

Hill N' Dale  
Architectural Guidelines  
For Patio Expansion

1. All owners wishing to extend their patios must obtain architectural approval from the Board of Directors, prior to beginning installation.
2. The Board of Directors may deny an application for any reason.
3. There are some units that will be unable to extend their patios, including any units that a patio extension would extend into an existing fence, wall or railing.
4. Patio extensions may be no larger than 6 x 8.
5. Patios may not extend past more than one set of windows.
6. All extensions must conform to the existing patio, including fencing and slabs (fence must match and slab must match).
7. Concrete must be reinforced.
8. Any slab poured on a slope must have pilings below the slab.
9. Patio extensions must not intrude into any neighboring unit or in front of windows of any neighboring unit.
10. Fence support posts for extensions must be metal posts set in concrete, to match the existing posts.
11. Homeowner will take on the responsibility of any and all repairs and maintenance to the extension portion of the fence and slab.
12. Homeowner will bear the cost of removal of any landscape that may need to be removed to accommodate the extension. Homeowner will also be responsible for the cost of all plants that cannot be transplanted to another location. The HOA landscapers will remove and replant as needed and the HOA will bill the owner for the costs. Please note that there may be charges that are incurred if the transplanted plants do not survive in their new locations.
13. Homeowner will bear the cost of relocation of any sprinklers that would be inside the new patio extension. Each homeowner must coordinate with the HOA landscapers to ensure the slab is not poured on top of any existing irrigation lines.
14. Homeowners may not alter or eliminate any existing slopes or drainage (including downspout drainage) without a specific plan and approval from the Board of Directors.
15. Sewer clean outs may not be covered for any reason. Concrete must be poured around the clean out. The HOA reserves the right to enter the patio, without notice to the owner, for the purpose of maintenance and cleaning of any sewer drain that may be located inside the new fence.
16. Patio covers are not allowed.
17. Homeowner assumes the responsibility for any and all damages to their own unit, the common area and any other unit as a result of the patio extension or installation.

I \_\_\_\_\_ (owner) will adhere to all of the above rules for extension of the patio fence.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

This form MUST accompany the architectural application when submitted to the Board for approval.

## **HILL 'N DALE TOWNHOMES OWNERS' ASSOCIATION, INC.**

### **ARCHITECTURAL STANDARD FOR SATELLITE DISHES**

Installation of satellite dishes of one (1) meter or less in diameter, and other communication-receiving antennae or devices covered by the Federal Telecommunications Act of 1996 (the "Act") (collectively referred to in this architectural standard as "qualified satellite receiver"), may be installed inside the Owner's Unit, and in the Owner's Exclusive Use Common Areas as provided per this architectural standard.

Satellite dishes larger than one (1) meter in diameter, and any other antennae not covered by the Act, are prohibited. Qualified satellite receivers may not be installed on any part of the Association Common Areas except for the Owner's Exclusive Use Common Areas appurtenant to Owner's separate interest.

An Owner may install a qualified satellite receiver on such location inside the Owner's Unit, or in the Owner's Exclusive Use Common Areas including patios or balconies as Owner shall determine is appropriate for the signal strength desired. If more than one location inside the Unit or Exclusive Use Common Areas will provide the requisite signal strength, the qualified satellite receiver shall be installed in such location as will minimize the visual effect of the equipment on the Common Areas and other residents. If placement is found to be obtrusive, Owner may be requested to camouflage installation with plants or other decor. Qualified satellite receivers are not permitted on common property such as roofs, eaves, or exterior walls.

Owner, and any successors-in-interest, are responsible to maintain the qualified satellite receiver and wiring in good repair and not permit same to become unsightly.

Owner, and any successors-in-interest, are responsible for any removal, relocation, and/or reinstallation of the qualified satellite receiver in the event repairs to the Exclusive Use Common Area are required.

Owner, and any successors\*in-interest, shall indemnify and hold harmless the Association and its agents, directors, officers, and employees, from any and all loss, claim, damage, injury, judgment, or cost including attorneys' fees and Court costs, resulting from or arising out of Owner's installation, maintenance, or use of the qualified satellite receiver, to the extent that Owner's negligence in installation, maintenance, and/or use of the qualified satellite receiver caused or resulted in the loss, claim, damage, injury, judgment or cost, including attorneys' fees and Court costs being indemnified.

Owner, and any successors-in-interest, agree to remove the dish and cabling in the event use of the qualified satellite receiver is discontinued, inoperative, or not included with sale of unit, and restore the Exclusive Use Common Area to its original condition.

Nothing in this policy is intended to unreasonably increase the Owner's cost of installing a satellite receiver, unreasonably delay the installation, or unreasonably decrease the reception of the signals received. Should any Owner believe that anything in this policy does unreasonably affect the cost, delay installation, or decreases signal strength, the Owner is encouraged to contact the Board of Directors to discuss and resolve the matter.

Nothing in this policy is to be interpreted as being in contravention of the Act regarding the installation, maintenance, and use of satellite dishes. Should any portion of this policy be interpreted as contravening the Act, that section or sections shall be considered immediately modified to conform to the Act. Should it be impossible to so modify the section or sections, that section or sections shall be deemed severable from the remainder of the policy, and shall be of no force and effect whatsoever.

Prior to, or simultaneously with, the installation of the qualified satellite receiver, the Owner of the Unit shall execute a copy of this policy and provide the signed copy to the Board of Directors.

This architectural standard for satellite receivers was adopted by the Board of Directors of HILL 'N DALE TOWNHOMES OWNERS' ASSOCIATION, INC. at its meeting held on September 19, 2000, San Diego, California.

The terms and conditions outlined in the above architectural standard are hereby accepted.  
Satellite receiver has been installed at the following location:

Owners' Name (Print) \_\_\_\_\_ Property Address \_\_\_\_\_

Owner's signature \_\_\_\_\_ Date \_\_\_\_\_

Owner's signature \_\_\_\_\_ Date \_\_\_\_\_

## **Replacement Windows & Patio Doors**

All owners are required to submit an architectural application for the Board of Directors to review prior to the commencement of any window or patio door replacement. All window/patio door replacement applications *must* include the window manufacturer, type, size and quantity as well as information on the contractor who will be installing the windows, including all insurance, contractor's license and bond requirements.

**Aluminum:** If you are planning on replacing your windows with aluminum windows, you must replace with aluminum windows of equal appearance, dimension and material as the existing aluminum windows. All windows visible from the Common Area must be sliding windows only.

**White Vinyl:** If you are planning on replacing your windows with vinyl windows, you must replace with white, vinyl windows with no grids. All windows visible from the Common Area must be sliding windows only.

All windows on the bottom and next to the sliding glass door must be replaced with tempered glass.

The Board will review and consider tinted windows on a case by case basis.

As with any owner upgrade, the maintenance, repair, and replacement costs are the owner's responsibility.

The Association shall not be responsible for any repair or maintenance costs directly or indirectly attributable to the installation and/or operation of the windows and/or doors.

**APPLICATION FOR ARCHITECTURAL APPROVAL**  
**TEMPORARY PLACEMENT OF WINDOW AIR CONDITIONERS**  
**HILL N DALE**

PLEASE PRINT

1. OWNER'S NAME: \_\_\_\_\_ UNIT # \_\_\_\_\_

OWNER'S ADDRESS: \_\_\_\_\_ PHONE # \_\_\_\_\_

TENANT NAME: \_\_\_\_\_ PHONE # \_\_\_\_\_

We would like to request approval to temporarily install in our home a window A/C unit. We understand that window A/C units are normally prohibited at Hill N' Dale, however the Board of Directors has voted to allow A/C units on a temporary basis during the summer months. We understand that while this is currently allowed, this does not necessarily mean that the same will occur in subsequent years.

Date of installation: \_\_\_\_\_

Date of removal: \_\_\_\_\_ (must be no later than October 31)

A/C units may not be attached to the exterior of the building in any manner. Any damage to the exterior of the building or any common area, including landscaping, as a result of a window A/C unit will be billed to the homeowner.

Approval of this application does not constitute approval for additional units or subsequent years.

Homeowner signature: \_\_\_\_\_ Date \_\_\_\_\_

Approval: \_\_\_\_\_ Architectural Committee Chair. Date \_\_\_\_\_

This application must be submitted to the Hill N' Dale Board of Directors for approval before installation of A/C units. Applications may be mailed or faxed to PHOAC at the address below.

***Professional HOA Consultants***  
***8181 Mission Gorge Road***  
***Suite E***  
***San Diego, CA 92120***  
***619-229-0044 - phone***  
***619-229-0047 - fax***