

BYLAWS OF  
RAILROAD SPRINGS 66 HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION

The name of the corporation is Railroad Springs 66 Homeowners Association, Inc., hereinafter referred to as the "Association". The location of the Principal office of the Association shall be as provided in the Articles of Incorporation. Meetings of Members and Directors may be held at such places within the State of Arizona, County of Coconino, as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

The words and terms used herein shall be deemed to have the same meanings as are given those words and terms in that certain Declaration of Covenants, Conditions and Restrictions, dated July 13, 1998 and recorded in the office of the County Recorder of Coconino County, Arizona (the "Declaration"), as the same may be from time to time amended. The term "Declarant" shall refer to RAILROAD SPRINGS 66, LLLP, an Arizona limited partnership qualified as a limited liability partnership under Arizona law and the successors and assigns of Declarant's rights and powers under the Declaration.

ARTICLE III  
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within the month of December, and the date of which shall be determined by the Board of Directors, at such place and hour as may be set by the Board of Directors, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A or Class B memberships.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notices, postage prepaid, not less than ten (10) days nor more than thirty (30) days before such meeting to each Member entitled to vote,

addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and in the case of a special meeting, the purpose of the meeting. All meetings required under Article III shall be held in the State of Arizona.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership entitled to vote shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. Each Member in good standing shall have one vote, which may be cast in person, by proxy or by written consent.

Section 6. Meetings Called for Determining Assessments. Notwithstanding anything herein to the contrary, meetings called for the purpose of increasing or modifying assessments shall be in strict compliance with the provisions of the Declaration.

#### ARTICLE IV BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors. All Board Members shall be Members in good standing of the Association at the time of the election and during tenure on the Board. The Board shall have the exclusive right of determining the affairs of the Association. The Board shall consist of not less than three (3) nor more than nine (9) Directors. The Board initially shall consist of the three (3) Directors designated in the Articles.

Section 2. Term of Office. The Directors designated in the Articles shall hold office until the first annual election of Directors, which shall take place at the first annual meeting of Members, or until their successors are elected and qualified. At the first annual meeting, the Members shall elect one (1) Director for a term of three (3) years and one (1) Director for a term of two (2) years, and one (1) Director for a term of one (1) year. The newly elected Directors will be inducted at the end of the annual meeting and take office at the next Board Meeting of Directors. At each annual meeting thereafter, the Members shall elect Directors to replace those Directors whose terms have expired and all such Directors shall be elected for a term of three (3) years. The length of terms may be modified by the Members and the number of Directors may be increased to not more than

nine (9) by the vote of the Members or the Board. In the event of an increase in the number of Directors, the Members, at the first annual meeting after the increase, shall designate the terms for the new directorships. If the new directorships are created and filled by the Board between annual meetings, the newly elected Directors shall serve until the next annual meeting of the Members.

Section 3. Removal and Vacancies. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of the death, resignation or removal of a Director, the successor shall be selected by the remaining members of the Board and such successors shall serve for the unexpired term of the predecessor.

Section 4. Compensation. No Director shall receive compensation for any service that they may render to the Association in such capacity. However, each Director may be reimbursed for actual expenses incurred in the performance of their duties as a Director and may receive a salary or wages if he is employed by the Association in a capacity in addition to serving as a Director.

Section 5. Action Taken Without a Meeting. The Board of Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as if said action was taken at a meeting of the Board of Directors.

#### ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. A Nominating Committee shall take suggestions for nominations commencing sixty (60) days prior to the Annual Meeting and nominations may also be made from the floor at the annual meeting of the Members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more persons who are either Members of the Association, officers of a corporate Member, or partners or members of a partnership Member. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among the Members or non-Members.

Section 2: Election. Election to the Board of Directors shall take place at the annual meeting and shall be by secret written ballot. At such election the Members or their proxies may cast in respect to each vacancy, as many votes as they are entitled to

exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

## ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly with notice, at such place and hour as may be fixed from time to time by the Board. Should said meeting fall upon a legal holiday, then said meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director, said notice to be given personally, by certified mail or by telephone, which notice may be waived in writing. Attendance of a Director at a meeting shall constitute waiver of notice except when the Director attends the meeting for express purposes of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. Directors may vote in person, by proxy, or by written consent.

## ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area, the personal conduct of the Members and their guests thereon, and any other matters contemplated by the Declaration or Articles and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the Common Area of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended: (i) for a period not to exceed sixty (60) day periods if any such infraction of the Declaration of Association Rules; and (ii) for successive sixty (60) day periods if any such infraction is not corrected during any prior sixty (60) day suspension period; however, no such suspension may be made toward restricting the use of the

Common Area, which would prevent the use and enjoyment of the Owner's Lot as a residence or restrict his access or parking rights;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, independent contractors or such other employees as they deem necessary and to prescribe the duties of such persons.

(f) The Board of Directors may, from time to time, elect or appoint committees, consisting of such number of Members as the Board may deem advisable or appropriate. Each such committee shall have the power to perform the duties delegated to it by the Board of Directors.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept minutes of all meetings and a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members of the annual meeting of the Members; or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote. At the beginning of each Board Meeting, the minutes from the previous Board Meeting shall be reviewed and approved. All approved minutes shall be placed in the books of the Association.

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

(2) take such action, as and when the Board deems such action appropriated, but after notice is provided in the Declaration, to foreclose the lien against any property for which the assessments are not paid and/or to bring an action at law against the Member personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these Certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment, as against any bona fide Purchaser of, or lender of, the Lot in question;

(e) procure and maintain adequate liability and hazard insurance on the general Common Area;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the maintenance responsibilities of the Association set forth in the Declaration to be performed.

The Chairman of the Board of Directors, if one shall be appointed and serving, shall preside at all meetings of the Board of Directors.

#### ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board of Directors following each annual meeting of the Members.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from the office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by majority vote of the Board at the next regular meeting or at a special meeting. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other officers except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall cosign all checks and promissory notes.

(b) Vice President: The Vice President shall act in the place and stead of the President in the event of his absence or inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association, and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members of the Association together with their addresses; and perform such other duties as required by the Board.

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; and shall prepare an annual budget and statement of income and expenditures to be represented to the membership at its regular annual meeting and delivered to the Members.

## ARTICLE IX COMMITTEES

The Board of Directors shall appoint a Nominating Committee as provided in the Declaration and these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out the purpose of the Association.

ARTICLE X  
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI  
ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association, annual assessments, supplemental assessments, and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid on the due date, the assessment shall bear interest, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, as provided in the Declaration. Interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or other escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII  
AMENDMENTS

These Bylaws may be amended in a manner not inconsistent with the Declaration or Articles, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy; provided, however, the Federal Housing Administration ("FHA") or the Veterans Administration ("VA"), as applicable, shall have the right to veto amendments while there is a Class B membership if the Declaration and these Bylaws have been initially approved by the FHA or VA and any loans have been made within Railroad Springs 66 Homeowner's Association which are insured or guaranteed by FHA or VA.

Notwithstanding anything contained herein to the contrary, the Board reserves the right to amend all or any part of the Bylaws to such an extent and with such language as may be requested by the FHA or the VA and to further amend the Bylaws to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of the Bylaws or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot(s). It is the desire of the Declarant to retain control of the Association and its activities through the Board of Directors during the anticipated period of planning and development of Railroad Springs 66 Homeowners Association and until the Class B



membership ceases pursuant to Paragraph 2.1 of the Declaration. If any amendment requested pursuant to the provisions of this Section deletes, diminishes or alters such control, the Board shall have the right to prepare, provide for and adopt, as an amendment hereto, other and different control provisions.

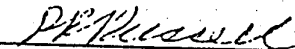
ARTICLE XIII  
INTERPRETATION

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

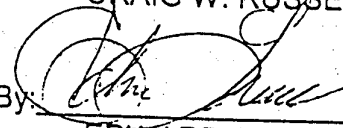
ARTICLE XIV  
FISCAL YEAR


The fiscal year of the Association for all purposes shall begin on the 1st day of January and end on the 31st day of December, of each year, except that the first fiscal year shall begin on the date of incorporation of the Association and shall end on the 31st day of December thereafter.

IN WITNESS WHEREOF, executed this 1 day of FEBRUARY, 1999.

By:   
ROBERT R. RUSSELL

By:   
CRAIG W. RUSSELL

By:   
EDWARD GROSE

By:   
ROBERT M. POLLARD

DIRECTORS

I hereby certify this to be a true and complete copy of the Bylaws of Railroad Springs 66 Homeowner's Association, Inc.

OLSEN-SMITH, LTD.

*Rena C.B. Germinaro*

Rena C.B. Germinaro, Legal Assistant

OLSEN-SMITH, LTD.  
301 EAST VIRGINIA AVENUE  
3300 VIRGINIA FINANCIAL PLAZA  
PHOENIX AZ 85004

**Railroad Springs 66 Homeowners Association  
Rules and Regulations**

(Based on excerpts from the CC&Rs and the By-Laws of the Association)

1. The Assessment shall be paid Quarterly, in the amount of \$45.00. The total for the year shall be \$180.00. As prescribed by Statute, any Association dues not paid 30 days after the due date, shall be subject to a late fee of 10% or \$15.00, whichever is greater. Owners may mail their assessment or deliver it to:

Railroad Springs 66 HOA  
c/o Walnut Canyon Property Management  
1900 N Country Club Drive  
Flagstaff, Az 86004 (928) 556-9880

2. No Business or Commercial enterprise of any kind shall be conducted on any lot whatsoever.
3. Architectural and Landscaping:
  - a. Any homeowner must obtain written approval from the Board of Directors PRIOR to commencing any exterior change, improvement or alteration.
  - b. Any homeowner will have 12 months from the day of closing their home to complete the landscaping of their front, or in the case of a corner lot, side yards. A landscape plan showing an accurate depiction of the minimum requirements shall be submitted and approved by the Board of Directors prior to commencing any work.
  - c. All landscaping on any lot shall be continuously maintained; including weed control, trash and debris removal.
  - d. (Please refer to the CC&Rs and the Architectural Control Guidelines for standards.)
4. Fencing:
  - a. No chain link or temporary fencing is permitted.
  - b. All fencing costs and maintenance is the responsibility of each lot owner. Shared fencing costs and shared maintenance is a shared responsibility of each of those owners. (The Board of Directors must approve all fencing in writing. Please refer to the CC&Rs and the Architectural Control Guidelines for standards.)
5. Parking:
  - a. Parking is allowed in your garage or on your driveway. No vehicle storage is allowed whatsoever.
  - b. Please refer to the City of Flagstaff street parking regulations.
6. All garbage and recycling receptacles must be stored away, completely concealed as soon as possible after pick up days.

7. No loud or obnoxious behavior or noises (including barking and/or noises from animals) interfering with the peaceful enjoyment of your neighbor shall be allowed.
8. In accordance with the City of Flagstaff leash laws, no pets shall be allowed to run loose at any time for any reason. An owner may keep up to two (2) dogs or two (2) cats or two (2) common household pets or three (3) of any combination dogs, cats or other common household pets.
9. No fires are permitted except in approved fireplaces or BBQ's.
10. No boats, R.V.s, sailboats, ski-doo's, snowmobiles, mobile homes, campers, camper trailers, trailers, work vehicles, etc. shall be visible to any neighbor.
11. No livestock, horses, or fowl are permitted on any lot.
12. Only a For Rent sign or a For Sale sign shall be permitted on any lot. No other signs or billboards permitted.
13. No boxes, tools, inoperable vehicles or vehicles in repair, appliances, etc. shall be kept on any lot. No unsightly objects or nuisances shall be erected, placed, or permitted to remain on any lot.
14. The playground area and equipment is for the private use of lot owners only. The hours of use are limited to daylight hours only.
15. Tracts dedicated as easements shall not be used for any pedestrian or vehicle traffic.
16. No roof mounted equipment or devices may be installed.
17. Woodpiles and storage areas may not be maintained on any lot unless located in a private yard, concealed from your neighbor.
18. No fuel tanks or any kind shall be erected, placed or maintained on any lot.
19. Clotheslines or basketball hoops may not be erected without prior written approval of the Board of Directors. Portable basketball hoops may not be stored on the public streets or in the common areas. Such equipment must be stored away after use, concealed from view.

The above Rules and Regulations are intended to benefit the common good and as a result maintain property values and encourage neighborly cooperation. If you have any questions please do not hesitate to call:

Walnut Canyon Property Management  
1900 N Country Club Drive  
Flagstaff, AZ 86004  
(928) 556-9880  
E-mail: [Railroadsprings@aol.com](mailto:Railroadsprings@aol.com)

# RAIL ROAD SPRINGS 66 HOMEOWNERS ASSOCIATION

## ARCHITECTURAL CONTROL

(Revised as of June 6, 2003)

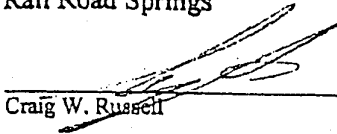
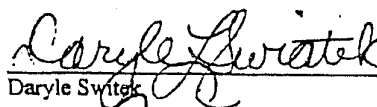
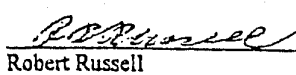
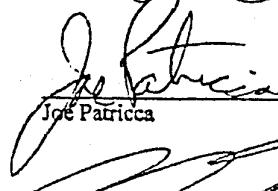
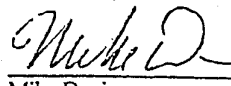
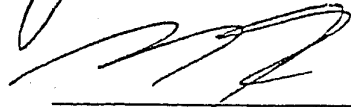
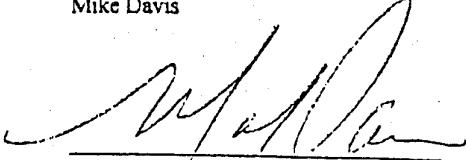
Welcome to Rail Road Springs. The following Architectural Controls are designed to make homeownership here a pleasant and enjoyable experience and protect the quality and character of your neighborhood. As such these controls will be strictly enforced by your Association.

- I. Any homeowner 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, or any other item visible from neighboring lots or the street.
- II. The approved exterior colors for the siding and trim on every home are as follows:
  - Roofing color - DARK CHARCOAL ASPHALT SHINGLES
  - Trim Color - WHITE
  - Siding Colors - REQUIRES PRIOR WRITTEN APPROVAL BY THE BOARD OF DIRECTORS OR THE ARCHITECTURAL CONTROL COMMITTEE
- III. Any homeowner will have twelve months from the day of closing of their home to complete the landscaping of their front, or in the case of a corner lot, side yards. This landscaping must consist of;
  1. EXISTING PINE OR OTHER NATIVE PRE-EXISTING TREES HOWEVER NATIVE AREAS MUST BE KEPT FREE OF WEEDS AND ACCUMULATIONS OF PINE NEEDLES, THUS KEEPING THE FIRE DANGER TO A MINIMUM.
  2. ANY OWNER INSTALLED LANDSCAPING MUST FIRST HAVE PRIOR WRITTEN APPROVAL FROM THE BOARD OF DIRECTORS OR THE ARCHITECTURAL CONTROL COMMITTEE.
- IV. No commercial vehicles, construction equipment, boats, trailers, RVs, ATVs, Motorcycles, shall be parked or stored on any lot unless it is behind an approved fence and completely screened from view. Any high cube truck beds or similar high profile vehicle shall not be parked on any lot or street in Rail Road Springs at any time.

- V. The approved fence shall be constructed of Cedar wood and set on Steel posts and shall consist of pickets 4 inches wide by 6 feet tall. It shall be professionally installed with concrete around each post hole as to prevent any fence tipping over into a neighbors yard. The Homeowners Association strongly encourages each neighbor to share proportionately the cost of a fence installation however the Association does not warrant or enforce any one neighbor to repay another neighbor. 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.
- VI. All improvements on any lot including but not limited to homes, decks, garages, Carports, fences, driveways, and landscaping shall be maintained by the lot owner in a neat, clean and orderly fashion.
- VII. Under no circumstances shall any lot be used for storage of any kind unless it is completely screened from view in an approved enclosure.

Please refer to your copy of the recorded CC&Rs for further details on any architectural question you may have or call the Property Manager's office, (928) 773-0690. The cooperation of every homeowner under these controls will insure a pleasant ownership experience for everyone at Rail Road Springs. The above outlined controls and rules may be altered, deleted or added to by the Architectural Control Committee or the Board of Directors without prior notification to the homeowners.

Mark Caro  
Property Manager  
Rail Road Springs

 Craig W. Russell	<u>6/17/03</u> Date	 Daryle Switek	<u>6/11/03</u> Date
 Robert Russell	<u>6-17-03</u> Date	 Joe Patricca	<u>6/9/03</u> Date
 Mike Davis	<u>6/12/03</u> Date	 Nathan Gaughan	<u>6-13-03</u> Date
 As property manager for Rail Road Springs 66 Homeowners Association	<u>6/6/03</u> Date		

## Exhibit "A"

### Approved Plant Materials List

#### Trees

Quercus gambelii	Gambel Oak
Populus tremuloides	Aspen
Juniperus scopulorum	Rocky Mountain Juniper
Pinus flexilis	Limber Pine
Pinus ponderosa	Ponderosa Pine

#### Shrubs

Ceanothus fendler	Wild Lilac
Sambucus caerulea	Blueberry Elder
Cowania mexicana	Cliffrose
Mahonia repens	Creeping Mahonia
Chamaebatiaria millefolium	Fernbush
Amelanchier acutifolia	Utah Serviceberry
Robinia neomexicana	New Mexico Locust
Ribes inerme	Gooseberry Current
Chrysothamnus nauseosus	Rabbitbrush
Juniperus communis	Common Juniper

#### Grasses

Arizona Fescue  
Junegrass  
Kentucky Bluegrass  
Blue Grama  
Smooth Brome  
Needlegrass

#### Forbes

Wright Locust	Scarlet Bugler
Rocky Mountain Bee Plant	Rocky Mountain Locoweed
Common Yarrow	Toadflax Penstemon
Slimleaf Goosefoot	Hoary Aster
Bracken Fern	Fireweed
Sunflower	Tall Verbena
Common Mullein	Nelson Larkspur
Fendler Globemallow	Hill Lupine
Old Man Whiskers	Palmer Lupine
Golden Pea	Wheeler Thistle
Yellow Cinquefoil	Pinedrops
Paintbrush	
Skyrocket	

Approved Native and Compatible Plants  
(Supplemental Irrigation Recommended)

Trees

Juniperus scopulorum  
Pinus flexilis  
Pinus ponderosa  
Populus tremuloides  
Prunus virginiana  
Quercus gambelii

Rocky Mountain Juniper  
Limber Pine  
Ponderosa Pine  
Aspen  
Chokecherry  
Gambel Oak

Shrubs

Alnus tenuifolia  
Amelanchier acutifolia  
Artemisia tridentata  
Cercocarpus montanus  
Chrysothamnus nauseosus  
Chrysothamnus n. 'Glaucous'  
Cornus stolonifera  
Cornus s. 'Kelsey dwarf'  
Juniperus communis  
Rhus trilobata 'Wasatch'  
Ribes alpina  
Ribes aureum  
Rosa woodsii  
Rubus deliciosus  
Sambucus pubens  
Symphoricarpos oreophilus  
Symphoricarpos albus

Thin Leaf Alder  
Serviceberry  
Western Sage  
Mountain Mahogany  
Golden Rabbitbush  
Blue Rabbitbush  
Red Twig Dogwood  
Kelsey Dwarf  
Common Juniper  
Oakbush Sumac  
Alpine Current  
Golden Current  
Woods Rose  
Thinbleberry  
Native Red Barried Elder  
Mountain Snowberry  
Common Snowberry

Groundcovers and Vines

Cerastium tomentosum  
Mahonia repens  
Euonymus fortunei coloratus

Snow In Summer  
Creeping Mahonia  
Purpleleaf Wintercreeper

In Close Proximity to Residence  
(Supplimental Irrigation Recommended)

Trees

Acer glabrum  
Crataegus crus-galli  
Crataegus phaenopyrum  
Malus bechtel  
Malus radiant  
Pinus aristata  
Pinus cembroides edulis  
Prunus cerasifera 'Thundercloud'  
Prunus virginiana 'Schubert'  
Pyrus calleryana 'Bradford'  
Quercus gambelii

Rocky Mtn. Clump Maple  
Cockspur Hawthorne  
Washington Hawthorne  
Bechtel Crab  
Radiant Crab  
Bristlecone Pine  
Pinyon Pine  
Thundercloud Plum  
Canadian rd Cherry  
Bradford Paer  
Gamble Oak



### Shrubs

Acer ginnala	Amur Maple
Berberis atropurpurea	Redleaf Barberry
Berberis thunbergii	Greenleaf Japanese Barberry
Chamaebatiaria millefolium	Fernbush
Cotoneaster acutifolia	Peking Cotoneaster
Cotoneaster apiculata	Cranberry Cotoneaster
Hibiscus syriacus	Rose of Sharon
Juniperus sabina 'Buffalo'	Buffalo Juniper
Lonicera	Honeysuckle
Potentilla fruticosa	Native Potentilla
Potentilla fruticosa 'Abbotswood'	Abbotswood Potentilla
Potentilla fruticosa 'Gold Drop'	Gold Drop Potentilla
Potentilla fruticosa 'Jackman'	Jackman Potentilla
Prunus cistena	Purple Leaf Plum
Rhus trilobata	Three Leaf Sumac
Rosa foetida bicolor	Austrian Copper Rose
Salix irrorata	Blue Stem Willow
Salix purpurea 'Nana'	Dwarf Artic Willow
Sambucus cerulea	Blue Elderberry
Sambucus pubens	Native Red Berried Elder
Spireae 'Vanhouttei'	Vanhoutte Spirea
Syringa vulgaris	Common Lilac

### Groundcovers and Vines

Cotoneaster horizontalis	Rock Cotoneaster
Cerastium tomentosum	Snow-In-Summer
Clematis ligusticifolia	Virgins Bower
Clematis orientalis	Yellow Clematis
Galium odoratum	Sweet Woodruff
Juniperus horizontalis	Horizontal Juniper
Lonicera japonica 'Halliana'	Hall's Honeysuckle
Parthenocissus quinquefolia	Virginia Creeper
Polygonum aubertii	Silver Lace Vine
Sempervivum tectorum	Hen and Chicks

### Perennials

Aquilegia sp.	Columbine
Dicentra 'Luxuriant'	Bleeding Heart
Gaillardia aristata	Blanket Flower
Gaillardia aristata 'Goblin'	Dwarf Blanket Flower
Geranium sp.	True Geranium
Linum perenne	Perennial Blue Flax
Lupinus sp.	Lupine
Penstemon sp.	Penstemon, Beard Tongue

## Exhibit "B"

### Prohibited Plant Materials List

Elacagnus angustifolia	Russian Olive
Ulmus parcifolia	Chinese Elm
Populus nigra 'Italica'	Lobardy Poplar
Tamarix sp.	Tamarix
Ulmus hollandica	Dutch Elm
All species of palm trees	Palms

DRN 4/11/11