

AMENDED AND RESTATED ARCHITECTURAL RULES, STANDARDS AND GUIDELINES

*for
THE CITRUS COURSE HOMEOWNERS
ASSOCIATION*

*Effective: June 21, 2021**

**These Amended and Restated Architectural Rules, Standards
and Guidelines shall replace and supersede all prior versions.*

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, VETERAN OR MILITARY STATUS, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS IDENTIFIED IN SUBDIVISION (p) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.1 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

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GLOSSARY OF DEFINED TERMS

"Architectural Improvement Agreement" means the agreement by and between the Association and Owners identifying the conditions of approval and maintenance of architectural / landscape modifications which is recorded against the Residential Unit/Lot.

"Architectural Rules" means these Architectural Rules, Standards and Guidelines.

"Association" means the Citrus Course Homeowners Association.

"CC&Rs" or "Restated CC&Rs" means the Covenants, Conditions, Restrictions, and Reservations of Easements of Citrus Course.

"City" means the City of La Quinta.

"Color Palette" means the Citrus Course Community's pre-approved exterior color palette which is available at: https://www.dunnedwards.com/colors/archive/color-ark_pro/the-citrus-at-la-quinta/the-citrus-at-la-quinta.

"Community" means the Citrus Course community.

"Common Area" means all the real property and the improvements thereon owned by the Association for the common use and enjoyment of the Members except all Residential Lots and the Condominium Area.

"Home" or "Homes" means any dwelling unit and all attached and unattached structures located on the Residential Unit/Lot including but not limited to casitas, garages, patios and patio structures, trellises, gazebos, cabanas and barbeques. **"Home" or "Homes"** also means any Condominium Unit.

"Enforcement Procedure" means the Association's Amended & Restated Enforcement Procedure and any amendments thereto.

"Fees" means the fees identified within the Appendix II. Fees and Security Deposit Schedule.

"Golf Course" means and refers to the Citrus Course Golf Course which Golf Course traverses throughout the Community.

"Governing Documents" means the Restated CC&Rs and any other documents such as the Articles, Bylaws, Architectural Rules, Standards and Guidelines, Landscaping Rules, Standards and Guidelines, Rules and Regulations, and/or Enforcement Procedures which govern the operation of the Association.

"Landscaping Rules" means the Association's Landscaping Rules, Standards and Guidelines.

"Management Company" means the Association's community association management company.

"Owner" means the record owner(s) of a fee simple interest in a Residential Lot or Condominium Unit in the Community.

"Request Form" means the Architectural & Landscaping Approval Request Form for All Existing Homes and the Architectural & Landscaping Approval Request Form for New Homes (samples of which are attached hereto as Appendix IV. and Appendix IV. to these Architectural Rules, Standards and Guidelines), submitted to the Architectural Committee and/or Landscape Committee.

"Residential Lot" means all of the Residential Lots within the Community. The term **"Residential Lot"** shall also mean and include the Home located thereon.

"Residential Unit(s)/Lot(s)" means both a Residential Lot, as well as a Condominium Unit.

"Rules" means the Rules & Regulations rules adopted by the Association.

"Security Deposit" means the security deposits identified within the Appendix II. Fees and Security Deposit Schedule.

I. GENERAL PROVISIONS

The preservation of the architectural character of the Homes and Residential Units/Lots in the Community is the responsibility of every Owner. The Association is charged with the responsibility of preserving this architectural character of the Community. In accordance with the CC&Rs, which all Owners receive, an Architectural Committee was appointed to prepare and jointly adopt with the Board of Directors these Architectural Rules, and to fairly and consistently enforce them.

A. Applicability. The Association has approved these Architectural Rules, which are applicable to all Homes or Residential Units/Lots anywhere within the Community.

B. Non-applicability. There are certain conditions under which Architectural Committee approval is not required. They are: (a) minor repairs to the exterior of the Home and other structures; (b) interior painting of the Home and the interior painting of other structures; (c) painting of the exterior of the Home the exact same color that exists prior to such painting; (d) improvements or alterations within the interior of the Home, provided such improvements or alterations are in accordance with these Architectural Rules, and do not impair or alter the Common Area, the Golf Course, any Common Area utilities, including water and electricity, or other systems servicing the Common Area or other properties. Notwithstanding the above, in order for the Association to verify that the painting of the exterior of the Home is the exact same color that existed prior to such painting, Owners must provide written notice and color sample to the Association c/o its Management Company prior to commencement of painting of the exterior of the Home.

C. Variances. Variances from compliance with any of the architectural provisions of the Restated CC&Rs and/or these Architectural Rules, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration require written approval from the Architectural Committee and the Board of Directors. Any variance request denied by the Architectural Committee may be appealed to the Board of Directors pursuant to Civil Code Section 4765(a)(5) and if the variance request is approved, in writing, by the Board of Directors, such decision will be binding on the Association and all Owners. If such variances are granted, no violation of the CC&Rs and/or these Architectural Rules shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive of any of the terms and provisions of the CC&Rs and/or these Architectural Rules for any purpose except as to the particular property and particular provision hereof by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of his/her/its Home or Residential Lot. All approvals by the Architectural Committee or Board of Directors must be in writing. Oral approvals shall not be deemed effective. Any variance request shall be in writing and include payment of the applicable variance request fee. The granting of any variance request shall not constitute a waiver of any Architectural Rules or hinder the enforcement thereof; nor shall any variance be permitted which violates any of the use restrictions contained within the Restated CC&Rs. If the request includes variances in setback measurements, the variance request fee shall be up to One Thousand Dollars (\$1,000) as determined by the Architectural Committee. For all other variance requests, the variance request fee shall be Two Hundred Dollars (\$200).

D. General Procedure.

1. **Architectural Committee.** The Architectural Committee shall only review, approve and/or disapprove plans and specifications as to style, exterior design, appearance, location, and compliance with the provisions set forth in these Architectural Rules, the Enforcement Procedure, and the requirements of the Governing Documents. The Architectural Committee shall not be responsible for reviewing and approving and/or disapproving any plans and specifications for engineering design, structural engineering, electrical and mechanical engineering. Further, it shall not be responsible for whether the plans and specifications are in compliance with applicable zoning, building or other city, county, state or federal laws,

ordinances or policies.

2. **Owner.** In addition to obtaining all necessary approvals from the Architectural Committee as set forth in these Architectural Rules, and the Governing Documents, each Owner is obligated to obtain all necessary city, county and other government approvals and to prepare said plans and specifications in accordance with all applicable government laws and regulations affecting the use of any Residential Unit/Lot and the construction of a Home or improvements / modifications to any Home.

3. **City and Other Approvals.** All changes, additions, and/or modifications must conform to the City's building codes, ordinances, and regulations. The Owner is responsible for obtaining any and all required approvals and building permits from the City after approval has been received from the Architectural Committee. Approvals by the Architectural Committee do not waive any applicable requirements by the City, nor does obtaining all required City permits waive the need for the Architectural Committee approval. The Architectural Committee will not knowingly approve a project which violates City building or zoning codes or those of any other governmental agency or entity, but takes no responsibility for plan conformance to any criteria other than these Architectural Rules. The Architectural Committee also reserves the right to impose additional requirements on the Owner if the City's requirements cause the plans to deviate substantially from the previously approved plans.

4. **Inspections.**

a. Routine Inspections The Architectural Committee reserves the right to inspect all improvements during any stage of construction to insure that the improvements comply with the all approved plans and specifications.

b. Final Inspections After the Owner has completed construction of a Home and/or improvements, Owner shall notify the Association's Management Company in writing, who in turn will notify the Architectural Committee that the project is ready for final inspection. The purpose of this final inspection is to insure that the improvements have been completed in conformity with the approved plans and specifications. The Owner must correct any variances or deviations from the approved plans and specifications if required by the Architectural Committee and/or the Board of Directors.

5. **Damage to Common Areas.**

In addition to any other remedies the Association has as enumerated within its Governing Documents, including these Architectural Rules, the Association also reserves the right to require any vendor, supplier, materialman, contractor or any other invitee that causes damage to the Common Areas and fails to reimburse the Association for said damage within thirty (30) days of written demand for same ("Damaging Vendor"), to provide all the following, prior to permitting the Damaging Vendor permission to enter the Community:

a. Executing an Indemnification Agreement with a Type One Indemnity in favor of the Association, holding the Association and its Management Company harmless from all claims, demands, liability and/or expense including, without limitation, property damage, personal injury claims and attorney's fees arising out of or encountered in connection with permitting the Damaging Vendor access into the Community ("Indemnification Agreement").

b. The Damaging Vendor shall also provide insurance policies for liability protection for bodily injury and property damage specifically naming the Association as an additional insured, with an appropriate endorsement that has both primary and non-contributory wording. Such insurance is to specifically include liability assumed by the Damaging Vendor under the Indemnification Agreement and with a further endorsement requiring thirty (30) days written notice of cancellation or policy changes be furnished to the Association. Failure to comply with all the foregoing will be grounds for the Association denying access to any Damaging Vendor. These restrictions will be removed as a requirement for any

General Provisions (continued)

Damaging Vendor from entering into the Community upon the Damaging Vendor reimbursing the Association for any costs incurred by the Association for damage to the Common Areas caused by said Damaging Vendor.

II. ARCHITECTURAL RULES FOR ALL HOMES ANYWHERE WITHIN THE CITRUS COURSE COMMUNITY
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A. GENERAL

1. No building, fence, wall, walkway, driveway, patio, deck, pool, pool equipment unit, spa, water feature, barbecue, trellis/gazebo/cabaña, outdoor firepit or fireplace, awning, game court, air conditioning unit, solar panel unit, water softening unit, satellite dish, attic fan, mailbox, exterior lighting or any other structure or part of the structure of a Home or Residential Unit/Lot shall be added to, modified (*e.g.*, painted or stained), improved, or torn down unless a Request Form with plans and specifications has been submitted to and approved by the Association's Architectural Committee. **Failure to comply may subject the Owner to any and all remedies afforded the Association as enumerated in its Enforcement Procedure.**

2. All requests for Architectural Committee approval require the submission of a Request Form (see Appendix III, Page 33) appropriate Fees, and in most cases a Security Deposit (see Appendix I, Page 30).

3. All Owners shall be responsible to pay all building fees required by the City. All improvements shall be constructed by a contractor who is licensed by the State of California to perform same. Additionally, if the contractor will be employing subcontractors, said subcontractors must also be duly licensed by the State of California to perform the trade for which it has been engaged.

4. Variances from compliance with any of the architectural provisions of the CC&Rs and/or these Architectural Rules, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration require written approval from the Architectural Committee and the Board of Directors. Any variance request denied by the Architectural Committee may be appealed to the Board of Directors pursuant to Civil Code Section 4765(a)(5) and if the variance request is approved, in writing, by the Board of Directors, such decision will be binding on the Association and all Owners. If such variances are granted, no violation of the covenants, conditions and restrictions contained in the CC&Rs and/or these Architectural Rules shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provisions of the CC&Rs and/or these Architectural Rules for any purpose except as to the particular property and particular provision hereof by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of his/her/its Home and Residential Unit/Lot. All approvals by the Architectural Committee or Board of Directors must be in writing. Oral approvals shall not be deemed effective. Any variance request shall be in writing and include payment of the applicable variance request fee. The granting of any variance request shall not constitute a waiver of any Architectural Rules or hinder the enforcement thereof; nor shall any variance be permitted which violates any of the use restrictions contained within the Restated CC&Rs. If the request includes variances in setback measurements, the variance request fee shall be up to One Thousand Dollars (\$1,000) as determined by the Architectural Committee. For all other variance requests, the variance request fee shall be Two Hundred Dollars (\$200).

5. Homes or any new Homes shall be required to comply with the following building envelope and setback requirements: The building envelope is the area identified by the setbacks and limitations identified in the box below. Any Home is required to be constructed within and consistent with the building envelope and setback requirements identified in the box below. Fencing and walls shall be governed by paragraph III.B.3.e. Except for any Condominium Unit, the building envelope and setbacks identified below also apply to any Architectural Improvement to any existing Home anywhere in the Community.

Front	25 foot minimum setback from back of curb
Side	7 foot minimum setback from the Residential Lot line.
Side Yard Easement	2 foot minimum setback from the adjacent Residential Lot line for hardscape improvements.
Rear	20 foot minimum setback from back of Home; 15 foot minimum setback from patio structures, trellises, gazebos and cabañas
Garages	20 foot minimum setback from back of curb for garages with direct access to the Home
Building Height	No building shall exceed a maximum ridge height of twenty-eight feet (28') and shall be only one story in height
Fences / Walls	Except where the Architectural Committee's approval requires a lesser height or these Architectural Rules mandate a lesser height, the maximum height of any fence and/or wall shall be six (6) feet. Side yard and rear yard fences and/or walls when located within the front or rear twenty feet (20') of the Residential Lot shall not exceed thirty-six inches (36") in height. All measurements shall be calculated vertically from the established finished grade at the base on both sides of the fence or wall. Courtyard and front yard walls (walls that go horizontally across the front of the Residential Lot), as well as gates, are subject to a twenty-five foot (25') minimum setback, measured from the back of curb to the front wall at issue. Any new installation of walls in locations that face the Golf Course or the Common Area shall be installed, at a minimum, one foot (1') from the Residential Lot line to provide sufficient room for the landscaping and irrigation system described in Paragraph B.7 below.

6. If painting the exterior of the Home the exact same color that exists prior to such painting, prior to commencement of painting, Owners must provide the Association c/o its Management Company with written notice and color sample to verify that the painting of the exterior of the Home is the exact same color that existed prior to such painting and final inspection following completion. If painting the exterior of the Home a color listed on the Community's pre-approved Color Palette, Owners must submit a Request Form (see Appendix III, Page 33) to the Association c/o its Management Company prior to commencement of painting to verify compliance with the pre-approved Color Palette. The Association's pre-approved Color Palette is available at: https://www.dunnedwards.com/colors/archive/color-ark_pro/the-citrus-at-la-quinta/the-citrus-at-la-quinta. Owners must also provide notice of completion to the Association c/o its Management Company so final inspection may be facilitated.

B. ARCHITECTURAL RULES

1. **Attic Fans & Air Exhausters.** Outside attic fans and air exhausters are not permitted.

2. **Barbecues.**

a. Plans and specifications for barbecues must include location of installation, as it relates to Residential Unit/Lot lines and a description of the improvement, including color and description of materials, location of lines for gas, electricity, and any other documentation requested by the Architectural Committee.

b. Barbecues shall not be installed in easement areas, Common Areas, or on adjacent properties or property lines and must comply with the setback requirements set forth in Section II.A. of these Architectural Rules.

c. Permits from the City may be required for the addition of gas, electrical, and/or plumbing lines for barbecues.

3. **Driveway Ramps.** Driveway ramps shall only be installed in front of driveways designed with a sloped curb and gutter. Owners installing ramps are responsible for the care and maintenance of the ramps and the curbs and gutters beneath the ramps.

a. Ramps shall be of diamond-plate style, heavy gauge metal construction. Ramps shall not be affixed to the street or curbs. Ramps shall not extend beyond the gutter or into the street. Ramps shall be painted in a neutral color with rust resistant paint. Ramps shall not be permitted to deteriorate or show signs of rust. Gutters beneath the ramps shall be kept free and clear from debris. Ramps shall not impede the normal flow of water runoff in the gutters. Ramps must be removed during extended periods of residential non-occupation.

4. **Evaporative Coolers and Precoolers (Outside).** Outside evaporative coolers and precoolers are not permitted.

5. **Exterior Additions.**

a. All exterior construction projects shall be completed within ninety (90) days of issuance of written approval from the Association unless otherwise approved by the Architectural Committee or, if applicable, the Board of Directors, for a longer period of time. Owners may request an extension by showing cause for the delay.

b. All exterior building surfaces shall conform to the same materials and colors used in the Home.

c. See Section I.D.3. above related to building permits and City approvals.

d. No building materials, equipment, trash, trash containers, or other items used during construction shall be placed on the Common Areas, including streets, driveways, front lawns, or planting areas, unless previously approved by the Architectural Committee (refer to Appendix IX Construction Rules on Page 45 of these Architectural Rules).

e. The Owner shall be responsible for restoring any damaged Common Area, including streets, drive and walkways, lawns or planting area, to its original condition. Any costs incurred to restore the damaged property to its original condition will be deducted from the security deposit, or billed to the Owner.

6. Exterior Screens, Shutters, Awnings and Drop Shades.

a. Screens. All designs and installation for sun blocking / heat and UV reducing exterior screens including roll up screens are subject to Architectural Committee review prior to installation and must meet the following criteria:

- (1) To minimize objectionable aesthetics, the overall visual effect of the screens should be as close as possible to that of the uncovered door or window, or otherwise be compatible with the architecture of the Home in a way that lessens the appearance that exterior screens exist.
- (2) See-through solar screens are required. A dark screen color that matches window and door glass tinting is recommended. Screen housing and framing material must be painted to match the exterior paint color of the structure on which the screens are attached. Screens cannot be wider than the windowpane or doorframe being covered. Roll-up screens must retract into a housing or casing, and the housing must not exceed 4" x 4" for smaller windows or 5" x 5" for doors and larger windows. Where possible, the screen housing and framing should be inset into the window or door frame to present a minimum profile.
- (3) Roll-up and fixed screens made of any non-see-through material (including metal, plastic, or wood) are prohibited.
- (4) A Request Form (plus fee and security deposit for roll-up screens only) is required along with samples, brochures or photographs of the proposed screens, and sketches showing where they are to be installed (including the location of any wind sensors). The impact of the proposed screens on surrounding Homes and on the appearance of the neighborhood will be considered in the approval process.

b. Shutters. Exterior shutters and panels that cover windows or doors are not permitted. Panels are defined to be any item covering the exterior of a window or door other than a screen allowed in subparagraph 5.a. above.

c. Awnings. Retractable awnings are acceptable, subject to Architectural Committee review. Retractable awning material shall blend with the exterior paint or stain color of the Home. Metal, plastic or any other material other than canvas awnings is not permitted. Plans, including the location of any wind sensors, color samples and brochures / photographs of proposed awnings must be submitted with a Request Form for review and approval.

d. Drop shades are not permitted except for drop shades that are not visible from Golf Course, Common Areas and neighboring homes.

7. Fences and Walls.

a. Side and Rear Yard Fences and Walls

Except where the Architectural Committee's approval requires a lesser height or these Architectural Rules mandate a lesser height, the maximum height of any fence and/or wall shall be six (6) feet. Side yard and rear yard fences and/or walls when located within the front or rear twenty feet (20') of the Residential Lot shall not exceed thirty-six inches (36") in height. All measurements shall be calculated vertically from the established grade at the base on both sides of the fence or wall.

b. Courtyard and Front Yard Walls and Gates

Courtyard and front yard walls (running horizontally across the front of the Residential Lot) and gates are subject to a twenty-five (25') minimum setback measured from the back of the curb to the proposed wall or gate and shall not exceed six feet (6').

c. Walls and Fences Facing the Golf Course or Common Area(s)

Fences facing the Golf Course or Common Area(s) shall be constructed of wrought iron or similar synthetic/composite material and shall not exceed thirty-six inches (36") in height. These fences shall be painted black or a color matching the exterior color of the house. Walls facing the Golf Course or the Common Area(s) shall be constructed of plaster, stucco adobe, slump stone, or masonry and shall be painted white, cream, tan or sand.

d. Existing Perimeter Common Area Fences and Walls

Existing perimeter Common Area fences and walls may not be modified or altered.

e. Maintenance of Walls

Owners are responsible for the painting and maintenance of all walls. Walls must be painted on all sides, except for side walls which abuts a neighboring house. All walls must be properly waterproofed and drained.

f. All walls or fences that face the Golf Course or the Common Area shall have landscaping and irrigation installed as approved by the Association's Landscape Committee. A separate Request Form (see Appendix III, Page 33) to the Association's Landscape Committee must be submitted for the proposed landscaping and irrigation requirement. The irrigation system shall be hooked up to the Owner's irrigation system providing water to Owner's rear and/or side yard Residential Lot areas. Such landscaping and irrigation shall be maintained by the Owner in a manner consistent with the Landscaping Rules. Any new installation of such walls in locations that face the Golf Course or the Common Area shall be installed, at a minimum, one foot (1') from the Residential Lot line to provide sufficient room for the landscaping and irrigation system described in this paragraph.

8. Fireplaces and Firepits (Outdoor).

a. All outdoor fireplaces and firepits must meet UL specifications as required by the City.

b. No fireplace or fire pit shall be located on an easement area or at a location that could result in combustible materials traveling to adjacent Homes, Common Area or the Golf Course.

9. Flagpoles and Flag Display. Permanent flag poles shall be approved by the Architectural Committee provided they meet the following safety and public health standards:

a. Permanently installed flag poles must be mounted on an approved footing and must be painted white, silver, bronze, or a silver galvanized color. The Owner will assume all liabilities associated with such installation and must keep the pole in good repair and appearance.

b. For safety concerns, the top of the flag poles may not be higher than 20' from ground level.

c. Flag poles must not be installed or encroach upon Common Area and may not be installed in such a manner where it will have an impact on traffic and/or pedestrian safety.

d. Flag pole halyards must be of a type which do not make noise under any wind condition. Halyards must be kept securely tied.

e. Only one United States Flag, maintained in good condition, may be flown from such permanently installed flag poles. The commonly accepted daytime U.S. flag courtesies, procedure, and etiquette must be strictly observed; the U.S. flag must be lowered at sundown unless illuminated by a light approved by the Architectural Committee. Illumination of the one U.S. flag must not create glare/light spillover which could impact: a) traffic and/or pedestrian safety, b) public health, or c) an adjacent neighbor's sleep or quiet enjoyment of their Home.

10. **Garages and Garage Doors.**

a. Garage doors shall be either wood, a wood composite, a wood like fiberglass or metal.

b. The conversion of garage space into living quarters, storage space or any other usage is not permitted.

c. Replacement of existing garage doors requires Architectural Committee approval. Colors must match original colors, unless a color change is approved by the Architectural Committee.

d. Restaining or repainting of an existing garage door the same color that exists prior to such restaining or repainting does not require Architectural Committee approval. Notwithstanding the above, in order for the Association to verify that the restaining or repainting of an existing garage door is the exact same color that existed prior to such restaining or repainting, Owners must provide written notice to the Association c/o its Management Company and a color sample prior to commencement of restaining or repainting of the existing garage door.

11. **Gates and Wrought Iron Trim.**

All front entry and side yard gate changes must be approved by the Architectural Committee. Request Forms must include design plans and a description of the materials to be used.

12. **Golf Ball Screens for Patios and Windows.**

a. A photograph and/or detailed drawing, including dimensions and description of materials, of any screen must be submitted by the Owner to the Architectural Committee for approval. Additionally, a detailed diagram must be submitted, showing the placement of the screen overlaid onto the Home.

b. Golf ball screens shall have a wrought-iron structure, covered with an expanded or decorative metal or wood screen. All wrought-iron and the metal screening material shall be painted in accordance with the existing approved color scheme for wrought iron. Additionally, screens must be a minimum of twelve inches (12") above any grass area to allow for mowing.

c. Golf ball screens shall be maintained in good repair by the Owner. Repair and maintenance include the wrought-iron structure, the metal screen, the attachment to the Home and/or privacy walls, and painting.

13. **Gutters and Downspouts.** Rain gutters and downspouts must comply to the following:

a. Must be concealed unless designed as a continuous architectural feature.

b. May only be installed along the roofline of the Owner's Home and for as little visibility as possible.

c. Exposed gutters used as an architectural feature must be painted the same color of the exterior of the Home.

d. Downspouts must not be visible from the streets.

e. Downspouts must connect to drains on the Owner's Residential Lot and run through underground drainage pipes out to the street.f. Water from downspouts cannot empty directly onto the ground and/or allow the drain water to run across any Common Areas or Golf Course.

14. Lighting Systems.

a. Common Area. Common Area electricity is present only for the purpose of providing electrical energy to the Common Area lighting, lake pumps, aeration equipment, sprinkler control systems, and electrical equipment used by the Association and its sub-contractor personnel for the maintenance of the Common Areas. As such, Owners may not "tap into" the Common Area electrical systems or alter the Common Area lighting. Common Area electricity is not for the purpose of providing electrical power for ornamental lighting, security systems, golf cart chargers, or any other personal use by the Owner.

b. Exterior Lighting. All exterior lighting installed by Owners shall meet criteria established and be approved by the Architectural Committee. These criteria include, but are not limited to, the following:

(1) No exterior lighting may be installed by Owners in areas maintained by the Association.

(2) All exterior lighting is to be indirect and shielded to prevent spillover onto adjacent Residential Units/Lots, the street, other Common Areas, as well as the Golf Course. Exposed bulbs, other than contained within a permanent fixture attached to the building, spot lights, reflectors and lenses are prohibited.

(3) Light Sensors. Light sensors may be used for security purposes. Security lighting shall not be objectionable to neighbors. Flashing, blinking, and/or strobe lights are prohibited. Security lighting shall be maintained in a good state of repair.

(4) Refer to the Rules and Regulations for rule related to "temporary" exterior decorative and/or holiday lights.

(5) Exposed bulbs (other than contained within a permanent fixture) and string accent lights of any kind are prohibited except during the holiday period between November 15 and January 15. String accent lights, either white or colored bulbs, are allowed during this holiday period. These light may not be installed in landscaping or in the branches of trees. (Refer to the Association's Rule for additional information on landscape and holiday lighting).

15. New Patios and Decks or Patio Extensions

a. Patios may be surfaced in one of the following: cool deck, exposed aggregate, rock salt finish, broom finish, tile, quartzite and/or slate. All other patio surfacing material must be submitted to the Architectural Committee for approval.

b. Wooden or any synthetic or composite material decks are not permitted.

c. The color of the patio shall be complementary to the exterior stucco color of the Home.

d. No trees may be removed from Common Areas for the purpose of adding to or extending an Owner's patio, unless such removal has been approved by the Architectural Committee and Landscape Committee.

16. **Outdoor Mist Cooling Systems.** Plans for outdoor mist cooling systems shall be evaluated based upon the following factors: (a) noise (location of the high-pressure pump); (b) water drainage and accumulation; and/or (c) spray onto adjacent Common Areas or adjacent properties. Only rigid piping will be accepted and must be painted the same color as the surface upon which the piping is attached.

17. **Painting.** Any Owner wishing to repaint the exterior of his/her Home a different color than the existing color must choose a color from the pre-approved Color Palette. A Request Form (see Appendix III, Page 33) on to the Architectural Committee and a final inspection following completion is required.

18. **Pools, Spas and Water Features.**

a. The water's edge of a pool, spa or water feature shall be at least three feet (3') from the side yard Residential Lot line or as required by the City whichever is greater. It is recommended that the pool, spa or water feature be installed as far away from the rear Residential Lot line as possible. A landscape buffer zone is recommended between the pool, spa or water feature and the Common Areas and/or the Golf Course.

b. Pool equipment must be fully enclosed with solid four foot (4') walls, and the gate must be of wrought iron with wood backing in a color which matches the Home. Landscape screens or wood fences are not permitted. Pool equipment must either be placed below grade or at least fifteen feet (15') from the rear yard Residential Lot line. Equipment located below grade shall be fully covered so it will not be a hazard and must be properly engineered for drainage. Additionally, pool equipment must be at least three feet (3') from the side yard Lot line of any adjacent Home.

c. Height limitations of thirty-six inches (36") must be observed on rear Residential Lot lines. No pool, spa or water feature walls, mounding, architectural features, etc. are permitted above existing finish grade that exceed thirty-six inches (36") in height.

d. All pools, spas and water features must drain to the street or the owner's sewer system if possible, and may not drain onto Golf Course or Common Area property (except the street). A La Quinta City permit is required to drain pools, spas and water features to the street.

e. Drawings and plans for pools and/or spas must include location and description of patios (including color and surface finish), grading, lighting and any electrical additions and changes.

f. Pool, spa and/or water feature lights shall be located so that they do not cast light directly on adjacent Homes. Lighting other than white light is not permitted.

19. **Satellite Dishes and Antennas.**

a. The term "satellite dish" as used within these Architectural Rules shall include all direct broadcast satellite dishes, wireless cable equipment and television or other aerial, antenna, dish, tower, other transmitting structure. Absolutely NO satellite dish of any nature will be acceptable on the exterior of a Home or Residential Lots anywhere within the Community, unless the satellite dish has a diameter or diagonal measurement of 39.6 inches or less (herein "Conforming Satellite Dish").

b. To expedite siting the satellite dish and to assist the Association, Owner should submit an Informational Satellite Dish Siting Request Form (see Appendix XI, on Page 49) (hereinafter, "Siting Form"). The Association's designated representative shall work together with the Owner or his/her installer to jointly

site the satellite dish as set forth below.

c. Within one (1) business day of Association's receipt of Siting Form to install a Conforming Satellite Dish, Association and Owner shall agree upon a date and time for the Architectural Committee or its representative to assist Owner in siting a location for the satellite dish which would be least obtrusive to the surrounding neighborhood and minimize any negative impact. The Association shall have the right to require the installation of the satellite dish in an obscure location, as long as the quality of reception is not impacted and there is not an unreasonable increase in cost and/or delay of the installation. The Association, by and through the Architectural Committee, may also require that any satellite dish be painted to match a particular color in order to further camouflage the satellite dish.

d. Owner shall comply with the following additional regulations:

(1) Installation shall be accomplished by a qualified person who is knowledgeable about the proper installation of satellite dishes and antennas.

(2) Installation shall be made in accordance with applicable building, fire, electrical and related codes. A building permit shall be obtained, if required by the local jurisdiction.

(3) Satellite dish, antenna, mast and/or visible wiring or cabling shall be painted so as to blend into the background to which it is mounted or placed.

(4) Unless reception cannot be received at any other location, no satellite dish shall extend above any wall, fence or railing (unless there is no other suitable location from which to obtain reception of an acceptable quality signal).

(5) Owner shall be responsible for the maintenance, repair and replacement of any satellite dish installation and shall be required to repaint, if for any reason the exterior surface of the antenna becomes worn or deteriorated.

(6) Owner shall be responsible for any damage to any and all real or personal property or for any injury resulting from the installation of the satellite dish and/or its continued use or maintenance.

20. **Sidewalks and Driveways.** Front sidewalks and driveways shall not be added to or altered, in any way without Architectural Committee approval.

21. **Skylights, Solar-Tubes or Sun-Tunnels and Exterior Windows.** Skylights, solar-tubes or sun tunnels shall be designed to be an integral part of the roof. Skylight or solar-tube/sun-tunnel glazing must be clear, solar bronze or gray (other colors are not permitted). White or reflective glazing is prohibited. Skylight or solar-tube/sun-tunnel framing material must be bronze anodized or colored to match the roof in which the fixture is installed. Natural aluminum is prohibited. A drawing of the precise location of each skylight or solar-tube/sun-tunnel is required.

Exterior window tinting for exterior windows, glass sliders and glass patio doors can be bronze or gray glazing. Other tinting colors are not permitted.

22. **Solar Panels.** Solar Energy Systems: Installation of Solar Photovoltaic ("PV") and Solar Thermal ("ST") Units for Non-Condominium Homes (collectively "Systems") must be dealt with very carefully because roof mounted units can adversely alter the look of the Home from neighboring properties, the Golf Course and Common Areas. Although they can augment electricity and natural gas demands they can distract considerably from the over-all look and beauty of the tile roofs, a distinct feature that adds beauty and value to the Community. Thus Owners are asked to consider these factors prior to submitting a Request Form and plan for PV and/or ST systems.

a. **Request Form & Criteria for Systems:**

(1) All Request Forms should include a plot plan showing the Home's location, including its orientation to the geographic North pole, a diagram showing the location, number, size and shape of the panels for the System, the square footage of roof area to be covered by the panels, location of the inverter and all conduit / electrical lines for the PV System, as well as aerial depiction / photograph of the Home (such as those available via Google maps). PV panel frames shall match the color of the PV panels. Color samples of the PV panels and frames shall be submitted with the Request Form for review and approval by the Architectural Committee. The Architectural Committee will consider the sun coverage during daylight hours as well as views from neighboring Residential Lots/Units, the Golf Course and Common Areas. The Architectural Committee must approve the siting of all panels.

(2) System installation contractors must have an active C-10 or C-46 license for the applicable System.

(3) Systems must be installed in conformance with the manufacturers' specifications and with all applicable electrical and building codes and standards.

(4) Existing trees and other obstructions that may interfere with System efficiency cannot be removed without the written consent of the Architecture Committee and/or the Golf Course superintendent.

(5) Any information required to be provided to Imperial Irrigation District ("IID") and/or the City must also be provided to the Architecture Committee and the Landscape Committee prior to consideration of Owner's Request Form.

(6) Due to risk of fire and/or explosion, storage of electricity from System panels on the Owner's Home in a bank of batteries is subject to Architectural Committee approval.

(7) PV Systems are only for a Home's residential use for the Residential Unit/Lot at Issue and shall not be a commercial application. Except as noted below, a PV System installation shall not be designed to exceed an Owner's average annual power usage (kilowatt hours) based on the previous years' electrical usage. The overall System rating in DC and AC kilowatts of the installation shall be submitted with the Owner's Request Form along with the last twelve (12) months of electrical bills. If an Owner is new, is not a full-time resident and/or has other demonstrated needs, an Owner may submit other information to support the Request Form to satisfy the criteria in this Section.

(8) System panels must be integrated into the Home's roof system. Barrel tiles (or other tile system) to be removed will be replaced with asphalt shingles, or any other suitable waterproof membrane where the tiles have been removed and the panels are to be installed. The panels can then be mounted just above the shingles or waterproof membrane tiles, allowing for adequate ventilation, at a top of panel height that does not exceed more than two inches (2") above the overall height of the adjacent tile. Tilted or rack mounted panels set above the barrel roof tiles are not permitted.

(9) System panels must follow the contour of the roof and the ridgelines to preserve the architectural symmetry of the roof. Allowance for blocking out existing attic and utility roof vents should be considered when designing the System to insure they are in compliance with state statutes and local ordinances. ST panels must be aluminum, copper or any other metal that transfers heat efficiently. Rubber bladder or similar units are not permitted.

(10) The inverter shall be mounted in any location on the Owner's Residential Unit/Lot provided it cannot be seen from any Common Area, Golf Course and/or other Residential Unit/Lot. The inverter should be as close as possible to the existing utility meter. All external conduits are to be painted

to match existing stucco or trim depending on location.

(11) All plumbing, conduits, frames and/or piping associated with the Systems shall be painted the color of the surface upon which it/they are attached.

23. **Statuary/Pots/Art.** Statuary/pots/art of any kind placed or erected as to be visible from Common Areas, the Golf Course or neighboring Residential Units/Lots shall not be installed unless approved by the Architectural Committee. Installation of statuary (including large pots) shall not be permitted on Common Areas. No statuary/pots/art shall interfere with Association yard maintenance. No statuary/pots/art shall be installed on the roof of any structure.

a. Statuary/pots/art in rear yards shall have a maximum height of 60 inches when installed within 15 feet of the rear Residential Lot line, and a maximum height of 72 inches when installed more than 15 feet from the rear Residential Lot line. The size of the rear yard, distance from the Golf Course fairway and cart path, or distance from Association maintained Common Areas, may allow for a variance in height.

b. No statuary/pots/art shall be installed in the turf area of a Residential Lot front yard. Statuary/pots/art may be installed in front yard planter beds and Owner maintained hardscape such as driveways and walkways. Items installed in the front yard within 25 feet from the front Lot line of a Residential Lot shall have a maximum height of 36 inches, and a maximum height of 72 inches when installed more than 25 feet from the front Residential Lot line. The Association, its vendors, and contractors are held harmless for damaged to items installed in or near a front yard, common landscape maintenance area.

c. The Architectural Committee may consider size and scale if statuary/pots/art is to be installed in exterior, street facing, windows or architectural insets.

d. The color and/or shade of statuary/pots/art shall be complimentary with the structures on the Residential Unit/Lot and/or other previously installed accents and furnishings.

e. Statuary/pots/art shall not be reflective in nature of the finish or design and shall be consistent with the architectural and landscape characteristics of the Community.

f. Existing statuary/pots/art, installed prior to this rule change, is subject to inspection and approval by the Architectural Committee.

g. Any variance granted under the rules regarding statuary/pots/art, as noted in Appendix I of these Architectural Rules, is granted to the Owner only and is not transferable to a new Owner of the Home.

24. **Trellises, Gazebos, Etc.** These appurtenant improvements to the Home shall be designed to be integral to or complement the architecture of the Home. Heights may vary, subject to the approval of the Architectural Committee. Colors must blend in with Home or eave colors. Construction materials are subject to Architectural Committee approval.

C. LANDSCAPING RULES

Except as noted in the Landscaping Rules, prior to commencement of any landscape change, modification or improvement to a Home or Residential Unit/Lot, all landscaping additions and changes must be approved by the Landscape Committee. (See Association Landscaping Rules.)

D. GRADING AND DRAINAGE STANDARDS

1. Owners shall not interfere with the established drainage pattern over any Residential Lot within the Community unless an adequate alternative provision is made for proper drainage and is first approved, in writing, by the Architectural Committee as well as the City.
2. Residential Lots must drain by positive drainage as much as possible with area drains where necessary (minimum diameter of six inches), connected to underground pipes (minimum diameter of four inches) that flow to the streets. Any underground pipes flowing to the street must be cored through the curb. Residential Lots that are unable to meet the minimum surface drainage requirements must use a subsurface drainage system with drain inlets at adequate intervals. Sub-surface drains must connect to an existing Residential Lot drainage system or drain to the street.
3. All existing Residential Lot drains and top slope berms shall be maintained as originally installed by the developer with the exception of modifications designed by a Registered Civil Engineer or Landscape Architect which must be approved by both the Architectural Committee and the City. Drainage over the rear yard top of slope is not permitted.
4. All topographic changes must occur within the Residential Lot boundaries and meet adjacent Residential Lot at grade.

E. APPROVAL PROCEDURES FOR ARCHITECTURAL IMPROVEMENTS (except for satellite dishes)

Step 1. Plans and Specifications.

a. For all architectural improvements, prepare five (5) complete sets of plans, drawings, and any other related documentation for the proposed installation or modification, including all measurements of any improvement (with length, width and depth) and the distance to adjoining Residential Unit/Lot lines in feet and/or inches. Residential Lot lines and Home location must be shown. Submit these plans and related documentation to the Association's Management Company, who will forward them to the Architectural Committee for review and approval.

b. For pool, spa, water feature and/or deck installations, the plans and related documentation shall be submitted to the Association's Management Company, who will forward them to the Architectural Committee for review and approval. Owner shall prepare five (5) complete sets of plans, drawings, and any other related documentation for the proposed installation or modification in accordance with the Checklist (see Appendix V, Page 39) including all measurements of any improvement (with length, width and depth) and the distance to adjoining Residential Unit/Lot lines in feet and/or inches. Residential Lot lines and Home location must be shown.

Step 2. Request Form

Obtain and complete Request Form (see Appendix III, Page 33) and submit it to the Association's Management Company, along with all plans and specifications described in Step 1. Any Request Form shall be deemed incomplete and the Architectural Committee shall disapprove any and all plans and/or specifications submitted to it for approval if the Owner fails to deliver the required Fees and Security Deposit referenced herein.

Step 3. Fees / Security Deposit

a. The Request Form and accompanying documentation shall be returned to the Association accompanied with a non-refundable administrative fee (if applicable) and, if applicable, any variance request fee. If the Request Form includes variances in setback measurements, the variance request fee shall be up to One Thousand Dollars (\$1000), as determined by the Architectural Committee. For all other variance requests, the variance request fee shall be Two Hundred Dollars (\$200).

b. Projects as designated on Appendix I shall be accompanied by a Security Deposit as indicated. Security Deposits shall not exceed Five Thousand Dollars (\$5,000). All Security Deposits shall be paid to the order of the Association. The Security Deposit shall be placed in a passbook account to be drawn against by the Association to pay all Association costs incurred to repair any damage to the Common Areas, Golf Course, or neighboring properties caused by the architectural improvement, if such damage is not corrected or repaired by the Owner or Owner's contractor. The Security Deposit can also be used to satisfy any and all direct costs to the Association that relate to the architectural improvement and any other costs, such as compliance assessments imposed under the Association's Enforcement Procedures, directly related to the failure to comply with these Architectural Rules.

Note: Any Request Form shall be deemed incomplete if the Owner fails to deliver the administrative fee (if applicable), security deposit and, if applicable, variance request fee referenced above.

Step 4. Architectural Committee Approval or Disapproval

a. Association will review Request Forms for adequacy of information and will forward the Request Form to the Architectural Committee for review. The Architectural Committee may visit the site to understand the scope of the modification and/or improvement. Further, as it relates to pool, spa, water feature and/or deck installations, the Architectural Committee shall inspect each installation site to determine the feasibility of allowing large excavation equipment and vehicles to access the project area based upon the information included with the Request Form. If a Request Form is determined to be incomplete and/or additional documentation or inquiry is required, an Association representative shall inform the requesting Owner in writing as soon as possible. In such an event, a Request Form requiring more documentation and/or information shall not be deemed "complete" or "submitted." If at any time, a portion of the plans or related documents submitted to the Architectural Committee is later determined by the Architectural Committee to be ambiguous and/or fails to provide sufficient detail, the Association reserves the right to require the requesting Owner to submit additional plans for review. In such an event, Association may withhold approval for that portion of the modifications, which was not clearly identified until it has been modified to conform to the Association's requirements.

b. If the Architectural Committee approves the Request Form and its accompanying plans and specifications, construction of the architectural improvement may proceed upon notification to the requesting Owner in writing by the Association's Management Company (see Notice to Proceed, Appendix VI, Page 41). **NO CONSTRUCTION RELATED TO THE ARCHITECTURAL IMPROVEMENT MAY BEGIN UNTIL OWNER HAS RECEIVED THE NOTICE TO PROCEED.**

c. If a portion of the plans or related documents submitted to the Architectural Committee is later determined by the Architectural Committee to be ambiguous and/or fails to provide sufficient detail, the Association reserves the right to require the requesting Owner to submit additional plans for review. In such an event, the Association may withhold approval for that portion of the modification(s) which was not clearly identified until it has been corrected to conform to the Association's requirements.

d. If approval is denied by the Architectural Committee or a condition is imposed by the Architectural Committee with which the Owner disagrees, the Owner may appeal such denial or imposition of conditions to the Board of Directors within fifteen (15) days of the Architectural Committee's decision by submitting a written request for appeal. (See sample of Appeal Form, attached as Appendix VII on Page

42.) The written request shall be reviewed by the Board within thirty (30) days of the Association's receipt of the written request.

e. In the event the Architectural Committee fails to provide a written response to the requesting Owner within thirty (30) days of receipt of a completed Request Form (or any extension thereof), the requesting Owner may submit his/her Request Form to the Board of Directors for review. Such failure by the Architectural Committee shall not be deemed approval of the Request Form. The Architectural Committee shall have the right to extend this thirty-day time line for an additional thirty (30) days upon written notice to the requesting Owner.

f. Pursuant to Section 7.12.7 of the CC&Rs, the approval of the Architectural Committee of any plans, drawings or specifications for any work of improvement done or proposed, or for any other matter requiring the approval of the Architectural Committee shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval by the same or some other Owner.

Step 5. Submission Of Plans To the City and Building Permit Obtained From the City.

Owner shall secure Building Permits, if required by the local governmental entity. Owner understands the City may not approve any plans which have not yet been approved by the Association's Architectural Committee. Owner shall notify the Association's Management Company in writing at least seven (7) days prior to the commencement of construction, which shall not be initiated unless/until Architectural Committee approval has been received, the Association has issued the Notice to Proceed, and a building permit (if applicable) has been issued by the City. The Association's Management Company shall acknowledge receipt of the written notice.

Step 6. During and after Completion.

a. Owner shall be responsible for compliance with these Architectural Guidelines. Owner is also responsible for the actions of all Contractors, subcontractors, material suppliers and all other invitees ("Invitees") entering the Community under his/her direction and/or at the request of the Owner's Contractor.

b. Owner is responsible for any damage to existing Common Area structures (i.e., gatehouse, walls, gates, etc.), landscaping, irrigation, or electrical elements, as well as any other improvement within the Community. During construction, if any damage is found, Owner shall be responsible to repair/replace such damage within five days upon written notice from the Association.

Demolition/Replacement of Walls and/or Hardscape (in Common Area and/or Owner Residential Unit/Lot).

In the event that Owner receives approval by the Architectural Committee or Board to demolish wall, and/or hardscape as part of this Request Form, Owner shall agree to the following specific requirements:

a. If removal and/or relocation of any (1) Association or Owner walls; and/or (2) hardscape materials (hereinafter, individually and collectively, "Moved Elements") is required to allow access of excavation equipment, Owner agrees that any Moved Elements removed or relocated for the construction of the Architectural Improvement shall be replaced with equal or better materials upon written approval by Architectural Committee **within thirty days of removal of the Moved Elements**. The costs related to Moved Elements, shall be paid by Owner and not by the Association.

b. **Failure to comply with the thirty-day deadline to replace any Moved Elements as described above could be considered a Continuous Violation as enumerated in the**

Association's Enforcement Procedure, resulting in an Expedited Hearing and a daily Compliance Assessment which may be retained from the Security Deposit.

Step 7. Inspection of Completed Architectural Improvement and Return of Security Deposit.

a. Upon completion of the Architectural Improvement, Owner shall notify the Association's Management Company of its completion in writing.

b. The Architectural Committee shall then inspect the Architectural Improvement to insure that it conforms with the plans and that no damage has occurred to the Common Area or neighboring properties. The Architectural Committee also reserves the right to inspect the improvement during any stage of construction to insure that the improvement complies with the approved plans and specifications.

c. In addition to the remedy enumerated in Step 6.b above, in the event it is determined that the Common Area or neighboring properties have been damaged by the construction of the architectural improvement, Owner shall be obligated to pay for such damage. If the Owner fails to make appropriate repairs, the Association shall demand in writing correction and a date certain by which the Owner must comply. If the Owner fails to comply within the time provided by the Association, the Association shall have the right to facilitate the repairs and the monies required to repair the damage shall be retained from the deposit. If additional amounts are required beyond the amount of the deposit, Owner shall pay any additional amounts immediately to the Association upon written request and documentation. If Owner fails to comply by facilitating the required repairs and/or pay the additional amounts upon written request, the Association shall have the right to proceed to an Expedited Hearing Notice, which may result with the imposition of a Compliance Assessment and suspension of voting and/or Common Area privileges in accordance with its Enforcement Procedure. Failure to pay said Assessment within thirty (30) days may also result in suspension of cable television and internet services with an additional Assessment to reinstate said service.

d. When the architectural improvement has been given final approval by the Architectural Committee and upon final sign-off signature on Notice of Completion by the Association (see sample Notice of Completion in Appendix VIII, Page 43), the deposit amount, less any costs as enumerated in Step 3 and 7.c. above shall be returned to the Owner within thirty (30) days of final approval, along with an itemization of any monies withheld.

III. ADDITIONAL ARCHITECTURAL RULES FOR NEW HOMES

A. GENERAL

All Owners and developers of new Homes shall be responsible for complying with all of the Association's Architectural Rules including but not limited to Section II of these Architectural Rules, as well as the provisions of this Section, and making his/her contractor and/or builder familiar with applicable requirements. All Owners shall also be responsible for complying with the Association's *Construction Rules* and *Enforcement Procedures*. **Failure to comply may subject Owners to any and all remedies afforded the Association as enumerated in its Enforcement Procedure.**

B. ARCHITECTURAL RULES

1. **Architectural Character.** Architectural Rules identifying acceptable exterior architectural styles are attached as Appendix X, Page 48).

2. **Building Square Footage Requirements.** The minimum square footage of a Home(s), excluding the garage and covered patio areas, shall be three thousand five hundred (3,500) square feet. Plans are to designate the square footage, as calculated by the Architect.

3. **Building Material and Feature Requirements.**

a. Chimneys. Chimneys cannot exceed the heights established by the building codes of the City. Exposed metal flues and spark arrestors are not acceptable.

b. Drainage. Drainage will be in accordance with the concept and design shown on tract grading and improvement plans. It shall be the responsibility of the Owner to insure that the system functions in accordance with these design standards. All drainage changes shall be reviewed and approved by the Architectural Committee.

c. Easements. All improvements planned for inclusion over easements held by public and non-public agencies, the developers and the Association shall be reviewed. Easements located on Residential Lots include, but are not limited to, water lines, irrigation lines, sewers, and storm drain lines. Locations of these easements may be found in a preliminary title report. Certain restrictions for the placement of an improvement in these types of areas may be in effect.

d. Exterior Walls and Windows. Machine or hand-applied plaster, stucco, adobe, or slumpstone concrete block exterior wall finishes are allowed; stacked stone exterior walls require approval from the Architectural Committee; all other wall materials are prohibited. Heavy textures are to be avoided. All exterior corners of buildings and walls must have rounded corners. Stucco colors may be integral or hand-applied and the slumpstone concrete block must have a sacked finish and be painted. Wall finish colors shall comply with the paint guidelines within Section II.A.6. Combinations of the above materials are allowed under the following conditions:

- (1) Material changes within a building shall be offset in plane or entirely different design element.
- (2) A material shall not be permitted to change on the same plane.
- (3) Exterior cover material treatment used on the building walls shall be continuous and consistent on all elevations of a Home in order to achieve a uniform and complete architectural design statement.
- (4) Exterior side elevations with street exposure should be treated to break up the flat appearance, including window treatments and roof forms.

(5) Window tinting colors other than bronze or gray are not permitted.

e. Fences and Walls. Owners are responsible for erecting common Residential Lot line walls. Side yard walls between Residential Lots may not be constructed on a Residential Lot property line without the written approval of the Residential Lot Owners affected. Structural framing and/or unfinished sides of fences and walls shall not be exposed to the street, Golf Course, Common Area, or the neighboring Residential Lot. Air spaces will not be permitted between Residential Lot property line walls.

(1) Side yard fences and walls shall not exceed three feet (3') in height (measured from both sides of the wall or fence) when located within the front twenty (20) feet of the Residential Lot, or at the rear twenty (20) feet of the Residential Lot. This height limit also applies to all rear walls and fencing. Except where the Architectural Committee's approval requires a lesser height or these Architectural Rules mandate a lesser height, the maximum height of any fence or wall shall be six (6) feet. All fencing and walls are to be measured vertically from the finished grade (*e.g.*, Golf Course or Common Areas) at the base of the fence or wall.

(2) Courtyard and front yard walls (walls that go horizontally across the front of the Residential Lot), as well as gates, are subject to a twenty-five foot (25') minimum setback, measured from the back of curb to the front wall at issue.

(3) Other than wrought-iron fencing or similar synthetic/composite material, all fencing or walls must be of plaster, stucco, adobe, slump block or masonry finish material. Finished colors shall match the Home stucco color or existing Common Area walls, if applicable. All other fencing materials are subject to approval by the Architectural Committee. The height of side and front yard walls shall not exceed six feet (6') in height measured from finished grade. All retaining walls must be properly water proofed and drained.

(4) All walls or fences that face the Golf Course or Common Area shall have landscaping and irrigation installed as approved by the Association's Landscape Committee (Refer to the Association's Landscaping Rules).

f. Flashing and Sheet Metal. All flashing and sheet metal must be colored to match the material to which it is attached. Sheet metal work should be kept clean and simple with the minimum of exposed metal.

g. Front Entry Gates. All gates must be approved by the Architectural Committee. Request Forms must include design plans and a description of the materials to be used.

h. Game Courts. In the event a Residential Lot is suitable for a game court, the game court must be contained within the designated building envelope. Fencing shall be dark green plastic coated mesh only. Galvanized fencing is not permitted. Wind screens shall be dark green. Lighting is not allowed.

i. Garages. The number of garage parking spaces shall conform with City requirements. There shall be a minimum of two fully enclosed parking spaces. A garage door for a minimum of two parking spaces with garage door opener shall be required.

j. Gas and Electric Meters. Exterior electric meter panels shall be located in enclosed cabinets as part of the architecture. They shall conform to Utility Company standards and shall be screened from view. The enclosure shall be painted to match the color of the wall to which it is attached.

k. Gutters and Downspouts. Rain gutters and downspouts must comply to the following:

- (1) Must be concealed unless designed as a continuous architectural feature.
- (2) May only be installed along the roofline of the Owner's Home and for as little

Rules for New Homes (continued)

visibility as possible.

- (3) Exposed gutters used as an architectural feature must be painted the same color of the exterior of the Home.
- (4) Downspouts must not be visible from the streets.
- (5) Downspouts must connect to drains on the Owner's Residential Lot and run through underground drainage pipes out to the street.
- (6) Water from downspouts cannot empty directly onto the ground and/or allow the drain water to run across Association Common Area or Golf Course.

l. Mail Boxes / Home Address. Mailboxes shall be provided by the developer and maintained by the Association. Home address numbers shall be lighted and incorporated into the Home design.

m. Mechanical Equipment. All air conditioning, heating and pool, spa and water feature equipment, as well as water softening units, must be screened from view and be insulated for sound attenuation.

n. Pad Elevations. All Residential Lots have been graded to finish grade elevation as approved by the City ("approved pad elevation"). No additional fill material may be placed on the Residential Lot to raise the approved pad elevation or the height of the Home. (Finished height of each Home is measured from the approved pad elevation.) In all cases provisions for drainage must be addressed. Any alterations to approved pad elevations are subject to approval by the Architectural Committee and the City.

o. Patio Structures, Trellises, Gazebos. These appurtenant improvements to the Home shall be designed to be integral to or complement the architecture of the Home. Heights may be varied, subject to the control and approval of the Architectural Committee. Color must blend in with Home or eave colors.

p. Paving. Driveway and other flat paved areas shall be concrete, exposed aggregate concrete, quarry tile, paving blocks or similar substances. Entry paving shall be subject to review by the Architectural Committee. Asphalt paving within a Residential Lot is prohibited.

q. Roofs. Principal roof forms shall be hip, gable, or flat. Roofs of gambrel, mansard, or other composite forms are prohibited. Roofs shall maintain as low a profile as possible and roofing materials shall be non-glossy and in colors which blend with adjacent natural surroundings. All roofing material shall be one-piece barrel clay tile unless otherwise approved by the Architectural Committee. If the roof design requires flat roofed areas, they should not be visible from the streets and be inconspicuous as possible. Metal roofs, reflective tile, plain red roof tile, and wood shingles are not acceptable.

r. Service Areas / Utility Entrance Locations. Service areas shall be intended for storage of trash, firewood, maintenance equipment, tools, etc. Pool, air conditioning, irrigation and other mechanical equipment shall also be located in these areas or underground. The interior of such enclosed service yards shall not be visible from the street, Golf Course or adjacent Residential Units/Lots.

s. Signs. See Rules and Regulations.

t. Swimming Pools, Spas, and Water Features. The water's edge of a pool, spa or water feature shall be at least three feet (3') from an adjacent Home or as required by the City. It is recommended that the pool, spa or water feature be installed as far away from the rear Residential Lot line as possible. A landscape buffer zone is recommended between the pool, spa or water feature and the Common Areas and/or the Golf Course. Lighting other than white light is not permitted.

- (1) Pool equipment must be fully enclosed within four foot (4') solid walls with a gate

Rules for New Homes (continued)

of wrought iron with wood backing in a color which matches the Home. Landscape screens or wood fences are not permitted. Pool equipment must either be placed below grade or at least fifteen feet (15') from the rear yard Residential Lot line. Equipment located below grade shall be fully covered so it will not be a hazard and must be properly engineered for drainage. Additionally, equipment located in side yards must be at least three feet (3') from the adjacent Home. Height limitations of thirty-six inches (36") must be observed on rear Residential Lot lines. No pool, spa or water feature walls, mounding, architectural features, etc. are permitted above existing finish grade that exceed thirty-six inches (36") in height.

(2) All pools, spas and water features must drain to the street and may not drain onto Golf Course or Common Area property (except the street). Precast or molded pools and spas are not permitted.

(3) Drawings and plans for pools and/or spas must include location and description of patios, if applicable (including color and surface finish), grading, lighting and any electrical additions and changes.

(4) Pool, spa and/or water feature lights shall be located so that they do not cast light directly on adjacent Homes.

u. Trim and Color Accents. Exterior color accents shall be of permanent materials; such as wood or stucco. Wood trim shall be stained or painted. Masonry accent materials are allowed within the pre-approved Color Palette.

v. Utilities. Each Residential Lot is serviced with underground electricity, television cable, telephone, sewer, gas line and water line. The location of these utilities should be confirmed. Leveling and grading should be done around such facilities to provide positive drainage.

w. Vents. All vent stacks and pipes must be colored to match the roof or wall material to which they are attached. It is recommended that vent stacks be grouped on the side or rear of the roofs.

4. Building Construction Guidelines and Requirements.

a. Building Materials and Equipment. All building materials and equipment must be stored on the building site, before and during construction. Material and equipment must not impede vehicular traffic.

b. Dust Control. Uncontrolled blowing sand and dust emissions are not permitted during grading and construction periods. Adequate measures must be taken to control these fugitive emissions during periods of high winds. At a minimum, fugitive emission control must meet City and the South Coast Air Pollution Control District requirements.

c. Parking. Construction vehicles owned by contractors and their sub-contractors and material and equipment deliver vehicles shall not be parked on the street such that normal traffic flow is impeded. The double parking of vehicles, of any kind, is prohibited. Parking on one side of the street only is encouraged.

d. Temporary Construction Fencing. A four-foot-high (minimum) snow or comparable type of temporary fence shall be erected on rear and side property lines where no permanent fencing or wall exists. This is to prevent trash and construction materials from blowing to neighboring properties, during periods of high winds.

e. Temporary Sanitary Facility. A portable toilet is required at all building sites. It must not be placed in the street, and must be cleaned regularly to comply with local sanitation regulations. At no

Rules for New Homes (continued)

time shall the portable toilet door be left open.

f. Temporary Structures. No temporary structure, e.g., a construction trailer, shall be placed on any building site, unless approved by the Architectural Committee. If a construction trailer is approved, it must not exceed 160 square feet in size and must comply with other Architectural Committee requirements such as location and landscaping.

g. Unightly Items. During construction all rubbish, building debris, trash and/or unsightly material or objects of any kind shall be removed at least weekly from the building site and shall not be allowed to accumulate on the building site, adjacent properties, Common Areas, the Golf Course, residential streets or any other areas.

At a minimum a twelve (12) cubic yard steel roll-off dumpster shall be maintained on the building site for the duration of construction. The dumpster shall be emptied at least weekly, or more often if it becomes full.

5. Site Preparation Standards.

a. Grading Plans. All Residential Lot grading plans must be based on a grading plan prepared by a registered Civil Engineer or Landscape Architect in conformance with the City Grading Code. The plan must be submitted to the Architectural Committee for review and approval. Approval is also required by the City. Grading plans must include the following information: existing and proposed contours at one foot (1') intervals, finished pad elevations, slopes with elevations top and bottom of slope, surface and subsurface drainage and locations and mounting elevations for site objects such as pools, spas, water features, planters patios, trellises and walls.

b. Site Preparation. All demolition, clearing, grubbing, stripping of soil, excavation, compaction, and grading must be confined to and completed within Owner's Residential Lot area. Common Area landscaping, adjacent property landscaping, residential streets and the Golf Course must be protected during the construction period through the use of fencing or other barriers, as approved by the Architectural Committee.

c. Site Drainage. Residential Lots that are unable to meet the minimum surface drainage requirements must use a subsurface drainage system with drain inlets at adequate intervals. Sub-surface drains must connect to existing Residential Lot drainage system or drain to the street. Any underground pipes flowing to the street must be cored through the curb. All existing Residential Lot drains and top slope berms shall be maintained as originally installed by the developer with the exception of modifications designed by a Registered Civil Engineer or Landscape Architect which must be approved by both the Architectural Committee and the City. Drainage over the rear yard top of slope is not permitted.

d. Finish Grading. Final grading of planting areas includes light rolling, raking, and hand work as necessary to achieve the desired contour and flow line patterns and to insure evenly finished surfaces with proper drainage.

C. GRADING AND DRAINAGE.

1. Residential Lots must drain by positive drainage as much as possible with area drains where necessary (minimum diameter of six inches), connected to underground pipes (minimum diameter of four inches) that flow to the streets.

2. Drywells, when necessary, shall be a minimum of four feet in diameter by eight feet deep and backfilled with a minimum of nine inches of gravel along their outside perimeter. All drywells shall have removable grates to allow for periodic cleaning.

Rules for New Homes (continued)

3. Drywell grates shall be located at grade and preferably at a low spot on the Residential Lot. If overflow from drywells cannot drain positively onto the street, overflow lines to bubblers shall be required.
4. All topographic changes must occur within the Residential Lot property boundaries and meet adjacent land at grade.

D. APPROVAL PROCEDURES FOR NEW HOMES AND RELATED ARCHITECTURAL ADDITIONS/ IMPROVEMENTS.

1. Submittal Requirements.

- a. Approval Request Form. A completed *Request Form* (Appendix IV, Page 36).
- b. Plans and Specifications. For any new construction of new Homes, five (5) complete sets of plans and specifications, drawings and any other related documentation, as well as the appropriate fee and security deposit pursuant to the schedule noted in Appendix II, Page 32 shall be submitted to the Management Company for the Citrus Course Community. The Management Company will forward these plans and specifications to the Architectural Committee for review and approval.
- c. Fees. The fees for the cost of processing any request for New Homes shall be as noted in the Fees and Security Deposit Schedule for New Homes (see Appendix II, Page 32), subject to change at any time by a majority vote of the Board of Directors. Additionally, if the Request Form includes variances in setback measurements, the variance request fee shall be up to One Thousand Dollars (\$1000). For all other variance requests, the variance request fee shall be Two Hundred Dollars (\$200).
- d. Security Deposit. In conjunction with the submission of a Request Form (see Appendix IV, Page 36), a Security Deposit is required (see Appendix II, Page 32).

The Security Deposit shall be placed in a passbook account to be drawn against by the Association to pay all Association costs incurred to repair any damage to the Common Areas or neighboring properties caused by the architectural improvement, if such damage is not corrected or repaired by the Owner or Owner's contractor. The Security Deposit can also be used to satisfy any and all direct costs to the Association that relate to the architectural and any other costs, such as any compliance assessment imposed by the Association under the provisions of the Enforcement Procedure and the *Construction Rules and Enforcement Procedure*, directly related to the failure to comply with the attached Architectural Rules.

2. Plans and Specifications Schedule

- a. **SUBMITTAL NO. 1 — REVIEW OF PRELIMINARY PLANS/SPECIFICATIONS:** A review of preliminary plans and specifications is required in order to save costly revisions in final drawings. This review procedure is intended to disclose development concepts at an early stage so that the consistency with architectural standards and the Governing Documents can be immediately assessed and projects will not proceed that are in conflict with the rights of other Owners in the Residential Lot area and the Association. The preliminary plan stage is also an opportunity for the Architectural Committee to provide input into the design prior to the preparation of final construction drawings as described in the Submittal No. 2 step of the process.

The following is required for Submittal No. 1:

Plot Plan: Minimum Scale 1/8": 1"-0"

- (1) Show lot lines accurately, including length, angles amount of curve.

Rules for New Homes (continued)

- (2) Show all buildings, structures, e.g., swimming pools, patios, etc., fences and walls, walks, driveways, all setbacks, slopes and street right-of-way contiguous to the Residential Lot.
- (3) Show all dimensions of work to be considered, distance between existing and proposed work, and distance between proposed work and Residential Lot lines.
- (4) Show North arrow, curb grade, floor grade, location of utilities, air conditioning units, pool equipment, Residential Lot number, dimensions, and Residential Lot square footage.

Preliminary Grading Plan: Minimum Scale 1/8": 1"-0"

- (1) Show existing screened contours and proposed changes to finished grade.

Roof Plan: Minimum Scale 1/8": 1"-0"

- (1) Show plan of all proposed roofs with slope pitches noted.
- (2) Show materials of all proposed roofs.
- (3) Indicate any unusual conditions or construction resulting from this work.

Floor Plan: Minimum Scale 1/8": 1"-0"

- (1) Indicate all walls, columns, openings and any conditions or features that will affect the exterior design of the Home.
- (2) Dimension accurately all items and parts of plans and details, including atriums, garages, guest houses and storage areas. Show square footage of total living area, garage and patios.
- (3) Include notes on all items of the exterior that cannot be clearly noted on the elevations.

Elevations: Minimum Scale 1/4": 1"-0"

- (1) Provide exterior elevations, to scale, of all proposed buildings including all four sides of the proposed dwelling. All horizontal elevation points must be shown on the elevations.
- (2) All finished materials (including roofing), colors and textures should be identified on a Color Board to accompany the preliminary plans.

Fence and Wall Plans:

- (1) Drawings must include specifications of materials, color and height. Height should also be shown in relation to adjusted ground levels.
- (2) The Plot Plan should clearly indicate the location of proposed construction including location and height of existing fences, walls in relation to the structures.

Submittal No. 1 Review. When the Architectural Committee has determined that all requirements for Submittal No. 1 have been met, the Architectural Committee must confer within thirty (30) days and either approve or disapprove the proposed Submittal No. 1. The Architectural Committee shall have the right to extend this thirty (30) day timeline for an additional thirty (30) days upon

Rules for New Homes (continued)

written notice to the Owner. In the event the Architectural Committee fails to provide a written response to the requesting Owner within thirty (30) days of receipt of a completed submittal (or any extension thereof), the requesting Owner may submit his/her Request Form to the Board of Directors for review. Such failure by the Architectural Committee shall not be deemed approval of the Request Form. Any architectural submission which is a variance from the Architectural Rules shall require approval by both the Architectural Committee and Board of Directors. All approvals by the Architectural Committee, or Board of Directors, if applicable, must be in writing. Oral approvals shall not be deemed effective. Should the Architectural Committee disapprove any submittal, the Owner shall have a period of fifteen (15) days to appeal the disapproval by the Architectural Committee to the Board of Directors, in which case the Board of Directors shall review the requesting Owner's architectural submission and render a decision within thirty (30) days of receipt of the request. Any variance request shall be in writing and include payment of the applicable variance request fee. The granting of any variance request shall not constitute a waiver of any Architectural Rules or hinder the enforcement thereof; nor shall any variance be permitted which violates any of the use restrictions contained within the Restated CC&Rs. If the request includes variances in setback measurements, the variance request fee shall be up to One Thousand Dollars (\$1,000) as determined by the Architectural Committee. For all other variance requests, the variance request fee shall be Two Hundred Dollars (\$200). Upon approval of the Submittal No. 1, the Owner should diligently proceed to submit his/her plans and specifications to the City.

Pursuant to Paragraph 7.12.7 (Architectural) of the CC&Rs, approval by the Architectural Committee of any plans, drawings or specifications for any work of improvement done or proposed, or any waiver thereof, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval by the same or some other Owner. Different location for improvements, the size of the structure, proximity to other residences or the Common Area and other factors may be taken into consideration by the Board or Architectural Committee in reviewing a particular submittal.

b. SUBMITTAL NO. 2 — WORKING DRAWINGS, PLANS FOR GRADING, LANDSCAPE, POOL/SPA/WATER FEATURES. (Note: Submittal No 2. and Submittal No. 1 can be combined)

The following is required for Submittal No. 2:

Working Drawings: Minimum Scale 1/4": 1"-0"

- (1) All drawings not submitted under the Submittal No. 1 process, and drawings requiring revisions by the Architectural Committee.
- (2) Written specifications for all proposed work.

Precise or Finished Grading Plan:

- (1) Show contours, flow lines, finished grades.
- (2) Changes of finished grade must be accompanied by a Grading Plan prepared by registered civil or professional engineer or architect.
- (3) **Special attention should be given to soil preparation. It is recommended that the services of a qualified landscape architect or soils consultant be retained to prepare plans and prescribe soil attainment prior to submittal.**

Landscape Plan: – Refer to the Association's Landscaping Rules.

Rules for New Homes (continued)

Pool, Spa, Water Feature Plans:

- (1) Show location relative to the Home, walls and fences and all Residential Lot lines.
- (2) Show size, depth, all materials of construction and type of pool.
- (3) Include name, address and phone number of pool, etc., contractor.
- (4) Show location of pool equipment and type of enclosure.

Submittal No. 2 Review. When the Architectural Committee has determined that all the requirements for Submittal No. 2 have been met, the Architectural Committee will review this submittal in accordance with the procedures and the time periods used for review of Submittal No. 1. This review will include, but is not limited to, a determination of whether the submittal is consistent with Submittal No. 1 and, if not, the reasons for any discrepancies, and will include the review and approval or disapproval of all plans.

c. **SUBMITTAL NO. 3 — SURVEYED PLAN.** After the foundation for the Home and all other improvements which are located within the building envelope have been staked, the Owner shall have the Residential Lot surveyed by a certified surveyor. The purpose of the survey is to insure that the boundaries of the building envelope are not violated. This survey must be submitted to the Architectural Committee for approval prior to the commencement of construction, *e.g.*, the pouring of footing and foundations.

Submittal No. 3 Review: The Architectural Committee must approve or disapprove the surveyed plan within thirty (30) days after receipt of the survey by the Association's Management Company. The Architectural Committee shall have the right to extend this thirty-day time line for an additional thirty (30) days upon written notice to the Owner. In the event the Architectural Committee fails to provide a written response to the requesting Owner within thirty (30) days of receipt of a completed Request Form (or any extension thereof as provided above), the requesting Owner may submit his/her Request Form to the Board of Directors for review. Such failure by the Architectural Committee shall not be deemed approval of the Request Form. In considering any architectural submittal in conformance with the Architectural Rules, if the Architectural Committee denies an Owner's architectural request, the requesting Owner shall have a period of fifteen (15) days to appeal the denial by the Architectural Committee to the Board of Directors, in which case the Board of Directors shall review the requesting Owner's architectural submission and render a decision within thirty (30) days of receipt of the request. Any architectural submission which is a variance from the Association's Architectural Rules shall require approval by both the Architectural Committee and Board of Directors. All approvals by the Architectural Committee or Board of Directors must be in writing. Oral approvals shall not be deemed effective. Any variance request shall be in writing and include payment of the applicable variance request fee. The granting of any variance request shall not constitute a waiver of any Architectural Rules or hinder the enforcement thereof; nor shall any variance be permitted which violates any of the use restrictions contained within the Restated CC&Rs. If the request includes variances in setback measurements, the variance request fee shall be up to One Thousand Dollars (\$1,000) as determined by the Architectural Committee. For all other variance requests, the variance request fee shall be Two Hundred Dollars (\$200).

When the project has been completed and given final approval by the Architectural Committee, the Security Deposit amount, less any costs as enumerated in the Fees and Security Deposit Schedule for New Homes pursuant to Appendix II (Page 32) shall be returned to the Owner within thirty (30) days of final approval, along with an accounting of any monies withheld.

Rules for New Homes (continued)

3. Further Procedures for All New Home Construction.

All new Home construction shall also comply with the procedures identified as Steps 4 through 7 of Section II, Paragraph E. of these Architectural Rules.

APPENDIX I. — FEE / SECURITY DEPOSIT SCHEDULE FOR EXISTING HOMES

IMPROVEMENTS	SECURITY DEPOSIT*
Awnings	\$0.00
Barbecue	\$1,500.00
Exterior Construction	\$2,500.00
Fences	\$500.00
Fireplaces, Firepits	\$1,500.00
Flag Poles	\$0.00
Garages, Garage Doors	\$0.00
Gates	\$0.00
Golf Ball Screens	\$0.00
Landscaping	\$1,500.00
Lighting Systems	\$0.00
Mist Cooling systems	\$0.00
Painting	\$0.00
Patio Extensions (new or improvements)	\$1,500.00
Pools, spas, water features	\$2,500.00
Roll-up Screens	\$0.00
Satellite dishes, antennas	\$0.00
Sidewalks, driveways	\$1,500.00
Skylights and Exterior Windows	\$250.00
Solar Panels	\$1,500.00
Statuary/Pots/Art	\$0.00
Trellises, etc.	\$0.00
Other Improvements	\$0 to \$2,500.00
ADMINISTRATIVE FEE: An administrative fee may be charged by the Association, as determined from time to time, to defer expenses incurred by the Association. Please contact the Management Company to ascertain what, if any, administrative fee is required.	
VARIANCE FEE: To defer additional expenses incurred by the Association, if the request includes variances in setback measurements, the variance request fee	

shall be up to One Thousand Dollars (\$1,000), as determined by the Architectural Committee. For all other variance requests, the variance request fee shall be Two Hundred Dollars (\$200).

*Security Deposits are cumulative, *e.g.*, a request to install a pool and a barbecue would call for a deposit of \$4,000. In no case will the total amount of the security deposit exceed \$5,000. The security deposit shall be placed in a passbook account to be drawn against by the Association to pay all Association costs incurred to repair any damage to the Common Areas or neighboring properties caused by the architectural and/or landscape improvement, if such damage is not corrected or repaired by the Owner or his or her contractor. The security deposit can also be used to satisfy any and all direct costs to the Association that relate to the architectural and/or landscape improvement and any other costs, such as any compliance assessment imposed by the Association under the provisions of the *Enforcement Procedure* and the *Construction Rules and Enforcement Procedure*, directly related to the failure to comply with the *Architectural Rules, Standards and Guidelines* and/or the *Landscaping Rules, Standards and Guidelines*.

APPENDIX II. — FEE AND SECURITY DEPOSIT SCHEDULE FOR NEW HOMES

	Security Deposit*
Review of all architectural plans and specifications	\$10,000.00
Review of landscape and irrigation plans	
Review of all other improvements, <i>e.g.</i> , swimming pools, spas, barbecues, water features	
ADMINISTRATIVE FEE: An administrative fee may be charged by the Association, as determined from time to time, to defer expenses incurred by the Association. Please contact the Management Company to ascertain what, if any, administrative fee is required.	
VARIANCE FEE: To defer additional expenses incurred by the Association, if the request includes variances in setback measurements, the variance request fee shall be up to One Thousand Dollars (\$1,000), at the discretion of the Architectural Committee. For all other variance requests, the variance request fee shall be Two Hundred Dollars (\$200).	
*The security deposit shall be placed in a passbook account to be drawn against by the Association to pay all Association costs incurred to repair any damage to the Common Areas or neighboring properties caused by the architectural and/or landscape improvement, if such damage is not corrected or repaired by the Owner or his or her contractor. The security deposit can also be used to satisfy any and all direct costs to the Association that relate to the architectural and/or landscape improvement and any other costs, such as any compliance assessment imposed by the Association under the provisions of the <i>Enforcement Procedure</i> and the <i>Construction Rules and Enforcement Procedure</i> , directly related to the failure to comply with the <i>Architectural Rules, Standards and Guidelines</i> and/or the <i>Landscaping Rules, Standards and Guidelines</i> .	

* At the discretion of Association Board, the security deposit may be paid at the time of purchase of a Residential Lot through escrow.

APPENDIX III. — ARCHITECTURAL & LANDSCAPING APPROVAL REQUEST FORM FOR ALL EXISTING HOMES

Date of Request: _____ Lot _____ Tract No. _____

Name of Owner: _____

Address: _____

Local Telephone Number: _____ Other Telephone Number: _____

Description of Improvement: (Please provide a complete narrative description of the proposed modification and include drawings as appropriate): _____

Starting Date: _____ Estimated Completion Date: _____

FOR POOL, SPA, WATER FEATURE, AND/OR DECK INSTALLATIONS:

- ☐ **Owner requests approval of demolition of landscape materials and/or irrigation systems as part of this request in accordance with Step 6, Paragraphs a. and b. on Page 19 related to Demolition/Replacement of Walls and/or Hardscape.**

Estimated date of demolition: _____

- ☐ **Owner requests approval of demolition of wall and/or hardscape as part of this request in accordance with Step 6, Paragraphs a. and b. on Page 19 related to Demolition/Replacement of Walls and/or Hardscape.**

Estimated date of demolition: _____

OWNER UNDERSTANDS AND AGREES TO THE FOLLOWING:

1. The modifications will be made in strict compliance with the approved plans and specifications submitted with this Request Form. Should any changes be required at any time during the project, those changes must be approved by the Architectural Committee and, if applicable, the Landscape Committee and noted on this Request Form. The Architectural Committee and, if applicable, the Landscape Committee may grant variances from the requirements of the Architectural Rules and, if applicable, the Landscaping Rules, provided that such variance is reasonably necessary in order to carry out the general purpose and intent of the Governing Documents or is necessary to avoid extensive hardship, expense or impossibility of conformance. Any variance request shall be in writing and include payment of the applicable variance request fee. The granting of any variance request shall not constitute a waiver of any Architectural Rules and/or, if applicable any Landscaping Rules or hinder the enforcement thereof; nor shall any variance be permitted which violates any of the use restrictions contained within the CC&Rs.

2. Owner shall hold the Association harmless from all liability related to any damage to existing Home improvements thereon, any Common Area property and/or Golf Course, wherever located within the Citrus Course Community, resulting from the installation/construction of this improvement or modification. Owner shall advise the Association office promptly upon completion of the work.

Architectural & Landscaping Approval Request Form for All Existing Homes

3. Any request shall be deemed incomplete, and the Architectural Committee and, if applicable, the Landscape Committee shall disapprove, any and all plans and/or specifications submitted to it for approval if the Owner fails to deliver the required fee and security deposit referenced herein.

4. Owner shall comply with the *Architectural Rules, Standards and Guidelines* and, if applicable, the *Landscaping Rules, Standards and Guidelines* for the Citrus Course Homeowners Association, and furnish copies of these provisions to the contractor(s) engaged by Owner for the improvement. Owner further understands that it is Owner's responsibility to ensure that his/her contractor(s) also complies with these provisions.

5. In the event Owner desires to use power excavation equipment, he/she shall indicate with the Request Form which areas have:

- Landscape materials will be required to be removed/replaced and/or
- Walls and hardscape will be required to be removed/replaced.

Owner shall include Contractor's construction schedule, so that construction activity may be monitored by Association.

6. The modifications will be made in strict compliance with the approved plans and specifications submitted with this Request Form. Should any changes be required at any time during the project, those changes must be approved by the applicable committee (i.e. Architectural and/or Landscape) and noted on this Request Form.

7. Owner shall secure proper building permits, if required by the local governmental entity. **Owner understands that the City may not approve any plans which have not yet been approved by the Association's Architectural Committee and, if applicable the Landscape Committee.**

8. Owner shall pay a refundable security deposit and non-refundable administrative and/or variance request fee to the Citrus Course Homeowners Association, as set forth in the *Fee and Security Deposit Schedule* (Appendix I) to process this Request Form and the security deposit as specified in the Association's *Architectural Rules, Standards and Guidelines*, the terms of which are incorporated herein by this reference.

Signatures: _____
Owner

Date

Owner

Date

Neighbor Comments: (The comments of any Owners of any Home adjacent to the property lines of the above-requested Improvement shall be required.)

I/We, the undersigned, have reviewed the plans and specifications for the above-requested Improvement and I/we either: (1) do not object to the Improvement; or (2) object with the following comments:

Signature/Printed Name	Lot # / Address	Comments

[For Association Use Only]

The attached request has been reviewed by the Architectural Committee and, if applicable, Landscape Committee and its action is:

☐ Approved As Submitted

☐ Rejected ☐ Rejected, Pending Further Information

☐ Refer to attached comments

Date: _____

Signature: _____
For the Association Architectural Committee

Date: _____

Signature: _____
For the Association Landscape Committee

For Pool, Spa, Water Features and/or Deck Installations:

Inspection for Demolished/Replaced of Moved Elements

☐ Completed by 90-day deadline

☐ Not completed by 90-day deadline. Refer to Board for enforcement action

☐ Other:

☐ Refer to attached comments.

APPENDIX IV. — ARCHITECTURAL & LANDSCAPING APPROVAL REQUEST FORM FOR NEW HOMES

Date of Request: _____ Lot _____ Tract No. _____

Address of Lot: _____

Name of Owner: _____

Current Address: _____

Current Telephone Number: _____ Local Telephone Number: _____

Architect(s): _____

Architect(s)'s Address: _____

Architect(s)'s Telephone Number: _____

Contractor(s): _____

Contractor(s)'s Address: _____

Contractor(s)'s Telephone Number: _____ License No. _____

Estimated Starting Date: _____ Estimated Completion Date: _____

THE OWNER UNDERSTANDS AND AGREES TO THE FOLLOWING:

1. The modifications will be made in strict compliance with the approved plans and specifications submitted with this Request Form. Should any changes be required at any time during the project, those changes must be approved by the Architectural Committee and, if applicable, the Landscape Committee and noted on this Request Form. The Architectural Committee and, if applicable, the Landscape Committee and the Board of Directors may grant variances from the requirements of the Architectural Rules and, if applicable, the Landscaping Rules, provided that such variance is reasonably necessary in order to carry out the general purpose and intent of the Governing Documents or is necessary to avoid extensive hardship, expense or impossibility of conformance. Any variance request shall be in writing and include payment of the applicable variance request fee. The granting of any variance request shall not constitute a waiver of any Architectural Rules and/or, if applicable, any Landscaping Rules or hinder the enforcement thereof; nor shall any variance be permitted which violates any of the use restrictions contained within the CC&Rs.

2. Owner shall hold the Association harmless from all liability related to any damage to existing Home, improvements thereon, any Common Area property and/or Golf Course, wherever located within the Citrus Course Community, resulting from the installation/construction of this improvement or modification. Owner shall advise the Association office promptly upon completion of the work.

3. Any request shall be deemed incomplete, and the Architectural Committee and, if applicable, the Landscape Committee shall disapprove, any and all plans and/or specifications submitted to it for approval if the Owner fails to deliver the required fee and security deposit referenced herein.

Architectural & Landscaping Approval Request Form for New Homes

4. Owner shall comply with the *Architectural Rules, Standards and Guidelines* and, if applicable, the *Landscaping Rules, Standards and Guidelines* for the Citrus Course Homeowners Association, and furnish copies of these provisions to the contractor(s) engaged by Owner for the improvement. Owner further understands that it is Owner's responsibility to ensure that his/her contractor(s) also complies with these provisions.

5. Owner shall secure proper building permits, if required by the local governmental entity. **I understand that I shall not apply for the City building permits until such time as my Submittal No. 1 plans and specifications have been approved by the Association's Architectural Committee and, if applicable, the Landscape Committee.**

6. The modifications will be made in strict compliance with the approved plans and specifications submitted with this Request Form. Should any changes be required at any time during the project, those changes must be approved by the applicable committee (i.e. Architectural and/or Landscape) and noted on this Request Form.

7. Owner shall pay Fees and Security Deposits pursuant to the Fee / Security Deposit Schedule for New Homes (Appendix II, Page 32), paid to the order of *Citrus Course Homeowners Association*, which shall be placed in a passbook account to be drawn against by the Association to pay all Association costs incurred to repair any damage to the Common Areas or neighboring properties caused by the architectural and, if applicable, landscaping improvement, if such damage is not corrected or repaired by the Owner or his or her contractor. The Security Deposit can also be used to satisfy any and all direct costs to the Association that relate to the architectural and, if applicable, landscaping improvement and any other costs, such as compliance assessments imposed under the Association's Enforcement Procedure, directly related to the failure to comply with the *Architectural Rules, Standards and Guidelines* and, if applicable, the *Landscaping Rules, Standards and Guidelines*.

8. Owner agrees to complete the project within one (1) year from the start of construction. "Completion" is defined as the date when the City has conducted its final inspection and approved the improvement(s). "Start of construction" is defined as the date of initial delivery of materials to the site.

Signatures:

Owner
Date

Owner
Date

[For Association Use Below]

The above request has been reviewed by the Architectural Committee and its action is:

Submittal No. 1

- ☐ Approved as submitted
- ☐ Disapproved (refer to the attached comments)
- ☐ Disapproved, pending further information (refer to the attached comments)

Date: _____ Signature: _____
For the Association Architectural Committee

Date: _____ Signature: _____
For the Association Landscape Committee

Architectural & Landscaping Approval Request Form for New Homes

Submittal No. 2

- ☐ Approved as submitted
- ☐ Disapproved (refer to the attached comments)
- ☐ Disapproved, pending further information (refer to the attached comments)

Date: _____

Signature: _____

For the Association Architectural Committee

Date: _____

Signature: _____

For the Association Landscape Committee

Submittal No. 3

- ☐ Approved as submitted
- ☐ Disapproved (refer to the attached comments)
- ☐ Disapproved, pending further information (refer to the attached comments)

Date: _____

Signature: _____

For the Association Architectural Committee

Date: _____

Signature: _____

For the Association Landscape Committee

APPENDIX V. — CHECKLIST FOR POOL, SPA, WATER FEATURE, AND/OR DECK INSTALLATIONS

	✓
GENERAL INFORMATION	
Contractor's construction schedule Location of Hardscape (such as perimeter or lot line wall) which will be required to be removed / replaced to allow access by excavation equipment	
GENERAL PLAN REQUIREMENTS	
Pool location and dimensions on plan, including setbacks and clearances to a Home and Residential Unit/Lot, existing lot lines, walls, building on scaled site plan	
North directional arrow	
Access arrow	
Width of access	
Pool dimensions, including radius points, width, length, etc.	
Wall / Fence / Gate location, including type and height	
Location of all pool equipment, pursuant to city and county code, including screening material and height	
Indicate any existing obstructions, overhead lines, concrete walkways, patio, etc.	
Indicate pool decking and/or hardscape features and extent	
Indicate permanent barbecues, showing dimensional scaled plan, elevations, and materials / colors, including appliances	
Indicate overflow line, if included	
Indicate any easements on property	
Owner sign-off on plans	
Show tile choice contract / plan	
ELECTRICAL / STUB LOCATIONS	
Electric meter location. Type of panel: _____	
Gas meter location	
Gas barbeque and/or fire-pit stub location	

	✓
Hose bib location (fill line). Must be unobstructed.	
Show plumbing lines including sizes	
Location of light junction boxes for all lights (both pool and spa)	
Location of future lighting stubs with junction box locations	
Location of p-trap (if required)	
Elevations relative to surrounding area (use cross section, if necessary)	
Location of light switches	
Location of all return fittings (specify type of fitting, eyeball, etc.)	
Location of cleaner sub plumb, if any	
POOL AND DECK SPECIFICATIONS	
Location of skimmer(s) (not to be located in raised bond beam)	
Location of decking, specifying color and finish. Give square footage	
Specify drainage in all affected areas	
Specify all masonry materials and finishes	
Specify brand, type and capacities of all pool equipment	
Show all steps in decking,	
Indicate footing in decking (if required)	
Show pool depths	
Show steps, ledges, angel seats, swim-outs	
Location and height of raised bond beam(s)	
SPA SPECIFICATIONS	
Spa dimensions, including detail on dam wall. Is it a deep end spa?	
Spa step locations	
Number of spa jets, location and heights	
Bench heights in spa	
Spa airline location and termination, including air-blower and switch location	

	✓
Air bar	

APPENDIX VI. — NOTICE TO PROCEED

[date]

RE: [address]

Dear [name]:

Your Architectural and/or Landscape Improvement Request form for _____ (hereinafter "Improvement") has received approval by the applicable Committee(s). The attached plans for your Improvement with the Association's approval stamp are enclosed and may be submitted to the City of La Quinta ("City"), if required.

You may now commence work on your Improvement. Construction must be completed within _____ days (hereinafter *Completion Deadline*). *Start of Construction* is defined as the initial delivery of materials to the site or pulling of building permit, whichever occurs first.

The Completion Deadline shall be extended for such period of time as construction is prevented or delayed due to acts of government, acts of God, wars, riots, abnormal force of elements, or other acts beyond the reasonable control of the Owner. Any requests for an extension to the Completion Deadline must be in writing and submitted to the Association at least two weeks prior to the termination of the Completion Deadline, setting forth the facts giving rise to such delays. Failure to request an extension before the Completion Deadline shall be deemed a waiver of any right to said extension. The applicable Committee will review each request for extension on a case-by-case. Association shall have the right to periodically inspect the site of the Improvement to confirm construction progress and verify that it is being constructed in accordance with the approved plans and specifications.

Upon completion of the architectural and/or landscape improvement, you will be required to provide to the Association a **Notice of Completion** (copy enclosed).

- ☐ If City final inspection is required, *completion* is defined as the date upon which the City has made its final inspection and given final approval of the Improvement; AND the Association's Designated Representative has given his/her written final inspection approval. You will be required to provide a copy of the City's final approval along with your Notice of Completion.
- ☐ If City final inspection is not required, *completion* shall be defined as the date upon which the Association's Designated Representative has given his/her written final inspection approval.

Sincerely,

CITRUS COURSE HOMEOWNERS ASSOCIATION

Enclosure: Notice of Completion

APPENDIX VII. — COMMITTEE DECISION APPEAL REQUEST

Please complete and supply the **required** information below:

NAME: _____ PHONE: _____
(____) _____

CONTACT DURING BUSINESS HOURS: _____ (____)

CITRUS COURSE ADDRESS: _____

1. ATTACH COPY OF COMMITTEE CORRESPONDENCE.
2. STATE PURPOSE OF APPEAL. IF YOU HAVE SUPPORTING INFORMATION, PLEASE ATTACH.

The appeal request with substantiating evidence shall be delivered or mailed to:

Board of Directors
THE CITRUS COURSE HOMEOWNERS ASSOCIATION
c/o Albert Association Management
41-865 Boardwalk, Ste. 101
Palm Desert, California 92211

Your appeal will be placed on the Agenda of the next regularly scheduled Executive Session of the Board of Directors, and you are welcome to appear before the Board in Executive Session to plead your case, if you so desire.

If you prefer to have this matter not heard in Executive Session (which is closed to the general membership), you may request that it be heard during the next regularly scheduled Board of Directors meeting, and you are welcome to appear before the board to plead your case if you so desire. Oral comments can be directed to the Board of Directors during the Homeowner / Comment period.

This appeal will be heard in Executive Session unless you indicate otherwise below:

_____ Open Session Requested

Signature

Date

FOR OFFICE USE ONLY

Date Received: _____ Scheduled for Board Meeting of: _____

APPENDIX VIII. — NOTICE OF COMPLETION

Date of Notice: _____

Owner: _____

Address: _____

Local Telephone Number: _____ Other Telephone Number: _____

Brief Description of Improvement: _____

("Improvement").

**TO: ARCHITECTURAL AND/OR LANDSCAPE COMMITTEE OF THE CITRUS COURSE
HOMEOWNERS ASSOCIATION:**

Notice is hereby given that the undersigned Owner believes above-described Improvement has been completed in accordance with the Architectural & Landscaping Approval Request Form as submitted to and approved by the Architectural and/or Landscape Committee and requests the Association's final inspection. **I/We understand that if City final inspection is required for the Improvement, I/we are required to provide a copy of the City's final approval with this Notice of Completion.** I/We further understand that if there are any deficiencies noted, then the final inspection for the Improvement may be disapproved and the Improvement shall be deemed incomplete until the deficiencies are corrected.

Signatures: _____
Owner _____ Date _____

[For Association Use Only]

Final Inspection by the Architectural Committee:

☐ Approved as submitted ☐ Disapproved (refer to the attached
comments regarding deficiencies)

Comments: _____

Date: _____ Signature: _____
For the Association Architectural Committee

Final Inspection by the Landscape Committee:

☐ Approved as submitted ☐ Disapproved (refer to the attached
comments regarding deficiencies)

Comments: _____

Date: _____ Signature: _____

For the Association Landscape Committee

- ☐ Return of security deposit, minus Association's costs, expenses and other charges.

Received by: _____

Date: _____

APPENDIX IX. — CONSTRUCTION RULES

RULES

Owner, its contractors, officers, agents or employees; subcontractors or sub-subcontractors and their officers, agents or employees who are employed by or working on behalf of Owner on any project (hereinafter, collectively, "Construction Personnel") who have permission for ingress and egress into the Community are obligated to abide by the following Construction Rules. Violation of any of these Construction Rules, the Association's Governing Documents, and/or local, county or state requirements shall subject the Owner to the remedies set forth in the Association's Governing Documents.

1. **ASSOCIATION RULES.** Construction Personnel shall be responsible for observing all Association Rules, including but not limited to the traffic rules and speed limitations set forth therein.

2. **DUST CONTROL / CHEMICAL TREATMENT OF GROUND.**

a. Consistent with the requirements of the City, the South Coast Air Quality Management District (hereinafter "AQMD"), and the County of Riverside, Construction Personnel shall provide adequate control measures for fugitive dust and corresponding PM10 emissions, in accordance with AQMD Rule 403 and Chapter 6.16 of the City's Municipal Code (hereinafter "dust control") to protect the residents within the Subdivision. If adequate dust control is not provided after two (2) hours' notice from the Association to the Owner, the Association shall have the right to order a water truck to provide adequate dust control of the construction area, and Owner shall immediately reimburse the Association for such water application (or, alternatively, the Association may draw against the Security Deposit).

b. Further, if adequate chemical stabilization treatment with dust suppressants to disturbed surface areas at construction and demolition sites is not applied when activities have ceased for thirty (30) days or more to prevent visible fugitive dust emissions from the Lot after five (5) days' notice from the Association to Owner, the Association shall have the right to provide chemical stabilization treatment to prevent dust, in which event Owner shall immediately reimburse the Association for the cost of chemical treatment (or, alternatively, the Association may draw against the Security Deposit).

c. If, at any time, adequate dust control or chemical stabilization treatment is not provided, Association reserves the right to report such violation to the City and/or the AQMD.

3. **SITE CONDITIONS.**

a. All construction rubble is to be stockpiled neatly so as not to block any streets or other access ways and must be removed from the Subdivision at the end of every week to prevent accumulation.

b. Owner shall facilitate and pay for the cost of washing, each day of construction activity, any and all streets within the Subdivision that are impacted by the Owner's construction activity. All streets shall be kept clean from any mud and debris. Street gutters must be kept clear of all foreign material at all times, so as not to restrict normal drainage. Sprinklers on adjacent Lots which have been broken due to heavy equipment must be repaired or replaced immediately.

c. Open holes, trenches, ditches, and any other potential hazards must be covered or fenced if they are in any way accessible to the public.

d. All areas within the Subdivision, including the Common Areas, home sites, Golf Course, and streets, must be kept free of any debris, trash, or construction elements. All trash, e.g., soda cans, bottles, and lunch bags, shall be picked up and placed in appropriate trash containers on a daily basis.

e. Pursuant to Rule 8.01.070 of the City's Municipal Code, all construction sites shall have all metal, minimum three (3) yard containers with hinged lids (except rolloff containers), compatible for use with standard trash removal trucks, such as dumpsters, for the depositing of trash and debris, including but not limited to paper, cartons, bottles, cans, garbage, roofing materials, insulation, plaster, concrete, boards. All Construction Personnel shall be responsible to have enough containers to adequately provide for all of the refuse and trash needs of their sites. Containers are to be provided by commercial trash collection companies, shall not be placed in the right-of-way, and shall be emptied of its contents on a regular weekly schedule. Disposal shall be by transportation to a legally established dump site by the City's refuse contractor or other person authorized by law to remove any container from the location where the container was placed by the person in charge for storage and collection. If the Owner fails to keep its site free of trash/ debris after one (1) business days' notice to do so, the Association shall have the right to facilitate the pickup and removal of such trash/debris, the cost of which shall be immediately reimbursed to the Association by Owner (or, alternatively, the Association may draw against the Security Deposit).

f. All tools and equipment shall be used in a safe and proper manner to meet all safety requirement standards. Construction Personnel shall be responsible for the safe storage of their tools and equipment, and the Association shall not be liable for any damage or loss of such tools or equipment.

g. Portable toilets shall be placed in the least conspicuous spot and shall be maintained in a clean and orderly manner with the doors kept closed.

4. CONDUCT OF PERSONNEL.

a. Owner shall be responsible for the actions of its Construction Personnel contracting with Owner.

b. All Construction Personnel shall carry identification at all times to identify the company for which he/she is working.

c. Loud music is not permitted to be played by Construction Personnel within the Community.

d. Drinking of alcoholic beverages by Construction Personnel is not permitted within the Subdivision.

e. No improper conduct, obscenities, verbal or physical threats by Construction Personnel will be tolerated. Actions by any person of any nature, particularly in the Common Area, which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others are not permitted. These include noise, intoxication, quarreling, harassment, threats, picketing, fighting, offensive or abusive language or rowdy and mischievous behavior.

5. WORK HOURS. City code and Association requirements are as follows:

MONTHS	DAYS OF WEEK	TIME
January 1st through December 31st	Monday through Friday Saturday Sunday / Holidays	7:00 a.m. to 5:30 p.m. 8:00 a.m. to 5:00 p.m. NONE

All Construction Personnel shall vacate the Community within thirty (30) minutes of the end of his/her work hours.

6. DAMAGE TO COMMON AREA, INDIVIDUAL LOTS, OR RESIDENCES. Owner shall pay for the cost of repairs and any other damage to the Common Area caused during the course of construction, including construction traffic entering the Community, caused by its Construction Personnel. Said repair obligations shall run to any area within the Community, whether Common Area, road within the Community and/or any improvement within any individual Owner's Residential Lot or Home.

7. CONSTRUCTION ACCESS AND TRAFFIC. Owner agrees that all construction traffic shall be limited to the gate so designated by the Association for ingress and egress. No other gates or access areas within the Community shall be used by Construction Personnel. The maximum speed limit within the Community is 25 mph on paved roads and 10 mph on unpaved roads. Reckless operation in or on any vehicle is strictly prohibited. Pedestrians shall have the right-of-way on all driveways and sidewalks within the Community. Upon two violations of the speed limit, the violating Construction Personnel shall be prohibited from entering the Community.

8. PARKING. Construction Personnel may not park in any areas which would restrict ingress / egress / access in and to the Subdivision or any street, driveway, Home, fire hydrant, or mailbox therein. Parking of vehicles by Construction Personnel shall be limited to the immediate area of construction within the Community. Parking away from the side of the street or curb for deliveries / loading or otherwise, such as "double parking", is strictly prohibited. All construction equipment must be parked on the construction site, not on the street, unless it is in use.

9. CONSTRUCTION TRAILER. Construction trailers shall not exceed a total of 600 square feet in area. If a construction trailer is to be utilized, Owner agrees to cause the trailer to be skirted immediately upon the installation and shall be maintained in a clean, orderly condition.

10. STORAGE AREAS. Storage areas shall be surrounded by a cyclone fence or similar material with non-transparent screening material, e.g., screen slats, to minimize visual impact within the Community.

APPENDIX X — ACCEPTABLE EXTERIOR ARCHITECTURAL STYLES

Guidelines identifying acceptable exterior architectural styles are set forth below:

- A. **Design Compatibility.** The proposed architectural style must be compatible with the established architectural characteristics of the surrounding neighborhood. Compatibility is defined as similarity in architectural style, quality of workmanship and materials, color and construction details. The Architectural Committee will take into consideration the architectural style and design established by the builder(s) of the homes in the surrounding neighborhood where the Lot is located.
- B. **Unobtrusive.** The proposed architectural style should relate favorably to the landscape and the architectural quality of the surrounding neighborhood. The primary concerns are design and harmony of external style and location in relationship to existing structures, topography and finish grade elevation. The Architectural Committee may contact the adjacent neighbor(s) for comment.
- C. **Scale.** The size of any proposed new Home should relate well to the surrounding neighborhood. For example, a large addition to a small Home may be inappropriate.
- D. **Materials.** Continuity is established by use of the same or compatible materials. Be sensitive to ensuring that materials work well in combination.
- E. **Workmanship.** Workmanship is another standard that is of concern in all new home construction. The quality of work should be equal to or better than that of the surrounding neighborhood. Poor construction practices, besides causing the Owner problems, can be visually objectionable to others. Poor workmanship may also create safety hazards.
- F. **Timing.** All Request Forms (see Appendix III, Page 33) must include estimated completion dates. If such a period is considered unreasonable the Architectural Committee may at their discretion disapprove the Request Form. Any request for an extension of time to complete construction from that specified on the approval letter, must be submitted, in writing, to the Architectural Committee prior to the original completion date and must state the reason for the delay, and the new completion date.

APPENDIX XI — INFORMATIONAL SATELLITE DISH SITING REQUEST FORM

Informational Satellite Dish Siting Request Form

Date of Request: _____ Lot/Tract No. _____

Name of Owner: _____

Address: _____

Local Telephone Number: _____ Other Telephone Number: _____

Description of Satellite Dish/Antenna: _____

Preferred Location of Satellite Dish: *[Please attach sketch or map to assist Association's designated representative in siting the location of dish which would be least obtrusive to the surrounding area.]*

Suggested Date/Time Available for Satellite Dish Siting: _____

Aesthetic Considerations (*i.e.*, painting) _____

I UNDERSTAND AND AGREE AS FOLLOWS:

1. I have read the Architectural Rules and, if applicable, have furnished copies to the contractor engaged by me for this installation.
2. I agree to comply with the Architectural Rules. If applicable, I also understand that it is my responsibility to ensure that my contractor also complies with the Architectural Rules.
3. I agree that it is my responsibility to secure proper building permit if required by the local governmental entity.

Signatures: _____
Owner _____ Owner _____

[For Association Use Below]

SATELLITE DISH SITING INSPECTION AND APPROVAL:

1. Date of Request Received: _____ Date of Siting: _____
2. Association and Owner have sited this satellite dish installation and approved its location as follows
[describe location or attach sketch]:
3. ADDITIONAL COMMENTS AND REQUIREMENTS:

Date: _____ By: _____
Association Representative

AMENDED AND RESTATED LANDSCAPING RULES, STANDARDS AND GUIDELINES

for

*THE CITRUS COURSE HOMEOWNERS
ASSOCIATION*

*Effective: June 21, 2021**

**These Amended and Restated Landscaping Rules, Standards
and Guidelines shall replace and supersede all prior versions.*

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, VETERAN OR MILITARY STATUS, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS IDENTIFIED IN SUBDIVISION (p) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.1 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

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GLOSSARY OF DEFINED TERMS

"Architectural Improvement Agreement" means the agreement by and between the Association and Owners identifying the conditions of approval and maintenance of architectural / landscape modifications which is recorded against the Residential Unit/Lot.

"Architectural Rules" means these Architectural Rules, Standards and Guidelines.

"Association" means the Citrus Course Homeowners Association.

"CC&Rs" or "Restated CC&Rs" means the Covenants, Conditions, Restrictions, and Reservations of Easements of Citrus Course.

"City" means the City of La Quinta.

"Community" means the Citrus Course community.

"Common Area" means all the real property and the improvements thereon owned by the Association for the common use and enjoyment of the Members except all Residential Lots and the Condominium Area.

"Home" or "Homes" means any dwelling unit and all attached and unattached structures located on the Residential Unit/Lot including but not limited to casitas, garages, patios and patio structures, trellises, gazebos, cabanas and barbeques. **"Home" or "Homes"** also means any Condominium Unit.

"Enforcement Procedure" means the Association's Amended & Restated Enforcement Procedure and any amendments thereto.

"Fees" means the fees identified within the Appendix II. Fees and Security Deposit Schedule.

"Golf Course" means and refers to the Citrus Course Golf Course which Golf Course traverses throughout the Community.

"Governing Documents" means the Restated CC&Rs and any other documents such as the Articles, Bylaws, Architectural Rules, Standards and Guidelines, Landscape Rules, Standards and Guidelines, Rules and Regulations, and/or Enforcement Procedures which govern the operation of the Association.

"Landscaping Rules" means the Association's Landscaping Rules, Standards and Guidelines.

"Management Company" means the Association's community association management company.

"Owner" means the record owner(s) of a fee simple interest in a Residential Lot or Condominium Unit in the Community.

"Request Form" means the Architectural & Landscaping Approval Request Form for All Existing Homes and the Architectural & Landscaping Approval Request Form for New Homes (samples of which are found in Appendix III and IV of the Architectural Rules), submitted to the Architectural Committee and/or Landscape Committee.

"Residential Lot" means all of the Residential Lots within the Community. The term **"Residential Lot"** shall also mean and include the Home located thereon.

"Residential Unit(s)/Lot(s)" means both a Residential Lot, as well as a Condominium Unit.

"Rules" means the Rules & Regulations rules adopted by the Association.

"Security Deposit" means the security deposits identified within Appendix II. below.

I. GENERAL PROVISIONS

The preservation of the landscaping character of the Homes and Residential Lots in the Community is responsibility of every Owner.

The Association is charged with the responsibility of preserving this landscaping character. In accordance with the CC&Rs, which all Owners receive, a Landscape Committee was appointed to recommend to the Board of Directors to adopt these Landscaping Rules and to fairly and consistently enforce them.

A. Applicability. The Association has approved these Landscaping Rules, which are applicable to all Homes or Residential Units/Lots anywhere within the Community.

B. Non-applicability. There are certain conditions under which Landscape Committee approval is not required. They are: to add, change, or remove any landscape elements in any enclosed courtyard, enclosed side yard, and/or rear yard areas of his/her/its Residential Lots, provided such landscape improvement or alteration cannot be seen from the exterior of the courtyard, side yard and/or rear yard at full maturity and does not impair or alter the Common Area, the structural integrity of adjacent improvements, any utilities, or other systems servicing the Common Area, or other Residential Lot.

C. Approval Limitations. See Section I.E.3 below for building permits and City approvals.

D. Variances. Variances from compliance with any of the landscape provisions of the Restated CC&Rs and/or these Landscaping Rules provided that such non-conforming use is reasonably necessary in order to carry out the general purpose and intent of the Governing Documents or is necessary to avoid extensive hardship, expense or impossibility of conformance, require written approval from the Landscape Committee and the Board of Directors. Any variance request denied by the Landscape Committee may be appealed to the Board of Directors pursuant to Civil Code Section 4765(a)(5) and if the variance request is approved, in writing, by the Board of Directors, such decision will be binding on the Association and all Owners. If such variances are granted, no violation of the CC&Rs and/or these Landscaping Rules shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive of any of the terms and provisions of the CC&Rs and/or these Landscaping Rules for any purpose except as to the particular property and particular provision hereof by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of his/her/its Home and Residential Lot. All approvals by the Landscape Committee or Board of Directors must be in writing. Oral approvals shall not be deemed effective. Any variance request shall be in writing and include payment of the applicable variance request fee. The granting of any variance request shall not constitute a waiver of any Landscaping Rules or hinder the enforcement thereof; nor shall any variance be permitted which violates any of the use restrictions contained within the Restated CC&Rs. To defer additional expenses incurred by the Association, if the request includes variances in setback measurements, the variance request fee shall be up to One Thousand Dollars (\$1,000.00), as determined by the Landscape Committee. For all other variance requests, the variance request fee shall be Two Hundred Dollars (\$200).

E. General Procedure.

1. Landscape Committee. The Landscape Committee shall only review, approve and/or disapprove any change or improvement to the plant material on the exterior of a Home, as well as landscape elements, such as tree, grass, shrub, ground cover, hedges, irrigation systems, and other landscape features to confirm compliance with the provisions set forth in these Landscaping Rules, the Enforcement Procedure, and the requirements of the Association's Governing Documents. The Landscape Committee shall not be responsible for whether the plans and specifications are in compliance with applicable zoning, building or other City, county, state or federal laws, ordinances or policies.

2. Owner. In addition to obtaining all necessary approvals from the Landscape Committee as set forth in these Landscaping Rules, and the Governing Documents, each Owner is obligated to obtain all necessary City, county and other government approvals and to prepare said plans and specifications in accordance with all applicable government laws and regulations affecting the use of any Residential Unit/Lot and the construction of a Home or improvements / modifications to any Home.

3. City and Other Approvals. All changes, additions, and/or modifications must conform to the City's building codes, ordinances, and regulations. The Owner is responsible for obtaining any and all required approvals and building permits from the City after approval has been received from the Landscape Committee. Approvals by the Landscape Committee do not waive any applicable requirements by the City, nor does obtaining all required City permits waive the need for the Landscape Committee approval. The Landscape Committee will not knowingly approve a project which violates City building or zoning codes or those of any other governmental agency or entity, but takes no responsibility for plan conformance to any criteria other than these Landscaping Rules. The Landscape Committee also reserves the right to impose additional requirements on the Owner if the City's requirements cause the plans to deviate substantially from the previously approved plans.

4. Inspections.

a. Routine Inspections The Landscape Committee reserves the right to inspect all improvements during any stage of construction to insure that the improvements comply with the all approved plans and specifications.

b. Final Inspections After the Owner has completed construction of the Home and improvements, he or she shall notify the Association's Management Company in writing, who in turn will notify the Landscape Committee that the project is ready for final inspection. The purpose of this final inspection is to insure that the improvements have been completed in conformity with the approved plans and specifications. The Owner must correct any variances or deviations from the approved plans and specifications if required by the Landscape Committee.

5. Damage to Common Areas.

In addition to any other remedies the Association has as enumerated within its Governing Documents, including these Landscaping Rules, the Association also reserves the right to require any vendor, supplier, materialman, contractor or any other invitee that causes damage to the Association's Common Area and fails to reimburse the Association for said damage within thirty (30) days of written demand for same , to provide all the following, prior to permitting the Damaging Vendor to enter the Community:

a. Executing an Indemnification Agreement with a Type One Indemnity in favor of the Association, holding the Association and its Management Company harmless from all claims, demands, liability and/or expense (including, without limitation, property damage, personal injury claims and attorney's fees) arising out of or encountered in connection with permitting the Damaging Vendor access into the Community ("Indemnification Agreement").

b. The Damaging Vendor shall also provide insurance policies for liability protection for bodily injury and property damage specifically naming the Association as an additional insured, with an appropriate endorsement that has both primary and non-contributory wording. Such insurance is to specifically include liability assumed by the Damaging Vendor under the Indemnification Agreement and with a further endorsement requiring thirty (30) days written notice of cancellation or policy changes be furnished to the Association. Failure to comply with all the foregoing will be grounds for the Association denying access to any Damaging Vendor. These restrictions will be removed as a requirement for any Damaging Vendor from entering into the Community upon the Damaging Vendor reimbursing the Association for any costs incurred by the Association for damage to the Common Areas caused by said Damaging Vendor.

II. LANDSCAPING RULES FOR ALL HOMES ANYWHERE WITHIN THE CITRUS COURSE COMMUNITY
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A. GENERAL

1. No exterior landscaping, trees, grass, shrub, ground cover, hedges, irrigation systems and other landscape features of a Home or existing Residential Lot shall be added to, modified, improved, or torn down unless a Request Form with plans and specifications has been submitted to and approved by the Association's Landscape Committee. **Failure to comply may subject the Owner to any and all remedies afforded the Association as enumerated in its Enforcement Procedure.**

2. All requests for Landscape Committee approval require the submission of a Request Form (see Appendix III of the Architectural Rules for appropriate Fees, and in most cases a Security Deposit (see Appendix I of the Architectural Rules).

3. All Owners shall be responsible to pay all building fees required by the City. All improvements shall be constructed by a contractor who is licensed by the State of California to perform same. Additionally, if the contractor will be employing subcontractors, said subcontractors must also be duly licensed by the State of California to perform the trade for which it has been engaged.

4. Variances from compliance with any of the landscape provisions of the CC&Rs and/or these Landscaping Rules, provided that such non-conforming use is reasonably necessary in order to carry out the general purpose and intent of the Governing Documents or is necessary to avoid extensive hardship, expense or impossibility of conformance, require written approval from the Landscape Committee and the Board of Directors. Any variance request denied by the Landscape Committee may be appealed to the Board of Directors pursuant to Civil Code Section 4765(a)(5) and if the variance request is approved, in writing, by the Board of Directors, such decision will be binding on the Association and all Owners. If such variances are granted, no violation of the covenants, conditions and restrictions contained in the CC&Rs and/or these Landscaping Rules shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provisions of the CC&Rs and/or these Landscaping Rules for any purpose except as to the particular Residential Lot and particular provision hereof by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of his/her/its Residential Lot. Any variance request shall be in writing and include payment of the applicable variance request fee. The granting of any variance request shall not constitute a waiver of any Landscaping Rules or hinder the enforcement thereof; nor shall any variance be permitted which violates any of the use restrictions contained within the Restated CC&Rs. If the request includes variances in setback measurements, the variance request fee shall be up to One Thousand Dollars (\$1,000) as determined by the Landscape Committee. For all other variance requests, the variance request fee shall be Two Hundred Dollars (\$200).

B. ARCHITECTURAL RULES. Refer to the Architectural Rules.

C. LANDSCAPING RULES.

1. General

Prior to commencement of any landscape change, modification or improvement to a Residential Lot, all landscaping additions and changes must be approved by the Landscape Committee.

2. Landscape Maintenance Areas

Except for the Custom Lots and the Cayman Condo Association, the Association is responsible to provide for landscape maintenance within the front yards of the Residential Lots ("Landscape Maintenance Area"). These Landscape Maintenance Areas extend from the street edge to the walls of the courtyard

and/or the front exterior of the building on each Residential Lot (other than Custom Lots and the Cayman Condo Association) and include only the landscaping, not the driveway, walls or other hardscape located on the front yards of the Residential Lots. The Association is responsible for plant material and irrigation within the Landscape Maintenance Areas. The efficient use of water for irrigation is of particular concern. Any landscape concerns or problems related to Landscape Maintenance Areas should be reported to the Association's manager, not employees of the landscape contractor. Except for the addition of seasonal flowers to existing planter beds, Owners may not improve, remove or alter any plant materials or component of the irrigation system within the Landscape Maintenance Areas of the Owner's Residential Lot unless first approved, in writing, by the Landscape Committee. Owners who submit a Request Form to the Landscape Committee for modifications to front yards in these Landscape Maintenance Areas understand and agree that the Association will (except for Custom Lots) continue with the Association's ongoing maintenance responsibility following approval and final inspection of the completed project.

3. Side Yard, Rear Yard and Courtyard Maintenance

a. The Owner is solely responsible for side yard, rear yard, and courtyard maintenance. For rear yards that abut the Golf Course, the Owner shall place any wall, fence, landscape bed, mow curb, rock border, pool, or other such hard border element which may interfere with Golf Course maintenance equipment at a sufficient distance, approximately one (1) to three (3) feet inside the Owner's property line depending on the property configuration, to avoid potential damage to or from Golf Course equipment encroaching on such elements and to ensure an orderly appearance of all rear yards. If the Owner's hard border elements are closer to the property line and interfere with the normal operations of the Golf Course maintenance equipment, the Owner shall be deemed to have elected to assume the responsibility to maintain such portion of the property past the Owner's delimited property edge to prevent such damage and avoid the creation of a private nuisance. Disputes between the Owner and the Golf Course arising from the failure to comply with this section shall be resolved solely between the Owner and the Golf Course.

4. Planting Standards

a. Landscaping should be designed to create a coherent and harmonious environment which is compatible with and compliments the overall theme of the Community. Plant material should relate to the scale and character used in the community landscape areas and to improvements upon the land and should be able to withstand the climatic conditions of the area.

b. Trees, shrubs and grass should provide the principal landscape image. Decorative rocks are permitted, but they should not exceed a stacked height of three feet (3') when located within five feet (5') of the front or rear yard setback.

c. Any plantings of grass on Lots adjacent to the Golf Course or Common Areas shall be the same species as the grass on the fairway edges for both the winter and summer seasons. Permanent grass must be planted and overseeded in winter months. Grass plantings must be sod, unless otherwise approved by the Landscape Committee.

d. Construction grade gravel or sand will not be allowed as a ground cover if it can be seen from the street, Common Area, Golf Course, or adjacent Residential Lots.

e. The Landscape Committee is committed to maintaining a coherent and harmonious appearance throughout the Community. While grass, trees, and shrubs have been the accepted standard for front yards, drought tolerant landscapes are acceptable provided that they harmonize with the adjacent Residential Lots, maintain a minimum grass element, and employ plants drawn principally from the list of acceptable trees and shrubs etc. maintained by the Association, and are appropriate for the exposure of the Residential Lot. Desert style landscaping is acceptable and subject to Landscape Committee approval.

D. GRADING, IRRIGATION AND DRAINAGE STANDARDS

1. Irrigation Standards. It is recommended that all irrigation systems be designed by a Landscape Architect or an irrigation specialist to insure efficient water management, erosion control and plant growth. All requests to the Landscape Committee should include irrigation plans and/or statements to the effect that irrigation will be modified at the Owner's expense to provide water efficient nozzles, bubblers, or aerators to each plant or shrub. All such irrigation changes must attach to the Owner's Residential Lot water meter.
2. Irrigation construction drawings should indicate all components used and the method of installation and operation.
3. Owners shall not interfere with the established drainage pattern over any Residential Lot within the Community unless an adequate alternative provision is made for proper drainage and is first approved, in writing by the Architecture Committee as well as the City.

E. ARTIFICIAL TURF STANDARDS

1. The Lot Owner shall submit a Request Form as provided in Appendix III of the Architectural Rules showing the plans for the proposed improvement as follows (Note: installation must be performed by a licensed contractor who holds a valid / active C27 – Landscaping Contractor license and/or C61/D12 – Synthetic Product Installation Contractor license):
 - a. Plot plan showing area to be covered including distribution of plants and trees in accordance with these Landscaping Rules and 12 x 12-inch sample of the artificial turf material proposed for installation.
 - b. Plan describing / depicting installation which shall include information as to how the following installation requirements will be met. Such plan shall also identify all materials proposed for use. Installation requirements:
 - i. Submit Materials Safety Data Sheets (MSDS) for both the artificial turf material, and, if applicable, the Crumb Rubber infill material to be used.
 - ii. Copy of manufacturer warranties for all materials.
 - iii. Copy of contractor's warranty statement for workmanship (California contractors are required to provide a minimum of 1-year workmanship warranty.)
 - c. Plans must incorporate the minimum requirements for artificial turf system installations, as follows:
 - i. Primary layer on native soil: non-woven, highly permeable soil stabilizing fabric for the soil type and conditions of installation.
 - ii. Fabrics must be porous and not impede filtration of normal watershed and/or established drainage patterns over the Residential Lot.
 - iii. Minimum 3"-5" of appropriate compactable aggregate base with subsequent or additional imported base materials and fabric layers, as required.
 - iv. Acceptable artificial turf surf fibers include: Polyethylene (PE) Polypropylene (PP), Nylon (PA) with a minimum 6 year ((Nylon (PA)) and 8 year ((PE & PP)) manufacturer warranty against UV degradations (fading and discoloration).

v. Style and color selection of artificial turf must compliment other adjacent natural lawn and landscaped grass within the Community and must meet or exceed ASTM standards.

vi. Acceptable backing materials include perforated, vertically draining, latex or polyurethane coated materials to provide the optimum tuft bind and maximum permeability. Horizontally draining backings must not be infilled; infill materials are prone to migrate into drainage systems.

vii. Acceptable infill materials will include but are not limited to: acrylic coated silica sand, recycled PET beadlets, thermo-plastic elastomer coated silica sand, semi-round silica sand. Sub-angular silica sand may not be used as infill materials. Recycled rubber crumb is an acceptable infill only when accompanied by a Materials Safety Data Sheet (MSDS) that certifies the level of hazardous materials is at or less than that established within California State Code.

F. SEASONAL FLOWERS

The Association will provide seasonal flowers for all entrances and common area impact beds. Owners are permitted to plant seasonal flowers in existing planter beds and tree rings within the Residential Lot's front yard without the prior approval of the Landscape Committee, as noted in Section II.C.2 above. Requests to add additional seasonal flower beds must be submitted to the Landscape Committee for approval. The submitted plan should identify size, shape, and location, as well as a description of the intended seasonal flowers. Each request shall include an irrigation plan wherein the irrigation is hooked up to the Owner's irrigation system providing water to the rear and/or side portions of the Residential Lot. Such landscaping and irrigation shall be maintained by the Owner in a manner consistent with these Landscaping Rules. New flower beds are not permitted to be fallow at any time (even in summer or winter).

G. HEDGES

1. All hedges located in the front yard that mark the boundary with an adjacent Residential Lot will be maintained at a height not to exceed four (4) feet (from both sides and from grade level) to allow visibility for vehicles exiting garages. Front yard hedges are not permitted adjacent/parallel to the street curb.

2. Hedges that are planted in rear yards as privacy screens between Residential Lots must be maintained to a height not to exceed ten (10) feet.

3. Residential Lots that use hedges or other landscape material in lieu of any other form of golf ball screen may be granted a height variance if needed to protect the Residential Lot from golf ball damage. Such a variance would require the approval of the Board of Directors.

H. TRELLIS

A free standing trellis will not be permitted. A trellis attachment to a Home should be referred to the Architecture Committee for approval.

I. LIGHTING SYSTEMS

Landscape lighting systems may be added to interior courtyard/entryways/front and rear yards and patio areas. All such systems are subject to Landscape Committee approval. The Association is not responsible for the repair or replacement of landscape lighting systems added to front yards. The lighting shall not be objectionable to neighbors. Flashing, blinking, and/or strobe lights are prohibited. The lighting shall be aimed down onto flower beds, bushes, and walls. No lighting shall be aimed directly at other buildings. All lighting systems shall be maintained in a good state of repair.

J. APPROVAL PROCEDURES FOR LANDSCAPE IMPROVEMENTS

Step 1. Plans and Specifications.

For all landscaping improvements, prepare one (1) complete set of plans, drawings, and any other related documentation for the proposed installation or modification, including all measurements of any improvement (with length, width and depth) and the distance to adjoining Residential Lots lines in feet and/or inches. Residential Lot lines and Home location must be shown. A description or photograph of the new plant material should also be included. The Association reserves the right to request additional copies of the plans, drawings or related documentation if required. Submit these plans and related documentation to the Association's Management Company, who will forward them to the Landscape Committee for review and approval.

Step 2. Request Form

Obtain and complete the Request Form (see Appendix III of the Architectural Rules) and submit it to the Association's Management Company, along with all plans and specifications described in Step 1. Any Request Form shall be deemed incomplete and the Landscape Committee shall disapprove any and all plans and/or specifications submitted to it for approval if the Owner fails to deliver the required Fees and Security Deposit referenced herein.

Step 3. Fees / Security Deposit

a. The Request Form and accompanying documentation shall be returned to the Association accompanied with a non-refundable administrative fee (if applicable) and, if applicable, any variance request fee. If the Request Form includes variances in setback measurements, the variance request fee shall be up to One Thousand Dollars (\$1,000), as determined by the Landscape Committee. For all other variance requests, the variance request fee shall be Two Hundred Dollars (\$200).

b. Projects as designated on Appendix I of the Architectural Rules shall be accompanied by a Security Deposit as indicated. Security deposits shall not exceed Five Thousand Dollars (\$5,000). All deposits shall be paid to the order of the Association. The Security Deposit shall be placed in a passbook account to be drawn against by the Association to pay all Association costs incurred to repair any damage to the Common Areas, Golf Course, or neighboring properties caused by the landscape improvement, if such damage is not corrected or repaired by the Owner or Owner's contractor. The Security Deposit can also be used to satisfy any and all direct costs to the Association that relate to the landscape improvement and any other costs, such as compliance assessments imposed under the Association's Enforcement Procedure, directly related to the failure to comply with these Landscaping Rules.

Note: Any Request Form shall be deemed incomplete if the Owner fails to deliver the administrative fee (if applicable), security deposit and, if applicable, variance request fee referenced above.

Step 4. Landscape Committee Approval or Disapproval

a. Association will review Request Forms for adequacy of information and will forward the Request Form to the Landscape Committee for review. The Landscape Committee may visit the site to understand the scope of the modification and/or improvement. If a Request Form is determined to be incomplete and/or additional documentation or inquiry is required, an Association representative shall inform the Owner in writing as soon as possible. In such an event, a Request Form requiring more documentation and/or information shall not be deemed "complete" or "submitted." If at any time, a portion of the plans or related documents submitted to the Landscape Committee is later determined by the Committee to be ambiguous and/or fails to provide sufficient detail, the Association reserves the right to require the Owner to submit additional plans for review. In such an event, Association may withhold approval for that portion of the modifications, which was not clearly identified until it has been modified to

conform to the Association's requirements.

b. If the Landscape Committee approves the Request Form and its accompanying plans and specifications, construction of the landscape improvement may proceed upon notification to the Owner in writing by the Association's Management Company (see Notice to Proceed, Appendix VI of the Architectural Rules). **NO CONSTRUCTION RELATED TO THE LANDSCAPE IMPROVEMENT MAY BEGIN UNTIL OWNER HAS RECEIVED THE *NOTICE TO PROCEED*.**

c. If a portion of the plans or related documents submitted to the Landscape Committee is later determined by the Landscape Committee to be ambiguous and/or fails to provide sufficient detail, the Association reserves the right to require the Owner to submit additional plans for review. In such an event, the Association may withhold approval for that portion of the modification(s) which was not clearly identified until it has been corrected to conform to the Association's requirements.

d. If approval is denied by the Landscape Committee or a condition is imposed by the Landscape Committee with which the Owner disagrees, the Owner may appeal such denial or imposition of conditions to the Board of Directors within fifteen (15) days of the Landscape Committee's decision by submitting a written request for appeal. (See sample of Appeal Form, attached as Appendix VII of the Architectural Rules.) The written request shall be reviewed by the Board within thirty (30) days of the Association's receipt of the written request.

e. In the event the Landscape Committee fails to provide a written response to the requesting Owner within thirty (30) days of receipt of a completed Request Form (or any extension thereof), the requesting Owner may submit his/her Request Form to the Board of Directors for review. Such failure by the Landscape Committee shall not be deemed approval of the Request Form. The Landscape Committee shall have the right to extend this thirty-day time line for an additional thirty (30) days upon written notice to the Owner.

f. Pursuant to Section 8.12.8 of the CC&Rs, the approval of the Landscape Committee of any plans, drawings or specifications for any work of improvement done or proposed, or for any other matter requiring the approval of the Landscape Committee shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval by the same or some other Owner.

Step 5. Submission Of Plans To the City and Building Permit Obtained From the City.

Owner shall secure Building Permits, if required by the local governmental entity. Owner understands the City may not approve any plans which have not yet been approved by the Association's Landscape Committee. Owner shall notify the Association's Management Company in writing at least seven (7) days prior to the commencement of construction, which shall not be initiated unless/until Landscape Committee approval has been received, the Association has issued the Notice to Proceed, and a building permit (if applicable) has been issued by the City. The Management Company shall acknowledge receipt of the written notice.

Step 6. During and after Completion.

a. Owner shall be responsible for compliance with these Landscaping Rules. Owner is also responsible for the actions of all Contractors, subcontractors, material suppliers and all other invitees ("Invitees") entering the Project under his/her direction and/or at the request of the Owner's Contractor.

b. Owner is responsible for any damage to existing Common Area structures (i.e., gatehouse, walls, gates, etc.), landscaping, irrigation, or electrical elements, as well as any other improvement within the project. During construction, if any damage is found, Owner shall be responsible to repair/replace such

damage within five days upon written notice from the Association.

Demolition/Replacement of Landscape and/or Irrigation System (in Common Area and/or Owner Residential Lot).

In the event that Owner receives approval by the Landscape Committee or Board to demolish landscape materials and/or irrigation systems, as part of this Request Form, Owner shall agree to the following specific requirements:

a. If removal and/or relocation of any (1) Association plantings, shrubs and flower beds; (2) Association underground irrigation systems; (3) Association or Owner walls; and/or (4) hardscape materials (hereinafter, individually and collectively, "Moved Elements") is required to allow access of excavation equipment, Owner agrees that any Moved Elements removed or relocated for the construction of the Landscape Improvement shall be replaced with equal or better materials upon written approval by Landscape Committee **within thirty days of removal of the Moved Elements**. The costs related to Moved Elements, shall be paid by Owner and not by the Association.

b. **Failure to comply with the thirty-day deadline to replace any Moved Elements as described above could be considered a Continuous Violation as enumerated in the Association's *Enforcement Procedure*, resulting in an Expedited Hearing and a daily Compliance Assessment which may be retained from the Security Deposit.**

Step 7. Inspection of Completed Landscape Improvement and Return of Security Deposit.

a. Upon completion of the Landscape Improvement, Owner shall notify the Association's Management Company of its completion in writing.

b. The Landscape Committee shall then inspect the Landscape Improvement to insure that it conforms with the plans and that no damage has occurred to the Common Area or neighboring properties. The Landscape Committee also reserves the right to inspect the improvement during any stage of construction to insure that the improvement complies with the approved plans and specifications.

c. In addition to the remedy enumerated in Step 6.b above, in the event it is determined that the Common Area or neighboring properties have been damaged by the construction of the landscape improvement, Owner shall be obligated to pay for such damage. If the Owner fails to make appropriate repairs, the Association shall demand in writing correction and a date certain by which the Owner must comply. If the Owner fails to comply within the time provided by the Association, the Association shall have the right to facilitate the repairs and the monies required to repair the damage shall be retained from the deposit. If additional amounts are required beyond the amount of the deposit, Owner shall pay any additional amounts immediately to the Association upon written request and documentation. If Owner fails to comply by facilitating the required repairs and/or pay the additional amounts upon written request, the Association shall have the right to proceed to an Expedited Hearing Notice, which may result with the imposition of a Compliance Assessment and suspension of voting and/or Common Area privileges in accordance with its *Enforcement Procedure*. Failure to pay said Assessment within thirty (30) days may also result in suspension of cable television and internet services with an additional Assessment to reinstate said service.

d. When the landscape improvement has been given final approval by the Landscape Committee and upon final sign-off signature on Notice of Completion by the Association (see sample Notice of Completion in Appendix VIII of the Architectural Rules), the deposit amount, less any costs as enumerated in Step 3 and 7.c. above shall be returned to the Owner within thirty (30) days of final approval, along with an itemization of any monies withheld.

III. LANDSCAPING RULES FOR NEW HOMES

A. GENERAL

All Owners and developers of new Homes shall be responsible for complying with all of the Association's Landscaping Rules as set forth in Section II of these Landscaping Rules, as well as the provisions of this Section, and making his/her contractor and/or builder familiar with applicable requirements. All Owners shall also be responsible for complying with the Association's *Construction Rules* (See the Architectural Rules) and its *Enforcement Procedure*. **Failure to comply may subject Owners to any and all remedies afforded the Association as enumerated in its *Enforcement Procedure*.**

B. ARCHITECTURAL RULES. Refer to the Architectural Rules, Standards and Guidelines.

C. LANDSCAPING RULES.

1. General

Prior to commencement of work, all landscaping additions and changes must be approved by the Landscape Committee. Specifications on landscape materials shall include type and size of said materials. Plant materials shall be conducive to the desert and in keeping with overall project design.

2. Planting Standards.

a. Landscaping should be designed to create a coherent environment which is compatible with and compliments the overall theme of the Citrus Course Community. Plant material should relate to the scale and character used in the community landscape areas and to improvements upon the land and should be able to withstand the climatic conditions of the area.

b. Trees, shrubs and grass should provide the principal landscape image. Decorative rocks are permitted, but they should not exceed a stacked height of three feet (3') when located within five feet (5') of the rear yard setback.

c. Any plantings of grass on Residential Lots adjacent to the Golf Course or Common Areas shall be the same species as the grass on the fairway edges for both the winter and summer seasons. Permanent grass must be planted and overseeded in winter months. Grass plantings must be sod, unless otherwise approved by the Landscape Committee.

d. Construction grade gravel or sand will not be allowed as a ground cover if it can be seen from the street, Common Area, Golf Course, or adjacent Residential Lots. Except within front yards, desert style landscaping is acceptable and subject to Landscape Committee approval.

e. The Association is committed to maintaining the existing front yards' aesthetics within the Community. While grass, trees, and shrubs have been the accepted standard for front yards, so desert landscaping in the front yard will not be permitted. Desert style landscaping is acceptable in the courtyard, side yard and fairway/rear side of the Residential Lot. The Association encourages the use of drought-tolerant planting materials as acceptable plant materials that can be used within our Community. A listing of recommended drought-tolerant plant palette is available from the Association Management office. Changes to the landscaping in the front yard, courtyard, side yard, and fairway/rear side of an Owner's Residential Lot are subject to Landscape Committee approval, except as outlined in Section I. Paragraph B of these Landscaping Rules.

D. IRRIGATION.

1. Irrigation Standards. It is recommended that all irrigation systems be designed by a landscape architect or an irrigation specialist to insure efficient water management, erosion control and plant growth.
2. Irrigation construction drawings should indicate all components used and the method of installation and operation.

E. APPROVAL PROCEDURES FOR NEW HOMES AND RELATED IMPROVEMENTS

1. Submittal Requirements.

a. Approval Request Form. A completed Request Form (Appendix IV of the Architectural Rules).

b. Plans and Specifications. For any new construction of new Homes which includes landscape installation, one (1) complete set of plans and specifications, drawings and any other related documentation, as well as the appropriate Fee and Security Deposit pursuant to the schedule noted in Appendix II, shall be submitted to the Management Company for the Community. The Management Company will forward the landscape related portions of these plans and specifications to the Landscape Committee for review and approval.

c. Fees. The fees for the cost of processing any request for new Homes shall be as noted in the Fees and Security Deposit Schedule (see Appendix II of the Architectural Rules), subject to change at any time by a majority vote of the Board of Directors. Additionally, if the Request Form includes variances in setback measurements, the variance request fee shall be up to One Thousand Dollars (\$1000), as determined by the Landscape Committee. For all other variance requests, the variance request fee shall be Two Hundred Dollars (\$200).

d. Security Deposit. In conjunction with the submission of a Request Form for new Homes (see Appendix IV of the Architectural Rules), a Security Deposit is required as noted in the Fees and Security Deposit Schedule (see Appendix II of the Architectural Rules). The Security Deposit shall be placed in a passbook account to be drawn against by the Association to pay all Association costs incurred to repair any damage to the Common Areas or neighboring properties caused by the landscape improvement, if such damage is not corrected or repaired by the Owner or Owner's contractor. The Security Deposit can also be used to satisfy any and all direct costs to the Association that relate to the landscape improvement and any other costs, such as any compliance assessment imposed by the Association under the provisions of the *Construction Rules* (See the Architectural Rules) and its *Enforcement Procedure*, directly related to the failure to comply with the attached *Landscaping Rules*.

2. Plans and Specifications Schedule

a. **SUBMITTAL NO. 1 — REVIEW OF PRELIMINARY PLANS/SPECIFICATIONS:** A review of preliminary plans and specifications is required in order to save costly revisions in final drawings. This review procedure is intended to disclose development concepts at an early stage so that the consistency with landscape standards and the governing documents can be immediately assessed and projects will not proceed that are in conflict with the rights of other Owners and the Association. The preliminary plan stage is also an opportunity for the Landscape Committee to provide input into the design prior to the preparation of final construction drawings as described in the Submittal No. 2 step of the process.

The following is required for Submittal No. 1:

Plans and Specifications: Minimum Scale 1/8":1"-0"

- (1) Show the nature, kind, shape color, size, height, materials to be used and location of any proposed landscape improvements or alterations, as well as revised / new irrigation components;
- (2) Show the name, address and telephone number of the contractor to be performing work;
and
- (3) Show any other information required by the Landscape Committee.

Submittal No. 1 Review. When the Landscape Committee has determined that all requirements for Submittal No. 1 have been met, the Committee must confer within thirty (30) days and either approve or disapprove the proposed Submittal No. 1. The Landscape Committee shall have the right to extend this thirty (30) day timeline for an additional thirty (30) days upon written notice to the Owner. In the event the Landscape Committee fails to provide a written response to the requesting Owner within thirty (30) days of receipt of a completed submittal (or any extension thereof), the requesting Owner may submit his/her Request Form to the Board of Directors for review. Such failure by the Landscape Committee shall not be deemed approval of the Request Form. Any landscape submission which is a variance from the Landscaping Rules shall require approval by the Board of Directors. All approvals by the Board of Directors, if applicable, must be in writing. Oral approvals shall not be deemed effective. Should the Landscape Committee disapprove any submittal, the Owner shall have a period of fifteen (15) days to appeal the disapproval by the Landscape Committee to the Board of Directors, in which case the Board of Directors shall review the requesting Owner's landscape submission and render a decision within thirty (30) days of receipt of the request. Any variance request shall be in writing and include payment of the applicable variance request fee. The granting of any variance request shall not constitute a waiver of any Landscaping Rules or hinder the enforcement thereof; nor shall any variance be permitted which violates any of the use restrictions contained within the Restated CC&Rs. If the request includes variances in setback measurements, the variance request fee shall be up to One Thousand Dollars (\$1,000) as determined by the Architectural Committee. For all other variance requests, the variance request fee shall be Two Hundred Dollars (\$200). Upon approval of the Submittal No. 1, the Owner should diligently proceed to submit his/her plans and specifications to the City.

Pursuant to Paragraph 8.12.8 (Landscape) of the CC&Rs, approval by the Landscape Committee of any plans, drawings or specifications for any work of improvement done or proposed, or any waiver thereof, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval by the same or some other Owner. Different location for improvements, the size of the structure, proximity to other residences or the Common Area and other factors may be taken into consideration by the Board or Committee in reviewing a particular submittal.

b. SUBMITTAL NO. 2 — WORKING DRAWINGS, PLANS FOR LANDSCAPE (Note: Submittal No 2. and Submittal No. 1 can be combined)

The following is required for Submittal No. 2:

Working Drawings: Minimum Scale 1/4": 1"-0"

- (1) All drawings not submitted under the Submittal No. 1 process, and drawings requiring revisions by the Landscape Committee.
- (2) Written specifications for all proposed work.

Landscape Plan:

- (1) Show drainage for surface and subsurface, including direction of flow and type and size of system.

- (2) Show soil preparation and irrigation specification.
- (3) Show type, size and location of all plant material.
- (4) Show all fences, walls, trellises etc., arbors, and their location, material and color.

Submittal No. 2 Review. When the Landscape Committee has determined that all the requirements for Submittal No. 2 have been met, the Landscape Committee will review this submittal in accordance with the procedures and the time periods used for review of Submittal No. 1. This review will include, but is not limited to, a determination of whether the submittal is consistent with Submittal No. 1 and, if not, the reasons for any discrepancies, and will include the review and approval or disapproval of all plans.

When the work has been completed and given final approval by the Landscape Committee, the Security Deposit amount, less any costs as enumerated in the Fees and Security Deposit Schedule pursuant to Appendix II of the Architectural Rules shall be returned to the Owner within thirty (30) days of final approval, along with an accounting of any monies withheld.

3. Further Procedures for All New Home Construction

All new home construction shall also comply with the procedures identified as Steps 4 through 7 of Section II, Pages 12 through 14 of these Landscaping Rules.