

**SUNRISE TERRITORY ESTATES HOMEOWNERS ASSOCIATION**  
**HOA CONSTRUCTION AND LANDSCAPING STANDARDS**

Unless and to the extent otherwise specifically permitted or approved in writing by a duly authorized Committee or Board of Directors of Sunrise Territory Estates Homeowners Association (the "HOA"), each of the following terms, conditions, standards, requirements and provisions applies to, and shall be complied with in the course of, any and all construction, building, repair, modification, improvement, landscaping, excavation, grading and other work or activity at, on or impacting any HOA Lot (including buildings thereon), Property and/or Common Area (all such work and activity being referred to as the "Project" and the HOA Owner by or for whom the Project is undertaken being referred to as the "Owner"):

1. All work and activities with respect to the Project will be performed in accordance with, and conform to, all codes, standards, rules and requirements of Pima County and any other applicable locality, state, entity or agency.
  - A. In particular, all building, construction, landscaping, grading, re-grading, excavating, electrical, mechanical, plumbing, piping, outdoor lighting, gas and other work will be performed in accordance with, and conform to, all applicable local, county, state, national and international codes. All "safe digging" requirements under applicable state, county and local laws and rules will be followed. Nothing will be done to create any fire, electrical or other hazard.
  - B. Prior to commencing work, the Owner will apply for and obtain any zoning, building, construction, grading, site or other permit, notice or approval required from Pima County (or any other applicable locality, state, entity or agency) in connection with the Project. All rules and requirements of Pima County (and any such other applicable locality, state, entity or agency) which apply to the Project, including required inspections, will be fully complied with. Copies of all such permits, inspection reports and the like will be provided to the applicable HOA Committee and/or Board of Directors promptly upon request.
2. The design of all improvements or modifications on or to the exterior of a Lot (including walls and the exterior of buildings thereon) will be in keeping with the design of the buildings presently on the Lot, and all materials used will be consistent with materials presently in use on the Lot. All new or modified exterior wall surfaces will be constructed and finished in a manner consistent with structures now existing on the Lot. If a roof is being repaired or replaced, it will conform to the same architectural design, style, texture and color as the original roof. All colors used on exterior surfaces, including roofs, walls and fencing, will conform to HOA approved color requirements. All surfaces and materials to receive paint, stains or coatings will be covered completely. All vents and roof appurtenances will be painted to match the approved roof color.
3. All exterior lighting on the Lot (whether existing now or added during the Project) will be located so as not to be directed toward or interfere with surrounding Properties (including streets), and such exterior lighting will comply with all codes, standards, rules and regulations of Pima County (and any other applicable locality, state, entity or agency).

4. All workers, contractors, vendors, employees, agents and representatives for or with respect to the Project will comply with HOA traffic and parking rules, including (but not limited to) the following: (a) all vehicles will be parked in the Owner's driveway or else in nearby off-road parking spaces; (b) no parking will be permitted on any sidewalk or Common Area; and (c) if street parking is necessary, vehicles will not be parked on the concrete berm; all vehicles will be parked on the same side of the street; and they will be parked so as not to restrict or interfere with other cars, waste removal trucks, delivery trucks, emergency vehicles and the like. The Owner will address and resolve promptly any traffic or parking problems which occur in the course of the Project.
5. Any roll-off container, dumpster or other commercial waste receptacle necessary for the Project will be placed on the Owner's driveway or in the Owner's garage, and no such receptacle will be placed on another part of the Owner's Lot, HOA roads, other Lots, Properties or Common Areas. All waste material not collected in (or overflowing from) such a receptacle will be removed daily or stored within the Owner's garage until removal. Waste and construction material from the Project will be separately disposed of (and not included with regular HOA trash pick-ups).
6. Any disruption to, or debris going onto, other Lots, Properties or Common Areas from or as a consequence of the Project will be promptly cleaned up at the Owner's expense. All materials and equipment involved in or necessary for the Project will be placed or stored inside buildings on the Owner's Lot.
7. No structure will be moved from within or without the Properties to any Lot without the prior written approval of the Architecture Committee.
8. No grading, excavating or fill will occur on the Lot except with prior written approval of the HOA Landscape Committee. All material surplusage or spillover (including any from grading or excavating done on the Lot) will not be pushed or dropped down any slope but will be removed from the site at the Owner's expense.
9. Satisfactory and appropriate erosion, drainage and spillover controls for the Lot and for surrounding Lots, Properties and Common Areas will be provided for.
  - A. Any configuration change to the Lot (whether by landscaping, grading, excavation, fill, or construction) may not alter, restrict or redirect water runoff or drainage in any manner which might adversely affect other Lots, Properties or Common Areas.
  - B. At the exits for drainages and pipes, there will be installed appropriate river or desert stone piles, stone runoff pathways or other materials or arrangements necessary to prevent splattering and erosion.
  - C. To the extent that as a result of the Project, there is erosion or other water runoff or drainage problems affecting other Lots, Properties or Common Areas, the problems will be corrected promptly at the Owner's expense.
  - D. No structure, planting or other material will be placed, permitted or installed in a manner which changes the direction of water flow, or otherwise obstructs or retards the flow of water, in or with respect to any Common Area drainage-way.
10. If a portable sanitary facility (such as a "port-a-potty") or another temporary building for materials

or storage by a worker is necessary, it will be placed on the Owner's Lot as far away from sidewalks and streets as possible and will be removed promptly upon completion of the Project. No other temporary building, house trailer, motor home, tent, garage, camper, boat or out-building of any kind will be placed, constructed or used on any Property as living quarters.

11. Construction and landscaping work will not begin before 7:00 a.m., except that the pouring of cement may begin at 6:00 a.m. All work with respect to the Project will occur in compliance with Pima County noise ordinances, rules and regulations.
12. All trees and other landscaping features added to or moved on the Lot or other Lots, Properties or Common Areas in the course of the Project will be situated so as to avoid or minimize interference with views from neighboring properties. No trees, shrubs or other obstruction of any kind will be placed in a manner which might interfere with or otherwise cause a traffic hazard. All trees, shrubs and other plantings next to a street or sidewalk must have a seven-foot vertical clearance over the sidewalk and a fifteen-foot vertical clearance over the street. No trees, shrubs or plantings will be used or located in a manner such that their root systems pose or might grow to pose problems for streets, sidewalks, walls, driveways, walks or water, sewer and irrigation systems.
13. All landscaping on a Lot which is visible from a street, sidewalk or neighboring property will be (i) consistent with the attractive physical setting of the HOA community and (ii) in keeping with a natural Arizona-Sonora desert character and/or with landscaping and plant materials commonly in use on other Lots or Properties. All such visible Lot property shall be landscaped with decorative rock and/or decomposed granite.
14. Except with the prior written approval of the HOA Landscape Committee, no natural growth of plants, shrubs and trees on any Common Area will be altered, modified, destroyed or removed, and except with such prior written approval, no plants, shrubs, trees or structures of any kind will be placed, added to or installed on any Common Area.
15. No equipment (such as air conditioning/heating equipment, evaporative coolers and pool/spa equipment, but not including television reception equipment) will be left exposed to or visible from any nearby street. Any mechanical equipment installed on a roof will be completely concealed by parapet walls or other suitable architectural treatment. Any equipment at the side or rear of a residential structure will be concealed by plantings or fencing. Communication equipment (such as video reception equipment or satellite dishes) will be installed in a location and manner which has been approved by the HOA Architecture Committee in writing prior to installation.
16. No permanent storage tanks of any kind (except water filters or conditioners) may be erected, placed or permitted in or on any Property. No structure designed for use in boring for water, oil or natural gas may be erected, place or permitted on any Property, nor may any water, oil, natural gas, petroleum, asphaltun or hydrocarbon products or substances be produced or extracted on any Property.
17. At the end of the Project, all disruption to, and debris on, any Property due to, or resulting from, work on the Project will be cleaned up and all Property (including all structures) will be in good,

repaired and orderly condition. In no event will any Project be undertaken for a period in excess of nine (9) months except with the prior written approval of the Board of Directors.

18. The Owner will advise, and be responsible for adherence by, all contractors, workers, employees and vendors of and to all HOA rules and requirements, including those set forth in this HOA Construction and Landscaping Standards.
19. All provisions of this HOA Construction and Landscaping Standards and all other HOA governing documents will be complied with and adhered to in connection with each Project unless and except as otherwise specifically authorized in writing by the applicable HOA Committee and/or the Board of Directors.
20. Failure to abide by any of the provisions of any HOA rule, condition, term, requirements, provision or standard with respect to any Project would constitute a violation of HOA rules and requirements. The HOA Board of Directors (and its Committees) will endeavor to resolve amicably with the Owner any questions, problems or disputes arising in the course of, or resulting from, the Project. In order to protect the community at large, however, the Board reserves its authority to impose monetary and other penalties and/or further conditions and requirements in the event that (i) there is damage to Property or Common Areas, (ii) there is a rule violation, or (iii) another problem or dispute is not satisfactorily resolved.

For purposes of this HOA Construction and Landscaping Standards,

- A. The following terms shall have the meanings set forth in the Covenants, Conditions and Restrictions (CC&Rs), as amended heretofore and hereafter, for Sunrise Territory Estates Homeowners Association, Fairfield Sunrise East, Lots 89-187 and 199-213 and Common Areas E, F and K: (i) Association (and Sunrise Territory Estates Homeowners Association); (ii) Common Areas (and Common Area, being a portion of Common Areas); (iii) Lot (and Lots, being multiple or all Lots); (iv) Owner; and (v) Properties (and Property, being a portion of Properties).
- B. The term "HOA" means the Sunrise Territory Estates Homeowners Association.
- C. The governing documents of Sunrise Territory Estates Homeowners Association include the following, each as amended heretofore and amended hereafter: (i) the CC&Rs for Sunrise Territory Estates Homeowners Association (as more fully described above); (ii) the Articles of Incorporation for Sunrise Territory Estates Homeowners Association; (iii) By-Laws for Sunrise Territory Estates Homeowners Association; and (iv) Rules and Regulations for Sunrise Territory Estates Homeowners Association.
- D. This HOA Construction and Landscaping Standards is, and will constitute, an addition to such Rules and Regulations.

Approved by the Board of Directors of Sunrise Territory Estates Homeowners Association, the HOA Architecture Committee and the HOA Landscaping Committee on \_\_\_\_\_, 2016.