

EXHIBIT B – CC&R; EXCERPTS

Section 2.1 – Property Initially Subject to the Declaration

("Co-Declarants hereby declare that all the Property shall be held, sold, used and conveyed subject to the easements, restrictions, conditions and covenants set forth in this Declaration, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the Property.")

Section 3.1 – Architectural Approval Requirement

("No addition, alteration, repair, change or other work Visible From Neighboring Property that in any way alters the exterior appearance, including, but not limited to, the exterior color scheme, of any part of a Lot or any Improvements located thereon that are Visible From Neighboring Property from their appearance on the date this Declaration is Recorded, shall be made or done without the prior written approval of the Architectural Review Committee.")

Section 3.1 – Harmony Requirement

("In reviewing plans and specifications for any Change that must be approved by the Architectural Review Committee, the Architectural Review Committee, among other things, 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.")

Section 3.1 – Aesthetic Authority

("The Architectural Review Committee may disapprove plans and specifications for any Change that must be approved by the Architectural Review Committee pursuant to this Section 3.1 if the Architectural Review Committee determines, in its sole and absolute discretion, that: (i) the proposed Change would violate any provision of this Declaration; (ii) the proposed Change does not comply with any Design Guideline; (iii) the proposed Change is not in harmony with existing Improvements in the Project or with Improvements previously approved by the Architectural Review Committee but not yet constructed; (iv) the proposed Change is not aesthetically acceptable; (v) the proposed Change would be detrimental to or adversely affect another Owner or the appearance of the Project; (vi) the proposed change is contrary to, encroaching upon or otherwise detrimental to the Preserve Areas; or (vii) the proposed Change is otherwise not in accord with the general plan of development for the Project.")

Section 3.1.3 – Changes Visible From Neighboring Property

("No Improvement that will be Visible From Neighboring Property at the time it is constructed or will be Visible From Neighboring Property with the passage of time (such as trees or large bushes and shrubs) shall be constructed or installed on any Lot without the prior written approval of the Architectural Review Committee. No addition, alteration, repair, change or other work Visible From Neighboring Property that in any way alters the exterior appearance, including, but not limited to, the exterior color scheme, of any part of a Lot or any Improvements located thereon that are Visible From Neighboring Property from their appearance on the date this Declaration is Recorded, shall be made or done without the prior written approval of the Architectural Review Committee.")

Section 5.3 – The Association Rules

("The Board may adopt rules and regulations governing the use of Common Area and Lots by Owners, Residents and Lessees and their invitees, licensees and guests, provided that such rules and

regulations are not inconsistent with the Project Documents.”)

Section 5.10.2 – Design Guidelines

(“The Board may adopt, amend and repeal architectural guidelines, standards and procedures to be used by the Architectural Review Committee in rendering its decisions (the “Design Guidelines”). The Design Guidelines may include, without limitation, provisions regarding: (i) the size of Residential Units; (ii) architectural design, with particular regard to the harmony of the design with the surrounding structures and topography; (iii) placement of Residential Units and other buildings; (iv) landscaping design, content and conformance with the character of the Property and permitted and prohibited plants; (v) requirements concerning exterior color schemes, exterior finishes and materials; (vi) signage; and (vii) perimeter and screen wall design and appearance. Notwithstanding anything contained herein to the contrary, so long as the Co-Declarants have the right to appoint and remove the members of the Architectural Review Committee, any adoption, amendment or appeal of the Design Guidelines after the Transition Date shall require the prior written consent of each Co-Declarant that then owns one or more Lots (or whose Affiliates own one or more Lots).”)

**LONE MOUNTAIN COMMUNITY
ASSOCIATION (LMCA)**



**DECLARATION OF COVENANTS,
CONDITIONS AND
RESTRICTIONS FOR LONE
MOUNTAIN (CC&Rs)**

Issued by Resolution in new format on
February 19, 2020 with no text content
changes.

Original document issued on July 22, 2009 is on
file at the Management Office or at the
Maricopa County Recorder Website as
[Document 20090677216](#)

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ARTICLE 2 PLAN OF DEVELOPMENT; DISCLOSURES AND RELEASES

2.1 Property Initially Subject to the Declaration. Co-Declarants intend by this Declaration to impose upon the Property mutually beneficial restrictions under a general plan of improvement and desire to provide a flexible and reasonable procedure for the overall development of the Property and to establish a method for the administration, maintenance, preservation, use and enjoyment of the Property.

Co-Declarants hereby declare that all the Property shall be held, sold, used and conveyed subject to the easements, restrictions, conditions and covenants set forth in this Declaration, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the Property. Co-Declarants further declare that this Declaration shall be binding upon all Persons having any right, title or interest in the Property or any part thereof, their successors, successors in title and assigns and shall inure to the benefit of each Owner thereof, Co-Declarants and the Association. By acceptance of a deed or by acquiring any interest in any of the Property subject to this Declaration, each Person, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such Person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the development, sale, lease and use of the Property and hereby evidences his intent that all the restrictions, conditions, covenants, rules and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, Lessees and transferees thereof. Furthermore, each such Person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the Association and all Owners. Co-Declarants, their successors, assigns and grantees, covenant and agree that the Lots and the Membership in the Association and the other rights created by this Declaration shall not be separated or separately conveyed, and each shall be deemed to be conveyed or encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the Lot.

2.2 Supplemental Declarations. Co-Declarants reserve the right, but not the obligation, to Record one or more Supplemental Declarations against portions of the Property without the consent of the Association, any Owner or other Person. A Supplemental Declaration may (i) designate Neighborhood Common Area, (ii) designate Neighborhood Assessment Areas, (iii) designate Neighborhood Services for Neighborhood Assessment Areas, (iv) impose such additional covenants, conditions and restrictions as Co-Declarants determine to be appropriate for the Neighborhood Assessment Area, (v) establish a Neighborhood Assessment pursuant to Section 6.6 of this Declaration for a Neighborhood Assessment 'Area, and (vi) impose any additional covenants, conditions and restrictions as Co-Declarants deem reasonably necessary and appropriate, whether or not a Neighborhood Assessment Area is established, provided that the terms, covenants, conditions and restrictions set forth in such Supplemental Declaration are not inconsistent with the plan of this Declaration. A Supplemental Declaration shall require the written approval of all Co-Declarants then owning any Property and may be amended only by (a) the written approval or the affirmative vote, or any combination thereof, of the Owners representing more than sixty-seven percent (67%) of the votes in the Association held by the Owners of all of the Lots subject to the Supplemental Declaration, (b) the written approval of the Association, and (c) the written approval of each Co-Declarant so long as such Co-Declarant or any Affiliate of such Co-Declarant owns any Property. The

ARTICLE 3
PERMITTED USES AND RESTRICTIONS

3.1 Architectural Control.

3.1.1 The provisions of this Section 3.1 shall not be applicable to (i) an in- ground swimming pool installed within a rear yard, (ii) swing sets installed in rear yards without play platforms that do not exceed a height of eight (8) feet from ground level and are placed a minimum of ten (10) feet from all neighboring boundaries, and (iii) any other Improvement that may be permitted without written approval from the Architectural Review Committee as set forth in this Declaration or in the Design Guidelines; however, even though an Owner is not required to obtain written approval from the Architectural Review Committee for the Improvements described in this Subsection 3.1.1, an Owner is required to comply with the Design Guidelines, including, without limitation, to the extent that the Design Guidelines set forth guidelines, standards and procedures applicable to such Improvements. Failure by an Owner to comply with the Design Guidelines with respect to the Improvements described in this Subsection 3.1.1 shall be deemed a violation of this Declaration in the same manner as if an Owner had not obtained the prior written approval from the Architectural Review Committee for Improvements that do require prior written approval.

3.1.2 No excavation or grading work shall be performed on any Lot without the prior written approval of the Architectural Review Committee, unless such work does not alter or impair the direction or flow of water in accordance with the drainage plans for the Project or otherwise violate Section 3.20 herein.

3.1.3 No Improvement that will be Visible From Neighboring Property at the time it is constructed or will be Visible From Neighboring Property with the passage of time (such as trees or large bushes and shrubs) shall be constructed or installed on any Lot without the prior written approval of the Architectural Review Committee. No addition, alteration, repair, change or other work Visible From Neighboring Property that in any way alters the exterior appearance, including, but not limited to, the exterior color scheme, of any part of a Lot or any Improvements located thereon that are Visible From Neighboring Property from their appearance on the date this Declaration is Recorded, shall be made or done without the prior written approval of the Architectural Review Committee. The proposed construction or installation of any new Improvement, or any proposed addition, alteration, repair, change or other work that will be (or will be with the passage of time) Visible From Neighboring Property is hereinafter referred to as a "Change." Approval by the Architectural Review Committee is not required for a Change to any portion of the back yard of a Lot or an Improvement located in the back yard of a Lot unless such Change is (or will be with the passage of time) Visible From Neighboring Property. Any Owner desiring approval of the Architectural Review Committee for a Change shall submit to the Architectural Review Committee a written request for approval specifying in detail the nature and extent of the Change that the Owner desires to perform, including, without limitation, the distance of the Change from neighboring properties, if applicable, and the approximate dates upon which the Owner intends to commence and complete the Change. Any Owner requesting the approval of the Architectural Review Committee shall also submit to the Architectural Review Committee any additional information, plans and specifications that the Architectural Review Committee may request. In the event that the Architectural Review Committee fails to approve or disapprove an application for approval within forty-five (45) days after the application, together with any fee payable pursuant to Section 3.1.7 of this Declaration and all

supporting information, plans and specifications requested by the Architectural Review Committee have been submitted to the Architectural Review Committee, the application shall be deemed to be disapproved.

3.1.4 In reviewing plans and specifications for any Change that must be approved by the Architectural Review Committee, the Architectural Review Committee, among other things, 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. The Architectural Review Committee may disapprove plans and specifications for any Change that must be approved by the Architectural Review Committee pursuant to this Section 3.1 if the Architectural Review Committee determines, in its sole and absolute discretion, that: (i) the proposed Change would violate any provision of this Declaration; (ii) the proposed Change does not comply with any Design Guideline; (iii) the proposed Change is not in harmony with existing Improvements in the Project or with Improvements previously approved by the Architectural Review Committee but not yet constructed; (iv) the proposed Change is not aesthetically acceptable; (v) the proposed Change would be detrimental to or adversely affect another Owner or the appearance of the Project; (vi) the proposed change is contrary to, encroaching upon or otherwise detrimental to the Preserve Areas; or (vii) the proposed Change is otherwise not in accord with the general plan of development for the Project.

3.1.5 Upon receipt of approval from the Architectural Review Committee for any Change, the Owner who had requested such approval shall proceed to perform, construct or make the Change approved by the Architectural Review Committee as soon as practicable and shall diligently pursue such work so that it is completed as soon as reasonably practicable and within such time as may be prescribed by the Architectural Review Committee. Completion of the work shall include, without limitation, any clean up and/or removal of equipment, building materials, dirt, debris and similar materials,, and repair/replacement of any damage to Improvements sustained in connection with the work.

3.1.6 Any modification, deletion or addition to the plans and specifications approved by the Architectural Review Committee must be approved in writing by the Architectural Review Committee.

3.1.7 The Architectural Review Committee shall have the right to charge a fee for reviewing requests for approval of any Change pursuant to this Section 3.1, which fee shall be payable at the time the application for approval is submitted to the Architectural Review Committee or as otherwise provided in the Design Guidelines. The Board shall establish the amount of such fee from time to time.

3.1.8 All Improvements constructed on Lots shall be of new construction, and no buildings or other structures shall be removed from other locations on to any Lot.

3.1.9 The approval required of the Architectural Review Committee pursuant to this Section 3.1 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. The approval by the Architectural Review Committee of any Change pursuant to this Section 3.1 shall not be deemed a waiver of the Architectural Review Committee's right to withhold approval of any similar Change subsequently submitted for approval.

3.1.10 The approval by the Architectural Review Committee of any Change pursuant to this Section 3.1 shall not be deemed a warranty or representation by the Architectural Review Committee as

set forth in this Section, and (ii) provides for an increased amount to be charged as a late charge for fines, such amount may be modified by the Board to apply in lieu of the late charge set forth in this Section.

5.3 The Association Rules. The Board may, from time to time, adopt, amend and repeal rules and regulations pertaining to: (i) the management, operation and use of the Areas of Association Responsibility, including, but not limited to, any recreational facilities situated upon the Areas of Association Responsibility; (ii) minimum standards for any maintenance of Lots; (iii) the health, safety or welfare of the Owners, Lessees and Residents, or (iv) restrictions on the use of Lots, provided such rules and regulations are not inconsistent with the provisions of this Declaration. In the event of any conflict or inconsistency between the provisions of this Declaration and the Association Rules, the provisions of this Declaration shall prevail. The Association Rules shall be enforceable in the same manner and to the same extent as the covenants, conditions and restrictions set forth in this Declaration.

5.4 Personal Liability. No member of the Board or of any committee of the Association, no officer of the Association, and no manager or other employee of the Association shall be personally liable to any Member, or to any other Person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, the manager, any representative or employee of the Association, or any committee member or officer of the Association; provided, however, the limitations set forth in this Section shall not apply to any person who has failed to act in good faith or has engaged in willful or intentional misconduct.

5.5 Implied Rights. The Association may exercise any right or privilege given to the Association expressly by the Project Documents and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association by the Project Documents or reasonably necessary to effectuate any such right or privilege.

5.6 Identity of Members. Membership in the Association shall be limited to Owners of Lots (including the Co-Declarants and their Affiliates). An Owner of a Lot shall automatically, upon becoming the Owner thereof, be a Member of the Association and shall remain a Member of the Association until such time as his ownership ceases for any reason, at which time his Membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to each Lot and may not be separately assigned, transferred or conveyed.

5.7 Memberships and Voting Rights.

5.7.1 Each Member shall have one (1) Membership for each Lot owned by the Member.

5.7.2 Class A Members are all Owners of Lots with the exception of the Co-Declarants and their Affiliates. Each Class A Member shall be entitled to one (1) vote for each Lot owned, provided that no more than one (1) vote shall be applicable to any Lot.

5.7.3 Class B Members shall be the Co-Declarants and their Affiliates. Each Class B Member shall be entitled to three (3) votes for each Lot owned by such Class B Member. The Class B Memberships shall cease and be converted to Class A Memberships on the Transition Date.

5.8 Voting Procedures. No change in the ownership of a Lot shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided satisfactory proof thereof. The vote or votes for each such Lot must be cast as a unit, and fractional votes shall not be allowed. If a Lot is owned by more than one Person and such Owners are unable to agree

among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Member casts a vote or votes representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Lot unless objection thereto is made at the time the vote is cast.

5.9 Transfer of Membership. The rights and obligations of any Member other than the Co-Declarants shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership of an Owner's Lot, and then only to the transferee of ownership to the Lot. A transfer of ownership to a Lot may be effected by deed, intestate succession, testamentary disposition, foreclosure of a Recorded mortgage, or such other legal process as now in effect or as may hereafter be established under or pursuant to the laws of the State of Arizona. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to a Lot shall operate to transfer the Membership appurtenant to said Lot to the new Owner thereof. Each purchaser of a Lot shall notify the Association of such purchase within ten (10) days after becoming the Owner of a Lot.

5.10 Architectural Review Committee; Design Guidelines.

5.10.1 The Association shall have an Architectural Review Committee to perform the functions of the Architectural Review Committee set forth in this Declaration. The Architectural Review Committee shall consist of such number of regular members and alternate members as may be provided for in the Bylaws. So long as any Co-Declarants or their Affiliates own one or more Lots, such Co-Declarants shall have the sole right to jointly appoint and remove the members of the Architectural Review Committee. At such time as no Lots are owned by a Co-Declarant or an Affiliate of a Co-Declarant, the members of the Architectural Review Committee shall be appointed by the Board. The Co-Declarants may at any time voluntarily surrender their right to appoint and remove the members of the Architectural Review Committee, and in that event the Co-Declarants may require, for so long as the Co-Declarants or their Affiliates own one or more Lots, that specified actions of the Architectural Review Committee, as described in a Recorded instrument executed by the Co-Declarants, be approved by the Co-Declarants before they become effective.

5.10.2 The Board may adopt, amend and repeal architectural guidelines, standards and procedures to be used by the Architectural Review Committee in rendering its decisions (the "**Design Guidelines**"). The Design Guidelines may include, without limitation, provisions regarding: (i) the size of Residential Units; (ii) architectural design, with particular regard to the harmony of the design with the surrounding structures and topography; (iii) placement of Residential Units and other buildings; (iv) landscaping design, content and conformance with the character of the Property and permitted and prohibited plants; (v) requirements concerning exterior color schemes, exterior finishes and materials; (vi) signage; and (vii) perimeter and screen wall design and appearance. Notwithstanding anything contained herein to the contrary, so long as the Co-Declarants have the right to appoint and remove the members of the Architectural Review Committee, any adoption, amendment or appeal of the Design Guidelines after the Transition Date shall require the prior written consent of each Co-Declarant that then owns one or more Lots (or whose Affiliates own one or more Lots).

EXHIBIT C – DESIGN GUIDELINE EXCERPTS

Section 1.2 – Establishment of Design Guidelines

("The Board has established these Design Guidelines to provide for (i) architectural rules and guidelines for all Improvements and additions and changes to existing Improvements so that all Improvements within the Property may exist in harmony to surrounding structures and topography, and (ii) landscaping rules and guidelines that reflect the climate and regional character of the Property. The ARC will focus on minimizing environmental impact and maximizing water and energy conservation principles.")

Section 1.3 – Permitted Uses; Defined Terms

("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 shall have the same meaning as described in Article 1 of the Declaration.")

Section 1.5 – Modification; Conflict

("These Design Guidelines may be modified from time to time as may be deemed necessary in the sole discretion of the Board. In the event of any conflict between these Design Guidelines and the Declaration, the Declaration shall control.")

Section 5.1.1 – General Architectural and Design Character

("The architectural design of all additions, alterations, and renovations to the exterior of any Residential Unit shall conform to the design of the original Residential Unit in style, detailing, materials, and color. The height of any addition to an existing Residential Unit shall not be higher than the original roof line.")

Section 5.1.3 – Materials Matching Requirement

("All materials used in the maintenance, repair, additions and alterations of any structure or Improvement subject to review hereunder shall match those used in the initial construction of the Improvement as to color, composition, type, and method of attachment. The ARC may allow substitute materials if it deems such materials to be compatible with the theme of the community.")

Section 5.1.4 – Exterior Paint / Residential Unit

("Color chips will be required for any request to paint any portion of the exterior of the Residential Unit if different than the original paint color. Any proposed change in paint color from the original paint color of the exterior of the Residential Unit must be approved by the ARC, and cannot be the same color as the Residential Units adjacent to, or across the street from, the subject Residential Unit, and must be a paint color previously used in the builder color schemes approved for use in the community. A list of all approved colors is noted on the HOA website, and only a color from that list will be considered. Repainting a Residential Unit the same color that was used by a co-Declarant or Builder that the subject Residential Unit was previously painted will not require approval of the ARC. The request to ARC for a proposed change in paint color from the original color must be made within 60 days of any notice of violation issued for a residential Unit to be repainted, and the re-painting must be done within 6 months of the notice of violation.")

Section 5.1.4 – Fences and Walls Exclusion

("For purposes of this Subsection, a Residential Unit does not include fences and walls upon the Lot. Fences and walls shall be painted in accordance with Section 5.8.")

Section 5.8 – Fences and Walls

("Additions or alterations to walls and fences installed by a Co-Declarant or a Builder require approval by the ARC and such requests shall be accompanied by a permit or other documentation issued by the City of Phoenix confirming the construction complies with all applicable guidelines, ordinance and rules. Pursuant to Subsection 7.5.7 of the Declaration, any addition or alteration of a boundary wall will also require the written approval of the adjacent Owner(s) sharing the wall, which approval will be deemed a requirement prior to approval by the ARC.")

Section 5.8.1 – Back Yard Wall Matching

("No approval is necessary for an Owner to stucco and/or paint the side of the wall facing such Owner's Residential Unit in the back yard provided the color of paint matches the main color of the Residential Unit.")

Section 5.8.1 – Front Wall Standard

("The only stucco and/or paint color permitted for the front yard block walls of the Owner's Residential Unit is Behr Pepper Spice or its equivalent (the "Community Standard"). All walls need to be painted prior to October 25, 2025.")



**LONE MOUNTAIN
COMMUNITY ASSOCIATION
(LMCA)**

Design Guidelines

**Revised November 20, 2025 by
Board of Directors Motion**

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ARTICLE 1**ARCHITECTURAL REVIEW COMMITTEE; GENERAL PROVISIONS**

11 Architectural Review Committee; Requirement for Approval. The Declaration of Covenants, Conditions and Restrictions for Lone Mountain, as it may be amended from time to time (the "Declaration"), provides for an Architectural Review Committee (the "ARC"). So long as any Co-Declarants or their Affiliates own one or more Lots, such Co-Declarants shall have the sole right to jointly appoint and remove the members of the ARC. At such time as no Lots are owned by a Co-Declarant or an Affiliate of a Co-Declarant, the members of the ARC shall be appointed by the Board. The ARC shall review and approve or disapprove, prior to construction or installation, any landscaping, building, fence, wall or other structure or Improvement of whatever type that will be Visible From Neighboring Property unless review and approval of any such Improvement is not required according to the provisions of the Declaration or these Design Guidelines. Any additions or changes to existing Improvements or to the exterior of any Residential Unit also require the approval of the ARC prior to construction or installation.

12 Establishment of Design Guidelines. The Board has established these Design Guidelines to provide for (i) architectural rules and guidelines for all Improvements and additions and changes to existing Improvements so that all Improvements within the Property may exist in harmony to surrounding structures and topography, and (ii) landscaping rules and guidelines that reflect the climate and regional character of the Property. The ARC will focus on minimizing environmental impact and maximizing water and energy conservation principles.

13 Permitted Uses; Defined Terms. 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 shall have the same meaning as described in Article 1 of the Declaration.

14 Use Restrictions. Prior to submitting a request to the ARC for approval of an Improvement or addition or change to an existing Improvement, an Owner should read these Design Guidelines and Article 3 of the Declaration, which contains the permitted uses and restrictions affecting each Lot.

15 Modification; Conflict. These Design Guidelines may be modified from time to time as may be deemed necessary in the sole discretion of the Board. In the event of any conflict between these Design Guidelines and the Declaration, the Declaration shall control.

16 Compliance with Requirements of Governmental Authorities.²³ 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 of Phoenix. 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 any particular guideline in the Declaration and these Guidelines are not prohibited by the City of Phoenix, the guideline in the Declaration and these Guidelines shall control. If any particular guideline in the Declaration and these Guidelines would be in

4.2.1 The antenna must be placed on the Lot 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.

4.2.2 If the antenna cannot be placed on the Lot 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.

4.2.3 If the antenna is mounted on a residence or other structure and is Visible from Neighboring Property, the antenna and all mounting brackets and cables 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.

4.2.4 An antenna that is less than one meter in diameter 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.

43 **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.

44 **Restricted Devices.** No antenna that exceeds one meter in diameter or diagonal measurement and no mast that exceeds 12 feet in height above the roof line may be placed, installed, constructed or kept on any Lot without the prior written approval of the ARC.

ARTICLE 5

OTHER IMPROVEMENTS AND ALTERATIONS

5.1 **General Architectural and Design Character.**

5.1.1 The architectural design of all additions, alterations, and renovations to the exterior of any Residential Unit shall conform to the design of the original Residential Unit in style,

detailing, materials, and color. The height of any addition to an existing Residential Unit shall not be higher than the original roof line.

5.12 All additions to Residential Units shall be built within the setback lines originally established for the Lot or as changed by the Co-Declarant or Builder with the approval of the City of Phoenix.

5.13 All materials used in the maintenance, repair, additions and alterations of any structure or Improvement subject to review hereunder shall match those used in the initial construction of the Improvement as to color, composition, type, and method of attachment. The ARC may allow substitute materials if it deems such materials to be compatible with the theme of the community.

5.14 ^{15, 38} Color chips will be required for any request to paint any portion of the exterior of the Residential Unit if different than the original paint color. Any proposed change in paint color from the original paint color of the exterior of the Residential Unit must be approved by the ARC, and cannot be the same color as the Residential Units adjacent to, or across the street from, the subject Residential Unit, and must be a paint color previously used in the builder color schemes approved for use in the community. A list of all approved colors is noted on the HOA website, and only a color from that list will be considered. Repainting a Residential Unit the same color that was used by a co-Declarant or Builder that the subject Residential Unit was previously painted will not require approval of the ARC. The request o ARC for a proposed change in paint color from the original color must be made within 60 days of any notice of violation issued for a residential Unit to be repainted, and the re-painting must be done within 6 months of the notice of violation. For purposes of this Subsection, a Residential Unit does not include fences and walls upon the Lot. Fences and walls, including, but not limited to, block, stucco, and wrought iron, shall be painted in accordance with Section 5.8.

5.2 Accessory Structures.^{7, 29} Ramadas, gazebos, pergolas and all other open similar structures located in the rear yard.

Peaked Roof:

May not exceed thirteen (13) feet at its highest point and the primary roofline must not exceed ten (10) feet including all materials of the open structure.

Sloped Flat Roof:

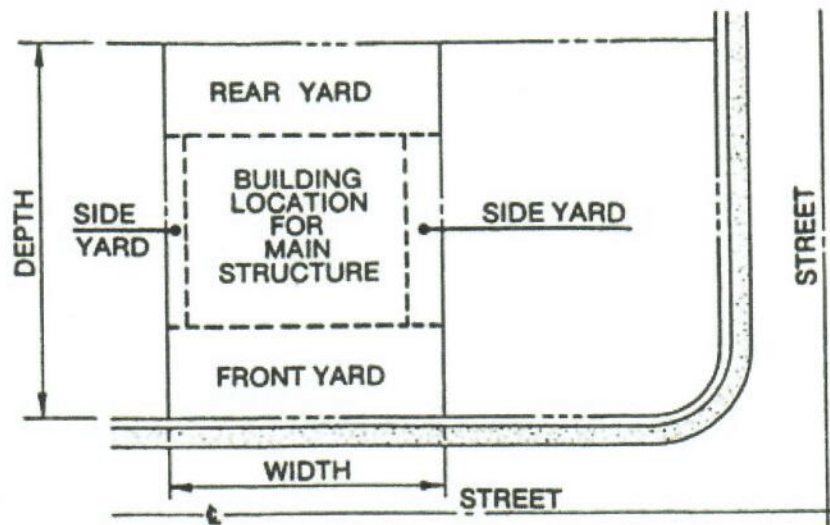
May not exceed eleven and a half (11.5) feet at its highest point on one side, including all materials of the open structure, and the opposite side must not exceed ten (10) feet, including all materials of the open structure.

Flat Roof:

May not exceed ten (10) feet at its highest point, including all materials of the open structure.

Ramadas, gazebos, pergolas and all other open similar structures located in the side yard of the Lot may not exceed eight (8) feet at their highest point. The height of the structure shall be

5.63 Side Yard Parking. ³² A vehicle or similar equipment (as permitted by Article 3 of the Declaration) may be parked on an approved hardscape parking pad installed in the side yard of a Lot behind a gate of a residential unit no more than twenty (20) feet behind the return wall, or the length of the side yard, whichever is greater, as measured from the gate and must be properly screened, as determined and approved by ARC. Vehicles and similar equipment, inclusive of those listed in Article 3 of the Declaration, are prohibited from parking in the rear yard. Approved side yard parking pads may not be installed below the existing grade of the Lot.



5.7 Driveway Sealers and Stains. ¹³ Driveway sealants or stains must be either clear or natural stone color that enhances the original driveway material color. Driveways may not be painted nor may any epoxy be applied to them. Information regarding the product to be applied must be presented to the ARC for approval prior to application.

5.8 Fences and Walls.

5.81 ^{33; 37, 38} Additions or alterations to walls and fences installed by a Co-Declarant or a Builder require approval by the ARC and such requests shall be accompanied by a permit or other documentation issued by the City of Phoenix confirming the construction complies with all applicable guidelines, ordinance and rules. Pursuant to Subsection 7.5.7 of the Declaration, any addition or alteration of a boundary wall will also require the written approval of the adjacent Owner(s) sharing the wall, which approval will be deemed a requirement prior to approval by the ARC. No approval is necessary for an Owner to stucco and/or paint the side of the wall facing towards such Owner's Residential Unit in the back yard provided the color of paint matches the main color of the Residential Unit.

The only stucco and/or paint color permitted for the front yard side and/or return block walls of the Owner's Lot ("Front Return Walls") is Behr Pepper Spice or its equivalent. All Front Return Walls need to be painted Behr Pepper Spice or its equivalent prior to October 25, 2025.

^{34, 38} The only paint color permitted for the rear-view wrought iron fence of the Owner's Residential Unit is Black Fox SW 7020 semi-gloss, Direct to Metal (DTM) exterior paint and must be sprayed on the front and back of the rear-view fence.

5.82 ¹⁴ The ARC will allow welded wire mesh to be attached to the entire length of a wrought iron fence that does not exceed a height of 36" inches from the bottom of the wrought iron, and is not installed in such a way that it damages the fence. Mesh fencing may be installed without ARC approval so long as it is constructed of unpainted galvanized material that is essentially transparent in nature. Such wire mesh fencing must be upkept as needed to maintain a good appearance.

5.83 Decorative or garden walls installed in the front yard may not exceed 36 inches in height. Materials that will be considered by the ARC include masonry with a stucco finish painted to match the main color of the Residential Unit, slump block or decorative stone that matches any stone trim on the Residential Unit or is compatible therewith.

5.84 Fences and walls constructed of wood, chain link, split rail, PVS piping and chicken wire are prohibited.

5.85 View Fence Privacy Screens. ³³ The Lone Mountain community was specifically designed to have open, sweeping natural desert landscape views throughout. To maintain the natural open desert feel, we strongly recommend homeowners choose approved plants and trees for privacy screening, as their first choice. This option is most compatible with our community's natural desert aesthetics. Also allowed are decorative metal privacy screens that are see-through (partially obscure) in nature, subject to ARC approval.

Decorative metal privacy screens that partially obscure a view, may be installed in the back or side yard of a Residential Unit provided they:

- Are constructed of a metal that withstands weather conditions such as galvanized steel, aluminum, wrought iron or other materials that do not warp, crack, degrade or fade with exposure to the sun. Plastic, fabric or other non-metal materials are prohibited;
- Allow air flow and a partial obscured view through the design;
- Are architecturally consistent with the home design;
- Are placed in a consistent manner in relation to the view fencing;
- Are no higher than the height of the fence;
- Are installed between the view fence and the Owner's Residential Unit.
- Are securely attached to the ground, to the block wall base of the view fence, to the back or side yard block walls, or to the Owner's side of the view fence as approved by ARC;
- Closely match a color palette of the view fence installed by the builder (ex. Black, bronze) to maintain the desert feel;
- Do not contain words, letters, numbers or symbols in their design.

Any damage caused to the view fence by the privacy screen is the responsibility of the owner, and must be promptly repaired within 30 days of such damage occurring. The Association holds no liability for any damage to privacy screens affixed to the view fence and reserves the right to require privacy screens be

EXHIBIT D

December 2020 Board Meeting Minutes



LMCA Open Board meeting

December 16, 2020

1. Meeting **called to order at 5:31pm.**
2. **Roll call; establish quorum.** Bob Philipps, Steve Reed, Dave Perry, Tim Oestreich, Walt Grochowski, Tania Hendricks and Dave Perry were present; quorum was established. Jered Meyer from AAM was present.
3. **Review and approve prior meeting minutes from December 9, 2020 meeting.** Bob Philipps **motioned to approve the minutes** as drafted. Steve Reed requested to strike the words "This is not 100% accurate" in second paragraph of page 1. Bob amended the motion and **Marcia Hahn Seconded. Motion passed 7-0.**

4. **President's report.**

An overview was provided on the damaged gates at Dove Valley Road. We also had graffiti in the south park and on Friday, December 11, 2020 the north gates failed by falling off of hinges. Two vendors met with several board members the following Monday who agreed the failure was due to deterioration of the gate's steel frame. We were told by one vendor the weight of gates are a problem and the other vendor disagreed. Repairs were authorized to the south gate and were functioning the following day.

We are moving forward replacing the north Dove Valley gates with the same design that what we had previously.

One item needed to be discussed was the president's spending authority of \$1,000 from last year and whether to continue to grant this authority. **Walt Grochowski motioned to give the President a \$1,000. spending limit per incident. Dave Perry seconded. Motion passed 6-0.** Bob abstained.

5. Association Business.

a. Proposed Mission Statement.

Based on homeowner feedback during the last board meeting, we re-drafted a new mission statement. Intent will be to include on our website. Mission statement was reviewed, and **Bob Philipps motioned to adopt. Steve Reed seconded. Motion passed 7-0.**

b. Alignment of Board members to Committees/Projects.

c. Approval of ARC members.

These two topics were combined since they go hand-in-hand. Section 6.1 of the Bylaws state the Board has the right to create one or more committees and appoint members. Per Section 5.10 of the CC&R's, we must have an ARC committee and the members must be approved by the board; and per ARS 33-1817-B-1, the chair of ARC must be a board member. On December 9, 2020, Tania Hendricks was appointed as the chair of ARC. Approval was still needed of the four candidates who had served on prior ARC plus one additional candidate who served on Community Standards Committee. This is a one-year term. **Tania made a motion to approve the five committee members; Bob Philipps second motion. Motion passed 7-0.**

There are five other committees; four of which existed last year and one (technology) that was not officially sanctioned but was more of a project devoted to running the website. They are Finance, Landscape & Grounds, Traffic & Safety, Social & Communications and Technology.

Community Entrance Project is now in homeowner feedback phase and we have 120 surveys so far. Homeowner vote will be required for any special assessment, not the Board. After a decision is made, implementation could take months as there are many issues to deal with.

Board contact on Traffic & Safety committee to deal with issues surrounding problems such as vandalism, speeding, stop sign running, park safety, and parking on sidewalks, etc. will be Tim Oestreich.

Per Section 6.1 of By Laws, **Motion was made by Bob Philipps to approve five committees; Walt Grochowski seconded. Motion passed 7-0.** Primary board contacts were established for each committee. These committee members do not have to be board approved. Note only Board and ARC have decision authority.

d. Proposed Rules Changes.

- i. **Holiday Decorations (Sec 5.13 of the Design Guidelines).** Existing rule for holiday decorations is vague. Proposed wording defines time period of holiday decorations allowed and prevents Christmas lights from being displayed on Veteran's Day or Labor Day or other decorations for period of time well beyond the holiday. Also changed from 30 days before a holiday to display to two weeks but expanded time the lights can be displayed during the month of December. **Bob Philipps motioned to adopt new wording; Tania Hendricks seconded. Motion passed 7-0.** Homeowner debated centered around size limits to decorations.

ii. **Fences & Wall Colors (Sec 5.8.1 of the Design Guidelines).**

ARC committee asked for guidance on colors for interior block walls facing the home which says it must be the color of the house; yet we are not consistent throughout the community. We have walls painted Behr Pepper Spice regardless of home color, walls painted the color of the adjacent house, walls painted gray, walls painted the color of the trim and walls painted an unidentified tan color. The question is to standardize on one or two colors and allow what we have to continue. **Steve Reed made a motion to standardize on one color (Behr Pepper Spice or its equivalent); Marcia Hahn seconded. Motion passed 5-2.**

iii. **View Fence Privacy Screens (Sec 5.8.5 of the Design Guidelines).**

Tania presented a review of proposed motion along with rationale and examples. Discussion was to move effective date to October 6, 2020. We need to add a bullet that no messaging, lettering, numbers or symbols will be allowed. All screening attached to view fencing and faux greenery will not be allowed and must be removed. **Tania made a motion to accept based upon above changes; Bob Philipps seconded the amended motion. Motion passed 6-1.** Compliance will be enforced after late January 2021.

e. Code of Conduct Discussion.

Section 2.1 of the Association Rules contain a Code of Conduct which was read. Some residents have been subjected to bad behavior in Common Area spaces. If you experience this, it is best to call 911 and be served by the police since the Board is not an investigative body.

f. Contracts.

A proposed Community management contract with AAM and security contract were presented for approval.

- i. The AAM fees are flat from 2020 and Jered is allocated to us for 30 hours weekly. **Bob Philipps motioned to approve; Dave Perry seconded. Motion passed 7-0.**
- ii. The **A3** contract replaces Urban Tactical who was terminated January 1 for cause. A3 handle security and patrol and their service capabilities go beyond this. Their hours are the same as Urban Tactical but we do not pay for travel or lunch time, so there will be a net savings in fees. We are viewing this long-term as A3 has the ability to bring maintenance and installation of gates, surveillance equipment, lift arms and access management software under one service provider. This is a one-year contract. **Steve Reed made a motion to approve the contract; Bob Philipps seconded. Motion passed 7-0.**

g. Financial Review.

Steve Reed gave an overview of the operating and reserve accounts as of November 30, 2020. We are over budget slightly due to gate monitoring expenses and the payment of the engineering study. We are under budget with security. We are in sound financial condition. In 2021, expenses will be very carefully monitored.

We would like to plan board meetings and alternate the day so that we can have more resident participation. All Board Meetings will begin at 5:30pm and the next three were established:

January 21, 2021 – Thursday; February 24, 2021 – Wednesday; March 25, 2021 – Thursday.

6. Homeowner forum.

Questions regarding road striping were answered. Resident suggested we send out minutes in addition to being on website.

7. Meeting adjourned at 7:51pm.

Minutes recorded by Marcia Hahn, LMCA Secretary

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EXHIBIT E

February 2026 Board Meeting Minutes (Appeals Denied)



**LONE MOUNTAIN COMMUNITY
ASSOCIATION**
February 25th, 2026, Open Session Meeting
February 25, 2026 6:00 PM
Teams Meeting
Cave Creek, AZ

MINUTES

Directors Present

Marcia Hahn - President
Betsy Walker - Treasurer
Armando Luna - Secretary
Keith Sutcliffe - Director at Large
Thomas Yacono - Vice President

Directors Absent

None

Additional Attendees

Emily Ottens Community Manager FirstService Residential
Delany Gazaille Regional Director FirstService Residential

I. CALL TO ORDER

Marcia Hahn called the meeting to order at 6:04 p.m. Roll call was taken to establish a quorum. The quorum was met with all five (5) Board members present.

II. MINUTES

A. JANUARY 22ND, 2026 OPEN SESSION BOARD MEETING MINUTES

The Board of Directors reviewed the minutes from the January 22nd, 2026, Open Session Board meeting. A motion was made by Marcia Hahn to approve the minutes as drafted for the January 22nd, 2026, meeting. The motion was seconded by Betsy Walker and opened for discussion. With further discussion to include amending the minutes to state the information provided by Mark Sahl, Esq. with CHDB Law was a legal opinion, the motion to approve the minutes as amended carried with a vote of four (4) Board members. Ty Yacono opted to abstain from the vote due to not being present at the January 22nd, 2026, Open Session meeting.

III. REPORTS

A. PRESIDENT'S REMARKS

Board President Marcia Hahn briefly reminded attendees of Robert's Rules of Order, as outlined during the previous Open Session meeting. She asked that everyone remain respectful of one another, speak only when recognized, address their comments to the floor, and state their name and address before speaking. She also requested that individuals refrain from shouting out comments or talking over one another, including members of the Board of Directors. Ms. Hahn informed the members that the new landscaping vendor, AAA Landscaping will be attending the next Open Session meeting and then turned the floor to Armando Luna to provide a landscape update.

B. LANDSCAPE BRIEFING

Armando Luna provided an update on the efforts made by the new landscaping vendor within the ninety (90) days including tree inventory and mapping, irrigation evaluation and audit, weed treatment, and the development of the trim cycle for the community. Mr. Luna also informed the members that the tree trimming and clearance of the five-foot area behind homes and the open space will be started by the vendor in the coming weeks in addition bolting down the irrigation valve boxes at the parks which were being vandalized.

C. LONE MOUNTAIN GATE DELINEATOR BRIEFING

Ty Yacono reported on the effectiveness of the temporary delineators installed at the Lone Mountain and 60th Street entrance. He informed the members that the number of wrong-way drivers per month decreased significantly from approximately thirty (30) to forty (40) vehicles per month to only one (1) or two (2) per month since the delineators were installed. Mr. Yacono also outlined the geometric differences between the North gate and South gate. In addition, he provided an update on Green Light Traffic Engineering's efforts to enlist the assistance of a civil engineer to develop a more permanent and aesthetically pleasing solution, which will be presented to the Board and the community in the future.

IV. FINANCIALS

A. FINANCIAL SUMMARY & FINANCIALS

Board Treasurer Betsy Walker presented the financial statements for January 2026 and reviewed the Association's current financial position. She reported an approximate \$36,150 increase in operating funds, noting that approximately \$25,000 of the increase resulted from the Association coming in under budget for fiscal year 2025. These funds were retained in the operating account to assist with administrative expenses for the current year. Ms. Walker also reported that reserve funds increased by \$27,869 compared to December 2025. She provided a month-over-month review of key expense categories, including administrative, utilities, landscaping, security, and infrastructure, and compared actual expenditures against both the monthly and year-to-date budgeted amounts. In closing, Ms. Walker outlined the remaining payments associated with the playground shade structure and safety surfacing project. She also reported that the reserve account is currently funded at approximately 87%, exceeding the Association's target funding level of 70%, and stated that the Association is considered well-funded based on this benchmark. After the Board Treasurer's report, the floor was opened for financial-related questions, as had been done at the January 2026 Open Session meeting. The Treasurer then outlined the Association's increased legal expenditures from September 2025 through January 2026, as requested by a few homeowners. She explained that the overage in legal expenses resulted from challenges raised by a small group of members regarding the Association's meeting procedures and policies, beginning in September 2025 with disputes over the annual membership meeting and voting process.

V. NEW BUSINESS

A. BOARD RESOLUTION - OPEN SESSION APPEAL GUIDELINES

The Board of Directors reviewed a Board Resolution drafted by CHDB Law to outline the guidelines for homeowner appeals requested to be heard in Open Session. A motion was made by Marcia Hahn to adopt a Board Resolution outlining the guidelines to hear appeals in Open Session. The motion was seconded by Betsy Walker and opened for discussion. With further discussion to outline the process for hearing the appeals and comments from the floor, the motion carried by a vote of four (4) Board members in favor and one (1) Board member opposed.

B. MOTION TO CHANGE VIOLATION APPEAL FORM

The Board of Directors reviewed an updated appeal form previously discussed during the January 22, 2026, Open Session meeting. The revised form incorporates language provided by CHDB Law regarding the waiver of rights and confidentiality when an owner elects to have their appeal heard in Open Session. A motion was made by Marcia Hahn to amend the appeal form to include a statement advising homeowners that they waive their right to privacy if their appeal is heard in an Open HOA session. The motion was

seconded by Ty Yacono and opened for Board discussion and homeowner comment. Following discussion, the motion to amend the appeal form carried unanimously.

C. PRESENTATION OF LONE MOUNTAIN BOARD PRIORITIES FOR 2026

The Board of Directors presented the Lone Mountain 2026 Board Priorities. A motion was made by Marcia Hahn to adopt the Lone Mountain 2026 Board Priorities dated February 2026. The motion was seconded by Ty Yacono and opened for discussion. The Board outlined its strategic goals, which include ensuring the community is well maintained, aesthetically appealing, financially secure and fiscally responsible, and focused on positive resident experiences. Individual Board members also presented elements of the 2026 action plan associated with these priorities. The floor was then opened for homeowner input. Following discussion and feedback from homeowners, the motion to adopt the Board priorities, with recommended edits and suggestions for 2026, carried unanimously. The finalized Lone Mountain 2026 Board Priorities document will be made available to all homeowners through the Association portal.

D. ESTABLISH A BUDGET REVIEW COMMITTEE

The establishment of a Budget Review Committee whose purpose will be to provide a report to ensure compliance with CCR Section 6.12 and eliminate funding for items that do not comply was added to the agenda as requested by a Board member. A motion was made by Keith Sutcliffe to establish a Budget Committee with interested homeowners and Board members to evaluate the CCRs Section 6.12 to ensure that we're only spending money on what we're allowed to spend money on. The motion failed for lack of a second.

E. ESTABLISH A LANDSCAPE COMMITTEE

The establishment of a Landscape Committee whose members shall have a professional background in relevant industries was included on the agenda as requested by a Board member. Purpose of the Committee shall be to advise the Board on the work of the new landscape company to help assess the quality of work to build a lasting and beneficial relationship with the new company. A motion was made by Keith Sutcliffe to have a landscape committee that could last at least for the first year, make sure we're on the right track with our new vendor and get what we expect and he knows what you know, so he knows what we expect. The motion failed for lack of a second.

F. SIDEWALK REPLACEMENT PROPOSAL

The Board of Directors reviewed proposals for the replacement of sidewalk slabs throughout the community. A motion was made by Marcia Hahn to accept the bid from SFM Construction for the replacement of forty-three (43) sidewalk slabs, plus an entire section of sidewalk at the end of Calle de Pompos that is failing, for a total cost of \$29,460.75, with the funds to come from the reserve account. The motion was seconded by Betsy Walker and opened for discussion. During discussion, it was noted that the proposal includes a two-year warranty and that the vendor can begin work seven (7) to ten (10) days after receiving the required fifty percent (50%) down payment. The discussion was then opened to the floor for Board member and homeowner input. Comments included an overview of narrowing the initial list of sidewalks in need of replacement to focus on those currently presenting potential hazards. Additional input included testing the concrete and obtaining further information from the vendor to better understand why the sidewalks are cracking. Following input from the floor, the motion carried unanimously to accept the proposal from SFM Construction, with the inclusion of compaction verification prior to pouring the concrete and concrete testing.

G. GATE REPLACEMENT PROPOSALS

The Board of Directors reviewed the proposals for replacement of the Lone Mountain and 60th Street exit gate. A spreadsheet and quotes submitted by Board member Keith Sutcliffe were included in the meeting materials and reviewed during the discussion. A motion was made by Keith Sutcliffe to approve the proposal from Cave Creek Welding to repair the exit gate for \$2,400 plus tax. The motion was seconded by Ty Yacono and opened for discussion. Board member Keith Sutcliffe provided additional input explaining the reasoning for bringing the proposal forward. He stated the intent was for the Board to review the cost differences between the bids before moving forward with potential options for replacing the gate with a

different design, as outlined in the Committee Charter. The proposals were discussed, and the matter was opened for homeowner input prior to the vote. Following discussion, the Board voted on the motion to approve the proposal from Cave Creek Welding. The motion failed with a vote of four (4) Board members opposed and one (1) Board member in favor.

VI. SCHEDULING OF NEXT BOARD MEETING

The next Open Session Meeting is scheduled for Tuesday, March 24th, 2026, at 6:00 p.m. The March 2026 Executive Session Meeting is scheduled for Wednesday, March 25th, 2026, at 6:00 p.m. The Board of Directors scheduled meetings for the months of May, June, and July 2026. The May 2026 Executive Session meeting will be held on May 20th, 2026, at 6:00 p.m. The May 2026 Open Session meeting will be held on May 27th at 6:00 p.m. The June 2026 Executive Session meeting will be held on June 23rd, 2026, at 6:00 p.m. The June 2026 Open Session meeting will be held on June 24th, 2026, at 6:00 p.m. The July 2026 Executive Session meeting will be held on July 22nd, 2026, at 6:00 p.m. The July 2026 Open Session meeting will be held on July 29th, 2026, at 6:00 p.m.

VII. HOMEOWNER FORUM - ALL ITEMS

The Board President opened the meeting in accordance with Arizona State Statute 33-1804 (Single Family Homes) and provided homeowners with an opportunity to speak. Homeowner comments included concerns regarding efflorescence observed on Association walls, a request for confirmation of the schedule for the five-foot firebreak abatement, remarks regarding Board member volunteer efforts and unprofessional conduct, concerns with recent legal expenditures incurred by the Association, and an overview on efforts made to reduce the volume of wrong way drivers at the entrances.

VIII. OLD BUSINESS

A. APPEAL - 5929 E. OYER LANE - ERIC AND DEBORAH JOSEPH

The Board of Directors reviewed an appeal regarding a violation notice issued on January 7, 2026, to the owner of 5929 E. Oyer Lane to paint the walls using the community standard color, Behr Pepper Spice, or its equivalent. Eric Joseph, the homeowner of 5929 E. Oyer Lane, attended the meeting and presented highlights from his written appeal. Following the homeowner's presentation of the appeal, a motion was made by Ty Yacono to deny the appeal. The motion was seconded by Armando Luna and opened for discussion. Following the discussion, the motion carried by a vote of four (4) Board members in favor of denial and one (1) Board member opposed.

B. APPEAL - 32476 N. 61ST WAY - WENDY AND ROBERT HENDERSON

The Board of Directors reviewed an appeal regarding a violation notice issued on January 14, 2026, to the owner of 32476 N. 61st Way to paint the walls using the community standard color, Behr Pepper Spice, or its equivalent. Wendy and Robert Henderson, the official homeowners of 32476 N. 61st Way, attended the meeting and presented highlights from their written appeal. Following the homeowner's presentation of the appeal, a motion was made by Keith Sutcliffe to approve the appeal and failed due to lack of a second. A subsequent motion was made by Armando Luna to deny the appeal. The motion was seconded by Ty Yacono and opened for discussion. Following the discussion, the motion carried by a vote of four (4) Board members in favor of denial and one (1) Board member opposed.

C. APPEAL - 6220 E. LONESOME TRAIL - KEITH SUTCLIFFE

The Board of Directors reviewed an appeal regarding a violation notice issued on January 14, 2026, to the owner of 6220 E. Lonesome Trail to paint the walls using the community standard color, Behr Pepper Spice, or its equivalent. Keith Sutcliffe, the homeowner of 6220 E. Lonesome Trail, attended the meeting and presented highlights from his written appeal. Following the homeowner's presentation of the appeal, a motion was made by Ty Yacono to deny the appeal. The motion was seconded by Marcia Hahn and opened for discussion. Following the discussion, the motion carried by a vote of four (4) Board members in favor of denial and one (1) Board member opposed.

IX. ADJOURNMENT

Adjournment

A motion was made by Marcia Hahn to adjourn the meeting at 9:07 p.m. The motion was seconded by Ty Yacono and opened for discussion. With no further discussion, the motion carried unanimously, and the meeting was adjourned.

APPROVED

DATE

EXHIBIT F

HOA Memorandum (February 17, 2026)

A Message from FirstService Residential

3 messages

Lone Mountain Community Association

<Communications@mc.fsresidential.com>

Reply-To: Emily Ottens <Emily.Ottens@fsresidential.com>

To: elkeiling@gmail.com

Tue, Feb 17, 2026 at
2:39 PM

Lone Mountain
c/o FirstService Residential (Scottsdale)
9000 E Pima Center Parkway Suite 300, Scottsdale, AZ 85258
Ph: 480-551-4300

**Lone Mountain Community Association Memorandum to Residents
February 17, 2026**

To address recent questions and comments posed by homeowners, as well as provide context regarding front-facing wall paint requirements and associated appeals that will be heard at the upcoming Open Board Meeting, the following FAQs provides a clear history and explanation of the requirements contained within the Design Guidelines, how the requirements were approved, and how they have been communicated to residents.

Why do HOAs have Design Guidelines?

HOA Design Guidelines are one of the legally binding documents that collectively govern a homeowner's association. The Guidelines are adopted pursuant to the CC&Rs, and contain the rules enacted, and periodically updated, by a homeowner's association to regulate the exterior appearance, structural modifications and landscaping of properties within the community. Their purpose is to ensure aesthetic harmony, maintain community standards, and protect property values by regulating the appearance, modifications, and maintenance of homes. These rules promote a consistent, cohesive neighborhood look, manage architectural changes and prevent / govern disputes between neighbors regarding improvements like fencing, adjoining walls, landscaping, and general property appearance.

Can I rely on information I read on Lone Mountain or other social media sites?

No. The Lone Mountain Community Association [LMCA] and its representatives do not own, control, maintain, officially monitor or participate in any social media sites. Social media sites with the Lone Mountain name attached to them have been established by individuals, which in some cases are known to be residents, who have done so on their own initiative. Residents are responsible for adhering to the LMCA governing documents. To ensure you have accurate information regarding LMCA and its operations, please visit the First Service Residential Portal. If you require additional assistance, contact the property management company through established communication channels. These channels are published each week in the Lone Mountain Minute distributed to residents.

What is an appeal?

An appeal is a formal process that allows a homeowner to challenge an enforcement action, fine, or denied request imposed by the HOA Board or its committees. For example, challenging a fine or request denial they believe may have been issued in error. Appeals also provide homeowners an opportunity to request temporary relief, including extensions, due to extenuating circumstances that could not be anticipated or avoided, such as illness or undue financial hardship. It is not a forum to challenge a board-approved rule solely based on dislike of the rule or denial of a request carried out in accordance with the requirements contained in the Association's governing documents. Except for CC&R changes, which require homeowner approval, governing document changes are addressed when an item is placed on the agenda. The Board spent considerable meeting time addressing this issue at recent open board meetings and did not pass any measures to reverse or change the decision previously approved by board vote.

Why are appeals on the next Open Board Meeting Agenda?

Pursuant to A.R.S. 33-1804, homeowner appeals are typically discussed in a closed Executive Session of the Board to preserve the privacy of the homeowner since Board members may ask clarifying questions to evaluate the form submitted and ask clarifying questions to evaluate the merits of the appeal. However, homeowners have the right under Arizona law to request their appeal be heard by the Board in Open Session. In doing so, they waive their right to privacy regarding matters that may otherwise be protected under law. The Board will be hearing appeals resulting from courtesy letters issued to homeowners who have not yet complied with the standard paint color established for front-facing walls attached to the Dwelling Unit under Design Guideline 5.8.1. This communication informed homeowners that the deadline was extended to March 31, 2026.

How prevalent is non-compliance?

Most impacted homeowners have already painted their walls or are in the process of painting them. Currently, **roughly 10% [or 80] properties remain non-compliant.**

Is the Board changing the CC&Rs?

The Board is **not** changing the Covenants, Conditions and Requirements [CC&Rs]. The CC&Rs are a separate governing document that, in accordance with Arizona law, cannot be changed without presenting an initiative to homeowners for vote and receiving at least 66 2/3% approval. The Board

modified a **Design Guideline** in accordance with Section 5.3 of the CC&Rs which provides that “The Board may adopt, amend and repeal rules and regulations pertaining to (in 5.3ii) minimum standards for any **maintenance of lots**.”

When and why did the Design Guideline change?

In October 2020, the HOA Board asked the newly formed ARC [Architectural Review] Committee to review the Design Guidelines and recommend updates that might be needed following the transition of the Lone Mountain Community Association [LMCA] from the builder to an elected homeowner Board. Specifically, and consistent with its responsibilities, the Board asked the ARC Committee to make recommendations regarding requests received at that time from homeowners regarding the **paint palette selected by Lennar** and adopt color palettes selected by Pulte.

Why was Behr Pepper Spice selected?

Behr Pepper Spice has been used throughout the community from the time the community was established, **except for the front-facing walls within the Lennar neighborhood**. The ARC Committee recommended this color to the Board because it is pervasive throughout the community, blends with the natural landscape, is compatible with all approved color palettes, and compliments the community walls that divide or delineate private property from NAOS (Natural Area Open Space)/washes as well as residential units in the **Pulte, Richmond American and Taylor Morrison** builder neighborhoods.

When did this updated Design Guideline get approved by the HOA Board?

In December 2020, The Board voted to modify the Design Guidelines, which included stipulating Behr Pepper Spice as the standard color to be used on all front-facing walls. To minimize the near-term financial impact on homeowners, they stipulated that the requirement would be phased-in to align with a reasonable repainting cycle for homes. **A deadline for compliance was not established at this time.**

How and when was the updated Guideline communicated to residents?

An email blast was sent to all residents when the change was adopted. In addition, this Design Guideline change was published on the Lone Mountain website hosted by AAM, our prior property management company.

Were residents adhering to the updated guideline when they repainted?

Some did and some did not. As has always been the case, homeowners are responsible for confirming Design Guidelines and requesting ARC approvals for changes to the exterior of their homes. Because ARC approval is not required if a home is repainted the same color, neither ARC nor the property manager was aware these homes had been repainted or whether the front-facing wall was brought into compliance with the Design Standard. With increasing questions regarding the requirements regarding front-facing walls, ARC began advising all residents who submitted a request to change their paint color that the approval included a stipulation that the front-facing wall would be painted Behr Pepper Spice.

What happened in April 2025 to cause the Board to impose a deadline?

It became clear that many homeowners were not adhering to the updated Design Guideline and the uniformity expected over a reasonable number of years would not be achieved in a reasonable timeframe without imposing a deadline. As a result, the Board voted in open session to update Design Guideline 5.8.1 to include a due date of October 25, 2025, for compliance with the standardized front-facing wall color of Behr Pepper Spice. This provided homeowners with six months to comply. While the Behr brand is referenced, it is there to ensure the proper color is purchased by homeowners. Residents are allowed to match the color with a brand other than Behr if they so choose. Please note, we are aware that color-matching is not exact and slight variations will occur.

What type of communication did the HOA issue when the due date of October 25, 2025, was established?

All homeowners were provided notice on April 18, 2025, that an open board meeting would be held on April 22, 2025. An agenda for the meeting, which included this item, accompanied the meeting notice. During that meeting, the Board approved the addition of the deadline to the Design Guidelines. Addition of the deadline was the ONLY change made to Design Guidelines (Section 5.8.1) at that time. The decision was communicated in the Lone Mountain Minute publications issued on April 23, 2025, and again on July 2, 2025. The April 2025 Board minutes and Design Guidelines were posted to the FSR [First Service Residential] Portal and a letter was mailed to each Homeowner in May 2025. To ensure awareness, the Guideline was also posted in both park message boards in May 2025 for 60 days and in the mailbox kiosk signs in May 2025 for 30 days.

What is the purpose of the courtesy letters issued in January 2026?

As a part of their normal duties, FSR performed a compliance review in early January 2026. While the deadline stipulated in the revised Design Guideline was October 25, 2025 [6 months after its passage], it was noted that several homes had not yet complied. As an accommodation to efficiently manage anticipated appeals for extensions, these homeowners were sent courtesy letters by FSR indicating the walls need to be painted Behr Pepper Spice, including an **extension of the deadline to March 31, 2026**.

Were fines assessed for non-compliance? Will they be?

Fines have not been assessed, nor will they be, prior to the March 31, 2026, deadline extension. Fines will be imposed consistent with our governing documents after April 1, 2026. That being said, the Board would rather not issue fines and instead would prefer that all homeowners comply with the Guidelines by April 1, 2026.

Hopefully, these FAQs have clarified the history and intent of the Guidelines and reduce any confusion or misunderstandings resulting from information shared on social media. All residents are encouraged to refer to the Lone Mountain governing documents when questions arise. If clarity is needed, please reach out to the Property Manager.

Sincerely,

Emily Ottens
Community Manager
FirstService Residential
<https://lonemountain.connectresident.com>

Unsubscribe

You are currently subscribed as elkeiling@gmail.com. Please click here to [Unsubscribe](#) if you no longer wish to receive email notifications, or click here to [manage your communication preferences](#).

Evelyn Keiling <elkeiling@gmail.com>
To: Bobby Keiling <rwkeilingphotography@gmail.com>

Tue, Feb 17, 2026 at 3:17 PM