

**AURORA HEIGHTS
HOME IMPROVEMENT APPLICATION**

Return submittals to:

Aurora Heights Owners Association
c/o Prime Association Services
27290 Madison Avenue, Suite 300
Temecula, CA 92590
Website – www.theprimeas.com
Phone – 800-706-7838
Fax – 800-706-7858

Name: _____ Date: _____

Property Address: _____

Mailing Address (if different from above): _____

Home Phone: _____ Business/Mobile Phone: _____

I. Proposed Project Information

Describe the proposed improvement in detail (attach more if needed): _____

II. Neighbor Advisement

With your submittal, please include three (3) copies of the Neighbor Notification Form, signed by any neighbors who will be visually impacted by your proposed improvement(s). This includes any adjacent or neighboring Separate Interest, which may be visually impacted by your improvement(s) from their rear yard (**Not required for items covered by the Pre-Approval Policy**)

Completed Neighbor Notification Form

III. Documents Required for Submittal: Approved Improvements

- Three (3) sets of detailed plans
- Three (3) sets of this application form
- Review Fee

IV. Documents Required for Submittal: All other submittals per AC Guidelines


- Three (3) sets of detailed plans as specified in the AC Guidelines
- Three (3) sets of this application form

By signing this document, I certify that the items included represent a true representation of the improvements that I plan to make to my property.

Owner's Signature


Date

NEIGHBORHOOD ADVISEMENT




Name _____
Address _____
Signature _____

Left rear neighbor




Name _____
Address _____
Signature _____

Rear neighbor



Name _____
Address _____
Signature _____

Right rear neighbor




Name: _____
Address _____
Signature _____

Left adjacent neighbor




YOUR HOUSE
Name _____
Address _____




Name: _____
Address _____
Signature _____

Right adjacent neighbor




Name _____
Address _____
Signature _____

Left front neighbor



Name _____
Address _____
Signature _____

Front neighbor



Name _____
Address _____
Signature _____

Right front neighbor

If neighbor is not impacted by improvements, then write "Not Impacted" in signature line
Signature on above form does not constitute approval of plans presented, only notification. Any concerns about plans being presented may be addressed, in writing, to the Association.

28 NOV 2018

AURORA HEIGHTS

ARCHITECTURAL GUIDELINES

I. INTRODUCTION

The goal of these Architectural Guidelines (referred to as "**AC Guidelines**" in the Declaration) is to maintain the aesthetic beauty of Aurora Heights ("**Community**"). The Community is currently planned to contain up to one hundred twenty-four (124) detached single family homes.

Prior to making certain improvements to your single family lot (each a "**Separate Interest**"), you must submit a complete application for design approval to the Architectural Committee ("**AC**"). After receiving written approval from the AC and complying with applicable requirements of the County of San Diego ("**County**") in California and other governmental agencies, you may install your improvements or undertake your approved action. Please review these AC Guidelines prior to completing your application form to ensure your submittal is complete.

These AC Guidelines are subject to the Declaration of Restrictions for Aurora Heights to be recorded in San Diego County, as may be amended ("**Declaration**") by Beazer Homes Holdings, LLC, a Delaware limited liability company, successor by conversion to Beazer Homes Holdings Corp., a Delaware corporation ("**Declarant**"), the Articles of Incorporation for Aurora Heights Owners Association ("**Articles**") and the Bylaws of Aurora Heights Owners Association ("**Bylaws**") and any supplemental declarations or notices of annexation ("**Supplemental Declarations**"), if applicable (collectively, "**Governing Documents**"). The Aurora Heights Owners Association ("**Association**") has the power to revise the rules, regulations, guidelines, policies and procedures set forth in these AC Guidelines from time to time. If you would like to contribute suggestions for these AC Guidelines, please submit them to the Management Company for consideration by the Association. In the event of any conflict between these AC Guidelines and the Governing Documents, the provisions of the Governing Documents (whichever applies) shall prevail.

It is recommended that you refer to that certain Article of the Declaration entitled "**Architectural Committee**" in conjunction with these AC Guidelines to insure a complete understanding of the submittal and review process to the Association. If at any time you have any questions regarding the review process, please contact your Management Company.

As you read through these AC Guidelines, you will encounter initially capitalized terms. **Except as otherwise defined in these AC Guidelines and as the context otherwise requires, those initially capitalized terms have the same meanings given them in the Governing Documents.**

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

II. PURPOSE; APPLICATION

These AC 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 the Community. As set forth in the Declaration, the AC has the power to review and approve all improvements upon or around any Separate Interest. The AC Guidelines do not apply to any improvements installed by Declarant or by a third party solar provider under a master services agreement with Declarant, and neither the Board nor the AC shall have any rights of review or approval with respect thereto.

III. AC

The AC must consist of not less than three (3) nor more than five (5) persons pursuant to that Section of the Declaration entitled "**Architectural Committee**".

IV. ARCHITECTURAL APPROVAL

1. **Submittal of Application:** Prior to the commencement of any addition, alteration, construction work, exterior changes or other improvements of any type on any Separate Interest, you must first submit an application to the AC for approval of such work if Minor Review or Full Review is required (as set forth below). Unless specifically exempted under these AC 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 that require approval by the AC. Even though a proposed improvement may not be listed below, you should submit an application for your proposed improvement unless the particular improvement is exempted from AC by the Declaration or these AC Guidelines.

2. **Improvements Not Requiring Approval:** Certain design elements within the Community generally do not require approval by the AC. However, if the AC determines that a proposed improvement exceeds the scope of the relevant exemption, the AC may require an application for approval of the improvement to be submitted. These elements that generally do not require approval by the AC include, without limitation:

(a) U.S. flag in accordance with the terms of that Section of the Declaration entitled "***Antennae, Satellite Dishes and Flags***", which requires the location of the U.S. flag on a Separate Interest to be reasonably approved by the AC; and

(b) Window coverings consisting of draperies, blinds, shades and shutters. Aluminum foils or other reflective materials, bed sheets, papers and the like may not be applied to the windows, at any time.

3. **Pre-Approved Improvements:** Certain design improvements may be made to an Owner's property without obtaining prior written approval from the AC. ***However, an application must be filed with the Association notifying the Association of your intent to install "Pre-approved" improvements prior to the commencement of ANY work.*** Owners must ensure that all "Pre-Approved" improvements conform to the guidelines listed for the improvement type as detailed in these AC Guidelines prior to commencement of work. The following is a list of "Pre-Approved" improvements:

(a) Replacing automatic roll up garage doors to match in color, material and design the original door installed by Declarant;

(b) Invisible screen doors that match the existing trim of the home;

(c) Playground equipment and patio furniture located in any rear yard or side yard of a Separate Interest that is not in public view and does not extend above any fence line of any rear or side yard; and

(d) Storage sheds that are not visible from the street.

4. **Improvements Requiring Minor Review:** Other design elements will require Minor Review by the AC. There is no application fee associated with a "Minor Review". As noted above, if the AC determines that a proposed improvement exceeds the scope of a Minor Review, the AC may require that an application be submitted for a Full Review. All Minor Review elements are still subject to all design standards and guidelines. Minor Review elements include:

(a) Playground equipment (including portable basketball hoops) and furniture located in any rear yard or side yard that extends above the fence line of the rear side yard and/or is visible from the street;

(b) Modification or replacement of solar panels on single family homes that comply with the guidelines for solar equipment set forth below;

(c) Re-painting of exterior building of a Separate Interest if paint color has been pre-approved by the AC in writing; and

(d) Re-painting of the interior surface of a fence or wall between two Separate Interest if paint color has been pre-approved by the AC in writing.

5. **Improvements Requiring Full Review:** Except as otherwise provided in these AC Guidelines, all other modifications to Separate Interests will require Full Review from the AC. Full Review improvements include, without limitation:

(a) All landscaping to side and rear yards (both new installations and changes to existing landscaping);

(b) Any exterior modification of a Separate Interest (except as provided above);

(c) All changes to existing and new walls and fences (except as provided above);

(d) Any improvement that encroaches upon or is placed upon slopes;

(e) Installation of non-portable basketball hoops, back boards or similar apparatuses in the side and rear yards and all basketball hoops, backboards and similar apparatuses (both portable and non-portable) if located in the front yard;

(f) All buildings of any kind to be moved from any other place onto any Separate Interest;

(g) Built-in raised planter beds;

(h) Replacement or any street trees planted by Declarant planted in the front or side yard;

(i) Any tents, shacks or other temporary improvements or structures;

(j) Patio covers, shade structures and gazebos;

(k) Built-in barbecues, fire pits and fire rings;

(l) Pools, spas, ponds, fountains or any type of water feature;

(m) Post-mounted lighting fixtures exceeding fence height;

(n) Modification or replacement of solar panels; and

(o) Any change or modification impacting the structural integrity of walls, ceilings, columns or transference of sound requires the approval of the AC.

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

V. PLANS AND SPECIFICATIONS

The submittal requirements below are divided into four parts. The first part lists the submittal requirements for all improvements, which must be included with all submittal requests. The second part

lists the submittal requirements for landscape improvements (e.g., plant material, hardscape, spa and pool, and fences and walls). The third part lists the submittal requirements for exterior improvements (e.g., trellis, gazebo, sunshade, window and door treatment, and exterior color or material changes). The fourth part lists the submittal requirements for structural improvements to homes (e.g., room additions or conversions).

If you are applying for improvements involving items related to more than one part of the checklist, you must include all of the items for all of the parts of the checklist related to the improvements for which you are seeking design approval. For example, if your request involves a landscape plan with a gazebo or shade structure, you must submit items required for both the landscape improvements and exterior improvements parts of the checklist.

All applications shall include the items listed under the "**All Improvements**" heading on the checklist.

1. **Minimum Submittal Requirements**: When required by the checklist, each type of drawing submitted must include the minimum amount of information listed below:

(a) **Plot Plan**

- i. Must be drawn to scale (1/8"=1'0") or clear dimensions defined.
- ii. Show boundary lines accurately as to length, angles and amount of curve.
- iii. Show all existing and proposed buildings, structures, fences, walls, sidewalks and other improvements; indicate all required setbacks, easements and top or toe of slopes.
- iv. Show all dimensions on work to be considered; distances between existing and proposed work and distances between proposed work and home boundaries, setback lines and slopes.
- v. When proposed improvements involve changing existing grades by more than 1'0" or changing existing drainage, show contours or spot elevations, flow lines, finish grades and proposed drainage systems. Drawings for proposed improvements changing existing drainage shall be prepared by a registered civil engineer or licensed landscape architect.

(b) **Landscape Plan**

- i. Show proposed walkways and other hardscape, planting areas and plant names, decks, fences and walls, stairs, trellises, arbors, gazebos, ponds, fountains, ornamental rocks, barbecues, play equipment, apparatus and yard lighting (may be included as part of Plot Plan).
- ii. Pool and spa plans shall include the location, size and sound mitigation treatment of all mechanical equipment, as well as a soils report and structural report.

(c) **Exterior Improvements**

- i. Provide exterior elevations of all proposed structures, including trellises, gazebos, shade structures and playground structures. When the proposed improvement is attached to the existing home, show the existing elevation in relation to the proposed improvement.
- ii. Note all finished materials, colors and textures of proposed work. Note if proposed finishes and materials are to match existing finishes and materials.
- iii. If the proposed finish materials or colors are different than those of the existing structure, a color and material board must be included clearly depicting the materials and/or colors that are to differ.

(d) **Structural Changes to Homes**

i. **Floor Plans**

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

(2) Show dimensions of proposed work and related existing work; indicate relationship.

(3) Delineate all parts of the exterior that cannot be shown on elevation drawings.

(4) Identify square footage of proposed work and existing work.

ii. **Roof Plans**

(1) Show all existing and proposed roof surfaces. Note pitches and overhangs.

(2) Call out existing and proposed roof materials and colors.

iii. **Mechanical and Solar Energy Plans**

(1) Show all mechanical devices exposed to the exterior and all solar collectors, racks, storage facilities and distribution components.

Plans and Specifications (as defined below) for works of improvement must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the AC to make an informed decision on your request. It is suggested that work involving major additions be submitted at the preliminary drawing stage for review by both the AC and the County. As a cost saving measure for you, final drawings should not be prepared until preliminary plans have been reviewed.

2. **AC Submittal Requirements:**

A professional management company ("**Management Company**") assists the Association, the Board, various Board appointed committees and the AC. The Management Company designated by your Board is Prime Association Services. The contact information for the Management Company is as follows:

Aurora Heights Owners Association
c/o Prime Association Services
27290 Madison Avenue, Suite 300
Temecula, CA 92590
Website – www.theprimeas.com
Phone – 800-706-7838
Fax – 800-706-7858

VI. ARCHITECTURAL REVIEW PROCESS AND PROCEDURES

1. **Application for Approval:** All applications for any improvements requiring approval by the AC must be submitted in writing on the Home Improvement Application attached to these AC Guidelines ("**Home Improvement Application**"), together with the items described below ("**Submittal Package**").

2. **Delivery of Submittal Package:** The Submittal Package and any resubmittals must be delivered in a manner where receipt for delivery can be obtained. This may include personal delivery, overnight

courier or any method where the Management Company acknowledges receipt of the Submittal Package in writing.

3. **Submittal Package**: In order to expedite the approval process, the Submittal Package for any improvements (other than Improvements not requiring approvals) must include three (3) sets of each of the following:

- (a) Home Improvement Application;
- (b) Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein in compliance with all applicable Approval Documents and Entitlements from County for Owner's Home ("**Plans and Specifications**"), which clearly indicates all proposed modifications;
- (c) Description of materials and colors and material samples;
- (d) A proposed construction schedule (including proposed start and completion dates);
- (e) Certificates of insurance (including contractors exclusions and proof of valid workers' compensation insurance); and
- (f) Permits and licenses, if applicable.

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

4. **Submittal Package Review Fees**:

(a) **Review Fees**. The AC will require an Owner to pay a reasonable review fee in the amount of Twenty-Five Dollars and No/100 (\$25.00) in connection with review of the Owner's Plans and Specifications per that Section of the Declaration titled "**Approved Conditions**". Additionally, an Owner shall reimburse the AC for any of the AC's actual, out-of-pocket costs incurred in consulting with an outside consultant, engineer or architect when AC conducts its review.

(b) **Deposit**. The Association may elect to have an Owner deposit with the Association a deposit to pay for the cost to repair any damage to Association Property caused by the Owner's work. If the Association determines after the completion of the improvements that no damage was done to Association Property, the deposit will be returned to the Owner.

5. **Review of Application**:

(a) **By Management Company**. The Management Company shall, on behalf of the AC, conduct a preliminary review the Submittal Package to assist with verifying that it contains all of the information and fees required. If the Submittal Package is considered complete by the Management Company, the Management Company will forward the Submittal Package to the AC. The 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 AC unless the Submittal Package is considered complete by the Management Company based on its preliminary review 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 AC. Notwithstanding the foregoing, the AC shall have the right to request additional information and/or materials required by the AC to render a decision on the Submittal Package.

(b) **By AC.** The AC will review the Submittal Package and will provide to the Management Company written notification of either its request for additional materials/information, approval, approval with conditions or disapproval relating to the proposed modifications. The Management Company will then provide to the Owner submitting the application for design review a written notice of the actions taken by the AC within forty-five (45) days from the date of receipt of the Submittal Package ("**Review Period**") along with one (1) set of the Submittal Package, appropriately marked with the AC's action. If an Owner does not receive notice of the action by the AC within the Review Period, then the Submittal Package will be deemed disapproved unless the applicant submits to the AC, a "**Request for Decision**" pursuant to that Section of the Declaration entitled "**Notification**".

(c) **Resubmittal.** 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 AC will attempt to review the re-submitted application within the Review Period. If the re-submittal is not prompt or includes substantially revised Plans and Specifications, an additional forty-five (45) days may be required to complete the AC's review.

(d) **AC Decisions.** The decision of the AC on any proposed improvement shall be made in good faith and may not be unreasonable, arbitrary or capricious. Such decisions shall be in writing and shall be consistent with any governing provision of law, including, but not limited to, the Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2 of the Government Code and Civil Code section 4765). If a proposed change is disapproved, the written decision shall include both an explanation of why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the Board. An applicant is entitled to reconsideration by the Board pursuant to that Section of the Declaration entitled "**Reconsideration by the Board**".

6. **Review by the County:** Upon obtaining written approval of a Submittal Package from the AC, the Owner shall thereafter submit Plans and Specifications to the County if the proposed improvements require the issuance of a building permit or other County required approval. In the event of a discrepancy between this document and County requirements, the most restrictive standard shall prevail. The Association will not be responsible for actions taken by government agencies. In the event that the 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 and Specifications. 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 County. The AC shall have the right to impose conditions to its approval of proposed improvements that are more restrictive than conditions as may be imposed by the County.

7. **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 and pursuant to that Section of the Declaration entitled "**Design Criteria**".

VII. **GENERAL CONDITIONS**

Approval by the AC does not constitute waiver of any requirements required by any governmental agency. Design approval of plans does not constitute acceptance of any technical or engineering specifications, and the Association assumes no responsibility for such. The function of the AC is to review submittals for design of improvements, placement of improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in the Community. 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.

1. **Building Permits:** Building permits may be required for certain improvements or changes. The applicant shall obtain AC approval of any improvements requiring a building permit prior to requesting such permit from the County.

2. **Damage to Association Property:** An Owner shall be responsible for any damage to the Association Property caused by an Owner or such Owner's Invitees, or any other persons deriving their right to use the Association Property from the Owner or such Owner's family, tenants or guests, as set forth in the Declaration.
3. **Effect of Approval:** Approval of plans is not authorization to proceed with improvements on any property other than the Separate Interest owned by the applicant.
4. **Building Code Requirements:** It shall be the responsibility of the Owner to ensure that proposed modifications are consistent with applicable building code requirements.

VIII. REQUIREMENTS FOR CONTRACTORS, SUBCONTRACTORS AND ANY OTHER WORK

1. **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 Community, including the interior of any home, shall provide proof of insurance, proof of valid workers' compensation insurance, a California State Contractors License (if applicable) and a Business License (if applicable) to the AC. **The Association shall be named as an additional insured on the Certificates of Insurance for the period of time the work is in progress.**
2. **Damage:** Any damage caused by contractors or sub-contractors to any Association Property or to the Separate Interest of another Owner, is the responsibility of the Owner undertaking the improvements. Any damage must be reported immediately to the Management Company. Such 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 in accordance with that Section of the Declaration entitled "***Owners Responsible for Damage.***"
3. **Working Hours:** Working hours for any improvements are limited to Monday through Friday 7:00 a.m. to 6:00 p.m. and 8:00 a.m. to 5:00 p.m. on Saturday. No work is allowed on Sundays or the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas Day. Workers may access the Community 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.
4. **Parking of Vehicles:** Contractors must park vehicles in accordance with the terms of the Declaration, Rules and Regulations and any other requirements established by the Association.
5. **Conduct by Workers:** Workers are not allowed to bring their pets within the Community. Workers are prohibited from creating nuisance noise unrelated to the construction work. All workers must wear shoes, pants or shorts and shirts at all times. No workers may use the power from the Association Property.
6. **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.
7. **Equipment:** Workers are prohibited from leaving their equipment in the Association Property. The Association is not responsible for the disappearance of any tools, equipment or materials left in the Association Property.
8. **Owner Responsibility:** Each Owner is responsible for any violations by such Owner's contractor or subcontractors of the AC Guidelines, the Rules and Regulations and the Declaration.
9. **Construction Materials:** All construction materials must be stored within an Owner's Separate Interest. Any construction materials that are delivered and deposited on the streets must be relocated to the Owner's Separate Interest. The Owner who is making the improvements shall be responsible for

removing all debris and maintaining all portions of the Association Property affected by the Owner's construction activities, including any streets and walkways, in a clean and attractive condition. The Board has the right to levy special assessments against the Owner who is making the improvements to recover the cost of cleaning or restoring any Association Property to the condition that existed prior to the commencement of such improvements pursuant to the Governing Documents.

10. **Construction Equipment:** The Owner who is making improvements shall be responsible for insuring that construction equipment such as trucks, concrete mixers, trailers, trash bins, and compressors shall not be parked or placed on the streets for an unreasonable amount of time.

11. **Violation of Rules:** The Board has the right to levy against the Owner who is making such improvements, special assessments as a disciplinary measure for a violation of the foregoing regulation and for reimbursement of any costs incurred by the Association in the repair of damage for which such Owner, or such Owners agents or contractors was allegedly responsible, as set forth in the Declaration and the Bylaws.

IX. FAILURE TO COMPLY WITH REQUIRED PROCEDURES

If any design change is made without the approval of the AC or any violation of the AC 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 that the Board reasonably determines is necessary to remove the non-conforming improvement. The 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 and AC in writing. If an Owner fails to file an appeal within fifteen (15) days of 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 Association, 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 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.

X. 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 AC will be returned to the applicant. The plans will contain AC 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 Governing Documents shall be in full force and effect and shall control the construction activities of the Owner.

XI. APPEAL FROM DISAPPROVAL BY THE AC

If the AC disapproves any application or approves any application with conditions, the party or parties making such application may appeal to the Board. Such an appeal will require a written appeal letter and an open meeting of the Board. The Board must receive the written request for appeal not more than thirty (30) days following the disapproval decision of the AC. Within thirty (30) days following receipt of the written request for appeal or alternative date as agreed upon by the appellant and Board, the Board shall hold the open meeting and render its written decision. The decision of the Board shall be binding and final.

XII. INSPECTION AND CORRECTION OF WORK

1. **Right of Inspection During Course of Construction:** Subject to the right of entry terms set forth under Declaration, the AC or its duly authorized representative may enter onto any Separate Interest

during the course of construction or installation of any improvements for the purpose of inspecting such construction and/or installation to determine whether it is being performed in substantial compliance with the approved Plans and Specifications, the contractor's guidelines and applicable governmental rules and regulations. If the AC 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 noncompliance. If the AC 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 AC, or the County, until the work complies with the applicable standards. Copies of inspection sign-off(s) by the County shall be provided to the Management Company.

2. **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 AC.

3. **Inspection and Non-Compliance:** Subject to the right of entry terms under the Declaration, within thirty (30) days after Owner provides written notice of completion to the AC, the AC or its duly authorized representative, shall have the right to enter into the Separate Interests, 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 AC 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.

4. **Review Oversight:** Unless the Governing Documents or these AC Guidelines specifically authorize the AC to waive a particular provision or requirement of the Governing Documents or these AC Guidelines (as applicable) and the AC affirmatively grants such a waiver, any architectural approval that conflicts with any provision or requirement of the Governing Documents or these AC Guidelines does not constitute a waiver of that provision or requirement and must be corrected upon notice by the AC.

XIII. VARIANCE PROCESS

The AC may authorize variances from compliance with the AC Guidelines pursuant to that Section of the Declaration entitled "***Variances***".

XIV. ARCHITECTURAL STANDARDS

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

1. Landscape Standards:

(a) Irrigation lines must be subterranean unless they are "drip" systems. The irrigation system shall be designed and installed to irrigate different landscape zones (e.g., sun, shade, lawn and shrubs).

(b) There should be a slope / drainage of 2% away from the building, and water should be collected in a landscape drainage system.

(c) Sprinklers must be adjusted so as to spray landscaped areas only. Spray irrigation heads shall not spray on block walls or fences. Timer clocks shall be set to apply the correct amount of irrigation and avoid runoff to adjacent units.

(d) Applications for landscape must include:

- i. Listing of plant material and size, including height of trees at maturity. Trees should have non-evasive and non-surface root systems.
- ii. Site plan showing house (plot plan) and location of the proposed landscaping (plant materials).
- iii. Non-retaining planters and walls shall not exceed two (2) feet in height.
- iv. Hardscape, such as concrete walkways and patios, decks, patio covers with elevations (side views) and construction detail. Colors of decorative concrete, brick, stone, or block must be specified.
- v. Drainage plan, including location of drain inlets, water flow direction, and outlets must be identified.

2. **Drainage:**

(a) There shall be no interference with the established drainage patterns, level, or grade over any Separate Interest or Association Property unless an adequate alternative provision is made for proper drainage and written approval is obtained from the AC.

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

(c) 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.

3. **Patio Structures, Sun Shades and Gazebos:**

(a) Patio covers should not exceed ten (10) feet in height for a flat type structure, twelve (12) feet in height for a sloped pitched structure.

(b) Metal patio covers must look like a wood product (Alumawood type) and must be approved by the AC.

(c) Patio covers may be freestanding or attached to an existing structure of a Separate Interest.

(d) Unacceptable construction materials for structures in this section shall include the following:

- i. Corrugated plastic;
- ii. Corrugated fiberglass;
- iii. Plastic webbing, split bamboo, reed or straw-like materials;
- iv. Asphalt; and
- v. Metal support posts for patio covers.

- vi. The above unacceptable materials are not all inclusive.
- (e) Application for patio covers must include:
 - i. Location of cover in relation to house;
 - ii. Materials and color;
 - iii. Dimensions; and
 - iv. Elevation drawings.

4. **Fountains:**

(a) Statuary and sculpture elements associated with fountains shall not exceed the height of adjacent walls or fencing and should be softened with plant materials.

(b) The subject matter of statuary and sculpture elements associated with fountains shall be appropriate for their residential context. Elements that could reasonably be considered to be offensive are not permitted.

(c) The color of fountains should complement the primary residential structure. Bright colors and reflective surfaces are not permitted.

(d) The quality and quantity of fountains, statuary and sculpture elements are subject to review and approval of the AC.

5. **Building Materials:** All building materials must be depicted on the Plans and Specifications and must be consistent with the building standards of the surrounding Community. All materials are subject to review and approval by the AC.

6. **Painting (Exterior):** Except as otherwise provided in these AC Guidelines, exterior repainting of a Separate Interest will be subject to review and approval by the AC. Samples of the proposed color must be provided to the AC.

7. **Security Doors and Screen Doors:** All security doors and screen doors must match the color of the existing door and the existing door frame and shall be approved in writing by the AC prior to installation.

8. **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). Per that Subsection of the Declaration entitled "***Antennae, Satellite Dishes and Flags***", the AC has the right to ensure that any Covered Antenna installed by an Owner is installed in accordance with the following guidelines.

(a) **Definitions:**

i. **"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.

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

(b) **Antenna Size and Type:** Subject to the provisions set forth in that Subsection of the Declaration entitled "**Antennae, Satellite Dishes and Flags**", Owners may install the following Covered Antennas in accordance with the AC Guidelines, provided that such rules do not (as determined by the AC): 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.

i. Antennas designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter.

ii. Antennas designed to receive Multipoint Distribution Service (MDS) that are 39.4 inches (1 meter) or less in diameter.

iii. Antennas designed to receive television broadcast signals, regardless of size.

(c) **Location:**

i. Covered Antennas shall not encroach upon, or overhang into, any Association Property or any other Separate Interest.

ii. Covered Antennas shall be located in a place shielded from view from other homes, from streets, or from outside the Community 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.

iii. If an installation cannot comply with the previous section because the installation would cause 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.

(d) **Installation and Removal:**

i. Covered Antennas shall be neither larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal and installed on Owners' Separate Interest.

ii. Covered Antenna Camouflaging:

(1) 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.

(2) Covered Antennas installed on the ground and visible from the street or other Owners' homes 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.

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

(e) **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:

i. Covered Antennas shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, County 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.

ii. 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.

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

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

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

9. **Patios:**

(a) **Outdoor furniture:** Outdoor furnishings must be in good condition. Furniture in a state of disrepair (i.e., torn cushions, rusting frames, faded or torn umbrellas) is prohibited.

(b) **Plants:** Vegetation that extends beyond the railings, fences, walls and/or other boundaries of a Separate Interest is prohibited.

10. **Solar Energy Systems for single family homes:**

(a) **Submittal Requirements:** Plans for solar energy equipment, which were not installed by Declarant or by a third party solar provider under a master services agreement with Declarant, must be submitted to the AC for approval. Plans must include location of panels on roof.

(b) **Guidelines:**

i. Solar collectors are to be placed flush with an in the same plane as the roof slope.

ii. Solar collectors should be hidden from view when possible.

iii. Solar collectors must be non-reflective in nature.

Aurora Heights Owners Association

NOTICE OF COMPLETION FORM

This form must be completed and returned to the Association within 30 days after the approved Improvements have been completed.

Owner Name: _____

Address: _____

Residential Lot #: _____

Phone: _____

Summary of Completed Improvements:

Attachments (check box to indicate they have been enclosed):

- Copies of photographs of all Improvements included. Please note that Notice of Completion Form is not complete if photographs of Improvements are not enclosed.

By signing this form, the Owner is stating that Improvements have been completed in accordance to the scope and specification of the approved architectural application and in accordance with the Architectural Guidelines and Procedures.

Signature: _____ Date: _____

Print Name: _____

Return form via email/mail/fax to:

Email: info@theprimeas.com

Mail: Aurora Heights Owners Association
c/o Prime Association Services
27290 Madison Avenue, Suite 300,
Temecula, California 92590

Fax: (800) 706-7858