

# Litchfield Farms

*The Countryside of City Life*

## Phase 2 - Design Guidelines

### 1. INTRODUCTION

1.1 SITE DESCRIPTION: Litchfield Farms is a residential subdivision of 235 one-acre lots. The Final Plat of Litchfield Farms is attached as Exhibit A.

1.2 AUTHORITY: These Development Standards have been promulgated pursuant to Article VII of the Declaration of Covenants, Conditions, Restrictions and Easements for Litchfield Farms first recorded on April 30, 2002 in the official records of Maricopa County, Arizona, and as thereafter amended from time to time (the Declaration.)

1.3 ENFORCEMENT: These Development Standards are binding upon all Persons who at any time construct, reconstruct, refinish, alter, or maintain any Improvements upon the Property, or make any change in the natural or existing surface, drainage, or plant life. It is the responsibility of each Owner or other Person to obtain and review a copy of the most recently revised Development Standards. These Development Standards will be administered and enforced by the Architectural Design Committee in accordance with the Declaration and the procedures herein and therein set forth and may be amended from time to time. If any conflict should arise between the Development Standards, the Declaration, and the requirements of the County Zoning Ordinance, the most restrictive requirement shall apply.

2. **DEFINITIONS:** A capitalized term within these Development Standards shall have the same definition as in the Declaration. For convenience, some of those definitions along with other useful definitions are set forth below.

2.1 **"Ancillary Building"** means any above ground structure situated upon a Lot that is not attached to main Dwelling Unit.

2.2 **"Association"** means and refers to the Litchfield Farms Property Owners Association, an Arizona non-profit corporation, and its successors and assigns.

2.3 **"Board"** means the Board of Directors of the Association.

2.4 **"Building Envelope"** means the area within which ALL construction activities (excluding private driveways) must occur and ALL Improvements must be made. The Building Envelope for each Lot shall be within the setback requirements set forth below in Section 5.2.

2.5 **"Committee"** means the Architectural Committee provided for in Article VII of the Declaration.

2.6 **"Common Area" or "Common Areas"** means all areas and any other real property or interests therein (including but not limited to easement interests) any

improvements equipment, fixtures, appurtenances and apparatus from time to time located thereon or used in connection therewith, whether designated as Common Area on the Plat or otherwise specified in the Declaration as Common Area, and held, operated or maintained (whether owned in fee, leased or held pursuant to an easement or license) by the Association for the common use and enjoyment of the Owners, including but not limited to the Common Roads. 1

2.7 **"Common Roads"** means the private access roadways and public utility easements for Litchfield Farms as shown on the Plat, which were reserved in favor of Declarant and assigned to the Association for the common use and benefit of all Lots, but which shall not be expressly dedicated to public use.

2.8 **"Community"** means the residential development known as Litchfield Farms and Litchfield Farms Unit II.

2.9 **"County"** means Maricopa County, Arizona.

2.10 **"Declarant"** means Litchfield Ventures, L.L.C., an Arizona limited liability company, or any person or entity who has succeeded to Declarant's rights and powers hereunder as to all or a portion of the Property, and to whom Declarant's rights hereunder have been assigned by recorded instrument.

2.11 **"Declaration"** means all covenants, conditions, and restrictions first recorded April 30, 2002, Maricopa County, Arizona, and as thereafter amended from time to time.

2.12 **"Development Standards"** means the rules, regulations, restrictions, architectural standards, design guidelines and development and landscaping standards from time to time adopted by the Committee.

2.13 **" Dwelling Unit "** means any improvements placed within the confines of any Lot and designed and intended for human residence including any attached garage for motor vehicles, but excluding any Ancillary Building.

2.14 **"Final Plat"** means the plat of subdivision of the Parcel prepared by Fleet-Fisher Engineering, dated January 30, 2002, attached as Exhibit A and as thereafter from time to time amended or supplemented.

2.15 **"Lot"** means any of the 235 subdivided lots or any numbered parcel of real property shown upon any recorded plat of the Property together with any improvements constructed thereon, with the exception of the areas designated as lettered tracts and areas dedicated to the public. Each Lot shall be a separate freehold estate.

2.16 **"Occupant"** means any Person, other than an Owner, in rightful possession of a Lot, whether as a guest, tenant or otherwise.

2.17 **"Parcel"** means the parcel of real property located in Maricopa County, Arizona, more fully described on the Final Plat attached as Exhibit A.

2.18 **"Property"** means the Parcel, together with all buildings, improvements and other permanent fixtures of whatever kind now or hereafter located thereon, and all easements, rights, appurtenances, and privileges now or hereafter belonging or in any way pertaining thereto.

2.19 **"Utility Companies"** means Arizona Public Service, Qwest Communications, Arizona Water Company, Southwest Gas Corporation, Cox Communications, and their respective successors or assigns.

**3. EASEMENTS:** For your information the following easements have been established in favor of the Association:

3.1 An easement (which the Association may further assign in favor of the Utility Companies and others) upon, across, over, under and through the Common Area, Lots, and other portions of the Property for reasonable ingress and egress, installation, construction, replacement, repair, maintenance, and operation of all utilities, including but not limited to water, gas, telephone, electricity, television cable, security systems, and communication lines and systems, and for the use of emergency vehicles of all types;

3.2 An easement for the Common Roads over, under, upon, across, and through portions of the Property;

3.3 An easement for the existing natural drainage across all portions of the Property;

3.4 Such easements over, under, upon, and across the Property as necessary to perform the duties and obligations of the Association and the Committee as are set forth in Declaration, the Development Standards, or the Rules promulgated by the Association or the Committee;

3.5 An easement over, upon, across, through and under a portion of Lots 24 and 25 and Lots 1 and 29 in Phase I, of sufficient dimensions to allow the Association to construct, install, operate, maintain, repair and replace gates, walls, or other controlled access devices for access, ingress and egress to and from Thomas Road and the Common Roads together with such pillars, anchors, and mechanical equipment reasonably necessary to secure and operate the gates or other controlled access devices, and to connect the same to public utilities for power and illumination;

3.6 An easement over, upon, across, though, and under all Lots, tracts, and streets adjacent to the perimeter boundaries of the Property for purposes of installation, replacement, maintenance, and repair of a perimeter walls and landscaping located along such boundaries, including access to and from the location of such perimeter walls.

**4. USE RESTRICTIONS:** The following use restrictions are set forth in the Declaration and repeated here so that Owners will not plan site-work, improvements, or landscaping which will be inconsistent with these requirements. These restrictions are supplemented below in Section 6,

4.1 **Garage and Parking of Family Vehicles.** Each Lot will have at least one enclosed two (2) car garage that will be used by the Owner of the Lot only for the parking of Family Vehicles or Commercial or Recreational Vehicles and household storage purposes. Except as approved by the Committee, all garages shall be side access garages. The garage doors will be operated by an automatic garage door opener and maintained by the Owner in good and functioning order and will remain closed except while the garage is in use for cleaning, entry, and exit. Carports shall not be permitted. No garage may be used for storage, occupancy, or any other use that restricts or prevents the garage from being used for parking Family Vehicles or approved Commercial or Recreational Vehicles. Additional Family Vehicles that cannot be parked in the garage located on the Lot may be parked in the driveway or in any Recreational Vehicle Parking Area so long as the Family Vehicles are operable and are, in fact, operated from time to time. Notwithstanding any less restrictive local or municipal codes, ordinance, or stipulations, Family Vehicles may be parked in any public or private street within the Community only on a Nonrecurring and Temporary Basis, and no other on-street parking is permitted within the Community.

**4.2 Boats, Trailers, and Motor Vehicles.** Except as provided in this paragraph below, no Commercial or Recreational Vehicles, Boats, or Trailers may be parked upon a Lot within the Community, unless: (i) within a fully enclosed garage or Ancillary Unit located on the Owner's Lot; (ii) in a Recreational Vehicle Parking Area; (iii) in the driveway of the Lot on a Nonrecurring or Temporary Basis; or (iv) on any public or private street within the Community only on a Nonrecurring and Temporary Basis. The Committee shall determine, in its sole discretion, what constitutes a "nonrecurring and temporary basis" and the Committee, in its sole discretion, shall determine if a particular Commercial Vehicle is consistent with the residential nature of the Project. Owners are required to obtain approval in advance from the Committee for all Commercial Vehicles. Any Commercial or Recreational Vehicles, Boats, or Trailers parked in violation of these restrictions may be towed by the Association at the sole expense of the owner of the vehicle if the vehicle remains in violation of these restrictions for a period of forty-eight (48) hours from the time a notice of violation is placed on the vehicle, and neither the Association nor any of its officers or directors will be liable for trespass, negligence, conversion, or any criminal act by reason of towing the vehicle.

**4.3 Recreational Vehicle Parking Area.** A Recreational Vehicle Parking Area is defined as an area of the Lot behind the Lot wall that is screened with vegetation or other materials so as not to be visible from a neighboring property and approved by the Committee as to location, size, and screening. The Committee reserves the right to require Owners to install additional landscaping or screening materials if, in the sole discretion of the Committee, the Committee determines additional screening materials are to the benefit of the Community. Owners will be permitted to park approved commercial and recreational vehicles, boats, trailers, detached campers, and other similar non-commercial equipment on a Lot in the Recreational Vehicle Parking Area only, or within an approved Ancillary Unit.

**4.4 Reflective Materials: Solar Devices.** No machinery, fixtures, or equipment of any type may be installed on any Lot which are visible from the exterior of any Lot, including but not limited to solar hot water heaters and electric generating devices, except in compliance with these Development Standards; and no reflective materials which would be visible from the exterior of any Lot shall be used on any roof or for any window, door, or for other purpose, except in compliance with these Development Standards.

**4.5 Power Tools And Other Equipment.** No power tool, communication equipment, or other device shall be used on the Property which causes interference with TV reception or other electronic devices unless the prior written consent of the Committee has been obtained.

**4.6 Lights.** No spotlights, flood lights, or other high intensity lighting shall be placed or utilized upon any Lot which, in any manner, will allow light to be directed or reflected on any other Lot. Holiday decorations may be displayed between November 15 and January 15 of each year and during other times of year from one week before to one week after any nationally recognized holiday.

**4.7 Windows and Window Covering.** Sheets, newspapers, and similar items may not be used as temporary window coverings. No aluminum foil, reflective screens, reflective glass, mirrors, or similar reflective materials of any type will be placed or installed inside or outside of any windows of a Dwelling Unit or Ancillary Unit without the prior written approval of the Architectural Committee. No awnings, storm shutters, canopies, air conditioners, swamp coolers, or similar items may be placed in, on, or above any window of a Dwelling Unit or Ancillary Unit so as to be visible from neighboring property, unless approved by the Architectural Committee. Permanent draperies or

suitable window treatments shall be installed by the owner within thirty (30) days of occupancy or completion of any Dwelling or Ancillary Unit.

**4.8 Mailboxes.** Except when originally installed by the Declarant, no mailboxes, mail posts, or similar items for the receipt of mail will be installed, constructed, or placed on a Lot unless the location, design, height, color, type, and shape are approved by the Architectural Committee and the County. If the Project is developed with NBITs cluster boxes or gang mailboxes, the Association will maintain the community mailboxes, and no Owner will be permitted to install or use individual mailboxes on the owner's Lot. All restrictions on mailboxes contained within this Declaration are subject to approval or modification by the U.S. Postal Service.

**4.9 Access through Common Fences or Walls.** Owners shall not gain access to their Lots for any purpose through fences that are constructed on common borders with the Community Areas.

**4.10 Children's Play Equipment.** All bicycles, tricycles, scooters, skateboards, strollers, and similar play equipment must be stored when not in use so as to be no visible from neighboring property. Installation of any children's playground equipment that is visible from neighboring property is subject to approval of the Board.

**4.11 Basketball Goals**

**4.11.1.1 Portable Basketball Goals**

- a. Only pole mounted backboards and goals are acceptable. Backboards shall not be attached to the house, garage or roof.
- b. Backboards must be of a predominantly neutral color (gray, black or white) or match the color of the body of the exterior of the home. (Clear backboards are acceptable without painting).
- c. All equipment must be constantly maintained. Broken backboards, disfigured or bent rims, ripped torn nets, chipped and/or peeling paint, etc., should be promptly repaired or replaced.
- d. Only nylon or similar cord nets are acceptable. Metal or chain nets are expressly prohibited.
- e. Courts may NOT be painted or permanently outlined on the driveway or other concrete surfaces.
- f. When not in use portable basketball goals should be stored in accordance with paragraph 4.10.
- g. Lighting for night use of the equipment must be submitted for approval.

**4.11.2 Permanent Basketball Goals** must be submitted for approval by the Committee and meet the following requirements:

- a. Permanent basketball goals shall be limited to backyard installation.
- b. Poles must be set in the ground permanently.
- c. Backboards must be of a predominantly neutral color (gray, black or white) or match the color of the body of the exterior of the home. (Clear backboards are acceptable without painting).
- d. All equipment must be constantly maintained. Broken backboards, disfigured or bent rims, ripped torn nets, chipped and/or peeling paint, etc., should be promptly repaired or replaced.
- e. Only nylon or similar cord nets are acceptable. Metal or chain nets are prohibited.
- f. Lighting for night use of the equipment must be submitted for approval.

**4.12 Drainage Plan.** No Dwelling Unit, Ancillary Unit, pool, concrete area, or landscaping will be constructed, installed, placed, or maintained on any Lot or any other areas of the Community in any manner that would obstruct, interfere, or change the direction or flow of water in accordance with the drainage plans for the Community or any Lots that are on file with the County. Weep holes or drainage holes must be placed in any boundary wall, spaced not less than 10 feet apart. No private irrigation wells may be installed anywhere on a Lot. Drainage easements may exist on some Lots within the Community and it is the responsibility Of the Owner to be aware of such easements and not take any actions that may diminish the effectiveness of such easements.

**4.13 Roofs and Mounted Equipment.** All original and replacement roofs for all Dwelling Units and ancillary Units located within the Property must be made of tile, slate, fired clay, concrete, or similar material, unless otherwise approved by the Architectural Committee. Solar energy \_panels, solar energy devices, swamp coolers, air conditioning units, 6i other cooling, heating, or ventilating systems may not be installed on the roof of any Dwelling Unit or Ancillary Unit or in any other area of a Lot that is visible from neighboring property, unless otherwise approved by the County and the Architectural Committee, in writing prior to its installation. Flat roofs will be allowed on Santa Fe or Territorial style dwellings if all fiat roofing materials and roof vents are adequately screened from view with parapet walls and other screening walls as determined by the Committee.

**4.14 Perimeter Walls.** All walls, including fences separating front and back yards, shall be a minimum of six (6) feet and a maximum of seven (7) feet, and shall be constructed across the sides of each Lot, and shall be constructed of masonry block (Western Block -"Brown").

On adjoining Lot lines, the adjoining Owners shall share equally the expense of their side fences. An Owner building a residence adjacent to a Lot upon which the fence has already been constructed, shall reimburse the adjoining Lot Owner or Owners an amount equal to one-half (1/2) of the actual construction cost to said Owner of the fence, except that the cost for said fence shall not exceed the normal construction cost for a "Dooley" or "Superlite" type concrete fence (4' masonry), regardless of the actual type or cost of the fence built by the adjoining Owner. No house plan for a Lot where adjacent lots are developed with fences shall be approved by the Committee until the Lot Owner applying for approval has submitted the proper payment for such fence. All fences and walls that can be seen from the street shall be constructed to match texture and color of the home exterior.

An owner will have the option of either having Beazer build the fence or contract the building of the fence (s) on their own. If owner chooses to have the fence (s) contracted themselves, the owner then must have completed the fences within 60 days.

## **5. LANDSCAPING.**

**5.1 Overview.** Landscaping provides one of the most important features of the community. Litchfield Farms is envisioned to mature as a lush, shady, tree-lined neighborhood. This desired theme is accomplished through the use of trees, shrubs, and live plant material ground cover.

5.2 **Completion.** Landscaping for all front yards and side yards exposed to the street shall be completed no later than 90 days after occupancy of the Dwelling Unit. Landscaping will be considered complete when-all surface area is covered, plants are planted, and the watering system is installed and functioning. Landscape plans for front and street exposed side yards must be submitted to and approved by the Committee prior to installation. The use of white or unnaturally colored stones or rock shall not be allowed in the front yard or street exposed side yards.

5.3 **Requirements.** A minimum of 50% coverage of live plant material is required in the front yard. Turf placed within the front yard shall not be less than 30% of the total front yard area. Landscaping of front yards must include at least five (5) new trees of at least 15 gallon in size, planted within twelve (12) feet of the front street of the Lot, and which must be at least 25 gallons in size. Each Lot must have at least twelve (12) total trees including the rear yard of Lots. High pollen producing trees (i.e., mulberry, and certain varieties of olive) shall not be permitted. All landscaped areas shall be covered with some type of plant material or other material such as granite; exposed dirt is not permitted.

All plants and trees within the front yard and side yards exposed to the street shall be watered by automatic underground watering systems and shall not regularly require the use of above ground hoses. Each Owner shall be responsible to keep their yard and landscaping in a neat and slightly condition at all times. Replacement of dead trees shall be required within thirty (30) days of determining the tree has - died. During prolonged absence, Owners shall arrange for the care and maintenance of their Lot in their absence.

5.4. **Decorative Walls.** Decorative walls (freestanding walls) shall not exceed 3' in height. Height is measured from finish grade along the exterior side (street side) of the wall. Include colors and materials to be used for walls. Retaining or raised planter walls shall be properly moisture-proofed to avoid unsightly water staining.

5.5 **Maintenance.** In the event an Owner does not maintain his Lot in a reasonably clean condition, free of weeds and trash, or is in any other violation of this Declaration, the Board or its designated representative, may send written notice to the offending Owner to comply within ten (10) days, thereafter, if not remedied, the Board or its representative, shall have the right to enter upon the Lot and cause said Lot to be cleaned or brought into compliance, and assess the actual cost thereof to the Owner of such Lot. The Board, or its representative, may file with the County Recorder for Maricopa County, Arizona, a lien against said lot for the actual costs incurred, plus interest at 18% per annum, plus up to an additional \$150.00 for administrative costs and fees. The Board, or its representative, shall also be authorized to proceed against such Owner in Small Claims Court for satisfaction of the actual costs, plus interest and plus up to an additional \$150.00. Owners shall keep their Lots free of weeds, garbage, rubbish, and debris at all times prior to, and continuing through completion, of the Landscaping on the Lot.

## 6 BUILDING STANDARDS

6.1 **Building Envelopes.** Ancillary Units may be built outside the building envelope with the approval of the Committee and of Maricopa County. Maricopa County may impose building envelopes more restrictive than Declarant and it is the responsibility of each Owner to confirm with Maricopa County the approved building envelope for their Lot. Only landscaping, driveways, sidewalks, pools, boundary walls, and Ancillary Units (as described above with restrictions) will be permitted on a Lot in the area outside of the building envelope for a Lot. No portion of a building envelope

may be located within any minimum required setback. The building envelope may be modified by the Architectural Committee, in its sole discretion, to accommodate any approved plans and specifications if it so determines.

**6.2 Recreational Facilities.** Swimming pools, spas, basketball and standards sport courts, tennis courts, and all other recreational facilities shall be located within the Building Envelope and may only be constructed and installed with the prior written approval of the Architectural Committee, which can grant a reasonable variance for the construction and/or location of recreational facilities.

**6.3 Driveways and Parking.** A minimum two-car side-entry garage shall be provided for each dwelling unit and each Lot shall also provide adequate on-site parking for at least two other vehicles. Driveways shall be constructed with acceptable paving materials, including decomposed granite, concrete, exposed aggregate, and specialty pavements. A suitable base course of ABC or other appropriate material shall be installed prior to construction. Driveways shall be used for construction access and to accommodate guest parking. No street parking is allowed.

**6.4 Guest Facilities.** With the prior written approval of the Committee, guest facilities may be constructed within the Building Envelope of any Lot, provided, however, that they shall be visually consistent with the Dwelling unit, shall be subject to all other Development Standards, set forth herein (height, colors, construction period, etc.), and shall consist of not less than 500 square feet of livable, heated space and not exceed 50% of the square footage of the residence.

**6.5 Lighting.** The design of all exterior lighting shall be approved by the Committee. All exterior lighting visible from the Common Roads or from other Lots shall be solenoid operated and conform to all governmental lighting codes.

**6.6 Mechanical Equipment.** All mechanical control equipment and meters all be within enclosures or landscaping that shield them from view, the street, and from neighboring properties, and buffer the sound.

**6.7 Sewage Systems.** The size, location, and type of sewage disposal systems shall comply with the rules, regulations, and requirements of the Maricopa County and Arizona Departments of Health Services.

**6.8 Storage Sheds.** The Maricopa County Zoning Code defines a storage shed as “a subordinate structure or building used primarily for storage purposes, of a height no greater than 7-feet, and the total square footage of which does not exceed 120-square feet”. Storage sheds meeting this definition do not require building materials that match the main residence. However, they still must be submitted to the architecture committee for approval. Larger storage sheds are considered to be an ancillary building and are required to meet the rules and guidelines for that type of structure

- a. Each Lot will be permitted to have ONLY one shed.
- b. Shed must not exceed a maximum height of seven (7')
- c. Shed must have a minimum setback of five (5') from any walls (rear, party, common or perimeter walls)

- d. Any part of the shed that can be seen from a Neighboring Lot or Common Area must be a neutral “earth tone” color
- e. The homeowner should make all efforts to use plants and trees to screen any part of the shed from being visible from Neighboring Lots or Common Areas
- a. The Committee reserves the right to require Owners to install additional landscaping or screening materials if, in the sole discretion of the Committee, the Committee determines additional screening materials are to the benefit of the Community.