

SUN CITY MESQUITE

DESIGN GUIDELINES

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DESIGN GUIDELINES
SUN CITY MESQUITE
(Amended January 01, 2010)

ARTICLE 1
ARCHITECTURAL REVIEW COMMITTEE

The Declaration of Covenants, Conditions and Restrictions for Sun City Mesquite, as it may be amended from time to time (the "Declaration"), provides for an Architectural Review Committee (the "ARC"). So long as the Declarant owns any property in the Community or any property that may be added to the Community pursuant to the Declaration, the members of the ARC are to be appointed by the Declarant; thereafter, the Board of Directors of the Sun City Mesquite Homeowners' Association will appoint the members of the ARC. The ARC shall review and approve or disapprove, prior to construction or installation, any proposed Improvement, including, without limitation, any landscaping, building, fence, wall or other structure or Improvement of any type. Any additions or changes to existing Improvements or to the exterior of any Dwelling also require the approval of the ARC prior to construction or installation. Additions or changes to the inside of a Dwelling may be made without approval unless such additions or changes are Visible From Neighboring Property.

The ARC has established architectural rules and guidelines (these "Design Guidelines") for certain Improvements, additions and changes so that all Improvements within the Community may exist in harmony to surrounding structures and topography and reasonable water conservation principles can be observed. Unless specifically excluded from the requirement to obtain the approval of the ARC, any provision in the Declaration or in these Design Guidelines that sets forth a permitted use shall be deemed to permit such use only after approved by the ARC. Capitalized words in this document not otherwise defined herein shall have the same meaning as described in Article 1 of the Declaration.

ARTICLE 2
SUBMITTAL PROCESS; GENERAL REQUIREMENTS

2.1 Required Materials. The owner of a Unit (an “Owner”) shall submit a Request for Architectural Approval in the form attached hereto, along with any additional information required by this **Section 2.1**, and receive written approval therefore prior to construction or installation of any Improvement that requires the approval of the ARC:

2.1.1 Owner information as follows:

- (i) Owner’s name, address, telephone number and e-mail address;
- (ii) Description of Dwelling (model name or description including number of bedrooms and square feet);
- (iii) Statement as to whether the Unit abuts a Common Element or the Golf Course;
- (iv) Identifying Number of Unit (lot number and subdivision); and
- (v) Time frame for beginning and completion of the work to construct or install the Improvement.

2.1.2 Nature of request, for example:

- (i) Addition to an existing Dwelling;
- (ii) Landscape plans, including any excavation or grading work;
- (iii) Concrete work;
- (iv) Walls, fences or gates;
- (v) Patio cover or patio screening;
- (vi) Pool and/or spa;
- (vii) Antenna and/or exterior satellite receiver requiring approval pursuant to these Design Guidelines;
- (viii) Other addition, alteration, repair, change or other work that is not prohibited by the Governing Documents.

2.1.3 One copies of the plans and specifications for the proposed work, including, if applicable:

- (i) **Site plan** (a minimum of 11” X 17” in size) showing the size of the Unit and the finished floor elevation of the Dwelling. The site plan shall include, as applicable, any proposed driveway widths,

dimensions for proposed paving, parking, concrete curbs, planters, sidewalks, location of trash enclosures, lighting (size and type) etc. and include the square footage of any additional concrete. The site plan must also show the grading and drainage of the Unit.

- (ii) **Floor plans** as necessary to show the Improvement requested and its relation to the existing structure, if applicable, indicating dimensions and type of exterior materials.
- (iii) **Exterior elevations** as necessary to show the Improvement requested and its relation to the existing structure, if applicable, indicating type of materials and color of exterior surfaces.
- (iv) **Roof plan** as necessary to show the Improvement requested and its relation to the existing structure, if applicable, indicating type and color of materials.
- (v) **Building section** as necessary to show the Improvement requested and its relation to the existing structure, if applicable.
- (vi) **Landscaping plan** showing location, size and type of trees, shrubs and groundcover, protection of existing vegetation, use of approved plants and other landscaping details, including irrigation facilities.
- (vii) **Wall and fencing plans**, which must include plans and elevations of walls showing heights to lowest grade, locations of retaining walls and the grade height between the Owner's Unit and all adjacent Units. Wall and fence designs must comply with all requirements of these Design Guidelines (see **Section 4.5**).
- (viii) **Plot Plan**, 8 ½ x 11 City approved, provided by Declarant at closing.

2.1.4 Additional information may be requested by the ARC, and until all requested information has been submitted, a request for review is considered incomplete and not approved. **Each Owner should review Article 4 of the Declaration prior to submitting a request to the ARC. Article 4 sets forth the general architectural control restrictions and other use restrictions affecting the Units.**

2.2 Review Fees. The Association will charge a one-time review fee in the amount of \$100.00 to the first purchaser of a Unit, which will be collected and paid to the Association at the close of escrow for the Unit. The review fee will cover all applications for ARC review and consideration during the purchaser's ownership of the Unit and each subsequent Owner's ownership of the Unit. Notwithstanding the foregoing, if the ARC deems it necessary to have plans and specifications for major improvements reviewed by professional consultants (including, but not limited to, architects and engineers), the ARC may require a Unit Owner to pay an additional review fee to reimburse the Association for the cost of hiring such consultants.

2.3 Process. Owners may not rely on verbal approvals or indications from any person that Improvements will be approved by the ARC. The ARC will, in most cases, either approve or disapprove in writing each request within 15 days after receipt of the request. However, if no notice is sent by the ARC within 30 days, then the proposed Improvement is deemed disapproved. If a request is denied within such 30 day period, then written denial shall be forwarded to the Owner stating the reason for denial. If the ARC requests additional information, then the 30 day period will not commence until all required information has been submitted. It is an Owner's responsibility to make sure that a request and all additional information required by the ARC is received by the ARC.

2.4 Time to Complete. Pursuant to Subsection 4.1.7 of the Declaration, the ARC may impose a schedule for the completion of construction of the proposed Improvement and for other matters as set forth therein. If the approval of a proposed Improvement received from the ARC contains a time schedule for any matter set forth in Subsection 4.1.7 of the Declaration, the Owner will be required to agree in writing to adhere to such time schedule prior to commencing construction. The ARC may impose a construction penalty against the Owner in accordance with Subsection 4.1.7 of the Declaration if the Owner fails to comply with any time schedule imposed by the ARC.

2.5 Compliance with Requirements of Governmental Authorities. The ARC approvals required pursuant to the Declaration and these Design Guidelines shall be in addition to, and not in lieu of, any approvals or permits that may be required under any federal, state or local law, statute, ordinance, rule or regulation, including, without limitation, all requirements of the City and Clark County. An approval by the ARC shall not be construed in any way to be an approval by any applicable federal, state or local governmental authority. To the extent that any governmental standard is less restrictive than the Declaration or these Design Guidelines, the Declaration and Design Guidelines shall prevail.

2.6 Warranty Disclaimer. Owners are advised that the construction of or modifications to certain Improvements may void all or a portion of the warranty given to Owners by Declarant or Declarant's subcontractors upon acquiring a Unit. Prior to commencing construction or modifying an Improvement, an Owner should investigate any effect such construction or modification will have on the warranty. The ARC will not be responsible for any warranty that is deemed void as a result of the ARC approving any such construction or modification.

2.7 Responsibility for Compliance. Owners are responsible for ensuring compliance with all provisions of the Declaration and these Design Guidelines whether an Improvement is installed by an Owner or a contractor employed by the Owner.

2.8 Review Criteria; Variances. The Design Guidelines are intended to provide a framework for Improvements but they are not all-inclusive. In its review process, the ARC may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other things. ARC decisions may be based on purely aesthetic considerations. However, the ARC shall not grant approval for proposed construction that is inconsistent with the Design Guidelines unless a variance is granted.

The ARC may grant variances when circumstances such as, without limitation, topography, natural obstructions, hardship or environmental considerations require; however, the granting of a variance does not obligate the ARC to grant subsequent variances in identical or similar cases. The ARC may grant a variance so long as the variance does not result in a material violation of the Declaration and is compatible with existing and anticipated uses of the adjoining properties. No variance shall be effective unless in writing and signed by a majority of the committee members.

2.9 Time for Performance. Dates for the performance of any obligation hereunder shall be based on calendar days. If the last day of any time period provided for herein or in any condition or stipulation issued by the ARC falls on a Saturday, Sunday or federal or state legal holiday, then the date for performance will expire on the first day thereafter that is not a Saturday, Sunday or federal or state legal holiday. Any performance provided for herein shall be timely made and completed if made and completed no later than 5:00 p.m. (Nevada time) on the day for performance.

ARTICLE 3 GENERAL IMPROVEMENTS AND ALTERATIONS

3.1 Additions and Alterations. Architectural design and materials used in exterior additions and alterations shall be the same as the original Dwelling. The roofline of any addition or alteration shall not exceed (i) the height of the original roof line of the Dwelling, or (ii) 22 feet, both measured at the ridgeline of the roof, whichever is less. No addition shall be built outside of the original setback requirements originally established by Declarant even though the requirements of any local governmental authority may be less restrictive, except as provided in Section 3.20.

3.1.1 Casitas. Casitas (detached only) will be allowed on lots with square footage in excess of 10,000 square feet and subject to the Architectural Review Committee's review of the placement of the Casita on the lot. Casitas must match the design elements of the developer's and cannot exceed the footprint of Casitas built by the developer. Rear yard setback from property line shall be a minimum of 10' or in the case of an open or golf course lot then minimum setback shall be 15'. Front yard setback shall be a minimum of 16' from back of curb. Side yard setback shall be a minimum of 5' from property line.

3.2 Arbors. Arbors may be placed above gates up to a height of 8 feet. Arbors may be free standing in the rear yard up to a maximum height of 10 feet. On Units abutting the Golf Course or a Common Element, no arbors may be placed within the rear yard setback area. Arbors are not permitted in front yards.

3.3 Awnings. Awnings must be stationary or of fold-down design having a metal frame and must be made of durable fabric that is adequately secured on three sides. The color of the awning must be compatible with the color of the Dwelling. Samples of material and color are required to be submitted to the ARC for consideration.

3.4 Bay Window and Fireplaces. Except as originally installed by Declarant, bay windows and fireplaces shall not be permitted to extend into the side yard setbacks.

3.5 Concrete.

3.5.1 Color Coating. Decorative concrete overlays, including “spray deck,” on concrete driveways and front walkways are allowed. Colors must be standard and samples must be submitted to the ARC with the request for approval.

3.5.2 Front Yard Installations. Any concrete installation for the front yard, other than that originally installed by Declarant (excluding concrete patios behind courtyards and stairs leading to the front sidewalk or curb) shall be limited to an additional 150 square feet. Driveway additions shall not be greater than a maximum of 2 feet on either (or both) side(s) of the driveway.

3.5.3 Rear Yard Installations. Except for patios and sidewalks originally installed by Declarant, rear yard concrete installation, including additional patio and slab installations, shall not exceed 8% of the surface area of the rear yard or 500 square feet, whichever is more (excluding 1 sidewalk no wider than 40 inches located along and at least 1 foot from the side property line between the front and rear yards, and excluding a deck no more than 36 inches wide surrounding a pool).

3.6 Fireplaces and Barbecues. Proposals for the installation of permanent outdoor fireplaces, barbecues and fire pits must include materials, colors and the location and distance from neighboring Units. The style, color and materials of the proposed Improvement should complement the style, color and materials of the Dwelling. Outdoor fireplaces are permitted to a maximum height of 10 feet in the rear yard. If the Unit abuts the Golf Course or a Common Element, the fireplace must be located at least 10 feet from the property line abutting the Golf Course or Common Element. Outdoor fireplaces are not permitted in front yards. Each Owner is responsible for assuring that the operation of the facility is in compliance with all applicable ordinances and laws.

3.7 Flagpoles. One freestanding flagpole may be allowed on a Unit and must be used to display the American flag and not be used solely as an antenna. The height of the flagpole may not exceed 16 feet. The flag may be no larger than 4 vertical feet by 6 horizontal feet. A flagpole may be used only for display of the United States flag. The flagpole must be set back at least 16 feet from the curb if installed in the front yard and at least 10 feet from the rear property line. The flagpole must be set back at least 5 feet from the side yard property lines abutting another Unit and at least 14 feet from the curb on a corner Unit.

3.8 Gardens. The ARC will consider a small garden of up to 100 square feet in the rear yard. No planting may exceed 3 feet above the finished grade of the Unit if located within 10 feet of a boundary line between the Unit and the Golf Course or a Common Element. Gardens must be maintained at all times in accordance with the Maintenance Standard. During the non-growing season, the garden shall be maintained in a weed-free condition and void of any debris.

3.9 Gazebos. See **Section 3.23**, Ramadas and Gazebos.

3.10 Golf Ball Protection Devices. Owners of Units abutting the Golf Course may erect suitable screening to protect themselves and their property from errant golf balls, provided that such screening devices include a vertical element, are physically attached to the existing home and are approved by the ARC prior to installation. Approved screen materials may include, by way of example and not limitation, clear Lexan, Alumawood simulated aluminum wood screening, plant material, approved fabric panels or other designs approved by the ARC. Any such screen materials shall be at all times kept in good condition and repair and properly painted and otherwise finished. A protective screening device may not be installed closer than 10 feet from the rear property line unless such screening device consists of plant materials.

3.11 Greenhouse Windows. Greenhouse windows or similar structures shall not project beyond the eave of the structure. The width of a glass panel may not exceed 10 feet.

3.12 Hardscape Installations. Hardscape installations other than concrete, such as flagstone and pavers, will be reviewed by the ARC in relation to other hard-surface coverages on the remainder of the Unit. Generally the ARC will limit hard-surface coverage to 8% of the Unit surface area, but depending on the density of plant materials, method of installation of the hard-surface materials (i.e., loose laid, mud set) and size or shape of the Unit, the ARC may grant exceptions to that requirement.

3.13 Holiday Decorations. Holiday decorations will not require approval if installed no earlier than 30 days before a holiday and removed no later than 30 days after a holiday. Any variation from these time periods will require approval of the ARC. The ARC reserves the right to request reasonable modifications to holiday decorations if deemed appropriate. The gated entrances will not be opened to the public for viewing of holiday decorations.

3.14 Landscape Accessory Features.

3.14.1 Except as provided in **Subsection 3.14.3**, ARC approval is not required for the installation of landscape accessory features; however, the ARC reserves the right to require removal of any landscape accessory feature determined by the ARC in its reasonable discretion to be inconsistent with the overall architectural theme of the Community. These determinations may be based on quantity, color, materials, location, size, height, style and other subjective factors. The ARC encourages Owners to inquire as to whether a landscape accessory feature will be acceptable to the ARC prior to purchasing and installing the Improvement. All landscape accessory features are subject to the following restrictions:

(i) Front yard accessory features shall not exceed 30 inches above the original finished grade of the Unit and shall be set back a minimum of 10 feet from the back of the curb.

(ii) Side yard and rear yard accessory features shall not exceed 5 feet above the original finished grade of the Unit.

3.14.2 Landscape accessory features are not permitted within 3 feet of any Unit boundary unless screened by a solid wall at least 5 feet in height. Water features will not be permitted within 5 feet of any Unit boundary or on rear patios. Walkways may be installed in side yards not to exceed 40 inches in width and must be one foot off the foundations.

3.14.3 Water features proposed to be installed in front yard courtyards require approval by the ARC prior to installation and will be considered on a case-by-case basis. Rear water features may not exceed 18 inches in depth.

3.15 Lattices. Lattice screening may be installed no higher than 5 feet and must be a minimum of 5 feet from the property line if free-standing in the rear yard. The lattice may extend to the roof line of the Dwelling if installed against the Dwelling or the end of a patio. Lattice structures must be constructed with wrought iron, Alumawood or similar metal materials. Wood lattice structures will not be permitted. Under no circumstances shall more than 10 linear feet of lattice be installed on any Unit.

3.16 Lighting. No outside light, other than indirect lighting and decorative fixtures mounted on the Dwelling by Declarant, shall be placed, allowed or maintained on any Unit without the prior written consent of the ARC. Cut sheets specifying color and style must be included in the request.

3.16.1 Security lighting on a Unit that is attached to the exterior of a Dwelling or other structure and is intended to operate after 10:00 p.m. shall be limited to lighting that is triggered by motion on the Unit (but not by motion on neighboring Units or property) and reasonably illuminates the area of the Unit immediately surrounding the Dwelling. Such lighting shall not be directed at any neighboring properties and shall be mounted no higher than 10 feet above ground. The motion detector shall be programmed to shut off the light(s) no longer than 5 minutes after motion is detected and the light has been illuminated.

3.16.2 Lighting mounted on the Dwelling shall be in decorative fixtures that diffuse light and shall not contain colored bulbs or bulbs with wattage greater than 60 watts.

3.16.3 Exterior ground-mounted lights (i.e., 12 inches in total height or less) used for driveways, walkways or landscaping shall be low voltage and indirect. Exterior ground-mounted lights shall have a decorative metal housing and shall not have colored bulbs nor bulbs greater than 10 watts. The ARC will consider some up lighting for key trees and plants only. Lighting sources should not be visible and should be aimed away from roads, sidewalks and other Dwellings. Minimal lighting within yards is recommended by the ARC.

3.16.4 Low-pressure sodium bulbs and neon lighting are prohibited.

3.17 Mechanical Equipment Installed on the Ground Owners shall screen all ground-mounted mechanical equipment originally provided with the Unit from street view. All mechanical equipment installed on the ground by an Owner shall be screened so as not to be Visible From Neighboring Property. Equipment including, but not limited to, solar equipment, pool, spa, fountain and/or waterfall equipment/pumps and generators shall be screened by a structure at least as high as the equipment to be screened. Screening structures shall be of a material and color compatible with the design of the Dwelling and approved by the ARC.

3.18 Mechanical Equipment Installed on the Roof. Except for solar heating equipment, any mechanical equipment installed on the roof must be installed so as not to be Visible From Neighboring Property. To the extent permitted by Nevada law, the ARC may prohibit roof-mounted solar heating equipment if a suitable alternative location on the Unit

exists. Solar roof panels will be considered for approval if made to look like an integrated part of the roof design and mounted directly to the roof plane. Solar roof panels installed by Owners or their contractors likely will void the roof warranty.

3.19 Paint. No approval shall be required to repaint the exterior of a structure in accordance with previously approved plans or in accordance with the original color scheme for the Dwelling. Any other repainting requires approval by the ARC. Base and trim colors used in repainting shall be from the color palette and scheme used by Declarant at the time of Declarant's initial construction of the Community. Paint shall be of the same type (flat, enamel, semi-gloss) as originally applied. Side and rear wrought iron perimeter fencing shall be painted to match the walls installed by Declarant. Decorative wrought iron should be painted to match the color scheme of the Dwelling and must be maintained in accordance with good maintenance practices to avoid the appearance of rust.

3.20 Patio Covers.

3.20.1 Solid-type patio covers attached to a Dwelling should match the materials and colors of the Dwelling. The posts used to support the patio cover roof must be covered with stucco of the same texture and color as the Dwelling. The roof of the patio cover shall be concrete or clay tile, of the same color, design and texture of the Dwelling and have a slope similar to the existing roof or a flat roof with a parapet wall. Alumawood may also be used for patio covers.

3.20.2 Patio covers must be installed a minimum of 5 feet from the side property line. On Units where the rear yard abuts the Golf Course or a Common Element, a patio cover must be installed at least 10 feet from the rear property line, including extensions. Notwithstanding the foregoing, no patio cover may extend more than 16 feet from the rear of any Dwelling.

3.20.3 Vertical privacy screening must be at least 10 feet from the rear property line of all Units. In areas past the side of the Dwelling, only partial vertical screening will be allowed. Aluminum verticals may be installed no closer than 18 inches to the roof of the patio and no closer than 12 inches to the ground or patio floor. Patio covers that do not extend past the side of the house may have vertical screening from ground or patio floor to the roof of the patio cover.

3.20.4 Patio covers are permitted on the front courtyard of the dwelling on the Iris model only

3.21 Prohibited Improvements. In addition to the Improvements that are prohibited in Article 4 of the Declaration, the following also will not be considered by the ARC:

- (i) Detached garages;
- (ii) Tents (except temporary tents for special events that may be approved by the Board or the ARC);
- (iii) Compost piles or containers;

- (iv) Decks or balconies;
- (v) Dog runs or animal pens;
- (vi) Basketball goals; and
- (vii) Decorative roof-mounted appliances such as weather vanes.

3.22 Rain Gutters and Downspouts. Rain gutters and downspouts must be painted to match the color of the Dwelling or trim adjacent to where the installation occurs. The termination point of the downspout may not extend more than 8 inches into the yard. A splash block must be provided at the downspout and the adjacent ground must have a minimum slope of 3% away from the Dwelling.

3.23 Ramadas and Gazebos. Ramadas or gazebos on Units of less than 8,000 square feet are prohibited. Ramadas or gazebos on Units greater than 8,000 square feet will be considered by the ARC subject to a maximum height of 13 feet from finish grade, compliance with rear setback requirements and architectural compatibility with adjacent structures. No redwood structures will be permitted. Applications for ramadas and gazebos must be accompanied by signed statements from the Owners of all neighboring Units approving the proposed structure.

3.24 Roof Material. Repair or replacement of roof materials shall be the same materials and color as originally installed by Declarant.

3.25 Security/Screen Doors. A security screen door may be added to the front and/or back of a Dwelling if it is mounted over the existing door jams. A color the same as the base color of the Dwelling, the color of the existing door, white or beige are acceptable colors. Decorative security door designs are subject to ARC review and approval on a case-by-case basis.

3.26 Signage. Pursuant to Section 4.17 of the Declaration, “For Sale,” “For Rent,” “For Lease” and “Open House” signs are prohibited at this time. Unless approval is specifically required in this Section, the following signs do not require submittal to and approval from the ARC so long as they are in compliance with the guidelines set forth in this Section.

3.26.1 Security Signs. Signs that indicate a Dwelling is protected by a security system are permitted. Such signs shall be located no further than 4 feet from the face of the Dwelling. One sign per Unit may be used, which shall be single sided and a maximum of 150 square inches. The overall height of the sign from finished grade may not exceed 30 inches. Signs provided by a security company as part of the overall security system shall be used without alteration by the Owner. Decals of a size not to exceed 36 square inches may be displayed in windows.

3.26.2 Neighborhood Watch and “No Soliciting” Signs. Neighborhood watch sign decals that do not exceed 36 square inches may be displayed in windows. “No soliciting” signs may be displayed at entrances to Dwellings, but only standardized signs approved by the

ARC or available for purchase from the Association (or an exact copy in message content, size, materials and color) shall be posted.

3.26.3 “No Trespassing” Signs. Only 1 “No Trespassing” sign may be posted at the rear of a Unit that borders the Golf Course but shall not be placed on the Golf Course property. Only standardized signs approved by the ARC will be permitted. “No Trespassing” signs are prohibited elsewhere on the Unit. Signs shall be mounted only on metal posts or attached to existing walls/fencing at a height not to exceed 30 inches above the finished grade. Posts shall be made of anodized or brushed aluminum, fiberglass or painted steel that will not rust.

3.26.4 Campaign or Proclamation Signs-Local, State and Federal Elections. Signs may be placed on a Unit, which may be double-sided, but the sign shall be limited to a maximum of 3 square feet. The overall height from finished grade may not exceed 4 feet. Signs shall not be placed sooner than 30 days prior to the election and must be removed within 3 working days after the election.

3.26.5 “Beware of Dog” Signs. Dog warning signs shall be permitted on the fence enclosing the rear yard, facing the street or on a courtyard gate. The signs must be a standard finished metal not to exceed 168 square inches in size.

3.27 Solar Screens, Skylights and Solar Tubes. Tan, sand, beige, platinum, gray and brown solar screens will be considered by the ARC. Solar tubes and skylights that are installed on the rear side of the Dwelling and totally screened from street view are preferred. Any skylights or solar tubes installed by Owners or their contractors will likely void the roof warranty.

3.28 Sports Equipment. All sports equipment, including bicycles, skateboards, scooters, hockey nets, soccer goals, bats, balls, remote control cars and similar equipment shall be stored so as not to be Visible From Neighboring Property when not being used.

3.29 Stairs for Access to Tiered Landscape Areas. Planting areas created by several levels of retaining walls may be accessed by stairs with wrought iron banisters. Footings, step height, stair riser width/length, fastening, anchorage of hand rails or banisters shall conform to the Uniform Building Code or as otherwise required by the applicable governmental authority issuing building permits within the Community. The construction of stairs shall not be permitted to affect the integrity of the retaining wall or wall footings. The stairs shall be used solely for access to planting areas and shall not be used to change the original intent of the landscaped area (i.e., for use as a patio or seating area).

3.30 Stone Veneer. Cultured stone veneer or flagstone may be used on the front elevation of a Dwelling. Cultured stone may cover up to a maximum of 35% of the surface of the front elevation of the Dwelling (which calculation may include windows and doors). The quality of any stone veneer must be equal to or better than that used by Declarant for Dwellings within the Community. Colors must be compatible with existing color schemes in the Community and samples must be submitted to the ARC with the application for approval.

3.31 Swimming Pools, Spas, Jacuzzis. Special restrictions governing swimming pools are set forth in Section 4.25 of the Declaration. Above-ground swimming pools will not be considered. Spas may be in-ground, semi-in-ground or above-ground but not exceed 36 inches in height within 10 feet of a Golf Course boundary line or Common Element boundary line. Pools must be constructed at least 5 feet from all other property lines and a one-to-one pool depth ratio from the house or any footings must be maintained. Special rules apply to pump and heating equipment in **Section 3.17** of these Design Guidelines. Any walls or fences removed during construction of a pool, spa or other Improvement shall be fences situated on the Owner's Unit; removal of fences abutting the Golf Course or a Common Element shall not be allowed. Any fence removed shall be replaced in its original state immediately after construction is complete, including paint (and stucco, if applicable). Owners also should be aware of the restrictions set forth in Section 4.22 of the Declaration with respect to maintaining approved drainage for the Unit.

ARTICLE 4 LANDSCAPING, WALLS, FENCES, GATES

4.1 Initial Landscaping. Pursuant to Section 5.7 of the Declaration, unless previously installed by Declarant or a Builder, the front, side and back yards of any and all Units must be adequately landscaped no later than 90 days following the date on which the Unit is first conveyed to an Owner. This means that an Owner of a new Dwelling must be ready to submit a landscaping request for ARC approval prior to or immediately after closing to be able to obtain an approval and install the landscaping within the required time period. All requests from Owners installing landscaping by themselves or by contractors employed by Owners should conform to the general guidelines set forth in this Article 4, and all such landscaping must have the prior written approval of the ARC before installation:

4.2 Plant Material Specifications.

4.2.1 Recommended and Prohibited Plants. Careful consideration should be given to creating a landscape design that uses indigenous materials and is sensitive to the water conservation efforts used in the desert southwest. Owners should use native or compatible drought-tolerant species for most yard landscaping. The ARC will approve small amounts of high-water consuming plants when confined to small areas and rear yards. A list of recommended plants is attached hereto as **Exhibit A**. The following plants will not be approved by the ARC:

- (i) Mulberry species;
- (ii) Cottonwood;
- (iii) Oleander, except for petite or dwarf; and
- (iv) All olive plants that are fruit bearing.
- (v) Mexican fan palms trees in front and side yards.

4.2.2 Artificial Plants. No artificial plants that are Visible From Neighboring Property will be permitted on any Unit.

4.2.3 Artificial Turf. Artificial turf areas shall be no more than 1,000 square feet or 50% of the total square footage of the applicable yard area (front or rear), whichever is less. The square footage of a yard is based upon side yard to side yard, and from the back or front of the house to the rear or front property line, as applicable. Literature indicating the specifications and samples from the artificial turf manufacturer shall be required to be submitted with the architectural request form. Putting greens are allowed only in rear yards.

4.2.4 Trees and Shrubs. The following are the minimum quantities and sizes for plant materials to be installed in the front, side and rear yards:

(i) **Front Yard:** At least one 24 inch box tree with a minimum height of 6 feet and a minimum caliper of 1.25 inches measured 12 inches from the ground; and at least eight 5 gallon shrubs and five 1 gallon shrubs.

(ii) **Side and Rear Yards:** A minimum of one 24 inch box tree with a minimum height of 6 feet and a minimum caliper of 1.25 inches measured 12 inches from the ground and one 5 gallon shrub per 500 square feet, or any fraction thereof, of overall Unit area. (For example, if the area of the side and rear yard of a Unit totals 5,000 square feet, a minimum of 1 tree and 10 shrubs must be installed within the side and rear yards.)

(iii) **Screening Plants.** One 15 gallon plant must be installed within 5 feet in front of the air conditioning unit but no closer than 2 feet (unless the air conditioning unit is screened by a wall). This screening plant may be counted toward the total plants to be planted in the side and rear yards.

Trees that are planted pursuant to the requirements of this Section, other than the 24 inch box trees, shall be at least a 15 gallon container size. Except for the 1 gallon shrubs permitted in the front yard, all other shrubs must be at least a 5 gallon size. Trees and other plants installed behind a courtyard wall shall not be included in the minimum plant requirement for the front yard.

4.2.5 Ground Cover. The ground surface of all yards shall be covered with inert or living materials or any combination of both. Inert materials, impervious to water degradation, include decomposed granite, native river-run rock and other similar materials that do not decompose when exposed to water (no less than 3/8 inch) and are compatible, at the sole discretion of the ARC, with the natural environment for the Community. Topsoil is not considered “inert material” for groundcover purposes. Artificially colored rock, sand stone, red lava and the excessive use of concrete at front and street side yards all are prohibited. White, black, green and other natural colors of rock may be used as accent colors if approved by the ARC for the proposed areas. If turf is used as ground cover, the turf must be of a variety other than Bermuda grass. Sod shall be no more than 1,000 square feet or 50% of the rear yard, whichever is less. Wood chips and bark may not be used as ground cover; provided, that wood chips may be used as a mulch for ground cover within the immediate area of a shrub or tree. Grass and sod shall be held a minimum of 5 feet away from retaining walls, screen walls, fences

and building structures so that water infiltration is minimized. Any shrub or ground cover planted within 5 feet of retaining walls, screen walls, fences, building structures and along the top of a slope greater or equal to 3H:1V shall be drought tolerant and irrigated with a drip system. Termites and other insects are attracted to moisture. Excessive watering and landscaping around the foundation of the Dwelling may void the warranty on the Dwelling and also may void any termite treatment warranty. Planter areas shall only be irrigated with a drip system. No spray or bubbler systems shall be allowed for planter or ground cover areas. Imported ground cover rock material should be tested to ensure that it does not contain high sulfates or any other reactive properties that might cause corrosive damage to concrete walkways, foundations, block walls and similar structures.

4.2.6 Areas Between Walls and Sidewalks. Owners shall landscape and maintain the area between walls installed by Declarant and sidewalks.

4.3 Mounding. Mounds created as part of the landscape shall be formed of top soil and fully covered with inert or living materials. The height shall not exceed 2 feet 6 inches at the highest point as measured from the finished grade of the Unit and shall not alter the established drainage of the Unit.

4.4 Ground Plane Covers. The use of solid plastic sheeting or polyethylene over ground plane areas is prohibited. The ARC will consider landscaping fabric such as A.B.S. or nylon A.B.S. composite type to allow the free flow of water, air and gasses to and from the soil.

4.5 Walls and Fences.

4.5.1 Alterations. No alterations (structural or otherwise), changes, attachments or additions shall be allowed to walls or view fences constructed by the Declarant on any Unit; provided, however, that open, decorative wrought iron fencing may be installed on top of retaining walls separating the side or rear yards of Units with the prior written approval of the ARC and so long as the fence is constructed in substantial conformance to the specifications set forth on **Exhibit B** attached hereto.

4.5.2 New Construction. The ARC will consider fences on or along Unit boundary lines if the proposed fence complies with the following requirements and is in substantial conformance to the specifications set forth on **Exhibit C** attached hereto:

- (i) **Location.** View fences will be allowed in the side yard within 10 feet of the front face of the Dwelling. Except as constructed by Declarant, no view fence shall be constructed upon the property line without obtaining approval from the Owner(s) of the Unit(s) sharing the common property line. If such approval is not obtained, the view fence (including footings) may be constructed inside the property line. Each application for a view fence constructed on or along a common property line must be accompanied by either the Joint Application for Fence or the Application for Fence-Single Owner, as applicable, attached to the

Request for Architectural Approval. View fences on corner Units must not encroach within sight visibility easements.

(ii) Height. The height of view fences will be considered by the ARC depending upon the location of the view fence in relation to surrounding structures, topography and finish grade elevation, but generally view fences shall be 5 feet in height. View fences between Units or between Units and Common Elements shall be measured from the finished grade level of the Unit or Common Element having the lowest elevation.

(iii) Materials.

(a) View fences shall be decorative wrought iron with the same design and painted the same color as all other decorative wrought iron fences constructed in the Community by Declarant, provided that unique design elements may be considered by the ARC on a case-by-case basis.

(b)

Perforated metal screening may be attached to the entire height and length of a view fence for the purpose of privacy so long as the fence is constructed in substantial conformance to the specifications set forth. Solid metal screening and any non-metal screening (e.g. plastic, wood, fabric, etc) are prohibited. Screening may be applied only to the inside of fences and gates.

(c) Retaining walls are required to have damp-proof backing on the fill side and weep holes, above finish grade, to allow water flow to remain constant. Section 5.6 of the Declaration also sets forth certain requirements for maintaining retaining walls.

(d) Wood, vinyl and chain-link fencing materials are prohibited.

(iv) Front Courtyard Walls. The ARC will consider walls that do not exceed 36 inches in height with 40 inch pilasters and 48 inch gate and posts. Any courtyard wall must be set back a minimum of 16 feet from the front property line. Courtyard walls shall be masonry with a stucco finish painted to match the color of the Dwelling and may include a wrought iron gate painted a color that is complementary to the color scheme of the Community. View fencing in the front yard of the Unit shall be allowed only in the entryway area and cannot extend further than the front and side

edges of the Dwelling, including the garage. A courtyard view fence shall not exceed 36 inches in height.

- (v) **Side Yard and Rear Yard Courtyard Walls.** Side yard and rear yard courtyard walls shall not exceed 36 inches in height except gates and gate posts that may be 48 inches in height. Rear yard courtyard walls shall be set back a minimum of 10 feet from the side yard and rear yard property lines.

4.5.3 Attachments to View Fences. Under no circumstances shall anything be attached to a view fence that would limit or restrict views other than specifically allowed within these Design Guidelines.

4.5.4 Drainage. Owners are advised to read and understand Section 4.22 of the Declaration with respect to not altering the drainage of a Unit by the construction of any Improvement, including walls and fences.

4.6 Gates. Except as set forth in **Subsection 4.5.2(iv)**, all gates shall be constructed of decorative wrought iron painted the same color as all other decorative wrought iron fences constructed in the Community by Declarant. A gate shall be substantially the same height as the adjoining fence.

4.7 Maintenance of Landscaping.

4.7.1 Owners Responsibilities. Each Owner should become familiar with Section 5.2 and 5.3 of the Declaration. It is each Owner's responsibility to maintain his/her Unit in a neat and attractive manner 365 days a year. Seasonal Owners and Residents must contract for and make sure that maintenance is being performed during absences from the Community.

4.7.2 Remedies. Failure to maintain an Owner's Unit may result in the Association taking any action available to it under the Declaration or under applicable law, including without limitation, the right to perform the maintenance at the cost of the Owner, and the right of the Association to levy fines as provided for in Article 9 of the Association Rules.

ARTICLE 5 ANTENNAS/SATELLITE DISHES

5.1 Communication Services. If an Owner desires to install an antenna for the purpose of receiving television or other communications services, the rules in this Article 5 apply.

5.2 Approved Devices. An antenna one meter or less in diameter or diagonal measurement that is designed to receive signals from direct broadcast satellites (DBS) or designed to receive video programming services from multi-channel multi-point distribution (wireless cable) providers (MMDS) or an antenna that is designed to receive television broadcast signals (TVBS) may be placed, installed, or kept on a Unit without the approval of the ARC if the antenna complies with the following restrictions:

5.2.1 The antenna must be placed on the Unit in such a manner as to not be Visible From Neighboring Property unless it is impossible to do so without impairing the user's ability to receive signals from a provider of DBS, MMDS or TVBS.

5.2.2 If the antenna cannot be placed on the Unit in such a manner as to not be Visible From Neighboring Property without impairing the user's ability to receive signals from a provider of DBS, MMDS or TVBS, then the antenna must be screened by landscaping or by some other means so that it is not Visible From Neighboring Property, unless such screening would impair the user's ability to receive signals from a provider of DBS, MMDS or TVBS, in which event the antenna must be screened by landscaping or by some other means to reduce to the greatest extent possible its Visibility From Neighboring Property without impairing the user's ability to receive signals from a provider of DBS, MMDS or TVBS.

5.2.3 If the antenna is mounted on a Dwelling or other structure and is Visible From Neighboring Property, the antenna must be painted a color that will blend into the background against which the antenna is mounted, unless the painting of the antenna would impair the user's ability to receive signals from a provider of DBS, MMDS or TVBS.

5.2.4 An antenna that is one meter or less in diameter or diagonal measurement and is designed to receive video program services from MMDS or an antenna designed to receive TVBS may be mounted on a mast which does not exceed 12 feet in height above the roof line. However, the mast shall be no higher than the height necessary to establish line of sight contact with the transmitter. If the mast or antenna is Visible From Neighboring Property, the mast or antenna must be painted a color that will blend into the background against which the antenna is mounted, so long as the painting of the antenna does not impair the user's ability to receive signals from the MMDS or TVBS provider.

5.3 **Impairment of Ability to Receive Signals.** A restriction contained in this Section shall be deemed to impair the user's ability to receive signals from a provider of DBS, MMDS or TVBS if compliance with the restriction would unreasonably delay or prevent installation, maintenance or use of the antenna, unreasonably increase the cost of installation, maintenance or use of the antenna or preclude reception of an acceptable quality signal.

5.4 **Restricted Devices.** No antenna which exceeds one meter in diameter or diagonal measurement and no mast which exceeds 12 feet in height above the roof line may be placed, installed, constructed or kept on any Unit without the prior written approval of the ARC. Antennas used for amateur ("ham") radio, CB radio, FM or AM radio service, satellite radio or used as part of a hub to relay signals among antennas are not permitted.

ARTICLE 6 CONSTRUCTION GUIDELINES

6.1 **Inspections.** If requested by the ARC, the Owner shall schedule and coordinate a review of all construction and/or installation activities with the ARC to verify compliance with the approved plans and specifications. Owner's contractor may represent the Owner at the review. The ARC also may perform additional periodic inspections to ensure that work is being performed in conformance with approved plans and the Governing Documents. All inspections

are observations only and will not relieve the obligation to obtain inspection approvals from any applicable governmental authority. If any Unit on which construction or installation of an Improvement is being performed is not in compliance with the approved plans and specifications, these Design Guidelines or any other Governing Document, the Owner thereof will be issued a notice of violation and a list of items needed to remedy the violation(s). The ARC may require that construction or work on the Unit halt until all such violations have been corrected to the satisfaction of the ARC.

6.2 Construction Damages. Any damage to vegetation, Improvements to Common Elements, streets, curbs, gutters, sidewalks or other Units caused by an Owner, its contractors, subcontractors, agents or employees must be corrected immediately to the satisfaction of the ARC and the owner of the damaged property.

6.3 Conduct. An Owner must ensure that all contractors control the conduct of their employees while working in the Community. Loud music, profanity and other rude behavior will not be tolerated. Contractors and their employees shall not be allowed to possess beer or any other alcoholic beverages while working in the Community.

6.4 Site Cleanliness. All contractors must maintain the sites in a clean and orderly manner at all times. The storage of materials should be in an inconspicuous location within the site where possible and stored neatly and orderly. Materials placed on a street or sidewalk upon delivery shall be sufficiently barricaded or cordoned off with reflective cones, ribbon, rope or other appropriate material, provided that such materials shall not be stored on a street or sidewalk overnight. All construction debris shall be cleared at the end of each working day. Upon completion of any landscaping, wall and fence Improvements, all material debris must be removed from the Unit and any soil or other residue remaining on the street must be cleaned. Neither Declarant, the Association, the Board of Directors, the ARC nor any officer or director of such entities shall be liable for any damages or injuries caused by or resulting from the storage of construction materials on the Common Elements, streets or sidewalks within the Community.

6.5 Contractors. The Association and the ARC do not recommend contractors.

ARTICLE 7 MISCELLANEOUS

7.1 Modification. The foregoing Design Guidelines may be modified from time to time as may be deemed necessary in the sole discretion of the Architectural Review Committee of the Sun City Mesquite Homeowners' Association.

7.2 Conflict. In the event of any conflict between these Design Guidelines and the Declaration, the Declaration shall control.

EXHIBIT A

RECOMMENDED PLANTS

Botanical Name

Common Name

Trees

Acacia aneura	Mulga Acacia
Acacia farnesiana	Sweet Acacia
Acacia pendula	Weeping Acacia
Cercidium floridum	Blue Palo Verde
Chitalpa tashkentensis	Chitalpa
Fraxinus velutina 'Rio Grande'	Fan Tex Ash
Olea europea 'Swan Hill' or 'Wilsonii'	Fruitless Olive
Pinus elderica	Afghan Pine
Pinus halepensis	Aleppo Pine
Pinus roxberghii	Chir Pine
Pithecellobium mexicana	Mexican Ebony
Populus fremontii	Cottonwood
Prosopis glandulosa 'Torreyana'	Texas Honey Mesquite
Prosopis juliflora	Arizona Native Mesquite
Prosopis pubescens	Screwbean Mesquite
Quercus buckleyi	Texas Red Oak
Rhus lancea	African Sumac
Schinus molle	California Pepper Tree
Ulmus parvifolia 'Athena' <i>TM</i>	Athena' <i>TM</i> Evergreen Elm

Large Shrubs

Caesalpinia gilliesii	Yellow Bird of Paradise
Cordia parvifolia	Little-leaf Cordia
Larrea tridentata	Creosote
Leucophyllum frutescens 'Green Cloud' <i>TM</i>	Green Cloud Sage
Leucophyllum frutescens 'Rain Cloud' <i>TM</i>	Rain Cloud Sage
Leucophyllum frutescens 'White Cloud' <i>TM</i>	White Cloud Sage
Leucophyllum x Heavenly Cloud	Heavenly Cloud' <i>TM</i> Sage
Leucophyllum laevigatum	Chihuahuan Sage
Leucophyllum prinosum	Sierra Bouquet' <i>TM</i>
Photinia sp.	Fraser's Photinia
Raphiolepis sp.	Indian Hawthorne
Salvia clevelandii	Chaparral Sage
Simmondsia chinensis	Jojoba
Sophora secundiflora	TX Mountain Laurel
Vauqelinia californica	Arizona Rosewood

EXHIBIT A

RECOMMENDED PLANTS

Page 2

<i>Botanical Name</i>	<i>Common Name</i>
Medium Shrubs	
Callistemon viminalis 'Little John'	Little John Bottlebrush
Cassia artemisioides	Feathery Cassia
Cassia nemophila	Green Cassia
Dalea frutescens Sierra Negra	Black Dalea
Dalea lutea Sierra Moonrise	Sierra Moonrise Dalea
Dalea pulchra	Indigo Bush
Encelia farinosa	Brittlebush
Eremophila 'Valentine'	Valentine Bush
Leucophyllum frutescens 'Compacta'	Compact Texas Ranger
Leucophyllum revolutum	Sierra Magic' <i>TM</i> Mix
Myrtus communis compacta	Dwarf Myrtle
Nerium oleander 'Little Red' <i>TM</i>	Little Red' <i>TM</i> Oleander
Nerium oleander 'Petite Pink' <i>TM</i>	Petite Pink' <i>TM</i> Oleander
Nerium oleander-white	White Oleander
Rosmarinus o. 'Tuscan Blue'	Upright Rosemary
Teuchrum chamaedrys	Prostrate germander
Viguiera deltoidea	Goldeneye
Small Shrubs	
Ambrosia deltoidea	Triangleleaf Bursage
Calliandra eriophylla	Pink Fairy Duster
Dalea capitata 'Sierra Gold' <i>TM</i>	Sierra Gold Dalea
Ericameria laricifolia 'Aguirre'	Aguirre
Ericameria laricifolia	Turpentine Bush
Gaura lindheimeri	Pink Gaura
Leucophyllum candidum 'Silver Cloud' <i>TM</i>	Silver Coud TX Ranger
Leucophyllum candidum 'Thunder Cloud' <i>TM</i>	Thunder Cloud TX Ranger
Leucophyllum zygophyllum 'Cimmaron' <i>TM</i>	Cimmaron Sage
Salvia greggii	Autumn Sage
Sphaeralcea ambigua	Globe Mallow
Groundcovers	
Acacia redolens 'Desert Carpet'	Trailing Acacia
Baccharis sarothroides 'Starn' Thompson	Desert Broom
Chysactinia mexicana	Damianita
Convolvulus cneorum	Bush Morning Glory
Drosanthemum speciosum	Iceplant
Dyssodia pentachaeta	Golden Dyssodia
Hymenoxys acaulis	Angelita Daisy
Lantana New Gold	New Gold Lantana
Melampodium leucanthum	Blackfoot Daisy

EXHIBIT A

RECOMMENDED PLANTS

Page 3

Botanical Name

Common Name

Oenothera berlandieri	Mexican Evening Primrose
Penstemon spp	Penstemon
Psilostrophe cooperi	Paper Flower
Rosmarinus officinalis 'Prostratus'	Trailing Rosemary
Teucrium chameadrys	Germander
Verbena gooddingii	Gooddingii Verbena
Verbena rigida	Sandpaper Verbena

Accents

Agave americana	Century Plant
Agave colorata	Mexcal Ceniza
Agave murpheyi	Murphy's Agave
Agave parryi	Artichoke Agave
Agave scabra	Rough Leaved Agave
Aristida purpurea	Red Three Awn
Buchloe dactyloides	Buffalo Grass
Dasyllirion acotriche	Green Desert Spoon
Dasyllirion wheeleri	Desert Spoon
Euphorbia biglandulosa	Gopher Plant
Fouquieria splendens	Ocotillo
Hesperaloe parviflora	Red Hesperaloe Yucca
Hesperaloe parviflora	Yellow Hesperaloe Yucca
Muhlenbergia capillaris 'Regal Mist'	Regal Mist Deer Grass
Muhlenbergia lindheimeri 'Autumn Glow'	Autumn Glow Deer Grass
Nolina microcarpa	Bear Grass
Opuntia santa-rita	Tubac
Yucca baccata	Banana Yucca
Yucca recurvifolia	Yucca
Yucca elata	Soaptree Yucca
Yucca shidigera	Native Yucca
Yucca rigida	Blue Yucca
Yucca rostrata	Yucca

Vines

Hardenbergia comptoniana	Lilac Vine
Rosa banksiae	Lady Banks Rose

EXHIBIT B

**FENCE SPECIFICATIONS
VIEW FENCE INSTALLED ON RETAINING WALL**

EXHIBIT C
FENCE SPECIFICATIONS
VIEW FENCE

EXHIBIT D
WELDED WIRE MESH SPECIFICATIONS
FOR VIEW FENCE

Sun City Mesquite
Request For Architectural Approval

DATE: _____ RECEIVED BY ARC: _____

OWNER'S NAME _____ PHONE: _____

SUN CITY ADDRESS: _____ LOT/SUBDIVISION: _____

MAILING ADDRESS: _____

GOLF COURSE/OPEN SPACE LOT? YES ___ NO ___ DESCRIPTION OF DWELLING _____

In accordance with Article 4 of the Declaration of Covenants, Conditions and Restrictions for Sun City Mesquite ("Declaration") and the Design Guidelines, application is hereby submitted for review and approval of the following described improvements. Anything not listed here and not clearly shown on plans will not be a part of this review.

Nature of request: (check one or more of the following)

- Review/Approval of an addition to existing Dwelling (room addition/patio covers and/or patio enclosures)
- Review/Approval of landscape plans (See Design Guidelines for minimum requirements)
- Review/Approval of concrete work (walkways, patios, etc.)
- Review/Approval of walls
- Review/Approval of fences, gates – Fence approvals must be accompanied by one of the consents attached hereto as "Joint Application for Fence" or "Application for Fence – Single Owner."
- Review/Approval of pools, spas (pool equipment must be screened from view)
- Other _____
- Start/Finish Date of construction or installation _____

In support of this application, the following required items must be submitted. (see the Design Guidelines)

Two copies of any preliminary and final plans. The plans will show the following (where applicable): site plan, floor plan, exterior elevations, roof design, exterior materials and finishes, landscaping plan, and such other items as may be needed to reflect the character and dimensions of the improvements. If application is incomplete, the ARC will notify the applicant as to the needed documents and the application will not be further considered until receipt of these materials.

This application requires the signature of the Owner of the Unit and/or agent of the Owner. IF ANY WORK HAS COMMENCED PRIOR TO THE APPROVAL BY THE ARC THAT DOES NOT COMPLY WITH THE DECLARATION OR DESIGN GUIDELINES, THE OWNER WILL BE LIABLE FOR ALL COSTS NECESSARY TO BRING THE WORK INTO COMPLIANCE WITH THE DECLARATION AND DESIGN GUIDELINES. OWNER UNDERSTANDS THAT THE ARC MAY ENTER THE UNIT FOR THE PURPOSE OF INSPECTING ALL WORK IDENTIFIED ON THE APPLICATION AS BEING SATISFACTORILY COMPLETED.

Submitted by: _____ Submitted by _____
Homeowner Contractor

THIS APPROVAL DOES NOT RELIEVE THE OWNER FROM ANY REQUIREMENTS OF THE DECLARATION OR DESIGN GUIDELINES NOR DOES IT CONSTITUTE APPROVAL AS TO COMPLIANCE WITH APPLICABLE NEVADA LAW, CITY OF MESQUITE OR CLARK COUNTY BUILDING AND SAFETY REQUIREMENTS OR ZONING ORDINANCES.

ACTION TAKEN BY ARCHITECTURAL REVIEW COMMITTEE:

- APPROVED (The request is approved as submitted)
- APPROVED WITH CONDITIONS (The request is approved subject to the conditions noted below)
- DISAPPROVED (The request is not approved for the reasons noted below)

FOR THE ARCHITECTURAL REVIEW COMMITTEE _____ DATE _____

FOR THE ARCHITECTURAL REVIEW COMMITTEE _____ DATE _____

COMMENTS: _____

JOINT APPLICATION FOR FENCE

The undersigned Owners understand and agree that the proposed fence constitutes a “Common Fence” as described in Section 5.4 of the Declaration of Covenants, Conditions and Restrictions for Sun City Mesquite (“Declaration”) and that they will be responsible for maintenance and repair of a portion of the fence as set forth in the Declaration and in accordance with the Maintenance Standard (defined in the Declaration). If the fence is not being maintained in accordance with the Maintenance Standard, the Sun City Mesquite Homeowners’ Association has the right to maintain the fence with the Owners bearing all costs. Owners agree to comply with all city, county and state laws and to obtain all necessary permits, if any. Owners agree not to begin construction of the proposed fence(s) until notified of the Architectural Review Committee’s approval.

Signature of Owner

Date

Signature of Owner

Date

Signature of Owner

Date

Signature of Owner

Date

APPLICATION FOR FENCE – SINGLE OWNER

The undersigned Owner is installing a fence along a side or rear yard and understands and agrees that (i) the fence is not a “Common Fence” as described in Section 5.4 of the Declaration of Covenants, Conditions and Restrictions for Sun City Mesquite (“Declaration”), (ii) the undersigned Owner will be responsible for maintenance and repair of the entire (both sides) fence in accordance with the Maintenance Standard (defined in the Declaration), and (iii) an easement on the adjacent unit(s) for the purpose of maintaining the fence has been granted to Owner pursuant to Subsection 5.5.1 of the Declaration, subject to the terms and conditions contained therein.

Owner agrees to maintain the fence in accordance with the Maintenance Standard if approved by the Architectural Review Committee. If the fence is not being maintained in accordance with the Maintenance Standard, the Sun City Mesquite Homeowners’ Association has the right to maintain the fence with the Owner bearing all costs. Owner agrees to comply with all city, county and state laws and to obtain all necessary permits, if any. Owner agrees not to begin construction of the proposed fence until notified of the Architectural Review Committee’s approval.

Signature of Owner

Date

Signature of Owner

Date