

MORNINGSIDE WOODS HOMEOWNERS ASSOCIATION
A California Nonprofit Mutual Benefit Corporation

RULES & REGULATIONS
(Revised 8/31/2006)

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MORNINGSIDE WOODS HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

SECTION 1. PARKING AND TRAFFIC CONTROL

1. Vehicle Defined. The term "Vehicle" refer to any automobile, van, minivan, sport utility vehicle, truck, truck "cab," tractor, bus, motorcycle, trailer, recreational vehicle, camper, camper shell, motor home, mobile home, dune buggy, all-terrain vehicle, boat, sailboat, yacht, seagoing vessel, or any equipment accompanying any of these [CC&Rs Section 10.05].
2. Use of Garage. As provided in Article X, Section 10.05 of the CC&Rs, the garage located on each Lot is intended for the storage of two (2) full-size vehicles, and residents who have two (2) vehicles must park them within the garage on their Lot. Vehicles are to be parked within the garage so that the garage door can be completely closed. Owners or residents with vehicles that are too large to meet these standards may either request ARC approval to enlarge the garage opening or park the vehicle in a location outside the Morningside Woods Properties.
3. Prohibited Vehicles. The following vehicles may not, at any time, be parked in any location within Morningside Woods (other than wholly within the garage) by any Owner, resident, tenant, or the guest of any owner, resident, or tenant:
 - a. Any vehicle too large to be parked within a standard-size parking space, including motor homes, mobile homes, recreational vehicles, stretch limousines, buses, trains or trolley cars, commercial trucks/trailers, semi trucks, truck cabs, dump trucks, boats, or aircraft;
 - b. Any vehicle bearing commercial signage;
 - c. Any dismantled or wrecked vehicle, including vehicle parts.
4. Certain Exceptions. This exclusion does not apply to vehicles temporarily parked to provide a service such as: (1) Fedex, UPS, USPS, or other delivery vehicles; (2) vehicles of utility service providers; (3) vehicles of personnel providing landscape, repair, or construction services to the Common Area or any Dwelling Unit, and (4) moving vans while being used to move into or out of a Lot in the Properties. However, none of these "permitted" vehicles may be parked in a manner that blocks access to a garage, and none may remain within the Properties for a period longer than twelve (12) continuous hours.
5. Common Roads. The following streets and roadways are common roadways owned and maintained by the Morningside Woods Homeowners Association: Morningside Glen (formerly Forest Glen), Teakwood Glen, Wintergreen Glen, Windyridge Glen, Mahogany Glen, Conifer Glen, and the various marked parking spaces located upon these roadways. Pursuant to the Declaration, the Association is authorized to regulate vehicular access, use, and parking on the common roadways and parking areas, and their use is subject to the provisions of the documents and these Rules and Regulations.
6. Speed Limit. The speed limit for any vehicle using the common roadways is twenty (20) miles per hour.

7. "No Parking" Areas Defined. Except as provided in paragraph 4 of this Section I, no one may park any vehicle along, across, or upon the common roadways of the Properties, on the concrete drives or aprons adjacent to the garage on each lot, on sidewalks or walkways, or on any unpaved portion of any Lot or the Common Area.
8. Parking Spaces and Guest Parking. There are eighty-four (84) marked parking spaces within the Properties. Four (4) of these are located in front of the pool/spa area, and are provided for resident parking while using the pool/spa. Sixteen (16) are designated "Assigned" as provided in Section I.11 below. The remaining sixty-four (64) spaces are designated "Guest" parking, and **Residents may not park in Guest parking spaces at any time unless temporary permission to do so has been granted by the Board of Directors**, as indicated by the presence of a Temporary Parking Permit on the vehicle window facing the street.
 - a. Short-Term Guest Parking. The following spaces are available for short-term guest parking, which is defined as less than forty-eight (48) continuous hours: spaces 6-23 on Wintergreen Glen, spaces 1-16 on Windyridge Glen, spaces 1-5 on Teakwood Glen, spaces 1-12 on Mahogany Glen, spaces 1-8 on Conifer Glen, and spaces 5-9 on Morningside Glen.
 - b. Long-Term Guest Parking. Residents with long-term guests, which is defined as more than forty-eight (48) continuous hours, must notify the Board of Directors, requesting a Temporary Parking Permit. To avoid potential violation notice and towing, request to the Board must include the vehicle make, model, and license number, all of which will be included on the Temporary Parking Permit. Long-term guests may be required to park in one of the following areas: spaces 1-9 on Wintergreen Glen, or spaces 1-14 on Morningside Glen.
9. Stored Vehicles. Long-term storage of Vehicles on the common roadways or parking spaces within the Properties is prohibited. A vehicle is considered "stored" if it is continuously parked in the same spot for more than forty-eight (48) hours. "Stored" vehicles are subject to towing in accordance with state law and paragraph 10 below.
10. Violation and Towing. Vehicles parked in violation of any provision of the Documents are subject to immediate towing, at the vehicle owner's expense, in accordance with California Vehicle Code § 22658(a).
11. Assigned Parking. Anyone who purchases, rents, leases, or otherwise resides in a Dwelling Unit within Morningside Woods acknowledges that the Association is under no obligation to provide facilities for parking more vehicles than can be accommodated within the garage on the lot in question. Despite its lack of obligation, the Association has made a limited number of spaces available for parking additional vehicles, under the following conditions:
 - a. Areas. The Association has designated the following sixteen (16) parking space in the Properties as "Assigned Parking Areas" in accordance with Article II, Section 2.02 of the Declaration: (1) spaces 1-5 at the entrance to Wintergreen Glen; (2) spaces 6-7 at the entrance to Teakwood Glen; and (3) spaces 1-4 and spaces 10-14 at the south end of Morningside Glen. These parking spaces are available for assignment to resident owners who apply for and receive written permission from the Board of Directors to park vehicles in Assigned Parking spaces (Assigned Parking spaces are not available to tenants of non-resident owners). Spaces are assigned subject to the following terms and conditions:

- b. Term of Permit. Spaces are assigned on a calendar-year basis. All permits for Assigned Parking expire on December 31 of each year. Resident owners with a continuing need for Assigned Parking space must submit a new application by December 1 of each year. Application forms are available from Management.
- c. Permitted Vehicles. Vehicles permitted in Assigned Parking spaces are standard passenger automobiles, standard-sized pickup trucks, and passenger vans and/or sport utility vehicles accommodating a maximum of seven (7) passengers. No other types of vehicles may be parked in Assigned Parking spaces.
- d. Exclusions. Permitted vehicles defined in paragraph 11.c. of this Section I will be denied permission to park in Assigned Parking spaces if they bear commercial signage, lettering, or logos, and permission may be denied for vehicles with roof racks, visible tool boxes, or similar improvements.
- e. Issuance of Parking Permits. Permits for parking in Assigned Parking spaces are issued at the discretion of the Board of Directors based upon the availability of parking spaces. The Board will be guided by the following principles:
 - (a) Resident owners who request Assigned Parking must demonstrate that there are two standard-size vehicles parked in their garage, and that the vehicle(s) for which Assigned Parking space is requested is an additional vehicle.
 - (b) Priority is given to resident owners with more than two standard-size vehicles and more than two resident drivers. Permits may be issued to resident owners who have more vehicles than resident drivers only so long as spaces are available, and any permits issued to these owners are subject to immediate revocation if the space is needed by a resident owner with priority.
 - (c) In most cases, only one "Assigned Parking" permit will be issued per Lot. However, the Board may, at its discretion, issue more than one permit per Lot if the homeowner demonstrates that two automobiles and/or trucks/vans are already parked in the garage, a third vehicle is already parked in Assigned Parking, and parking for additional vehicle(s) is required.
 - (d) Applications for Assigned Parking areas may be denied if the applicant's garage is not used for the parking of two automobiles and/or trucks/vans due to its use for the storage of one or more boats, trailers, or motorcycles, or is used for the storage of personal property in a way that precludes the parking of two standard-size vehicles within the garage.
 - (e) Resident owners who have been granted Assigned Parking spaces are expected to park the vehicle for which the space was granted in the space assigned. Vehicles with assigned spaces found parked on the street, in a driveway, or in a guest parking space are subject to fines and towing as provided in paragraph 10 of this Section I, and the permit for Assigned Parking may be revoked.
- f. Indemnification. Anyone who requests and is given permission to park in an Assigned Parking space acknowledges that he/she does so as a matter of choice, to avoid parking the vehicle in question outside the Properties, and, in connection therewith, indemnifies the Association against any loss or damage to the vehicle or its contents while it is parked in the space assigned.

SECTION 2. VEHICLE MAINTENANCE & REPAIRS

1. Vehicle Repair Not Permitted. No one may maintain, refurbish, repaint, tune up, disassemble, or otherwise repair any vehicle in any location within the Properties except wholly within the enclosed garage upon a Lot. The garage door is to be kept closed during the repairs. The term vehicle has the meaning defined in Section I, paragraph 1 above [see *also* CC&Rs Article 10 Section 10.05].
2. Automotive Fluid Leaks. If any vehicle owned by or under the control of an Owner of a Lot or said Owner's family members, tenants, or guests leaks any automotive fluid (*i.e.* oil, gasoline, diesel fuel, transmission fluid, brake fluid, coolant, or similar fluid) upon the common roadways or parking areas, said Owner shall immediately clean up the spilled fluid. Each Owner of a Lot shall immediately remove any such automotive fluids which accumulate upon individual driveways located upon a Lot.

SECTION 3. POOL & SPA

1. Owner/Tenant Responsibility. It is the sole responsibility of any Owner of a lot or the adult tenant(s) residing on such Lot to ensure that his/her family members and/or invited guests, whether adult or minor, observe all of the Rules and Regulations governing use of the pool and spa. Violation of any provision included in this Section 3 may, at the discretion of the Board of Directors, result in fines and/or revocation of permission to use the pool/spa facilities.
2. Permitted Users. The Association's pool and spa facilities may be used by any Owner of a Lot and by said Owner's family members and invited guests, or by the tenant(s), family members, and invited guests of a non-resident owner, provided they abide by the provisions contained in this Section 3. However, any family members or guests of an Owner or tenant of a non-resident owner who use the pool/spa facilities must at all times be accompanied by an adult (over the age of 18) resident of said Lot [See CC&Rs Section 2.01(b)].
3. Gates Locked. The pool and spa gates must be kept closed and locked at all times except when entering or leaving the pool/spa area.
4. No Pets Permitted. In accordance with health ordinances adopted by state and local governments, no pets are allowed within the Association's pool/spa enclosures at any time.
5. No Lifeguard. The Association does not provide lifeguard services in pool/spa facilities and adjacent areas, and assumes no liability or responsibility for the safety of anyone using these facilities. Anyone who uses the pool/spa facilities does so at his/her own sole risk, and indemnifies the Association against any loss or damage resulting from said use.
6. Supervision. Anyone under the age of 14 using the pool/spa facilities must, at all times, be under the supervision and control of a parent, guardian, and/or competent adult resident of the Properties.
7. Use of Spa. Residents are cautioned that the Association's spa may be operated at temperatures between 95° and 104° Fahrenheit. Water at such temperatures may present a danger to the health and safety of children, including the risk of burns or scalding, and the effects of drowsiness or lightheadedness caused by hot water. Therefore, it is strongly recommended that children under fourteen (14) years of age, most especially children under four (4) years of age refrain from using the Association's common spa. Notwithstanding the

foregoing, if anyone under fourteen (14) years of age is allowed to use such facilities, such individual **must** be under the continuous care, supervision, and control of a parent or legal guardian.

8. General Rules.

- a. Glass containers/glasses and other breakable materials (*i.e.* ceramics, china, etc.) are a safety hazard and are not permitted within the pool/spa enclosure.
- b. Foreign objects, including coins, rocks, balls, keys and chains, fishing weights, and similar objects are not to be thrown into the pool or spa. Large flotation devices, including air mattresses, life rafts, and objects of similar size are strictly prohibited in the pool/spa area. However, children using the pool are permitted to use small to medium-sized flotation devices such as rings, floats, or water wings in and around the pool area provided that the supervising adult takes care to ensure that use of such equipment does not interfere with the quiet enjoyment of the facilities by other bathers using the pool/spa area.
- c. Pool safety equipment may be used only for its intended purpose. Pool users may not play with safety equipment.
- d. Everyone must shower before entering the pool or spa.
- e. No running, pushing, horseplay, or rough games are permitted in the pool and/or spa, or within the pool/spa enclosure.
- f. Bathers must wear swimsuits or swimwear. Street clothes and/or any unhemmed garments may not be worn in the pool or spa. Bathers are required to remove all hair pins and bobby pins prior to entering the pool or spa.
- g. Anyone who is not toilet trained must wear swim diapers when using the pool or spa, and used diapers must be sealed in plastic bags and placed in trash containers.
- h. All trash and litter (papers, cigarettes, matches, etc.) are to be disposed of in trash receptacles.
- i. No food or snacks of any kind are permitted in the pool/spa or around the perimeter of either the pool or the spa.

9. Pool Keys. Each Owner of a Lot will receive one (1) pool/spa access key. Owners may not duplicate the pool/spa key issued by the Association. Owners may entrust their key to their family members and/or tenants. Each Owner is responsible for delivery of the pool access key to any buyer of said Owner's Lot. In the event the pool/spa area access key becomes lost or is not delivered to the buyer of a Lot, the Owner or new Owner, as the case may be, must purchase a replacement key at said Owner's sole cost and expense at a cost of Fifty Dollars (\$50.00) per key.

10. Pool Hours. The common pool/spa facilities are open for the use of residents and their guests during the period daylight saving time is in effect (normally April through October), seven days a week, between the hours of 8:00 a.m. and 11:00 p.m.

11. Off-Season Operation. Due to prohibitive energy costs, the pool and spa heaters will be turned off during the period standard time is in effect (normally November through March).

Specific shutoff and reactivation dates for pool and spa heaters may vary from year to year depending upon prevailing weather conditions.

SECTION 4. TRASH AND GARBAGE

1. Trash. Rubbish, trash, and refuse are to be removed from each Lot on a regular basis, and may not be allowed to accumulate. Trash receptacles and other like containers are to be kept screened and concealed from view from any of the Lots except when placed on the street for weekly pickup. [Ref. CC&R 10.07]
2. Regular Trash Removal. Trash and garbage are collected and removed from the Properties on Tuesday of each week, except that when Christmas or New Year's Day falls on a Tuesday trash is collected the following day. Containers for both trash and recycled waste are provided by the City of Escondido. Refuse for pickup shall be placed in the provided containers on a paved surface near the curb adjacent to each Dwelling Unit. Trash containers are not to be placed on lawns or landscaped areas. Residents are to make certain lids to trash cans are secure in order to avoid spillage by animals or children. Trash containers may be placed on the curb for pickup the evening prior to the pickup date, and must be removed from the curb and concealed from view no later than the evening of the pickup day. [See CC&Rs 10.07]

SECTION 5. PETS

1. General Provisions. No insects, reptiles, poultry, or other animals of any kind, except a reasonable number of commonly accepted household pets (*i.e.*, dogs, cats, song birds, aquarium fish, and similar pets) shall be kept or permitted on any Lot. Pets are not to be kept or bred for commercial purposes. An "unreasonable number" of pets ordinarily means more than two (2) pets per household. Each resident shall keep and maintain household pets in a a manner that their pets do not constitute a nuisance to residents of any other Lot, and in accordance with all ordinances passed by the City of Escondido, California, including any ordinances which regulate the number of pets allowed per household, pet noise, pet licensing, or control of pets. [See CCR 10.06]
2. Control of Pets. Each resident with a household animal upon his Lot is responsible for the actions of that animal and any damage caused by that animal. **All** dogs are to be confined within an enclosure or an enclosed yard on the owner's Lot. Residents who walk their dogs must keep them on a leash and under the control of a person capable of controlling the dog **at all times** when the dog is outside its owner's Lot. Household pets are not to be left unattended on the Common Areas of the Association, and are not to be staked or otherwise tied to trees, gates, or other improvements on the Common Areas of the Association.
3. Pet Debris. The Owner of any household pet is responsible for the immediate removal of all pet droppings and/or pet related debris deposited upon the Common Areas of the Association or the exterior yard of the Lot where the owner's residence is located. [See CCR 10.06]
4. Enforcement. Residents are encouraged to report violations of this Section 6 to the Board of Directors in care of the Management Company in accordance with the procedures set forth in Section 8 of these Rules and Regulations. In addition to the remedies contained in these Rules and Regulations, violations of this Section may be reported to the local animal control authorities.

SECTION 6. ARCHITECTURAL CONTROL

1. Required Architectural Approval for Improvements. Written approval of the Association's Architectural Control Committee ("ARC") must be obtained by the Owner of a Lot before undertaking the following improvements to a Lot [see CC&Rs Article VIII]:
 - a. A building, fence, wall, porch, patio, cabaña, pond, fountain, spa, awning, or other structure constructed, erected, placed, or altered upon any Lot;
 - b. Any alteration to the outside of a residential structure situated on a Lot; or
 - c. Any change to drainage on a Lot (including the installation of gutters and downspouts on a Dwelling Unit). Specifically, the Owner must submit plans demonstrating how runoff water will be diverted.
2. Written Application to the Architectural Review Committee. Any Owner desiring to construct, erect, improve, place, or alter an improvement upon his Lot, as described in the Association's Architectural Guidelines, Standards, and Restrictions, must submit a written application for approval of such improvement(s) to the ARC on the Architectural Improvement Application Form supplied by the Association. Please see the Architectural Guidelines, Standards, and Restrictions for requirements and procedures to be followed.
3. Maintenance of Improvements. The maintenance, repair, and replacement of improvements constructed upon a Lot with the approval of the ARC are the sole and exclusive responsibility of the Owner of the Lot upon which the improvement was constructed and any subsequent owner of the Lot, whether or not said maintenance obligation is disclosed to the new owner.
4. Roof Maintenance. The Association is responsible for maintenance and repair of the roof of each Dwelling Unit provided no Owner, Owner's tenant, resident, or the agent of any Owner, Owner's tenant, or resident enters onto the roof. When an Owner, his/her tenant, other resident, or the agent of any of these enters onto the roof for any purpose, the Owner assumes all future responsibility for repair and maintenance of the roof, and this responsibility must be disclosed to the buyer in the event of sale.
5. Holiday Decorations. The Association imposes no restrictions on the placement of a reasonable amount of holiday decorations on a Dwelling Unit during the period between Thanksgiving and New Year's Day, provided decorations are confined to the exclusive use area of each Lot. However, roof access is restricted as provided in paragraph 4 of this Section 6. Decorations may not be placed on the Association's Common Area.

SECTION 7. GENERAL RULES AND USE RESTRICTIONS

1. Responsibility. Each Owner of a Lot in the Properties is responsible for informing all family members, tenants, and guests of the Rules and Regulations of the Association and for ensuring their compliance with these rules and Regulations.
2. Communication with Association. Each Owner of a Lot in the Properties, whether or not a resident, is responsible for notifying the Association, through the Property Manager, of:
 - a. Names of all occupants of the Dwelling Unit, including children;
 - b. Description of all pets kept in the Dwelling Unit; and

- c. Year, make, model, color, and vehicle license number of all vehicles that will be parked within the properties, including those parked wholly within the garage.

Failure to provide timely notification to the Association of any of the items listed in this paragraph 2 may result in continuing levy of fines until the required information has been received.

3. Owner's Maintenance Obligations.

- a. General. The Association is generally responsible for the maintenance, repair, and/or replacement of roofing materials covering the individual Dwelling Units, as well as for the periodic painting of the exterior wood siding and trim covering the individual Dwelling Units. Generally speaking, the Association is responsible for the maintenance of all sidewalks and landscaping located outside of the perimeter fences around the Dwelling Units. Owner(s) of each Dwelling Unit are responsible for the maintenance, repair, and replacement of exterior wood siding and trim covering the individual Dwelling Units, the windows and glazed surfaces of the Dwelling Units, and the interior structure of the Dwelling Unit encased by the wood siding and roofing materials. Owners are also responsible for the maintenance, repair, and replacement of exterior decks, porches, balconies, utility doors, and perimeter fences found around and along the Dwelling Unit. Accordingly, each Owner is responsible for the maintenance and repair of sidewalks, landscaping, and all other improvements located within the perimeter fence upon his/her lot. [See. CCR 9.01]
 - b. Landscaping. Each Owner shall maintain the landscaping located on his/her rear yard and/or front porch enclosure on his/her Lot in a green and flourishing condition.
 - c. Other Improvements. Each Owner shall maintain all structures or improvements built on his/her Lot in accordance with Section 6 hereof in a good, clean, and neat condition.
 - d. Maintenance, Repair, and Replacement. All maintenance, repair, and replacement of improvements to Lots pursuant to this Section 7.1 shall be subject to the provisions of Section 6 of these Rules and Regulations relating to architectural control.
4. Antennas. Except for small satellite dishes permitted by law, no radio or television antenna or radio transmitter tower or facility may be placed upon any Lot unless the same is contained wholly within a residence. No such equipment may be placed or maintained upon the Common Area.
5. Sports Fixtures. No basketball backboard or other fixed sports apparatus shall be constructed or erected anywhere in the Properties without the approval of the ARC.
6. Business Activities. No commercial trade or business shall be carried on upon any Lot. [See. CC&Rs 10.02]
7. Lease of Unit. Subject to the provisions of Article 10, Section 10.18 of the Declaration, any Owner of a Lot may lease the residence upon his Lot, subject to the following conditions:
- a. Owners must lease the entire Lot and Dwelling Unit and may not rent or lease rooms or areas within a Dwelling Unit, unless the Owner remains in occupancy.

- b. Any lease or rental agreement shall be in writing and shall require that the tenant comply with all applicable state and local laws, regulations, and ordinances, and with all governing documents of the Association.
8. Storage. All personal property (*i.e.* furniture, boxes, containers, apparel, bicycles, fixtures, equipment, tools, appliances, and similar items) belonging to the Owner of a Lot, his/her family members, tenants, or guests must be stored within the residence, garage, or other enclosed building on the Lot. However, the foregoing prohibition shall not prevent an Owner or other person described above from placing patio furniture, plants, and similar items upon patios and decks of residential units.
9. Potted Plants. Residents who place potted plants on or along an outside deck, fence, or rail, or who attach any structure designed to support plants or vines to any portion of the exterior of a Dwelling Unit, assume sole responsibility for the repair of any damage caused to the exterior of their own or surrounding Dwelling Units by the plants located on these structures, by water used to irrigate these plants, or by insects attracted by the presence of such plants.
10. Earth to Wood Contact. Neither Owners nor their tenants may construct, improve, or maintain earth and other landscape improvements within enclosed backyards and within front door enclosures in any manner that causes earth to come into contact with the perimeter fence around said areas, the wood decks (and supports) found in said areas, or the siding and trim of the relevant Dwelling Units.
11. Damage to Common Areas. Each Owner of a Lot shall be required to reimburse the Association for costs incurred in repairing any damage to the Common Areas and any improvements or facilities thereon caused by said Owner, any occupant of the Owner's Lot, or a guest of said Owner, whether or not the person causing such damage is an adult or a minor.
12. Garage Doors. Garage doors shall remain closed except for reasonable periods while the garages are being used.
13. Landscaped Areas. No one may walk, play, drive, ride, park on, or otherwise come into contact with the landscaped slopes and berms located in the Common Areas, and no one may use the lawns in the Common Areas to play sports, hold picnics, or for any similar use which may result in damage to lawn areas.
14. Skateboarding, etc. No one may operate skateboards, tricycles, Bigwheels, roller skates/blades, pedal caps, or similar equipment on the common roadways of the Properties. The foregoing equipment may be operated on the common sidewalks and pathways of the Association provided that anyone under the age of sixteen (16) years using such equipment is at all times supervised by a competent adult, and all care is taken to ensure that the use of such equipment does not interfere with pedestrian traffic. Standard-size bicycles may be operated on the roads and pathways of the Association provided that the operator observes all road safety rules and regulations and does not interfere with pedestrian traffic on the sidewalks and paths.
15. Litter. No one may deposit or cause to be deposited any litter, refuse, or trash upon the Common Areas.

SECTION 8. ENFORCEMENT POLICY AND PROCEDURES FOR VIOLATIONS OF THE DOCUMENTS OR ADOPTED RULES AND REGULATIONS

1. Actions Prior to Initiation of Formal Special Resolution Process. Any member or agent of the Association has the authority to request that a Member or resident cease or correct any act or omission which appears to be in violation of the Documents or these Rules and Regulations. Complainants are encouraged to attempt such informal request before initiating a formal process.
2. Written Complaint. When the apparent violation continues despite informal request, any member may provide notice of violation to the Board of Directors in care of the Management Company.
3. Enforcement. Provisions of all governing documents are enforced as provided in Article XII of the Bylaws and applicable laws of the State of California.
4. Fine Structure. Fines for violation of the governing documents are set forth in the Fine Policy adopted by the Association's Board of Directors.
5. Suspension of Rights. In addition to imposition of fines, the Board of Directors may suspend, for a period not to exceed thirty (30) days at one time:
 - a. The right of an Owner to use any recreational facilities within the Common Area; and/or
 - b. The voting rights of an Owner.

For continuing offenses, including non-payment of assessments, these privileges may be suspended for so long as the violation continues.

6. Legal Action. The Board of Directors may, in their sole discretion, institute a legal action against an Owner of a Lot seeking a personal judgment against such Owner to require repayment of any monetary penalty assessed pursuant to this Section 8, together with court costs and reasonable attorney's fees in such action, and the institution of such legal action shall be deemed to be a fair and reasonable method for collecting monetary penalties assessed by the Board of Directors.

SECTION 9. ELECTION PROCEDURES

1. In accordance with the association's bylaws, all members in good standing are eligible to run for election to the Board. "Good Standing" means current in the payment of all dues and assessments.
2. Votes may be cast by members in good standing either in person, by proxy, or, in specific instances designated by the Board of Directors, in a ballot-by-mail. In any election or voting procedure in which proxies are authorized, the Inspectors of Election shall be responsible to authenticate and determine the validity and effect of, any submitted proxy.
3. In the announcement of any meeting at which an election will be held or other balloting conducted or in any announcement containing a ballot-by-mail, the Board of Directors shall announce the applicable voting period, including any deadline for submission of ballots-by-mail. Ballots-by-mail may be submitted at any time from the members' receipt of the ballot-by-mail until the announced deadline or any extension thereof as set by the Board of

Directors. The Inspectors of Election shall determine when ballots can be submitted and the time when the polls shall close at any meeting at which ballots are cast.

4. The association will publish a request for candidates in the association's newsletter approximately 150 days prior to the date of the annual meeting. All members desiring to run for a position on the Board of Directors must complete the Application Form and return the completed form to the designated person(s) on or before the deadline date noted on the form or accompanying materials. Members failing to submit an Application Form by the deadline date will not have their names placed on the ballot, but are eligible to be nominated from the floor at the annual meeting and may receive write-in votes.
5. The Application Form submitted by each candidate will be posted on the association's bulletin board approximately 90 days prior to the annual meeting of members. The association will not edit the content of these forms, but will post a general statement of non-responsibility for the content of all posted forms. Any candidate can request in writing that his/her form not be posted, and the association will honor any such request received prior to the date of posting all forms.
6. No Candidate's Application Form or other editorial or campaign material will be published in the Association's newsletter.
7. Approximately 120 days prior to the annual meeting of members, or approximately 60 days prior to the anticipated deadline for mail-in ballots for amendments to the association's governing documents, votes on assessments, the Board of Directors will appoint one (1) or three (3) Inspectors of Election to oversee and certify the results of the voting. Inspectors of Election may not be Board members or the candidates for election or related to or reside with Board members or the candidates for election. A maximum of one of three Inspectors of Election may be an employee of the association's management company. At least one Inspector of Election shall be a member of the association, although all three Inspectors of Election may be members of the association if so appointed by the Board of Directors. If not members of the association, Inspectors of Election may be compensated for their services. Members of the association shall not be compensated for serving as Inspectors of Election.
8. The Inspectors of Election shall be responsible to:
 - a. Determine the number of memberships entitled to vote and the voting power of each;
 - b. Determine the authenticity, validity, and effect of proxies;
 - c. Receive the ballots and determine the location to which all ballots are to be returned;
 - d. Hear and determine all challenges and questions to the balloting or election;
 - e. Count and tabulate all ballots;
 - f. Determine when the polls shall close;
 - g. Determine the results of the election or balloting;
 - h. Report the results of the election or balloting to the Board of Directors within 10 days of the date the polls shall close;
 - i. Perform such other acts as may be necessary to conduct the election or balloting in fairness to all members and in accordance with all rules of the association.
9. In accordance with the governing documents of the association, members shall be entitled to one vote per lot. Following a hearing and opportunity to be heard at least five (5) and not more than 30 days prior to the annual meeting, members delinquent in the payment of dues or assessments may be declared to be not in good standing and ineligible to vote at the annual membership meeting.

10. The ballots for election of directors shall generally be counted at the annual meeting. At the request of the Inspectors of Election and upon a showing of good cause, the Board of Directors may authorize a postponement or extension of the counting of the ballots to another date and time, which shall be open to the membership. Inability to complete the counting of the ballots prior to the time the annual meeting is adjourned shall constitute good cause for a delay or extension of the counting of the ballots. In case of a delay or extension of the time to complete the counting of the ballots, the Inspectors of Election shall retain custody of all ballots.
11. All elections and ballots-by-mail shall be conducted in accordance with applicable laws.
12. Ballots will be retained by the association, or its designated agent, for a period of one year following the election or voting deadline, as the case may be. At the conclusion of this one-year period, the ballots will be destroyed.

SECTION 10. AMENDMENTS

Effective January 1, 2004, these Rules & Regulations may be amended by majority vote of the Board of Directors pursuant to California Civil Code § 1350.7, which requires thirty (30) days prior notice to members of the proposed amendment.

MORNINGSIDE WOODS HOMEOWNERS ASSOCIATION **SUMMARY OF ARCHITECTURAL PROCEDURES**

This information is designed to help Morningside Woods homeowners in planning and seeking approval of exterior home improvements. Prior approval of the Architectural Review Committee (ARC) is required before any additions or alterations can be made to the exterior of your home or lot. While some exterior additions or modifications will be approved, others are not permitted and will not be approved. Please review Article VIII of your CC&Rs, which spells out the procedures you must follow, before you begin any costly renovations. You may be required to undo any changes made without ARC approval, and to restore the property to its original state. The familiar adage “it’s easier to obtain forgiveness than permission” does not apply with regard to architectural changes.

If you are considering additions or modifications to your home or lot, following the steps outlined below may save you considerable time and money.

Step 1 Consult the Architectural Guidelines, Standards, and Restrictions to determine whether the project you have in mind is the type permitted. If you are unsure after reading the Guidelines, please contact the Property Manager or a member of the ARC for more detailed information.

Any work that you begin prior to receiving ARC approval must be treated as a violation, and a mandatory, non-refundable late filing fee of \$100.00 will be assessed.

Step 2 Fill out an Architectural Improvement Application and submit it to the Property Manager. If your project involves new construction, you will also need to submit a copy of the plans.

Examples:

- (1) You want to replace your 3' high wooden fence with a fence constructed of the same materials in the same dimensions. No application is required.
- (2) You want to replace your 3' high wooden fence with a block wall. You need to submit an application and drawings of the proposed wall, including gate details
- (3) You want to replace your wooden garage door with a metal roll-up door in the same dimensions. You need to submit an application, but no drawings are required. (NOTE: Any replacement garage door must not contain windows, and color must be approved.)
- (4) You want to replace your wooden garage door with a custom-built metal roll-up door to accommodate higher vehicles. You need to submit an application and construction plans.

When drawings are required, you may prepare them yourself, or you may submit plans prepared by your architect or contractor. However, they must be submitted by the

homeowner as an attachment to the Application, and the homeowner must be prepared to review the proposed changes with the ARC and, possibly, with the Board of Directors.

Your plans must be complete and clear enough for the ARC to understand what you propose, and it must give all dimensions in relation to your property line, existing home, lot, and any existing exterior improvements. From the information you submit, the committee must be able to determine (1) what your project is, (2) where it will be located in relation to your existing home, lot, and other exterior improvements, (3) its relationship to your property line and your neighbors' property lines, (4) the material and color(s) you propose to use, and (5) any other information that would help the ARC in reviewing your proposed project.

Only the information you list on your Application and plans can be considered by the ARC, and any work not included on the drawings or application is not authorized. The more complete your drawing or plan is, the easier it will be for the ARC to review, understand, and approve it.

After the ARC has reviewed and approved your project, a copy of your Application and any plans or drawings will be returned to you with signed approval. The Property Manager will also retain a copy, and a copy will be placed in the file maintained for your property ("unit file").

Step 3

After your project has been approved, you will need to contact the City of Escondido to determine if a construction permit is required for your project. It is your responsibility to obtain the permit, or to see that a permit is obtained by your contractor. The City of Escondido may require written approval from the Homeowners Association before they will issue a permit.

The following improvements or modifications to residential property may require a permit from the City of Escondido in addition to ARC approval:

- PATIO COVERS involving footings and/or attachment to Dwelling Units;
- FENCES over six feet (6') high;
- MASONRY WALLS, MASONRY-GRILL COMBINATIONS, AND PILASTERS over forty-two inches (42") high;
- RETAINING WALLS over twenty-four inches (24") high;
- POOLS/SPAS involving electrical wiring, plumbing, fence enclosures, setback requirements, and noise abatement;
- SOLAR ENERGY EQUIPMENT (all);
- CURB CORES to drainage system. Permit for curb core is required on all dedicated streets;
- SPRINKLER SYSTEM backflow valves, if required, must be plumbed eight inches (8") above the lowest sprinkler head served by the system;
- MAJOR CONSTRUCTION OR MODIFICATIONS: any work of this nature should be reviewed for permits required.

The Board of Directors suggests that any work requiring a permit be performed by a licensed contractor. Using a licensed contractor protects the homeowner from liability that may result from improper construction, materials, or failure to adhere to Building Code requirements. In addition, work performed by an unlicensed contractor may expose a homeowner to additional liability in the event of electrical problems, gas leaks, or plumbing problems, and may invalidate the insurance policy covering damage to the property.

Step 4

After completion of the project, contact the Property Manager to arrange for final inspection and sign-off on the project by the ARC.

NOTE:

All communication to the Architectural Review Committee or the Board of Directors regarding appeals, reports of violations, or complaints against neighbors' activities must be in writing to the Board in care of the Management Company. Morningside Woods Homeowners Association office address shall be the address of the Management Company currently employed by the Association.

MORNINGSIDE WOODS HOMEOWNERS ASSOCIATION ARCHITECTURAL GUIDELINES, RESTRICTIONS, AND STANDARDS

I. AUTHORITY

These Architectural Guidelines, Restrictions, and Standards, have been approved by the Board of Directors of Morningside Woods Homeowners Association, and are published by the Architectural Review Committee (ARC) in accordance with the provisions of Article VIII of the Declaration of Covenants, Conditions, and Restrictions (CC&Rs).

II. PURPOSE

In order to maintain the architectural character of Morningside Woods, modifications of structures, materials, and colors must be compatible with the original design. The ARC, by setting standards and approving additions or modifications, hopes to ensure a continuity of design which will help preserve the appearance and enhance the overall property values.

Homeowners are reminded that approval from the ARC is required prior to construction, addition, modification, or *any* improvement including, but not limited to:

- A. All exterior structures or alterations, fences, walls, pools, spas, patio covers, etc.
- B. All mechanical equipment, air conditioners, pool equipment, and solar heating equipment.
- C. All landscape improvements or plantings.

NOTE: Failure to obtain the necessary approvals prior to construction constitutes a violation of the CC&Rs, and may require modification or removal of unauthorized work at the expense of the homeowner. In addition, a permit may be required from the City of Escondido Building Department or other governmental agencies.

III. PROCEDURES

A. Submittal Procedures and Requirements

1. **Approval Requirements.** Approval of any project by the ARC does not waive the need to obtain any permits required by the City of Escondido. Likewise, obtaining any permit from the City of Escondido does not waive the need to obtain project approval from the ARC.
2. **Submitting Applications.** Requests are to be made to the ARC on the Architectural Improvement Application form, and are to include a copy of plans or architectural drawings. Plans or drawings are required when the request involves a change or addition to the existing structure or lot. Plans or drawings are not required when the request involves exact replacement of an existing structure or component.

Forms may be obtained from the Property Manager, and completed Application should be submitted to the ARC through the Property Manager, who will distribute copies to ARC members.

3. Plans or Drawings. Plans or drawings are to be prepared in accordance with applicable building codes. It is recommended that work involving major additions or work requiring variances be submitted at the preliminary drawing stages for review by both the ARC and the City of Escondido. Final drawings should not be prepared until preliminary plans have been reviewed and approved. NOTE: If plans or drawings are larger than 8-1/2" x 11", three (3) copies of plans or drawings must be submitted with Application.
4. Neighbor Awareness. Neighbors' signatures on the Architectural Improvement Application are required to confirm that they are aware of your proposed addition(s) or modification(s). Applications will not be reviewed unless neighbors' signatures have been obtained.
5. Right of Entry. If construction work requires using the common area property for purposes of transporting labor and material, or for the temporary storage of materials, the applicant shall obtain written permission from the Association for "Right of Entry" during the course of the construction. A copy of the letter granting permission is to be filed with the ARC before construction begins. If the ARC deems it necessary a security deposit may be required from the owner to protect the Association against damage to the common area. Deposits will be held by the Treasurer and will be refunded after the work is completed, less any repair costs.
6. Approval. Each page of approved applications will be signed by the ARC Chairman or the President. One copy of the application will be returned to the homeowner, a second copy will be retained in the unit file, and a third copy will be filed in the Association's office, in care of the Management Company.
7. Time Period:
 - a. As provided in Article VIII Section 8.02 of the CC&Rs, the ARC will approve or disapprove submitted applications within thirty (30) days after receipt of application, or will return incomplete applications to the submitting homeowner. If approval is not received within thirty (30) days after receipt of all required information, the homeowner may assume approval.
 - b. All work is to be completed within ninety (90) days of the approval date.
 - c. If necessary, extensions may be granted by the ARC provided a request for extension is submitted in writing.
8. Project Inspection. When the work has been completed in accordance with the "approved" copy of application/drawings, the homeowner shall submit a written request

to the ARC, through the Management Company, for project inspection in accordance with Article VIII Section 8.06 of the CC&Rs.

9. Sale of Unit Prior to Completion. In the event a Dwelling Unit is sold prior to completion of a project, the seller shall disclose to the buyer the status of the project and the work required for completion. The seller shall also disclose to the buyer that the project must be completed as approved, or the Association may require that buyer restore the property to its original state at buyer's expense. Seller shall obtain, in writing, buyer's agreement to complete the project as approved.
10. Appeals. If plans submitted to the ARC are disapproved, the homeowner may appeal the decision by written request to the Association's Board of Directors, in care of the Management Company. Request must be submitted within thirty (30) days after ARC disapproval is received. In order to be considered by the Board, the request needs to be received ten (10) days before the board meeting at which the request is to be considered. As provided in Article VIII, Section 8.08 of the CC&Rs, variances may be granted by the ARC if the ARC deems it appropriate.
11. Conformance With Plans. All construction must conform to plans as approved by the ARC. Any deviation from the plans and specifications submitted will void ARC approval, which may result in violation enforcement proceedings.
12. Enforcement. Failure to obtain the required approval from the ARC is a violation of the CC&Rs. Owners may be required to modify or remove work performed without approval, at the Owner's sole cost and expense. Morningside Woods Homeowners Association has the authority to commence legal actions to restrain any breach of these restrictions, to enforce all of the provisions of the CC&Rs and other governing documents, and to require reimbursement to the Association for legal fees and expenses to enforce compliance which, if unpaid, may result in liens against the property.

IV. IMPROVEMENT STANDARDS

All areas used for the home, required driveways, additions, patios, patio covers, gazebos, arbors, and other structures meeting the requirements of these guidelines shall not cover more than eighty percent (80%) of the area of the lot or building site, or as approved by the Board of Directors. Lot coverage includes the home, patio covers, porches, balconies, breezeways, roofs, eaves, and driveways. Lot coverage does not include fences, walls, uncovered patio slabs, or uncovered pools or spas.

- A. Setback Requirements. No exterior structure shall be constructed or maintained within three feet (3') of the unit's property limits, including those areas not defined by a fence or wall over which the Unit Owner has exclusive easement rights
- B. Room Additions or Balconies:
 1. Structural or material additions or alternations to the exterior of any building must conform to materials, colors, character, and detailing on the existing dwelling.

2. The maximum depth of a room addition or balcony, as measured from the original rear wall of the dwelling toward the rear lot line shall be sixteen feet (16'), except that no addition to a dwelling unit shall extend within eight feet (8') of the rear property line.
3. The roof line of room additions or balconies shall blend with the existing roof line of the structure.

C. Patio Structures, Sunshades, Arbors, Gazebos, or Trellises.

1. Structures in this section are to conform to the original architectural character of the existing dwelling, and are to be painted to match the house or trim color..
2. Patio foundations and covers must meet all requirements of the City of Escondido Building Code. It is the homeowner's responsibility to see that all permits from the City of Escondido have been obtained, and no work can begin without obtaining any permits required.
3. Patio covers, arbors, or trellises are to be constructed of wood or wood products, painted to match the house or trim color, except that vertical supports may be of stucco or masonry, painted to match the house color.
4. The maximum depth of a patio cover or trellis, measured from the exterior wall of the dwelling toward the lot line, shall be sixteen feet (16').
5. The maximum size of gazebos or other freestanding structures shall be eighty (80) square feet. The maximum height of gazebos or other free-standing structures shall be ten feet (10') measured from the lowest adjacent ground level to the highest point of the roof. Gazebos or other freestanding structures must conform to all setback requirements.
6. The following materials are not acceptable for roof surfaces and other free-standing structures:
 - a. Corrugated Metal;
 - b. Corrugated Plastic or fiberglass (including sunscreens);
 - c. Plastic webbing, split bamboo, canvas, or reed or straw-like materials.

D. Exterior Painting.

Exterior painting of dwelling units is contracted by the Association on a scheduled basis and is paid from the Association's reserve funds. Paint for touch-up of small areas will be furnished to homeowners on request to the ARC. Owners who wish to paint fences or large exterior areas at times other than those scheduled by the Association must purchase, at their sole expense, the paint type and color approved for their unit.

- E. Mechanical Equipment.
1. Installation of mechanical equipment, including air-conditioning, solar energy, or pool/spa equipment requires approval by the ARC. Drawings submitted with Application must indicate the proposed location of the equipment and the method of screening, if visible from the street.
 2. Pool/spa construction, draining, and fencing must conform to Escondido City Building Code and San Diego County health ordinances.
- F. Drainage and Fill.
1. The original course of surface water flow shall not be disturbed or altered in any manner that adversely affects neighboring property. No drainage off any lot shall flow onto adjoining lots. See Article X Section 10.15 of the CC&Rs.
 2. Gutters, downspouts, or scuppers are to be primed and painted to match the adjacent surface. If surface drains of any kind or gutter drains are connected to underground pipe drains, the underground drain lines must extend to the curb or concrete swale.
- G. Antennae. Antennae of any description may not be installed on the outside of any dwelling or garage within Morningside Woods, except for small satellite dishes permitted by California Civil Code § 13.76. See Article X Section 10.11 of the CC&Rs.
- H. Flags and Flagpoles. Free-standing flagpoles require ARC approval. Flags or pennants are limited to United States, State of California, and POW/MIA flags. ARC permission is required to display any other flag or pennant.
- I. Weathervanes. Installation of weathervanes on any exterior surface requires ARC approval.
- J. Window Tint. Reflective materials that create a mirror effect from the outside are not permitted.
- K. Roll-up Sunshades. Plastic or bamboo shades may be permitted provided they are installed on the inside of patio beams and are rolled up out of sight when the patio is not in use. All shades must be maintained in good repair and must be replaced as necessary.
- L. Signs. (See Article X Section 10.04 of CC&Rs)
1. In addition to the “for sale” sign permitted by the CC&Rs, the seller may permit an “Open House” sign to be posted on the property, and directional signs may be posted at the entrance to the Properties and at the intersection of Morningside Glen and the seller’s street. Open House signs may only be posted during the hours the property is open, and must be removed immediately following the open house. Signs not removed promptly become the property of the Association and may be removed and disposed of without notice to the seller.

2. Security signs may not exceed 10" x 12" and must either be posted on a small pole and placed in the yard, or posted in a window. They may not be posted on the house itself or the fence.
- M. Basketball Backboards. Basketball backboards are not permitted in front or side yards. Installation of basketball backboards in rear yards requires approval by the ARC.
- N. Skylights. No after-market skylights may be installed without approval of the ARC. No approval will be granted unless the homeowner signs a document releasing the Association from any future responsibility with regard to roof repair and maintenance.
- O. Pet Enclosures:
1. Dog or other pet enclosures legally permitted by the City of Escondido require ARC approval prior to purchase or installation. Such enclosures are only permitted in residence rear yards, with no portion extending into areas outside the normal side walls of the residence or the extension of the side wall to the rear lot line. However, the enclosure shall not encroach into the rear yard setback area, and shall not unreasonably obstruct neighbors' lateral view.
 2. Pet enclosures may not exceed six feet (6') wide by fifteen feet (15') long, by five feet (5') high for lots of at least 3,000 square feet, but may be smaller for lots under 3,000 square feet. Material shall be limited to standard chain-link fence, five feet (5') high, in an inconspicuous color (brown or black vinyl coated).
- P. Pools and Spas. All spas, portable or otherwise, require ARC approval. Application must include plans indicating and setbacks from property lines and distances from dwellings, including neighboring dwellings, and must include signatures of contiguous neighbors.
- Q. Items Not Included. Any items not included within these Architectural Guidelines, Restrictions, and Standards are subject to review and approval by the ARC.
- R. Conflict With City, County, or State Laws, Regulations, or Ordinances. If conflict should arise between the standards set forth in this document and the laws, regulations, or ordinances of any governing body with competent jurisdiction, the most restrictive standard shall apply.

MORNINGSIDE WOODS HOMEOWNERS ASSOCIATION

ARCHITECTURAL IMPROVEMENT APPLICATION

(Please type or print)

Date: _____

Applicant Information:

Owner's Name: _____

Property Address: _____

Home Phone: _____ Work Phone: _____

I hereby request approval from the Board of Directors to make the following architectural changes to my (circle one) home, lot, exclusive use area:

DESCRIPTION OF IMPROVEMENT OR WORK TO BE DONE: (Attach diagram if necessary)

Starting Date: _____ Completion Date: _____

CONTIGUOUS NEIGHBOR AWARENESS - WE, THE UNDERSIGNED, HAVE REVIEWED THE ATTACHED ARCHITECTURAL PLANS.

ADDRESS	PRINT NAME	SIGNATURE
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The above and attached information is complete and accurate to the best of my knowledge. Installation to be at no cost whatsoever to the Association. Any future maintenance shall be the responsibility of the Owner, heirs, and/or assigns.

Owner's Signature

Date

- Request Approved
- Request Denied
- Revise and Resubmit
- Comments: _____

Signed: (Architectural Committee Representative)

Date