

**ROCKY POINT COMMUNITY ASSOCIATION -  
NOHL RANCH**

**Homeowners Handbook**

**And**

**Architectural Guidelines and Application**

**ADOPTED: NOVEMBER 10, 2004**

REVISED: DECEMBER, 2018

*Dear Rocky Point Community Association - Nohl Ranch Homeowner:*

*This Handbook is intended to provide you with an overview of the Association's governing documents and some general information for your convenience. It was originally adopted by the Board of Directors on November 10, 2004, replacing any Architectural Guidelines, Rules, and Regulations prior to date, and it also contains subsequent revisions and amendments since added by the current Board of Directors. For complete details on the rules that this book summarizes, please consult your Declaration of CC&Rs.*

*If you have any questions, please feel free to contact our management company or attend a Board meeting.*

*Very truly yours,*

*Board of Directors,*

*Rocky Point Community Association - Nohl Ranch*

***ARCHITECTURAL DESIGN AND CONTINUITY FOR THE ROCKY POINT  
COMMUNITY ASSOCIATION - NOHL RANCH DEVELOPMENT***

**OVERVIEW**

The Architectural Design plans submitted to the City of Anaheim for the Rocky Point Community Association - Nohl Ranch Development consist of the following building designs:

1. New England Cape Cod
2. English Tudor
3. Spanish Mediterranean (occasional)
4. California contemporary
5. Colonial (occasional)

In keeping with the general continuity of the original Architectural Community design, it is mandatory that all improvements, additions, landscaping, and general exterior changes adhere to traditional building styles listed above. This includes any exterior modifications, color schemes, landscape design, roofing selection, fences or wall styles and window or door/garage replacement, and any other general exterior concepts. While most homeowners try to follow the architectural plan, sometimes there may be extenuating circumstances that might prevent approval of a submission (i.e., while a red and Green exterior color scheme may be acceptable colors for a Cape Cod Housing development in the State of Maine, it would not necessarily be consistent with the general color palette of the Rocky Point Community Association, and a very strong case would need to be supported to gain approval for this paint scheme). Homeowners should have a basic understanding of the appropriate design elements for their style home.

**IMPORTANT:** Past oversights by previous Committees and the negligence of homeowners who did not submit plans for approval **will not** constitute a "**Setting Precedent**" for approval of new submissions. It is the intent of the Architectural Committee and Supervising Board to correct past indiscretions and to re-establish a "Community of Continuity" for the Rocky Point Community Association - Nohl Ranch Development.

TABLE OF CONTENTS

ASSOCIATION RESPONSIBILITIES.....5

CUSTOMER SERVICE.....5

BOARD MEETINGS & ELECTIONS .....6

ARCHITECTURAL APPROVAL.....7

LANDSCAPING.....10

SCENIC VIEW AND TREE MAINTENANCE POLICY .....11

STREETS .....12

CODE ENFORCEMENT.....12

ANIMAL CONTROL.....12

ASSESSMENTS .....13

COMMUNICATIONS ..... 13

TRASH DISPOSAL.....13

ORDER OF RESOLUTION ..... 13

FINE POLICY .....14

ARCHITECTURAL APPROVAL GUIDELINES AND PROCEDURES ..... 15

    Section 1.....15

        Architectural Approval..... 15

        Landscape Approval.....16

        The Committee's Operating Procedures .....16

Plans .....	16
Complaints.....	17
Section 2.....	17
Construction Drawings & Specifications.....	18
Permits Required.....	19
Section 3.....	19
Architectural Standards.....	19
Fences & Walls.....	20
Patio Structures, Sunshades, Arbors, Trellises & Gazebos.....	21
Additional Changes or Alterations.....	22
Section 4 .....	22
Pools .....	22

# ***ROCKY POINT COMMUNITY ASSOCIATION - NOHL RANCH***

## ***Homeowners Handbook***

### **ASSOCIATION RESPONSIBILITIES**

The Association's governing documents (Articles of Incorporation, By-Laws, Conditions, Covenants and Restrictions [CC&Rs]) and the California Civil Code define the Association's legal obligations and authority. In general, the Association was created to perform the following functions:

1. Maintain the landscaped areas (Community Serviced Areas) as defined by the Association's CC&Rs. On behalf of the Association, the Board of Directors employs a landscape contractor to perform the landscape maintenance responsibilities within the budget allocated for this function.
2. Ensure a consistent degree of architectural integrity. The Association's Architectural Committee is charged with the responsibility by the CC&Rs (see the Architectural Approval section on Page 2).
3. Enforce the Restrictions as defined by the CC&Rs.
4. Oversee the Architectural Control Committee, as set forth in Article 7 of the Governing Documents.

The Association was not intended to be a substitute for cooperative neighbor-to-neighbor relationships or for the established governmental authorities. The Association strongly encourages homeowners to seek mutually beneficial solutions to neighbor-to-neighbor disputes. In addition, when applicable, the proper governmental authority should be consulted.

***NOTE:** For a more complete understanding of the Association's organization, authority, and responsibilities, we suggest you review the governing documents.*

### **CUSTOMER SERVICE**

The Association's management company records and processes homeowner service requests for matters relating to the Association's responsibilities as defined by the CC&Rs. This company maintains regular office hours as published in the Association's Newsletter and assessment statements. In addition, a community manager is on-call 24 hours a day, seven (7) days each week for Association-related property threatening emergencies.

In order to get the most effective service from your Association, please be prepared to provide management service representatives with the following information when you call:

1. Homeowner's Name
2. Association Name (Rocky Point Community Association - Nohl Ranch)
3. Property Address
4. Contact Phone Number (Work and Home or Cell)
5. Description of the Problem or Request
6. Action or Result Desired

If your request is a service that is included in one of our contracts for an emergency, the appropriate contractor will be called immediately. If your request is within the authority given to our management company by the Board of Directors, and it requires approval by our Community Manager, the Customer Service representative will refer your request to the manager for review and will call you back within five (5) days with a response. If our management company does not have the authority, as defined by the Board of Directors, to respond to your request, and as a result must seek review by one of the Association's committees and/or approval by the Board Directors, the request will be added to the next meeting Agenda and you will be notified. In case of emergency, please contact the appropriate city authority.

## **BOARD MEETINGS & ELECTIONS**

The Association's Articles of Incorporation and By-Laws provide for a Board of Directors - comprised of five (5) homeowners that are elected by the homeowner membership annually. Two (2) directors shall be elected to the Board during an election held on even-numbered years, and three (3) directors shall be elected during odd-numbered years. The Board of Directors is unpaid and provides direction to the management company. The Board and the Association Manager usually meet monthly to conduct the Association's business and hear from any members who want to personally address the Board. Information on time and location of the Board meetings can be found on the monthly assessment statement, or through the Association Manager's office, or on the Association's website. All meetings of members shall be preferably held within one (1) mile of the Rocky Point property, and under special circumstances duly noticed, at such other place in the County of Orange as may be determined by resolution of the Board of Directors.

Notice of the Annual Board Meeting is mailed at least four (4) weeks in advance, along with a Proxy, which you are urged to return as requested. The Annual Membership Meeting and Election is held in February or March of each year. Each member/Lot is entitled to one vote per each Board vacancy. The Proxy lists the names of current members who have volunteered to stand for election. Alternatively, you can abstain or assign your Proxy to anyone of your choosing or to the current Board. You can revoke your Proxy at any time before the votes are counted. Only your last vote counts. Regardless of your choice, please return your Proxy in advance of the meeting to ensure a timely and valid Election. *Please note that pursuant to California Civil Code Section 5115(b) and the Governing Documents as revised in 2018, a quorum of eligible voters is not required for election.*

## **ARCHITECTURAL APPROVAL**

Per the CC&Rs, **all architectural or landscaping projects** that change, modify or alter the exterior appearance of your home or yard must receive prior written approval from the Association's Architectural Committee. This includes, but is not limited to roofs, garage doors, painting, walls, fences, driveways, windows, walkways, front and backyard landscaping, and drainage systems.

If you are planning such a project, call the Association's management company for an application, or download an application from the Association's website. Return the completed application, along with plans, drawings, colors, samples, brochures, neighbor awareness signatures, etc., to a member of the Architectural Review Committee for approval before any work can be performed.

*NOTE: The CC&Rs provide the Architectural Committee with thirty (30) days from Association's receipt of the application, to respond to your request, so plan ahead and please submit a complete, signed application.*

**FAILURE TO RECEIVE APPROVAL FROM THE ASSOCIATION'S ARCHITECTURAL COMMITTEE PRIOR TO COMMENCEMENT OF WORK MAY RESULT IN THE DEMAND FOR COMPLETE REMOVAL OF WORK COMPLETED AND/OR THE IMPOSITION OF A FINE.**

HOMEOWNER USE RESTRICTIONS of the Association's CC&Rs provide:

1. All lots in the Association, and in such property as shall be annexed thereto, shall be known and described as residential lots and shall be used for no purpose other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any such residential lot other than a building used as a single-family dwelling.
2. No dwelling unit shall be erected or maintained upon any lot if such dwelling unit has a floor area (exclusive of accessory buildings, basements, garages, porches and/or patios) less than 1,600 square feet measured from the outside of the exterior wall. All front setbacks, side street setbacks, side yard and rear yard setbacks shall be the greater of (a) those provided by the governing zoning ordinances and (b) those which may be provided from time to time by the Committee, provided that no building shall be located closer than six feet from the front property line.
3. Dwelling units in the community may not be used, directly or indirectly, for any business activity or non-residential purpose, other than home-based businesses drawing no commercial traffic into or out of the development. No part of a homeowner's property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage,

vending or other such non-residential purposes.

4. Short term rentals have been banned by the City of Anaheim (adopted July 12, 2016). You are encouraged to seek guidance from the City of Anaheim concerning your rights as a homeowner regarding the short-term rental of your residence. Members are expected to comply with all local, state and federal laws.
5. No signs may be displayed on any property, except for one (1) sign advertising the property for sale or rent (measuring no more than 18 by 30 inches [18"x30"]), or one (1) sign advocating for each political candidate or measure during an election as desired. Political signs may not be displayed more than sixty (60) days from the date of an election. Any political sign designed to advocate for a political candidate or measure during an election season shall be removed within three (3) days of the conclusion of the election. Failure to remove the signage within this timeframe may result in a monetary fine (see fine schedule).
6. No noxious or offensive trade or activity shall be carried on upon any lot or any part of the property, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his/her respective dwelling unit, or which shall in any way increase the rate of insurance.
7. A temporary structure, trailer or garage may not be used as a residence. No trailer, camper, boat, commercial vehicle, motorcycle or similar equipment shall be kept outside on any lot; however, these items may be stored within an enclosed garage. Disabled vehicles, defined as lacking "an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways" as set forth in California Vehicle Code Section 22658(3) shall be removed from sight within 24 hours of any notice from the Association or its agents, including property management; No maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind may be performed outdoors on the items listed in section 7, with the exception of washing, waxing or polishing necessary to such equipment.
8. No animals, livestock, poultry, bees or other insects of any kind shall be raised, bred, or kept on any lot; however, no more than four dogs, cats or other household pets may be kept on the lots, provided that they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, no animals or fowl maybe kept on the property which result in an annoyance or are obnoxious to residents in the vicinity.
9. **Any exterior alteration or construction must receive the proper permits from the City of Anaheim after receiving approval from the Association's Architectural Committee.** All approved and permitted work must be completed within ninety (90) days, unless extended by the Board.
10. If any structure shall be altered, erected, placed or maintained upon any lot without a building permit required by the City of Anaheim and not in accordance with the plans and specifications approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken in violation of the CC&R's and without the approval required therein.



11. All lots shall be landscaped and maintained in good condition. In order to maintain the beauty of the area, no weeds, rubbish, or debris shall be permitted upon any portion of the property which renders such portion of the property unsanitary or unsightly.
12. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any lot or within 500 feet below the surface of the property. No derrick or other structure designated for use in boring for water or natural gas shall be erected, maintained or permitted upon any lot.
13. Except as set forth in the governing documents, no towers, antennas, aerials or other facilities for the reception or transmission of radio or television broadcasts or other means of communication shall be erected or maintained or permitted to be erected or maintained on any lot except by installations inside of the dwelling unit on each said lot, or by underground conduits. However, antennae facilities (such as satellite dishes) for the reception of television broadcasts may be erected and maintained or permitted to be erected and maintained on any dwelling unit, on any lot, subject to approval the Architectural Committee to height, size, location and appearance.

*NOTE: Subject to FCC Guidelines, satellite dishes thirty-six inches (36") or less are permissible with the installation coordinated by the Architectural Committee.*

14. The repainting or coloring of any and all solid walls of buildings located within five feet of any of the lots within the Association shall be subject to the written approval of the Committee and Board, and no such coloring or repainting shall be performed without said prior written approval.
15. No hedge, fence or other similar structure, exceeding three feet in height shall be placed or maintained upon any lot unless and until a plan thereof shall have been submitted in writing to, and approved by, the Architectural Committee, nor shall any owner commence the planting or placement of any tree, bush, shrub or plant, unless such owner shall comply with the terms and provisions of the CC&R's.
16. All clotheslines, refuse containers, woodpiles, storage areas, machinery and equipment must be obscured from view of adjoining lots and streets by a fence or appropriate screen.
17. All trees and plants growing on any lot shall be so maintained so as to insure that insect pests and tree diseases shall not be a menace to other trees or plants in the vicinity, nor detrimental to or a nuisance to the surrounding lots.
18. All open lattice work and trellises situated on any of the buildings located within Association are hereby declared to be an architectural feature and shall not be covered, removed or enclosed at any time without the prior written approval of the Architectural Committee.
19. All solid walls of buildings located within five feet of the property line shall not have their integrity changed or broken at any time, but shall be maintained in the original state.
20. All drainage of water from any lot and the improvements thereon shall drain or flow water as set forth below:
  - (a) All drainage of water from any lot and the improvements thereon shall drain or flow into adjacent streets and not upon adjoining lots or downslopes of said lot unless an easement

for such purpose is granted and all slopes or terraces on any lot shall be maintained as to prevent any erosion thereof upon such streets or adjoining property.

- (b) Any modifications to the original grades shall be done in such a manner as to prevent any additional water run off to adjacent property.
21. No cesspool, septic tank, or other sewage disposal system or device shall be installed, maintained, or used upon any lot.
  22. No water pipe, gas pipe, sewer pipe, or drainage pipe shall be installed or maintained on any lot above the surface of the ground or less than six inches beneath the ground surface, except as installed or maintained by the Association, or as approved by the Committee, except those used for irrigation purposes.

## **LANDSCAPING**

The Association has established a maintenance policy for the care and upkeep of the slopes common areas with the advice of the Association's Landscape Contractor. Landscape maintenance, repair, replacement, and replanting are performed under contract by a qualified vendor who is responsible solely to the Board.

The area that is known as "Rocky Point" was developed in three (3) phases by John D. Lusk & Sons, as part of the overall development of its Nohl Ranch property. On the landscape plans that were submitted and approved by the City in the mid 1970's, Lusk intended that the common areas behind the homes on Old Bucket, Forest Glen, Sleepy Meadow, and Valley Gate would be maintained in a "natural" state. A long-bladed grass (Red Fescue) was planted and, at the insistence of the City of Anaheim, an irrigation system was added to provide some fire protection. Lusk expected that this area would not require much maintenance and minimally budgeted for care. After the responsibility for the care and cost of maintenance of the entire community was transferred to the Board of Directors, they decided to replace the Red Fescue with more drought tolerant and fire-retardant ground covers.

The prominent slopes facing the interior streets and sidewalks were designated "show" slopes. In addition to the practical needs of erosion control and maintenance concerns, aesthetics was an important consideration in the selection of ground cover, shrubs and trees. Although not always successful, views were considered in placing the trees essentially on the "show" slope areas where there was community exposure, in contrast to the more private exposure of the "natural" slopes.

The Board of Directors for the Association shall be guided in deciding on the degree and frequency of maintenance, irrigation, and the selection of plant material by whether the community service area is designated as a "show" or "natural" slope.

If you have any inquiry with regard to the Association's landscaping, please contact our management company. Please do not call the landscape company or ask the landscape contractor to perform personal requests. This will allow us to properly and maintain our regular schedule.

## **SCENIC VIEW AND TREE MAINTENANCE POLICY**

Scenic views contribute to the values of the homes in Rocky Point. Trees also contribute to the values of the homes in Rocky Point. Due to the relationship of these two assets, attempts to preserve both of them can result in conflicts. The purpose of this Scenic View and Tree Maintenance Policy is to define procedures and criteria to help minimize these conflicts and achieve a balance between these two assets.

In an effort to obtain an objective third- party evaluation of this issue, the Board of Directors asked a law firm that specialized in Community Association Law to review our CC&Rs and recent case law, in order to recommend procedures and criteria.

In its overview, the legal opinion noted that the CC&Rs provide the Association with authority to:

- 1) disapprove a request for installation of new plantings if it is the majority opinion that the plantings would impede a view; and
- 2) compel an owner to trim or remove a tree which, per the majority opinion, impedes a view.

Thus, the focus is on what the Association's Board determines constitutes a view impairment issue. Even a smaller size tree can create a "view impairment" given certain topography and location. Conversely, a lone tree in a sweeping panoramic view most likely will not constitute an impairment. The committee will consider all factors when making its majority determination.

Under advisement by legal counsel, the procedures below will be followed to ensure that complaints are fairly and equitably addressed:

### **Step 1: Receipt of Complaint**

Complaints must be submitted, **in writing**, to the Association's management company. The complaint should specify which tree(s) are at issue (a diagram or photograph would be helpful). It is important to state whether the tree(s) in question is located on the complaining homeowner's property, on a neighbor's property, or on a slope which is maintained by the Association.

### **Step 2: Inspection**

Members of the Board will schedule a date to visit the site and examine the view and the trees in question. This date will be coordinated with all homeowners who may be affected by the decision.

### **Step- 3: Criteria for Determination of View Impairment**

The Board will determine if an "unreasonable" view impairment exists, based upon the following factors:

1. The view still enjoyed by the owner, if any.
2. The number and density of the trees and/or shrubs.
3. The effect pruning or trimming will have on the view.
4. Any and all other factors which pertain to the topography and location of the plantings.

**Note:** *The view that is impaired by plantings maintained by the complaining homeowner will also be considered.*

#### **Step 4: Documentation of Findings and Notice to Homeowner(s)**

Once a decision has been made by the Committee and ratified by the Board of Directors, the decision and the basis for that finding will be documented in a written response to the homeowner(s) involved.

If a view impairment issue has been identified that is caused by a tree located on Association-maintained property, the Board will direct the Association's community manager to take the proper corrective action.

If a view impairment issue has been identified that is caused by a tree located on an individual homeowner's lot, a copy of the response will be sent to the owner of the tree in question, and corrective action will be requested within thirty (30) days.

#### **Tree Maintenance Schedule**

Please refer to the Association website for tree trimming scheduling.

#### **STREETS**

The streets in Rocky Point are public. As such, all maintenance, traffic and parking enforcement is the responsibility of the City of Anaheim.

#### **CODE ENFORCEMENT**

The City of Anaheim should be contacted for any possible Code violations, including stored and inoperable vehicles, and unsightly conditions (e.g., accumulated trash and rubbish, or unsafe conditions on any property within Rocky Point).

#### **ANIMAL CONTROL**

The City of Anaheim contracts with the County of Orange for all Animal Control services including barking dogs, stray animals, and wild animals. The Association controls burrowing animals on the slopes.

The Association, upon receiving a complaint from a Homeowner, shall give written notice to a dog's owner when the animal is off a leash and/or when proper removal of dog waste is not picked up by the dog's owner, and the existing Fine Policy will be enforced.

## **ASSESSMENTS**

The Annual Budget is distributed before the end of the calendar year. This document defines the annual Homeowner's assessment, payable in monthly installments. Payments are due on the first (1<sup>st</sup>) day of each month, and delinquent thereafter. A late fee of \$10.00 is charged to all delinquent accounts on the fifteenth (15<sup>th</sup>) of each month.

## **COMMUNICATIONS**

The Association communicates with Members via Newsletter, assessment statements, messages, Special Notices, and through the website, found at <https://www.rockypoint2.com/>.

## **TRASH DISPOSAL**

### **Rules and Regulations:**

1. The City of Anaheim provides each house with containers for trash collections. No other containers may be used. Please consult with the City for rules and collection times. Any items too large for containers are the responsibility of the homeowner to remove and dispose.
2. Pursuant to City of Anaheim trash ordinance, trash cans are to be taken out for trash pick-up no earlier than 5:00 P.M. on the night before the trash collection day and must be taken in no later than 12:00 midnight on trash pick-up day.
3. Trash cans are to be stored in an area hidden from the street and/or viewed from an adjacent property.

## **ORDER OF RESOLUTION**

### **Violation of Rules and Regulations**

Your Board of Directors reserves the right to levy, waive, or adjust fines to fit noncompliance Association rules. All homeowners have the right to be heard by the Board of Directors regarding the levying of a fine. All fines are subject to ALL actual costs incurred by the Association, including but not limited to: attorney's fees, property damage, administration and communication costs.

The following steps outline the process for notifying and adjudicating alleged violations of Architectural Guidelines and governing CC&Rs with the homeowner:

1. Letter of complaint and instruction to resolve the violation and a notice to appeal.
2. If no response, ten days from the date of the notification, a second letter will be issued. This second letter will give the violator notice of a hearing date, notice of a possible fine and demand the violation be corrected.
3. Failure to appear at a hearing and/or correct the violation, the Board will begin immediate action to enforce the regulation.

## **FINE POLICY**

(OTHER THAN ARCHITECTURAL PLANNING AND CONSTRUCTION)

1. First violation: Warning
2. Second violation: Notice of Hearing and Possible \$50.00 Fine
3. Additional and separate fines are subject to double every 30 days for continued non-compliance.

(FOR ARCHITECTURAL PLANNING AND CONSTRUCTION)

Amount of fine will be dependent upon how far along a project has progressed.

1. Minimum fine \$50.00
2. Maximum fine \$1,000.00
3. Additional and separate fines are subject to double every 30 days for continued non-compliance.

The Board will consider the homeowner's willfulness to disregard Regulations and Architectural Guidelines in assessing a fine. In addition, consideration will be given to any avoidable and costly administrative expenses that are incurred. The Board of Directors reserves the right to turn over any Association matter it feels cannot otherwise be resolved to its legal counsel for further action.

## **ARCHITECTURAL APPROVAL GUIDELINES & PROCEDURES**

New Edition 2004 - Adopted November 10, 2004 - Revised November, 2018 (Replaces all Previous Architectural Guidelines & Procedures)

### **SECTION I**

**Purpose:** The Architectural Committee ("Committee") exists pursuant to authority granted in the Declaration of Covenants, Conditions and Restrictions (Article 7) and has promulgated these guidelines and procedures to implement the provisions on Architectural Control contained therein. The Committee will consist of a minimum of three members and a maximum of five members of the community. No exterior architectural house feature (including, but not limited to, walls, windows, doors, roof fascia, soffit, and/or chimney) may be replaced or altered in material, color, or design without the prior written approval of the Committee. Particular attention will be given to durability, aesthetic compatibility with neighboring properties, and color harmony.

In order to insure full compliance with neighborhood standards concerning, among other things, color, type, method of construction and view preservation, no shrubs or structures, fences or walls exceeding 3' in height may be altered, painted or constructed without the prior written approval of the Committee.

Specific standards for roofing, wrought iron fencing, satellite dishes, etc., have now been amended to provide objective guidance in making additions, changes and alterations. These standards do not eliminate the need for written architectural approval nor does compliance with the conditions assure approval. Other factors, such as view, preservation, aesthetic interpretation, privacy and/or neighbor objections, may require changes or possible rejection of the proposed plans.

These guidelines and procedures are subject to approval by the Board of Directors and are limited by the Declaration of Covenants, Conditions and Restrictions.

#### **A. Architectural Approval:**

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein, including patio covers and antennas, be made **until** the plans and specifications showing the nature, kind, shape, height, materials, harmony and location of external design in relation to surrounding structures and topography have been submitted to and **approved in writing to the Committee**. In the event the Committee, or its designated representatives, fail to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with - provided, however, that any and all building permits required by the City of Anaheim have been obtained prior to commencing the construction, alteration, etc.

**B. Landscape Approval:**

In reviewing landscaping plans, the Committee shall consider preservation of the natural view and aesthetic beauty which each lot is intended to enjoy. Said plans, as submitted, shall show **in detail** the proposed elevations and locations of said trees, bushes, shrubs or plants, including the location and elevation same in relation to all other lots subject to these restrictions.

Approval of said plans by the Committee may be withheld if, in the opinion of the Committee, the view of any Lot would be impeded by the location of such tree, bush, shrub or plant. In any event, the Committee shall have the right to require any member to remove, trim, top, thin out or prune any tree or shrub which, in the Committee's opinion, impedes or detracts from the view of any Lot, or overhangs onto an adjoining Lot.

**C. The Committee's Operating Procedures:**

1. All applications, plans and/or complaints will be submitted to the Association's Property Manager designated by the Board of Directors ("Board") who will receive and record them in a log book. The property manager will then forward these documents to the Committee chairperson.

2. A meeting of the Committee will be called and the Association's Property Manager will forward the plans and/or complaints to the Committee's Chairperson, which will be reviewed and evaluated by the Committee.

3. Should the Committee feel it necessary, it may hire a design professional (i.e., architect, contractor, engineer, landscaper, etc.) from outside the community to serve on the Committee and/ or to review a particular set of proposed plans. In the event a design professional is hired to review and evaluate a specific set of proposed plans, the member who submitted those plans shall be required to reimburse the Association for that professional's fee.

**D. Plans:**

1. The Committee has the following alternatives with respect to all submitted plans:
  - a. Approve the plans. (Note: on-site visit(s) may be required for some plans.)
  - b. Approve the plans with certain exceptions noted thereon.
  - c. Request additional information from the homeowner prior to approval or rejection.
  - d. Disapprove the plans.
  - e. The Association's Property Manager will compose a letter of approval or disapproval and forward it to the homeowner.
2. All correspondence between the Committee and the homeowner will be sent through the Association's Property Manager.



## **E. Complaints:**

1. The Committee will act on complaints as follows:
  - a. All complaints will be considered privileged information. Anonymity will be maintained for all complaining parties, except those who state a willingness to have their identities divulged.
  - b. The nature of certain complaints will make it impossible to guarantee anonymity, but the Board may agree with the complaining party not to introduce that party's name in any "disciplinary" proceeding.
2. When a complaint is received, a telephone discussion or an on-site visit will be held with the complaining party to discuss the complaint. The complaining party is urged to discuss complaint with the offending party, if they have not already done so.
3. If a violation is confirmed, the Board will send a violation notice to the offending homeowner, through the Association's Property Manager, requesting that the homeowner correct the violation(s) within a specified period of time.
4. If there is no response from the homeowner within 30 days (or a lesser specified period of time), the Association's Property Manager will send a second notice, giving the offending homeowner another opportunity to correct the violation within a specified period of time.
5. If corrective action is not initiated within the specified time period, the offending homeowner will be sent notice of the time and place where that homeowner and the Board will discuss the violation and the possible imposition of penalties.
6. At this meeting the offending homeowner will be asked to show a valid reason (or "good cause") why the matter should not be enforced through the commencement of legal proceedings.
7. The Board may then decide to seek the assistance of the judicial process in enforcement of the Association's rules.
8. If a Board or Committee member is involved in the dispute, he/she must abstain from any Committee or Board action(s) to avoid a conflict of interest
9. All correspondence between the Board, the complaining party and the offending homeowner shall be through the Association's Property Manager.

## **SECTION II**

**Specifications:** All landscaping and construction drawings and specifications must be sufficiently detailed to fully explain the proposed construction. The drawings and specifications need not be professionally drafted, but the Committee reserves the right to reject drawings and specifications which it determines to be inadequate or inconsistent with these guidelines and procedures.

**A. Construction Drawings & Specifications:**

1. The homeowner shall submit an original architectural improvement application providing such information as name, address and telephone number, along with all required drawings, plans and/or specifications to the Association's Property Manager.

2. Submittals shall include:

a. Drawings (may need to be drawn to scale).

(1) Plot Plan

(a) Show all buildings, fences, drainage patterns and other improvements, existing and proposed.

(2) Roof Plan

(a) Show all existing and proposed roofs with slope pitches noted.

(b) Show materials of all existing and proposed roofs.

(c) Indicate any unusual conditions and/or construction resulting from the work.

(3) Floor Plan

(a) Indicate all walls, columns, openings and any condition or feature that will affect the exterior design of the building.

(b) Indicate exterior landscape and/or other details affected.

(c) Provide accurate dimension on all items and parts of the plan and construction details.

(d) Note all items on the exterior that cannot be clearly noted on the elevations.

(4) Elevations

(a) Provide exterior elevations of all buildings, existing and proposed, drawn to scale. (Photographs of 3" x 5" or larger of existing buildings may be accepted for the exterior elevations of existing structures.)

(b) Note all finish materials, colors and textures on existing and proposed work.

(c) Note heights and construction details.

(5) Perspective, Isometric or Renderings

(a) Not required; however, this can help the Committee in understanding the proposal and can be submitted in lieu of the exterior elevations if dimensions and materials are

shown.

(6) Fences and Wall Plans

- (a) The drawings shall include specifications of materials, color and height.
- (b) The plot plan shall clearly indicate location of proposed construction, including location and height of existing fences, walls and structures.

b. Specifications (must include):

- (1) List of materials and finishes.
- (2) Description of uncommon materials as to weight, thickness, etc.
- (3) Method of installation or application of materials.

c. Color

- (1) Samples of all paint and/or stain colors.
- (2) Samples of all inherent color materials.

**B. Permits Required:**

1. Homeowners are reminded that approvals and building permits may be required from City of Anaheim and/or the County of Orange and/or the State of California. If so required, the Association approved work is not to begin until all city, county or state permits have been obtained.

2. Approval by the Committee does not represent approval for any construction in violation of any requirements of the City of Anaheim, County of Orange, State of California, or the homeowner's lender.

3. Copies of the permit(s) must be forwarded to the Association's Property Manager upon completion of the work of improvement.

**SECTION III**

**A. Architectural Standards:**

Materials, colors and construction techniques shall be approved by the Architectural Committee prior to obtaining any building permits.

Note: if portable or temporary toilet shelters ("port-a-potties") will be used during construction, it must be noted on the Architectural Application and will be subject to Architectural Approval. The use of "port-a-potties" will be limited to not more than 60 days and will be subject to a fine if not removed within the 60-day time period. The placement of the "port-a-potties" is restricted to the owner's property, exclusive of sidewalks and roadways.

1. An Architectural application is required even when painting the exterior of the home the same existing color.
  - a. Identify the color and what portions of the home are being painted.
  - b. Provide paint swatches or samples.
  - c. Garage doors are to be painted to closely match the color of at least one of the architectural features of the house (i.e., trim, siding, exterior walls, etc.).
2. Procedures for changing existing colors
  - a. Provide paint swatches or samples
  - b. Garage doors are to be painted to closely match the color of at least one of the major architectural features of the house (i.e., trim, siding, exterior walls, etc.).

## **B. Fences & Walls**

1. Fencing shall conform to the material and quality standards established by the existing fencing within the Association.
2. Structural framing and/or unfinished sides of a fence shall not be exposed to any public street, sidewalk, walkway, green space, park, recreation area or neighboring lot.
3. A homeowner seeking architectural approval to build, expand, or alter any structure, fence, or drainage element shall submit and record at his/her expense a written indemnification that confirms the homeowner's liability for all costs that result from any failure due to changes by the homeowner after Association Approval. The indemnification shall be recorded and extended to future property owners in perpetuity with the land. The association may require the homeowner as a condition of approval to maintain the restricted area at his own costs in conformance with existing standards. In general, approvals will be limited to those areas designated as "natural" and "transitional" slopes.
4. Acceptable materials for addition to existing home or new fencing include, but not limited to:
  - a. Wood (to match existing)
  - b. Wrought iron bars (bars 6" on center maximum). :
  - c. Masonry or stucco -- if materials conform to type, quality, color and character of masonry or stucco used elsewhere in the development.
  - d. Pre-finished solid vinyl.
  - e. Pre-finished fiberglass.
  - f. Pre-finished synthetic wood.
  - g. Pre-finished wood-like aluminum or steel.

5. Unacceptable fencing materials include, but are not limited to:

- a. Aluminum or sheet metal.
- b. Chicken wire or other types of woven wire.
- c. Chain link or plastic chain link.
- d. Plastic webbing, reeded or straw-like materials.
- e. Rope or other fibrous strand elements.
- f. Glass blocks.

6. Fences shall be stained, painted or left natural, to match or to be integrated with colors established elsewhere within the Association. All portions of rear yard wrought iron fences are to be painted black.

7. Height Limits:

- g. Fences or walls not exceeding six feet high are permitted except as follows:
  - (1) Within five feet of the front property line (where a maximum of three foot height is permitted).
  - (2) New walls or fences abutting existing walls or fences shall not exceed the established height of the existing walls or fences (except where minimum heights are required for protection of swimming pools).
  - (3) At street intersections, such walls or fences shall not exceed three feet in height above street pavement grads within the triangle bounded by the right-of-way lines and a connecting line drawn between points 30 feet distant from the intersection of the right-of-way lines prolonged.

h. The height of all fences and walls shall be measured vertically from the average finished grades at the base of the fence or wall, except for (2) and (3) above.

i. The tops of all fences and walls installed on level ground shall be dead level. The tops of fencing and walls installed on Slopes (where permitted) may be parallel with the slope, or may be stepped.

**C. Patio Structures, Sunshades, Arbors, Trellises & Gazebos:**

1. These structures shall be of wood construction or an approved manufactured synthetic wood-like material. Samples must be submitted.

2. These structures shall have either flat or pitched roofs to match the existing dwelling roofs.
3. In general, roof heights for structures in this section, measured from the top of the floor (ground surface within the structure) to the highest point of the roof structure, shall be:
  - a. 8'0" for flat roofs
  - b. 9'0" for pitch roofs.
  - c. The above heights may be varied to align with architectural features of the dwelling.
4. The height and placement of structures in this section shall be subject to the Committee's approval. Further, they shall not obstruct the neighbor's view or create an obvious intrusion of the neighbor's privacy
5. Exposed surfaces shall match or harmonize with the colors of the existing dwelling
6. No objects such as urns, pots, planters, etc, shall be placed on top of structures in this section. All such "adornments" shall be located under, around, or suspended from the structure.
7. **Single pole umbrellas** are subject to the following rules:
  - a. Umbrella size shall not exceed 10' in diameter when used any longer than one (1) day.
  - b. Quantity of umbrellas is limited to three (3) that are identical or harmonious with each other. (If more than three are to be used for a specific occasion - usually a day or two in duration - rule 7b may be disregarded).
  - c. All outdoor furnishings, including umbrellas, shall be adequately weighted, maintained in good repair, and in a clean, safe condition.
  - d. Umbrellas should be closed when not in use.

**D. Additions Changes or Alterations**

All exterior additions, changes or alterations, including colors, to the existing dwelling shall be conforming to materials and construction techniques as established on the existing dwelling.

**SECTION IV**

Pool Construction Policy:

**A. Pools:**

1. Pool construction standards shall conform to overall development grading and drainage standards and to the City of Anaheim codes and standards.
2. All swimming pool heaters shall be of the stack-less type.
3. Pool equipment.

- a. All pool equipment shall be screened from the view of the adjacent property and from the public purview from any public right-of-way.
- b. All pool equipment shall be located or sound attenuated in such a manner so as not to disturb the occupants of adjacent or nearby properties.

**4. Pool water shall never be drained on any slope.**

END