



## **Community Handbook**

### **Design Guidelines, Use Regulations & Rules**



Updated  
June 1, 2020

Estrella Community Services Office  
623-386-1112

[www.LifeInEstrella.com](http://www.LifeInEstrella.com)

# ESTRELLA COMMUNITY HANDBOOK

## DESIGN GUIDELINES, USE RESTRICTIONS & RULES

Welcome to Estrella, the finest master planned community in the West Valley. As a property owner in Estrella, you are automatically an Owner of the Estrella Community Association, The Villages at Estrella Mountain Ranch Community Association (henceforth referred to as Associations), or the CantaMia Community Association. The Associations are incorporated for the purpose of preserving and enhancing the value of the homes and amenities of Estrella. It is the commitment and responsibility of the Associations to ensure a quality lifestyle and to provide for appropriate control of the general architectural theme and maintenance of common areas throughout Estrella.

The foundation for any high quality planned community is the understanding of the Covenants, Conditions and Restrictions (CC&R's) and the cooperation of the property owners. This information was compiled to provide Owners easy access to pertinent design guidelines and procedures as well as rules and regulations. The content of this document is important because it allows the Board of Directors, their managing agent and Owners clear direction and understanding of the expectation of quality for Estrella.

Please take some time to familiarize yourself with this document. Your cooperation and understanding will ensure that Estrella continues to be the exceptional community that each Owner desires.

- Estrella Community Association Board of Directors
- The Villages at Estrella Mountain Ranch Community Association Board of Directors
- Estrella Joint Committee, Inc. Board of Directors
- The CantaMia Community Association, Board of Directors

The authority for this document is provided pursuant to the following:

Estrella Community Association Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements, Article 4 Architectural and Landscaping Restrictions and Control, 4.3 "Guidelines and Procedures", Article 5 Organization of Association, 5.3 "Association Rules" and Article 10 Rights and Powers of Association, 10.2 "Rules and Regulations". The Villages at Estrella Declaration of Protective Covenants and Restrictions, Article III Use and Conduct, 3.2 "Promulgation of Use Restrictions", Article IV Architecture and Landscaping, 4.3 "Guidelines and Procedures" and Article VII Association Powers and Responsibilities, 7.4 "Compliance and Enforcement". Estrella Joint Committee, Inc. By-laws, Article II Powers and Duties of the Joint Committee, 2.3 "Powers" and 2.4 "Duties" and Article IV Board of Directors: Number, Powers, Meetings, 4.19 "Enforcement Rights". These Guidelines are not applicable to the CantaMia Community, non-residential (ie. commercial, schools, churches, etc.) or multi-family residences.

**The Community Handbook attempts to provide uniform guidelines that will apply to all residential properties that are subject to control of two homeowners associations at Estrella; Estrella Community Association (ECA) and the Villages at Estrella Mountain Ranch Community Association (VCA). The Community Handbook must be read with the other applicable governing documents, including the applicable Association's CC&R's, Tract Declarations, rules and other restrictions. In the event of any conflict between the Community Handbook and the other applicable governing documents, the strictest applicable restriction or requirement that can be enforced by the applicable Association will apply.**

# TABLE OF CONTENTS

## COMMUNITY HANDBOOK

<b>1.0 INTRODUCTION</b>	<b>5</b>
Purpose	5
Design Review Committee	5
Covenant Review Committee	5
<b>2.0 COMMUNITY STRUCTURE</b>	<b>5</b>
Location	5
Community Development Principles	6
Community Landscape Character	6
<b>3.0 LANDSCAPE DESIGN GUIDELINES</b>	<b>7</b>
Introduction	7
Guidelines and Standards	8
Submittal Requirements	8
Front Yard Requirements	11
Rear Yard Requirements	13
<b>4.0 PROPERTY DESIGN GUIDELINES</b>	<b>14</b>
Antenna & Satellite Dish	14
Air Conditioning Equipment	15
Artificial Vegetation	15
Clotheslines	15
Construction Activities	15
Construction Hours	15
Containers & Pots	15
Drainage Ways	15
Driveways	16
Equipment & Equipment Screening	16
Exterior Hardware & Accessories	16
Fencing & Walls	16
Fireplaces & Firepits (Gas or Wood)	16
Flagpoles & Flags	17
Fountains & Waterfalls	17
Front Yard Patios	17
Fuel Storage Tanks	17
Garage Doors	17
Gates	17
Gazebos, Ramadas, Shade Structures & Storage Sheds	18
Granite & Boulders	18
Gutters & Downspouts	19
Lighting	19
Painting	19
Patio Curtains	20
Roof or Wall Mounted Equipment	20
Rooms, Garages, Patio Covers, Shade & Accessory Structures	20
Security Doors	21
Security Devices	21
Solar Equipment	21
Stone Applications	21
Structures (Miscellaneous)	21
Swimming Pools & Spas	21
Tennis Courts	22
Walls/Wall Decoration	22
Walkways	22
Windows/Window Coverings	23
Yard Ornamentation	23
Sports and Recreational (Play) Equipment	23
Basketball Goals (Permanent)	23
Sports Courts	23
Play Structures	24
Portable Sports Equipment	24
Trampolines	24

## 5.0 COMMUNITY STANDARDS & USE RESTRICTIONS

24

General Property Restrictions	24	Nuisances	27
Business Activity	25	Vehicles	27
Building Repair	25	Parking	28
Disturbances	25	Parking Waiver Policy	28
Driveway Stains	25	Prohibited Use Areas	29
Firearms/Fireworks	25	Pets	29
Garage Sales	26	Signs and Flyers	29
Garages	26	Timesharing	31
Holiday Decorations	26	Tenants - Rental/Lease Property	31
Landscape Maintenance	26	Trash & Recycling Containers	31
Natural Conditions	26		
Noise	26		

## 6.0 COMMON AREA RULES

32

6.1 Identification	32
6.2 General Common Area Rules	33
6.3 Lake & Yacht Club Rules and Regulations	34

## 7.0 THE CLUBS' RULES

37

7.1 Access to Clubs	37
7.2 General Club Rules	41
7.3 Code of Conduct	43
7.4 Facility Rules	44
7.5 Additional Presidio Facility Rules	46
7.6 Additional Starpointe Facility Rules	56
7.7 Violation of Club Rules and Regulations	50

## 8.0 VIOLATION ENFORCEMENT POLICY

52

8.1 Violation Types	53
8.2 Violation Process Types	53
8.3.1 Standard Violation Process	53
8.3.2 Immediate Violation Process	57
8.4 Self Help Enforcement	58
8.5 Corrective Action	59
8.6 Referral to Legal Counsel	60
8.7 Notices	60
8.8 Cure of Violation during Enforcement	60
8.9 Violation Penalty Options	61

## SCHEDULE OF MONETARY PENALTIES

61

APPENDIX A	Modification Submittal Application & Checklist	65
APPENDIX B	Approved Plant List & Granite Colors	71

## **1.0 INTRODUCTION**

### **Purpose**

The Estrella Community Handbook has been created to assist all Owners of single-family home neighborhoods in understanding the Design Guidelines, Use Restrictions and Rules pertaining to the community. These Design Guidelines, Use Restrictions and Rules affect any proposed single family lot modifications to existing structures or landscaped areas. The Community Handbook also contains Enforcement Procedures.

### **Design Review Committee**

A Design Review Committee (DRC) for each community association at Estrella (Estrella Community Association (ECA), The Villages at Estrella Mountain Ranch Community Association (VCA), and The CantaMia Community Association) has been established to ensure all improvements or any modifications thereto proposed by property owners comply with established design criteria. Initially, the DRC will consist of representatives of the master developer. Subsequently, the DRC will be appointed as provided for in the CC&R's for each respective association. The DRC consists of the New Construction Committee and the Modifications Committee for ECA and Architectural Review Committee for VCA. The CantaMia Association has its own distinct committees.

The Community Handbook may be amended from time to time and it is the responsibility of each resident to obtain and review a copy of the most recently revised version of the guidelines.

### **Covenant Review Committee**

A Covenant Review Committee (CRC) for each community association at Estrella (Estrella Community Association and The Villages at Estrella Mountain Ranch Community Association) has been established to hear appeals by property owners of any violation to the Design Guidelines, Use Restrictions, Common Area Rules or the Clubs' Rules. The Committee is appointed by the Board of Directors as provided in the CC&R's for each respective association.

The role of the Covenant Review Committee (CRC) is:

- Review Design Guideline violation appeals and/or impose penalties.
- Review property Use Restriction violation appeals and/or impose penalties.
- Review Common Area rule violation appeals and/or impose penalties.
- Review the Clubs' rule violation appeals and/or impose penalties.

The Covenant Review Committee (CRC) decides on behalf of the Board of Directors and/or Association personnel all matters regarding the above listed violation appeals.

## **2.0 COMMUNITY STRUCTURE**

### **Location**

Estrella is located within the southwest portion of the City of Goodyear. The community is bounded by Gila River Valley to the north, Rainbow Valley to the south, Buckeye to the west and Estrella Mountain Regional Park to the east.

It is anticipated that, when fully built out, Estrella will be an approximately 20,000-acre, master-planned community. Estrella includes a mixture of single-family residences of varying densities, intermingled with

a balance of existing and proposed commercial, office, institutional, and recreational open-space uses. Planning and design principles have been applied to establish a cohesive, unique environment and incorporate the inherent features of the natural environment.

## **Community Development Principles**

Estrella is a comprehensive mixed-use development designed to integrate quality of life values of the local community.

To formulate the overall development program and design concept of Estrella, the following set of principles have been developed:

- Implement a comprehensive and cohesive program for the physical development of Estrella.
- Promote innovative and creative site and building design and long term maintenance to preserve and enhance property values within the community.
- Provide a system of public community facilities to meet the needs of residents of Estrella.
- Preserve and enhance significant open space lands consistent with the characteristics of the property and incorporate preservation of environmental resources into site planning and design.
- Preserve existing and promote the creation of valuable view corridors from developed areas to existing visual resources.
- Establish a circulation system that meets local transportation needs and encourages the use of a variety of transportation modes.
- Implement a comprehensive recreation element that allows for the integration of public, private and community facilities and provides links to regional recreational facilities.

## **Community Landscape Character**

Estrella is located within the scenic foothills of the Estrella Mountains. The landscape guidelines followed throughout Estrella, and the landscape guidelines found in this document, are intended to create a landscape theme and character for the community that enhances this natural setting while reflecting the unique characteristics of the Estrella lifestyle. Environmental design considerations, including minimizing water usage, creating shade and reducing allergens, are the basis for the landscape requirements established for the community.

Estrella currently has three distinct landscape character zones: Town Lakes Oasis Character Zone, Desert Vista Landscape Character Zone and Custom Home Landscape Character Zone. These character zones establish the aesthetic tone for the community. Approved and prohibited plant lists have been established for each Landscape Character Zone within Estrella to maintain continuity within the community while creating distinctive styles for each area. Other Landscape Character Zones may be created in the future.

*The current character zones are described as follows:*

### **Town Lakes Oasis Landscape Character Zone:**

This area is found within the central core of the community adjacent to the North and South Lake Parks. The boundaries of the Town Lakes Oasis Landscape Character Zone are Estrella Parkway (east), San Miguel Road (south and west) and Elliot Road (north.) This area of the community is characterized by a lush, park-like plant palette that includes palm trees, large shade trees, large open areas of turf grass and other lush plant materials.

### **Desert Vista Landscape:**

Portions of Sonoran Village and Golf Village (excluding custom home areas.) This zone is characterized by a plant palette that is more closely tied to the landscape of the Sonoran Desert. Plants such as native trees, cactus, and shrubs are the predominant theme.

### **Custom Home Landscape Character Zone:**

The custom home parcels fall within this Landscape Character Zone. Please review the Custom Home site Residential Design Guidelines for further description of this Landscape Character Zone. Also note that the Custom Home site Residential Design Guidelines may supersede these Guidelines.

**It is the Home Owner's responsibility to obtain all required local, state and federal authority approvals, permits and adhere to all code requirements.**

## **3.0 LANDSCAPE DESIGN GUIDELINES**

### **Introduction**

The requirements, objectives, standards, and procedures contained within the Community Design Guidelines are intended to establish and maintain a harmonious image for Estrella. Through these Design Guidelines and the design review process, a consensus is achieved between individual aesthetic judgment and the broader interests of community standards.

**The CC&R's require the written approval of the Design Review Committee (DRC) before any change to a site or building exterior of a property is made.**

Owners should contact the Community Services Office or visit the Association's website at [www.lifeinestrella.com](http://www.lifeinestrella.com) to obtain the necessary submittal information and forms.

**No new construction, landscape, remodeling, or exterior changes, including changes in exterior color, are to occur on any Lot or exterior of any property without the prior written approval of the DRC.**

The responsibility of the DRC is:

- To approve or disapprove proposed improvements for building and landscape modifications.
- To ensure construction conforms to the plans as submitted and approved.
- To review reported inconsistencies with prior approved plans and recommend appropriate enforcement actions.
- To develop, review, publish, and maintain standards and guidelines.

It is the Owner's responsibility to ensure that any proposed construction is coordinated with and where applicable, approved by the DRC and other local, state and federal government agencies. The DRC and Association assume no responsibility for obtaining government agency reviews and approvals. The Board may, at its option, grant variances from the Design Guidelines which have been established for Estrella. Variances will be granted only in extenuating circumstances, based upon the determination that a restriction would create an unreasonable hardship or burden upon an Owner, or that a change of circumstances since the adoption of the CC&R's has rendered such a restriction obsolete. All requests

for a variance must be accompanied by full documentation, including what the variance entails and the reason the proposed variance is justified.

Any activity permitted by the variance must not have an adverse effect upon other Owners and must be in keeping with the high quality of life intended for Estrella.

## **Guidelines & Standards**

### **General Principles**

The purpose of the DRC is to ensure consistent application of the Design Guidelines. The Design Guidelines promote those qualities in Estrella, which enhance the attractiveness and functional utility of the community.

### **Maintenance**

All landscaping must 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, tree sprouts, noxious grasses and plant debris and removal of trash. Gravel depth must be maintained in order to ensure full coverage of all unpaved (dirt) landscape areas and irrigation lines. Replacement of dead tree(s) or plant material with a species not listed on the originally approved plant list (see Appendix “B”) requires the prior written approval of the DRC.

Maintenance of the landscape and other incidental landscape items on individual single family lots is the sole responsibility of the owner of the home unless other options have been created by the respective community association.

### **Design Compatibility**

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

### **Workmanship**

The quality of workmanship evidenced in construction must be equal to or better than that of the surrounding properties. In addition to being visually objectionable, poor construction practices can cause functional problems and even create safety hazards. The DRC assumes no responsibility for the safety or liability of new construction by virtue of design or workmanship. Owners are encouraged to use licensed contractors.

### **Submittal Requirements**

The general restriction applying to architectural and landscape activities within Estrella prohibits any structure from being placed, erected, or installed upon any lot, and prohibits any improvements (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting of landscape materials) from taking place without the written approval of the DRC. The DRC has the responsibility to administer these and all other design-related guidelines for the community and review all applications for modifications to existing improvements. These guidelines are not the exclusive basis for decisions of the DRC and compliance with the guidelines does not guarantee approval of any application.

All buildings and structures erected within Estrella must also comply with all applicable City, State or Federal codes. Review and approval of any application is made on the basis of aesthetic considerations only and the DRC shall not bear any responsibility for ensuring the structural integrity or soundness of

approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements.

Plans and specifications for any landscape additions or exterior modifications must be submitted to the DRC. All applications must be directed to:

**Estrella Community Services Office**  
**17665 W. Elliot Road**  
**Goodyear, AZ 85338**

A completed submittal must include, at a minimum:

1. Completed Estrella Modification Submittal Application.
2. A drawing on minimum eight and one-half inch by eleven-inch (8.5"x 11") sheets, legible, drawn to scale (minimum scale 1" = 20') that includes a site plan showing the location, details and drawing of the improvement(s). Depending on the approval requested, the drawing shall include, but is not limited to:
  - site plan (home, driveway and wall locations)
  - lot dimensions, the location and dimensions of the structure or modification
  - setbacks from all property lines
  - elevations
  - paint colors
  - tile and stone cut sheets
  - landscape materials
  - plant species and sizes
3. A building permit may be required from applicable government agencies to construct, enlarge, alter, repair, move, convert or replace any electrical, gas, mechanical or plumbing system. The work to be done is regulated by International Residential Codes, which includes, but is not limited to:
  - pools
  - spas
  - ramadas, gazebos or storage sheds
  - stone veneer applications
  - room additions
  - patio covers or similar structures

It is the Owner's responsibility to acquire all required governmental agency permits prior to construction. To avoid design changes and delays, it is strongly recommended conceptual design approval be received from the DRC prior to submittal to the City of Goodyear.

The DRC meets regularly to review applications for residential landscape additions or exterior modifications. All applicants **must** contact the Estrella Community Services office (623-386-1112) to obtain information on scheduled meeting dates and corresponding submittal deadlines. The committee will process the application as quickly as possible. Incomplete information, however, will cause delays in processing the application. Once the submittal has been reviewed by the DRC, there are three possible findings: Approved, Approved with Conditions or Denied.

1. If Approved, the Estrella Modification Submittal Application will be signed and dated by the DRC and entered into the Owner's file and a letter of approval will be mailed.
2. If Approved with Conditions, Owner does not need to resubmit, but all conditions on the DRC letter must be complied with.
3. If the plan has been Denied, the DRC letter will list the reasons for denial. The Owner shall revise the plans and resubmit corrected, revised drawings to the DRC with a new Estrella Modification Submittal Application. The Owner must have written approval by the DRC before starting any improvement or exterior change. If a plan is denied, a record is placed in the Owner's lot file.
4. Any changes during the review process must be documented and provided to the DRC.

It is the Owner's responsibility to submit for written approval. If the contractor or landscaper is submitting plans, the Estrella Modification Submittal Application must be filled out completely so the DRC has the option of contacting the Owner about possible conflicts or for more information. Some builders at Estrella may provide front yard landscape installation packages as an option to the Owner. These plans have been pre-approved by the DRC and do not require re-submittal.

The DRC shall respond to all Design Review submittals within forty-five (45 ) days of receipt. This includes re-submittals. If you do not receive a response within thirty (30) days, please call the management company for a status report. Remember, you must have written approval before proceeding with a proposed project. No reply does not constitute approval.

The DRC's approval is valid for twelve (12) months and all work associated with submittal must be completed within twelve (12) months from approval date, unless otherwise approved by the DRC. Please be advised that a final inspection may be required to confirm compliance with approved plans. If improvements or construction has commenced prior to the expiration date, a new submittal is not required.

## **Fees**

According to the Amended and Restated Declaration of Covenants, Conditions, Restrictions for Estrella (ECA) and the Villages at Estrella Mountain Ranch (VCA) the DRC may establish and charge any fees to be paid in full prior to review of any applications. Such fees may include the reasonable costs incurred in having any application review by architects, engineers or other professionals.

To the extent that the DRC is required to hire an expert in a particular field to review a submission for approval (for example, hiring an architect for alterations to structures, new construction or additions to existing structures), the owner shall be responsible for the cost incurred by the DRC. The DRC will inform the Owner of the anticipated costs at the time of, or after receipt of, the submission for approval. Owners shall then deposit the anticipated funds with the Association. The submission for approval shall not be considered complete until the funds have been received. If after the plans have been reviewed, there are excess funds, the Association shall return those funds to the Owner. If additional funds are required, the Association shall bill the Owner for additional funds.

## Front Yard Requirements

Front yards within the neighborhoods at Estrella are subject to the guidelines listed below. In addition, the visible side yard of all corner lots must be supplemented with shrubs and accent plants to establish height variations in these areas.

Front yards (and visible side yards of all corner lots) within single family home neighborhoods at Estrella are subject to the following requirements:

1. Front yard modifications on all residential lots must have their landscaping completed within ninety (90) days from start of construction.
2. All landscaping must 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, tree sprouts, noxious grasses and plant debris and removal of trash. Gravel depth must be maintained in order to ensure full coverage of all unpaved (dirt) landscape areas and irrigation lines. Replacement of dead tree(s) or plant material with a species not listed on the originally approved plant list (see Appendix "B") requires the prior written approval of the DRC.
3. Any modifications to approved front yard landscape installations shall comply with this section of this document.
4. The visible side yards of all corner lots must be supplemented with shrubs and accent plants to establish landscape height variation in these areas.
5. Irrigation systems are to be below ground and be fully automated systems in compliance with all applicable plumbing codes for local, state, county and federal agencies. All irrigation systems and landscaping must be designed and "timed" to minimize spray onto streets, driveways, walks and other non-landscaped areas.
6. Front Yard Trees required (minimum)

Specific quantity requirements for front yard trees have been established to create a consistent and desirable streetscape image within single family neighborhoods.

<u>Lot Width*</u>	<u>Large Tree Qty</u>	<u>Small Tree Qty</u>
Less than 50'		2
50' to 100'	1	1
Greater than 100'	1	2

Lot Width: Measured at sidewalk between property lines including driveway and side yard.

Large Tree: greater than 15' in width at maturity Small Tree: less than 15' in width at maturity

\* Exception: Irregularly shaped lots with narrow frontage such as cul-de-sac lots, or flag lots shall provide the same number of trees required on "typical" lots within the same neighborhood. A Saguaro Cactus or an Ocotillo can be substituted as a second tree with the minimum height of four (4) feet.

All trees must be planted a minimum of five (5) feet from driveways, fences, walls, property lines and homes. In addition, trees must be planted a minimum of eight (8) feet away from all sidewalks or from the back of curb if there is no sidewalk present. *Trees must be planted and maintained so that at maturity the tree canopy does not extend beyond property lines and does not encroach onto Owner's roof.*

7. No tree canopy, shrub, or planting of any kind shall overhang or encroach upon any public right-of-way, bicycle path, or any other pedestrian way from ground level to a height of eight (8) feet.

#### 8. Other Plants Required (minimum)

To ensure similar density and coverage of plant material for all lots, the requirements for shrubs, ground covers and accent plants are based on the actual area in square feet of the front yard excluding any sidewalks, driveways, patios or other hardscape elements. Front yards (and visible side yards of all corner lots) are subject to the following minimum requirements:

<u>Lot Width</u>	<u>Shrubs</u>	<u>Ground Cover</u>	<u>Accent</u>
50' or less	8	12	5
50' – 100'	10	15	8
100' or more	12	18	10

Palm trees may only be used within the Town Lakes Oasis Landscape Character Zone as identified in the Approved Plant List. However, since one of the primary objectives of these guidelines is to create a shade-lined streetscape within the neighborhoods, palm trees may not be used to satisfy the required minimum number of front yard trees.

9. Turf currently may be used only in residential front yards of homes in the Town Lakes Oasis Landscape Character Zone subject to the following criteria:

- Turf area may not exceed forty percent (40%) of the total front yard landscape area.
- Turf may not be located in dedicated street right-of-way areas.
- Turf areas must be a minimum of ten (10) feet in width.
- Turf areas must be set back a minimum of five (5) feet from the back of street improvements.
- Turf areas are required to be defined by a concrete, grouted stone or other masonry border (minimum width of four inches). Steel, wood, scalloped concrete and plastic borders are not permitted.
- Turf areas must be irrigated with an automatic underground irrigation system.
- Turf may not be used on a visible side yard of a corner lot.
- Turf grass may not be used within residential front yards (or visible side yards on corner lots) of homes located in the Desert Vista Landscape Character Zone.
- Artificial Turf samples must be submitted for approval prior to installation.

10. Any type of artificial flower, plant or tree is not permitted.

11. Citrus Trees are not permitted in front yards.

12. River rock, volcanic cinders, wood bark or wood chips are not permitted.

## Rear Yard Requirements

Rear yards within single family home neighborhoods at Estrella are subject to the following requirements:

These guidelines pertain to the landscaping of rear yards enclosed by a view fence or solid wall. An Owner with a view fence shall have ninety (90) days from the date of close of escrow to prepare, submit and receive rear yard landscape plan approval from the DRC. With no pool, approved landscape improvements must be completed within (90) days of approval. With a pool approved pool and landscape improvements must be completed within (6) months of approval.

An Owner with a solid wall enclosed rear yard shall have six (6) months from the date of close of escrow to prepare, submit, and receive rear yard landscape plan approval from the DRC; and twelve (12) months to have completed landscaping improvements per the approved rear yard landscape plan.

The DRC has established the following minimum requirements for the landscaping in rear yards to be installed:

1. Landscaping shall collectively consist of trees, shrubs, groundcover and hardscape.
2. The location of planned pools and/or spas shall be noted on the proposed landscape plan. Rear yard areas planned for pools, built-in grill, built-in fireplace, pond or other similar amenity shall provide minimum 2-inches of granite cover if the amenity is not to be part of the initial rear yard landscaping. Any item not to be installed in the requested proposed plan shall be noted as “future” on the plan.
3. Hardscape, or non-permeable paving or surfacing, shall not exceed thirty percent (30%) of the rear yard landscaped area without the prior written approval of the DRC.
4. All areas not consisting of pools, spas or hardscape must be covered by either turf and/or 2-inches of decomposed granite. Rear yard with or without turf must contain no less than one 15-gallon tree, and six 5-gallon shrubs.
5. Installation of an automatic underground irrigation system to properly water all plants, shrubs, turf or groundcover is required. This shall be part of the rear yard landscape plan proposal.
6. Installation of trees shall be no closer than seven (7) feet from property walls, house or patio foundation measured from the center of the tree trunk.
7. Alternative submittals may be approved by the DRC.

## Reclaimed Water

Estrella is one of the largest master planned communities in Arizona using reclaimed water stored in nearly seventy two (72) acres of lakes to irrigate landscaping along miles of streets, acres of open space, tracts and common area, the golf course, commercial, and industrial sites.

**AVOID CONTACT DURING ACTIVE IRRIGATION AND DO NOT DRINK FROM THESE IRRIGATION SYSTEMS!**

Valve boxes for reclaimed waterlines are purple. Reclaimed signage is present in irrigated reclaimed areas. Surrounding natural washes are designated as “navigable waters of the United States”. These are protected and no dumping, discharging of any type of water and no disturbance of any kind is allowed.

## **4.0 PROPERTY DESIGN GUIDELINES**

The construction, erection, or placement of anything, permanently or temporarily, on the outside portions of a home or upon or within a front, side or rear yard, whether such portion is improved or unimproved shall include, without limitation, obtaining the prior written approval of the DRC in accordance with the procedures of the Property Design Guidelines. Such approval shall be subject to the restrictions, requirements and conditions set forth in the applicable governing documents, including CC&R’s, Tract Declarations, Supplements and other Rules and Regulations. The following summarizes some of these items:

### **ANTENNA & SATELLITE DISH**

Unless governed by the Over-the-Air Reception Devices Rule (47 C.F.R. Section 1.4000), i.e., any satellite dish one meter or less in diameter, any antenna that is one meter or less in diameter or diagonal measurement, or any mast less than twelve feet (12’) in height, 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 a dish for AM/FM radio, amateur (“HAM”) radio, Citizens Band (“CB”) radio, Digital Audio Radio Services (“DARS”) signals, non-local television broadcast signals, and any antennas or dish 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 DRC. All non “customer- end antennas,” hub or relay antennas or antennas used to transmit signals to and/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 to - minimize 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 must be located in the rear or side yard of the Lot 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 increase the costs of the installation of the device.
2. If criteria 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, be located on the rear-yard side of the roof, and as low as possible without precluding an acceptable quality signal.
3. 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. Prior approval by the DRC is required for front yard installations.
4. Under no circumstances may a device be mounted on, in, over or otherwise encroach upon an open space, tract, common area or common area wall. The mounting of any device must comply with all applicable safety ordinances and codes.

## **AIR CONDITIONING EQUIPMENT**

No rooftop, window mounted or wall mounted air conditioning equipment is allowed. All ground-mounted air conditioning equipment must be screened from view from adjacent streets, common areas, golf course or neighboring lots by means of a low masonry wall with stucco and painted to match the house.

## **ARTIFICIAL VEGETATION**

Artificial vegetation such as plants and flowers located anywhere which is visible from the streets, sidewalks, common area, golf course or adjacent properties is not permitted.

## **CLOTHESLINES**

Clotheslines or other outside facilities for drying clothes shall not be permitted.

## **CONSTRUCTION ACTIVITIES**

No rubbish, debris or construction material of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, Parcel, open space, tract or common area. Storage Containers (PODS, U-Pack, Cool Box etc...) and dumpsters (collectively "Storage Containers") onsite must contact the Community Services Office to obtain the appropriate parking waiver. Storage Containers may not impede sidewalks or right of ways. Storage Containers must be emptied on a regular basis so that no rubbish or debris is spilling over. All construction equipment and building materials stored on any Lot or Parcel during construction of improvements must only be stored in areas approved by the HOA. Screening of storage areas may be required.

## **CONSTRUCTION HOURS**

Unless otherwise designated in writing by the HOA, working hours for all Lot improvements shall be from 6:00am – 7:00pm April 15<sup>th</sup> through October 15<sup>th</sup> and 7:00am – 7:00pm October 16<sup>th</sup> through April 14<sup>th</sup> Monday through Friday. There shall be no work that creates exterior noise after 7:00pm on Saturday, all day Sunday and the following holidays: January 1<sup>st</sup>, Memorial Day, Easter, July 4<sup>th</sup>, Labor Day, Thanksgiving and December 25<sup>th</sup>.

## **CONTAINERS & POTS**

Pots and landscape containers are permitted only in approved private areas as defined in the section titled "Yard Ornamentation". If more than four (4) decorative pots and landscape containers are used on or adjacent to any house visible from neighboring property, the Containers must be reviewed and approved in writing by the DRC. Pots and landscape containers must not be placed on any property line.

## **DRAINAGE WAYS**

A variety of drainage ways have been designed and constructed to collect and move storm water through Estrella. These major drainage ways also serve as landscaped corridors. These drainage ways should not be blocked in any way, since any alteration in water flow capacity could result in serious flood damage.

## **DRIVEWAYS**

Driveway expansions or extensions over the side yard or front yard are strictly prohibited.

Driveway expansions immediately adjacent to the side of an existing driveway may only be added with the prior written approval of the DRC. The DRC will only allow existing driveways to be expanded a maximum of eighteen inches (18") immediately adjacent to and parallel to both sides of the driveway. All additions must be of the same material and color as existing driveway or a compatible paver accent may be used, if approved. All epoxy or other types of driveway resurfacing must receive prior written approval from the DRC.

Driveways leading to double side yard gates are not permitted. In addition, everything stored behind the gate in the side or rear yard must not be visible above the top of the gate, adjacent wall or otherwise - visible from neighboring property.

## **EQUIPMENT & EQUIPMENT SCREENING**

Placing, operating, or maintaining machinery or equipment of any kind upon any residence is not allowed except for:

1. Machinery or equipment that is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a building, appurtenant structures or improvements thereon,
2. That which Declarant or the Association may require for the development, operation, and maintenance of Estrella, or
3. That which is otherwise previously approved by the DRC.

## **EXTERIOR HARDWARE & ACCESSORIES**

Unless specifically approved, whether for functional or aesthetic purposes, materials such as flues, vents, louvers, flashing, chimney caps, railings, utility boxes and mechanical equipment and metal work of any kind must match the building color of the adjacent surface.

## **FENCING & WALLS**

No modifications such as hanging ornamentation, attaching netting, wire, etc... are to be made to any walls or view fence between an Owner's lot and an adjacent common area.

Painting of the wall on the Owner's side must receive prior written approval from the DRC.

Owners are solely responsible for ensuring that pool fencing meets all applicable pool barrier ordinances. The DRC, however, shall govern all other aspects of pool fencing, including placement, color and configuration.

## **FIREPLACES & FIRE PITS (GAS OR WOOD)**

All permanent exterior fireplaces and fire pits must be submitted to the DRC for approval. Fireplaces must be lower than the adjacent wall and set back a minimum of five (5) feet from the neighboring

property walls and at all times give consideration for a potential nuisance from smoke and hot embers (FIRE DANGER) that could impact your neighbors.

## **FLAGPOLES & FLAGS**

No flagpole or flag will be installed without prior written approval of the DRC. A flagpole shall be limited to a height of twenty feet (20') in residential areas and have a minimum setback of sixteen feet (16') from any property line. Flagpoles must only display the flag of the United States of America (USA) or as otherwise allowed by law. The size of the flag must be of a reasonable size as determined by the DRC. Home-mounted flags are permitted and must be approved by the DRC. All flags and flagpoles must be maintained in good condition in accordance with community standards and the USA flag must be flown in accordance with the Federal Flag Code.

Lanyards and up-lighting must not disturb the peace of the neighborhood. Applications for flagpoles and flags must detail the site location, size, material, color, finish and content of the pole, flag, lanyard, light source/fixture and any other improvements for the intended use.

## **FOUNTAINS & WATERFALLS**

All fountains and waterfalls must be submitted to the DRC for approval. Fountains, ponds, and reflecting pools may be installed in rear yards and in structurally enclosed front courtyards only and shall be limited in height to five (5) feet above the finished grade of the lot. The design of such features must be compatible with the architectural character of the residence.

## **FRONT YARD PATIOS**

Front yard patios may be approved if consistent with the Design Guidelines and the requirements of the DRC. However, such patios may not be used to maintain cooking grills and equipment, picnic tables, and related or similar items which are required to be maintained in rear yards and out of view from the street.

## **FUEL STORAGE TANKS**

On-site storage of gasoline, heating, or other fuels, for purposes other than the operation of lawn mowers, barbecue grills or yard maintenance tools and equipment is not permitted. Propane storage tanks used for outdoor spas must have prior approval from the DRC.

## **GARAGE DOORS**

All garage door upgrades or replacements must be submitted to the DRC for approval prior to installation. Wood, faux wood or other custom garage doors will be considered on a case- by-case basis.

## **GATES**

Gate structures other than those installed by the builder must be approved by the DRC. Unless otherwise approved by the DRC, double gates are not allowed. No gates or other openings are permitted to the common areas or adjacent open spaces. Upon prior written approval of the DRC, and subject to additional landscape requirements, single or double gates (collectively "gates") may be installed to allow access ways to side and rear yards. Gates must be of the same type, design and color as the originally installed single gate in the community, unless otherwise approved by the DRC.

Gates must remain closed at all times so the storage area and items located behind the gates are not visible from neighboring property.

Gate fabrication materials and hardware must be maintained at all times. Examples of not maintaining gate materials and hardware include, but are not limited to, fading, staining, sagging, warping, rusting, and other types of aging or disrepair.

## **GAZEBOS, RAMADAS, SHADE STRUCTURES & STORAGE SHEDS**

Gazebo / Ramada - a solid roofed, stand-alone structure that offers an open view of the surrounding area, typically used for relaxation or entertainment. No part of the structure shall fall within 10' of the fence/wall or exceed 10' in height.

Pergola – a stand-alone archway or structure consisting of a trellised or slatted framework used as a support for trained climbing or trailing plants. No part of the structure shall fall within 5' of the fence/wall or exceed 10' in height.

Gazebos/Ramadas, Arbors, Pergolas and Shade Structures are permitted in rear yards if such structures are consistent with the requirements of the Design Guidelines and the DRC.

Color is to match the color of the house (at minimum, deemed reasonable to blend in with community). Generally, support columns are required to be stuccoed and painted, as approved by the DRC.

No lighting on exterior of any roof is permitted.

Temporary canopies and shade structures must meet setback and height requirements listed above. Fabric material of any type is not permitted to be used as a roof or wall structure.

Storage Sheds or any Solid Structure - a solid roofed, stand-alone structure. No part of the structure shall fall within 10' of the fence/wall.

In general, any attached or detached structures which exceed the height of any adjacent walls, must be constructed of materials that are architecturally compatible with the residence. Approval by the DRC is required. Submittal of construction documents including but not limited to plan and elevation views are required. The location and placement of all storage and accessory buildings are in the sole discretion of the DRC.

Exterior storage areas shall be completely screened, either with landscaping or structural elements, and located as inconspicuously as possible so as not to be visible from neighboring property. Screening elements that are extensions of buildings shall be attractively designed and shall be compatible with the materials and integral with the forms of the residences or related structures.

## **GRANITE & BOULDERS**

Natural desert colored gravel must be used in all non-turf landscape areas. White, green, brick red and/or other “unnatural” colors of gravel are not permitted. The imported gravel shall be ½” to ¾” screened aggregate (minimum 2-inch thick application). Please review the approved color schemes for your neighborhood on Appendix B.

Sufficient gravel depth must be maintained to ensure plant debris free coverage of all dirt areas and irrigation lines.

Use of boulders in the landscape is encouraged to create a natural setting subject to the following criteria:

- Boulders must be “surface select” granite boulders.
- If significant scarring of the boulder surface is present, the boulders should be placed to hide scarring or treated with a man-made desert varnish product such as Eonite or Permeon.
- Boulders shall be installed in natural appearing manner (i.e.: buried approximately 1/3 below grade) and integrated within the landscape including other boulders, berming or landscape materials such as plants, gravel/granite and contouring.
- Boulders shall be a minimum aggregate size of 2’x2’x2’ unless approved by the DRC.

Rip-rap may be used for aesthetic applications subject to the following criteria:

- Rip-rap must be a minimum of 4” that matches or complements the granite used within the community. River rock is not permitted.
- Rip-rap may not be grouted nor placed in gabion baskets unless dictated by erosion or drainage conditions and subject to the approval of the DRC.
- In residential applications, rip-rap may not exceed ten percent (10%) of the total landscape area.

## **GUTTERS & DOWNSPOUTS**

Gutters and downspouts must be submitted to the DRC for written approval prior to installation. The gutter color must match the adjacent surface of the home to which it is mounted. Water must exit on a splash concrete pad or rip rap. Downspout extensions (horizontal to and at ground level) exceeding twelve inches (12”) are not permitted. Plans must include the proposed locations of the gutters and downspouts, the quality of the material to be used and photograph of home showing proposed location.

## **LIGHTING**

All exterior lighting must be approved in writing by the DRC. All exterior lighting must be shielded so that its source cannot be seen from adjacent properties and streets. Spotlights and floodlights are prohibited except for those activated by a motion detector and only when specifically approved by the DRC. Landscape lighting must be low voltage. The use of colored lighting is not allowed.

## **PAINTING**

Any exterior color application (original or new color) for any structure located on a Parcel or Lot (including, but not limited to, house, trim, stucco walls and entry gates) must have prior written approval of the DRC. Approved color schemes for your community are available at the Community Services office.

In order to update the look and feel of the community, original and existing house colors will not be approved if they do not conform to the pre-approved color schemes for each community. These pre-approved color schemes are the only color schemes allowed. Color schemes that allow popouts to be painted an accent color only apply to the front of the house. The rear and side elevation popouts must be painted the body color of the home. No faux paint design or faux finish will be permitted on the

body of the home. Original and existing house colors must also be submitted for approval to verify compliance with this section, and to update the Owner's lot file.

Identical or similar exterior paint colors (as solely determined by the DRC) are not permitted on Lots next to each other. It is a requirement of the CC&R's that an Owner obtain written DRC approval prior to any exterior painting. The color selection must be compatible with, and not depart from, the existing color theme of the subdivision. The approved colors for the house body, fascia, and accent locations must have a flat finish.

The garage and other exterior doors must be painted with a flat or semi-gloss finish. For additional information on painting exterior property line walls, see the "Walls" section.

If an Owner is either painting the home the original color, resides in custom home subdivision or is using a paint manufacturer other than what is on file, an eight and one-half inch by eleven-inch (8.5" x 11") sample of the paint color must be included with the submittal (include manufacturer, color code and color name). Owners must also provide a color photograph illustrating the exact location of where each sample is to be applied (e.g. house, fascia, popouts, garage doors, etc.). The DRC may, at its discretion, require a larger sample be painted on the house, garage door, etc. before rendering a decision.

## **PATIO CURTAINS**

Curtains, drapes and similar (collectively 'Curtains') installed between rear elevation patio columns must be approved by the DRC prior to installation. Curtain color, style and shape of must be compatible with the architectural and color scheme of home and;

1. Are only allowed on the rear yard patio
2. All mounting hardware must be installed on the inside face of the patio so hardware is not visible from neighboring property
3. Must be solid color

Curtain materials and hardware must be maintained at all times. Examples of not maintaining curtains and hardware include, but are not limited to, fading, staining, sagging, warping, rusting, unraveling, tearing and other types of aging or disrepair.

## **ROOF OR WALL MOUNTED EQUIPMENT**

No device, including evaporative coolers and air conditioning units, may be placed on any roof, house or wall, unless screened from neighboring views and Owner receives prior written approval by the DRC.

## **ROOMS, GARAGES, PATIO COVERS, SHADE & ACCESSORY STRUCTURES**

All additions to a home, including patio covers, shade structures and other building additions must be submitted to the DRC for written approval prior to construction. A proposed addition to a single-family home cannot be higher than its existing roof line.

Fabric material of any type is not permitted to be used as a roof or wall structure.

Any alteration or addition to a residence must match architectural details, windows, colors, materials (stucco and roof tile) and set-backs of the homes in the subdivision and, in particular, those of the immediate neighborhood.

New landscape plans (addition of trees, shrubs, etc.) compatible with the neighborhood may also be required.

It is the Owner's responsibility to obtain all required local, state and federal authority approvals and permits after written approval by the DRC. A copy of this permit must be submitted to the management company to be retained in the Owner's lot file.

## **SECURITY DOORS**

All Security doors must be submitted and approved by the DRC.

Security doors shall be of simple design and shall be painted to be compatible with the color scheme of the home.

## **SECURITY DEVICES**

Security devices which are visible from the street, sidewalk, or common area must be submitted and approved by the DRC.

Security Cameras must be directed to only provide coverage of Owner's house and yard and must not include any coverage of areas (i.e. adjacent yards or homes) outside of your property line.

## **SOLAR EQUIPMENT**

Solar Equipment is allowed, however all such equipment must be approved by the DRC prior to installation. State Law allows associations to approve placement of equipment if they do not impair the functioning of the equipment, restricts its use, or adversely affect the cost or efficiency.

## **STONE APPLICATIONS**

Exterior application of stone will be considered on a case-by-case basis by the DRC. When considering the use of stone, note that on some elevations, popouts may need to be removed or modified prior to stone installation so that it creates a continuous uninterrupted field of stone. Some subdivisions or house elevations are not architecturally compatible to accept stone and will not be approved by the DRC.

## **STRUCTURES (MISCELLANEOUS)**

Fountains, waterfalls, sidewalks, built-in barbecues, fire pits, shade structures and canopies of any type are considered on a case-by-case basis and must be submitted to the DRC for approval.

## **SWIMMING POOLS & SPAS**

Prior to construction of a swimming pool or spa (both non-view and view Lots), an Owner must have written approval by the DRC.

1. All swimming pools and pool/spas shall be of the in-ground type, except that above ground spas may be permitted if the spa is architecturally compatible with the residence.
2. All equipment associated with swimming pools and spas shall be screened from view from the street and neighboring property.
3. Height of Waterfalls, Grottos and other structures must be specifically identified on DRC drawing application.
4. Pool plans must include measurements from the back of the house to the rear and side yard property lines. Measurements will be used to determine if all required setbacks, including but not limited to, pool edges, decking, retaining walls, etc. are complied with.
5. Construction must be completed within ninety (90) days from the date of excavation.
6. Pools and spas must not be backwashed into drainage ditches, washes, common landscaped areas, drainage ways, streets, golf course or lakes. If an Owner is required to empty their swimming pool or spa for repairs or other modifications, pool water must be discharged into sewer cleanout located on the Owner's property, per the City of Goodyear adopted policy.

## **TENNIS COURTS**

Private tennis courts are not permitted.

## **WALLS/WALL DECORATION**

### **Front Yard Courtyards**

Front yard courtyards must be a minimum of thirty inches (30") and a maximum of forty-two inches (42") in height. Column heights are reviewed on a case-by-case basis. Landscaping must be installed in front of walls to screen and soften hardscape.

### **Exterior**

On Lots which are visible from neighboring property, open space, tracts, common area, lake or golf course parcels, all privately owned exterior walls, at a minimum, must be painted. Approved exterior wall color schemes for your subdivision are available at the management company's office. If any walls are to be painted, prior written approval by the DRC is required.

### **Retaining**

Retaining walls to construct planters adjacent to any walls are prohibited.

### **Decorations**

Wall decorations are subject to DRC approval, may not be constructed of reflective materials, and must be consistent with neighborhood themes.

## **WALKWAYS**

All walkway or path additions must be approved by the DRC.

## **WINDOWS/WINDOW COVERINGS**

### **New Windows**

All new window replacements must be submitted and approved by the DRC.

### **Exterior Window Coverings**

Window coverings such as awnings, sun screens, roller shades and similar must be approved by the DRC prior to installation. Color, style and shape of awning or roller shade must be consistent with original architectural and color scheme of home. Window or door sun screens must be black or dark brown. Material and framing must be maintained at all times. Examples of not maintaining exterior window coverings include, but are not limited to, fading, staining, sagging, warping, rusting, unraveling, tearing and other types of aging or disrepair.

### **Interior Window Coverings**

No reflective 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.

Within ninety (90) days of occupancy, each Owner must install permanent suitable draperies or window treatments on all interior windows.

## **YARD ORNAMENTATION**

Components such as posts or fences to mark the lot corners, statues, benches, wagons, wagon wheels, representations of animals, weather vanes, bird baths, hanging baskets or any other miscellaneous ornamentation and yard decoration items are not permitted outside private areas and must not be visible from adjacent property.

Approved private areas:

- Partially enclosed courtyards
- Covered porches and porticos
- The portion of the lot near the front entry door of the house enclosed on three side by the home
- The portion of the lot near the front entry bounded by the sidewalk leading from the driveway to the front entry door and the sidewalk of the garage at the entry areas

## **SPORTS & RECREATIONAL (PLAY) EQUIPMENT**

### **BASKETBALL GOALS (PERMANENT)**

A 'regulation' in-ground basketball pole, and associated backboard, hoop and net (collectively "Basketball Goal") are only allowed in the rear and side yards of Lots that are completely enclosed by a six foot (6') high block wall ("Wall"), and must be approved by the DRC prior to installation. A Basketball Goal must have a minimum setback distance of fifteen feet (15') from any property line or perimeter wall to the Basketball Goal pole. Exterior lighting for night time play is prohibited. Full basketball courts of any kind are not permitted.

### **SPORTS COURTS**

Sports/tennis courts will not be allowed on any residential lots, except in special situations as approved by the DRC where the noise and visual impact on neighboring property can be minimized. Lighting of sports/tennis courts is not permitted.

## **PLAY STRUCTURES**

Play structures located in enclosed back yards, that are not visible from neighboring properties do not require approval from the DRC. However, play structures not visible from neighboring properties still must:

1. Contain no platforms more than three feet (3') from the ground.
2. The structure must be setback at least sixteen feet (10') from any wall or property line.
3. Except for Lots backing up to the golf course, lake or other common areas, play structures visible from neighboring properties may be erected in rear yards upon the prior written approval by the DRC subject to the following requirements:
  - The maximum height, including the canopy, is ten feet (10').
  - No platforms shall be more than three feet (3') from the ground.
  - The structure must be at least ten feet (10') from any wall or property line.
  - Wood structures visible from neighboring property must remain natural, be of a neutral color or be painted to match the house.
  - Metal structures that are visible from the neighboring property must be of a neutral color or painted to match the house.
  - Any shade canopy attached to the play equipment cannot exceed twenty square feet (20 sq. ft.) in area, must be a solid color and match the color of the home.

## **PORTABLE SPORTS EQUIPMENT**

When in use, portable sports equipment, including but not limited to, basketball goals, hockey nets, batting cages and tether balls are allowed (temporarily) in the front or backyard of a Lot. However, when portable sports equipment is not in use it must be stored.

## **TRAMPOLINES**

All visible portions of the equipment must be located no closer than ten (10) feet from adjacent property lines. In addition, every reasonable attempt to screen this equipment from a street, common area or neighboring lot should be made, including installation of mature landscaping. The height of this equipment shall be limited to a maximum of ten (10) feet above finished grade.

## **5.0 COMMUNITY STANDARDS & USE RESTRICTIONS**

The following summarizes the key restrictions on the use of property in the community as set forth in the governing document, including CC&R's, Tract Declarations, Supplements, and other Rules and Regulations. Owners must understand and follow these rules so that all residents will find living in Estrella an enjoyable experience.

### **GENERAL PROPERTY RESTRICTIONS**

No portion of a unit but for the entire unit, together with any improvements thereon, may be leased and then only to a single family or person. All leases shall be in writing. The Owner must provide the lessee copies of the Declaration By-laws, and the Use Restrictions. Property Owners are ultimately responsible for all compliances with the CC&R's and these rules on their property.

## **BUSINESS ACTIVITY**

Owner or occupant residing in a unit may conduct business activities within the unit so long as the Owner first obtains written permission from the CRC. Such approval shall be conditioned upon the following restrictions:

- The business must be carried on by a member or members of the family residing in the unit.
- The business is clearly incidental and secondary to the use of the unit for residential purposes and occupies no more than 25% of the unit.
- No one other than the resident(s) of the unit and not more than one employee shall be employed in the business at the unit.
- Existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the unit.
- The business activity is limited to the hours between 7:00 a.m. and 9:00 p.m.
- The business activity does not involve regular visitation to the unit by clients, customers, suppliers, or other business invitees or door-to-door solicitations of residents of properties.
- The street address of the home office is not included in any off-site signs, advertising, or printed material.
- The business activity is consistent with the residential character of the properties and does not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of other residents of the properties, as may be determined in the sole discretion of the CRC.

The Property Owner is responsible for the actions of the occupants of the Owner's residence and guests. Any notice of violation of these Use Restrictions shall be sent to the Owner for remedy or imposition of penalty.

## **BUILDING REPAIR**

No Building, structure, equipment or other items on the exterior of a unit shall be permitted to fall into a state of disrepair. Each Owner is responsible at all times for keeping their homes and structures in good condition and adequately painted or otherwise finished. In the event any home or structure is damaged or destroyed, the Owner is responsible for expeditious repair or reconstruction.

## **DISTURBANCES**

Any activity which emits foul or noxious odors outside a residence or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other residences is expressly prohibited.

## **DRIVEWAY STAINS**

Driveways must be clean of all stains (oil, paint, etc.) The use of oil pans of any type (i.e., cardboard, carpet, plywood, foil or metal pans) is prohibited. The use of cat litter or similar products to cover up oil stains is also prohibited.

## **FIREARMS / FIREWORKS**

Use and discharge of firearms (provided, the Board shall have no obligation to take action to prevent or stop such discharge) firecrackers and other fireworks is prohibited.

## **GARAGE SALES**

Garage sales, yard sales, and driveway sales shall only be permitted when coordinated as a community-wide event by the Association or the Joint Committee.

The administrator of a deceased homeowner's estate may obtain a permit for an estate sale from the Community Services Office.

## **GARAGES**

No garage on a lot shall be used for any purpose other than the storage of vehicles and or household items, and in no event shall any garage be converted to a living area without prior approval from the DRC.

For your safety and security garage doors shall remain closed when not in use. A courtesy notice will be issued for open garage doors after 10pm, if no lights or activity is observed or the property appears unoccupied or vacant.

## **HOLIDAY DECORATIONS**

Given the wide range of worship preference and ethnic backgrounds of the residents of Estrella, the types of decorations to be displayed will not be regulated. However, the DRC has established periods of time that such decorations can be displayed. Seasonal decorations may be displayed from November 1 to January 31, and no earlier than two (2) weeks before and no later than one (1) week after any nationally recognized holiday not falling within the previously mentioned months.

## **LANDSCAPE MAINTENANCE**

All landscaping must 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, tree sprouts, noxious grasses, plant debris and removal of trash. Gravel depth must be maintained in order to ensure full coverage of all unpaved (dirt) landscape areas and irrigation lines. Replacement of dead tree(s) or plant material with a species not listed on the approved plant list (see Appendix "B" of the Design Guidelines) requires the prior written approval of the DRC.

Maintenance of the landscape on individual single family lots is the sole responsibility of the owner of the home.

## **NATURAL CONDITIONS**

Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within Estrella or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution or which uses or disturbs the natural areas are not permitted.

## **NOISE**

Use or discharge of any radio, loudspeaker, horn, whistle, bell, musical instrument or other sound device so as to be audible to occupants of neighboring residences, except alarm devices used exclusively for security purposes, is not permitted.

Electronic devices, such as televisions, computers, speakers, notepads, phones, etc., that are placed outdoors, shall be placed where the noise and light are not heard or seen by neighboring residences.

## **NOISE – EXCESSIVE**

Excessive noise is any sound which annoys or disturbs individuals based upon the place and time that the sound is produced. The Board of Directors has sole discretion to determine when a sound constitutes excessive noise. Examples of excessive noise, include, but are not limited to, the following: the use of outdoor speakers where sound from the speakers can be heard inside a neighboring residence, the use of power tools between the hours of 10:00 PM and 7:00 AM, and consistent shouting/yelling/loud conversation from individual(s) that can be heard inside a neighboring residence.

## **NUISANCES**

No weeds, dead trees or plants, rubbish or debris of any kind may be placed, stored or permitted to accumulate upon any lot.

No hanging or draping of clothes, rags, carpets, or other items visible to adjacent properties is permitted.

No odors or loud noises may be permitted to emit from any lot so as to render the lot unsanitary, unsightly, offensive or detrimental to any other property.

Storage of materials including, but not limited to: gravel, pavers, plants, glass, lumber, drywall, paint, tarps, plumbing or electrical fixtures, or yard maintenance items are not permitted in visible areas for more than 72 hours unless a valid building permit exists for the property. All items must be stored in an enclosed garage or rear yard.

## **VEHICLES**

No motor vehicle classed by manufacturer rating as exceeding three-quarter (3/4) ton, commercial vehicles or equipment, inoperable or unregistered vehicles, mobile homes, recreational vehicles, trailers, travel trailers, truck campers, boats or other watercraft may be parked, maintained or repaired on any Lot or on any street in Estrella other than in enclosed garages.

### **Commercial Vehicles**

Commercial vehicles or equipment including but not limited to; vehicles classed by manufacturer rating as exceeding three-quarter (3/4) ton, box trucks, vehicles with commercial plates, signage, advertising, tool boxes, racks, visible equipment, construction supplies or tools are prohibited from parking in visible areas other than enclosed garages.

Commercial vehicles that cover advertisement or logos with blank magnetic forms are not cited, providing the vehicle does not have visible racks, equipment, construction supplies or tools. Commercial vehicles completely covered with an HOA approved automobile cover will not be cited.

Construction, service and delivery vehicles shall be exempt for this provision during daylight hours for such period of time necessary to provide service or make a delivery to a residence or the Common Area.

No service provider may work, park or store any equipment or vehicle overnight on any street, driveway or common area within Estrella in such a manner as to be visible from a neighboring property or from any street without prior approval from the HOA.

### **Disabled & Stored Vehicles**

Parking a disabled vehicle or storing any inoperable vehicle in the front or rear yard area is prohibited. A vehicle shall be considered “disabled” if it does not have a current license tag or is obviously inoperable.

A vehicle shall be considered “stored” if it remains parked on a driveway for five (5) consecutive days or longer without the written permission of the CRC.

### **Recreational Vehicles & Trailers**

The parking of recreational vehicles, including but not limited to; mobile homes, golf carts, ATVs, UTVs, boats and other watercraft, campers, trailers and utility trailers in places other than enclosed garages is prohibited.

## **PARKING**

Owners, occupants, and guests are prohibited from parking on public or private streets or thoroughfares within Estrella Mountain Ranch.

On street parking is enforced between 12:00 Midnight and 5:00 AM. On street parking is relaxed for the remaining hours of the day to permit parking for service vehicles and day guests. Notices may be issued during the remaining hours of the day for various reasons including a resident vehicle left in the street on a routine basis, parked hindering traffic flow or parking of a repetitive nature.

Parking arrangements for larger, temporary gatherings (such as parties) must be made through the Community Services Office.

Providing the vehicle is not otherwise prohibited, inoperable or unlicensed, vehicles of all Owners, lessees and residents, and of their employees, guests and invitees are to be kept in garages or residential driveways of the Owner whenever such facilities are sufficient to accommodate the number of vehicles at the home.

Vehicles parked in driveways must not extend over sidewalks and must sit completely on driveway. Vehicles are not permitted to park on gravel adjacent to either side of the driveway.

Moving vans, PODS and trash receptacles that must stay overnight must obtain a parking waiver in accordance with section below.

## **PARKING WAIVER POLICY**

### **Guest Parking**

Parking Waivers for Authorized Vehicles such as passenger cars and trucks of owners, residents or visiting guests may be granted for a period of three (3) consecutive nights, but no more than twenty four (24) times per year. Two continuous waivers shall not be granted. On street parking should be limited to the space in front of the residence.

### **Recreational Vehicles**

Waivers may be granted for a period of two (2) consecutive nights, but no more than twice each month. Two continuous waivers shall not be granted.

Waivers are granted for the following:

- Trip departure/preparation – cleaning, loading, preparation prior to trip
- Light maintenance work and cleaning
- Trip return/cleanup – cleaning, unloading, preparation prior to returning RV to storage
- Guest RVs – parking while guest visits a resident

No RV may be used to provide additional living and sleeping space during the waiver.

### **Construction Waivers**

Available for authorized vehicles such as passenger cars and trucks of residents while approved work is underway that prevents resident access to their garage or driveway.

Dawn to Dusk Waivers for unauthorized vehicles to have access onto Lot's yard area related to approved work in progress.

### **PROHIBITED USE AREAS**

All motorized vehicles, including ATVs, UTVs, motorcycles, scooters, go-carts and similar vehicles are prohibited from entering onto any vacant parcel, open space, wash areas, tracts, common areas (including parks), bike paths and walkways.

### **PETS**

Unless otherwise approved by the CRC, no more than a total of three (3) pets (dogs, cats or other usual and common household pets) may be permitted in a residence. Pets which are permitted to roam free, or, in the sole discretion of the CRC, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to other residents shall be removed upon request of the CRC. If the pet owner fails to honor such request, the CRC may remove the pet.

No structure for the care, housing or confinement of any permitted pet shall be visible from adjacent property.

Pets shall be kept on a leash or otherwise confined in a manner acceptable to the CRC whenever outside a residence.

Persons walking pets shall carry a hand held shovel or other instrument designed for removing animal waste from the ground with them at all times and shall remove the pet's waste from the community. Pets shall be registered, licensed and inoculated as required by law.

Pets are not permitted in common area playground areas or on common area playground equipment.

Raising, breeding, or keeping of animals, livestock, or poultry of any kind is prohibited.

### **SIGNS AND FLYERS**

Posting flyers and notices on any property including cluster mailboxes or mailbox monuments is not permitted. Posting of any signs are strictly prohibited, except for the following:

#### **For Sale and For Rent**

For Sale and For Rent signs may be displayed with the following conditions:

- The sign on property must not exceed 24" x 36" in size.
- Sign riders are permitted; they shall not exceed 6" x 36" in size.
- The sign must be placed within the front property lines. Placing a sign in any common area or public right-of-way is prohibited.

#### **Open House Signs**

Open House signs are only permitted between the hours 8:00 AM and 6:00 PM.

1. One sign can be used as a directional sign on the street of the home. No Open House signs can be used at the Estrella Parkway and Elliot intersection.
2. A maximum of six (6) signs per property are allowed:

- One (1) Open House sign on property
  - One (1) Open House sign at the end of the property's street
  - Four (4) Open House signs as stated below in section C.
3. In light of the statute allowing the association to restrict open house signs in the common areas, the association will allow four (4) open house signs to be used for directional purposes in the common areas as follows:
- Signs must be in good repair and maintained.
  - No attachments of any kind may be placed on any Open House sign including, but not limited to balloons, flags and flyers.
  - The person(s) placing the signs is solely responsible for the placement of the sign. Persons are advised to review the City of Goodyear sign regulations.
  - No sign twirlers are permitted within the community.

*Per state statute 33-1808 F2, it states that the association may not limit the hours for an Open House for real estate that is for sale in the planned community, except that the association may prohibit an open house being held before 8:00 am or after 6:00 pm and may prohibit open house signs on the common area of the planned community.*

### **Special Event Signs**

Special Event Signs are permitted in the community under the following conditions:

- The event shall be registered with the Community Services Office.
- The event is defined as open to the public, not a private event (i.e. weddings, birthday parties).
- The sign(s) must not exceed 18" x 24" with a post size of 2" x 2" x 4' tall.
- Sign(s) must comply and are subject to City of Goodyear regulations.
- Sign(s) may be placed the day prior to the event and must be removed within 24 hours of conclusion of event. The sign(s) may not be placed in public right-of-ways.
- Sign(s) content shall be the Name of the Event or "Special Event" with a direction arrow only.
- Sign(s) must comply with the approved Estrella color schemes. Color schemes are available at the Community Services office.

### **Political Signs**

No more than one political sign, not exceeding 24" x 24" in size, pertaining to an election shall be displayed on any Residential Lot earlier than forty-five (45) days prior to an election and shall be removed within seven (7) days after the specific election to which they refer. Posting political signs on Common Areas or on the right of ways is prohibited.

### **Other Signs**

Two professional security monitoring agency signs are allowed, one in the front yard and one in the rear yard.

All contractor signs must include a valid ROC number and must be removed when the job is substantially completed.

The following signs are prohibited:

- Off-site signs (any advertising sign located off the property)
- Vehicle signs or signs mounted or painted on trailers, boats, or vehicles which are parked for display

- Signs attached to utility poles, street lights, traffic signals, trees, fences, fire hydrants, bridges, park benches or other public property
- Portable or temporary signs which advertises a business, commodity, service, entertainment, etc.

### **City of Goodyear:**

For a complete list of sign rules, please read Article 7 of the Zoning Ordinance.

## **TIMESHARING**

Use of any residence for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the residence rotates among participants in the program on a fixed or floating time schedule over a period of years is prohibited, except that Declarant and its assigns may operate such a program with respect to Units which it owns.

## **TENANTS - RENTAL/LEASE PROPERTY**

Agreement Requirements: All rental or lease agreements for Estrella residences must be for a minimum duration of sixty (60) days, and must contain provisions expressly for the benefit of, and enforceable by, the Association notifying the Tenants of the Community Documents and setting forth their agreement to abide by the requirements of the Community Documents.

No residentially zoned property, or any portion thereof, shall be leased or rented for a term of sixty (60) days or less for any purpose, including but not limited to any residential or commercial purpose such as vacation rentals, weddings, or other event rentals.

A valid rental or a lease agreement must include all structures on a lot. Any room, garage, casita or out building shall not be rented separately.

Residence owners must comply with all state, county, city and tax assessors' requirements for residential rental properties. The Property Owner or representing Property Management Company must be available 24/7 to respond to any complaints concerning his/her tenants.

Common Area use is restricted to Property Owners, authorized Tenants and Guests when accompanied by the resident or tenant or when in possession of a Resident Guest Card. Proof of residency may be required. Reference Chapters Six and Seven: Common Area and Club Rules.

## **TRASH & RECYCLING CONTAINERS**

No garbage or trash shall be stored in a yard except in covered containers. Trash & recycling containers may not be stored in the front yard of any home and shall be removed from the trash pick-up area on the same day that trash pick-up service is provided. Trash containers must be stored in the garage, or in rear yards or side yards behind the wall enclosing the side yard where they are screened from view from the street or adjacent properties.

Bulk Trash must be left in the street next to the curb in front of your property. All items should be placed away from electrical boxes, cable boxes, mail boxes, poles, water meters and existing landscape.

Residents are prohibited from placing their bulk trash outside before 6:00 AM on the day prior to trash collection. Contact the City of Goodyear for your pick up schedule and prohibited items.

Any debris that may be remaining after pickup is the resident's responsibility to remove within 48 hours

of pickup.

## **6.0 COMMON AREA RULES**

The following are Rules for Common Areas (excluding the Clubs) in Estrella. Common Areas in the community are defined as:

### **General Common Areas**

General Common Areas include landscaped areas, structures and improvements on property dedicated to the Associations for use by all Estrella residents and their guests. Such Common Areas include North and South Lake parks, Bougainvillea Park, neighborhood pocket parks, neighborhood landscape areas, street-side landscape areas and native areas.

### **Exclusive Common Areas**

Exclusive Common Areas include landscape areas and structures, improvements and roadways on property dedicated to the Associations for use only by a particular Neighborhood's residents and their guests. Such Common Areas include the gated Neighborhood parcels.

## **6.1 IDENTIFICATION**

### **Identification Evidence**

In order to regulate the use of Common Areas, the following identification rules apply:

#### **Residents**

A resident of Estrella is an Owner or Tenant of Property in Estrella that qualifies as follows:

Property with a dwelling unit.

- i. The Owner and persons occupying the Property; or
- ii. The Tenant and persons occupying the Property.

Property without a dwelling unit.

- i. Owner as a person: The Owner and their immediate family (if any.) Immediate family is defined as spouse and related children; or
- ii. Owner as an entity: Two (2) adult persons designated by the entity being a director, officer, partner, trustee, beneficiary or other person related to the entity and as approved by Association management. The designated residents must remain the same for all entity property.

All owners and tenants must show proof of residency to obtain a residents identification card.

Residents 10 years of age and older are required to have on their person an Estrella identification card. Residents under the age of 10 must be able to identify their residence address or phone number or be accompanied by an adult member (over the age of 18) of the residence. Estrella identification cards can be obtained at the Community Services office during regular business hours.

#### **Guests of Residents**

Guests of residents may use the Common Areas when accompanied by the resident or when in possession of a guest pass. Residents may acquire a guest pass for their guest(s) at the Residents

Clubs.

## **Estrella Identification Check**

In order to identify persons as properly using the Common Areas of Estrella, the following process will be used:

1. Request evidence of an Estrella Identification Card or guest pass or Developer issued visitor pass. If none, request a valid Arizona driver's license or other valid form of identification indicating an Estrella address.
2. If none, request the name, address or phone number of the residence in Estrella with whom the person is associated.
3. If none of the above can be provided and validated, the person will be asked to immediately leave the Common Areas.

## **6.2 GENERAL COMMON AREA RULES**

### **Responsibility**

The Property Owner is responsible for the actions of the occupants of the Owner's residence and Owner's guests. Any notice of violation of these Rules shall be sent to the Owner for remedy or imposition of penalty.

### **Behavior**

All obnoxious or offensive activity, which in the reasonable determination of the Association's representatives or agents, tends to cause embarrassment, discomfort, nuisance or discrimination to persons in the Common Areas is prohibited. Resident(s) and/or their Guests causing the noxious or offensive activity will be asked to stop such activity. If the noxious or offensive activity continues after being asked to stop, the Association's representatives or agents will ask the offending resident(s) and/or their guests to immediately leave the Common Areas and issue a Notice of Violation.

In addition, any other action deemed to harm the health, safety or welfare of the Residents, Guests, or Association staff or contractors will be considered a violation of the Common Area Rules.

### **Minors and Curfew**

The City of Goodyear has imposed a curfew requiring that all persons under the age of 16 be in their homes between the hours of 10:00 PM and 5:00 AM and requiring that all persons between the ages of 16 and 17 to be in their homes between the hours of 12:00 AM (midnight) and 5:00 AM. The foregoing restriction is not applicable if a parent or guardian accompanies the minor. In compliance with City of Goodyear curfew, all minors will comply with the terms of the curfew on Common Areas.

### **Alcohol**

The consumption of alcoholic beverages, in reasonable amounts, is permissible by the Residents and their Guests of Estrella who are of legal drinking age in the State of Arizona. The consumption of alcoholic beverages is only permitted inside or the areas immediately adjacent to the South Lake Pavilion and the ramadas in the South Lake Park. No glass or breakable bottles or packaging are allowed in the Common Areas.

### **Motorized Vehicles**

All motorized vehicles, including ATV's "go-peds", motorcycles, scooters, go-carts and similar vehicles are prohibited from entering into any general common areas including washes, trails, retention areas, walkways and parks, except licensed cars and trucks may drive on Exclusive Common Area roadways. Notwithstanding the foregoing, powered wheelchairs and other mobility products for persons with disabilities and electric golf carts that are appropriately licensed with the State of Arizona are permissible on the common area walkways so long as the golf cart is operated by a person 21 years of age or older, and the operation of the golf cart does not endanger any persons nor interfere with the use and enjoyment of the common areas.

### **Use of Common Areas**

The Common Areas including the ramadas, athletic courts and play equipment are to be used on a first-come, first-served basis. The Common Areas may not be reserved, whether overnight or day of use except as defined for the South Lake Park Pavilion. The common areas cannot be used in any for-profit capacity. All members shall respect the rights of others, cooperate and reasonably limit their time of play if other members are waiting to use such facilities, unless otherwise approved by the Board of Directors.

### **Special Events**

The Community and the Developer reserve the right to schedule special events in the Common Areas. Community and Developer special events may involve residents and non-residents of Estrella.

## **6.3 LAKE & YACHT CLUB RULES AND REGULATIONS**

### **Definitions:**

1. "Boat Operator" A person who operates or is in actual physical control of a watercraft while on the water
2. "Passenger" A person who is in a watercraft while on the water, but not in actual physical control of the watercraft while on the water
3. "Parent/Legal Guardian" A person who has the legal authority (and corresponding duty) to care for the personal and property interests of another person
4. "Member" Any Owner shall be a Member of the Association-there shall be only one Membership per Unit. The membership rights of an Owner may be designated from time to time by the Owner in a written instrument provided to the Secretary of the Association
5. "Guests" A person accompanying a Member for the use of Common Areas and Amenities of Estrella

### **Yacht Club Rules:**

1. Yacht Club activities and use are restricted to Members and Guests of Members of Estrella. The Estrella Identification card or Guest pass/wrist band must be presented in order to participate in activities or use the boats at the Yacht Club.
2. Guests must be accompanied by a Member and are not authorized to check out a boat without a Member present
3. No more than two (2) boats may be checked out at any one time to a Member.

4. Boat use is limited to a two (2) hour maximum per operator
5. Boats must be returned to the boathouse in the same condition as when checked out. Damage to Yacht Club boats caused by the boat operator is the responsibility of the boat operator.
6. All Boating Rules, including Federal, State, and local guidelines, apply for use of the Yacht Club boats. Please see "The Boater's Guide of Arizona-A Handbook of Boating Laws and Responsibilities," as a reference

### **Boat Operator Rules:**

#### **I. Prior to operating a boat, all boat operators must:**

- Provide a valid photo identification at check out (which includes date of birth) and Estrella Resident ID card and/or Guest pass/wrist band
- Sign and submit the following forms according to age requirements listed in section 2 below:
  - a) Boating Safety Rules
  - b) Agency Indemnification Agreement
  - c) Boat User Agreement

#### **2. Age Requirements for boat operators:**

- 18 - Over: Must submit forms a, b, and c listed above
- 13 - 17: Must submit forms a, b signed by parent or legal guardian, and c from the list above
- 10 - 12: Must submit forms a, b signed by parent or legal guardian and c from the list above. A parent and/or legal guardian must remain on-shore in a supervisory capacity while the child is in the boat.
- 9 & Under: May not be a boat operator without parent and/or legal guardian accompanying them in the boat. Forms a, b, and c must be submitted by the parent or legal guardian.

If operating a sailboat, boat operator must have passed the Yacht Club Boating Safety course and the Estrella Sail boat class or Parent/Legal Guardian must sign acknowledgement of sufficient boat operating knowledge.

### **Watercraft Rules:**

1. All watercraft are prohibited from entering the beach areas.
2. Boating is restricted to Members of Estrella and their Guests
3. Watercraft with internal combustion engines are prohibited except those operated by the Association

4. Electrically powered boats, pontoon boats and excursion boats may not exceed 20 feet in length and are subject to Community approval.
5. Canoes, kayaks and paddleboats may not exceed 17 feet in length without the prior written consent of the Association
6. Sailboats may not exceed 14 feet in length, 200 pounds in weight nor 85 square feet of sail without the prior written consent of the Association
7. Due to State and County regulations, windsurfers are prohibited
8. All watercraft must be approved and registered with the Association. The Association registration fee is \$10.00 per watercraft. The registration sticker must be attached so as to be readily visible
9. No more than two (2) private watercraft may be registered per family
10. All watercraft must be equipped with Coast Guard approved life preservers for each crewmember and passenger at all times, and life preservers must be worn at all times by users of the watercraft. All applicable Coast Guard regulations must be followed while operating watercraft
11. No boats may be operated after sunset and must be removed from the lakes and the shores of the lakes
12. Watercraft owners and operators must assume all liability for damage to boats, cars, trailers, or other property, or for personal injury to the watercraft user(s)
13. All watercraft must remain 20 feet from shore except to launch or return the craft to shore
14. All watercraft must remain 10 feet from lake aerators. Damage to aerators caused by watercraft will result in the operator being charged the cost of repairs
15. Boat usage is allowed with wind speeds up to 15 MPH. With wind speeds of 15-20 MPH only sail boats are allowed to be used. No boats are allowed to be used when wind speed exceeds 20 MPH. This is a constant/average wind speed with gusts not to exceed 5 MPH over maximum speed.
16. Yacht club will suspend boating if winds exceed 20 MPH with 5 MPH gusts. If 30 minutes pass without reaching this limit the Yacht Club will reopen.

### **Fishing Rules:**

1. Fishing is restricted to Members of Estrella and their Guests.
2. Persons fishing must be in possession of their Estrella Identification or Guest pass/wrist band.
3. Fishhooks shall be barb-less; barbed hooks are prohibited. All fish caught are to be released back into the Lakes.

4. Fishing is done with no more than one line per person and no more than one hook per line. Unattended lines are prohibited.
5. Gigs, spears, explosives, firearms, air rifles, electric devices, nets, traps and bows and arrows are prohibited.
6. Disposing of litter and leaving dead fish in the Lakes or on the shoreline are prohibited.

### **Lake and Beach Rules:**

1. Due to State and County regulations, swimming and wading are prohibited in the Lakes.
2. Drinks are allowed in non-breakable containers only.
3. No animals are allowed within designated beach areas.

## **7.0 THE CLUBS' RULES**

Estrella's recreational complexes, which currently include the Starpointe Residents Club ("Starpointe") and the Presidio Residents Club ("Presidio"), as well as any future complexes, are available for use by residential Owners and occupants, which include tenants, and their guests, provided financial commitments to their Association are current and users abide by the governing documents. Each recreational complex may be referred to generally as a "Club" or collectively as the "Clubs." The Clubs' Membership privileges include the use of the facilities and participation in the programs and classes offered by the Association. This and all policies are subject to change without notice.

The following Rules and Regulations are applicable to all of the Clubs. Provisions applicable to only one of the Clubs are listed at the end of this section.

### **7.1 ACCESS TO CLUBS**

#### **Definitions**

1. Adult: Any person age 18 or older.
2. Association: An all-encompassing reference to the Estrella Joint Committee, Inc., Estrella Community Association, the Villages at Estrella Community Association and any other associations whose members have a right to use the Clubs.
3. Developer: Newland Communities; its successors and assigns.
4. Guest: Any person not listed as a Resident on a Property Record.
5. Manager: Association Community Manager.
6. Owner: The Adult person(s) or entity listed by name as the grantee for the Property.
7. Property: Residential lots or dwelling units in Estrella whose Owner or Tenant has a right of access as provided in a recorded Declaration.

8. **Property Record:** A written record maintained by the Association that establishes all Residents for a Property.
9. **Property Transfer Document:** A written agreement signed by the Owner permitting occupancy of a Property by a Tenant.
10. **Property Use Rights Transfer Record:** A written record provided to the Association by the Owner indicating the transfer of the Owner's use rights for the Property. Owners are not permitted to transfer property use rights for a property if no dwelling unit exists on the property.
11. **Resident:** An Owner or Tenant of Property in Estrella that qualifies as follows:
  - Property with a dwelling unit:
    - The Owner and persons occupying the Property;  
or The Tenant and persons occupying the Property.
  - Property without a dwelling unit:
    - Owner as a person: The Owner and their immediate family (if any). Immediate family is defined as spouse and related children; or
    - Owner as an entity: Two (2) Adult persons designated by the entity being a director, officer, partner, trustee, beneficiary or other person related to the entity and as approved by Association management. The designated Residents must remain the same for all entity Property.
12. **Resident Card:** An identification card issued to Residents age 10 years or older as listed on the Property Record.
13. **Supervised by:** Being in the same portion of a Club with each other and close enough to see and speak with each other at all times.
14. **Tenant:** The Adult person(s), other than an Owner, listed by name on a Property Transfer Document as a tenant or licensee occupying a residential dwelling unit.

## **Resident Access Requirements**

### **Resident Card Regulations**

Before any Resident Cards are issued for a Property, the Owner and/or Tenant must satisfy the following requirements:

1. A copy of the recorded deed for the Property is filed with Association management to establish the Owner of the Property.
2. All information for either of the following Property types must be submitted to Association management:

**Owner Occupied Property:**

The Owner completes the Property Record.

The Owner completes and signs the Release and Indemnification Agreement for themselves and any children.

**Tenant Occupied Property:**

The Owner completes and signs the Property Use Rights Transfer Record.

The Owner returns all Owner controlled Resident Cards for the Property.

The Tenant completes the Property Record.

The Tenant completes and signs the Release and Indemnification Agreement for themselves and any children.

3. All information for the Property must be confirmed before it is accepted by Association management.
4. All required fees must be paid for new cards.

**General Property Record and Card Requirements**

1. All Residents 10 years of age or older when requested will be issued picture identification cards. These cards must be presented to the staff at the front desk when the Resident wishes to use the facility. To obtain a card, you will need to provide proof of age and residency before a member card is issued. A Property is allocated 2 Adult memberships.
2. Properties with more than 2 Adult Residents may purchase a Special Resident Use pass for each Adult over the 2 Adult maximum.
  - Each Special Resident Use pass costs \$25 per month, or \$250 to purchase an annual pass. Fees may be changed by the Association in the future.
  - Each Special Resident Use pass is not refundable, assignable or pro-ratable.
  - A Student aged 21 to 24 actively enrolled in school does not count against the maximum of 2 Adult memberships and will still be provided their own card at no extra cost. The Student must show active, current school enrollment paperwork and proper identification for residence verification.

Active duty military personnel with proper military identification to age 24 will be exempt from any extra Adult membership charge.

**Record Changes**

- Resident changes on an existing Property Record will be charged a Records Change Fee of \$15 each change.

- When a Property changes Owners by deed or changes Tenants by a Property Transfer Document, a Membership Fee of \$100 will be charged.
3. Resident Cards that are lost may be replaced by paying the required fee. For a current approved fee schedule, please contact the Manager. Please note that the fee schedule may be changed without notice.
  4. Resident use rights are not transferable between persons or property.
  5. Proof of Residency may be required for each person listed on the Property Record. Types of proof of Residency may include:
    - Current driver's license with Property address.
    - Current credit card statement or utility bill with Property address.
    - Birth certificate, adoption papers or marriage licenses.
    - Lease.

Falsification of Resident status may result in suspension of access to the Clubs for that Property and may result in fines imposed on the Property. Association management reserves the right to determine resident status.

### **Entry Requirements**

Residents of a Property and their Guests shall not be permitted access to the Clubs when the Property is delinquent in payment of assessments or has outstanding violations of the Community CC&Rs, Community Rules & Regulations or the Club Rules and Regulations.

Residents under the age of 14 must be supervised by a parent, guardian or resident 18 years of age or older while using certain facilities in the Clubs, as further specified in particular provisions below.

During a Club's manned entry desk hours, which may change from time to time without notice, Residents and their Guests must check-in at that Club's entry desk when entering. A Resident Card for each Resident must be presented to gain access and guest fees paid when entering a Club.

Notwithstanding the foregoing, the restaurants in the Clubs are open to the public and may be accessed without paying guest fees during normal business hours. Check in is still required.

### **Guest Access Requirements**

1. Each Property may receive some free Guest passes annually for Guest use of the Clubs and common areas. However, whether Properties will receive any free Guest passes for the year will be determined by the Association on an annual basis. Residents may purchase additional Guest passes as needed.
2. Residents are allowed to bring up to 10 Guests to a Club per household per day.

3. Guests must be accompanied at all times by a Resident of the Property while on a Club's property, and Guests under the age of 14 must be supervised by a Resident of the Property who is 18 years of age or older.

Exception: When a Guest 21 years of age or older is visiting a Resident for three days or more, the Resident may apply in person for extended stay Guest privileges. If granted, this allows the Guest to come to the Clubs, pay the current Guest Fee, or use one of the Property's free use passes, if any, and use the Facility without the Resident accompanying them.

4. Before any use of a Club by a Guest, the Resident is responsible for payment of the Guest entry fee and the Guest must sign the Release and Agreement. Guests under the age of 18 must have their parent, legal guardian or the Adult Resident of the Property sign the Release and Indemnification Agreement.
5. Babysitters/Care providers, who are at least 18 years of age, may accompany Residents under the age of 14 to gain access to a Club. A completed Caregiver Guest form is required. Non-Resident caregivers are not allowed to bring in non-Residents. Guest fees apply for the caregiver.
6. Guests who participate in programs or classes pay any additional fee established for the program or class in addition to the Guest entry fee.
7. Guest passes are only to be used for amenities and events that are not limited in attendance.
8. Limited attendance events will only be open to Guest ticket purchase based on parameters established by the Association for the specific event.
9. Guest passes are not transferrable from Property to Property.
10. Guest passes have no cash value.

### **Visitor Access Requirements**

The Association and Developer have the right to issue visitor passes without payment of guest fees to allow non-resident access to the Clubs.

These rules are subject to change without notice except relating to the Developer's rights.

## **7.2 General Club Rules**

Applies to all indoor and outdoor areas of the Clubs.

1. Smoking is not permitted, except in designated outdoor smoking areas.
2. Alcoholic beverages are only permitted in designated areas of the Residents Clubs, which does not include the Fitness Room or Pool, and subject to all posted rules. Residents are not permitted to bring their own alcoholic beverages into the Clubs or its facilities; all such beverages must be purchased on-site. Alcoholic beverages also may be permitted when allowed by a Rental Agreement for use of a facility. No person under the age of 21 may consume alcoholic beverages at any time.

3. Coolers are permitted, although subject to inspection.
4. No commercial food or drink shall be permitted within the Clubs, except for snacks and drinks. Snacks and drinks are permitted at the Pool area, and water bottles and energy drinks are permitted at the Fitness Room. All other food and beverages consumed at the Clubs must be purchased on-site. All food and beverage related trash must be disposed of properly.
5. Glass containers are not permitted.
6. Radios, boom boxes, Bluetooth speakers, TVs or other auditory equipment are not permitted to be brought into the Club. Personal listening devices are allowed only when used with earphones.
7. Cameras, mobile phone cameras or similar visual recording devices are not permitted in Restrooms, Locker Rooms, Fitness Room or Aerobics Room.
8. Skateboards, scooters, roller blades and motorized vehicles, including, but not limited to, ATV's, "go-peds" and go-carts are not permitted inside the Clubs or on any sidewalks or other grounds adjoining the Clubs, except for parking areas.
9. Facility clothing policy – Conservative attire required.
  - a. At a minimum, shirts, shorts and footwear all in a clean and neat condition are required for entry to a Club.
  - b. Footwear must be worn except when at the Pool.
  - c. Bathing suit cover-ups are required when in a Club. Bathing suits are permitted only in the Locker Rooms, and Pool area. Persons in wet bathing suits may only exit a Club via the Pool exit gate and may not enter a Club beyond the Locker Rooms.
  - d. Foul or derogatory language and/or images is not permitted on clothing.
10. When entry requirements specify that a minor be supervised by a parent, guardian or Resident 18 years of age or older in the building, the guardian must be in the same room as the minor. The behavior of Residents and/or Guests under the age of 14 is the responsibility of the Property Owner or Tenant for safety reasons and to ensure supervision of the child while on the premises.
11. Estrella is not responsible for lost or stolen items. (Do not bring valuables into the Clubs.)
12. Residents are responsible for any damage they or their Guests cause while using the facilities. Each Resident and their Guest is responsible for picking up trash and/or cleaning up any mess they created.
13. Pets are not permitted inside the Clubs. Pets outside the facility, on Club grounds, must be on a leash and accompanied by the Resident. Pets are not permitted at Resident functions held at the Clubs.

14. Residents and their Guests must refrain from any activity which is a nuisance to other Residents, Club staff or Association management or any action that damages Club property.
15. Personal items must be stored in lockers. Everyone must bring their own lock.
16. Any other action deemed to harm the health, safety or welfare of the Clubs' users or occupants will be considered a violation of the Club Rules.
17. Bikes may only be parked in designated bike racks. Failure to do so will be subject to removal.

### **7.3 CODE OF CONDUCT**

1. All Members, residents, occupants, and guests must show respect to other Members, residents, occupants, guests, vendors, Board Members, and staff personnel. All persons must conduct themselves in a civil and courteous manner at all times and must not jeopardize or interfere with the rights and privileges of others. Conduct is considered uncivil or uncourteous if a person is visibly intoxicated, or engages in rudeness, personal attacks, insults, name-calling, or uses derogatory language towards another, or engages in aggressive behavior towards another, or engages in behavior that tends to cause embarrassment or discomfort to others.
2. Loud, profane, indecent or abusive language is prohibited.
3. Harassment or physically aggressive contact of any person by another is prohibited. Behavior will be considered harassing if it is a course of conduct directed at a person(s) that causes the person(s) emotional distress and serves no legitimate purpose. Examples of harassment include, but are not limited to, sexual advances/innuendo, personal attacks, threats, bullying, and criticism or taunting another in a manner likely to provoke a disorderly response. Furthermore, the Association will not tolerate hostility or discrimination toward an individual based on race, color, creed, sex, national origin or age. The Association will not condone such behavior by or from any Member, resident, occupant, guest, vendor, Board Member, or staff personnel in any form.
4. No person's actions shall compromise the safety of another (including, but not limited to, Members, residents, occupants, guests, employees and vendors). All persons using the facilities on the Common Areas shall obey all safety rules and shall cease unsafe activity when directed to do so by Association staff personnel.
5. Abusive use of the equipment and facilities is prohibited.
6. No person shall interfere with the duties of Board Members, management staff, and contractors/vendors. No person shall interfere with the duties of, attempt to discipline, or otherwise direct, the management staff or any contractor/vendor executing a contract in process. All communications with contractors/vendors must go through the President of the Board of Directors or management, or must otherwise be in accordance with Board policy.
7. Members shall report any inappropriate, discourteous, and/or harassing conduct, or conduct believed to be in violation of these rules, to the Manager.
8. Owners are responsible for the conduct of their tenants and Guests.

9. Any Resident or Guest not adhering to the posted or otherwise obvious safety rules may be asked to cease their improper activities. The refusal to do so may result in management staff asking the Resident or Guest to leave the area. Arguing, being abusive, or otherwise challenging management staff may result in disciplinary action.

## 7.4 FACILITY RULES

The following Facility Rules supplement the General Club Rules.

### Fitness Room

1. Children under 14 years of age are not allowed in the Fitness Room, unless involved in an Association class or event – no exceptions.
2. Clothing Policies – Conservative attire required.

Athletic footwear (no sandals), pants/shorts and top are required.

Tank tops and sleeveless shirts are permitted.

Boots, dress shoes, or open-toed shoes are not permitted.

Entire posterior must be covered by clothing. Uncovered sport bras are not permitted.

No excessively short shorts or revealing clothing.

Excessive or dangling jewelry is not permitted.

Bags and back packs must be stored in lockers.

No jeans or street clothes, **work out attire only**.

3. Chewing gum and/or food are not permitted. Water and sports drinks in closed containers are permitted.

4. As a courtesy to others, users will:

Wipe equipment with supplied materials after use.

Put equipment back to stored location after use.

Not drop free weights.

Not excessively grunt to be a distraction to other Residents using the fitness room.

5. Personal listening devices must be provided by the Resident in order to use a Club's audio system. The Clubs provide audio and visual equipment for the enjoyment by all Residents and their Guests. Programs will be set by management staff to suit the interest of the majority.

6. During peak times use of weight or cardio equipment will be subject to a time limitation.

7. Residents and their Guests are to follow instructions on equipment and otherwise ensure proper safety when using all equipment.
8. Persons using exercise equipment do so at their own risk. Persons are advised to consult a physician prior to engaging in exercise activity.

## **Aerobics Room**

Scheduled classes have priority room use.

Clothing policies - same as Fitness Room unless approved for Class reservation.

## **Locker Room**

Lockers and showers are provided for the use of Residents and Guests. You must provide your own towels, toiletries and lock for locker. There is no ownership of lockers. Lockers are available on a first-come, first-serve basis. Lockers can only be used on a daily basis and personal items should be removed prior to the end of each day. Personal locks left on lockers at the close of business will be removed by the Club's staff and thrown away. Personal items should not be left unattended or unsecured in the facility. We are not responsible for lost, stolen or damaged personal property. Chewing gum, food or glass containers are not permitted.

## **General Pool Rules**

1. No lifeguard is on duty. All persons visit the Pool areas at their own risk. The Association and staff are not responsible for accidents or injuries.
2. Persons under the age of 14 must be supervised by a Resident 16 years of age or older at all times for access to the Pool.
3. All swimmers must shower before entering the Pool. No suntan oils.
4. As a preventative measure, two swim diapers must be worn in the Pool. The outer, reusable swim diaper must be comparable to the ones sold by the Club if not purchased at the Club, and an inner, disposable swim diaper must also be worn underneath the outer diaper.
5. Swimmers with a cold, virus, communicable disease, open sores, ear or nasal discharge are not allowed in the Pool. Club staff decisions in these matters are final.
6. Bathing suits with an attached liner must be worn when using the Pool. No jean shorts or cut off shorts may be worn.
7. Conservative attire required. No thongs, see-through swimwear, or other excessively revealing bathing suits are allowed.
8. Personal items should be stored in lockers.
9. Wet swimmers are only permitted in the Locker Rooms or the Pool area.
10. Toys and flotation devices are not permitted in the Pool except for approved exercise equipment, children's safety devices, or noodles.

11. Running, roughhousing, general horseplay, or disorderly conduct is not permitted.
12. Diving and jumping including: somersaults, back dives, cannonballs, preacher seats, can openers, or similar type entries from the edge of the Pool are not permitted.
13. Residents and Guests must supply their own towels.
14. Association scheduled programs have priority in the Pool.
15. Keep all doors and gates closed and latched at all times. Do not prop open.
16. No food or beverages may be consumed in the Pool or within 4 feet of the Pool's edge.
17. Alcohol is not permitted at the pools. Glass containers are prohibited.

## **7.5 ADDITIONAL PRESIDIO FACILITY RULES**

### **Splash Pad**

Use of the splash pad is subject to the General Pool Rules listed above.

### **Demonstration Kitchen Rules**

Use of the demonstration kitchen and its seating area is only permitted as part of Association-sponsored events, or by reservation by Residents for private events subject to the requirements set forth in the Group Rentals Reservation Agreement.

### **Event Lawn / Patio / Grill Rules**

The grill may only be used as part of an Association-sponsored event or a Resident's private event, subject to the requirements set forth in the Group Rentals Reservation Agreement.

The event lawn may be used by Residents and their Guests on a first-come, first-serve basis unless it has previously been reserved for an Association-sponsored event or a Resident's private event, subject to the requirements set forth in the Group Rentals Reservation Agreement. All food and beverages to be consumed on the lawn or patio area must be purchased on-site.

### **Lounge Area Rules**

The lounge area may be used by Residents and their Guests on a first-come, first-serve basis unless it has previously been reserved for an Association-sponsored event. All food and beverages to be consumed in the lounge area must be purchased on-site.

## **7.6 ADDITIONAL STARPOINTE FACILITY RULES**

### **Pre-Schooner Club**

The Pre-Schooner Club is not a day-care facility and provides child-watching services only for Residents and their Guests.

1. In order to use the Pre-Schooner Club, a “Child” must be less than 10 years old, no longer in diapers and be potty trained.
2. Only parents or legal guardians are permitted to drop off and pick up their Child. Each Child must be signed in by their parent or guardian and must be signed out only by the same parent or guardian.
3. Resident must remain in Starpointe for the duration of the child watch. Failure to remain in Starpointe while the Child is in Pre-Schooner Club may result in the loss of privilege to use the Pre-Schooner Club. Residents may reapply for privileges by review with Club Director.
4. Child watch service is subject to 12 children in the Pre-Schooner Club. Child watch is limited to a maximum of 2 hours.
5. Bags, outerwear, and pacifiers must be labeled with the Child’s name.
6. Only spill-proof cups are permitted in the Pre-Schooner Club. No juice boxes/pouches, soda, styrofoam cups, snacks, toys or bottled drinks are permitted.
7. Bare feet are not allowed in the Pre-Schooner Club.
8. A Child will not be admitted to the Pre-Schooner Club if a Child appears sick or exhibits the following conditions:
  - a. Runny nose
  - b. Deep, thick coughs
  - c. Diarrhea
  - d. Rash
  - e. Elevated body temperature
  - f. Red, eyes/eye discharge
9. Staff will do its best to work with any Child who may have special needs.
10. Staff reserves the right to refuse service to any Child who is unable to comply with staff requests and/or causes problems for others.
  - a. Biting - If a Child bites another Child, the parent or guardian is required to remove the Child from the Pre-Schooner Club for the day
  - b. Bad Behavior – The first warning will be verbal, the second warning will be a time out and the third warning will require the parent or guardian to remove the Child from the Pre-Schooner Club for the day.
11. A fee will be charged for using the services of the Pre-Schooner Club.

### **The Board Room and Gallery 1, 2 and 3 Meeting Room Rules**

Room use only permitted by reservation. See Group Rental Policies and Requirements for use.

## **StarSplash Water Park Rules**

1. Use of the Water Park is subject to the General Pool Rules listed above.
2. Swimmers must go through the Locker Rooms and go out the east Locker Room exit door to access the Water Park. Swimmers should exit the Water Park via the Locker Rooms or Pool exit gate.
3. Wet swimmers are only permitted in the Locker Rooms or Water Park.
4. Reservation of the Water Park is only permitted according to Club Rental Policies and Requirements.

### **Water Slide Rules:**

User must be at least 42 inches tall and a maximum of 300 pounds.

User must possess the ability to swim unassisted to the exit closest to the slide used.

One User at a time, feet first sliding only. Jumping from the slides is not permitted.

User must keep hands and feet inside the slide flumes.

Life jackets are permitted. All other flotation devices are not permitted.

User is not permitted to enter slide until instructed by lifeguard.

Metal objects, glasses, jewelry, metal snaps, watches, etc. are not allowed.

### **“Big Dipper” Rules:**

User should enter the “Big Dipper” at designated locations.

Children under the age of 6 must be supervised by an Adult.

One User at a time, feet first sliding only.

User must keep hands and feet inside the slide flumes.

Neither climbing on pipes or handrails nor hanging on pull ropes is permitted.

User is prohibited from jumping or diving off of “Big Dipper”.

Glasses, jewelry, metal snaps, watches, and swimsuits with metal rivets, buttons, or fasteners are not allowed.

## **Lap Pool**

Use of the Lap Pool is for exercise only and is subject to the General Pool Rules listed above.

1. When entering the Lap Pool, take note of the lane speed and place yourself in the appropriate lane according to your speed.
2. If you are joining a lane with one or more persons in it, announce your presence to help avoid collision.
3. Allow faster swimmers the opportunity to pass you if necessary, preferably at either end of the lane.
4. Lap swimmers should maintain the flow of the lap lanes.
5. When resting on the wall - move to the outside corner to allow other swimmers to pass easily.
6. When passing, be aware of oncoming swimmers. Wait to pass if necessary to avoid collisions.
7. During busy times, lap swimmers should remain courteous to other users. Use common sense and remember that the pool accommodates swimmers of all abilities.
8. Hanging on the lane lines is not permitted.
9. Club Manager or their designee will have final say in lane placement if a problem arises.

## **Youth Club**

1. Access to the Club is by Resident Card for Youth ages 10 to age 18. Tailgating through the Youth Club entry door is not permitted.
2. Residents under the age of 10 must be supervised by a Resident 16 years of age or older to enter the Youth Club. The Resident 16 years of age or older must remain in the Youth Club the entire time the Resident under age of 10 remains in the Youth Club area.
3. Guests must be supervised by their Resident at all times in the Youth Club area. Guest access is only available at Club entry desk. Upon payment of the Guest fee at the Club entry desk, a pass will be provided to the Resident for their Guest to gain access to the Youth Club.
4. The Club staff member is in charge of the Youth Club.
  - a. They have the right to ask a person to leave.
  - b. They have the right to call a person's parent.
  - c. They will document unacceptable behavior that can lead to suspension from use of the Club and common areas.
5. No fighting, cussing, or smoking is permitted in the Youth Club.
6. Youth must share time on all games.
7. Youth are expected to assist in cleanup before they leave the Youth Club.

**These rules are subject to change without notice.**

## **7.7 Violation of Club Rules and Regulations**

### **Violation Description**

Any activity in violation of Club Rules and Regulations of the Clubs is deemed a “Violation” under this Enforcement Policy and the Community Restriction Violation Enforcement Process.

### **General Violation of Club Rules and Regulations**

Any violation of Club Rules and Regulations not described in the Specific Violation of Club Rules and Regulations.

### **Specific Violation of Club Rules and Regulations**

- a. Damage to the Clubs’ property.
- b. Any incident which causes closure of the Water Park or Lap Pool.
- c. Violent acts toward persons or property.
- d. Any other act deemed inappropriate by the Director.

### **Club Warning Processes**

#### **I. General Violation of Club Rules and Regulations**

- a. Verbal Warning: Violation of Club Rules and Regulations shall result in a Verbal Warning to the Violator by Club staff with notice that failure to comply may result in fines, suspension, and/or expulsion from the Club.
- b. Verbal Violation Notice: Failure to observe the Verbal Warning by the Violator shall result in a Verbal Notice that the Violator is in violation of Club Rules and Regulations and is expelled from the Club.
  - Should the Violator comply with the Verbal Notice and voluntarily leave the Club, the Violator will be expelled from the Club until after closing of the Club the following day.
  - Failure by the Violator to comply with the Verbal Notice and not leave the Club shall be considered trespassing and shall be subject to fine. Club staff may request assistance from local police to remove the Violator. Failure to leave the Club may also result in the filing of trespassing charges. The Violator will be expelled from the Club until after closing of the Club the following day.
  - Any Violator entering the Club during a period of expulsion shall be considered trespassing and shall be subject to fine. A Verbal Notice will be given to the Violator and Club staff may request assistance from local police to remove the Violator. The Violator will again be expelled from the Club until after closing of the Club the following day.
  - Any Verbal Notice shall result in the filing of a Written Notice of Violation to the Violator.

## **2. Specific Violation of Club Rules and Policies**

- Verbal Notice. Failure to observe the Verbal Warning by the Violator shall result in a Verbal Notice that the Violator is in violation of Club Rules and Regulations and is expelled from the Club.
- Should the Violator comply with the Verbal Notice and voluntarily leaves the Club, the Violator will be expelled from the Club until after closing of the Club the following day.
- Failure by the Violator to comply with the Verbal Notice and not leave the Club shall be considered trespassing and shall be subject to fine. Club staff may request assistance from local police to remove the Violator. Failure to leave the Club may also result in trespassing charges. The Violator will be expelled from the Club until after closing of the Club the following day.
- Any Violator entering the Club during a period of expulsion shall be considered trespassing and shall be subject to fine. A Verbal Notice will be given to the Violator and Club staff may request assistance from local police to remove the Violator. The Violator will again be expelled from the Club until after closing of the Club the following day.
- Any Verbal Notice shall result in the filing of a Written Notice of Violation against the Violator.

## **3. Written Notice of Violation**

If a Resident or their Guest violates the Club Rules and Regulations, Association management shall send to the Owner or Tenant a written Notice of Violation informing the recipient as follows:

- a. The nature, description and location of the Violation; and
- b. The penalty that the Association intends to pursue as a result of the violation; and
- c. The date of the Notice of Violation shall be the "Penalty Date"; and
- d. That any penalty imposed pursuant to the provisions of these Rules and Regulations may apply retroactively to the date of the violation and/or the Penalty Date; however, any fine and/or suspension shall not be imposed until at least ten (10) calendar days following the Penalty Date.
- e. That included in the Notice of Violation will be the opportunity for the Owner or Tenant to request and be granted a hearing by the CRC for the Association prior to any Fine or Suspension being levied upon the Owner or Tenant. The Notice of Violation will allow the Owner or Tenant ten (10) calendar days from the Penalty Date to contact Association management, in writing, to request a hearing on the issue of the Violation. Should the Owner or Tenant fail to contact Association management within ten (10) calendar days of the Penalty Date, that party will have waived its opportunity for said hearing.

## **4. Club Violation Penalties**

The Board or its designee shall determine the penalty for violation of the Club Rules and Regulations. The penalty may involve the levying of fines, suspensions or a combination of both penalties.

#### **A. Suspension**

The violation of Club Rules and Regulations may result in a penalty including Suspension of use of the Club by the Property's Residents and Guests. Notwithstanding any other provision of these Club Rules and Regulations, any suspension imposed by a court order may take effect immediately, rather than waiting ten (10) calendar days from the Penalty Date.

- i. First Violation of Rules: Fifteen (15) days suspension from entering the Club property, unless the circumstances warrant a longer suspension as determined in the sole discretion of the Board.
- ii. Second and subsequent Violations of the Rules: A minimum of thirty (30) days suspension from entering the Club property, the exact duration of any such suspension to be determined in the sole discretion of the Board based on the severity of the circumstances, past history of violations, and any other factors deemed relevant by the Board.
- iii. Should the Property's Residents enter the Club during a period of suspension, the Association will consider the Property's Residents trespassing and subject to criminal prosecution.

#### **B. The violation of Club Rules and Regulations may result in fine(s) imposed upon the Owner or Tenant.**

<b>Violation</b>	<b>Fine</b>
Damage to Club property	\$100.00 plus cost to repair or replace
Violation of Club Rules & Regulations	\$25.00 per occurrence
Failure to leave the Club when requested.	\$50.00 per occurrence

The Association may vary from the above fines based on the nature and number of violations.

**These Rules and Regulations are subject to change without notice.**

## **8.0 VIOLATION ENFORCEMENT POLICY**

*The Board intends to follow the procedures set forth herein, but reserves the right, in its sole and absolute discretion, to vary from the procedures set forth herein due to the unique circumstances of individual situations so as to help ensure that only reasonable fines and enforcement measures are used.*

## **8.1 Violation Types**

### **Design Guideline Violation**

Any improvement of any kind or nature erected, placed or altered on any Lot which has not been first approved by the DRC as defined in 1.2 of this Handbook (hereinafter referred to as “Committee(s)”) or which does not in all respects conform to that which has been so approved is deemed a “Violation” under this Enforcement Policy for all purposes.

### **Property Use Violation**

Any activity or condition allowed to continue on any Lot or in the community that is in direct opposition to the Declarations which is not expressly authorized by the Boards is deemed a “Violation” under this Enforcement Policy for all purposes.

### **Common Area Rule Violation**

Any activity in violation of Community Rules & Regulations in the Common Areas is deemed a “Violation” under this Enforcement Policy for all purposes.

### **The Clubs’ Rules Violation**

Any activity in violation of the Clubs’ Rules is deemed a “Violation” under this Enforcement Policy and the Clubs’ Violation Policy for all purposes. See Section 7.7 for details.

Any infraction of these policies can be appealed to the Covenant Review Committee (CRC) as provided for in Section 1.3.

## **8.2 Violation Process Types**

### **Standard Violation**

A type of violation of the Restrictions and Rules for which the Association uses a Courtesy Letter and Notice of Violation process, as set forth in Section 8.3.1, below.

### **Immediate Violation**

A type of violation of the Restrictions and Rules that the Board of Directors has decided to omit the Courtesy Letter step and to permit a one-step notification process prior to penalties being imposed by the Association.

### **Recurring Violation**

A type of violation that results when a resident fails to initiate corrective action due to a previously noted violation or recurrence of a Standard Violation or an Immediate Violation within one year from the date of correction.

### **8.3.1 Standard Violation Process**

NOTE: Any restrictions imposed by a court order will be enforced immediately, without prior notice.

## **I. Courtesy Letter – First Notice of Violation**

Upon verification of the existence of a Violation by the Management staff (“Management”) of the Associations, Management will send to the Lot Owner a written notice of the discovery of the Violation. The Courtesy Letter will inform the recipient as follows:

- a. The nature, description and location of the Violation, and provision of community documents violated; and
- b. That the Violation must cease within fourteen (14) calendar days from the date of the Courtesy Letter and if appropriate, work on any Improvement must cease immediately and may not resume without the express written approval of Management; and
- c. That if the Violation is corrected or eliminated within fourteen (14) calendar days from the date of the Courtesy Letter, the Courtesy Letter will be deemed corrected; and
- d. That after the Courtesy Letter has been corrected, if the violation recurs within one year from the date of correction, a Notice of Violation may be issued to the Lot Owner;
- e. That, if the violation is not cured within the time frame specified or recurs within one year from the date of correction, the Association intends to impose a fine per the fine schedule; and
- f. That the Lot Owner may request to be heard before the Covenant Review Committee as to the violation along with the process the Lot Owner must follow to contest the Notice of Violation; and
- g. A statement advising the Owner that the Owner has the right to petition for an administrative hearing on the outstanding violation to the Department of Real Estate.

## **2. Second Notice of Violation**

If the Lot Owner fails to remedy the Violation or the corrected Violation recurs or the Lot Owner fails to submit plans and specifications for the offending improvement to the Design Review Committee or if the Design Review Committee has denied approval of the plans and specifications submitted, and the violation is continuing, no earlier than fourteen (14) days from the Courtesy Letter, Management will send to the Lot Owner a written Notice of Violation informing the recipient as follows:

- a. The nature, description and location of the Violation, the failure of the Lot Owner to correct the Violation as previously requested and provision of community document violated; and
- b. The date the violation was observed and the first and last name of the person who observed the violation; and

- c. That the Association has imposed a \$25.00 monetary penalty (or such other amount as noted in the Schedule of Monetary Penalties) on the Lot Owner; and
- d. That the Violation must cease within fourteen (14) calendar days from the date of the Notice of Violation and if appropriate, work on any Improvement must cease immediately and may not resume without the express written approval of Management; and
- e. That if the Violation is corrected or eliminated within fourteen (14) calendar days from the date of the Notice of Violation, Notice of Violation will be deemed corrected; and
- f. That after the Notice of Violation has been corrected, if the violation recurs within one year from the date of correction, a Recurring Notice of Violation may be issued to the Lot Owner; and
- g. That failure to remedy the violation or cease work on any subject improvement will result in the Association electing to pursue any one or more of the remedies available to the Association under the Declaration or this Enforcement Policy, including, but not limited to, imposing fines per the Fine Schedule; and
- h. That the Lot Owner may request to be heard before the Covenant Review Committee as to the violation along with the process the Lot Owner must follow to contest the Notice of Violation
- i. A statement advising the Owner that the Owner has the right to petition for an administrative hearing on the outstanding violation to the Department of Real Estate.

### **3. Third Notice of Violation**

If the Lot Owner fails to remedy the Violation or the corrected Violation recurs or the Lot Owner fails to submit plans and specifications for the offending improvement to the Committee or if the Committee has denied approval of the plans and specifications submitted, and the violation is continuing, no earlier than fourteen (14) days from the Second Notice of Violation, Management will send to the Lot Owner a written Third Notice of Violation informing the recipient as follows:

- a. The nature, description and location of the Violation, the failure of the Lot Owner to correct the Violation as previously requested and provision of community document violated; and
- b. The date the violation was observed and the first and last name of the person who observed the violation; and
- c. That the Association has imposed a \$50.00 monetary penalty (or such other amount as noted in the Schedule of Monetary Penalties) on the Lot Owner; and
- d. That the Violation must cease immediately and if appropriate, work on any improvement must cease immediately and may not resume without the express written approval of the Committee; and

- e. That if the Violation is corrected or eliminated either within fourteen (14) calendar days from the date of the Notice of Violation, Notice of Violation will be deemed corrected; and
- f. That after the Notice of Violation has been corrected, if the violation recurs within one year from the date of correction, a Recurring Notice of Violation may be issued to the Lot Owner; and
- g. That failure to remedy the violation or cease work on any subject improvement will result in the Association electing to pursue any one or more of the remedies available to the Association under the Declaration or this Enforcement Policy, including, but not limited to, imposing fines per the Fine Schedule; and
- h. That the Lot Owner may request to be heard before the Covenant Review Committee as to the violation along with the process the Lot Owner must follow to contest the Notice of Violation.
- i. A statement advising the Owner that the Owner has the right to petition for an administrative hearing on the outstanding violation to the Department of Real Estate.

#### **4. Fourth and Subsequent Notices of Violation**

If the Lot Owner fails to remedy the Violation or the corrected Violation recurs or the Lot Owner fails to submit plans and specifications for the offending improvement to the Committee or if the Committee has denied approval of the plans and specifications submitted, and the violation is continuing, after the Third Notice of Violation, Management will send to the Lot Owner a written Fourth Notice of Violation informing the recipient as follows:

- a. The nature, description and location of the Violation, the failure of the Lot Owner to correct the Violation as previously requested and provision of community documents violated; and
- b. The date the violation was observed and the first and last name of the person who observed the violation; and
- c. That the Association has imposed a \$100.00 monetary penalty (or such other amount as noted in the Schedule of Monetary Penalties) on the Lot Owner; and
- d. That the Violation must cease immediately and if appropriate, work on any improvement must cease immediately and may not resume without the express written approval of the Committee; and
- e. That if the Violation is corrected or eliminated either within fourteen (14) calendar days from the date of the Notice of Violation, Notice of Violation will be deemed corrected; and
- f. That after the Notice of Violation has been corrected, if the violation recurs within one year from the date of correction, a Recurring Notice of Violation may be issued to the Lot Owner; and

- g. That failure to remedy the violation or cease work on any subject improvement will result in the Association electing to pursue any one or more of the remedies available to the Association under the Declaration or this Enforcement Policy, including, but not limited to, imposing fines per the Fine Schedule; and
- h. That the Lot Owner may request to be heard before the Covenants Review Committee as to the violation along with the process the Lot Owner must follow to contest the Notice of Violation.
- i. A statement advising the Owner that the Owner has the right to petition for an administrative hearing on the outstanding violation to the Department of Real Estate.

### **8.3.2 Immediate Violation**

#### **I. Notice of Fine**

If the Lot Owner violates certain Restrictions and Rules, as established by the Board of Directors, Management shall send to the Lot Owner a written Notice of Fine informing the recipient as follows:

- a. The nature, description and location of the Violation, and provision of community document violated; and
- b. The date the violation was observed and the first and last name of the person who observed the violation; and
- c. That the Notice shall inform the Owner of the Violation and the penalty that the Association intends to pursue as a result of the violation. The date of the Notice of Fine shall be the “Penalty Date”; and
- d. That any penalty imposed pursuant to the provisions of Section 8.9, Violation Penalty Options, may apply retroactively to the date of the violation and/or the Penalty Date; however, any fine and/or suspension shall not be imposed until at least fourteen (14) calendar days following the Penalty Date; and
- e. That included in the Notice of Fine will be the opportunity for the Lot Owner to request and be granted a hearing by the Covenants Review Committee prior to any Fine or Suspension being levied upon the Lot Owner. The Notice of Fine will allow the Lot Owner fourteen (14) calendar days from the Penalty Date to contact Management, in writing, to request a hearing upon the issue of the Violation. Should the Lot Owner fail to contact Management within fourteen (14) calendar days of the Penalty Date, that party will have waived its opportunity for said hearing.
- f. A statement advising the Owner that the Owner has the right to petition for an administrative hearing on the outstanding violation to the Department of Real Estate.

### **2. Immediate Violation Types**

- a. Damage to Common Area and/or property
- b. Motorized equipment in Common Area
- c. Violations of the Custom Home Residential Design Guidelines, Production Homebuilder or Secondary Building guidelines
- d. Posting of prohibited signs
- e. Unauthorized parking of mobile homes, campers, trailers or boats
- f. Entering the Common Area while under penalty of suspension
- g. Threats or actions deemed to harm the health, safety or welfare of residents, Guests, or Management or contractors in the Common Areas.
- h. Recurring violations
  - Notice of Violation and subsequent violations of the same corrected Recurring Violations
  - Notice of Violation and subsequent violations of the same corrected Immediate Violations
- i. Other violations that may arise, as determined by the Board of Directors.

## **2.1 Waiver of Initial Notice**

The Board of Directors of the ECA, VCA, and EJC shall retain the right and authority to not send a Notice of Fine or levy fines when, in its sole judgment, the Violation is considered of a type or severity that requires immediate correction. Management shall be authorized to immediately proceed to the procedures for Corrective Action or Referral to Legal Counsel, as set forth in Sections 8.5 and 8.6 of this Violation Enforcement Policy.

## **8.4 Self Help Enforcement**

Self Help is corrective action of a Violation that the Association, through Management, performs per the applicable Declaration. The Association can perform self help following fourteen days written notice to the Lot Owner of the Association's intention to utilize self help. The Association may proceed with the self help process at any time in the routine violation process, if the violation becomes a safety or security issue, is a nuisance or substantially detracts from or affects the appearance or quality of any neighboring Lot, Parcel or other area. If the Association proceeds to correct the violation, the cost incurred by the Association shall be treated as a Specific Assessment and a lien on the Lot. The Association's cost will include a \$150.00 Administration Fee plus any other costs incurred to correct the violation.

### **8.4.1 Notice of Recurring Violation**

**I. Recurring Violation is a failure to:**

- a. Cease all work immediately upon receipt of the Notice of Standard Violation or upon receipt of the Immediate Notice of Fine.
- b. Remedy the current violation existing upon the Lot within fourteen (14) calendar days of the date of the Notice of Standard Violation or of the Immediate Notice of Fine.
- c. Recurrence of a violation within one year from the date of correction of a Notice of Standard Violation or of an Immediate Notice of Fine.

**2. Recurring Violation may result in one or more of the following penalties:**

- a. A monetary penalty being imposed by the Association against the Lot Owner, or
- b. Correction of the Violation by the Association through self help at the expense of the Lot Owner with the Association imposing a Specific Assessment against the Lot Owner, which may be recorded as a lien against the Lot, or
- d. Suspension of use of the Common Areas, or
- e. Any other remedy under law or at equity, the Declarations or this Enforcement Policy, including but not limited to injunctive relief.

A written Recurring Notice of Violation shall be sent to the Lot Owner informing the recipient of the recurring violation and the penalty that the Association intends to pursue as a result of the recurring violation. The date of the Recurring Notice of Violation shall be the "Penalty Date".

#### **8.4.2 Penalty Structure**

Any penalty imposed pursuant to the provisions of Section 8.9, Violation Penalty Options, may apply retroactively to the Penalty Date, but shall not be imposed until at least fourteen (14) calendar days following the Penalty Date.

#### **8.4.3 Hearing**

Included in the Notice of Recurring Violation or Notice of Fine will be the opportunity for the Lot Owner to request and be granted a hearing by the Covenant Review Committee prior to any monetary penalty, Specific Assessment or suspension being levied upon the Lot Owner. The Notice of Recurring Violation or Notice of Fine will allow the Lot Owner fourteen (14) calendar days from the Penalty Date to contact Management, in writing, to request a hearing upon the issue of the Recurring Violation or Notice of Fine. Should the Lot Owner fail to contact Management within fourteen (14) calendar days of the Penalty Date, that party will have waived its opportunity for said hearing.

#### **8.5 Corrective Action**

Where a Violation is determined to exist and referred to the Board of the Association, pursuant to any provision of this Enforcement Policy, the appropriate Board may approve Management, to cause the Violation to be corrected, removed or otherwise abated by qualified contractors, if Management, in its reasonable judgment, determines the Violation may be readily corrected, removed or abated without undue expense and without breach of the peace. Where Management decides to initiate any action by qualified contractors, the following will apply:

1. Management must give fourteen (14) days prior written notice of undertaking the action to the Lot Owner and any third party directly affected by the proposed action of whom the Association is aware. The foregoing notice may be given at any time.
2. Costs incurred in correcting or eliminating the Violation will be referred to the appropriate Association to be recovered from the Lot Owner as a Specific Assessment as set forth in the applicable Declaration.
3. The Association, its agents and contractors will not be liable to the Lot Owner or any third party for any damages or costs alleged to arise by virtue of action taken under Section 8.5, where the Association and its agents have acted reasonably and in conformity with this Enforcement Policy.

## **8.6 Referral to Legal Counsel**

Where a Violation is determined to exist and is referred to the Board pursuant to any of the provisions of the Enforcement Policy and where Management deems it to be in the best interests of the Association, the Board may, at any time during the enforcement process, refer the Violation to legal counsel for action seeking injunctive relief against the Lot Owner to correct or otherwise abate the Violation, or to pursue any other legal or equitable remedy that may be available to the Association.

## **8.7 Notices**

1. Any notice required by this Enforcement Policy to be given, sent, delivered or received in writing will be deemed to have been given, sent, delivered or received, as the case may be, upon the earlier to occur of the following:
  - a. When the notice is delivered by telecopy, the notice is deemed delivered when the sender received a facsimile confirmation acknowledging delivery of the telecopy.
  - b. When the notice is placed into the care and custody of the United States Postal Service (USPS), the notice is deemed delivered as of the post date the notice is deposited into a receptacle of the USPS with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association.
2. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where Owner has otherwise acted so as to put the Association on notice that its interests in a Lot has been and is being handled by a representative or agent, any notice or communication from the Association or Management pursuant of this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

## **8.8 Cure of Violation during Enforcement**

A Lot Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by Management that the Violation has been corrected or eliminated, the Violation will be deemed corrected. The Lot Owner will remain liable for all costs and monetary penalties under the Enforcement Policy, which costs and monetary penalties, if not paid upon demand thereof by Management, will be referred

to the Association for collection. If the Association hired legal counsel, the Lot Owner may also be responsible for the Association's attorney's fees incurred by the Association prior to the Association confirming that the violation has been corrected.

## 8.9 Violation Penalty Options

### Monetary Penalty Schedule

The following Schedule of Monetary Penalties replaces all previous versions of the Schedule. This Schedule of Monetary Penalties applies to all properties in Estrella including the Estrella Community Association and Villages at Estrella Mountain Ranch, and Estrella Joint Committee, Inc. (referred to collectively as Associations). Any monetary penalties imposed by the Associations shall be implemented according to the Estrella Violation Enforcement Policy. Although the Association intends to follow the following monetary penalty schedule in most situations, the Association may vary from the monetary penalties set forth below depending on the nature of the violation and the number and type of violations, both present and past.

### SCHEDULE OF MONETARY PENALTIES

#### Architectural Restrictions

	<u>Monetary Penalty</u>
1. New home construction without approval.	\$100.00 plus \$25.00 per day until plans submitted for review.
2. Existing home additions/alterations	\$50.00 plus \$25.00 per day without approval until plans submitted for review
3. All other changes to yard without approval	\$50.00 plus \$25.00 per day until plans are submitted for review.
4. Access adjoining property without written permission from property owner.	\$100.00 per daily occurrence + landscape restoration costs
5. Sani-can, dumpster and any other materials placed in street or sidewalks without prior approval	\$25.00 per day
6. Lack of trash cleanup from building site.	\$50.00 per day
7. Allowing trash to be transported to property beyond the building site.	\$100.00 per daily occurrence
8. Any other violations of the Construction Standards and/or Requirements of the Custom Home, Production Home and Secondary Building Guidelines	\$25.00 per daily occurrence

#### Use Restrictions

#### Monetary Penalty

1. On street parking	\$25.00, \$50.00, \$100.00
2. Parking off lot paved area	\$25.00, \$50.00, \$100.00

3.	Inoperable vehicle in driveway or lot	\$25.00, \$50.00, \$100.00
4.	Boat, RV, trailer, etc. parked on lot	\$25.00, \$50.00, \$100.00
6.	Unkempt yard, walls or structure	\$25.00, \$50.00, \$100.00
7.	Allowing animal droppings	\$25.00, \$50.00, \$100.00
8.	Animal not on a leash	\$25.00, \$50.00, \$100.00
9.	Posting of prohibited signs	\$25.00, \$50.00, \$100.00
10.	Any other violation of the Use Restriction	\$25.00, \$50.00, \$100.00
11.	Excessive noise	\$300.00, \$500.00, \$750.00 for third and subsequent violations

### **Rule Restrictions**

### **Monetary Penalty**

1.	Damage or dumping on common area	\$100.00 plus cost to repair or remove
2.	Operating motorized vehicles in common area	\$100.00 per occurrence
3.	Any other violation of the Rule Restrictions	\$25.00 per incident

## **Recurring Offenses**

When Violations that result in the imposition of monetary penalties recur, then the most recently imposed the monetary penalty may be doubled for the latest violation.

## **Attorney's Fees and Costs**

If the Association hires legal counsel to address violations, the Association may impose fines for the cost of any legal fees and costs incurred in pursuing the resolution of the outstanding offenses, in addition to pursuing collection of fines imposed.

## **Suspension Policy**

The violation of Community Use and/or Common Area, Facility and Activities Rules may result in a penalty including Suspension of use of Common Area and/or facilities by the Owner and the Owner's residents, tenants and guests. Suspensions imposed by a court order take effect immediately. Actions reasonably necessary to comply with restrictions imposed by a court order may be imposed immediately without notice and a hearing because such actions are in compliance with a court order and not enforcement of the Governing Documents. A suspension imposed to reasonably comply with a court order shall last for the duration of the court order. In addition, any violation relating to threats, disruptive behavior, property damage, matters involving the police, violence, belligerence, and the code of conduct may result in immediate suspension, as determined in the discretion of Management and/or the Board. During any immediate suspension, the affected person may appeal the matter to the Committee, but the suspension will remain in effect.

Any other suspension may only begin ten (10) days after the Notice of Violation is provided to the Owner or, if the Owner requests a hearing, after the hearing date. If the Association provides the Owner with a hearing date and the Owner fails to appear, the suspension may begin immediately after the hearing date.

- I. First Violation of the Rules: Fifteen (15) days suspension from entering the Common Area and

facilities, unless the circumstances warrant a longer suspension as determined in the sole discretion of the Board.

2. Second and subsequent Violations of the Rules: A minimum of thirty (30) days suspension from entering the Common Areas and facilities, the exact duration of any such suspension to be determined in the sole discretion of the Board based on the severity of the circumstances, past history of violations, and any other factors deemed relevant by the Board.
3. Any person found within the Common Area, facilities or the Clubs during a period of suspension shall be subject to Immediate Violation. Also, the Association will consider the violator trespassing and subject to criminal prosecution.
4. Violation Types subject to suspension are:
  - a. Standard Violations may be subject to suspension after the first imposition of monetary penalties by Management following policies of the Board of Directors.
  - b. Immediate Violations may be subject to immediate suspension upon the violation of the rules.

**End**

**THIS PAGE INTENTIONALLY LEFT BLANK**

## APPENDIX A:

### Estrella Modification Submittal Application and Checklist

#### General Information

Today's Date: \_\_\_\_\_ Name: \_\_\_\_\_

Association: \_\_\_\_\_ Parcel/Lot Number: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_

Proposed Start Date: \_\_\_\_\_ Proposed Finish Date: \_\_\_\_\_

#### Type of Application

Please check the type of application(s) applying for and review and submit the items needed for the application(s) described in the Application Checklists.

<input type="checkbox"/>	Yard landscaping	<input type="checkbox"/>	Security screen door
<input type="checkbox"/>	Swimming pool/spa	<input type="checkbox"/>	Window sunscreens
<input type="checkbox"/>	Yard hardscapes	<input type="checkbox"/>	Paint changes
<input type="checkbox"/>	Yard/home lighting	<input type="checkbox"/>	Concrete additions
<input type="checkbox"/>	Yard/home decoration	<input type="checkbox"/>	Patio covers
<input type="checkbox"/>	Storage Shed/Detached structures	<input type="checkbox"/>	
<input type="checkbox"/>	Play structures	<input type="checkbox"/>	Other: _____

## Applicant Acknowledgement

The submittal of this application does not constitute approval of the proposed plan. Written notification of the Design Review Committee's decision will be supplied to the Applicant within 30 days after receipt of all required information. Such approval shall not constitute an approval, ratification or endorsement of the quality or architectural or engineering soundness of the proposed improvements and neither the Committee nor the Board shall have any liability for any defects in the plans, specification or improvements. Construction must not begin until the Committee has reviewed and approved the plans in writing. As Applicant, I have read and understand the Community Handbook, Design Guidelines, Use Restrictions and Rules and applicable CC&R's concerning design and construction in Estrella. As Applicant, I acknowledge that the persons reviewing the plans and specifications will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of these guidelines, may vary accordingly.

***In addition, I acknowledge that it may not always be possible to identify objectionable features of proposed improvements until the improvements have been completed, in which case it may be unreasonable to require changes to the improvements involved. However, the Committee may refuse to approve similar proposals in the future.*** I agree to pay any costs incurred by the Association if I fail to meet the standards established by the Committee and the Board of Directors.

---

Applicant's Signature

---

Print Name

## Application Checklists

### I. LANDSCAPE CHECKLIST

#### Plan Requirements

- Plans must be drawn to scale (minimum scale 1" = 20'-0") and include a north arrow, appropriate dimensions, or other pertinent information to clearly convey the applicant's proposal.
- Plans must indicate all proposed and existing elements such as the home, driveway, walls, plants, boulders, hardscape and/or ground cover including setback distances from property lines.
- All submittals for front yard modifications shall demonstrate that the design meets or exceeds the minimum plant requirements for each lot where applicable.
- All plants must be from the approved plant list for your neighborhood.
- Plans shall include a legend that identifies proposed materials by symbol, name, size(s) and quantities.
- Hardscape materials such as granite, boulders, pavement or other inert materials must be

specified by color and size. The Committee may require product samples to be submitted prior to approval.

- Any existing and/or proposed lighting must be indicated including locations and fixture identification (type, brand name, wattage, etc.).
- All landscaped areas must be provided with permanent and automated irrigation facilities.

### **General Requirements & Common Stipulations**

- Confirm the minimum number of required front yard trees established in Section 3.5 of these guidelines.
- Decomposed granite must be applied to all non-turf landscape areas (refer to minimum requirements established in Section 3.4 of these guidelines).
- Raised landscape planter boxes on common party walls may not exceed 24-inches in height. The inside of all raised planters must be waterproofed to prevent water damage to walls.
- Grade changes that adversely affect existing drainage patterns are not permitted. All grading must meet City standards where applicable.
- Decorative pots within the front yard must be located near the entrance of the home. Pots must contain seasonal flowers or other live plant material from the approved plant list.
- Water features may be permitted in accordance with Section 3.4 of these guidelines.
- Lawn ornaments or artificial vegetation is not permitted within front yards or visible side yard areas.
- Boulders must meet the minimum standards described within Section 3.4 of these guidelines.
- Visible rear yard plants must also comply with the plants identified on the approved plant list.
- Landscape lighting shall comply with the standards described in Section 3.4 of these guidelines.

## **2. POOL AND SPA CHECKLIST**

### **Plan Requirements**

- Professionally prepared plans and details.
- Plans must be drawn to scale (minimum scale 1" = 20'-0") and include a north arrow, appropriate dimensions, or other pertinent information to clearly convey the applicant's proposal including proposed setbacks, pool equipment, pool accessories, backwash pit and deck(s).

### **General Requirements & Common Stipulations**

- Filter backwashing is to be contained on the subject lot. Backwashing of pools or spas is not permitted onto common area tract or easements.

- Grade changes that adversely affect existing drainage patterns are not permitted. All grading must meet City standards where applicable.
- Slides, diving boards or other accessories may not extend above adjacent walls.

### 3. MISCELLANEOUS STRUCTURES

(Basketball hoops, play structures, gazebos, storage sheds, outdoor fireplaces, gates, etc.)

#### General Requirements & Common Stipulations

- Professionally prepared plans and details with setbacks and other pertinent information.
- Identification of all materials, colors and finishes of the proposed structure including a materials board, color samples, cut sheets and/or photographs.
- Rear yard structures must meet all height and setback requirements listed in the guidelines.

### 4. OTHER APPLICATIONS

(Screen doors, driveways, exterior light fixtures, address numbers, wall decorations, flagpoles, etc.)

#### General Requirements & Common Stipulations

- Security screen doors shall be painted to be compatible with the color scheme of the home.
- Driveways shall not be wider than the garage.
- All parking areas and driveways to be constructed of approved materials.
- All exterior home light fixtures must be approved (see guidelines).
- Play equipment must be set back a minimum of ten (10') feet for any viewable portion of the play equipment.
- Any residence that is repainted must receive approval from the DRC if the color is different than the original color. Home colors must comply with the DRC approved neighborhood color palettes.
- Exterior wall decorations may not be constructed of reflective materials.

**Note:** *The checklist items on this application are provided as a basis for guidance and are not all-inclusive.*

**Electronic Documents:** As an alternative to paper submittals, it is encouraged that homeowners present copies of all required submittal contents in electronic format. The acceptable electronic format for the electronic submittal shall be Adobe Acrobat (PDF format). ***Material and color samples cannot be presented electronically.***

**THIS PAGE INTENTIONALLY LEFT BLANK**

**THIS PAGE INTENTIONALLY LEFT BLANK**

## APPENDIX B:

### Approved Plant List & Granite Colors

The following plants are pre-approved for use in the various single-family neighborhoods within Estrella. Trees highlighted in gray are small in stature; these types of trees are suggested in front yard areas where the distance from the driveway to the property line is 10 feet or less. All trees in the rear yard need to be set back 5 feet from all property walls. **Please see the Custom Homesite Design Guidelines for the Custom Home Approved Plant List.**

Common Name	Botanical Name
<b><u>TREES</u></b>	
Mulga	Acacia aneura
White Thorn Acacia	Acacia constricta
Leatherleaf Acacia	Acacia craspedocarpa
Catclaw Acacia	Acacia greggii
Sweet Acacia	Acacia farnesiana
Podless Sweet Acacia	Acacia farnesiana Sierra Sweet
Willow Acacia	Acacia Salicina
Shoestring Acacia	Acacia stenophylla
Palo Blanco	Acacia willardiana
White Orchid Tree	Bauhinia lunarioides
Chihuahuan Orchid	Bauhinia macranthera
Cascalote	Caesalpina cacalaco
Thornless Cascalote	Caesalpinia cacalaco Smoothie
Desert Hackberry	Celtis pallida
Netleaf Hackberry	Celtis laevigata v. reticulate
Museum Palo Verde	Cercidium hybrid
Sonoran Palo Verde	Cercidium praecox AZT
Mexican Redbud	Cercis canadensis v. Mexicana
Desert Willow	Chilopsis linearis
Desert Willow Bubba	Chilopsis linearis Bubba
Seedless Desert Willow	Chilopsis linearis Arts Seedless
Desert Willow Lucretia Hamilton	Chilopsis linearis Lucretia Hamilton
Desert Willow Warren Jones	Chilopsis linearis Warren Jones
Desert Willow Desert Amethyst	Chilopsis linearis AZT Desert Amethyst
Desert Willow Dora's Desert Rose	Chilopsis linearis AZT Dora's Desert Rose
Bi-Color Desert Willow	Chilopsis linearis AZT Bi-Color
Texas or Mexican Olive	Cordia boissieri
Arizona Cypress	Cupressus arizonica
Sissoo	Dalbergia sissoo
Texas Ebony	Ebenopsis ebono
Fragrant Ash	Fraxinus cuspidate
Golden Leadball	Leuaena retusa
Feather Bush	Lysiloma thornberi
Fruitless Olive	Olea europea
Ironwood	Olneya tesota
Blue Palo Verde	Parkinsonia florida
Foothill Palo Verde	Parkinsonia microphylla

Desert Musum Palo Verde	Parkinsonia x Desert Muesum
Palo Brea	Parkinsonia praecox
Chinese Pistache	Pistacia chinensis Sarah's Radiance
Red Push Pistache	Pistacia x 'Red Push'
Mastic Tree	Pistacia lentiscus
Mexican Ebony	Pithecellobium mexicanum
Chilean Mesquite	Prosopis chilensis
AZT Thornless Mesquite	Prosopis thornless hybrid
Honey Mesquite	Prosopis glandulosa
Thornless Honey Mesquite	Prosopis glandulosa AZT
AZT Native Mesquite	Prosopis juliflora AZT
AZT Seedless Hybrid Mesquite	Prosopis seedless hybrid AZT
Screwbean Mesquite	Prosopis pubescens
Velvet Mesquite	Prosopis velutina
Texas Red Oak	Quercus buckleyi
Emory Oak	Quercus emoryi
Gambel Oak	Quercus gambelii
Chinquapin Oak	Quercus muhlenbergii
Escarpment Live Oak	Quercus virginiana ssp. Fuiformis
Texas Mountain Laurel	Sophora secundiflora
Silver Peso Texas Mtn. Laurel	Sophora secundiflora 'Silver Peso'
Silver Texas Mountain Laurel	Sophora secundiflora Silver Sierra
Mexican Buckeye	Ungnadia speciosa
Chaste Tree	Vitex agnus-castus 'Montrose Purple'
Arizona Ash	Fraxinus velutina

### **PALM TREES**

Mexican Blue Palm	Brahea Armata	(Desert Vista Character Zone Rear Only)
Mediterranean Fan Palm	Chamaerops humilis	(Desert Vista Character Zone Rear Only)
Sago Palm	Metroxylon sagu	(Desert Vista Character Zone Rear Only)
Pygmy Date Palm	Phoenix roebelenii	(Desert Vista Character Zone Rear Only)

### **SHRUBS**

Superstition or Indian Mallow	Abutilon palmeri
Bee Bush	Aloysia gratissima
Triangleleaf Bursage	Ambrosia deltoidea
Flame Acanthus	Anisacanthus quadrifidus
Desert Honeysuckle	Anisacanthus thurberi
Powis Castle	Artemisia 'Powis Castle'
Four Wing Saltbush	Atriplex canescens
Quailbush	Atriplex lentiformis
Barberry	Berberis trifoliolata
Bougainvillea	Bougainvillea spectabilis
Woolly butterfly Bush	Buddleia marrubifolia
Yellow Bird of Paradise	Caesalpinia gilliesii
Mexican Bird of Paradise	Caesalpinia Mexicana
Red Bird of Paradise	Caesalpinia pulcherrima

Baja Fairy Duster  
 Pink Fairy Duster  
 Calliandra Hybrid Sierra Starr  
 Natal Plum  
 Blue Mist  
 Feathery Cassia  
 Silvery Cassia  
 Desert Senna  
 Desert Hackberry  
 Damianita  
 Bush Morning Glory  
 Little-leaf Cordia  
 Bat Faced Cuphea  
 Black Dalea  
 Bush Dalea  
 Arizona Foldwing  
 Hop Bush  
 Purple Hop Bush  
 Brittlebush  
 Desert or Mormon Tea  
 Winter Blaze Emu  
 Sunrise Emu  
 Blue Bells Emu Bush  
 Valentine Emu  
 Easter Egg Emu  
 Summertime Blue Emu  
 Turpentine Bush  
 Boxleaf Euonymus  
 Apache plume  
 San Marcos Hibiscus  
 Guaycan  
 Firecracker Bush  
 Desert Rose Mallow  
 Desert Lavender  
 Chuparosa  
 Red Justicia  
 Mexican Honeysuckle  
 Lantana varieties  
 Creosote Bush  
 Tree Mallow or Tree Hibiscus  
 Thunder Cloud Sage  
 Texas Sage  
 Heavenly Cloud  
 Chihuahuan Sage  
 Langman's Sage, Lynn's Legacy  
 Sierra Bouquet  
 Houdini  
 Blue Ranger  
 Mexican Oregano  
 Honeysuckle 'Fire Cracker'  
 Thornbush  
 Wolfberry

Calliandra californica  
 Calliandra eriophylla  
 Calliandra Hybrid Sierra Starr  
 Carrisa mauscarpe  
 Caryopteris x clandonensis 'Dark Knight'  
 Cassia artemisioides  
 Cassia artemisioides  
 Cassia covesii  
 Celtis spinosa  
 Chrysactinia Mexicana  
 Convolvulus cneorum  
 Cordia parvifolia  
 Cuphea llavea  
 Dalea frutescens  
 Dalea pulchra  
 Dicliptera respuinata  
 Dodonaea viscosa  
 Dodonaea viscosa 'purpuria'  
 Encelia farinosa  
 Ephedra nevadensis  
 Eremophila glabra ssp. Camosa Winter Blaze  
 Eremophila glabra 'Mingenew gold'  
 Eremophila hygrophana  
 Eremophila maculate  
 Eremophila racemosa  
 Eremophila x Summertime Blue  
 Ericameria laricifolia  
 Euonymus japonicas 'Aureomarginatus'  
 Fallugia paradoxa  
 Gossypium Hibiscus  
 Guaiacum coulteri  
 Hamelia patens sierra red  
 Hibiscus coulteri  
 Hyptis emoryi  
 Justicia californica  
 Justicia candicans  
 Justicia specigera  
 Lantana species  
 Larrea tridentate  
 Lavatera maritime  
 Leucophyllum candidum 'Thunder Cloud'  
 Leucophyllum frutescens  
 Leucophyllum x 'Heavenly Cloud'  
 Leucophyllum laevigatum  
 Leucophyllum langmaniae  
 Leucophyllum pruinosum 'Sierra Bouquet'  
 Leucophyllum revolutum 'Houdini'  
 Leucophyllum zygophyllum 'Cimarron'  
 Poliomintha maderensis Lavender Spice  
 Lonicera 'Fire Cracker'  
 Lycium exsertum  
 Lycium fremontii

Mariquita  
 Blackfoot Daisy  
 Oleander  
 Russian Sage  
 Jerusalem Sage  
 Plumbago  
 Rosemarymint  
 Rose Mallow  
 Pomegranate  
 Pyracantha Firethorn  
 Indian Hawthorn  
 Littleleaf sumac  
 Sugar bush  
 Trailing Rosemary  
 Rosemary Upright  
 Katie Ruellia  
 Desert Ruellia  
 Coral Fountain  
 Canary Island Sage  
 Mexican Blue Sage  
 Chaparral Sage  
 Mealycup sage  
 Pink Autumn Sage  
 Mexican Sage  
 Trident Sage  
 Outback Senna  
 Shrubby Senna  
 Jojoba  
 Orange Jubilee  
 Arizona Yellow Bells  
 Crimson Flare  
 Sierra Apricot  
 Solar Flare  
 Sunrise  
 Shrubby Germander  
 Trixis  
 Mexican Buckeye  
 Arizona Rosewood  
 Golden Eye  
 Zexmenia

Malpighia emarginata 'Mariquita'  
 Melampodium leucanthum  
 Nerium oleander  
 Perovskia atriplicifolia  
 Phlomis fruticosa  
 Plumbago scandens  
 Poliomintha maderensis  
 Povonia lasiopetala  
 Punica granatum  
 Pyracantha  
 Raphiolepis indica  
 Rhus microphylla  
 Rhus ovate  
 Rosemarinus officinalis 'Huntington Carpet'  
 Rosmarinus officinalis 'Tuscan Blue'  
 Ruellia brittoniana  
 Ruellia peninsularis  
 Russelia equisetiformis  
 Salvia canariensis  
 Salvia chamaedryoides  
 Salvia clevelandii  
 Salvia farinacea  
 Salvia greggii Sierra Linda  
 Salvia leucantha  
 Salvia x 'Trident'  
 Senna oligophylla  
 Senna wislizenii  
 Simmondsia chinensis  
 Tecoma 'Orange Jubilee'  
 Tecoma stans  
 Tecoma x Crimson Flare  
 Tecoma x Sierra Apricot  
 Tecoma x Solar Flare  
 Tecoma x Sunrise  
 Teucrium fruticans 'Azurea'  
 Trixis californica  
 Ungnadia speciosa  
 Vauquelinia californica  
 Viguiera deltoidea  
 Wedelia texana Devil's River

## **GRASSES**

Purple Three-Awn  
 Sideoats Grama  
 Blue Grama  
 Feather Reed Grass  
 Dwarf Pampas Grass  
 Regal Mist  
 Bamboo Muhly  
 Bull Grass  
 Lindheimer's Muhly

Aristida purpurea  
 Bouteloua curtipendula  
 Bouteloua gracilis  
 Calamagrostis x acutiflora 'Karl Foerster'  
 Cortaderia selloana 'Pumila'  
 Muhlenbergia capillaris  
 Muhlenbergia dumosa  
 Muhlenbergia emersleyi El Toro  
 Muhlenbergia lindheimeri Autumn Glow

Deer Grass  
Nashville  
Bear Grass

Muhlenbergia rigens  
Muhlenbergia rigida Nashville  
Nolina microcarpa

### **GROUND COVERS**

Desert Carpet (Trailing)  
Raspberry Fuzzies  
Trailing Desert Broom  
Red Spike Ice Plant  
Damianita  
Mistflower  
Ground Morning Glory  
Sierra Gold Dalea  
Trailing Indigo Bush  
Ice Plant  
Ice Plant  
Flattop Buckwheat  
Blue Euphorbia  
Gazania  
Goodding's Verbena  
Rock Verbena  
Ice Plant  
Rocky Point Ice Plant  
Blackfoot Daisy  
Rough Menodora  
Myoporum  
Evening Primrose  
Apricot Buttercups, evening primrose  
Mexican Evening Primrose  
Saltillo or Chihuahuan Primrose  
Yellow Dot  
Angelita Daisy  
Dogweed, Dyssodia  
Yerba Mansa  
Rain Lily  
Desert Zinnia  
Prairie Zinnia

Acacia Acacia redolens  
Acalpha monostachya  
Baccharis hybrid  
Cephalophyllum  
Chrysactinia mexicana  
Conoclinium greggii  
Convolvulus mauritanicus  
Dalea capitata Sierra Gold  
Dalea greggii  
Drosanthemum Floribundum 'Rosea'  
Drosanthemum speciosum  
Erigonum fasciculatum  
Euphorbia rigida  
Gazania rigens  
Glandularia goodingii  
Glandularia pulchella  
Malephora crocea  
Malephora lutea  
Melampodium leucanthum  
Menodora scabra  
Myoporum parvifolium  
Oenothera caespitosa  
Oenothera macrosceles  
Oenothera speciosa  
Oenothera stubbei  
Sphagneticola trilobata  
Tetranoxys acaulis  
Thymophylla pentachaeta (Dyssodia pentachaeta)  
Anemopsis californica  
Zephyranthes spp  
Zinnia acerosa  
Zinnia grandiflora

### **ACCENTS – AGAVES**

Century Plant  
Variegated Century Plant  
Ribbon Agave  
Cow's Horn Agave  
Green Spider Agave  
Mescal Ceniza  
Smooth Agave  
Variegated Smooth Agave  
Thread-Leaf  
Twin Flowered Agave  
Harvard Agave

Agave Americana  
Agave Americana v marginata  
Agave angustifolia 'Marginata'  
Agave bovicornuta  
Agave bracteosa  
Agave colorata  
Agave desmettina  
Agave desmettina 'Variegated'  
Agave filifera  
Agave geminiflora  
Agave Havardiana

Agave uncinata  
 Black Toothed Agave  
 Variegated Century Plant  
 Mountain Agave  
 Chahuiqui  
 Murphy's Agave  
 Murphy's Agave Variegated  
 Mescal Agave  
 Agave Ocahui  
 Whale's Tongue  
 Palmer Agave  
 Cabbage Head Agave  
 Parry's Agave  
 Agave Parryi v. couseii  
 Agave parryi v. huachucensis  
 Agave parryi v. neomexicana  
 Agave Parryi v. parryi Estrella  
 Artichoke Agave  
 Butterfly Agave  
 Agave Salmiana  
 Agave Scabra  
 Agave Schidigera Durango Delight  
 Sharkskin Agave  
 Sisal Agave  
 Agave Titanota  
 Queen Victoria Agave  
 Octopus Agave  
 Weber's Agave

Agave lophantha  
 Agave macrocantha  
 Agave 'mediopicta alba'  
 Agave Montana  
 Agave multifilifera  
 Agave murpheyi  
 Agave murpheyi 'Rodney'  
 Agave neomexicana  
 Agave ocahui  
 Agave ovatifolia  
 Agave palmeri  
 Agave parrasana  
 Agave parryi v. Estrella  
 Agave parryi v. couseii  
 Agave parryi v. huachucensis  
 Agave parryi v. neomexicana  
 Agave parryi v. parryi Estrella  
 Agave parryi v. truncata  
 Agave potatorum  
 Agave salmiana  
 Agave scabra  
 Agave schidigera 'Durango Delight'  
 Agave 'Sharkskin'  
 Agave sisalana  
 Agave Titanota  
 Agave victoriae reginae  
 Agave vilmoriniana  
 Agave weberi

### **ACCENTS – ALOES**

Blue Elf Aloe  
 Aloe Crosby Prolific  
 Dawe's Aloe  
 Cape Aloe  
 Gold Tooth Aloe  
 Tiger Aloe  
 Coral Aloe  
 Partridge Breast Aloe  
 Medicinal Aloe

Aloe x 'Blue Elf'  
 Aloe Crosby prolific  
 Aloe dawei  
 Aloe ferox  
 Aloe nobilis  
 Aloe saponaria  
 Aloe striata  
 Aloe variegata  
 Aloe vera (Aloe barbadensis)

### **ACCENTS – CACTI**

Sand Dollar Cactus  
 Goat's Horn  
 Bishop's Cap  
 Monk's Hood  
 Saguaro  
 Old Man of Mexico  
 Queen of the Night or Hedge  
 Grass Tree  
 Toothless Desert Spoon

Astrophytum asterias  
 Astrophytum capricorne  
 Astrophytum myriostigma  
 Astrophytum ornatum  
 Carneigia gigantea  
 Cephalocereus senilis  
 Cactus Cereus hildmannianus  
 Dasylirion longissimum  
 Dasylirion quadrangulatum

Desert Spoon  
 Argentine Giant  
 Argentine colors vary  
 Golden Barrel Cactus  
 Devil's Head; Turk's Head Cactus  
 Giant Barrel; Large Barrel Cactus  
 Horse Crippler  
 Bonker Hedgehog  
 Chocolate scented Hedgehog  
 Mexican Claret Cup  
 Texas Rainbow Cactus  
 Engelmann's Hedgehog  
 Viejitos  
 Golden Hedgehog  
 Ladyfinger Cactus  
 Rayones Hedgehog  
 Arizona Hedgehog  
 Lloyd's Hedgehog  
 Green flowered torch cactus  
 Strawberry Hedgehog  
 White Sands claret cup Hedgehog  
 Baja Yellow Barrel  
 Compass Barrel  
 Coville Barrel  
 Baja Punk Rock Barrel  
 Blue Barrel  
 Baja Fire Barrel  
 Twisted Barrel Cactus  
 Devil's Tongue  
 Sweet Barrel  
 Mexican Fire Barrel  
 Clump Barrel  
 Fishhook Barrel  
 Ocotillo  
 Senita  
 Totem Pole

Lemon Pledge – scented pincushion  
 Snowball pincushion  
 Sierra Canelo pincushion  
 California fishhook cactus  
 Twin-spined cactus  
 Graham's Fishhook Pincushion  
 Big Pink Pincushion  
 Old Lady Cactus  
 Woolly Flattop Pincushion  
 Owl's Eye Pincushion  
 Standley's Pincushion  
 Blue Flame; Blue Myrtle Cactus  
 Buckhorn Cholla  
 Pencil Cholla  
 Beavertail Prickly Pear

Dasylirion wheeleri  
 Echinopsis candicans  
 Echinopsis hybrid  
 Echinocactus grusonii  
 Echinocactus horizonthalonius  
 Echinocactus platyacanthus  
 Echinocactus texensis  
 Echinocereus bonkerae  
 Echinocereus carmenensis  
 Echinocereus coccineus  
 Echinocereus dasyacanthus  
 Echinocereus engelmannii  
 Enchinocereus longisetus ssp. delaetii  
 Enchinocereus nicholii ssp nicholii  
 Enchinocereus pentalophus  
 Enchinocereus rayonensis  
 Enchinocereus rigidissimus  
 Enchinocereus x roetteri  
 Enchinocereus russanthus ssp. weedinii  
 Enchinocereus stramineus  
 Echinocereus triglochidiatus  
 Ferocactus chrysacanthus  
 Ferocactus cylindraceus  
 Ferocactus emoryi  
 Ferocactus emoryi ssp. rectispinus  
 Ferocactus glaucescens  
 Ferocactus gracilis ssp. Coloratus  
 Ferocactus herrerae  
 Ferocactus latispinus  
 Ferocactus macrodiscus  
 Ferocactus pilosus  
 Ferocactus robustus  
 Ferocactus wislizeni  
 Fouquieria splendens  
 Lophocereus schottii (Pachycereus schottii)  
 Lophocereus schottii v monstrosus (Pachycereus schottii v monstrosus)  
 Mammillaria baumii  
 Mammillaria candida  
 Mammillaria canelensis  
 Mammillaria dioica  
 Mammillaria geminispina  
 Mammillaria grahamii  
 Mammillaria guelzowiana  
 Mammillaria hahniana  
 Mammillaria lenta  
 Mammillaria parkinsonii  
 Mammillaria standleyi  
 Myrtillocactus geometrizans  
 Opuntia acanthocarpa  
 Opuntia arbuscula  
 Opuntia basilaris

Baby Rita  
 Teddy Bear Cactus  
 Silver Cholla  
 Engelmann's Prickly Pear  
 Cow's Tongue Prickly Pear  
 Indian Fig  
 Milk-Chocolate Prickly Pear  
 Tree Cholla  
 Tuxedo Spine Prickly Pear  
 Dark Knight Prickly Pear  
 Diamond Cholla  
 Giant; Dinner Plate Prickly Pear  
 Purple Prickly Pear  
 Cane Cholla  
 Purple Fishnet Prickly Pear  
 White Grizzly Prickly Pear  
 Staghorn Cholla  
 Whipple Cholla  
 Mexican Fence Post  
 Cardon  
 Arizona Queen of the Night  
 Organ Pipe  
 Straw Spine Cactus  
 Chihuahuan Snowball  
 Bird's Nest Cactus

Opuntia basilaris x O. santa-rita  
 Opuntia bigelovii  
 Opuntia echinocarpa  
 Opuntia engelmannii  
 Opuntia engelmannii ssp. linguiformis  
 Opuntia Ficus-indica  
 Opuntia gosseliniana  
 Opuntia imbricata  
 Opuntia macrocentra ssp. macrocentra  
 Opuntia phaeacantha 'Dark Knight'  
 Opuntia ramosissima  
 Opuntia robusta  
 Opuntia santa-rita  
 Opuntia spinosior  
 Opuntia stenopetala  
 Opuntia trichophora  
 Opuntia versicolor  
 Opuntia whipplei  
 Pachycereus marginatus  
 Pachycereus pringlei  
 Peniocereus greggii ssp. Transmontanus; Cereus greggii  
 Stenocereus thurberi  
 Thelocactus bicolor ssp. Bicolor  
 Thelocactus macdowellii  
 Thelocactus rinconensis

### **ACCENTS - SUCCULENTS**

Aeonium 'Tip Top'  
 Ponytail Palm  
 Elephant Tree  
 Candelilla  
 Sweet Noor  
 Moroccan Mound  
 Gopher Plant  
 Sticks of Fire or Pencil Bush  
 Boojum Tree  
 Mexican Tree Ocotillo  
 Gasteria  
 Elephant Tree  
 Slipper Flower  
 Elephant's Food  
 Mother in Law's Tongue  
 Starfish Flower

Aeonium arborescens 'Tip Top'  
 Beaucarnea recurvata  
 Bursera microphylla  
 Euphorbia antisiphylitica  
 Euphorbia coerulescens  
 Euphorbia resinifera  
 Euphorbia rigida  
 Euphorbia tirucalli  
 Fouquieria or Idria columnaris  
 Fouquieria macdougalii  
 Gasteria ssp.  
 Pachycormus discolor  
 Pedilanthus macrocarpus  
 Portulacaria afra  
 Sansevieria trifasciata  
 Stapelia gettleffii

### **ACCENTS - YUCCA**

Giant Hesperaloe  
 Red Yucca  
 Banana Yucca  
 Soap Tree Yucca  
 Spanish Dagger Yucca

Hesperaloe funifera  
 Hesperaloe parvifolia  
 Yucca baccata  
 Yucca elata  
 Yucca gloriosa

Pale Leaf Yucca  
Blue Yucca  
Beaked Yucca

Yucca pallida  
Yucca rigida  
Yucca rostrata

### **ACCENTS - FLOWERING**

Desert Ageratum  
Dutchman's Pipe  
Desert Milkweed  
Golden Columbine  
Bahia  
Desert Marigold  
Chocolate Flower  
Shrubby Bulbine or Yellow Bulbine  
Bulbine Frutescens Tiny Tangerine  
Winecups, Purple Poppy-Mallow  
Texas Primrose or Sundrops  
Fendler Primrose  
Mexican Heather  
Black Dalea  
Indigo Bush  
Sacred Datura  
Brittlebush  
Hummingbird Trumpet  
Fleabane  
Blue Daze  
Gaura, Pink  
Gaura, White  
Sandpaper Verbena  
Sonoran Honeysuckle  
French Lavender  
Mexican Lobelia or Loose Flowered  
Desert Rock Pea or Deer Vetch  
Texas Tuberose  
Desert Four O'clock  
Bee Balm  
Sand Penstemon  
Mexican Blue Penstemon  
Rock Penstemon  
Scarlet Bugler  
Eaton's Penstemon (Firecracker)  
Big Bend Penstemon  
Palmer's or Scented Penstemon  
Parry's Penstemon  
Pineleaf Penstemon  
Canyon Penstemon  
Royal penstemon  
Rocky Mountain Penstemon  
Coral Penstemon  
Hill Country Penstemon  
Frogfruit  
Paperflower

Ageratum corymbosum  
Aristolochia fimbriata  
Asclepias subulata  
Aquilegia chrysantha  
Bahia absinthifolia  
Baileya multiradiata  
Berlandiera lyrata  
Bulbine frutescens  
Bulbine Frutescens Tiny Tangerine  
Callirhoe involucrate  
Calylophus berlandieri ssp. Berlandieri  
Calylophus hartwegii ssp fendleri  
Cuphea hyssopifolia  
Dalea frutescens Sierra Negra  
Dalea pulchra  
Datura wrightii  
Encelia farinosa  
Epilobium canum  
Erigeron divergens  
Evolvulus nuttallianus  
Gaura lindheimeri 'Siskiyou Pink'  
Gaura lindheimeri 'Whirling Butterflies'  
Glandularia rigida  
Justicia sonora  
Lavandula dentata  
Lobelia laxiflora  
Lotus rigidus  
Manfreda x 'Silver Leopard'  
Mirabilis multiflora  
Monarda fistulosa  
Penstemon ambiguus  
Penstemon amphorellae  
Penstemon baccharifolius  
Penstemon barbatus  
Penstemon eatonii  
Penstemon havardii  
Penstemon palmeri  
Penstemon parryi  
Penstemon pinifolius  
Penstemon pseudospectabilis  
Penstemon spectabilis  
Penstemon strictus  
Penstemon superbus  
Penstemon triflorus  
Phyla nodiflora (Lippia nodiflora)  
Psilostrophe cooperi and tagetina

Royal Carpet  
 Lavender Cotton  
 Green Lavender Cotton  
 Stonecrop  
 Globe Mallow  
 Texas Betony  
 Rodney's Aster  
 Mt. Lemmon Marigold  
 Mexican or Spanish Tarragon  
 Germander  
 Conehead Thyme  
 Society Garlic  
 Mojave Verbena  
 Moss Verbena  
 Goldeneye  
 Skeletonleaf  
 Desert Zinnia  
 Prairie Zinnia

Ruellia brittoniana 'Royal Carpet'  
 Santolina chamaecyparissus  
 Santolina virens  
 Sedum reflexum  
 Sphaeralcea ambigua  
 Stachys coccinea  
 Symphyotrichum praealtum  
 Tagetes lemmonii  
 Tagetes lucida  
 Teucrium chamaedrys  
 Thymbra capitata  
 Tulbaghia violacea  
 Verbena goodingii  
 Verbena pulchella  
 Viguiera parishii  
 Viguiera stenolova  
 Zinnia acerosa  
 Zinnia grandiflora

### **VINES**

Red Queen's Wreath  
 Indian Root  
 Crossvine  
 Arizona Grape Ivy  
 Virgin's Bower  
 Pam's Pink  
 Cat Claw  
 Yellow Orchid Vine  
 Yellow Morning Glory or Yuca Vine  
 Hacienda Creeper  
 Baja Passion  
 Pink Trumpet  
 Lady Banks Rose  
 Potato Vine  
 California Grape

Antigonon leptopus 'Baja Red'  
 Aristolochia watsonii  
 Bignonia capreolata  
 Cissus trifoliata  
 Clematis drummondii  
 Lonicera x Americana 'Pam's Pink'  
 Macfadyena unguis-cati  
 Mascagnia macroptera  
 Merremia aurea  
 Parthenocissus sp. Hacienda Creeper  
 Passiflora foetida  
 Podranea ricasoliana  
 Rosa banksiae  
 Solanum jasminoides  
 Vitis californica 'Roger's Red'

## **Approved Granite Colors**

### Estrella Community Association (71)

Granite Color	Parcel
Madison Gold, Palomino Gold, Baja Brown, Sierra Verde, Saddleback Brown, Table Mesa Brown and Mountain Vista Brown	8, 9, 57, 58, 60, 66
Madison Gold, Desert Gold, Palomino Gold, Hualapai Gold, Desert Brown, Table Mesa Brown and Saddleback Brown	34, 51, 55, 56, 56A, 62/64

### Villages at Estrella Mountain Ranch (72)

Granite Color	Parcel
Madison Gold, Palomino Gold, Baja Brown, Sierra Verde, Saddleback Brown, Table Mesa Brown and Mountain Vista Brown	12.37, 26, 33, 43, 52, 67/69, 68, 70, 71, 72, 73, 74, 75, 76, 91, 195, 196A, 196B, 199, 200, 201, 100A, 100B, 95A, 95B, 96A, 96B, 99

### Golf Canyon (72)

Granite	Parcels
Palomino Gold, Madison Gold, Mountain Vista Brown, Apache Brown, Table Mesa Brown and Saddleback Brown	5.1, 5.3, 5.5

### Montecito (72)

Granite	Parcels
Kilauea Crusher's Palomino Gold, Baja Brown, Sierra Verde, Desert Gray, Saddleback Brown, Table Mesa Brown and Mountain Vista Brown	7.2, 7.3, 7.5, 7.6, 7.7, 7.8, 7.9, 7.10, 7.14, 9.2, 9.3, 9.4, 9.5, 9.6, 9.26

#### Notes:

All parcels, except Parcels 8 and 9 are approved for ½” to ¾” screened granite (½” granite is preferred). In addition to Parcels 8, 9, 57, 58 and 60 are approved for ¼” minus granite.

Drainage-ways must be constructed of Rip Rap; **River Rock is not permitted.** Madison Gold, Desert Gold, Palomino Gold, Hualapai Gold, Desert Brown and Saddleback Brown are the approved Rip Rap colors. The width of a riverbed is not to exceed 10% of the total landscape area.

**Boulders and Rip-Rap** Boulders: Use of boulders in the landscape is encouraged to create a natural setting subject to the following criteria:

- Boulders must be “surface select” granite boulders.