

Sierra Highlands Community Association

Rules and Regulations

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Sierra Highlands Community Association

Introduction

Communities such as Sierra Highlands Community Association, succeed best when the community subscribes to and follows rules and regulations that are clear, fair, and enforceable. The purpose of this document is to set forth such Rules and Regulations for Sierra Highlands Community Association.

The establishment and enforcement of the Rules and Regulations is expressly authorized by the governing documents of the Association and made a part thereof. From time to time the California legislature modifies statutes regulating the operation of common interest developments (CIDs) such as Sierra Highlands Community Association. In the event that a future statute invalidates one or more provisions of these Rules and Regulations, the remainder will remain enforceable.

The Rules and Regulations are issued by the Board of Directors as authorized by the Declaration of Restrictions (CC&Rs). All owners have been given copies of the By-Laws and the CC&Rs of Sierra Highlands Community Association. Owners are urged to read these documents carefully since they set forth, in complete and detailed form, the rights, duties, and obligations of the homeowners and the Association. Although these Rules and Regulations are derived from the governing documents, they are not comprehensive of everything in them.

Please read the Rules and Regulations carefully and be sure your family, guests, tenants, and invitees understand them fully. If there are any questions, or if you need copies of these or the Associations other governing documents, please contact the property management company.

Common Areas

Each homeowner is liable to the Association for any damage to the common area landscaping, equipment, or improvements if it is caused by negligence or misconduct of the homeowner, his family, guests, tenants, or invitees.

Holiday Decorations

Winter holiday decorations may be displayed on the exterior of the units from the day after Thanksgiving until the following January 10th. All other decorations must be displayed no more than 15 days prior to the day of the holiday and must be removed within 7 days after the holiday.

All outdoor holiday lighting must have a UL or comparable rating. Outdoor lights must be designed for outdoor use. Care must be taken that outdoor lights are placed such that they do not disturb other residents.

Residents may not place holiday decorations on plants in the common area.

Homeowners are liable to the Association for any damage to the common area or Association property including holes, tape marks, and abrasions caused by that homeowner or his or her guests, tenants, or invitees.

Garage Sales

Garage sales are limited to no more than two (2) days per year, per household, with the prior written permission of the Board of Directors.

Maintenance/Construction Hours

Construction and maintenance on any lot is limited to the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday.

Antennae; Satellite Dishes

No antennae or other device such as satellite dishes, shall be erected, used or maintained outdoors above ground on any Subdivision Interest without the prior approval of the Architectural Review Committee as outlined in the Association's CC&Rs, Article 7, Section 7.

Animals

The Association can prohibit the keeping of any animal, which constitutes, in the reasonable opinion of the Board, a nuisance to any other owners.

Any litter deposited by pets on lawns, sidewalks, paths, or other common areas must be removed immediately by the owner of the animal.

Homeowners are responsible and liable for any personal injury or property damage caused by animals residing in their units or visiting.

No household may keep more than an aggregate of two (2) dogs and cats.

All pets must be kept within an enclosure, an enclosed yard or on a leash held by an individual capable of controlling the animal.

No animals of any kind shall be raised, bred to keep on any Lot, except that domesticated dogs, cats, or other ordinary household pets may be kept on the Lots, provided they are not kept, bred, or maintained for any commercial purpose. Livestock, poultry, or farm animals are strictly prohibited from being kept on any Lot.

Residents who are disturbed by an animal are urged to first contact their neighbor and if unsuccessful, to write to the Association or contact the local Animal Control Department.

Noise Control

Please be considerate of those living close to you and keep noise levels as low as possible. Nothing shall be done that disrupts the community's tranquility or interferes with the peaceful and quiet enjoyment of other community residents.

Security and Realty Signs

No signs are allowed which can be seen outside any unit or home with the exception of a security sign or a single For Sale, For Rent, or For Exchange sign.

A maximum of two (2) security signs is permitted in the front yard.

Security signs may not exceed 12"x12" and placed no more than three (3) feet away from the house and no more than three (3) feet above the foundation level.

One (1) temporary realty sign advertising a home for sale may be located on the front yard of the property which is for sale.

Realty signs must be of professional quality or weather resistant material. Realty signs may not exceed 2' x 2'. Sold signs may not be displayed for more than thirty (30) days after the sale of the home.

Rental Requirements

No unit shall be used except for single family or residential purposes.

Any rental or leasing agreement shall be in writing and shall provide that the lease or rental agreement is subject to the CC&Rs, By-Laws, Articles of Incorporation, Architectural Guidelines, and the Rules & Regulations, and shall provide that any failure to comply with any provisions of these governing documents shall be a default under the terms of the rental or lease agreement. Any Owner who shall lease his or her dwelling shall be responsible for assuring compliance by such Owner's lessee with the governing documents.

No Owner may lease such Owner's lot or improvements thereon for hotel, motel or transient purposes. Any lease which is either for a period of fewer than thirty (30) days or to which the lessor provides any services normally associated with a hotel, shall be deemed to be for transient occupancy or hotel purposes.

Owners cannot retain the right to use common area facilities if their tenants are given those rights.

A Residential lot may not be divided or conveyed on a time increment basis (time sharing) at anytime or for any purpose.

Trash Regulations

Members are responsible for picking up their trash if it is spilled, blown, or otherwise deposited onto a common area, and disposing of it in a proper container or receptacle.

Large discarded items such as old furniture and appliances are the sole responsibility of the homeowner to remove from the premises and dispose of properly.

No trash or debris is to be left in any area that is visible to others from walkways, decks, patios, common areas, etc. Trash containers must be covered, kept in a sanitary condition, and stored away from public view when not in use. Trash containers must be placed by the street for pickup no earlier than the night before pickup and must be removed from the street by 8:00 PM the day of pickup.

Vehicle and Parking Regulations

Please remember that children are often at play and observe posted speed limits.

Garages must be maintained to house the number of vehicles for which the garage was designed. A two-car garage must be maintained to accommodate two (2) vehicles and a three-car garage must be maintained to accommodate three (3) vehicles before parking on the driveways is permitted.

Parking on front yard landscape areas is prohibited.

No boat, camper, recreational vehicle, commercial vehicle, trailer, van, or motor vehicle of any type other than a standard automobile may be stored or parked on any lot, except temporarily for the purpose of loading and unloading.

No vehicle or other equipment may be dismantled, repaired, or serviced on any lot, except for emergency repairs. Leaks from vehicles in the street and on driveways must be cleaned up and the runoff captured immediately. Any fines levied for violating this section from the HOA or any governmental entity are the sole responsibility of the homeowner to pay.

Off-road riding within any private lot, common area, open space, or public or private street serving the community is prohibited.

Street Trees

Declarant has planted street trees as required by the City. No trees shall be removed or replaced with a tree of a different species without prior approval of the City, the ARC, and the Board of Directors.

Yard and Landscaping Requirements

Landscaping must be kept neatly trimmed, properly cultivated, and continuously maintained.

Each homeowner is responsible for maintaining the slope banks located on their lot in a manner that will not damage or interfere with established slope ratios, or create erosion or sliding problems. An exception applies to those slope lands maintained by the Association.

Each homeowner will provide free access by homeowners of adjacent and adjoining Subdivision Interest to slopes or drain ways for maintenance purposes.

Sidewalk Landscape Maintenance Areas (parkways) shall be maintained by the Association. No owner shall be permitted to remove any tree installed by Declarant within the Sidewalk Landscape Maintenance Area. No owner shall be permitted to install any additional landscaping or alter the Sidewalk Landscape Maintenance Area in any way. Any damage caused by any homeowner to the Sidewalk Landscape Maintenance Area will be repaired by the Association and charged back to the homeowner.

Enforcement of CC&R s, Rules and Regulations

All homeowners, residents, guests, and invitees are required to abide by the governing documents. Anyone refusing to abide by the governing documents will face discipline by the Board of Directors, as mandated in the governing documents.

In order to maintain the community, homeowners are to report violations to the property management company in writing; using email is acceptable.

Enforcement procedures established for the imposition of monetary penalties for infractions shall not restrict the Board ' s right to enforce the CC&Rs, By-Laws, Rules and Regulations, Architectural Design Guidelines or other governing documents in any other lawful manner.

A first notice to correct the violation will be sent by the management company. The notice will contain a description of the violation and instructions regarding response to the notice and correction of the violation.

If the violation continues, or if the response is otherwise unsatisfactory after the notice, the owner will be called to a Hearing before the Board of Directors and be afforded an opportunity to address the Board on the matter either by appearing personally or by submitting written testimony. The notice shall be delivered to the owner personally or by first class mail to the last address of the owner shown on the Association's records. The Board shall give fair consideration to the owner's oral and/or written testimony in determining whether to impose a penalty. If the Board elects to impose a monetary penalty on a member, the member will receive a written notice within ten (10) days following the action by either personal delivery or first-class mail.

If the violation continues, or if the response is otherwise unsatisfactory, even after the imposition of a monetary penalty, the Board may impose additional or continuing fines until such time as the matter is satisfactorily resolved. If the violation continues, the Board may refer the matter to the Association's legal counsel. If a lawsuit is filed and the Association prevails, the homeowner will be liable for the Association's legal costs and fees.

Fine Schedule

Reasonable fines for first time violations shall be levied in accordance with the following schedule:

Hazardous Activities (Risk of harm to person or property).....	\$500.00
Use Restrictions.....	\$200.00
Vehicle and Parking Restrictions.....	\$100.00
Unauthorized Improvements to Property.....	\$200.00
Any Violation of the Bylaws, CC&R's or Rules & Regulations not specifically mentioned (e.g., dogs barking, trash receptacles being left out).....	\$100.00

Fines shall be in addition to an assessment levied to reimburse the association for expenses and costs. Fines for continuing or repeated violations may be increased to double the initial fine at the discretion of the Board. Fines for a third violation of the same matter may be triple the initial fine at the discretion of the Board.

Special Note: Should a violation occur which imposes a financial obligation to the Association, the homeowner responsible for the violation shall reimburse the Association for this financial obligation. If, for example, a homeowner or his invitee damages a fence, tree, or other common property, repair and replacement costs will be charged to the homeowner responsible for the damage.

**FORMAL COMPLAINT FOR CC&Rs, RULES, POLICIES
AND/OR DESIGN GUIDELINES VIOLATION**

Date: _____

PERSON MAKING REPORT

Name: _____

Address: _____

Telephone: _____

DESCRIPTION OF VIOLATION: Date: _____ Time: _____
(Fill in as completely as possible)

Location:

Description of Violation:

VIOLATOR INFORMATION:

Name: _____

Address: _____

WITNESS:

Name: _____

Address: _____

Telephone: _____

MAIL TO:
Sierra Highlands Community Association
c/o Avalon Management
100 E. San Marcos Blvd, Suite 400
San Marcos, CA 92069

Architectural Guidelines

Objectives

This document is a guide for the members of the Sierra Highlands Community Association Architectural Review Committee, hereinafter known as the ARC, and the homeowners, who are members of the Association. The goal of distributing this manual is to increase the homeowners' awareness of the ways in which the integrity of the Community Plan is preserved and the responsibilities the homeowners must assume in this process. The Guidelines address exterior improvements for which homeowners most commonly submit applications and are not intended to be all inclusive.

The specific objectives of this manual are:

- A. To provide uniform guidelines to be used by the ARC in reviewing applications in conformance to the standards set forth in the legal documents of Sierra Highlands Community Association.
- B. To assist residents in preparing an application to the ARC.
- C. To increase the awareness and understanding of the governing documents including the CC&Rs, Bylaws, and Articles of Incorporation.
- D. To maintain and improve the quality of the living environment in Sierra Highlands Community Association.
- E. To illustrate basic design principles that will aid residents in developing exterior improvements that are in harmony with the immediate neighborhood and the community as a whole.

The intent of these Guidelines is not to inhibit individuality and creativity, but to assure residents of continuity of design that will help preserve or improve the appearance, protect property values, and enhance the overall environment of the Sierra Highlands Community Association.

These Guidelines are directed only to exterior alteration, including landscaping, made by homeowners to their property.

Covenants, Conditions and Restrictions (CC&Rs)

The CC&Rs establish the Sierra Highlands Community Association and the Architectural Review Committee (ARC). The ARC ensures that proposed exterior alterations comply with the standards set forth in the covenants. This involves the regular review of all applications for exterior alterations submitted by residents.

- A. Every member of the Sierra Highlands Community Association has received a copy of the CC&R's with the purchase of their home. However, all too frequently, this information is not provided during a resale, or, when provided, the homeowner may not take the time to read them. The CC&R's are binding on all homeowners and every homeowner is encouraged to read the CC&R's thoroughly for complete understanding of the responsibilities of the Sierra Highlands Community Association and its' members.

Amendments

- A. These Guidelines may be amended from time to time by the Sierra Highlands Community Association Board of Directors. It is anticipated that the changes will primarily be additive, and will not involve substantive changes. However, the existing Guidelines may be amended to reflect changed conditions or technology.
- B. The ARC will conduct an annual evaluation of the Guidelines to determine if amendments are required. Recommendations can be made to the Board of Directors.

Architectural Review Committee– APPROVAL PROCESS

- A. Each Homeowner is required to install their initial ground cover and appropriate landscaping within four (4) months after the date of close of escrow. Landscape improvement plans are to be submitted within two (2) months after the date of close of escrow.
- B. Homeowners are reminded that approval from the ARC is required for any additions or alterations that meet **any** of the following:

All exterior structures, alterations, and landscaping (other than seasonal landscape color changes), of front, side, rear yards and front court yards, including fences and walls.
- C. Any change to the exterior appearance of one's property must be approved by the ARC. Further, once a plan is approved, any further modification must be approved by the ARC prior to installation.
- D. It is important to understand that ARC approval is not limited to major alterations such as adding a room or deck to a house, but includes such items as changes in building and hardscape color and material, etc. Approval is also required when an existing item is to be removed.
- E. Each application is reviewed on an individual basis. There are no "automatic" approvals. A homeowner who wishes to construct a deck, for example, identical to one that has already been approved by the ARC, will be required to submit an application and may or may not receive ARC approval.
- F. **In every case**, an application must be submitted and reviewed in order to consider specific implications of location and impact on surroundings.
- G. The ARC evaluates on the individual merits of the application. Besides evaluation of the particular design proposal, this includes consideration of the characteristics of the housing type and the individual site, since what may be an acceptable design of an exterior in one instance, may not be acceptable for another.
 - 1. The proposed improvements must be compatible with the architectural characteristics of the applicant's house, adjoining houses, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details.
 - 2. Beyond compatibility, the other concerns are access and sunlight.
- H. The review or approval from the ARC is not approving the means or the method of construction, the installation and guarantee to the owner or compliance with City codes or ordinances. This is the sole responsibility of the owner and/or his contractor or landscape contractor.

Management Company

The management company for the Sierra Highlands Community Association is:

Avalon Management
100 E. San Marcos Blvd, Suite 400
San Marcos, CA 92069

There is someone available 24 hours a day for emergency service related to the common areas and during regular business hours for non-emergency service. The property manager and/or his/her assistant can be reached via phone at 760-481-7444 .

Maintenance

Property ownership includes the responsibility of maintenance of all structures and grounds which are a part of your property. This includes, but not limited to, items such as mowing of grass, removal of trash, and structural maintenance. Maintenance affects the visual character and economic values of the property and the neighborhood and, in some cases, safety. These issues can often be dealt with best at the neighborhood level.

Disruption of Community Common Area

Association Common Area which is damaged or disrupted due to installation/construction of an individual owner's improvement must be restored to its original state at the owner's expense. Any improvement plan requiring placement of electrical lines, sewer lines or gas lines over or under the Association Common Area must fully detail the exact location of such lines in relation to owner's lot or unit. Proper authorization for work on adjacent property must be obtained from the owner of said property.

City Permits

Approval by the ARC for any improvement does not waive the necessity of obtaining required city permits or complying with applicable zoning ordinances. Obtaining city permits does not waive the need for ARC approvals. Approval must be obtained prior to commencing construction.

Architectural Review committee Criteria

The ARC evaluates all submissions on the individual merits of the application. In addition to evaluation of the particular design proposal, consideration of the characteristics of the housing type and the individual site will be considered. An acceptable design of an exterior in one instance may not be acceptable in another.

- A. The proposed improvements must be compatible with the architectural characteristics of the applicant's house, adjoining houses, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details.
- B. ARC will consider, but not guarantee, the potential effect of the proposed improvements on views, access, sunlight, ventilation, and privacy of adjoining houses and the neighborhood.
- C. Each neighborhood has individual characteristics and the proposed alteration should be a complement to existing structures and improvements.
- D. The ARC will decide what is acceptable and what is not acceptable.

Procedural Standards

A. Application Procedure and Requirements

Approval of any project by the ARC does not waive the necessity of obtaining the required City permits, such as, pools, walls, fencing and building permits. Obtaining a City permit does not waive the need for ARC approval.

1. All requests are to be made to the Sierra Highlands Community Association to the attention of the ARC on the standard Association Architectural and Landscape Improvement application form which is included in this manual. Additional copies may be obtained by contacting the management company.

All submittal packages must include a check made payable to Sierra Highlands Community Association for a plan review fee in the amount of \$150.00 Additional fees may be charged to the owner if plans are altered or re-submitted, based on a professional consultant's fee of \$95.00 per hour. All submittal packages must also include a security deposit check made payable to Sierra Highlands Community Association in the amount of \$500.00. Unused deposits will be refunded after completion of work and final acceptance by ARC. Payment will be refunded by US Mail within 30 days after ARC 's final acceptance.

2. All ARC submittal packages to include the items listed on the attached Application Procedures form are included in this manual.

Submittal packages will be returned if deemed incomplete. ARC reserves the right to request additional information.

3. Neighborhood Notification:

The intent is to advise your neighbors, who own property adjacent to your lot and would be affected by the proposed work. Obtain signatures of neighbor(s) on the application form.

NO APPLICATION WILL BE CONSIDERED COMPLETE UNTIL THE NEIGHBOR NOTIFICATION CONDITION HAS BEEN SATISFIED.

4. Right of Entry:

If construction work requires the use of common area, or access from property not owned by the applicant for purposes of transporting labor and materials, or for the temporary storage of materials for the work, **the applicant shall obtain written permission from the Sierra Highlands Community Association and the owner** for the right to enter during construction. A copy of the letter granting permission shall be submitted to the ARC prior to commencement of construction. An additional security deposit or bond, as deemed necessary by the ARC, may be required from the owner. Unused deposits will be refunded after completion of work and final acceptance by ARC. Payment will be refunded by US Mail within 30 days after ARC 's final acceptance.

- B. Submittal:

1. Within 30 days of the ARC 's receipt of a complete application a decision will be rendered, either approving or disapproving the application.
2. When the ARC approves the plans, one set of the stamped approved plans will be returned to the owner and the management company and the ARC will retain the other sets.
3. Applicants are prohibited from commencing construction prior to obtaining a written response acknowledging approval of the application by the ARC.

B. Construction

1. Time Period:

Work shall commence within 30 days of approval of plans and be completed within sixty (60) days of approval of plans. A construction phasing plan and schedule indicating a longer construction period shall be submitted by the applicant.

2. Final Review:

Upon completion of the work as indicated on "Approved" copy of the drawings and specifications, the applicant shall notify the ARC in writing and request the final review and conformance report. The review and conformance report will be completed within thirty (30) days.

General

A. Enforcement

Improvements that are installed without the necessary approval from the ARC will constitute a violation of the CC&R's and will require modifications or removal of work at the expense of the homeowner including but not limited to any legal fees incurred. Remedies will be pursued to the fullest extent permitted by the CC&R's and the law.

B. Violations

All owners have the right and responsibility to bring to the attention of the ARC any violations of the Sierra Highlands Community Association Architectural Guidelines by contacting the management company in writing.

C. Damage

Owners shall be responsible for any damage caused to the streetscape or open space areas or other Sierra Highlands Community Association maintained areas as a result of construction improvements. This includes construction debris and other materials used in making said improvements. All refuse must be removed from the premises to a regulated disposal area.

D. No Waiver of Future Approvals

The approval, conditional approval, or disapproval, by the ARC of any proposals, plans, specifications or drawings will not bind the ARC to approve or disapprove the same or similar improvement or matter in the future. The ARC specifically reserves the right to reject the same or similar plans, specifications, or proposals subsequently submitted by the same or any other person.

E. Notice of Completion

The applicant will forward the Notice of Completion, (of the approved improvements) to the Sierra Highlands Community Association, attention: **ARC, c/o** Avalon Management Group, 100 E. San Marcos Blvd, Suite 400, San Marcos, Ca 92069 when improvements have been fully completed. Any construction deposit(s) collected will be refunded only after the Notice of Completion has been submitted to the management company and the ARC has inspected and signed off on the improvement. Refunds will be sent by first class mail within fifteen (30) days of written notification by the ARC that the improvement has been completed per plan.

Landscape Guidelines

A. Landscape & Irrigation

- 1 Unless previously installed by the Builder, plans for all the front, side and rear yard landscaping must be submitted within two (2) months after acquiring ownership. Initial front and side yard landscaping must be installed no later than four (4) months after the close of escrow by the initial purchaser.
- 2 Plants and trees are not to encroach on walkways, neighboring lots or block walkway lighting.
- 3 Modifications to the street trees, turf parkways, alleyway trees and landscape adjacent to sidewalks are prohibited.
- 4 Vines may not be attached to common walls and fences or those surfaces maintained by Sierra Highlands Community Association.
- 5 Irrigation lines must be subterranean except "drip" systems. The irrigation system shall be designed and installed to operate different landscape zones (i.e. sun, shade, lawn and shrubs).
- 6 Appropriate drainage shall be installed, if not already provided by Builder, so as to be directed to the street or as indicated on the individual homeowner exhibits provided by the Builder at the close of escrow, to prevent run-off onto adjacent or common area properties. There should be a slope/drainage of 2% away from the building and water should be collected in a landscape drainage system. Existing drainage pattern/system provided by the Builder may not be altered in anyway.
- 7 Sprinklers must be adjusted so as to spray landscaped areas only.
- 8 Applications for landscape must include:
 - a Listing of plant material and size.
 - b Site plan showing house (plot plan) and location of the proposed landscaping (plant materials).
 - c Planters and retaining walls - with dimensions, materials, color/finish.

- d Hardscape, such as concrete, walls and patios, deck, patio covers with elevations (side views) and construction detail.
- e Drainage plan including location of existing and proposed drain inlets and water flow direction.

B. Drainage

All surface water must have positive drainage away from the building and be collected in a landscape drainage system. Drain inlets must be located throughout landscape areas including side yards. The ARC is not responsible for installation of proper drainage. This is the sole responsibility of the owner and/or his landscape contractor. Drain system provided by Builder must be properly maintained and kept clear of debris.

PROHIBITED PLANT LIST FOR
SIERRA HIGHLANDS COMMUNITY ASSOCIATION

Prohibited Plant List:

This listing includes plant species with characteristics that are potentially destructive to native vegetation and open space by reason of profuse and noxious pollen, excessive height, weed-like characteristics or excessive growth, high water demands, and other undesirable traits. **Under no circumstances shall a plant listed on the Prohibited Plant Palette be planted within Sierra Highlands Community Association.** Moreover, these species will be periodically eradicated when found in substantial quantity in any area of the project. The Board reserves the right to prohibit any plant material not on this list. The prohibited plant lists includes, but is not limited to the following plants:

Ailanthus altissima	Tree of Heaven
Arundo donax	Giant reed
Atriplex semibaccata	Australian saltbrush
Carpobrotus edulis	Sea fig
Cortaderia jubata	Andean pampas grass
Cortaderia selloana	Pampas grass
Cytisus scorpiarius	Scotch broom
Cystisus striatus	Striated broom
Eucalyptus globules	Tasmanian blue gum
Genista monosperma	Bridal broom
Hydrilla verticillata	Hydrilla
Iris pseudoacorus	Yellow flag
Mesembrianthemum crystallinum	Crystalline iceplant
Myoporum laetum	Myoporum
Olea europaea	Olive
Pennisetum setaceum	Fountain grass
Ricinus communis	Castor bean
Schinus molle	Peruvian pepper tree
Schinus terebinthifolius	Brazilian pepper
Senecia mikanioides	German ivy
Spartium junceum	Spanish broom
Tamarix chinensis	Salt cedar
Vinca major	Periwinkle

ARCHITECTURAL GUIDELINES

A. Walls and Fences

- 1 Fence style, materials and finished color are to be compatible with the neighborhood. Chain link is not permissible as fence material except as specified in the Dog Run section. Barbed wire is not permissible as fence material.
- 2 Placement of the fence and support structures may not interfere with adjacent Association sprinkler systems, nor shall fences be constructed over irrigation lines.
- 3 Structural framing or an unfinished side or a fence varying from existing fence standards shall not be exposed to any public street, sidewalk, walkway, park, recreation area or neighboring lot.
- 4 Material for side yard fencing will be given special consideration depending on its exposure to the neighborhood.
- 5 Stepped fencing is permissible where the grade slopes.
- 6 Fences are required to surround pool and spa area. Minimum height requirement per City codes.
- 7 Specific fence requirements:
 - a Wrought Iron:
 - A. Must have painted finish consistent with the Sierra Highlands Community Association approved color(s) – black or bronze (semi-gloss).
 - B. Welded wire mesh may be applied to the interior side of a fence to restrain small pets and children and paint to match fence color. Supplemental landscape must be used to soften the appearance.
 - b Solid Wood Fence - Privacy fence
 - A. Maximum height is 6 feet.
 - B. Must be painted to match the house trim or stained.
 - C. Consideration should be given to shadowing or view obstruction of adjacent property when utilizing a solid fence.
 - c Acceptable material for fencing and walls:
 - A. Wood
 - B. Wrought Iron
 - C. Masonry or stucco, if materials conform to type, quality, color and character of masonry or stucco used elsewhere in the respective neighborhoods.
 - D. 1/4" thick tempered glass with painted metal supports.
 - E. These materials are not all inclusive.

- d Unacceptable fencing materials:
 - A. Aluminum or sheet metal
 - B. Chicken wire or wire mesh
 - C. Galvanized or plastic chain link
 - D. Plastic webbing, reeded or straw-like materials and bamboo
 - E. Corrugated or flat plastic or fiberglass sheets or panels
 - F. Rope or other fibrous strand elements
 - G. Miniature type fencing
 - H. Plastic
- e Under no circumstances shall any owner remove or alter in any way walls and fences that have been erected by the Builder.
- f At no time shall owner attach to, affix, or hang any item on or over any such fences or walls without ARC approval.

B. Air Conditioners

- 1 Air Conditioning units extending from windows are not permissible.
- 2 Compressors and equipment shall be screened from public view by fencing or landscaping.
- 3 If air conditioning was offered as an option and was not installed by the builder at the time of purchase, equipment must be located in the same area in which the optional unit would have been installed, unless otherwise approved by the ARC.
- 4 All roof appurtenances including air conditioners shall be architecturally integrated and concealed from view.
- 5 The sound must be buffered from adjacent properties and streets pursuant to the City's Planning Department, to the satisfaction of the City's Director of PI and Building.

C. Antennas/Satellite Dish

- 1 No television or radio poles, antennae, satellite dishes, or technological evolutions of the foregoing, other than those originally installed by Builder or approved by the Board of Directors or the ARC shall be constructed, erected or maintained on or within the Covered Property. Satellite dishes, one meter or less in diameter, are permitted under the following conditions:
 - a Owner must submit an application and notice to the Board prior to the installation of the antenna.
 - b Application shall include the location, size, and a description of the antenna. Depending upon location, dish may be required to be painted to match surface.
 - c Owner is encouraged to install the antenna in the least obtrusive location without

interfering with the antenna's reception.

- d There shall be no exposed wiring. Wires must be concealed as best as possible. If necessary, contained within conduit or painted to match the surface.

D. Clotheslines

Clotheslines are not permitted.

E. Dog Houses

Dog houses are to be located in rear or side yards only. Dog houses are also to be located out of sight or screened from surrounding property.

F. Barbecues - Permanent

- 1 Permanent barbecues are to be located in the rear or side yards only or interior courtyards not visible from the street.
- 2 Application is to provide the following information:
 - a dimensions
 - b material and color
 - c elevation drawings
 - d location of barbecue in relation to the house and property lines

G. Fireplaces, Chimneys, Flues & Roofs

The exterior appearance of a fireplace, chimney, flue or roof must match the existing or new structure.

H. Flagpoles

The installation of flagpoles shall be subject to review and approval by the ARC.

I. Gutters and Downspouts

- 1 Gutters and downspouts must be painted to match existing trim or stucco.
- 2 Run-off from gutters shall not affect adjacent property, and should be directed to the street or incorporated in the drainage pattern established by the Builder.

J. Lighting - Exterior Walkway and Security Lighting

- 1 Lights are to be directed onto applicant's property and screened to prevent light onto adjacent property.
- 2 Proposed fixtures are to be compatible with applicant's house in style and scale.
- 3 Indicate wattage of lights.

- 4 Indicate location of lights and area they will illuminate.

K. Patios and Decks

- 1 Materials shall be harmonious with applicant's house.
- 2 In designing the deck or patio, a minimum of intrusion upon neighbors' privacy should be given every possible consideration.
- 3 Adequate drainage must be installed to prevent standing water and run-off onto adjacent properties. Drainage must be directed to the street or as established by Builder.
- 4 Wooden decks are to be stained and/or sealed to preserve natural color, or painted to match existing trim.
- 5 Railings are acceptable, providing no patio cover is installed. See "Patio Covers" for details.
- 6 Application for patio or deck is to include the following information:
 - a Site plan indicating location of patio or deck in relation to existing house.
 - b Listing of materials, colors and finishes.
 - c Drainage provisions and flow or run-off
 - d Dimensions
 - e Elevation drawings

L. Patio Covers

- 1 Patio covers may be free-standing or attached to existing structure.
- 2 Obstruction of view corridor from adjacent properties is to be considered when constructing a patio cover.
- 3 Unacceptable construction materials for structures in this section include the following:
 - a Corrugated plastic
 - b Corrugated fiberglass
 - c Plastic webbing, split bamboo, reeded or straw-like materials
 - d Asphalt
 - e These materials are not all inclusive.
 - f. Aluminum or Alumawood patio covers must be approved by the ARC.
- 4 Application for patio covers must include:
 - a Location of cover in relation to house
 - b Materials and color
 - c Dimensions
 - d Elevation drawings

M. Room Additions

- 1 Room additions must be compatible in scale, materials, and color with the applicant's existing structure.
- 2 Pitched roofs must match or be complementary to the existing structure in slope and form.
- 3 No improvement (unless second story improvement or chimneys) shall exceed the roof heights of the existing structure.
- 4 New windows and doors are to be compatible with existing exterior openings.
- 5 Changes in grade which will affect drainage are to be indicated in the application. Provisions must be made to prevent run-off to adjacent properties.
- 6 Materials for construction shall be stored in the least conspicuous area. Excess debris and material shall be removed from the site daily.
- 7 Major features of the existing house such as the vertical and horizontal lines, projections and trim details, are to be reflected in the design of the proposed addition.

N. Screen Doors and Security Doors

- 1 Plans and specifications for screen doors and security doors must be submitted to the ARC for approval.
- 2 All screen doors must be installed within the existing door jamb in a style or color which matches the existing dwelling unit.

O. Security and Realty Signs

- 1 Security signs shall be no larger than 12" X 12" (one foot square). A maximum of sign shall be permitted in the front yard. Additional signs may be approved upon written request. Signs shall be freestanding and not attached to the house or the garage and must be located no more than three feet from house, no more than three feet above foundation level.
- 2 No signs are allowed which can be seen outside any unit or home with the exception of a security sign and a single "FOR SALE" sign or "FOR RENT" sign of customary and reasonable dimensions, not to exceed 24" x 24", and of a professional quality on weather resistant material. "SOLD" signs may not be displayed for more than 30 days after the sale of a lot or unit.

P. Sewer Laterals and Cleanout

Homeowner is responsible for the maintaining the sewer laterals and clean out access hole in their front yard. Those duties and responsibilities generally include the obligation to unclog and otherwise maintain and repair the Sewer Lateral up to the main sewer line and to respond to the directives of the City Engineer concerning the Sewer Lateral. The sewer cleanout access hole shall never be covered in anyway with landscape, hardscape

or any other material.

Q. Solar Energy Equipment

- 3 Plans for solar equipment must be submitted to the ARC for approval. Plans shall include location of roof panels and must conform to the following guidelines:
 - a Solar collectors are to be placed flush with and in the same plane as the roof slope. If panels cannot be flush mounted, then supports must be solid and painted to match the house.
 - b All plumbing lines from collectors to tank, must be concealed.
 - c Collectors must be non-reflective in nature.

R. Swimming Pools, Spas and Fountains (City Permits are Required)

- 4 Permanent above-ground pools or spas exceeding a total area of 100 sq ft are prohibited.
- 5 Pool, spa and fountain equipment must be placed so as not to disturb adjacent properties.
- 6 Spa or pool equipment shall be enclosed by fencing at least 5' in height and screened from view (i.e. plants, fence or wall).
- 7 Plumbing lines to spa, pool or fountain must be subterranean or concealed.
- 8 Application for a spa, pool or fountain must include the following information:
 - a Location of the spa or pool in relation to the existing structure
 - b Dimensions of pool or spa
 - c Drainage detail
 - d Material for decking
 - e Location of equipment and screen (noise and view) detail
 - f Detail on fencing to surround pool or spa
 - g Means of access to the proposed construction

S. Windows and Window Treatment

- 9 Exterior wrought iron bars that are visible from neighboring property or the common areas must be reviewed and approved by the ARC.
- 10 No reflective materials may be used to create a mirror effect from the outside. No materials such as sheets, paper, or foil will be permitted.

T. Views

Throughout these Guidelines, there are provisions that state one of the criteria which will be considered is the effect of the proposed improvement on views. Please note that this is only one of several criteria to be considered and you are not guaranteed an unobstructed right to a view. In order to preserve the character of the project, view preservation will be a consideration but cannot be guaranteed.

U. Basketball Hoops

Portable basketball structures must be stored out of sight from public view when not in use unless a variance has been granted by the Board of Directors. Portable basketball structures may not be stored or used in the alleyways.

All permanent basketball hoops and courts must be installed so that they are not visible from the street and must be approved by the ARC.

V. Curb Cores

Curb coring for individual lot underground “yard drains” is expressly prohibited unless a brooks box or other approved drainage filtration system is installed. All changes to existing drainage must be shown on landscape improvement plans and adhered to as approved.

W. Brooks Box

A brooks box was installed in your front yard along with a “FloGard” insert (or similar device) by the Developer for water quality purposes. The Brooks Box may not be removed at any time. Under federal, state and local Clean Water Act regulations homeowner will be required to maintain the private drainage system including the brooks box and filter.

Sierra Highlands Community Association

HOME AND LANDSCAPE IMPROVEMENT APPLICATION PROCEDURES

Please include the following information, as applicable on your plans:

1. Location of residence on lot and the dimensions from lot lines.
2. Complete dimensions of proposed improvement. Provide a dimensioned plot plan utilizing one inch equals ten feet or more detailed as necessary to adequately depict the improvement.
3. Description of all materials, fixtures, and color scheme. Indicate the color of stain or paint by manufacturer's number respective to building parts or surfaces. Color samples must be provided if they deviate from the original color used. Note accordingly if color is intended to match existing surface. Samples of materials having inherent colors such as in masonry, will be required if they are to be used in their natural finish.
4. Show affected elevations.
5. Plant inventory (type, size and location).
6. Photographs of front and rear of house.
7. Detail of any and all slopes on property.
8. Please include a check for the plan review fee in the amount of \$150.00 made payable to Sierra Highlands Community Association. Additional fees will be charged to the owner if plans are altered or re-submitted, based on the professional consultant's fee of \$95.00 per hour.
9. **All submittal packages must also include a security deposit check made payable to Sierra Highlands Community Association in the amount of \$500.00. Unused deposits will be refunded after completion of work and final acceptance by ARC. Payment will be refunded by US Mail within 30 days after ARC 's final acceptance.**
10. Please attach three (3) copies of drawings/plans, a check for the review fee (\$150.00) and the application form and mail to:

Sierra Highlands Community Association
C/O: Avalon Management Group
100 E. San Marcos Blvd, Suite 400
San Marcos, CA 92069

NOTE: Please do not have the work commence prior to obtaining the approval of the Architectural Review Committee. The ARC will respond to your request within forty-five (45) days from the time of submittal. If you do not receive a response within forty-five (45) days, please notify the Management Company and a response will be forthcoming.

PLEASE NOTIFY THE MANAGEMENT COMPANY UPON COMPLETION BY SUBMITTING THE NOTICE OF COMPLETION FORM.

Sierra Highlands Community Association
 HOME AND LANDSCAPE IMPROVEMENT APPLICATION
 MAIL TO: Sierra Highlands Community Association
 Avalon Management Group
 100 E. San Marcos Blvd, Suite 400
 San Marcos, CA 92069

HOMEOWNER _____ DATE _____
 ADDRESS _____ LOT# _____
 SUBDIVISION NAME _____

TELEPHONE # DAY _____ EVENING _____
 ORIGINAL APPLICATION _____ MODIFICATION TO ORIGINAL _____
 PLAN REVIEW FEE OF \$ _____ ATTACHED _____
 DESCRIPTION OF IMPROVEMENT: _____

DESCRIPTION OF ANY LANDSCAPING INSTALLED BY THE BUILDER OR PREVIOUS OWNER: _____

PROPOSED STARTING DATE: _____
 PROPOSED COMPLETION DATE: _____

PLEASE NOTIFY MANAGEMENT COMPANY OF ACTUAL DATE COMPLETED BY SUBMITTING THE NOTICE OF COMPLETION FORM.

NEIGHBOR NOTIFICATION

THE INTENT IS TO ADVISE YOUR ADJACENT NEIGHBORS OF YOUR PROPOSED IMPROVEMENTS. THIS WOULD INCLUDE NOT ONLY SIDE, FRONT AND REAR YARD NEIGHBORS BUT ALSO ANY NEIGHBORS WHO MAY REASONABLY BE AFFECTED BY THE IMPROVEMENT. THE ARCHITECTURAL REVIEW COMMITTEE (ARC) SHALL CONVENE TO DISCUSS PROPOSED IMPROVEMENTS.

THIS SECTION MUST BE COMPLETED.

NAME & ADDRESS	SIGNATURE	DAY PHONE
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

ADDRESS: _____

(ARC USE ONLY)

Sierra Highlands Community Association

APPROVED BY ARC
APPROVED SUBJECT TO CONDITIONS OUTLINED BELOW
DENIAL FOR REASON LISTED BELOW

DATE Association Architectural Committee member

DATE Association Architectural Committee member

(ARC INSPECTOR USE ONLY)

FINAL INSPECTION

INSPECTED BY: _____ DATE: _____
WORK "IS/IS NOT" IN COMPLIANCE WITH APPROVED PLAN

REINSPECTED BY: _____ DATE: _____
WORK "IS/IS NOT" IN COMPLIANCE WITH APPROVED PLAN

NOTICE OF COMPLETION

Notice is hereby given that the undersigned is the Owner of the property located at:

Address

City Zip

The work of Improvement on the described property was COMPLETED on:

_____ day of _____, 20____, in accordance with the Architectural Committee's written approval through the above owners plans and submitted package.

OWNER'S SIGNATURE LOT #

OWNER'S SIGNATURE DATED

ARCHITECTURAL COMMITTEE _____ DATE: _____

() INSPECTION APPROVED

() INSPECTION APPROVED with the following conditions:

() Disapproved, due to the following:

Sierra Highlands Community Association

Homeowner: _____ Address: _____

Improvements: _____

Your submission to the Architectural Review Committee regarding your landscaping and/or architectural improvements dated _____ has been:

DENIED due to _____

APPROVED subject to the following conditions

- ALL FIRE PRODUCING IMPROVEMENTS (FIREPIT, BARBEQUE, ETC., MUST CONTAIN AN APPROPRIATE SPARK ARRESTER AND MUST BE APPROVED BY LOCAL AUTHORITY.
- ANY IMPROVEMENT TO A SEPARATE INTEREST MAY HAVE TO BE REPLACED AT THE HOMEOWNER'S EXPENSE SHOULD SUCH ACCESS CAUSE DAMAGE IF ANY CAPPED OIL WELL MUST BE ACCESSED.
- PROPER PERMITS MUST BE OBTAINED PRIOR TO ANY WORK COMMENCING.
- TREES AND LAWNS MUST MAINTAIN A MINIMUM SETBACK OF THREE FEET (3') FROM PERIMETER WALLS
- ALL CONCRETE MUST BE OF EARTH TONE OR NATURAL COLOR. **NO VIVID COLORS PERMITTED.**
- DO NOT USE DECORATIVE ROCK THAT CONTAINS HIGH CONCENTRATIONS OF MINERAL SALTS DUE TO THE CORROSIVE NATURE OF SUCH SALTS.
- MAINTAIN PROPER DRAINAGE OF LOT AS INSTALLED BY THE SUBDIVIDER.
- DO NOT RAISE GRADE AGAINST WALLS OR HOUSE FOR ANY REASON.
- DO NOT CAUSE WATER TO FLOW AGAINST HOME OR OVER ADJACENT LOTS.

1. Review entire set of all Covenants Conditions and Restrictions (CC&Rs) to be in full compliance.
2. Do not obstruct or impair proper drainage.

YOUR PROPERTY GRADE WAS DESIGNED BY A STATE LICENSED CIVIL ENGINEER TO DIRECT WATER AWAY FROM THE STRUCTURE AND ADJOINING PROPERTIES TOWARDS THE STREET GUTTER WATER COLLECTION SYSTEM. FAILURE TO MAINTAIN PROPER DRAINAGE MAY CAUSE, BUT IS NOT LIMITED TO: DAMAGE TO NON-MOISTURE RESISTANT IMPROVEMENTS, HEAVING OF FOUNDATION SOILS, UPLIFT OF PERIMETER FOOTINGS, DEFORMATION OF THE FRAMING AND DAMAGE TO ADJACENT PROPERTIES.

3. Do not divert water onto neighboring lots.
4. Do not allow water to pool or to come into contact with house foundation/slab.
5. Patio overheads should be stained to match existing house trim color.
6. Observe side yard set back requirements for any overheads.
7. Any rework of the grade adjacent to the existing fence should be done very carefully to eliminate any kind of drainage problem to the adjacent neighbors. The grade cannot be raised against the fence for any reason.
8. Wrought iron, slump stone and wood fencing may not be modified without prior written approval.

This approval is limited to a determination solely by the Architectural Review Committee, as empowered by the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Tract 16315, as to quality of materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations of the structure to be built on your property. You must also comply with the architectural control provisions of the Sierra Highlands Declaration, including its requirement to obtain the approval of the Architectural Control Committee established thereunder. You must comply with all provisions of all CC&Rs

recorded against your property especially as to any height restrictions or restriction as to number of stories. Your improvement must comply with all city and county building ordinances. The improvement may require a building permit that you would be responsible to obtain. It is not the duty or responsibility of the architectural review committee to check compliance with any of the covenants, conditions and restrictions or building ordinances. If for any reason the plans do not conform to those covenants, conditions and restrictions, building ordinances, or proper building practices and designs the responsibility is solely that of the owner and is subject to the approval and

Initials _____/_____

enforcement rights set forth in the CC&Rs. In approving your submission the architectural review committee neither assumes responsibility or liability for your compliance, nor waives its rights to hereafter enforce your compliance.

Homeowner must submit construction schedule to the Architectural Review Committee prior to commencement. Notification to the Architectural Review Committee must be given for inspection upon completion of this home improvement. Should you have any further questions, please contact the undersigned.

- **You must return this signed form to the Architectural Review Committee for your ARC approval to be effective. By signing below you acknowledge that:**
 - I. The drainage on your property at this date is designed installed and functioning properly.**
 - II. You indemnify the architectural review committee, Subdivider and all third parties from any damage resulting from your proposed improvement.**
 - III. Your proposed improvement may impair remaining Subdivider warranties, if any.**

Acknowledged and agreed:

Homeowner _____ Date _____

-Name Architectural Review Committee Designee _____ Date _____

UPON COMPLETION OF IMPROVEMENTS MAIL TO:
Sierra Highlands Community Association
c/o Avalon Management Group
100 E. San Marcos Blvd, Suite 400
San Marcos, CA 92069