
FOX CROSSING

Design Guidelines & Community Rules

REVISED JULY 27, 2006



FOX CROSSING HOMEOWNERS ASSOCIATION
P.O. Box 12510 Chandler, AZ 85248
Office: (480) 704-2900
Fax: (480) 704-2905
Website: www.foxcrossinghoa.com



FOX CROSSING

Table of Contents

TOC

RULES AND REGULATIONS

COMMUNITY ORGANIZATION

Every resident of Fox Crossing is a member of the Fox Crossing Homeowners Association (the "Association"), the entity responsible for the management of all common areas and related homeowners facilities as well as administration of the affairs of the community. The Association is created by the recording of the Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements (the "CC&R's") The CC&R's set forth procedures, rules, and regulations that govern the community. These guidelines for community living are an extension of the CC&R's and are designed to be used in harmony.

The Board of Directors (The "Board") is charged with the responsibility for overseeing the business of the Association. The Board has a wide range of powers including the ability to adopt rules and regulations governing the use of common areas and to employ a management company to assist in the operation of the Association. The Architectural Committee (the "Committee") was established by the Board to review all improvements within Fox Crossing including new construction and modifications to existing properties. The Committee has adopted Design Guidelines and standards to evaluate proposed construction activities.

ARCHITECTURAL REVIEW PROCESS

Changes, additions, or modifications to a site or a building exterior of a residential property require the **prior** written approval of the Committee as set forth in these Rules and Design Guidelines. Residents with proposed changes should refer to the HOA website at www.foxcrossinghoa.com or contact the management company with whom the Association has contracted for full Association management to obtain the necessary architectural guidelines and submittal documentation.

Simply stated, **no improvements, alterations, repairs, additions, or other work, including changes in exterior color, is to occur on any lot or exterior of any home from its improved state existing on the date such property closed escrow without the prior approval of the Committee.** The responsibility of the Committee is to ensure the harmonious, high quality image of Fox Crossing is implemented and maintained. Any owner requesting approval of the Committee shall follow the application procedures listed below. The approval required by the Committee of any construction, installation, addition, alteration, repair, change or other work shall be in addition to, and not in lieu of, any approvals or permits which may be required under any federal, state or local law, statute, ordinance, rule or regulation. To avoid design changes and delays it is strongly recommended conceptual design approval be received from the Committee prior to City submittal. Your submittal will be returned to you either approved, denied, or for more information within forty-five (45) days of receipt of your request. **Remember, you must have written approval before proceeding with a proposed project.** Homeowners may appeal the decisions of the Committee to the Board for consideration, in which case the decision of the Board shall prevail.

FOX CROSSING HOMEOWNERS ASSOCIATION

P.O. BOX 12510

CHANDLER, ARIZONA 85248

(480) 704-2900 phone

(480) 704-2905 fax

Email admin@foxcrossinghoa.com

ARCHITECTURAL REQUEST SUBMITTAL FORM PROCEDURES

The following information should be included:

- Architectural form completed and signed (copies may be obtained from the Association's website or the Association management office.
- Plot Plan – A site plan indicating the dimensions relating to the existing dwelling and property lines setbacks, etc., and the improvement to be installed.
- Elevation Plans – Plans showing finished appearance of the improvements in relation to the existing dwelling and property lines.
- Specifications – Description detailing materials to be used with color samples attached; drawing or brochure of structure indicating dimensions and color.

Submit the Architectural Request and plans to:

FOX CROSSING HOMEOWNERS ASSOCIATION

P.O. BOX 12510

CHANDLER, AZ 85248

It is the homeowner's responsibility to ensure that any proposed construction is coordinated with, and where applicable, approved by all county, local, state, and federal government agencies. The Committee, the Board, the Management Company, and the Association assume no responsibility for obtaining these reviews and approvals.

FOX CROSSING HOMEOWNERS ASSOCIATION

P.O. BOX 12510

CHANDLER, ARIZONA 85248

(480) 704-2900 phone

(480) 704-2905 fax

Email admin@foxcrossinghoa.com

Architectural Review Submittal Form

(The Architectural Committee meets on the 3rd Wednesday of every month)

Please provide the requested information as complete as possible. If you have any questions, please feel free to call the phone number listed above.

1. Owners Name _____ Phone _____
Address _____ Lot # _____

2. Contractor Name _____ Phone _____
Address _____ Permit # _____

3. Description of work to be performed: _____

4. Time period in which work is to be completed: _____

5. Materials to be used: _____

6. Color scheme: _____ 7. Landscapable Square Footage: _____

8. Other relevant information: _____

Please attach **three (3) copies** of drawings or Blueprints with your submittal. Please indicate all materials, dimensions, colors and the exact location of the proposed work to be completed. Drawings or brochures of similar projects may also be submitted. Major construction projects must include elevation drawings.

I agree:

- to maintain all improvements.
- to comply with all applicable City and State laws and obtain all required permits.
- that no work will begin until I have received approval, in writing, from the Architectural Committee.

Signature _____ Date _____

The Committee will respond to architectural requests in 45 days or less. All requests will be reviewed individually. Mail completed form to the above address.

DATE ARCH MEET: _____

FOR ARCH USE ONLY

Approved Not Approved Approved with Provisions Returned for more Information

Provisions _____

Signed _____ Date _____

/forms/architectural.pdf

Form 5/2005

GENERAL PRINCIPALS

The purpose of the Committee is to ensure consistent application of the Design Guidelines. The Committee monitors any portion of any lot or parcel, which is visible from other lots or parcels, the street, or Association common areas. This includes backyards that are visually open to other lots or Association common areas through a view fence. The Design Guidelines promote those qualities in Fox Crossing that enhance the attractiveness and functional utility of the community. Those qualities include a harmonious relationship among structures, vegetation, topography, and overall design of the community.

General Property Restrictions

Members may rent only the entire lot or dwelling unit. Rental must be made only to one family. No Lot can be leased for a period of less than thirty (30) days. Members are responsible for the inclusion of a provision in the lease agreement requiring the Lessee to comply with the CC&R's and these rules. As property record holders, Members are ultimately responsible for all compliance with the CC&R's and these Rules on their property. In residential areas, no gainful occupation, trade or other nonresidential use may be conducted on the property, and no person is allowed to enter the property for the purpose of receiving products or services related to such usage.

Violation Enforcement

One of the most sensitive issues in a planned community is the enforcement of the CC&R's and other rules, which are violated, either knowingly or unknowingly, by its Members.

The Fox Crossing Association's Board of Directors adopted a Fine Policy effective September 1, 2005 (See "Fine Policy" on page 20). The intent of the Fine Policy is to provide the management company with a tool that encourages Members to take any and all corrective action necessary in order to comply with the Associations CC&R's and other rules in a timely manner. However, The Board recognizes the fact that violation enforcement utilizing the Fine Policy will not always guarantee member compliance. Therefore, The Board may choose to take legal action, if required, to ensure that violations are resolved. While cooperation and building a community is the rule at Fox Crossing, there are occasions when the Board may take action to protect the rights of other Members and the community as a whole.

The Board of Directors may file a suit against the Lot Owner for outstanding fines and accumulated charges, obtain a personal judgment, and record that judgment with the appropriate county recorder to protect the interest of the Association. After recording the judgment, the Association will have a lien that will become effective upon conveyance or sale of the property.

Protection of Neighbors

The interest of neighboring properties must be protected by making reasonable provisions for such matters as access, surface water drainage, sound and sight buffers, light and air, and other aspects of design, which may have a substantial effect on neighboring properties. Homeowners are not allowed to make an unreasonable amount of noise or become a nuisance to neighbors as defined in the CC&R's Article 4 Section 4.20.

Building Repair

No building, structure or improvements shall be permitted to fall into a state of disrepair. The owner of every home or structure is responsible at all times for keeping the buildings in good condition, and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, the owner is responsible for immediate repair or reconstruction, subject to the approvals required by Article 5 of the CC&R's. Construction materials and vehicles may be temporarily stored in areas approved by the Committee.

Maintenance

All landscaping shall be maintained in a neat and attractive condition. Minimum maintenance requirements include watering, mowing, edging, pruning, removal and replacement of dead or dying plants, removal of weeds and noxious grasses, and removal of trash.

Nuisance

Homeowners are not allowed to make an unreasonable amount of noise or become a nuisance to neighbors as defined in the CC&R's Article 4 Section 20.

BUILDING ARCHITECTURE

Any exterior addition or alteration to an existing residence shall be compatible with the design character of the original structure.

Design Compatibility

The proposed construction must be compatible with the design characteristics of the property itself, adjoining properties and the neighboring setting. Compatibility is defined as harmony in style, scale, materials, color, and construction details.

Patio Covers, Shade & Other Structures

All additions to a home including patio covers, shade structures and other building additions must be submitted to the Committee for written approval prior to construction. To be considered by the Committee, a proposed addition to a single-family home cannot be higher than its existing roof line. Any alteration or addition to a residence must match architectural details, windows, colors, materials (stucco and roof tile) and setbacks of the homes in the subdivision and, in particular, those of the immediate neighborhood. Built up, "rolled" or shingled roofing materials are not permitted unless fully screened from view using a parapet.

Storage Sheds

Backyard storage sheds, along with any permanent addition to a home, must be submitted to the Committee for written approval prior to construction. Any shed that is taller than or visible above the fence line must match the home in materials, style, and color. Homes without view fencing who wish to construct a shed that will not be taller than or visible above the fence line are not required to submit it to the Committee.

Antenna & Satellite Dishes

Unless governed by 47 C.F.R. Section 1.40000 (Over-the-Air Reception Devices Rule), any antenna, dish, or other device for the transmission or reception of television or radio signals or any form of electromagnetic radiation (including but not limited to antennas or dishes for AM/FM radio, amateur ("Ham") radio, Citizens Bank ("CB") radio, Digital Audio Radio Services ("DARS") signals, non-local television broadcast signals, and any antennas or dishes in excess of one meter (39.37 inches) used



for any purpose) and all associated equipment shall not be visible from neighboring property and are prohibited without prior written approval of the Committee. All non “customer-end antennas”, hub or relay antennas, or antennas used to transmit signals to an/or receive signals from multiple customer locations shall be reviewed on a case-by-case basis, but under no circumstances shall be permitted on any residential lot. Any device governed by 47 C.F.R. Section 1.4000 shall be mounted with minimum visual impact and shall comply with the following criteria.

1. The device (and any associated equipment shall be mounted inside the roof structure of the home or in a location so as not to be visible from neighboring property if such location does not preclude an acceptable quality signal or unreasonably increases the costs of the installation of the device.
2. If criteria 1 cannot be satisfied, the device (and any associated equipment) must be painted to match the principal exterior color of the house and be located in the rear yard of the lot and as low to the ground as possible without precluding an acceptable quality signal.
3. If criteria 1 and 2 cannot be satisfied without precluding an acceptable quality signal or unreasonably increasing the costs of installation, the device (and any associated equipment) must be painted to match the color of the home and located in the side yard of the lot and as low to the ground as possible without precluding an acceptable quality signal.
4. If criteria 1 through 3 cannot be satisfied and roof-mounting is the only manner in which an acceptable quality signal can be obtained, the device (and any associated

equipment) must be painted to match the principal exterior color of the house and be located on the rear-yard side of the roof and as low as possible without precluding an acceptable quality signal.

5. Front yard or fence mounting of a device is prohibited if another location on the Lot would provide an acceptable quality signal and not otherwise unreasonably increase the costs of installation
6. If an alternative to a device exists which is reasonably available, does not unreasonably increase the costs, and would meet a more restrictive criteria, such alternative must be used.
7. Under no circumstances may a device be mounted on, in, or over, or otherwise encroach upon, a common area. The mounting of any device must comply with all applicable safety ordinances and codes.

Roof and Wall-Mounted Equipment

No devices of any type, such as evaporative coolers or air condition units shall be placed on any roof with the exception of approved solar panels.

Outdoor Fireplaces

Installation of permanent outdoor fireplaces, barbeque pits, fire-pits, etc., requires advance written approval by the Committee. Outdoor fireplaces may not exceed fence height and shall be at least five (5) feet away from any fence line.



Outdoor Lighting

All exterior lighting shall be approved in writing by the Committee and shall have shields (especially wall mounted “flood” lights) to prevent any light from exiting the property or disturbing neighbors. Standard low voltage lighting for the

rear yards of interior lots (not visible from neighboring property) does not require approval. Members are encouraged to use the lowest wattage necessary to reduce light pollution.

Decorative Holiday Lighting

All Holiday themed lighting must be consistent with the holiday being celebrated. Appropriate lighting may be installed no earlier than 30 days prior to holiday, and must be removed no later than 15 days after the holiday.

LANDSCAPING

Ornamentation

The utilization of non-living objects as ornaments in the landscape must be harmonious with the character of the neighborhood and must be approved in writing by the Committee. Any ornamentation, including lights, used as holiday decoration can be installed no earlier than 30 days prior to the holiday, and must be removed no later than 15 days after the holiday.

Maintenance

All landscaping shall be maintained in a neat and attractive condition. Minimum maintenance requirements include watering, mowing, edging, pruning, removal and replacement of dead or dying plants, removal of weeds and noxious grasses, and removal of trash.

Redesign

Any redesign of existing landscaping must be submitted to the Committee for approval prior to installation or construction.

Front Lawns

All Members with grass areas in their landscaping are required to over seed their front lawns with winter rye grass by October 31st and maintain a green attractive lawn



throughout the entire year. Bermuda grass turns brown and is dormant in the winter. The above requirement is mandatory unless notified by the Association.

MISCELLANEOUS ITEMS

Swimming Pools and Spas

Prior to construction of a swimming pool, a homeowner should contact the management company to coordinate the point of construction access. In all cases, residents will be required to enter through the side yard wall, from the front of their homes. Access through common area walls is prohibited. All construction must be completed within ninety (90) days from the date of excavation.



Dumping or backwashing swimming pool or spa filtering systems into drainage ditches, common landscaped areas, drainage ways, or streets is strictly prohibited. All backwash water shall be retained on the owner's lot..

If necessary, a dry well should be excavated and filled with rocks to provide for the required volume. In the event a hole is made in a wall to backwash into prohibited areas, the Association may repair the wall and other related damage and clean up at the Member's expense.

If a Member is required to completely drain their swimming pool or spa for repairs or other modifications, a City permit is required per Chandler City Ordinance 11-9 for draining into the street and shall be posted on the front door. Please notify the Association that a permit has been obtained prior to draining.

All pool equipment shall be screened from view of neighboring property, streets, and common areas with walls that match the architectural character and color of the house or existing wall. If pool equipment is placed near view fencing, space must be allowed to accommodate the screening wall.

Flagpoles

Homeowners are required to use brackets mounted on the house or garage to display flags.

Basketball Goals

Permanent Installation - Homeowners must submit an application to the Committee for approval prior to the installation of a permanent basketball goal. Permanent goals will be allowed in front yards only, adjacent to the driveway. Strict guidelines will be adhered to regarding the quality of equipment and installation and special attention will be paid to the placement of the pole on the lot. Backboards may be transparent or a standard solid color; any highly visible logo material is prohibited. Any sports equipment that is visible to neighbors must be kept in good condition and be well maintained. No lighting designed to illuminate basketball goals shall be installed without prior written approval of the Committee.



Portable goals - Portable goals do not require Committee approval. Portable goals may be used in front yards, adjacent to the driveway. Goals used on sidewalks or subdivision streets must be removed and stored when not in use. Backboards may be transparent or a standard solid color; any highly visible logo material is prohibited. Any sports equipment that is visible to neighbors must be kept in good condition and be

well maintained. No lighting designed to illuminate basketball goals shall be installed without prior written approval of the Committee.

Driveways

Concrete additions may not be added abutting the existing driveway without the prior written approval of the Committee. All concrete must be kept clean and clear of debris, oil, rust, and other stains. A sight “buffer” is required for all concrete additions as follows:

1. Concrete that is poured from the garage/rear yard gate to the sidewalk requires a buffer that is two feet in width running the entire length of the addition. It must be made of landscape material (granite, trees, etc.), brick, colored pavers, or flagstone.
2. Concrete that is placed as an extension off the end of the driveway towards the garage (not running all the way down to the sidewalk) so as to appear like a “wing” off the existing driveway must have a buffer of landscaping (trees, plants, granite, grass) installed in the entire area between the addition and the sidewalk. Decorative seals and coatings on driveways are prohibited.

Clotheslines

Clotheslines or other outside facilities for drying clothes are not permitted unless they are erected, placed and maintained in accordance with Article 4, Section 4.8 of the CC&R’s. Second floor balconies may not be used to dry clothes, towels, sheets, or any other items.

Window Coverings

Exterior:

Such as awnings, roller shades, and similar must be approved by the

Committee prior to installation. Color, style and shape must be consistent with original architectural and color scheme of the home. Multi-colored (more than one (1) color) awnings and roller shades are prohibited. Installation of awnings and roller shades will not be permitted in the front of any home. Awnings and roller shades may be installed on the side and back of the home. Material and framing must be maintained at all times.

Interior:

No window covering materials, including, but not limited to, aluminum foil, reflective screens or glass, mirrors, sheets, blankets, newspapers, or similar type items, shall be installed or placed upon the inside of any windows of any residence or other structure.

Planters and Walkways

Planters, paved walkways, and other landscape features visible from neighboring property must be submitted to and approved in writing by the Committee. Surface textures and colors are to complement the paint color and materials of the house.



Ramadas and Gazebos

The Committee must approve Ramada's and gazebo structures in writing prior to construction. They are subject to the following guidelines:



1. Maximum square footage allowed is 120-square feet under roof.
2. It must be set back a minimum of 10 feet from all walls.
3. Materials, colors, and design must match in character and quality to the house.
4. Maximum height allowed is 10 feet at the highest point of the structure.
5. Any lighting must be approved by the Committee.

Gates

Double gates may be installed to allow wider access ways to yards. Double gates should be the same type, design, and color as the originally installed single gates. Shrubs, trees, or other plants should be located between the house and the double gates, where possible. All double gates require Committee approval.

Gutters and Downspouts

Gutters and downspouts will require written approval by the Committee in writing prior to installation. The finish on the gutter must match the adjacent surface of the home in color. High quality materials that offer long life are necessary, as the homeowner will be required to maintain these additions in good repair. Plans must include the proposed locations of the gutters and downspouts, the quality of material to be used, and warranty by the manufacturer.

Screen and Security Doors

The Committee must approve screen doors and security doors in writing in prior to installation. Doors must be high quality wrought iron and in a color that matches or complements the body of the house. Overly ornate designs will not be allowed. A picture or brochure must be submitted.



View Fences

Homeowners with view fences visible to neighboring property must maintain a neat and orderly backyard. If the view fence is damaged or destroyed through acts of the homeowner or his agents, the homeowner will be held financially responsible for all necessary repairs. Please exercise particular care when watering near the view fence because you may be 100% liable for the repair or

replacement costs if the fence sustains

The following community rules summarize a few of the common provisions found in the CC&R's as well as rules established by the Board. Cooperation of the part of all residents in following these rules will make living at Fox Crossing an enjoyable experience.

General Property Restrictions

Members may rent only the entire lot or dwelling unit. Rental must be made only to a single family. Members are responsible for the inclusion of a provision in the lease agreement requiring the lessee to comply with the CC&R's and these rules. As property record holders, Members are ultimately responsible for all compliance with the CC&R's and these Rules on their property. No person is allowed to enter the property for the purpose of receiving products or services related to such usage.

Trash and Recycling Containers and Collection

No garbage or trash shall be kept on any lot except in covered containers of a type, size and style, which are approved by the Committee. These containers must be stored in garages with the door closed or behind side yard walls except for days of collection by the City of Chandler.

Pets

Residents are allowed to keep a reasonable number of generally recognized house or yard pets. Animals cannot be kept or raised for commercial purposes, and they are not allowed to make an unreasonable amount of noise or become a nuisance to neighbors. Also, no structure for housing such animals may be visible from neighboring property. Pets must remain on leashes at all times




rust damage due to watering.

while on Association property. All owners must clean up after their pets, including debris from grooming.

Machinery and Equipment

No machinery or equipment of any kind shall be placed, operated or maintained upon any lot except machinery or equipment used during the period of approved construction.

Vehicles and Parking

It is the intent of this Section to limit parking on the streets. No motor vehicle owned or leased by an  Owner, Lessee or Resident of a Lot may be parked on the streets if space for the parking of the motor vehicle is available in any of the following areas: (a) the garage situated on the Lot of the Owners, Lessee or Resident; (b) the driveway on the Lot constructed as part of the initial construction of Improvements on the Lot by the Declarant; or (c) a driveway expansion constructed on the Lot with approval of the Architectural Committee.

No vehicle of any kind may be parked, kept or stored on the Common Area or on any landscaped area of an individual Lot.

No Motor Vehicles designed or used for carrying merchandise, supplies or equipment designed or used for carrying merchandise, supplies or equipment for commercial purposes may be parked on the Common Area or on a Lot, except for the temporary parking of the Motor Vehicles of contractors, subcontractors, suppliers or vendors of the Association or the Owners, Lessees or Residents.

Boats, Campers & Trailers

No motor vehicle classed by manufacturer rating as exceeding 1 ton, mobile home, recreational vehicle, trailer, travel trailer, camper shell, boat, or other similar equipment may be parked, maintained, repaired or stored on any lot or on any street in Fox Crossing so as to be visible from neighboring property.



Recreational vehicles, motor homes, campers, trailers and boats and similar vehicles owned or leased by an Owner, Lessee or resident may be parked in the driveway on a Lot for the purpose of loading or unloading only, subject to such limitations as may be established by the Board. Under no circumstances may a recreational vehicle as described above be parked for longer than 24 hours.



Inoperable Vehicles

No inoperable or unregistered Motor Vehicle shall be allowed on any Lot in such a manner as to be visible from neighboring property. No Motor Vehicle shall be constructed, reconstructed or repaired on any Lot in such a manner as to be visible from neighboring property, and no inoperable Motor Vehicle may be stored or parked on any Lot in such a manner as to be visible from neighboring property. Except for emergency repairs, no Motor Vehicle shall be constructed, reconstructed or repaired on the Streets or any other part of the Common Area.

Arizona Dawn Special Provisions

Arizona Dawn Speed Limit:

No motorized vehicle of any kind may exceed the fifteen (15) mile per hour speed limit.

Arizona Dawn Parking:

Owners, Lessees and Residents are restricted to parking in their garages and driveways. Residents are not permitted to park in the designated visitor parking areas. No parking of any kind is permitted on any street in the Arizona Dawn area, including the T-drives leading to individual driveways.

The streets in Arizona Dawn are private streets and, as such, the above parking and speeding provisions are subject to enforcement by the Homeowners Association.

The Board shall have the right and power to adopt rules and regulations governing and further restricting the parking of Motor Vehicles on Lots or the Streets and implementing the provisions of this section. In the event of any conflict or inconsistency between the provisions of this section and the rules and regulations adopted by the Board of Directors, the provisions of this Section shall control.

Motorized Scooters, ATV's, Golf Carts and similar Play Vehicles

All motorized vehicles, including gas and electric powered scooters, ATV's, motorcycles, go-carts and similar play vehicles are prohibited from entering onto any vacant parcel, common area (including parks), bike paths and walkways except maintenance vehicles authorized by the Association. Residents are not allowed to make an unreasonable amount of noise or become a nuisance to neighbors. Members may be billed for the repair of any damage to landscaped areas that occurs as a result of the prohibited use of a motorized vehicle in these areas. This charge could be in addition to a fine for the violation.



Painting

Any change in the exterior color of any structure located on a Parcel or Lot (including, but not limited to, house, trim, stucco walls and entry gates) must be submitted to the Committee for approval. The use of original house colors must also be submitted for approval to verify color and update the Owners lot file. The color scheme must be chosen from the approved and published list of color schemes as it applies to your section within Fox Crossing. The approved paint color schemes are listed on the Fox Crossing website. Other details regarding house painting are kept current on the website.

Signage

Garage Sale:

Garage sale signs do not require approval providing they are put up no more than one day in advance of the sale and removed by dusk the day the garage sale ends.



Security:

Ground mounted signs indicating the presence of a security system do not require approval providing they do not exceed one (1) square foot in size.

Political:

Election signage may be displayed no more than sixty (60) days prior to the election and must be removed no later than ten (10) days after the election. The signs dimensions may not be any larger than 10' x 5'. No more than one (1) election sign is allowed per Lot.

Solar Energy Devices Installation Guidelines

The objective of the Guidelines provided herein is to define requirements for Solar Energy Devices that



are installed on residences and other structures within the Fox Crossing Association. These guidelines are intended to encourage Solar Energy Devices while, at the same time, protect values by ensuring that Solar Energy Devices are visually consistent with the existing architecture, including colors, of the Fox Crossing Homeowners Association. All Solar Energy Devices, as with all improvements or exterior alterations, must receive prior written approval of the Committee.

1. Solar Energy Device - A “solar energy device” is defined by A.R.S. Section § 44-1761 or future amendments thereto. A “solar device” is a device that converts the sun’s energy into usable heat or electricity. Generally, these devices fall into one of two categories:

1.1 Solar Thermal Device. These devices are called solar collectors, and they are used, for example, to heat swimming pools, or domestic hot water, or living space.

1.2 Solar Electric Device. These devices are called solar modules, and they convert sunlight directly into electricity.

2. Fixed Solar Energy Device - A fixed solar device is a device that does not move (i.e., it does not track the sun).

3. Tracking Solar Energy Device - A tracking solar device is a device that points in the general direction of the sun and therefore typically moves from sunrise to sunset. Tracking solar devices are prohibited in the Fox Crossing Community if they are visible from a neighboring property.

4. Visually Acceptable - Installation of solar devices must meet the intent of the Fox Crossing Design Guidelines and be consistent with the existing architecture of the Fox Crossing Community. Visually acceptable means that the installation meets these requirements as

judged solely the members of the Committee.

5. Permit and Approval

5.1 Solar Device Installation. Permit shall be approved by the Committee and is required prior to beginning installation of any Solar Energy Device.

5.2 Solar Device Installation Request The Architectural Request Form must be submitted prior to installation. The Architectural Request Form must be submitted with professional quality scaled drawings showing construction details, and clearly showing elevations, locations of the solar device, location and routing of all associated plumbing or electrical runs to and from the solar device, and all associated components (pumps, filters, electrical control/safety devices). Product literature for the proposed solar device and associated components must be submitted with the drawing package. The color of solar devices and associated components (including electrical and plumbing runs) are to be included.

5.3 The Architectural Request Form must be accompanied by the documentation showing compliance with A.R.S. Section 44-1762 including a written statement of performance data for the Solar Energy Device pursuant to A.R.S. section 44-1762(B) and proof of licensing of the installer of the Solar Energy Device pursuant to A.R.S. Section 44-1762(E).

5.4 Upon completion of the installation, the homeowner must supply to the Committee a copy of the certificate of compliance required of the installer pursuant to A.R.S. Section 44-1762(C).

6. Installation Guidelines

6.1 There are many varieties of Solar Energy Devices, mounting techniques, and mounting locations, In order to accommodate as many of these varieties and combinations as possible, guidelines, rather than strict requirements are provided. The Committee has the responsibility (and authority) to ensure that the installation meets the Fox Crossing Design Guidelines and is visually acceptable.

6.2 Solar Energy Devices shall be made commercially (not homemade), and shall be certified by an independent accredited testing laboratory per nationally or internationally recognized standards, such as those established by the Solar Rating and Certification Corporation (SRCC), PowerMark Corporation (PCM) or the Institute of Electrical and Electronic Engineers (IEEE).

6.3 Solar Energy Devices, their installation and use, shall comply with A.R.S. Section 44-1762. That statute applies to all Solar Energy Devices sold or installed in the State of Arizona and requires among other things, (1) prescribed warranty periods given by the seller or installer, (2) a written statement of performance data of the Solar Energy Device provided by the seller or installer, (3) a certificate of compliance with the statute provided by the seller or installer, (4) compliance of the Solar Energy Device with any consumer protection, rating, certification, performance, marketing, installation, and safety standards adopted by the State of Arizona, (5) proper licensing of installer of Solar Energy Devices, and (6) installation requirement of Solar Energy Devices, including

-
- satisfying all applicable fire, safety, and building code, and consumer protection standards.
- 6.4 The upper surface of roof-mounted Solar Energy Devices shall be within six inches of the weathering surface of the roof and parallel to the plane of the roof.
- 6.5 Tracking or movable solar devices are not permitted if they are visible from neighboring property.
- 6.6 No portion of the Solar Energy Device may extend above the roof ridge line or beyond the vertical plane of the structure walls of the residential structure.
- 6.7 The surface of the Solar Energy Device must match the color of the roof unless the solar technology requires a transparent top surface (“superstrate”). For example, all photovoltaic modules or solar thermal collectors with a glass top surface may be black or dark blue, since they require a transparent top surface to properly collect the sun’s energy. All other components of the systems (mounting devices, electrical and plumbing runs) must match the color of the roof or wall to which they are attached.
- 6.8 Wires, conduit, pipe, and other associated components shall be hidden from view when practical. If it is not practicable to hide such items from view, they shall follow the architectural lines of the residential structure.
- 6.9 All construction, wiring and plumbing shall be consistent with accepted trade practices, and they shall meet all local codes.
- 6.10 The entire Solar Energy Device installation, including all associated components, must be acceptable to the Committee and approved in writing by the Committee prior to commencement of the installation.

The Fox Crossing Homeowners Association

P.O. Box 12510

Chandler, AZ 85248

(480) 704-2900 Fax (480) 704-2905

Dear Member:

One of the many benefits of living in a Master Planned Community like Fox Crossing is architectural control. In accordance with Article 5, Section 1 of the Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, reservations and easements (CC&R's):

*“No improvements, alterations, repairs, excavation, grading, landscaping or other work which in any way alters the exterior appearance of any property within Fox Crossing, or the improvements located thereon, from its natural or improved state shall be made or done without the prior approval of the Architectural Committee. No building, fence, wall, residence or other structure shall be commenced, erected, maintained, improved, altered, or made **without the prior written approval** of the Committee.”*

To obtain approval, submit the attached form to the Association. Please note that an accurate scale drawing of the proposed structure, modification or improvement must be attached to this form indicating lot dimensions, the location and dimensions of the structure or modification and the distances from all perimeter walls. For room additions, patio covers or other improvements to your home, a permit from the City of Chandler may be required. Please call the City offices for requirements. To avoid design changes and delays, it is strongly recommended conceptual design approval be received from the Architectural Committee prior to submittal to the City. The Architectural Committee will either approve, deny or return your submittal to you for additional information as soon as possible after review. Please be advised, the Association may take up 45 days after receipt to forward a written decision.

Your cooperation in submitting for approval prior to installations is greatly appreciated. Should you have any questions regarding architectural control or specific questions regarding your submittal, please feel free to contact the Association at the above number.

Sincerely,

The Fox Crossing Homeowners' Association.

**POLICIES AND PROCEDURES
IMPOSITION OF MONETARY PENALTIES
AT FOX CROSSING
Effective September 1, 2005**

Pursuant to A.R.S. § 33-1803, the Board of Directors of the Fox Crossing Homeowners Association (“Association”) has adopted these Policies and Procedures providing for notice and an opportunity to be heard to an owner (“Owner” as defined in the Declaration of Covenants, Conditions and Restrictions for Fox Crossing recorded at Instrument No. 97-0833411 in the records of Maricopa County, Arizona, as amended from time to time, and any tract declaration or plat governing any portion of Fox Crossing (collectively, “Declaration”), or the Fox Crossing Rules and Regulations (“Rules”) adopted by the Board of Directors of the Association.

I. NOTICE OF VIOLATION

A. Progressive Fines

Prior to the issuance of a Notice of Violation (“NOV”), the Board of Directors, the Association property manager or any person acting at the direction of the Board of Directors shall provide a courtesy letter and a final warning letter to an Owner regarding a violation of the Declaration or Rules. The Violation process begins from the date of discovery of the violation. Such courtesy letter shall demand permanent correction of the violation by the Owner. The final warning letter offers the Owner one last opportunity to remedy the violation prior to a fine. Subsequently, if the Board of Directors, the Association property manager or any person acting at the direction of the Board of Directors, determines that the Declaration or the Rules have been violated again by an Owner or the Owner’s family, tenants or guests, and that the imposition of a monetary penalty is an appropriate enforcement action for the Association to take to obtain compliance with the Declaration or the Rules, the Board of Directors, the Association, property manager or any other person acting at the direction of the Board of Directors may serve a NOV upon the Owner. The first NOV will set a monetary penalty of \$50 for a violation, contingent upon an opportunity to be heard as set forth below. Subsequent NOV will set forth progressive monetary penalties in increments of \$50 or any other amount the Board, in its discretion, deems appropriate for the violation. The interval between each progressive NOV shall not be less than fifteen (15) calendar days. If an Owner remains in continual compliance for a six-month period for the subject matter of a NOV, a subsequent violation for the same matter will result in resetting the fine process, beginning with the courtesy letter followed by the final warning and then a NOV as set forth below.

The table below outlines the NOV process for continuing or subsequent violations.

If the owner	and the occurrence	then	and is sent by	and the fine is	if the owner
does not comply with general CC&R rules or Design Guidelines	is the first time	a Courtesy Letter is issued by the Management Company	U.S. Mail, postage paid	none	complies within 15 days – if not then occurrence moves to second time.
	is the second time	a Final Warning notice is issued by the Management Company	U.S. Mail, postage paid	none	complies within 15 days – if not then occurrence moves to third time.
	is the third time	a Notice of Violation (NOV) is issued by the Management Company	U. S. Mail, postage paid	\$50 for each violation	

B. Form of NOV:

A NOV shall contain:

1. A description of the violation.
2. The maximum amount of the monetary penalty that may be imposed by the Board of Directors with respect to each NOV as set forth in Section I.A.
3. A statement that the Owner may request in writing a hearing on the subject of the violation before the Board. In order to be heard, the Association must receive a written request for such hearing within fifteen (15) calendar days after the date of the NOV by marking the appropriate portion of the NOV requesting a hearing, signing the NOV, and returning the NOV to the Association. The Owner should retain a copy of the NOV. In cases where the Owner delivers written request for a hearing within the prescribed time period and by the prescribed manner, the Association shall suspend any further action regarding the violation pending the outcome of the hearing. An Owner's failure to request a hearing within the prescribed time period and by the prescribed manner shall be deemed a waiver and forfeiture of the Owner's right to a hearing with respect to the NOV.
4. A statement that (i) if the Owner fails to timely request to be heard as prescribed, the amount of the monetary penalty as set forth in the NOV shall be due within fifteen (15) calendar days after the date of such NOV, and (ii) if the Owner requests to be heard as prescribed, any amount of monetary penalty imposed by the Board of Directors shall be due within fifteen (15) calendar days after the date of the Board's Notice of Decision.
5. Information concerning the manner in which a monetary penalty imposed by the Board of Directors may be enforced.

C. Services

A NOV shall be served by United States mail, postage paid to the Owner named in the NOV. A NOV served by mail shall be deemed to have been received by the Owner to whom the NOV was addressed on the earlier of the date the NOV is actually received or three days after the NOV is deposited in the United States mail, postage prepaid. A NOV shall be delivered or mailed to the Owner at the address of the Owner as shown the records of the Association. If more than one person or entity owns a lot or parcel, A NOV to one of the joint Owners shall constitute notice to all of the joint Owners. A Notice of Decision (if necessary) will be served in the same manner as a NOV.

II. HEARING

A. Request for Hearing

The NOV shall indicate that the Owner may request in writing a hearing on the subject of the violation before the Board. In order to be heard, the Association must receive a written request for such a hearing within fifteen (15) calendar days after the date of the NOV by marking the appropriate portion of the NOV requesting a hearing, signing the NOV, and returning the NOV to the Association. An Owner's failure to request a hearing in this manner shall be deemed to have waived his right and be in forfeiture of the Owner's right to a hearing with respect to the NOV.

B. Conduct of Hearing

The Board shall conduct a properly and timely requested hearing. Upon conclusion of the hearing, the Board shall determine, in its sole and absolute discretion, whether a violation of the Declaration or the Rules occurred and, if so, the amount of the monetary penalty, if any, to be imposed for such violation. The Board shall serve a Notice of Decision upon the Owner with the Board's decision. If the Owner fails to appear at the hearing, the Owner shall be deemed in violation.

III. ENFORCEMENT

A. Enforcement of Monetary Penalty

Unless a later due date is set by the Board of Directors, (i) if the Owner fails to timely and properly request to be heard as prescribed, the amount of the monetary penalty as set forth in the NOV shall be due within fifteen (15) calendar days after the date of such NOV, and (ii) if the Owner requests to be heard as prescribed, any amount of monetary penalty imposed by the Board of Directors shall be due within fifteen (15) calendar days after the date of the Board's Notice of Decision. Payment by an Owner of monetary penalty is deemed late if it is unpaid fifteen (15) calendar days after its due date and a late charge of \$15 or ten percent (10%) of the amount of the unpaid monetary penalty, whichever is greater, shall be assessed against the Owner. Any personal judgment or injunctive relief imposed pursuant to these Policies and Procedures and any charges for late payment shall be enforceable and collectible.

B. Other Enforcement Action

In addition to or in lieu of the imposition of any monetary penalty for a violation of the Declaration or the Rules, the Board of Directors may proceed at any time with any other enforcement action available to the Association under the Declaration or at law or in equity. Enforcement action available to the Association may be exercised separately or concurrently, and the exercise of one enforcement action shall not constitute an election of remedies or be a waiver of the right of the Association to take any other enforcement action.

C. Prior Policies and Procedures

At its discretion, the Board of Directors may amend or repeal these and prior Policies and Procedures.