

PROMONTORY POINTE

ARCHITECTURAL GUIDELINES

INTRODUCTION

These Architectural Guidelines are designed with the goal of maintaining the aesthetic beauty of Promontory Pointe.

Prior to making any Improvements to your Residential Unit you must first submit a complete Architectural Application to the Board or, if there is one, to the Architectural Committee. After receiving written approval from the Board and complying with applicable city/governmental agencies, you may install your Improvements, or undertake your approved action. Please review these Architectural Guidelines prior to completing your application form to ensure your submittal is complete. In the event of a conflict between these Architectural Guidelines and the Declaration, the Declaration shall prevail.

It is recommended that you also refer to Article 9 of the Declaration in conjunction with these Architectural Guidelines to insure a complete understanding of the submittal and review process. If at any time you have any questions regarding the review process, please contact your Property Management Company.

As you read through these Architectural Guidelines, you will encounter defined terms, identifiable by their initial capital letters. Except as the context otherwise requires, these defined terms have the same meaning as set forth in the Declaration.

If any of the provisions of these Architectural Guidelines are held to be invalid, the remainder of the provisions shall remain in full force and effect.

PURPOSE

These Architectural Guidelines are not intended to restrict individual creativity or personal preference, but rather to assure and preserve the value, desirability, attractiveness and architectural integrity of Promontory Pointe. As set forth in the Declaration, the Board has the power to review and approve all Improvements upon or around any Residential Unit.

The Board also has the power to delegate its review and approval rights under Article 9 of the Declaration to an Architectural Committee. If the Board so elects, the Architectural Committee will consist of three (3) members. Additionally, one (1) alternate member may be designated by the Board to act as a substitute on the Architectural Committee in the event of absence or disability of any member. If the Board appoints an Architectural Committee, all rights contained in these Architectural Guidelines shall apply to the Architectural Committee and all references to the Board shall be deemed to refer to the Architectural Committee.

ARCHITECTURAL APPROVAL

Submittal of Application: Prior to the commencement of any addition, alteration, construction work or other Improvements of any type on any Residential Unit you must first submit an application to the Board for approval of such work (as set forth below). Unless specifically exempted under these Architectural Guidelines, you should submit an application for approval of all Improvements in accordance with the procedures set forth below. The following is intended to describe some of the Improvements which require approval by the Board. Even though a proposed Improvement may not be listed below, you should submit an application for your proposed Improvement, unless the Declaration or Architectural Guidelines specifically exempts that particular Improvement from architectural review.

Improvements Not Requiring Approval: Certain architectural elements within the Project generally do not require architectural review. However, if the Board determines that the scope of improvements exceeds what is considered an exemption, they may require architectural approval. These elements include:

1. Potted plants;

2. Patio furniture;
3. Portable barbeques and heaters;
4. U.S. flag (flagpole attachments to any exterior structure are not permitted);
5. Window coverings including draperies, blinds, shades, shutters, etc (for the purpose of evaluating the exteriors of such window coverings); and
6. Any Improvements installed by Declarant.

Improvements Requiring Review: All architectural elements will require Full Review from the Board. There is a \$75.00 fee associated with the Review. All Review elements are subject to architectural standards and guidelines. Review elements include but not limited to:

- a. Any change or modification impacting the structural integrity of walls, ceilings, or columns;
- b. New installations or changes to any originally installed electrical, HVAC/heating or plumbing of any kind; and
- c. Any other Improvement which may impair or alter the structural integrity of the building or the Residential Unit.

2. **Exterior Changes or Additions to Balconies or Yards:**

- a. Any changes or additions to any balcony or yard including, but not limited to, patio covers, windows, screens, sunshades, awnings, walls, doors, railings and gates;
- b. Barbeque to be permanently affixed to any surface within a balcony or yard;
- c. All landscaping (with mature height of plant material exceeding height of yard walls), and hardscaping (tile, brick, pavers, concrete), and outdoor improvements (including pet structures such as dog houses, bird cages or aquariums);
- d. Fountains, spas or other water features (no attachment to exterior structure allowed); and
- e. Exterior lighting (no attachment to exterior structure allowed).

Failure to Obtain Approval: Failure to obtain approval by the Board may constitute a violation of the Declaration, and may require modification or removal of unauthorized work of improvements at your expense. In addition, a building or other permit may be required by the County or City Building Department, or other governmental agencies prior to the commencement of any work. Neither the Board, nor the Association assumes any responsibility for failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain Board approval.

ARCHITECTURAL REVIEW SUBMITTAL REQUIREMENTS

Send requests to:

Promontory Pointe Homeowners Association
c/o Encore Property Management
P.O. Box 1117, Corona, CA. 92878-1117
526 Queensland Circle, Corona, CA 92879
(951) 279-3934

ARCHITECTURAL REVIEW PROCESS AND PROCEDURES

Application for Approval: All applications for any Improvements requiring approval by the Board must be submitted in writing on the Home and Landscape Improvement Application attached to these Architectural Guidelines ("Home Improvement Application"), together with the items described below ("Submittal Package"). A copy of the Home Improvement Application can also be obtained from the Property Management Company.

Delivery of Submittal Package: The Submittal Package and any resubmittals must be delivered in a manner where receipt for delivery can be obtained. If the package is deemed to be complete you will receive a post card receipt in the mail from the management company.

Submittal Package: In order to expedite the approval process, the Submittal Package for any Improvements must include three (3) sets of each of the following:

1. Home Improvement Application
2. Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein ("Plans and Specifications"), clearly indicating all proposed modifications
3. Floor plans, if an Owner is requesting permission to remove or relocate a wall
4. Description of materials and colors and material samples
5. A proposed construction schedule (including proposed start and completion dates)
6. \$75.00 Architectural Review Fee

NO REVIEW WILL OCCUR unless all required plans, forms, fees and information for your proposed Improvement(s) are included in your Submittal Package.

Submittal Package Review Fees:

1. **Architectural Fee:** Each Owner must pay \$75 as an Architectural Review fee. It shall be the Owners responsibility to obtain all necessary building permits prior commencing any work. The Application Processing Fee is payable to the Promontory Pointe Homeowners Association and mailed to the Property Management Company.

2. **Outside Consultant Fee:** The Board may also require an Owner to pay any fees, costs or expenses associated with the review and approval of the Owner's Plans and Specifications by an Outside Consultant or any costs associated with the review of the Plans and Specifications by an architect on the Architectural Committee, if any.

3. **Additional Fees:** Additional fees may be imposed on Owners if determined necessary, based upon the complexity or scope of the Submittal Package and/or to retain consultants. If such fees are determined necessary, you will be notified by the Property Management Company and you will be required to submit the additional fee(s) within ten (10) days of the request.

Review of Application: The Property Management Company shall, upon behalf of the Board, review the Submittal Package and Submittal Fee to ensure that it contains all of the information and fees required.

If the Submittal Package is complete, the Property Management Company will forward the Submittal Package to the Board. The Property Management Company may determine and notify the Owner that,

based upon the proposed Improvements or the complexity of the proposed Improvements, additional review fees will be required. The Submittal Package will not be submitted to the Board unless the Submittal Package is completed and until such fees are paid. Failure to submit a complete Submittal Package and include the appropriate fees with the Submittal Package will constitute an incomplete application, and the application will be returned to the Owner for completion prior to review by the Board. The Submittal Package may be deemed complete by the Owner unless the Owner is informed otherwise by the Property Management Company, within ten (10) days after delivery to the Property Management Company.

The Board will review the Submittal Package and will provide written notification of approval, approval with conditions, or disapproval of the proposed modifications to the Property Management Company. The Property Management Company will then provide written notice of the actions taken by the Board within thirty (30) days from the receipt of the Submittal Package along with one (1) set of the Submittal Package, appropriately marked with the Board's action. If an Owner fails to receive notice of the action by the Board within such thirty (30) day period, then the Owner shall have the right to deliver a reminder notice to the Board and Property Management Company. If the Owner fails to receive a response within fifteen (15) days after delivery of the Owner's reminder notice to the Board and the Property Management Company, the Submittal Package will be deemed approved provided that any Improvements conform to all conditions and restrictions contained in these Architectural Guidelines and the Declaration and are in harmony with similar structures erected within the Project.

If an Owner's proposal is not approved, or returned as incomplete, a revised Submittal Package may be submitted. Provided the re-submittal is prompt, and does not constitute a substantially revised proposal, the Board will attempt to review the re-submitted application within the initial forty-five (45) day period. If the re-submittal is not prompt or includes substantially revised Plans and Specifications, an additional thirty (30) days may be required to complete the Board's review.

Improvement Plans: Plans and Specifications for works of Improvement must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the Board to make an informed decision on your request.

Diligence in Construction: Upon final approval of the Submittal Package, the Owner shall promptly commence construction and diligently pursue completion of the construction in conformance with the construction schedule.

GENERAL CONDITIONS

Approval by the Board does not constitute waiver of any requirements required by any governmental agencies. Architectural approval of plans does not constitute acceptance of any technical or engineering specifications, and the Promontory Pointe Homeowners Association assumes no responsibility for such. The function of the Board is to review submittals for architectural design of Improvements, placement of Improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in the Project. All technical and engineering matters are the responsibility of the Owner. In addition to the restrictions set forth in the Declaration and the Rules and Regulations, each Owner shall also comply with the following restrictions and guidelines.

Building Permits: Building permits may be required for certain Improvements or changes. You should contact the appropriate agency for building permits.

Damage to Association Property: An Owner shall be responsible for any damage to the Association Property. All applicable charges for restoration will be charged back to the Owner by the Association and are due and payable within thirty (30) days from notification to the Owner. If your Contractor causes damage you as the Owner will be held responsible.

Effect of Approval: Approval of plans is not authorization to proceed with Improvements on any property other than the Residential Unit owned by the applicant.

Building Code Requirements: It shall be the responsibility of the Owner to ensure that proposed modifications shall be consistent with applicable building code requirements. No Improvements will be permitted that could impair the structural integrity of the Project, or lessen the support of any portion of the Project.

REQUIREMENTS FOR CONTRACTORS, SUBCONTRACTORS AND ANY OTHER WORK

Insurance and Contractors License: Each Owner shall ensure that all contractors, subcontractors, or any other person or entity who/which performs work on or within the Project, including the interior of any Residential Unit, shall provide proof of insurance, proof of valid workers compensation insurance, a California State Contractors License (if applicable) and a Business License (if applicable).

Damage: Any damage caused by contractors or sub-contractors to any Association Property or Residential Units is the Owner's responsibility. Any damage must be reported immediately to the Property Management Company. The Owner will be held liable for the actions of his/her contractors, subcontractors and/or workers and the Owner will be responsible for any costs of repair incurred by the Association.

Electrical and Plumbing: All electrical and plumbing work must be performed by a contractor licensed in the State of California in accordance with authorized Plans and Specifications. All plumbing must be properly insulated for sound and must be isolated from walls, studs, joists, ceilings and flooring.

Utility Shutdowns. Any plan to temporarily disconnect for any reason a Residential Unit's utilities must occur on a date coordinated with the Property Management Company at least one week prior to the proposed date for interruption of utility service.

Working Hours: Working hours for any Improvements are limited to Monday through Friday, 8:00 a.m. to 5:00 p.m., and Saturday and Sundays from 9:00 a.m. to 5:00 p.m. No work is allowed on the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Yom Kippur and Christmas Day. Workers may access the Project thirty minutes before the applicable "Working Hours," but may not make any disruptive noise until "Working Hours" begin. Painting that does not disrupt others and work that does not create disturbing noise, vibrations or odors is not subject to the "Working Hours" limitation.

Parking of Vehicles: Contractors must park vehicles in accordance with the Rules and Regulations and any other requirements established by the Association. If Contractors vehicles are parked illegally they are subject to tow.

Conduct by Workers: Workers are not allowed to bring their pets within the Project and will be denied entry if they have a pet with them. Workers are prohibited from creating nuisance noise unrelated to the construction work. All workers must wear shoes, pants or shorts and sleeved shirts with sleeves all times. No workers may use the power from the Association Property.

Selection of Contractors: The Owner may select any general contractor he/she chooses or act as the general contractor and hire sub-contractors. All contractors must be licensed in the State of California and must have Workers Compensation Insurance and General Liability.

Stopping Work: The Association has the right to stop any work that is in violation of these regulations, creates a fire or safety hazard, or interferes with activities in the Association Property.

Fire Safety Devices: No one shall remove any permanent smoke detectors or fire safety devices anywhere in or about a Residential Unit or the Association Property. If spray paint, sanding, or any other work that could potentially set off the smoke detectors will be performed, it is permissible to cover smoke detectors with plastic (and no other material), but the plastic **must be removed at the end of the each day. A fine of \$500 will be charged for each smoke detector left covered overnight.**

Equipment: Contractors must use their own equipment. The use of Association Property electricity facilities, and Association tools and equipment is prohibited. Workers are also prohibited from using their equipment in the Association Property, including the Private Streets. The Association is not responsible for the disappearance of any tools, equipment or materials left in the Association Property.

Owner Responsibility: Each Owner is responsible for any violations by such Owner's contractor or subcontractors of the Architectural Guidelines, the Rules and Regulations and the Declaration.

FAILURE TO COMPLY WITH REQUIRED PROCEDURES

If any architectural change is made without the approval by the Board or any violation of the Architectural Guidelines occurs, the Board may deliver written notice of violation to the Owner. The violation notice shall specify a time period for removal of the non-conforming Improvement which the Board reasonably determines is necessary to remove the non-conforming Improvement. The Residential Unit Owner shall, upon receipt of the violation notice remove the non-conforming Improvement within the time period specified in the violation notice or make an appeal to the Board in writing (if an Architectural Committee is formed, violation notice appeals should still be made to the Board). If an Owner fails to file an appeal within fifteen (15) days of the receipt of the notice of violation, the Owner shall have waived any right to appeal.

Upon receipt of a written appeal, the Board shall, if there is a fine schedule adopted by the Board, stay the enforcement of the fine or imposition of any further fines until an appeal hearing has been concluded. Within thirty (30) days of a request for a hearing, the Board shall schedule an appeal at a time and date to be determined by the Board. The appeal hearing shall be conducted in an informal manner and the Residential Unit Owner shall have the opportunity to present any information or evidence to have the fine excused or mitigated. The decision of the Board shall be final.

APPROVED WITH CONDITIONS

A copy of the executed request form and an approval report or a copy of the plans stamped and signed by the Board will be returned to the applicant. The plans will contain Board changes or stipulations that shall become a part of the plans and shall represent the terms and conditions of approval to be satisfied by the applicant. All use restrictions contained in the Declaration shall be in full force and effect and shall control the construction activities of the Owner.

DISAPPROVAL BY THE ARCHITECTURAL COMMITTEE (APPEAL)

If the Architectural Committee is appointed and the Architectural Committee disapproves any application or approves any application with conditions, the party or parties making such application may appeal in writing to the Board. The Board must receive the written request for appeal not more than thirty (30) days following the disapproval decision of the Architectural Committee. The appeal will be on the agenda for the Board to review at the next open meeting of the Board. Notice of the open meeting shall be given at least 4 days prior to the open meeting.

INSPECTION AND CORRECTION OF WORK

Right of Inspection During Course of Construction: The Board or its duly authorized representative may enter into any Residential Unit during the course of construction or installation of any Improvements for the purpose of inspecting such construction and/or installation to determine whether it was performed in substantial compliance with the approved Plans and Specifications, the contractor's guidelines and applicable governmental rules and regulations. If the Board determines that such construction and/or installation is not being done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner of such non-compliance. If the Board determines that such construction and/or installation is not being done in substantial compliance with the contractor's guidelines or applicable governmental rules and regulations, work may be stopped ("red-tagged") by the Board, the City of Moreno Valley, AQMD or CalOSHA until the work complies with the applicable standards. Copies of

inspection sign-off(s) by the City shall be provided to the Property Management Company *and/or the Board* before work can re-commence.

The Board may not enter into a Residential Unit without obtaining the prior permission of the Owner or occupant of such Residential Unit; provided, however, that such permission shall not be unreasonably withheld and shall be given for entry by the Board during the daylight hours within forty-eight (48) hours of the request for entry.

Notice of Completion: Upon the completion of any construction or reconstruction or the alteration or refinishing of any Improvements, or upon the completion of any other work for which approved Plans and Specifications are required, the Owner shall give written notice of completion thereof to the Board.

Inspection: Within thirty (30) days thereafter the Board, or its duly authorized representative, shall have the right to enter into the Residential Unit, as provided in Section 9.5 of the Declaration, to inspect such Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved Plans and Specifications. If the Board finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

Non-Compliance: If, upon the expiration of thirty (30) days from the date of such notification, the Owner shall have failed to remedy such non-compliance, the Board after affording such Owner notice and hearing, shall determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than thirty (30) days from the date of the Board ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board, at its option, may either remove the non-complying Improvement or remedy the non-compliance and the Owner shall reimburse the Association for all costs and expenses incurred in connection therewith upon demand and release the Association from any claims arising from such work. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy an enforcement assessment against such Owner for reimbursement.

Review Oversight: Any architectural approval involving an oversight of the Declaration or Architectural Guidelines does not constitute a waiver of that rule and therefore, must be corrected upon notice by the Board.

ARCHITECTURAL STANDARDS

The standards set forth below shall apply to the Improvements within the Project. These standards are in addition to the standards set forth in the Rules and Regulations and the other Governing Documents.

ANTENNA AND SATELLITE DISH

These guidelines are not intended in any way to impair the installation, maintenance or use of Covered Antenna (as defined below). These guidelines are not a part of a pre-approval submittal process as described in Article 9 of the Declaration; however, the Board has the right to ensure that any Covered Antenna installed by Owners are installed in accordance with the following guidelines.

Definitions:

"Antenna" - any device used for the transmission and receipt of video or audio services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS), including antennas that have limited transmission capability which are designed to aid the user in selecting or using

video programming. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

"Covered Antenna" - an Antenna covered by the FCC's Over-the-Air Reception Devices (OTARD) Rule.

Antenna Size and Type:

Owners may install the following Covered Antennas in accordance with the architectural review process set forth in the Declaration and these Architectural Guidelines, provided that such rules do not unreasonably delay Covered Antenna installation, maintenance, or use; unreasonably increase the cost of Covered Antenna installation, maintenance, or use; or preclude reception of acceptable-quality signals from Covered Antennas.

1. Antennas designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter.
2. Antennas designed to receive Multipoint Distribution Service (MDS) that are 39.4 inches (1 meter) or less in diameter.
3. Antennas designed to receive television broadcast signals, regardless of size.

Location:

1. Covered Antennas shall be installed solely on Residential Units and shall not encroach upon, or overhang into the Association Property or any other Resident Unit.
2. Covered Antennas shall be located in a place shielded from view from other Residential Units, from streets, or from outside the Project to the maximum extent possible. If Covered Antennas can receive acceptable-quality signals from more than one location, then Covered Antennas must be located in the least visible preferred location.
3. If an installation cannot comply with the previous section because the installation would unreasonably delay, unreasonably increase the cost, or preclude reception of acceptable-quality signals, the resident must ensure that the installation location is as close to a conforming location as possible. The Association may request an explanation of why the nonconforming location is necessary.
4. Newly Added Language – No antenna may be installed on the roof.
5. Newly Added Language – Should an Owner pierce the building that causes any type of plumbing leak or pierce an electrical line, Owner shall be responsible for such repair.

Installation and Removal:

1. Covered Antennas shall be neither larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal.
2. Installation on yards and balconies

The following devices shall be used whenever possible:

- a. Devices that permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane; and

b. Devices such as ribbon cable that permit the transmission of telecommunications signals into a residence through a window or door without penetrating the wall; and

c. Existing wiring for transmitting telecommunications signals and cable services signals.

3. Covered Antenna Camouflaging

a. Provided that paint will not degrade the signal, Covered Antennas shall be neutral in color or painted to match the color of the structure (wall, railing) near where they are installed.

b. Covered Antennas installed on the ground and visible from the street or other Owners' Condominiums must be camouflaged. A Covered Antenna preferably should be camouflaged by existing landscaping or screening. If existing landscaping will not adequately camouflage the Covered Antenna, then the Association may require additional camouflage. If the camouflaging will cause an unreasonable cost increase, then the Association has the option to pay for additional camouflaging.

c. Exterior Covered Antenna wiring shall be installed so as to be minimally visible and blend into the material to which it is attached.

Safety:

Because the Association has a legitimate safety interest in preventing personal injury or property damage occurring due to improper or unsafe Covered Antenna installation, Owners must follow the listed safety guidelines:

1. Covered Antennas shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturer's instructions. If an Owner must obtain a permit in compliance with a valid safety law or ordinance, then the Resident shall provide a copy of that permit to the Association before installation. The purpose of this rule is to ensure that Covered Antennas are installed safely and securely, and to minimize the possibility of detachment and resulting personal injury or property damage.

2. Unless the above-cited codes, safety ordinances, laws, and regulations require a greater separation, Covered Antennas shall not be placed within five (5) feet of electrical power lines (above-ground or buried) and in no event shall Covered Antennas be placed where they may come into contact with electrical power lines. The purpose of this requirement is to prevent injury or damage resulting from Covered Antenna contact with power lines.

3. Covered Antennas shall not obstruct access to or exit from any doorway or window of a Condominium, walkway, ingress or egress, electrical service equipment, water shut-off valves, or any other areas necessary for the safe operation of the Project. The purpose of this requirement is to ensure the safe ingress or egress of Owners and Property Management Company personnel.

4. To prevent electrical and fire damage, Covered Antennas shall be permanently and effectively grounded.

5. To prevent detachment during a storm, Covered Antennas shall be installed to withstand wind speeds of 70 mph.

DRAINAGE

There shall be no interference with the established drainage patterns, level, or grade over any Residential Unit or Association Property unless an adequate alternative provision is made for proper drainage and written approval is obtained from the Board. The installation of any tile or other flooring material on balconies is strictly forbidden as it will interfere with proper drainage.

Failure to make adequate provisions for proper drainage in the event it is necessary to change the established drainage over Owner's Residential Unit could cause major problems and result in imminent danger to person(s) or property of other residences.

If you alter drainage, or if you install Improvements in such a way as to alter the drainage, you, not the Association, will be responsible for any resulting consequences in any way related to drainage.

FLAGS AND FLAG POLES

Submittal Requirements:

Flags of the United States need not be submitted for Board approval provided that they conform to the following guidelines. However, the Association reserves its rights set forth in the Declaration to prohibit Improvements that may pose a health or safety risk in the Project.

Guidelines:

1. Owners may display a flag of the United States made of fabric, cloth or paper displayed from a staff or pole within a Residential Unit, including a window, or on a tripod within the Residential Unit.
2. This excludes displaying a depiction or emblem of the United States flag made of lights, paint, roofing, siding, paving materials, flora or balloons or any other similar building, landscaping or decorative component.
3. All other flags must be submitted to the Board in accordance with the procedures set forth in the Declaration and these Architectural Guidelines.

LIGHTING (EXTERIOR)

Submittal Requirements:

Owners must obtain prior Board approval and conform to the following guidelines before installing exterior electrical, gas or other artificial exterior lighting.

Guidelines:

1. Exterior lighting is to be directed in such a way as to not be an annoyance to neighbors as determined by the Board. Lighting shall be screened to prevent light from falling onto adjacent properties.
2. Open or uncovered flood lights or other uncovered lights are not permitted.
3. Exterior lights must be housed in fixtures.
4. Exterior lighting fixtures must be in keeping with the established architectural style of the home and community.

WATER SUPPLY SYSTEMS

Submittal Requirements:

Water systems must be submitted for Board approval. Water systems must be professionally installed. An Owner is strictly liable for any damage, including water intrusion and any mold or mildew resulting from the installation of any water supply system.

No individual water supply or water softener system shall be permitted in any Residential Unit unless such system is designed, located, constructed and equipped in accordance with requirements, standards, and recommendations of any applicable water district, the City, applicable governmental authorities and the Homeowner Maintenance Manual.

WINDOW COVERINGS AND TREATMENTS

Submittal Requirements:

Window tinting must be submitted for Board approval.

Guidelines:

1. Each Residential Owner shall, within sixty (60) days after the Close of Escrow for the Owner's Residential Unit, install window coverings on all windows. All window coverings must be of a neutral color harmonious with and not conflict with the color scheme of the exterior wall surface of the Residential Unit. Window coverings may consist of curtains, draperies, blinds, shades or shutters. Aluminum foils or other reflective materials, bed sheets, papers, and the like may not be applied to windows, at any time.
2. Exterior wrought iron or metal bars are prohibited.
4. Each Owner is responsible for the care and maintenance of the window coverings. Drapes, curtains, shutters, blinds and other window materials must be kept in good condition. The Association can compel an Owner to replace shabby and torn materials exposed to the exterior.
5. No exterior screens are permitted unless installed in connection with the original construction of the Project or screens which are replacement of existing screens or screens which a Residential Unit Owner places on sliding glass doors.

BALCONIES AND YARDS

1. Outdoor furniture: Balcony and yard furnishings must be in good condition and must be complimentary to the exterior color scheme of the buildings in these areas. Furniture in a state of disrepair (i.e., torn cushions, rusting frames, faded or torn umbrellas), is prohibited. These furnishings must be equipped with protective leg caps or other devices to prevent damage to the floor of any balcony. Additionally, none of these furnishings or other Improvement shall be nailed, bolted, or otherwise attached to the floor, walls, or any other portion of the balcony.
2. Plants: Vegetation that extends beyond the railings, fences, walls and/or other boundaries of a balcony is prohibited.

BARBEQUES

Any barbeques to be affixed to any surface within a balcony or yard must be approved by the Board.

SOUND ATTENUATION

In any multi-family dwelling, sound may be audible between units, particularly where the sound level of the source is sufficiently high and the background noise in an adjacent Residential Unit is very low. Each Owner shall endeavor to minimize any noise transmission from his or her Residential Unit, and shall adhere to any of the Rules and Regulations which are designed to minimize noise transmission.

Guidelines:

1. No holes or other penetrations shall be made in demising walls (party walls) without the permission of the Board. No penetrations of any sort shall be made in the ceiling of any Residential Unit. Acoustical sealant shall be packed around all holes made by nails or screws when hanging items from the wall.
2. No modifications shall be made to any Residential Unit which would result in a reduction in the minimum impact insulation class of the Residential Unit.
3. Pianos shall have at least ½ inch neoprene pads under the supports to minimize vibration transmission into the structure.
4. All furniture on hard floor surfaces (such as tile, hardwood, etc.) shall contain rubber castors or felt pads.

SIGNS

Submittal Requirements: Noncommercial signs and posters that are more than nine (9) square feet in size and noncommercial flags or banners that are more than fifteen (15) feet in size must be submitted to the Board in accordance with the procedures set forth in the Declaration and these Architectural Guidelines.

Commercial Signs: Commercial signs are prohibited.

Guidelines:

1. The color and style of signs must be harmonious with the exterior surface of the building.
2. Noncommercial signs made of lights, roofing, siding, paving materials, flora or balloons or any other similar building, landscaping or decorative component, or painting of architectural surfaces are not permitted.
3. Signs shall not be attached to the walls or fences of any balcony or yard.
4. One (1) sign advertising the Residential Unit for sale or lease must not be larger than eighteen inches (18") by thirty inches (30") in size. "FOR SALE" and "FOR RENT" signs must be posted from a window or garage door of the home. "SOLD" signs may not be displayed for more than 30 days after the sale of the home.
5. Security signs shall be no larger than 12" x 12" (one foot square). A maximum of one sign shall be permitted in the entry way area. Signs shall be freestanding and not attached to the exterior of the structure or any exterior surface.