

DESIGN GUIDELINES
ALBERHILL RANCH COMMUNITY ASSOCIATION

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

KEYSTONE PACIFIC PROPERTY MANAGEMENT, INC.
41593 Winchester Rd, Ste. 113
Temecula
(951) 491-6866

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Dear Homeowner:

Welcome to your new home in the Alberhill Ranch community! These Design 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 Committee (AC) 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 AC and approved in writing by the AC.**

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 (951) 491-6866.

I. PURPOSE AND POLICIES

The Architectural Committee 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 AC. In the event of a conflict between this document and the Covenants, Conditions and Restrictions (CC&R's), the CC&R's shall prevail. The CC&R's reference "Architectural Control" under Article V. **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.

II. COMMITTEE ROLE

Scope: All exterior alterations, additions or changes to any structure or to the landscape of any Lot, must be submitted to the AC for approval prior to any installation or commencement of construction.

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

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

Deviation: If any Improvements have been constructed or installed in a manner, which deviates from the plans that were approved, the AC may make recommendations for changes. If those changes are not complete within thirty (30) days the matter will be turned over to the Board of Directors to take appropriate remedial action in accordance with the CC&R's.

III. SUBMISSION OF YOUR ARCHITECTURAL APPLICATION: Please submit your application and support documentation package to the Architectural Committee as follows:

Alberhill Ranch Architectural Review
c/o Keystone Pacific Property Management, Inc.
41593 Winchester Rd, Ste. 113
Temecula
(951) 491-6866

When Should I Submit My Architectural Application?

Alberhill Ranch requires that Owners must submit plans within six (6) months of the close of escrow to obtain AC approval and complete installation of rear yard landscape and irrigation within one (1) year of the close of escrow. The Architectural Committee will review and respond to all written requests within sixty (60) days of their receipt. We therefore recommend that plans be submitted with a complete application at least 75 days (75) days prior to the scheduled commencement of construction to allow the AC ample time to complete their review. If the AC has not responded within sixty (60) days, plans & specifications shall be deemed approved. Only complete submittals will be considered. **Please note that a \$300.00 review fee/refundable deposit (Fee: \$105.00 Deposit \$195.00) is due at the time of submittal, which pays for the services of one or more professional consultants to act on behalf of the Association’s Architectural Committee. Since various alterations will require various degrees of review by one or more professional consultants, the review fee portion of the \$300.00 will be determined after submission. If the \$300.00 review fee is not a sufficient amount to pay for the services of the Outside Consultant(s), you will be notified of the additional amount due. The unused portion of the review fee will be refunded to you after you issue Notice of Completion form and receive written verification that your Notice of Completion has been accepted (please see Notice of Completion below). Additionally, the review fee/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 Design Guidelines and/or towards unpaid assessments if past due amounts are owed. Note: The \$300.00 will 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 paid at time of submittal.**

What Should I Submit?

1. Alberhill Ranch Property Improvement Form (Exhibit A)
2. Plan & Specifications (3 sets). One copy will be returned to the Owner and two sets will be retained by AC.
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.
4. If you are a 1st homeowner purchasing from the Developer, the following is collected in escrow (please see above paragraph). One check payable to Alberhill Ranch Community Association in the amount of \$300.00 (see above for fee breakdown). Please refer to page 6 below regarding Notice of Completion and subsequent refund.

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.

1. **Plot Plan.** Must be drawn to scale (1/8”=1’0”) or clear dimensions defined.
2. **Landscape Plan.** Include location, type, size and quantity of all plants proposed. Please refer to the

sample plan provided (Exhibit E). Additionally, a recommended Plant Palette has been enclosed (Exhibit F).

3. **Drainage Plan.** Show proposed drain inlets, drain lines and outlets.
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.
5. **Hardscape Plan.** Show existing versus new paving, walls, fences, pools, patio covers, etc.
6. **Outdoor Lighting Plan.** All outdoor lighting must be approved. Provide details on proposed fixtures (cut-sheets), voltage information and location.

Details to be noted on plans are as follows:

- (a) Location of residence on lot; include all relevant dimensions.
- (b) Complete dimensions of the proposed improvement; including the height of any patio covers. Show all dimensions on work to be considered, distances between existing and proposed work and distance of proposed work from property lines.
- (c) 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.
- (d) Drawing showing applicable elevations (side view), footings, etc.
- (e) Colors of all proposed materials to be used.
- (f) Plotted location of sprinklers, drains, trees, shrubs, fencing, patios, patio covers, walls, barbecues, pools, spas, and association equipment, and any other structures.
- (g) Types and sizes of plants to be used, as well as, height at maturity.
- (h) All water details (fountains, waterfalls and ponds), **must** be accompanied by hard drainage system plan.
- (i) Any applicable statue or fountain details (photos, cut-sheets, dimensions, color, material, etc).
- (j) The street address, tract and lot number, owner's name, a daytime and evening phone number.

Other Information:

1. Color samples of all paint or stain are required to be submitted to the AC when they deviate from the original color scheme assigned to the Lot.
2. Any color changes proposed must be compatible, in the opinion of the AC, with the neighboring Lots.
3. Any other information may be deemed necessary by the AC in reviewing the request.

4. The AC may require additional fees for items which require extensive review.
5. It is each Owner's responsibility to accurately depict all property lines and easements associated with their property. The Association's Architectural Committee does not have the authority to authorize construction upon common area or on easements.
6. AC approval does not waive or constitute or reflect compliance with any federal, state, or local law, ordinance, or code. Approval by the AC 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 AC does not constitute approval by the city or county; and approval by the city or county does not constitute approval by the AC.
7. AC 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 AC does not warrant structural safety, conformance with building codes or other applicable governmental requirements. The AC reviews for aesthetic purposes only.
8. Any oversight of a provision of the governing documents, or a provision of the Design Guidelines, does not waive the rule. Corrections may be required. Only improvements depicted on the plans can be reviewed by the AC. 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 AC 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.
9. The use of a neighbor's yard for construction access is not permitted unless the neighbor has 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.
10. 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.
11. 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.
12. Approval of plans and specifications is not authorization to proceed with Improvements on any property other than the property reviewed by the AC and **owned** by the Applicant.

13. Approval of plans and specifications is not authorization to revise the original drainage system installed by the Builder and approved by the City.
14. Applicant understands and agrees that Applicant must comply with all of the provisions of the Design Guidelines.
15. All of the provisions of the Design Guidelines (including, but not limited to, the Conditions of Approval) are the provisions of the governing documents regarding Design/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, Design Guidelines, Rules and Regulations or other Operative/Governing Documents. Any violation of the Governing Documents must be corrected upon notice of violation.
16. In the event that the City and/or County requires modifications to the plans and specifications previously approved by the AC, the Owner shall submit to the AC all modifications to the plans. The AC shall have the right to review and impose further conditions on such modifications which are not inconsistent with the requirements imposed by the City and/or County. The AC 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. The AC 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.
17. Failure to comply with and satisfy all procedural requirements for an application may void approval.

Appeal (Exhibit D): In the event of an adverse decision, the applicant may request an appeal, utilizing the Request for Board Approved Architectural Appeal/Variance form (Exhibit D), to the Board of Directors. The appeal must be filed within fifteen (15) days of the decision by the AC and must be submitted in writing, to the Board, through the managing agent. The Board shall submit such appeal to the AC for review. The AC's written recommendations will then be submitted to the Board. Within forty-five (45) days following receipt of the request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within said forty-five (45) day period shall be deemed a decision in favor of the decision made by the AC.

Variance (Exhibit D): The AC may authorize a variance from compliance with any of the Architectural provisions. Owners must utilize the Request for Board Approved Architectural Appeal/Variance form (Exhibit D) when making this request.

Submittal to the City of Lake Elsinore:

Upon obtaining the written approval from the AC, the Owner shall thereafter submit plans and specifications to the City of Lake Elsinore if the proposed Improvements require the issuance of a building permit or other City of Lake Elsinore approval. In the event of a discrepancy between this document and City of Lake Elsinore requirements, the most restrictive standard shall prevail. Alberhill Ranch Community Association will not be responsible for actions taken by government agencies.

Hours of Operation

All improvement installation operations shall be carried on in accordance with the City of Lake Elsinore ordinances.

Notice of Completion (Exhibit C):

Within thirty (30) days after completing installation, a completed "Notice of Completion Form" (NOC) must be submitted to the AC. Upon the AC's receipt of the NOC form, the Committee shall have forty-five (45) days to inspect those improvements completed upon the Owner's Lot 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 Architectural Committee ruling is given to the Owner. If after thirty days the Owner has failed to remedy such noncompliance, the AC shall notify the Board in writing of such failure, which shall result in the hearing process.

If the AC fails to notify the Owner of any noncompliance with previously submitted and approved plans within forty-five (45) days after receipt of the NOC form, or the improvement was not inspected within forty-five (45) days from the date the AC received the NOC, the Improvements shall be deemed to be in accordance with the approved plans.

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. The deposit will then be refunded with the Association's regular check run.

IV. GENERAL GUIDELINES:

1. Patio Covers/Gazebos/Trellis/Decks/Playhouses/Play Structures

Note: The design of all structures shall include construction plan with dimensions, elevation view (decks attached to structure must provide rear and side elevation and photos) and construction details/catalog cut sheets, and must be approved by the AC **prior** to construction or installation. Trellises/patio covers with open roof shall not be constructed over decks or balconies.

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

- a. Must be set back a minimum of 5' from the property line and/or perimeter fence/wall, whichever is more restrictive.
- b. May be a maximum of 13' in height.
- c. Must be constructed of wood or other AC approved material. Color shall match existing structure. Roof material (if solid) shall match existing house material and color.

Trellis/Patio Cover: Wood or "Alumawood" shade structures with "open" trellis type (normally flat) roof.

- a. No Owner of a Lot shall construct or install a patio cover or similar structure without complying with all ordinances and regulations of the City. This restriction shall specifically include, without limitation, full compliance with all setback requirements of the City.
- b. Must be set back a minimum of 5' from the rear property line and/or perimeter fence/wall, whichever is more restrictive and 5' from the side property line and/or perimeter fence/wall, whichever is more restrictive.
- c. May be a maximum of 12' in height.
- d. Must be constructed of wood, "alumawood" or other AC 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).

- a. Must be set back a minimum of 5' from the rear property line and/or perimeter fence/wall, whichever is more restrictive and 5' from the side property line and/or perimeter

- fence/wall, whichever is more restrictive.
- b. Deck Railing must be minimum of 42” and maximum 48”.
- c. Must be constructed of wood or other AC approved material. Color and detailing shall match existing structure color(s) and style.

Playhouses/Structures: Any structure or apparatus for play or recreation.

- a. Must be set back a minimum of 5’ from the property line and/or perimeter fence/wall, whichever is more restrictive.
- b. May be a maximum of 13’ in height.
- c. Must be constructed of wood, plastic, metal or other AC approved material. Wood must be stained, painted and/or sealed. Colors shall be earth tones and complimentary to, or match, colors of existing home. These criteria shall also apply to tarps, screens or fabric canopies, and should be limited to one color maximum.
- d. Must be buffered from public view, including neighboring residences, with appropriate planting.

2. Walls/Fences/Gates

- a. No double fences may be constructed.
- b. No fence or wall or combination of a fence and wall (other than safety railings required by the City or other government agencies) shall be higher than six (6) feet above ground where the fence or wall is to be placed.

3. Swimming Pools, Water Features and Spas

Spas and similar water features such as swimming pools, reflecting pools, koi ponds, and fountains are permitted in private yards 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. They must be set back from any property line a minimum of 3’ or equal their height, whichever is more restrictive. Owner must determine if there are utility easements on their property. Owner shall understand that construction is not permissible over any easements.

4. Accessory Equipment

- a. Shall be screened from the view of any Lot, 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 not disturb neighboring Lot Owners.
- c. Shall conform to governing laws and agency regulations.

Heaters (Pool/Spa):

- d. Gas fired heaters shall be stackless or low profile in configuration.
- e. Solar heating systems are not permitted.

5. 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. 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.

6. Exterior Fires/Barbecues/Fireplaces

There shall be no exterior fires allowed except barbecue fires contained within appropriate receptacles. Barbecues, outdoor fireplaces, or other similar items must be set back a minimum of 3’ or equal its height, whichever is more restrictive. Chimney height may not exceed 13’.

7. Alteration of Common Area or Special Maintenance Areas

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

8. Trees

No trees or plants may be planted or maintained in pots on the Association maintained common areas or Special Maintenance Areas.

9. 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 Lot or Association Maintenance Areas in the Properties. Your Lot 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.

10. 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.

11. Lighting

Original exterior lighting is the only approved lighting that may be affixed to the building. No additional lights may be installed without AC approval.

12. Holiday Lighting

Holiday lighting is permitted without AC approval from the day after Thanksgiving until January 15th only. Holiday lighting is limited to your own Lot. Lighting for other holidays throughout the year is limited to 14 days prior and 14 days after the holiday.

13. Post Tension Slabs

The concrete slab for your Lot 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.

14. 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 AC. Contractors performing work on the individual Lots may not post their company's sign upon the Owner's Lot. No sign shall be placed by a homeowner on an Association maintained fence, on the building or in a window.

15. Mailboxes

Mailboxes are the property of the Association and shall not be altered. Replacement keys/lost keys/broken locks are the responsibility of the homeowner.

16. 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 on the owner's Lot. 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 and bill the responsible owner for costs.

17. 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 Lot. Owners may use plain clean white sheets to cover windows after the Close of Escrow pending the installation of curtains, drapes, shutters or other appropriate interior window coverings up to 120 days from the original conveyance of Lot from the Developer. Permanent window coverings must be placed within 120 days of occupation of the residence.

18. Window Tinting

Window tinting requests will be considered by the AC. However, 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.

19. 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 with the AC's written approval. No fence or wall may be erected, altered or maintained on any Lot except with the AC's prior approval. **No patio cover, wiring, or air-conditioning fixture, water softeners, or other devices may be installed on the exterior of a Lot 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 Lot) unless the AC's written approval is obtained.**

20. Water Supply System

No individual water supply, sewage disposal or water softener is permitted on any Lot unless such system is approved by the AC and is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of any applicable water district, the City, the AC, and all other applicable governmental authorities.

21. Solar Energy Systems

Solar energy systems must be approved by the AC prior to installation.

22. Satellite Dishes & Antennae

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

Owners are encouraged to seek prior AC approval for proposed satellite dish/antennae locations and manner of installation.

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, Alberhill Ranch reserves the right to request additional camouflage to mitigate its obtrusiveness and visual impact.

23. Screen Doors

Screen doors may be installed on the front door or entrances without AC approval provided the door is painted to match the adjacent surface.

V. HOUSE PAINTING REVIEW PROCEDURE

Please refer to Exhibit G for existing color schemes.

Submittal Requirements:

1. Photos of all 4 sides of the home from corner to corner along with any additional structures (trellises, gazebos, etc.) that are to be painted.
2. Photos of the fronts of the house on either side of the home being processed.
3. Color swatches of the colors to be used and where.
4. Photo or plan marked up to indicate which color is to be applied to which surface.
5. Justification statements. See below.

NOTE: IF ALL REQUIREMENTS ARE NOT PROVIDED WITH SUBMITTAL, SUBMITTAL WILL BE RETURNED AND WILL BE DEEMED INCOMPLETE AND UNACCEPTABLE.

Justification Statement:

1. Provide a written statement as to whether or not a color change is desired and if so, on what surfaces and elements.
2. 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.)
3. 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.
4. Provide any photos or references justifying the color selection and its use on the same architectural style of home. Please keep scale of the house in mind. Don't pick a little shed to justify painting a two story house or a large estate or commercial building to justify a single family residence.
5. 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.

Review Elements:

1. Appropriateness of color scheme to architectural style.
2. Color tone and intensity in keeping with overall neighborhood.
3. Color tone and intensity in keeping with size of home and separation from neighbors.
4. Color compatibility with adjacent homes.
5. Does not repeat color scheme of an adjacent home.

VI. ATTACHED PRODUCT

1. **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. Certain Units may have an adjoining fireplace structure, built as part of the original construction, which may or may not be delineated on the Condominium Plan. The Owner of each Unit shall have the exclusive use of the space bounded by and contained within the interior surface of the fire box of the fireplace structure which opens into their Unit.
2. **No Obstruction of the Common Property** – There shall be no obstruction of the Common Property nor shall anything be stored in the Common Property without the prior written consent of the Board. Nothing shall be altered or constructed in or removed from the Common Property, except upon written consent of the Board.
3. **Signs** – For Sale or For Lease signs shall be placed in a window of the Unit and shall not be installed or attached to the Common Property.
4. **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.
5. **Fire Sprinkler System** – Each Unit and modifications thereto shall conform to the requirements of the Fire Prevention Division, which may include, but shall not be limited to protection by an automatic fire sprinkler system in a manner meeting the approval of the Fire Prevention Division. There shall be no alterations, modifications, tampering or applications to the fire sprinkler system.
6. **Satellite Dish/Antennae** – 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.

Satellite dish/antennae cannot be attached to any portion of the building, including, but not limited to, fascia, siding, stucco, walls, roof, etc. You will need to install dishes/antennae on “exclusive use” areas such as private patios or by strapping to a balcony railing. Installation procedures may not result in penetration of the building (Common Area Property), which is maintained by the Association. Members installing satellite dish/antennae equipment on a Common Area Property location, and/or in a manner that damages the Common Area Property or other property, will be held responsible for the cost of removing the equipment and repairing said damage.

Owners are encouraged to seek prior AC approval for proposed satellite dish/antennae locations and manner of installation. This is in order to confirm appropriate locations so as to ensure that cable and bracket installations in approved locations are handled properly, particularly regarding the manner in which the exterior cables are introduced in the interior of the unit for attachment to television sets. Such practice is intended to avoid damage to the Common Area Property and expense to the owners.

VII. NON-LIABILITY OF APPROVAL

Neither the AC, nor any member of the AC, nor the AC'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 AC duties as contained in Article VI, Section 6.8 of the CC&Rs. The AC 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 Architectural Committee.