

ARCHITECTURAL REVIEW

The rights of the HOA, with respect to the common property, or the rights of an individual lot owner, with respect to the lot or improvements on the lot, shall be restricted as follows:

A. Architectural Review Intent and Purpose

- a. No manufactured home or any other structure shall be commenced, erected, placed, or altered on any lot until construction plans and specification and a plat showing the nature, shape, heights, material, colors, and proposed location of the structure or change have been **applied for and approved in writing, prior to any action or changes** by the Architectural review Committee (ARC).
- b. It is the intention and purpose of this covenant to assure compliance with governmental requirements, quality of workmanship and materials, and harmony of external design with the existing structures as to location and topography and finished grade elevations. In all cases, the ARC's written consent is required.

B. Architectural Review Committee Decision

The ARC may, at its sole discretion, withhold consent to any proposed work if it finds that the proposed work would be inappropriate for the particular lot or incompatible with design standards.

Considerations such as siting, shape, size, color, design, height, impairment of the view from other lots within Desert Meadows or other effects on the enjoyment of other factors which the ARC reasonably believes to be relevant, may be taken into account by the ARC in determining whether or not to consent to any proposed work.

C. Procedure

In the event the ARC fails to render its approval or disapproval with fifteen (15) working days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

D. Membership: Appointment and Removal

The ARC shall consist of as many persons, but not less than two (2), as the Board may from time to time appoint. The Board shall keep on file a list of names and addresses of the members of the ARC. A member of the ARC shall not be entitled to any compensation for services performed pursuant to this Declaration. Any duties of the ARC shall be performed by the HOA. The ARC shall have the right to appoint an Advisory Committee.

E. Liability

Neither the ARC nor any member thereof shall be liable to any owner, occupant, builder, or developer for any damage, loss, or prejudice suffered or claimed on account of an action or failure to act by the ARC or a member thereof, provided that the member has, in accordance with actual knowledge possessed by him, **acted** in good faith.

F. Action

Except as otherwise provided herein, any two members of the ARC shall have the power to act on behalf of the ARC. The ARC may render its decisions only by written instrument setting for the action taken by members consenting thereto.

G. Nonwaiver

Consent by the ARC to any matter proposed to it and within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

H. Effective Period of Consent

The ARC's consent to any proposed work shall automatically be revoked one (1) year after issuance unless construction of the work has been commenced or the owner has applied for and received an extension of time from the ARC.