

ARTICLE 7 — ARCHITECTURAL AND DESIGN CONTROL

7.1 **General.** Any change or improvement to the exterior of a Unit, any exclusive use common area, or to the interior which affects the exterior of Unit, or any mechanical or service systems (HVAC systems, gas, water or electrical pipes or wires, etc.), or the structural integrity of any building, shall be governed by this Article. Changes or improvements to the Common Area by the Association do not need to comply with the requirements of this Article. The powers and duties set forth in this Article shall be vested in, and exercised by, the Board or, if so designated, the Architectural Committee. The Board may establish an Architectural Committee as provided herein to assist the Board in reviewing architectural submittals, and to provide recommendations to the Board with regard to approval or disapproval of any submittal. The foregoing notwithstanding, if the Board has delegated architectural review to the Architectural Committee, the Architectural Committee shall be responsible for approving or rejecting any architectural submittal in conformance with the Architectural Rules. Any architectural submission which does not conform to and is a variance of the Association's Architectural Rules shall require approval by the Board of Directors.

7.2 **Architectural Changes Not Requiring Prior Approval.** Nothing contained herein shall be construed to limit the right of an Owner to (1) paint the interior of his/her or her Unit any color desired and make minor repairs to the exterior of the Unit; (2) improve or alter any improvements within the interior of the Unit, provided such improvement or alteration is in accordance with the Architectural Guidelines, and does not impair or alter the Common Area, any utilities, or other systems servicing the Common Area or other Units; or (3) landscape within the patios, entryways or sideyards maintained by Unit Owner provided it is consistent with landscape rules adopted by the Board and provided such landscaping does not impair or alter the Common Area, any utilities, or other systems servicing the Common Area or other Units.

7.3 **Architectural Changes Requiring Prior Approval.** Nothing may be erected, placed or planted on the exterior of any Unit, or on the Common Area by any Owner, including any building, fence, wall, pool, spa, obstruction, outside or exterior wiring, balcony, screen, patio, patio cover, tent, awning, atrium cover, courtyard cover, trellis, tree, grass, shrub or other landscaping, any improvement or structure of any kind without the prior written approval of the Board or the Architectural Committee, if such authority is so delegated. Modifications to the interior of Units which have the potential to affect the Common Area walls, roofs or other areas also shall require Association prior approval. Additionally, prior written Architectural Committee and/or, if appropriate, Board approval shall be required for any alteration, modification, painting or other change or addition to any existing exterior improvement or landscaping.

7.4 **Procedure for Obtaining Approval of Architectural Changes.** The procedure for obtaining approval of any architectural change shall be as follows:

7.4.1 Complete plans and specifications showing the nature, kind, shape, color, size, height, materials to be used and location of any proposed improvements, alterations or landscaping, as well as the proposed contractor and any other information as required by the Board, shall be prepared by the requesting Owner and submitted to the Architectural Committee.

7.4.2 The Architectural Committee shall review the submission and provide a written approval or disapproval of any such submission, including the reasons for any decision, to the requesting Owner within sixty (60) days of receipt of such submission.

7.4.3 In the event the Architectural Control Committee fails to provide a written response to the requesting Owner within sixty (60) days of receipt of a completed application (or any extension thereof as provided below), the requesting Owner may submit his/her application to the Board of Directors

for review. Such failure by the Architectural Committee shall not be deemed approval of the architectural application / submission. The Architectural Control Committee shall have the right to extend this sixty-day time line for an additional sixty (60) days upon written notice to the Owner. In considering any architectural submittal in conformance with the Architectural Guidelines, if the Architectural Control 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 Control 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 sixty (60) 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 Control Committee and Board of Directors in accordance with Section 7.8 below. All approvals by the Architectural Committee or Board of Directors must be in writing. Oral approvals shall not be deemed effective.

7.4.4 Once an Owner has obtained approval for an architectural submittal, work on such approved submittal shall promptly commence and shall be completed within a reasonable time.

7.5 **Inspection of Work.** The Board may require that final approval of an architectural submittal be conditioned upon an inspection of the completed work. Provided a final inspection is required, the Owner shall be responsible for the costs associated therewith. After such inspection, the Board shall provide the Owner with written notice of either a letter of completion or a letter of noncompliance, setting forth either: (a) all improvements made and other work completed by said Owner complies with the Governing Documents, or (b) such improvements or work do not so comply, in which event the notice shall identify the non-compliance improvements or work and set forth with particularity the basis of such non-compliance. In the event the work is found not to comply with the Governing Documents, the Owner shall promptly correct such deficiency and reapply for another inspection, or shall remove the proposed improvement and return the area to its original condition. Members of the Architectural Committee, Board of Directors, and/or appropriate Association staff, after giving due notice, may enter upon any Unit without liability of the owner for the purpose of enforcing any and all provisions of this Article 7.

7.6 **Standard of Architectural Review.** An architectural submittal made by an Owner shall be reviewed for conformity with the Architectural Rules. Additional factors to be considered include, but are not limited to, the quality of proposed workmanship, the design and harmony of the improvement with existing structures, the location of the improvement in relation to surrounding structures, topography, drainage and finish grade elevation, Owner and contractor insurance coverage, compliance with governmental permit requirements and contractor license status.

7.7 **Architectural Rules.** The Board may, in its sole discretion, adopt, amend and repeal, as it deems necessary and by majority vote, rules and regulations to be known as "Architectural Rules." Said Architectural Rules shall interpret and implement the provisions of this Article by setting forth the standards for review by the Board and Architectural Committee and guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in the Project, provided, however, that said Architectural Rules shall not be in derogation of the standards required by this Restated Declaration. The Architectural Rules may also address the information which is required to be presented in connection with an architectural submittal.

7.8 **Variances from Architectural Rules.** Upon application by an affected Owner, the Board may grant variances from the requirements of the Architectural 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 shall be in writing and shall not constitute a waiver of any Architectural Rule or hinder the enforcement thereof.

7.9 **Architectural Committee.** The Architectural Committee shall consist of three (3) to five (5) members, formed as follows:

7.9.1 The Board shall have the right and the duty to appoint all of the members of the Committee.

7.9.2 Members appointed to the Committee by the Board shall be Members of the Association.

7.9.3 Members shall be appointed for terms as prescribed by the Board, provided that no term may be less than one (1) year. Notwithstanding the foregoing, all members of the Committee may be removed by the Board at any time with or without cause.

7.9.4 The Committee shall meet as often as it deems necessary to properly carry out the obligations imposed upon it, unless otherwise directed by the Board.

7.9.5 The vote or written consent of the majority of the Committee shall be required for any recommendation.

7.10 **Compensation.** The members of the Board and Architectural Committee shall receive no compensation for services rendered, other than reimbursement by the Association for expenses incurred by them in the performance of their duties hereunder.

7.11 **Liability.** Neither the Board, the Architectural Committee nor any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, and (c) the development of any property within the neighborhood.

7.12 **Enforcement.** In addition to other enforcement remedies set forth in this Restated Declaration, the Board or Architectural Committee shall have enforcement rights with respect to any matters required to be submitted to and approved by it, and may enforce such architectural control by any proceeding at law or in equity in accordance with this Section.

7.12.1 No work for which approval is required shall be deemed to be approved simply because it has been completed without a complaint, notice of violation or commencement of a suit to enjoin such work.

7.12.2 The Board or Committee shall have the authority to order an abatement of any construction, alteration or other matter for which approval is required to the extent that it has not been approved by the Board or Committee or if it does not conform to the plans and specifications submitted to the Board or Committee.

7.12.3 If the Owner fails to remedy any noticed noncompliance within thirty (30) days from the date of such notification, the Committee shall notify the Board in writing of such failure.

7.12.4 The Board shall then set a date on which a hearing before the Board shall be held regarding the alleged noncompliance. The hearing date shall not be more than thirty (30) days nor less than ten (10) days after the notice of the noncompliance is issued by the Board to the Owner, to the Architectural Committee, and to any other interested party.

7.12.5 At the hearing, the Owner, a representative(s) of the Committee and, in the Board's discretion, any other interested person may present information relevant to the question of the alleged noncompliance. After considering all such information, the Board shall determine whether there is a noncompliance.

7.12.6 If a noncompliance is determined to exist, the Board shall require the Owner to remedy or remove the same within such period or within any extension of such period as the Board, at its discretion, may grant.

7.12.7 If the Owner fails to take corrective action after having a reasonable opportunity to do so, the Board at its option, may pursue all legal and equitable remedies available to remedy or

remove the noncomplying improvement and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not properly repaid by the Owner to the Association, the Board shall recover such expenses through the levy of an enforcement assessment against such Owner. In addition to all of the remedies available to the Association (including but not limited to an Enforcement Assessment and/or suspension of privileges), and to the extent permitted by California law, the Association has the right to record in the office of the Riverside County Recorder a Notice of Non-Compliance against the Unit of the Owner who fails to take the corrective action as described above. This Notice shall remain against the Unit until the corrective action has been taken, as determined by the Board of Directors, at which time the Association will record a Release of said Notice.

7.12.8 The approval by 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 under this Restated Declaration, 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.

7.12.9 If any legal proceeding is initiated to enforce any of the provisions hereof, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to the costs of such proceeding.

7.13 **Non-Compliance with Laws.** Neither the Association, the Board nor the Architectural Committee shall be responsible for any non-compliance with any governmental law, rule or regulation of any building or other structure erected, constructed, installed, placed, altered or maintained in accordance with or pursuant to any plans and specifications approved by the Architectural Committee and/or Board or any defect in any conditions or requirements they may have imposed with respect thereto.

7.14 **Approval by City.** Prior to commencing any alteration or improvements approved by the Association, the Owner shall comply with all appropriate governmental laws and regulations. The Association shall not be obligated to enforce the provisions of this Section. Approval by the Association shall not be considered to satisfy the appropriate approvals that may be required by any governmental entity with appropriate jurisdiction, nor shall the approval of any governmental entity be considered to completely satisfy the requirement of Association approval. An Owner's failure to obtain such governmental approval may subject such Owner to certain penalties imposed by the governmental entity, notwithstanding the approval of the Association, which penalties shall be the responsibility of such Owner.