discretion, adopt, amend, repeal, by unanimous vote or written consent, these Architectural Committee Rules and Regulations. The waiver by the ABEVA Architectural Committee of any Rule or regulation hereof shall not be construed as a waiver of any other Rules or Regulation. Failure to exercise any of the Rules and Regulations stipulated herein for any one Owner shall not be a waiver of the right to enforce these Rules and Regulations for any subsequent Owner.

ARIZONA BILTMORE ESTATES VILLAGE ASSOCIATION

Request for Architectural Approval

NAME _____ LOT _____

ADDRESS _____ PHONE _____

Provide a description of the request in detail and use additional pages and drawings as necessary. Please include type of materials to be used, color(s), dimensions of structure and location on lot, if applicable.

Work to be preformed by: _____

Submit to:

**Arizona Biltmore Estates Village Association
2525 E Arizona Biltmore Circle D-145
Phoenix AZ 85016
Telephone: 602-955-1003 FAX: 602-955-1144**

The Homeowner agrees to maintain the improvement, if approved by the Board of Directors or their duly appointed representative. If, in the view of the Board of Directors, the improvement is not being maintained, the Association has the right to remove or maintain the improvement with the Homeowner bearing all costs. The Homeowner agrees to comply with all city, county and state laws and to obtain all necessary permits.

Signature of Homeowner

Date

The above described architectural change is:

Approved Disapproved Approved subject to the following conditions:

Association Representative

Date