

ARCHITECTURAL AND LANDSCAPE GUIDELINES
SERRANO AT GLENROSE RANCH HOMEOWNERS ASSOCIATION

**Questions Regarding the Content of These Guidelines
Should be Directed to:**

KEYSTONE PACIFIC PROPERTY MANAGEMENT, INC.
16775 Von Karman, Ste. 100
Irvine, CA 92606
(949) 838-3239

Adopted: June 6, 2018

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Architectural Application & Fees – Exhibit A

Notice of Completion – Exhibit B

Variance/Appeal Form – Exhibit C1/C2

Sample Plans – Exhibit D

Architectural Processing Desk – KPPM Policy – Exhibit E

SECTION 1 INTRODUCTION

Dear Homeowner:

Welcome to your new home in the Serrano at Glenrose Ranch Homeowners Association community! These Architectural & Landscape Guidelines are designed with the goal of maintaining the aesthetic beauty of the community. Exterior improvements to your Lot must be approved by the Architectural Review Committee (ARC) prior to beginning any construction activity. Homeowners may not make any alteration, removal, relocation, repainting, demolition, addition, installation, modification, decoration, redecoration or reconstruction of any Improvements, including landscaping, in the Properties, until the plans and specifications showing the **nature, kind, shape, height, width, color, materials and location of the same shall have been submitted to the ARC and approved in writing by the ARC.**

Please review these "Guidelines" prior to completing your application form to ensure your submittal is complete. If at any time you have any questions regarding the review process, please contact your management representative at (949) 833-2600.

1.1. PURPOSE AND POLICIES

The ARC shall approve plans and specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated in the locations indicated will; (a) not be detrimental to the appearance of the surrounding area of the Properties as a whole, (b) not be inconsistent with the Declaration, (c) that the appearance of any structure affected will be in harmony with the surrounding structures, (d) that the construction will not detract from the beauty, wholesomeness or attractiveness of the Association Maintenance Areas or the enjoyment by the Members, and (e) that the upkeep and maintenance will not become a burden on the Association.

Any change not specifically addressed or outlined in these Guidelines will become a matter of reasonable discretion on the part of the ARC. In the event of a conflict between this document and the Declaration of Covenants, Conditions and Restrictions (CC&R's), the CC&R's shall prevail. **Please review this section entirely prior to plan submission and work commencement.** It is suggested that specific attention be paid to the punitive references if work is completed outside the scope of these provisions.

SECTION 2 COMMITTEE ROLE

2.1 Scope: Please review the CC&R's, discussing improvements. All exterior alterations, additions or changes to any structure or to the landscape of any Unit, must be submitted to the ARC for approval **prior** to any installation or commencement of construction.

The above mentioned changes include, but are not limited to, walls, arbors, decks, fences, spas, landscaping, patio covers, statues, fountains, sunshades, accessory structures, etc.

2.2 Failure: Work commenced before Architectural plan approval is subject to removal at the cost of the homeowner if subsequently deemed unacceptable by the ARC.

2.3 Deviation: If any Improvements have been constructed or installed in a manner, which deviates from the plans that were approved, the ARC may make recommendations for changes. If those changes are not complete within sixty (60) days the matter will be turned over to the Board of Directors to take appropriate remedial action in accordance with the CC&R's.

2.4 Specificity In Plans: Any improvements to an Owner's property that vary from these Guidelines in any manner must be specifically called out in writing. Any improvement **not** detailed on an approved set of plans should be considered **unapproved**.

2.5 Depiction of Easements: It is each Owner's responsibility to depict on any architectural plans all easements located in the Owner's Exclusive Use Area, even those held by the Association. If an easement area is not depicted on any set of approved plans, then those improvements located within the easement area will **not** be approved despite comments to the contrary.

2.6 Compliance With Local Ordinances: Compliance with any local ordinances is the sole responsibility of each Owner. In the event that any local agency requires modifications to bring a proposed set of plans into compliance, then those amended plans must be resubmitted to the Association for approval.

2.7 Amendments to Guidelines: These Guidelines, along with the provisions set forth in the CC&R's, form the basis for evaluation of plans and specifications for proposed Improvements submitted by individual Owners to the ARC for review and approval. Any items or issues not addressed in the governing instruments for this Community are matters left to the discretionary judgment of the ARC acting in good faith on behalf of the best interests of the Association as a whole. The Board of Directors may, at its discretion, amend these Guidelines from time to time as it deems necessary or desirable.

SECTION 3 SUBMISSION OF YOUR ARCHITECTURAL APPLICATION

Please submit your application and support documentation package to the ARC as follows:

Serrano at Glenrose Ranch Homeowners Association
c/o Keystone Pacific Management, Inc.
16775 Von Karman, Ste. 100
Irvine, CA 92606

3.1 When Should I Submit My Architectural Application?

The Association requires that Owners must submit plans to obtain ARC approval AND install improvements in Exclusive Use Areas within 180 days (6 months) of the close of escrow. The ARC will review and respond to all written requests within forty-five (45) days of their receipt. We therefore recommend that plans be submitted with a complete application at least sixty (60) days prior to the scheduled commencement of construction to allow the ARC ample time to complete their review. If the ARC has not responded within forty-five (45) days, plans & specifications shall be deemed approved. Only complete submittals will be considered and will be accepted only after close of escrow. **Please note that a review fee and a refundable deposit are due at the time of submittal. Refer to Exhibit A for the current fee and deposit. The deposit will be refunded to you after you issue Notice of Completion and receive written verification that your Notice of Completion has been accepted (please see Notice of Completion below). Additionally, the refundable deposit may be used towards repair of the common area, should it be damaged during your construction, towards fines assessed by the Association for violation of the CC&R's, and/or Architectural & Landscape Guidelines and/or towards unpaid assessments if past due amounts are owed. Note: The fee and deposit may be collected during escrow from sale between Developer and 1st homeowner, which covers the review and deposit for the initial installation requirement. Any subsequent new plan reviews, remodels, renovations, etc. will require the fee and deposit paid at time of submittal.**

3.2 What Should an Owner Submit?

- 3.2.1 Property Improvement Form (Exhibit A)
- 3.2.2 Plan & Specifications (3 sets). One copy will be returned to the Owner and two sets will be retained by ARC.
- 3.2.3 Photographs, brochures and/or material samples (1 set) where applicable (items provided will **not** be returned to the Owner). If statues or fountains are proposed, brochures showing the item are required.
- 3.2.4 If this is not a 1st submittal (fees paid in escrow), one check payable to Serrano at Glenrose Ranch Homeowners Association in the amount noted on Exhibit A.
- 3.2.5 If this is a 4th submittal or submittal of entirely new plans, you will pay the review fee noted on Exhibit A, payable to Serrano at Glenrose Ranch Homeowners Association.

- 3.2.6 If this is an appeal or variance request, you will pay the fee noted on Exhibit C1 or C2, payable to Serrano at Glenrose Ranch Homeowners Association.

NOTE: Each resubmittal requires all items noted above be submitted together, including three (3) sets of revised plans and a fee, if applicable.

3.3 What Should My Plan Include:

Plans may be drawn on an 8-1/2 x 11 sheet of paper, or a formal plan may be submitted. The plans should detail all proposed improvements. Three (3) sets of plans are required for submittal. Each plan should depict any and all easements running across the property, and accurately reflect all boundary lines.

3.3.1 Plot Plan. Must be drawn to scale (1/8"=1'0") or clear dimensions defined.

3.3.2 Landscape Plan. Include location, type, size and quantity of all plants proposed. Please refer to the sample plan provided (Exhibit E).

3.3.3 Drainage Plan. Show proposed drain inlets, drain lines and outlets.

3.3.4 Improvement Plan. Show the nature, shape, dimensions, materials, color, finish and location of proposed improvements. Show any proposed statues, fountains or other item of this nature.

3.3.5 Hardscape Plan. Show existing versus new paving, walls, fences, patio covers, etc.

3.3.6 Outdoor Lighting Plan. All outdoor lighting must be approved. Provide details on proposed fixtures (cut-sheets), voltage information and location.

3.4 Details to be noted on plans are as follows:

3.4.1 Location of Unit in building.

3.4.2 Complete dimensions of the proposed improvement. Show all dimensions on work to be considered, distances between existing and proposed work and distance of proposed work from property lines.

3.4.3 Detailed description of materials to be used shall be provided. For example, indicate whether brick to be used is full size, pavers, false brick, etc. Block work should be described by size and type. For example 6x8x16 plain block, slump stone, etc. Indicate whether or not block work is to have stucco applied or not. Whenever possible use brand names, supplier sources and or trade names. For example; Orco Block "La Paz" Slump Stone 6x8x16.

3.4.4 Drawing showing applicable elevations (side view), footings, etc.

3.4.5 Colors of all proposed materials to be used.

3.4.6 Plotted location of sprinklers, drains, trees, shrubs, fencing, patios, patio covers, walls,

barbecues, pools, spas, and association equipment, and any other structures.

3.4.7 Types and sizes of plants to be used, as well as, height at maturity.

3.4.8 All water details (fountains, waterfalls and ponds), **must** be accompanied by hard drainage system plan.

3.4.9 Any applicable statue or fountain details (photos, cut-sheets, dimensions, color, material, etc).

3.4.10 The street address, tract and unit number, owner's name, a daytime and evening phone number.

3.5 Other Information:

3.5.1 Any other information may be deemed necessary by the ARC in reviewing the request.

3.5.2 The ARC may require additional fees for items which require extensive review

3.5.3 It is each Owner's responsibility to accurately depict all property lines and easements associated with their Exclusive Use Area. The Association's ARC does not have the authority to authorize construction upon common area or on easements. The Association reserves the right to require removal of improvements discovered to be on common area or an easement.

3.5.4 ARC approval does not waive or constitute or reflect compliance with any federal, state, or local law, ordinance, or code. Approval by the ARC does not relieve or satisfy an Owner's obligation to comply with all government laws and regulations affecting use of premises, subject to any approved plans. Approval by the ARC does not constitute approval by the city or county; and approval by the city or county does not constitute approval by the ARC. It is each Owner's responsibility to obtain all necessary permits and satisfy compliance with federal, state, or local law, ordinance, or code.

3.5.5 ARC approval does not constitute acceptance of any technical or engineering specifications; and the Association assumes no responsibility for such. The property owner is responsible for all technical and engineering specifications. Approval by the ARC does not warrant structural safety, conformance with building codes or other applicable governmental requirements. The ARC reviews for aesthetic purposes only.

3.5.6 Any oversight of a provision of the governing documents, or a provision of the Architectural & Landscape Guidelines, does not waive the rule. Corrections may be required. Only improvements depicted on the plans can be reviewed by the ARC. The Owner is responsible to ensure all improvements are depicted on the plans submitted. Any improvements not depicted on the plans are not approved. Any change(s) to approved plans shall be deemed unapproved until resubmitted and approved. Approval of plans and specifications shall apply only to the property for which approval is granted and is not authorization to proceed with Improvements on any property other than the property

reviewed by the ARC and **owned** by the Applicant. It is each Owner's responsibility to specifically call out all improvements that they seek to gain approval for. Improvements which are not described with specificity may result in later disputes and potentially the removal or relocation of the ambiguous improvement. Thus it is in the best interests of all to ensure a thorough and detailed preparation of any architectural plans submitted for approval.

3.5.7 The use of a neighbor's Exclusive Use Area for construction access is not permitted unless the neighbor and Association have given written consent that includes a description of the access area. Access or storage of equipment used during the course of construction must be through the homeowner's property only. Property owned and/or maintained by the Association shall not be used for construction access or storage, unless Owner obtains prior written authorization from Association, the Owner agrees in writing to indemnify Association for damage to property owned and/or maintained by Association which is damaged as a result of an Owner's project, and Owner posts a construction deposit for restoration of damage to property owned and/or maintained by Association.

3.5.8 Owner is financially responsible for any repairs and/or replacement to property owned and/or maintained by Association which is damaged as a result of an Owner's project.

3.5.9 Building materials may not be stored on streets, sidewalks, or on property owned and/or maintained by the Association. Streets may not be obstructed by construction equipment. All rubbish, debris and unsightly material or objects of any kind shall be regularly removed from the property and shall not allowed to accumulate thereon.

3.5.10 Approval of plans and specifications is not authorization to revise the original drainage system installed by the Builder and approved by the City/County.

3.5.11 Applicant understands and agrees that Applicant must comply with all of the provisions of the Architectural & Landscape Guidelines.

3.5.12 All of the provisions of the Architectural & Landscape Guidelines (including, but not limited to, the Conditions of Approval) are the provisions of the governing documents regarding Architectural Review; and are incorporated herein by this reference. The applicant has read and understands all provisions and agrees to comply therewith. Approval of plans is subject to and does not constitute a waiver of the terms and provisions of the Association's Declaration, Supplemental Declaration, Architectural & Landscape Guidelines, Rules and Regulations or other Operative/Governing Documents. Any violation of the Governing Documents must be corrected upon notice of violation.

3.5.13 In the event that the City of Highland requires modifications to the plans and specifications previously approved by the ARC, the Owner shall submit to the ARC all modifications to the plans. The ARC shall have the right to review and impose further conditions on such modifications which are not inconsistent with the requirements imposed by the City of Highland. The ARC shall have the right to impose conditions of approval of proposed Improvements which are more restrictive than conditions as may be imposed by the City and/or County.

3.5.14 Failure to comply with and satisfy all procedural requirements for an application may void approval.

3.6 Appeal (Exhibit C2):

While the Declarant has the authority to appoint a majority of the ARC, all decisions made by the ARC shall be final. Thereafter, in the event of an adverse decision, the applicant may request an appeal, utilizing the Request for Board Approved Architectural Appeal/Variance form (Exhibit C1/C2), to the Board of Directors. The appeal must be filed within thirty (30) days of the decision by the ARC and must be submitted in writing (using Exhibit C2), to the Board, through the managing agent. Please refer to the CC&R's Article IV, Section 4.9 regarding Appeals.

An Application for Appeal shall be heard at the Board Meeting following submission, so long as the Application is received at least ten (10) days prior to the date of the meeting. Otherwise, the Application will be considered at the next following Board Meeting. In any event, the written decision of the Board of Directors in response to any Application for Appeal shall be provided within forty-five (45) days following the date such request is received.

The requesting owner is encouraged to attend the Board Meeting at which the Appeal is considered. In the event the requesting owner cannot attend the Board's Meeting, then the owner is encouraged to provide the Board with a written description of the reasons why the Request for Appeal should be granted.

3.7 Variance (Exhibit C1): The ARC may authorize a variance from compliance with any of the Architectural provisions in accordance with the CC&R's, Article IV, Section 4.8. Owners must utilize the Request for Board Approved Architectural Appeal/Variance form (Exhibit C1/C2) when making this request and reimburse all costs associated with the preparation and/or filing of the variance. In order for Unit configuration and/or neighboring Units to be taken into consideration, photos and layout are required to be submitted by Owner with the request.

3.8 Submittal to the City of Highland:

Upon obtaining the written approval from the ARC, the Owner shall thereafter submit plans and specifications to the City of Highland if the proposed Improvements require the issuance of a building permit or other City of Highland required approval. In the event of a discrepancy between this document and City of Highland requirements, the most restrictive standard shall prevail. The Association will not be responsible for actions taken by government agencies. In the event that the City of Highland requires modifications to the plans and specifications previously approved by the ARC, the Owner shall submit to the ARC all modifications to the plans.

3.9 Best Management Practices

Any exterior modifications to your home will impact the environment. Homeowners and the Association are accountable to the California laws that are now in place to protect our water resources and local environment. Erosion control during your landscaping installation to prevent dirt and debris from entering storm drains is particularly important. The Association, Owners and Contractors are required to comply with the Water Quality Management Plan for the Serrano at Glenrose Ranch Homeowners Association residential project. Questions regarding the WQMP

may be directed to the City of Highland Public Works Department at (909) 864-6861.

Trash containers can be placed on streets or other areas of the property that are exposed to the public only from 5:00 PM the day before trash collection to 10:00 PM the day of trash collection unless otherwise approved in writing by the ARC.

Parking restrictions are detailed in Article VIII, Section 8.2 of the CC&R's. Prohibited vehicles are motorhomes, travel trailers, camper vans, boats, stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks, limousines, buses or vans designed to accommodate more than ten (10) people, vehicles having more than two (2) axles, trailers, inoperable vehicles or parts of vehicles, aircraft, any vehicle or vehicular equipment not deemed a nuisance by the Board.

The property owner is financially responsible for any equipment removal and repairs the Association deems needed to comply with these restrictions.

3.10 Hours of Operation

All improvement installation operations shall be carried on in accordance with the City of Highland ordinances, whichever is more restrictive.

3.11 Notice of Completion (Exhibit B):

Within thirty (30) days after completing installation, a completed "Notice of Completion Form" (NOC) must be submitted to the ARC. Upon the ARC's receipt of the NOC form, the Committee shall forty-five (45) days to inspect those improvements completed upon the Owner's Unit and shall notify the Owner in writing of failure to comply, specifying the particulars of noncompliance, if any. The Owner shall remedy such noncompliance or remove the same within a period of not more than thirty (30) days from the date that notice of the ARC ruling is given to the Owner. If after thirty days the Owner has failed to remedy such noncompliance, the ARC shall notify the Board in writing of such failure, which shall result in the hearing process.

Once the NOC is approved in writing, the Association will confirm that the Common Area has not been damaged during yard installation and there are no fines or outstanding assessments against the owner. Your deposit will then be refunded with the Association's regular check run (30-45 days from date of NOC approval).

SECTION 4 GENERAL GUIDELINES

Model Complexes: The construction features and landscaping provided by the Merchant Builders at the model complexes should not be considered as an example of what may be constructed consistent with these Guidelines. The construction features and landscape materials located at the model complexes were provided for sales and marketing purposes only. Some of the landscape and construction features at the models may not comply with the Guidelines and therefore may not be approvable by the ARC on an individual Owner's Exclusive Use Area.

4.1 Exclusive Use Area - Rear Yards/Side Yards (If Applicable)

- a. Paving materials must be compatible with the home color and style.
- b. All low walls, planter walls and other raised hardscape elements shall be installed a minimum of 1' from the perimeter fence/wall and 2" from the side yard fence/wall.
- c. All plant material shall be installed a minimum of 1' from the perimeter and/or side yard fence. All improvements for Plans 1(S680), 2(S681) and 4(S684) require a minimum 6" improvement separation from the adjacent residential buildings.
- d. If a raised planter is intended, the perimeter and/or side wall cannot be used to hold the dirt. A low wall must be placed between the perimeter and/or side wall to act as the planter wall, which must be installed a minimum of 6" from the perimeter wall and 3" from the side wall. Raised planters are not permitted adjacent to iron fencing.
- e. All irrigation systems should be designed by a licensed landscape architect or an irrigation designer to ensure efficient water management and plant growth. Irrigation systems shall be designed to prevent water from spraying across property lines or onto structures maintained by the Association. Any irrigation within 2' of the adjacent building are required to be a drip irrigation system.
- f. Wall type fountains may not be attached to the perimeter wall or the side wall.
- g. Fountains exceeding the height of the adjacent wall or fence must be screened with evergreen plant material from adjacent Units with a setback great enough to accommodate the screening.
- h. Statues exceeding the height of the adjacent wall or fence must be screened with evergreen plant material from adjacent Units with a setback great enough to accommodate the screening.
- i. Basketball backboards, portable, permanent or otherwise, shall not be allowed.
- j. Outdoor sound systems are not permitted.

4.2 Patio Covers/Gazebos/Trellis/Decks

Free standing canvas patio covers are not permitted.

Gazebos: Freestanding structures (sometimes pre-manufactured) with "pitched roof". Roofs can be "open" trellis type or have "solid" roofing material.

Gazebos are not permitted.

Trellis/Patio Cover: Wood or "Alumawood" shade structures with "open" trellis type

(normally flat) roof.

If your Unit has a rear Exclusive Use Area “yard” large enough to accommodate a patio cover or similar structure, it may be free standing or may be attached to the Condominium Building as long as it meets the following guidelines.

- a. No Owner of a Unit shall construct or install a patio cover or similar structure without complying with all ordinances and regulations of the City of Highland. This restriction shall specifically include, without limitation, full compliance with all setback requirements of the City of Highland.
- b. Must be constructed of wood, “alumawood” or other ARC approved material, minimum 4” x 4” post size, minimum 2” x 3” lattice size. Color and detailing shall match existing structure color(s) and style of the community.
- c. Owner shall leave a setback of at least three (3) feet between their patio cover and the next adjacent structure.
- d. No Owner of Plan 1 models will be permitted to construct an attached patio cover.
- e. The Association reserves the right to determine if the construction of an attached patio cover contradicts the aesthetic, size, and space requirements of the community.

Trellis/Patio Covers are not permitted in a front or side Exclusive Use Area.

- a. No Owner of a Unit shall construct or install a patio cover or similar structure without complying with all ordinances and regulations of the City of Highland. This restriction shall specifically include, without limitation, full compliance with all setback requirements of the City of Highland.
- b. Must be constructed of wood, “alumawood” or other ARC approved material, minimum 4x4 post size, minimum 2x3 lattice size. Color and detailing shall match existing structure color(s) and style.

Deck: Wood structure raised off the ground more than 2’. Normally intended for “live loads” (walking or sitting on).

Decks are not permitted.

4.3 Play Structures

Swings, playhouses and other playground equipment will be considered on an individual basis and permitted if located unobtrusively, as determined by the ARC. Bright colored elements, including primary colors, will be prohibited if they are above the height of the perimeter wall and not compatible with the existing colors of the house. Playhouses/structures are not permitted in any front or side Exclusive Use Area.

4.4 Portable Basketball Guidelines & Other Recreational Equipment

Portable basketballs are not permitted in the Association Property. Recreational equipment, such as, but not limited to, hockey nets, are not permitted in the Association Property.

4.5 Walls/Fences/Gates

Owners may not construct additional walls/fences/gates in their Exclusive Use Area.

4.6 Water Features and Spas

Spas and similar water features such as reflecting pools, koi ponds, and fountains are permitted in Exclusive Use Areas that are large enough to accommodate such improvement and are not visible from the street. A spa or other similar water feature must not damage existing walls or fences. Rockwork, slides, fountains, or other water features may not exceed the height of the adjacent property line walls or fences unless evergreen plant material is installed between it and the adjacent wall or fence, with a minimum set back of 5'. Structures not exceeding the wall or fence height must be set back from any property line a minimum of 3'. Owner must determine if there are utility easements on their property. Owner shall understand that construction is not permissible over any easements.

4.7 Accessory Equipment

- a. Shall be screened from the view of any Unit, and from the public view from any public right-of-way with acceptable fence, wall or plant material.
- b. Shall be located where it will minimize disturbance to neighboring Unit Owners.
- c. Shall conform to governing laws and agency regulations.

4.8 Heaters and A/C Unit Location

- a. Gas fired heaters for pool/spa shall be stackless or low profile in configuration.
- b. A/C Unit shall remain in location originally designated by builder. The ARC will consider A/C Unit location changes on a case by case basis.

4.9 Temporary Structures

No outbuilding, tent, shed or other temporary building, structure or Improvement may be placed upon any portion of the Properties either temporarily or permanently without approval of the ARC. No garage, carport, trailer, camper, motor unit, recreation vehicle or other vehicle may be used as a residence in the Properties, either temporarily or permanently. Refer to your CC&R's for complete restrictions.

Dog houses must be placed in an area enclosed, for the exclusive use of the resident. Dog houses are not permitted on front landings, porches or in any area without six (6) feet high fencing.

4.10 Exterior Fires/Barbecues/Fireplaces

If your Unit has a rear Exclusive Use Area "yard" large enough to accommodate an exterior fireplace or built-in barbecue or similar structure, it must be free standing and cannot be attached to the Condominium Building.

Fireplaces shall only be gas burning and must not exceed 12'. If the fireplace (including spark arrestor) is higher than the adjacent wall or fence, a setback equal or greater than the height of the fireplace is required, however the intent is that the structure is to be screened adequately from view of neighboring homes. Depending on Unit configuration with relation to neighboring Units, the setback may be lowered to a minimum of 5' provided the screening

materials can be installed and maintained appropriately in this space. The maximum height of detached fireplaces and chimneys shall be not more than 12'. The minimum setback shall be 5'. The structures shall be screened with evergreen landscape materials.

Fire pits are not permitted. Barbecue islands and other types of permanent barbecue structures and outdoor kitchens shall maintain a minimum set back of 5' between the burning element and the property line, provided the structure is not visible above the adjacent wall or fence. As with fireplaces above, if the structure is visible above the adjacent wall or fence, it must be screened with evergreen landscape material appropriate for the space.

4.11 Alteration of Common Area or Association Maintenance Areas

Any modification to the Common Area is strictly prohibited. The addition of plant material or alteration of flatwork is not permitted in the Common Area or Association Maintenance Areas. Regardless of whether a submitted set of plans with proposed alterations to the Common Area or Association Maintenance Areas is deemed approved per Section 3 above, improvements of this nature shall not be permitted, unless explicitly approved in writing as also noted in Section 3 above.

4.12 Trees

No trees or plants may be planted or maintained in pots on the Association maintained Common Area or Association Maintenance Areas. Trees planted on an Owner's Exclusive Use Area must be maintained by Owner.

4.13 Drainage

There shall be no interference with the established drainage pattern over any part of the Properties. For the purpose hereof, "established" drainage is defined as the drainage which exists at the time the overall grading of any part of the Property is completed by the Developer, which may include drainage from the Association Properties over any Unit or Association Maintenance Areas in the Properties. Your Unit has been graded in accordance with the requirements of local agencies for the purpose of directing the flow and drainage of surface water. If the existing drainage is altered in any way as a result of, (a) the alteration of swales or drainage courses, (b) a change in grading, or (c) any landscaping or other improvements that are installed in such a way so as to alter the drainage flow on your property, you should consult with a licensed civil engineer. Developer and Association shall not be responsible for such drainage of water of any damage to persons or property resulting therefrom. No changes to the existing grade are allowed.

You are advised to properly maintain and to promptly repair any leaks in pipe systems and valves. The Developer and Association will not be responsible for damage that results from over-watering, failure to maintain pipe systems or valves, and/or damage or alteration to developer installed drainage pipes and systems.

4.14 Potted Plants

Potted plants are only permitted on Owner's Exclusive Use Area. Owner may not place any potted plants in the Common Area. The ARC may require the removal of any potted plant that it determines is a nuisance (for example, plants with diseases or insect infestation).

Artificial plants are not allowed.

4.15 Address Numbers

Address numbers shall be uniform. Address numbers other than those originally installed by the Developer, or those approved for the entire association by the Board of Directors, will not be permitted.

4.16 Lighting

Original exterior lighting is the only approved lighting that may be affixed to the building. The garage coach lights are on an automatic photocell and may not be changed. No additional lights may be installed or changed without ARC approval. Exterior lighting shall be hooded and arranged to reflect away from adjoining properties and streets.

4.17 Holiday Lighting/Decorations

The temporary display of seasonal decorations, other than decorative flags, is permitted on Owner's Exclusive Use Area. No prior approval from the ARC is required; provided:

- a. Decorations are permitted in your Exclusive Use Area; however, decorations of any type are NOT permitted in the Common Area. The Common Area includes, but is not limited to, roofs, stairways, trees, bushes or other landscaped areas maintained by the Association, etc. Any decorations found in the Common Area will be removed at the owner's expense.
- b. Holiday lights may be placed on the wood fascia in your Exclusive Use Area; however, you must use hooks intended for holiday lights. Lights may not be stapled, nailed or otherwise attached to the wood in this manner. As an alternative, you may use a non-penetrative type of attachment material.
- c. All decorations are permitted up to 30 days prior to the holiday and must be removed within 10 days after the holiday. All holiday decorations celebrating holidays in December and January may be placed from Thanksgiving and removed by January 15 of each year.
- d. Wreaths or other similar type of decorations may be placed on front doors with appropriate wreath hangers and remain as long as they are attractive and in good condition. The doors may not be penetrated in any way.
- e. Decorations are permitted on the garage doors or garage areas. The wood casings for the garages can not be penetrated in any way.
- f. Any decorations placed on railings or other similar areas should be placed with care and should not cause damage.
- g. Decorations are not permitted on any portion of the stucco or the roof area.
- h. Homeowners should be considerate of neighbors when decorating for holidays.
- i. Homeowners may be held monetarily responsible for any and all damage caused to any portion of the common area or exclusive use common area by any type of decoration.

4.18 Flags of the United States

Display of the flag of the United States is permitted on the Owner's Exclusive Use Area pursuant to California Civil Code Section 1353.5, so long as the flag and flag pole are located solely within, on and over the Owner's Exclusive Use Area. However, no Owner is permitted to display the flag of the United States where (a) any portion of the flag or flag pole extends onto or over the Common Area owned in fee by the Association, without the permission of the ARC, or (b) the flag or flag pole creates an unsafe condition, including without limitation, obstructing the vision or pathway of any pedestrian or motorist. No flags are allowed to be hanging if they are torn or tattered, flag must be in good condition.

Owners are required to submit the proposed location of any flag and flagpole to the ARC to determine compliance with the foregoing requirements. The Owner shall be solely responsible for any damage or injury to persons or property resulting from the placement of the flag or flagpole.

4.19 Decorative Flags

Decorative flags, including seasonal flags, are permitted only in the Owner's Exclusive Use Area, subject to ARC approval. Owner must submit drawings or plans showing the proposed location of the flagpole to the ARC. Owner may not install any flagpole until Owner receives written approval of such drawings or plans.

Decorative flags must be of a subject matter that is commonly acceptable. For example, seasonal flags that display typical holiday, weather season representations, school or sports are permitted, while flags that display offensive subject matter such as a swastika or depictions of nude people are prohibited. The ARC reserves the right to require any Owner to remove a decorative flag that the ARC deems offensive. The Owner shall be solely responsible for any damage or injury to persons or property resulting from the placement of the flag or flagpole. No flags are allowed to be hanging if they are torn or tattered, all flags must be in good condition.

4.20 Outdoor Storage

All items stored outside (such as garden hoses, yard equipment, trash cans and recycling bins) must be completely screened from streets, greenbelts and adjacent Units. The appearance of the items as seen from second floors should be considered.

4.21 Post Tension Slabs

The concrete slab for your Unit may have been reinforced with grid of steel cables installed in the concrete slab and then tightened to create extremely high tension. Owner agrees not to cut into, or permit anyone to cut into or otherwise tamper with a post tension slab.

4.22 Advertising/Contractor Signs

No sign, poster, billboard, advertising device, or other display of any kind shall be displayed so as to be visible from outside the Properties without the prior written consent of the ARC. Contractors performing work on the individual Units may not post their company's sign upon the Owner's Unit. No sign shall be placed by a homeowner on an Association maintained

fence, on the building or in a window.

4.23 Mailboxes

Mailboxes are the property of the Association and shall not be altered. However, the lock mechanism is Owner responsibility.

4.24 Streets/Walkways

No construction debris or materials such as sand or bricks may be permitted to remain on the streets or walkways. All items of such nature must be stored in the Owner's Exclusive Use Area and shielded from view from the street, Common Area and neighboring lots. In the event that any materials are delivered and deposited on the streets or common areas, the Owners will be held responsible for the costs involved in cleaning and/or restoring the common areas, streets or walkways. The Association reserves the right to clean the streets, sidewalks and any other Association maintenance area and bill the responsible owner for costs.

4.25 Window Coverings

Only curtains, drapes, shutters or blinds may be installed as permanent window covers. No aluminum foil, paint, newspaper, stickers or similar coverings deemed to be inappropriate for a window covering shall be applied to the windows or doors of any Unit. Window awnings are not permitted. Exterior window treatments are not permitted.

4.26 Window Tinting

Window tinting and mirror finishes will not be approved. **NOTE:** Most failures of dual-glazed units are due to "moisture" condensation that can be traced to the presence of tinted film on the inside of the glass. The deflection caused by the tinted film creates heat build-up and consequent expansion within the airspace of the dual unit, and destroys the butyl seal. Water vapor is thus admitted and condenses between the panes. In addition, cracking of the windowpanes may occur. Neither the window manufacturer nor the Developer will be responsible for replacement of dual glazed windows should window tinting be applied.

4.27 Outside Installations

No projections of any type may be placed or permitted to remain above the roof of any building within the Properties, except one or more chimneys and vent stacks originally installed, if at all, by the Developer. No basketball backboard or other fixed sports apparatus may be constructed or maintained in the Properties except with the ARC's written approval. No fence or wall may be erected, altered or maintained on any Unit except with the ARC's prior approval. **No patio cover, wiring, or air-conditioning fixture, water softeners, or other devices may be installed on the exterior of a Unit or be allowed to protrude through the walls or roof of the residence (with the exception of those items installed during the original construction of the Unit) unless the ARC's written approval is obtained.** Glass block is not permitted in any improvement. Free standing canvas patio covers are not permitted.

4.28 Water Supply System

No individual water supply, sewage disposal or water softener is permitted on any Unit unless such system is approved by the ARC and is designed, located, constructed and equipped in

accordance with the requirements, Guidelines and recommendations of any applicable water district, the City of Highland, the ARC, and all other applicable governmental authorities.

4.29 Satellite Dishes & Antennae

All exterior antennae that are visible (fully or partially) from any Condominium Building area or other Unit, or that have a diameter exceeding the measurement allowed by California and federal laws must be approved by the ARC. Please reference Article VIII, Section 8.5 of the CC&R's.

No owner shall install, or cause to be installed, or maintain any satellite dish or similar electronic receiving or broadcasting devices having a diameter more than one (1) meter in the project. The location of the satellite dish/antennae should take into account their visibility from the streets and common area. Please attempt to install your dish/antennae in the least visible location possible.

Satellite dishes/antennae are not to be located above the roof line.

All wiring shall either be hidden out of site, or painted to match the structure it is attached to. Wires shall not be left hanging loose or unpainted.

Owners shall complete and submit an architectural application for review and approval prior to installation of such device in order to minimize the possibility that the placement of an outdoor antenna or satellite dish is deemed to be unapproved. An Owner must complete and submit an architectural application after installation, if not submitted prior to installation, at which time the ARC will determine if the antenna or satellite dish is approved.

If satellite dish/antennae is installed in an area that is visible to the Common Area or street, based on the location required for a signal, the Association reserves the right to request additional camouflage to mitigate its obtrusiveness and visual impact. The Association also reserves the right to require the relocation to another area if the Association can provide an alternative location with appropriate signal strength. The cost of the test for signal strength shall be by the Association. The cost to relocate the satellite dish shall be by the Owner.

4.30 Interior of Units

Each owner shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surface of the walls, ceilings, floors, windows and doors bounding their own Unit, subject to restrictions contained in the CC&Rs.

4.31 Structural Alterations

No Owner shall make or cause to be made structural alterations or modifications to the interior of their Residence without the prior written consent of the Architectural Committee. No Owner shall make any improvement or alteration within the boundaries of their Residence which impairs the structural integrity or mechanical systems, or lessens the support of any portion of the Common Property.

4.32 Garages

Garages may not be converted for any other use than parking of the number of vehicles it was originally designed to accommodate.

4.33 House Painting Review Procedure

4.31.1 Submittal Requirements:

- a. Photos of all 4 sides of the home from corner to corner along with any additional structures (trellises, patio covers, etc.) that are to be painted.
- b. Photos of the front of the house on either side of the home being processed.
- c. Color swatches of the colors to be used and where.
- d. Photo or plan marked up to indicate which color is to be applied to which surface.
- e. Justification statements. See below.
- f. **IF ALL REQUIREMENTS ARE NOT PROVIDED WITH SUBMITTAL, SUBMITTAL WILL BE RETURNED AND WILL BE DEEMED INCOMPLETE AND UNACCEPTABLE.**

4.31.2 Justification Statement:

- a. Provide a written statement as to whether or not a color change is desired and if so, on what surfaces and elements.
- b. Provide a written statement explaining the selection of colors. Important to provide justification as relates to the color selection and its appropriateness to the exterior elevation style of the home. (Exterior color schemes are directly related to architectural styles and will be reviewed based upon this criteria.)
- c. If existing color scheme utilizes more than one color on stucco surfaces and/or planes, maintain this same differentiation in tone and intensity with new color selections.
- d. Provide any photos or references justifying the color selection and its use on the same architectural style of home.
- e. Provide a written statement justifying the intensity and/or tone of the color based upon the existing tone and color of the neighborhood as a whole, the size of the unit and the distance between homes. The larger the home the greater the need to tone down or soften the color selection. The farther the homes are separated from each other, the greater the need to tone down or soften the color. If the general tone of the color schemes and the neighborhood as a whole is muted, then the color selection needs to be softer and/or more muted.

4.31.3 Review Elements:

- a. Appropriateness of color scheme to architectural style.
- b. Color tone and intensity in keeping with overall neighborhood.
- c. Color tone and intensity in keeping with size of home and separation from neighbors.
- d. Color compatibility with adjacent homes.
- e. Does not repeat color scheme of an adjacent home.

4.34 Room Additions

Room additions and any other structural change to the Condominium Building are not permitted.

4.35 Screen Doors

Screen doors may be installed on the front door or entrances without ARC approval provided the door is retractable and the frame is painted to match the adjacent surface. Security style screen doors are not permitted. Any other type of screen door must be approved by the ARC. A brochure showing the screen door and color selection must be provided for review.

4.36 Awnings

Awnings are not permitted.

4.37 Sound Attenuation

1. Residents shall not cause or permit noises to be made in their unit or in the common areas, which interfere with the peace and quiet of other residents.
2. Homeowners may not take any actions that may interfere with the structural noise mitigation improvements installed in the residents, including, but not limited to:
 - a. Puncturing, piercing or otherwise altering any walls shared with another residence.
 - b. Installing any sound system, stereo speakers or other entertainment system on any walls or ceiling of an attached residence
 - c. Installing any tile or other hard surface flooring on the upper levels of any attached residence without the prior written approval of the Architectural Committee or Board.
3. To minimize the noise transmission from a Residential Unit, each Owner shall adhere to the following:
 - a. On all party walls (walls shared with another residence), acoustical sealant shall be packed around the point of penetration of all pictures and other decorative items hung from the wall that require nailing or screwing.
 - b. Speakers for music reproduction and television shall be elevated from the floor by a proper acoustic platform
 - c. Pianos shall have at least ½ inch neoprene pads under the supports to minimize vibration transmission into the structure. All furniture shall contain rubber castors or felt pads.

4.38 Fire Sprinkler System

Each Unit and modifications thereto shall conform to the requirements of the City Fire Authority, which may include, but shall not be limited to protection by an automatic fire sprinkler system in a manner meeting the approval of the City Fire Authority division. There shall be no alterations, modifications, tampering or applications to the fire sprinkler system.

SECTION 5

NON-LIABILITY OF APPROVAL

Neither the ARC, nor any member of the ARC, nor the ARC's duly authorized representative shall be liable to the Association or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the ARC duties as contained in Article IV of the CC&Rs. The ARC shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Properties generally.

Plans and specifications are not approved for (a) engineering design, (b) compliance and zoning and building ordinances, and other applicable statutes, ordinances or governmental rules and regulations, (c) compliance with the requirements of any public utility, (d) any easements or other agreement, or (e) preservation of any view and by approving such plans and specifications neither the Architectural Committee, the members thereof, the Association, the Owner, the Board nor the Developer, nor agents, employees, attorneys or consultants of any of the foregoing, assume liability or responsibility therefor, or for any defect in any Improvements constructed from such plans and specifications for any obstruction or impairment of view caused or created as the result of any improvements approved by the ARC.

SECTION 6 CONTRACTOR GUIDELINES

Owners are to ensure that any contractor they hire to perform work in the community adhere to the following:

- 6.1 Contractor shall abide by all traffic safety rules and signs, posted and otherwise. The Association is a family community – watch for children playing.
- 6.2 Vehicles and other equipment must be parked in such a manner so as not to block traffic or access to fire hydrants, driveways, streets or mailboxes.
- 6.3 Contractors shall not leave vehicles, equipment, trash, construction debris or material on streets overnight.
- 6.4 Contractors shall adhere to all Local Ordinances in the performance of work.
- 6.5 Portable toilets are not allowed unless approved by the Board in writing.
- 6.6 Dumpsters shall be maintained in a neat and sanitary manner on the residential lot during construction. Materials shall be placed so that they are not visible outside of the dumpster. A regular dumping service shall be retained a minimum of once per week. Dumpsters are not permitted in shared driveways, courtyards, Association maintained streets, or on Association maintained property.
- 6.7 Community landscaped areas and sidewalks shall be protected during construction. The Association will repair any damage to the common area caused by the construction activity and will either back-charge the lot owner or will deduct the cost thereof from the construction/clean up deposit. For major remodels, the Association reserves the right to require screened fencing, which includes the use of a six foot chain link fence and frontage gate secured by a dark green mesh behind the sidewalk, which shall be maintained in good condition and all construction materials must be kept behind the fence.
- 6.8 If lumber or other packaged material is unloaded in the street, street access must not be blocked and safety warning devices must be used while the material is being unloaded. The maximum length of time that material can be stockpiled in the street is eight (8) hours. Unpackaged material, such as sand or soil, may not be unloaded in the street. Stockpiling in the street is prohibited.
- 6.9 No construction equipment, materials, debris or trash shall be allowed to accumulate or be stored on the Properties.
- 6.10 Contractors shall not bring or use alcohol or recreational drugs on site.
- 6.11 Contractors shall not bring dogs on site. Contractors shall only be allowed to bring onto the

Properties persons who are working with Contractor on the construction project.

- 6.12 Contractors must take all necessary safety precautions and shall erect and maintain barriers, lights, signs and other safeguards to give adequate warning to everyone on or near the site of dangerous conditions associated with their construction activity.
- 6.13 All construction activity must comply with local governmental codes/permits as well as plans approved by the Association's Architectural Committee.
- 6.14 At the end of the work day, the streets must be left broom clean. All debris (i.e. paper, bottles, cans and litter) must be removed from the job site on a daily basis. Street washing is strictly prohibited. When work is being performed in a residence by the Owner, contractor or by a tradesman, daily cleanup of the area involved is required, unless specifically excused in writing by the Board of Directors. The cleanup is the responsibility of the residence Owner. If such cleanup is not performed as required and must be done by employees or contractors of the Association, the residence Owner will be assessed cleanup costs as determined by the Board of Directors.
- 6.15 Contractors shall not play radios or other musical appliances so that the sound extends across the lot property lines. Contractors shall minimize noise impacts from generators or other construction equipment.
- 6.16 Contractors must perform work in accordance with Best Management Practices and the Master Water Quality Management Plan (i.e. Erosion and sediment controls must be in place. Washing must be confined to the lot area. Materials may NOT be discharged into the storm drain).