

# RAILROAD SPRINGS 66 HOMEOWNERS ASSOCIATION

## ARCHITECTURAL CONTROL GUIDELINES

(Revised as of June 11, 2015)

Welcome to Railroad Springs. Pursuant to Section 15 of the Declaration of Covenants, Conditions and Restrictions (the "Declaration") for the Association, changes in the exterior appearance of your Lot generally require prior written approval from the Association. Section 15 states, "No Single Family Residence, building, fence, wall, antenna, tower, awning, garage, carport, sign or other structure of any kind or character shall be constructed, erected, placed or maintained upon, the Property, nor shall any exterior addition, change or alteration be made thereto or therein, including without limitation to any exterior wall or entryway, which is visible from any other Lot or the Common Areas, and no additions to, changes in, or alterations of landscaping, grade or drainage shall be made, until plans and specifications showing the nature; kind; color, shape, height, materials, location and other physical attributes of the same shall have been submitted to and approved in writing as to time of completion, harmony of external design and location in relation to surrounding structures and topography by the Board or by an architectural committee appointed by the Board and by the Design Review Committee."

The following Architectural Control Guidelines are designed to help explain the standards and procedures that will be used by the Association in reviewing requests to make changes in the exterior appearance of a Lot. They are intended to make homeownership here a pleasant and enjoyable experience and protect the quality and character of your neighborhood. As such these controls will be strictly enforced by your Association.

***Note:** Following these Architectural Control Guidelines does not eliminate the need to review the Declaration and comply with all restrictions contained therein. In addition, the Board has adopted resolutions on certain aspects of Association governance that may apply. Unless otherwise defined herein, capitalized terms have the same meaning used in the Declaration.*

### **General Requirements**

As noted above, pursuant to Section 15 of the Declaration, every Owner must obtain written approval from the Board of Directors PRIOR to commencing any exterior change, improvement or alteration. These improvements and alterations shall include, but are not limited to, roads, driveways, fences, walls, porches, decks, hot tubs, dog runs, sheds, additions, and any other item visible from neighboring Lots or the street.

Factors considered during the Association's review will include, but are not limited to, consideration of material, quality of workmanship, colors, and consistency with the external design and color of existing Improvements on the Lot and impact on neighboring Lots. The location of the alteration or addition with respect to topography and finished grade elevation is also considered.

Please note that approval for any type of construction or removal of trees must first have the approval of the City of Flagstaff and that such approval must accompany the request documentation or it will be rejected without review and returned to you until such documentation is provided.

The approval of the plans does not mean that the judgment is passed on the structural soundness of the Improvement or its effect upon existing or future drainage. The review of the plans is for aesthetic purposes only.

Construction must be started within ninety (90) days of the date of the Association's approval of the application or the Association's approval shall be deemed withdrawn and plans must be resubmitted for approval.

Once started, construction shall be pursued diligently in order to assure prompt completion thereof. Absent a different deadline for completion of construction provided in the Declaration or by the Association (which may be shorter or longer, at the Association's discretion), such construction shall be completed within six (6) months of the date of the Association's approval of the application.

### **Antennas and Satellite Dishes**

The placement and screening of antennas and satellite dishes is governed by Section 14.11 of the Declaration. Please consult that section for further guidance.

Notwithstanding the requirements of Section 14.11, advance approval by the Association is not required for the installation of antennas and satellite dishes falling under applicable regulations of the Federal Communications Commission ("FCC"). The preferred installation locations for such regulated antennas and satellite dishes are as follows in descending order of preference:

1. A location in the back yard of the Lot where the receiver will be screened from view by landscaping or other improvements.
2. An unscreened location in the backyard of the Lot.
3. On the roof but completely below the highest point of the roofline.
4. A location in the side yard of the Lot where the receiver and any pole or mast will be screened from view by landscaping or other improvements.
5. On the roof above the roofline.
6. An unscreened location in the side yard.
7. A location in the front yard where the receiver will be screened from view by landscaping or other improvements.

All exposed wires must be fastened down and painted to match the body of the house so long as doing so will not void the manufacturer's warranty, affect the signal, or unreasonably increase the cost of installation. Landscaping or other improvements ("screening") shall be installed as soon as possible, but not later than thirty (30) days following installation. Screening must be maintained by the homeowner and approved by the Association prior to installation.

The Owner is responsible for all costs associated with the installation and maintenance of an antenna or satellite dish. In addition, the Owner is responsible for all damage caused by or connected with the antenna or satellite dish. The Owner must hold the Association harmless and indemnify the Association in the event that someone is injured by the antenna or satellite dish. The Owner shall keep the antenna or satellite dish in good repair so that it does not violate any portion of the governing documents.

The installation of the antenna or satellite dish must comply with all applicable city, county and state laws, regulations and codes. The Association must be provided with a copy of any applicable governmental permits. Installation must be pursuant to the manufacturer's instructions.

An Owner must complete the notification form attached to these Architectural Control Guidelines and submit a copy of the completed form to the Association within five business days after installing an antenna or satellite dish allowed without prior approval. If requested by the Association, the Owner must establish a mutually convenient time to meet with a representative of the Association to review and discuss the antenna or satellite dish.

In the event of a violation of these provisions, the Association may bring an action for declaratory relief with the FCC or the Superior Court after notice and an opportunity to be heard. To the extent permitted by the FCC or Court, the Association shall be entitled to levy fines of \$50 per violation and additional fines of \$10 per day if the relevant portion of these provisions is validated and the violation is not corrected within twenty-one days after the validation.

If an antenna or satellite dish poses a serious, immediate safety hazard, the Association may seek injunctive relief to compel the removal of the antenna or satellite dish. To the extent permitted by applicable law, the FCC rules, and the Association's governing documents, the Association shall be entitled to recover its reasonable attorney's fees, costs and expenses incurred in the enforcement of these provisions.

If any provision of these guidelines is ruled invalid, the remainder of these rules shall remain in full force and effect. If the FCC modifies its rules, the modified rules shall be incorporated into these rules as if fully set forth herein.

### **Clotheslines and Basketball Hoops**

Clotheslines or basketball hoops are governed by Section 14.19 of the Declaration. Such items may not be erected without prior written approval of the Association.

Portable basketball hoops may not be stored on the public streets or in the Common Areas. Such equipment must be stored away after use in a neat and orderly manner. Such storage can either be within or adjacent to the garage or home.

### **Exterior Colors**

Any repainting or redecorating of exterior surfaces, regardless of the color to be used, requires submission to the Association for prior written approval. If you wish to repaint your home the original color(s) (not just matching the current color(s) of the home, which likely are faded from the original color(s)), then you still must submit for approval to confirm with the Association that you are repainting the original color(s) and identifying what those are. That way, the Association can confirm the original, approved colors are being used.

### **Fencing**

Walls and fences on the boundary line between two Lots are governed by Section 11 of the Declaration. Any installation or alteration of a fence must receive the prior written approval of the Association.

Furthermore, any fence must be constructed of materials approved by the Association and the City of Flagstaff. It must be professionally installed with concrete around each post hole as to prevent any fence tipping over into a neighbor's yard. No chain link or temporary fencing is permitted.

An accurate drawing of a proposed fence must be submitted to the Board of Directors prior to installation. In any event, no fence shall be erected past the front of any carport, garage, or home, unless a plan has been submitted in writing and approved in writing by the Board of Directors and Architectural Control Committee. Any dispute arising from the installation or repair of a shared fence shall be brought before the Board.

### **Flagpoles**

Per Arizona Revised Statutes § 33-1808, the following provisions shall apply to flagpoles:

1. Prior to installing a flagpole on any Lot, the Owner of said Lot must, in writing, submit a request including specific plans detailing the height, type, location, method of installation, and color of the pole to the Association for approval.
2. The flagpole must not exceed the height of the rooftop of the Owner's home.
3. Only the following flags may be displayed, and such flags must be displayed in a manner consistent with the Federal Flag Code (P.L. 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.
4. No more than two (2) of the flags noted above may be displayed at any one time. The size of the flag on a flagpole shall be no more than three feet by five feet ( 3' x 5' ).
5. These flags may be displayed from sunrise to sunset unless external/nighttime lighting is employed that has been approved by the Association.

6. Owners installing flagpoles must take reasonable efforts to mitigate the noise created by the flagpole and all related hardware.
7. If the flagpole, or its installation, causes damage to any other Lot or the Common Area, the Owner of the flagpole shall be responsible for all damage caused.
8. Display of the flags listed above shall also be permitted on a bracket mounted on the dwelling.

### **Fuel Tanks**

Fuel tanks are governed by Section 14.21 of the Declaration.

### **Landscaping**

ANY OWNER INSTALLED LANDSCAPING MUST FIRST HAVE PRIOR WRITTEN APPROVAL FROM THE BOARD OF DIRECTORS OR THE ARCHITECTURAL CONTROL COMMITTEE.

Furthermore, all landscaping on any Lot shall comply with all applicable City ordinances (including, but not limited to, dust abatement) and be continuously maintained in good, attractive condition, including weed control, trash and debris removal.

### **Parking Area Extensions**

Any parking area extensions must comply with all applicable City ordinances and receive the prior written approval of the Association.

### **Roof-Mounted Equipment**

Roof-mounted equipment is generally governed by Section 14.6 of the Declaration and requires the prior written approval of the Association. Solar energy devices are discussed in more detail below.

### **Seasonal and Holiday Decorations**

Holiday decorations, including, but not limited to, seasonal or decorative flags, lights, and signs, do not require prior written approval from the Association so long as the following standards are followed, as determined in the discretion of the Association. Holiday decorations and lights shall be of reasonable design and magnitude so as not to disrupt neighboring residences and property, and shall not be installed or utilized prior to 30 days before a holiday and shall be removed no later than 15 days following that same holiday, weather permitting. Seasonal and decorative flags must be house mounted below the roof line. Decorations must be maintained in good repair and not be allowed to encroach on neighboring properties. Decorations shall not contain offensive language. No amplified music or amplified sound devices are allowed. Furthermore, installation

shall not take place prior to 7:00 a.m. or after 11:00 p.m. Additionally, blinking lights and music within displays shall not be left on after 10:00 p.m. each evening.

### Signs

Pursuant to Section 14.3 of the Declaration, no signs, emblems, logos, or billboards of any kind that would be visible from neighboring property may be placed or displayed on a Lot or the Common Area except for those noted below.

1. Signs required by legal proceedings.
2. "For Sale" and "For Lease" signs, with accompanying sign riders, temporarily erected on a Lot in connection with the marketing of that Lot and having a total face area of five (5) square feet or less.
3. Such signs as may be required by law or may not be prohibited by law.
4. Such other signs which have been approved in advance and in writing by the Association as to number, type, and style.

### Solar Energy Devices

Except as initially installed by the Declarant, no solar energy collecting unit or panels shall be placed, installed, constructed or maintained upon any Lot in a location that is visible from neighboring property without prior approval by the Association. Please review Section 14.6 of the Declaration for more information on solar energy devices.

The Association recognizes the Owners' right to install and use solar energy devices, and hereby adopts these guidelines in order to regulate the placement of solar energy devices. This provision applies only to the types of solar energy devices listed in A.R.S. § 44-1761.

If the solar energy device is one of the devices listed in A.R.S. § 44-1761, the placement of the solar energy device must be approved in advance by the Association. Such solar energy device must comply with the following guidelines, to the extent that they do not impair the functioning of the device, or adversely affect the cost or efficiency of the device:

1. No solar energy device may encroach upon the Common Area or the property of another Owner.
2. A solar energy device must be placed in the back yard or on a portion of the roof facing away from the street or make use of screening or other concealment so as not to be visible from neighboring property to the maximum extent possible.
3. A roof-mounted solar energy device must be mounted parallel to the roof plane and so as not to break the roof ridgeline to the maximum extent possible.

4. A permit from the City must accompany the submission for a solar energy device to help ensure that all state, city, and county laws, regulations, ordinances, and codes are complied with.
5. Panels, framing, hardware and piping must match the roof color as closely as possible. All conduits, exposed cables, control panels, and other exposed equipment to be painted the house body color. All painted materials to be maintained and paint to be re-applied as necessary.
6. In order to protect against personal injury and property damage, the solar energy device may not be placed in a location where it may come into contact with a power line and it must be properly grounded and secured.
7. Solar energy devices may not block or obstruct any driver's view of an intersection or street.

The Owner is responsible for all costs associated with the installation and maintenance of the solar energy device and for all damage caused by or connected with the solar energy device. The Owner must hold the Association harmless and indemnify the Association in the event that someone is injured by the solar energy device. The Owner shall keep the solar energy device in good repair so that it does not violate any provision of the governing documents. All exposed equipment shall be maintained. Broken or damaged solar panels will be replaced within 30 calendar days or less.

Any applicable architectural review fee shall be waived for applications for Association review of solar energy devices.

Notwithstanding anything contained in these provisions, the Declaration, or any other provision of the governing documents, these provisions shall not be enforced in a way that (1) prevents the installation of a solar energy device; (2) impairs the functioning a solar energy device; (3) restricts the use of a solar energy device; or (4) adversely affects the cost or efficiency a solar energy device. If any provision of these guidelines on solar energy devices is ruled invalid, the remainder of these guidelines shall remain in full force and effect. If the Legislature of the State of Arizona modifies A.R.S. § 33-1816 or A.R.S. § 44-1761, the modified laws shall be incorporated into these guidelines as if fully set forth herein.

### **Storage**

Woodpiles and storage areas are governed by Section 14.10 of the Declaration. Generally, woodpiles and storage areas may not be maintained on any Lot unless located in a private yard and concealed so as not to be visible from neighboring Lots or the street. Any enclosure for such items must receive the prior written approval of the Association.

Please refer to your copy of the recorded Declaration for further details on any architectural question you may have or call the Association Manager's office, (928) 556-1461. The cooperation of every homeowner under these controls will insure a pleasant ownership experience for everyone at Railroad Springs. The above outlined Architectural Control Guidelines may be altered, deleted or added to by the Association.

Adopted:

  
\_\_\_\_\_  
President/DRC Chair

6/18/15  
Date

# Railroad Springs 66 HOA

# Design Review Form

OFFICE USE ONLY		
Rec'd by: _____	Date Rec'd: _____	
Scanned: <input type="checkbox"/>	QB Notes: <input type="checkbox"/>	Letter to owner: <input type="checkbox"/>

*The Architectural Control Committee reserves the right to take up to 30 days to review your request. Please note: City Permits must be obtained prior to work commencement for improvements/modifications requiring city approval.*

Owner's Name: \_\_\_\_\_ Property Address: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
 Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Please provide a detailed description of the work to be completed on your property, using additional pages as necessary. Include type of material to be used, color(s), dimensions of structure, location on lot, etc., as applicable.

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I understand that any work performed prior to approval from the Architectural Control Committee (ACC) shall be subject to fines, and Railroad Springs 66 HOA reserves the right to require restoration of the property to its prior condition. Any alterations to this request must be resubmitted for review by the ACC. If any work is performed other than that which has been approved by the ACC, approval will be voided, fines may be imposed, and restoration of the property to its prior condition may be required. All work must be completed within the allotted timeframe, and no more than 364 days from the date of approval without review of the ACC. **It is YOUR responsibility to know your property lines.**

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Office Use Only  
 ACC Action:  Approved  Approved WITH CONDITIONS  Denied  
 COMMENTS: \_\_\_\_\_

Signature(s) of ACC Member(s): \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_

This form must be completed and a response must be obtained from the Architectural Control Committee (ACC) *prior* to the commencement of work. Please be sure to provide complete information with your request, such as: color and material samples (via color swatch, brochure, photo, etc.), distance to property lines, architectural drawings, sketches, blue prints, etc. **Please note: both a bird's eye view (with information regarding setbacks) and an elevation must be provided for remodeling/addition projects, as well as new construction projects.** If you have any questions or concerns, please contact Railroad Springs 66 HOA at 928.556-1461

**Notice of Installation of Antenna  
on Individually-Owned or Exclusive-Use Area**

Owner(s): \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_

Type of Antenna: \_\_\_\_\_

- Direct broadcast satellite  18-inch  Other  Size \_\_\_\_\_
- Television broadcast
- Multi-point distribution service  Size \_\_\_\_\_
- Internet  Size \_\_\_\_\_

Company Performing Installation: \_\_\_\_\_

Identify Installation Location: \_\_\_\_\_

Date Installation Performed: \_\_\_\_\_

Please indicate the method of installation. \_\_\_\_\_

Will the installation be in compliance with all Master Association guidelines (which include manufacturers' guidelines and applicable building codes)? Yes  No

Please provide three days and times for which you are available to meet with us to discuss antenna installation. At this meeting, you will need to provide information supporting the necessity for nonroutine installation.

Is a mast necessary for reception? Yes  No

If yes, is the mast required to extend more than 12 feet above the roofline? Yes  No

I will comply with all of the Master Association's rules for installing, maintaining, and using antennas. I assume liability for any damage to Master Association and other owners' property that occurs due to antenna installation, maintenance and use.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_