

Summary of Proposed Revisions, Presented to the Board of Directors for Review

GDRA Board of Directors Special Meeting

Meeting: February 27th, 2023

The following document contains a partial and unofficial summary of proposed changes to the CC&Rs, focused on sections not yet reviewed by the Board. It is intended only to assist in Board review and discussion of the proposed revisions at the February 27th Special Meeting. The full text of the proposed Governing Documents will be sent to the members for their input following Board review.

Statement from the Governing Documents Committee

The Governing Document Committee, made up of volunteer Glenshire Residents, took on the challenge of improving the CC&Rs and Bylaws that were put up for vote last year. Our goal as a committee was to reduce restrictions, clarify wording, and help members retain the ability to utilize their properties in a manner that maintains the current look and feel of Glenshire.

There will be multiple opportunities for member feedback once the board has reviewed these changes. Please visit the following link for updates:

<https://bit.ly/govdocsupdates>

Document Organization

Each section includes:

- Summary of Changes
- Original Text
- Proposed Revised Text

Recommended changes are highlighted for clarity where possible.

4.18 Mailboxes – Changed required approval by “committee” to “association” in 2 places.

Original:

4.18 Mailboxes. Mailboxes which meet the U.S. Postal Service size and construction standards and which display identifying numbers do not require **Committee** approval. All other styles of mailboxes must be approved by the **Committee** and must comply with the Association Rules. The Association is not responsible for damage to any mailbox.

Proposed:

4.17. Mailboxes. Mailboxes which meet the U.S. Postal Service size and construction standards and which display identifying numbers do not require **Association** approval. All other styles of mailboxes must be approved by the **Association** and must comply with the Association Rules. The Association is not responsible for damage to any mailbox.

4.19 Use of Plastic Storm Window Covers – Section title was changed to “Use of Temporary Storm Window Covers”. Clarified wording.

Original:

4.19 Use of **Plastic** Storm Window Covers. The exterior use of **plastic** (i.e., visqueen, etc.) for **storm** windows and doors must be maintained in good repair.

Proposed:

4.18. Use of **Temporary** Storm Window Covers. The exterior use of **temporary covers** (i.e., plastic, visqueen, wood, etc.) for window and door protection must be maintained in good repair.

4.21 Clotheslines – Rewrote this section to begin with the affirmative. Maintained clothesline location restriction to back or side lots, but added that “Reasonable effort should be made to minimize visibility to the street or neighboring lots”.

Original:

4.21 Clotheslines. No exterior clothesline shall be erected or maintained on any portion of a Lot other than in the back or side yard, so long as the clotheslines are not visible from the street.

Proposed:

4.20. Clotheslines. Exterior clotheslines may be erected or maintained only in the back or side yard of a Lot. Reasonable effort should be made to minimize visibility to the street or neighboring lots.

4.13 Antennas, Roof Projections – This section was deleted, as it was redundant with the re-written version of 4.22 Antennas and Similar Devices.

Original:

^{4.13} Antennas; Roof Projections. No outside mast, tower, pole, antenna, or satellite dish shall be erected, constructed, or maintained within the Development or on any Common Area except: (a) those erected, constructed, or maintained by the Association; (b) those expressly approved by the Board of Directors; or (c) those specifically permitted by law. With respect to those masts, towers, poles, antennae and satellite dishes specifically permitted by law, the Association shall have the authority to regulate their installation and maintenance to the greatest extent permitted by law. The Owner of each Lot shall be responsible for the repair and maintenance of any mast, tower, pole, antenna, or satellite installed by him or her within the Development and shall indemnify and reimburse the Association for all costs and expenses associated therewith, including without limitation any increased costs incurred by the Association in the performance of its maintenance obligations as specified in Article 8 of this Declaration. Owners shall submit a request to the Design Review Committee before installing such devices, which shall be responded to in accordance with California and federal law.

Proposed:

Section deleted in favor of 4.22

4.22 Antennas and Similar Devices – This section was rewritten to comply with FCC regulations and to maintain minimum standards if the FCC standards were to change. This section now covers contents of the removed section 4.13 Antennas, Roof Projections.

Original:

4.22 Antennas and Similar Devices. Owners are entitled to maintain antennas on their residences which are designed for customary television and radio broadcast reception; provided however that the location of any exterior antenna or satellite dish shall be subject to the prior approval of the Architectural Committee. The Architectural Rules may also include specifications for satellite dishes, painting and screening requirements, to the full extent permitted by law. Furthermore, no activity shall be conducted on any Lot which causes an unreasonable broadcast interference with television or radio reception on any neighboring Lot.

Proposed:

4.21. Antennas and Similar Devices. Owners are entitled to maintain antennas on their residences which are designed for Over The Air (“OTA”) broadcast television, radio, and internet services. While Architectural Rules may include placement suggestions for satellite dishes, no such rules may be enforced to the extent they prevent reliable reception. The Owner of each Lot shall be responsible for the repair and maintenance of any mast, tower, pole, antenna, or satellite installed by him or her within the Development and shall indemnify and reimburse the Association for all costs and expenses associated therewith, including without limitation any increased costs incurred by the Association in the performance of its maintenance obligations as specified in Article 8 of this Declaration. Antennas and similar devices shall be subject to the following restrictions:

4.21.1. Masts for antennas shall be limited in height to no more than 12’ above rooflines.

4.21.2. No more than 3 such devices shall be erected, constructed, or maintained per lot.

4.21.3. Exceptions to the above restrictions, consistent with prevailing law and/or FCC regulations, may be provided by the Association.

4.23 – Excavation – Changed “Improvement are subject to DRC review” to “improvements may be subject to DRC review”, to align with Article 9. Deleted redundant statements referencing improvements that did not require approval, as this is better covered in Article 9.

Original:

4.23 Excavation. No work or exploration for any minerals or drilling for any minerals or mining of any minerals or quarrying of any rock, minerals, soil, or mineral of any nature shall be conducted on any Lot nor shall any excavation of any nature be made upon the Development or any portion hereof, except as provided above in Section 2.5 or in connection with the installation of utility service, drainage lines, or excavation incident to the grading of building sites or other Improvements. Underground utility trenches shall be dug so as to minimize damage to adjacent natural vegetation. Excavation and grading in connection with the construction of Improvements **are** subject to the Design Review Committee review requirements of Article 9; **however, the Architectural Rules may exempt landscaping, the addition of on- site parking areas, or other minor projects. Excavation may commence at any time after the expiration of the appeal period following Design Review Committee approval if no appeal of the project has been received consistent with Article 9, or after completion of the appeal process consistent with Article 9.** Excavation and grading must comply with state law and local ordinances.

Proposed:

4.22. Excavation. No work or exploration for any minerals or drilling for any minerals or mining of any minerals or quarrying of any rock, minerals, soil, or mineral of any nature shall be conducted on any Lot nor shall any excavation of any nature be made upon the Development or any portion hereof, except as provided above in Section 2.5 or in connection with the installation of utility service, drainage lines, or excavation incident to the grading of building sites or other Improvements. Underground utility trenches shall be dug so as to minimize damage to adjacent natural vegetation. Excavation and grading in connection with the construction of Improvements **may be** subject to the Design Review Committee review requirements of Article 9. Excavation and grading must comply with state law and local ordinances.

4.24 Permitted Hours of Construction Activity – The specifics of this section were inconsistent between Rules and CC&R documents. Hours of activity were adjusted to 7am-8pm on weekdays and 8am-7pm on weekends.

Original:

4.24 Permitted Hours of Construction Activity. Without the prior written consent of the Association, construction activities and equipment maintenance shall take place only between the hours of 7:00 A.M. and 7:00 P.M., Monday through Friday and 8:00 A.M. to 5:00 P.M. on Saturday and Sunday. Non-noise generating construction activity, such as interior painting, etc., shall not be subject to these restrictions.

Proposed:

4.23. Permitted Hours of Construction Activity. Without the prior written consent of the Association, construction activities and equipment maintenance shall take place only between the hours of 7:00 A.M. and 8:00 P.M., Monday through Friday and 8:00 A.M. to 7:00 P.M. on Saturday and Sunday. Non-noise generating construction activity, such as interior painting, etc., shall not be subject to these restrictions.

4.26 Holiday Lighting – Changed title of this section to *Decorative “Holiday” Lighting*. Defined as “unshielded decorative” lighting, and removed duration restriction tied to specific holidays. Referenced nuisance clause in Section 4.4.

Original:

4.26 Holiday Lighting. Holiday decorative lighting on the exterior of a Lot is permitted on a temporary basis so long as the lighting is removed within fourteen (14) days following the holiday or season to which the lights pertain.

Proposed:

4.25. Decorative “Holiday” Lighting. Unshielded exterior decorative lighting, “Holiday” lights, are permitted on a temporary basis, provided that they do not constitute a nuisance as defined in Section 4.4.

4.27 Vehicles and Parking – This section received a lot of member comments during the previous Governing Documents vote, and the Committee worked to rewrite this section with those comments in mind. In general, this rewrite took sections from the existing association rules and moved them into the CC&R's, which protects members rights to park on their lots in accordance with the current rules.

4.27.1 – Vehicle classification was clarified to “non commercial” and “commercial vehicles below 26,000 GVWR (Gross Vehicle Weight Rating)”. All arbitrary reference to vehicle tonnage was removed. Vehicles in these categories are allowed to be parked on an improved surface on member's lot.

4.26.1.1 Vehicle Repair – This section was added from the existing association rules to protect the ability to make repairs as allowed by the rules.

4.26.1.2 Inoperable Vehicles – Clarified definition of “inoperable vehicle”, allowed for outside storage if covered. Vehicles stored in view must have current registration.

4.26.1.3 Vehicle Covers – This section was moved from the association rules and simplified.

4.27.2 Commercial Vehicles and Storage – Clarified treatment of commercial vehicles.

4.27.3 Parking – Removed this section, as it is now redundant.

4.27.3 Ownership of Vehicles – This section was added to clarify how long guests and visitors can be parked on lots. Visible vehicles parked over 30 days must be owned by the resident of the lot, to allow a defined timeframe for visitors.

4.27.4 On Street Parking – This section was added to clarify the intent of on-street parking, and referenced “nuisance” clause for enforcement.

4.27.5 Parking Rules and Enforcement – Clarified written notice of violation in section 4.26.5.1, and added 96hr waiting period before towing in alignment with California Vehicle Code Section 22658A.

4.27 Vehicles and Parking.

4.27.1 Limitations Applicable to Specific Vehicles. No boat or other watercraft, truck, motor home, travel or camping trailer, or any other recreational vehicle shall be parked anywhere within the Development unless parked within an enclosed garage or other enclosed storage area, or, if not in an enclosed garage, then upon a surface improved to prevent erosion and sediment-containing runoff, in a location that is subject to approval by the Design Review Committee. For purposes herein, "truck" does not include a pickup truck or sports utility vehicle that does not exceed three-quarter (3/4) ton. All recreational vehicles and watercraft parked on a Lot must be owned and registered to an Owner or Resident of the Lot.

4.27.2 Inoperable Vehicles. No dilapidated or inoperable motor vehicle shall be kept, placed, maintained, constructed, reconstructed, or repaired upon any Lot or the Common Area within the Development in such a manner as will be visible from the Common Area or any adjacent Lot; provided, however, that the provision of this Section shall not apply to emergency vehicle repairs.

4.27.3 Parking. All vehicles shall be parked within a garage or driveway on a Lot, or on the street in the Development, in a neat and orderly manner.

4.27.4 Parking Rules and Enforcement. In order to prevent or eliminate any parking problems within the Development, or to further define and enforce the restrictions contained in this Section, the Board shall have the authority to adopt further reasonable Rules and restrictions regarding vehicles and parking within the Development as the Board may deem prudent and appropriate. The Board shall also have the power to impose fines and other sanctions for violations of provisions of the Governing Documents relating to vehicles and parking. Such authority and power shall include, without limitation, the power and authority:

4.27.4.1 To cause the towing, at the vehicle owner's expense, of vehicles which are parked within the Development in violation of any of the provisions of the Governing Documents, provided that towing of vehicles of guests and other non- Residents of the Development shall be subject to the provisions of applicable law. Costs incurred by the Association relating to the towing and/or storage of any vehicle parked in violation of any provision of the Governing Documents shall be assessed as a Special Individual Assessment against the Lot Owner responsible or whose household members, tenants, Contract Purchasers, or guests are responsible for the presence of such vehicle.

4.27.4.2 To fix and impose fines for violations of this Section in accordance with Section 10.5.2 of this Declaration and the Bylaws.

Vehicles – Proposed:

4.26. Vehicles and Parking.

4.26.1. Right to Park Vehicles. All noncommercial vehicles, and commercial vehicles 26,000lbs GVWR or less, including boats or other watercrafts, motor homes, travel or camping trailers, or any other recreational vehicles are allowed to park on Owner's lots within the Development provided they are parked upon a surface improved to prevent erosion and sediment-containing runoff.

4.26.1.1. Vehicle Repair: Motor vehicle construction, reconstruction, or repairs on the property in view of the street or neighboring properties shall be limited to no more than 14 days in a given month. Work area is to be cleaned up daily while work is in progress.

4.26.1.2. Inoperable Vehicle: Any dilapidated, unlicensed or inoperable vehicle, trailer, boat, airplane, recreational or commercial vehicle, including without limitation, a vehicle without wheels, shall be stored on the property within a fully enclosed area or covered. Any operable or non-operable vehicle in good physical condition may be stored in a visible location on a suitable surface with a current registration. GDRA has the right to ask for a copy of current registration for any vehicle stored in a visible location.

4.26.1.3. Vehicle Covers: All vehicle covers must be maintained in good condition. Blue or other bright colored covers are not allowed.

4.26.2. Commercial Vehicle and Storage: Commercial vehicles over 26,000 GVWR and their trailers shall be parked within a fully enclosed garage or screened from view using a DRC approved method. On a case-by-case basis, the Association reserves the right to determine a commercial vehicle.

4.26.3. Ownership of Vehicles: Vehicles, trailers, recreational vehicles, boats, etc. not owned by GDRA residents may be parked on a lot for 30 consecutive days maximum. If Vehicles remain on lot beyond 30 days, they must be in an enclosed garage, unless otherwise approved by the association. GDRA reserves the right to ask for registration of vehicles to determine ownership.

4.26.4. On-Street Parking: On street parking is intended only for short-term parking. Enforcement will be addressed under "nuisance" and/or on case-by-case basis.

4.26.5. Parking Rules and Enforcement. In order to prevent or eliminate any parking problems within the Development, or to further define and enforce the restrictions contained in this Section, the Board shall have the authority to adopt further reasonable Rules and restrictions regarding vehicles and parking within the Development as the Board may deem prudent and appropriate. The Board shall also have the power to impose fines and other sanctions for violations of provisions of the Governing Documents relating to vehicles and parking. Such authority and power shall include, without limitation, the power and authority:

4.26.5.1. To cause the towing, at the vehicle owner's expense, of vehicles which are parked within the Development in violation of any of the provisions of the Governing Documents, provided that towing of vehicles of guests and other non- Residents of the Development shall be subject to the provisions of applicable law. Costs incurred by the Association relating to the towing and/or storage of any vehicle parked in violation of any provision of the Governing Documents shall be assessed as a Special Individual Assessment against the Lot Owner responsible or whose household members, tenants, Contract Purchasers, or guests are responsible for the presence of such vehicle. Vehicles in violation will be issued a written notice of violation and 96 hrs have elapsed since the issuance of the notice before the vehicle can be towed.

4.26.5.2. To fix and impose fines for violations of this Section in accordance with Section 10.5.2 of this Declaration and the Bylaws.

4.29.1 Animals – Household Pets – Minor wording clarification. Added *that are* to last sentence before “kept within residence at all times”.

Original:

4.29.1 Household Pets. No animals, livestock, fowl, or poultry of any kind shall be raised, ~~bred, or kept on~~ any Lot, except that a reasonable number of dogs, cats, or other household pets may be kept, provided they are not kept for any commercial purpose and are kept in such a manner as not to constitute a nuisance to other Owners or occupants. This provision shall not apply to chickens, pot-bellied pigs, aquarium type fish, reptiles, or small caged animals, such as hamsters and birds kept within the Residence at all time.

Proposed:

4.28.1. Household Pets. No animals, livestock, fowl, or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of dogs, cats, or other household pets may be kept, provided they are not kept for any commercial purpose and are kept in such a manner as not to constitute a nuisance to other Owners or occupants. This provision shall not apply to chickens, pot-bellied pigs, aquarium type fish, reptiles or small caged animals, such as hamsters and birds **that are** kept within the Residence at all time.

4.29.2.4 Subsection of Horses – In order to align with the reduced business restrictions in Section 4.3, “for commercial purposes” was removed from this section to allow non nuisance causing business use.

Original:

4.29.2.4 No equines shall be kept or maintained for any commercial purpose or in any manner so as to constitute a nuisance or in any manner which may violate any law or regulation.

Proposed:

4.28.2.4. No equines shall be kept or maintained in any manner so as to constitute a nuisance or in any manner which may violate any law or regulation.

4.29.1 Leasing of Lots, Generally – Removed “of the declaration” for clarity and consistency of section references.

Original:

4.30.1 Leasing of Lots, Generally. Any Owner may delegate, in accordance with and subject to the Association's Governing Documents, their right in and to the use and enjoyment of the Common Areas to their family members, tenants, lessees, or contract purchasers who reside on their Lot; provided that any lease or rental of their Lot may be only for residential use and in accordance with Section 4.1 **of the Declaration**. The terms "rent(al)" and "lease" may be used interchangeably throughout this Declaration and throughout this Section, but the meaning and legal effect of the terms "rent(al)" and "lease" shall be same. The terms "rent(al)" or "lease," as used herein, shall be deemed to include, without limitation, any agreement or arrangement between the Owner and any other person under which the right to use, occupy, or possess any Lot, Lots, or portion thereof or residence thereon in the Development for value exchanged, whether monetary, services, property, or otherwise, according to a fixed or floating interval or period of time.

Proposed:

4.29.1. Leasing of Lots, Generally. Any Owner may delegate, in accordance with and subject to the Association's Governing Documents, their right in and to the use and enjoyment of the Common Areas to their family members, tenants, lessees, or contract purchasers who reside on their Lot; provided that any lease or rental of their Lot may be only for residential use and in accordance with Section 4.1. The terms "rent(al)" and "lease" may be used interchangeably throughout this Declaration and throughout this Section, but the meaning and legal effect of the terms "rent(al)" and "lease" shall be same. The terms "rent(al)" or "lease," as used herein, shall be deemed to include, without limitation, any agreement or arrangement between the Owner and any other person under which the right to use, occupy, or possess any Lot, Lots, or portion thereof or residence thereon in the Development for value exchanged, whether monetary, services, property, or otherwise, according to a fixed or floating interval or period of time.

7.4.3 Time Limitation for Reconstruction – Extended timeline to starting within 6 months and completing within 3 years.

Original:

7.4.3 Time Limitation for Reconstruction. In the event the Owner or Owners of any damaged Residence(s) applies for reconstruction per Section 7.4.2 above, the Design Review Committee shall be obligated to proceed with all due diligence hereunder, and the Owner(s) shall commence reconstruction or removal of the damaged Residence **within three (3) months** after the damage occurs and complete any reconstruction project **within two (2) years** after project approval pursuant to Article 9, below, unless an extension of the time of completion is granted by the Design Review Committee. Reasonable extensions of these construction commencement and completion deadlines shall be granted when the Committee; in its discretion, determines that adverse weather conditions or the nature or extent of the repair project merit additional time.

Proposed:

7.4.3 Time Limitation for Reconstruction. In the event the Owner or Owners of any damaged Residence(s) applies for reconstruction per Section 7.4.2 above, the Design Review Committee shall be obligated to proceed with all due diligence hereunder, and the Owner(s) shall commence reconstruction or removal of the damaged Residence **within six (6) months** after the damage occurs and complete any reconstruction project **within three (3) years** after project approval pursuant to Article 9, below, unless an extension of the time of completion is granted by the Design Review Committee. Reasonable extensions of these construction commencement and completion deadlines shall be granted when the Committee; in its discretion, determines that adverse weather conditions or the nature or extent of the repair project merit additional time.

8.6 Authority for Entry of Lot – Clarified wording to reference “Emergency Situation as defined in Section 10.7”.

Original:

8.6 Authority for Entry of Lot. The Association or its agents may enter any Lot, when such entry is necessary, in the Board's sole discretion, in connection with the performance of any maintenance, repair, construction, or replacement for which the Association is responsible for which it is authorized to perform, including without limitation the authorization provided in Section 8.2 of this Declaration. Although under no obligation to do so, the Board, in its complete and sole discretion, may enter or may authorize the Association's agents to enter any Lot to effect emergency repairs where such repairs are necessary for safety reasons or to prevent or discontinue damage to the entered Lot, any other Lot or the Common Area. The cost of performing any such emergency repairs shall be charged to the Owner as a Special Individual Assessment. In the case of repairs the Owner has failed to perform, except in case of an emergency, twenty-four (24) hour advance notice shall be given to the Owner or occupant.

Proposed:

8.6. Authority for Entry of Lot. The Association or its agents may enter any Lot, when such entry is necessary, in the Board's sole discretion, in connection with the performance of any maintenance, repair, construction, or replacement for which the Association is responsible for which it is authorized to perform, including without limitation the authorization provided in Section 8.2 of this Declaration. Although under no obligation to do so, the Board, in its complete and sole discretion, may enter or may authorize the Association's agents to enter any Lot to effect repairs where such repairs are necessary to remediate an Emergency Situation as defined in Section 10.7. The cost of performing any such emergency repairs shall be charged to the Owner as a Special Individual Assessment. In the case of repairs the Owner has failed to perform, except in case of an emergency, twenty-four (24) hour advance notice shall be given to the Owner or occupant.

9 Architectural Control – This article was heavily modified to clarify intent of Design Review Committee and to incorporate sections that were previously addressed in the rules. Provisions were added to allow member to proceed with improvements if Design Review Committee becomes unresponsive. Ability to appeal was added to protect the right of appeal, details of which are part of the rules. Timeframes established were based on a “complete application”, and this term was defined. A new section was added from existing rules to clarify projects that do not require Design Review Committee approval.

ARTICLE 9 ARCHITECTURAL CONTROL

9.1 Submission of Plans and Specifications. Except for Improvements made, or constructed by, or on behalf of, the Association, no Improvements including without limitation Residences, buildings, walls, solar panels, fences, awnings, walls, landscaping, screens, doors, patio covers, or other structures of any kind which is visible from the Common Area, streets, or other Lot within the Development, may be commenced, located, erected, painted, or maintained within the Development, nor may any exterior addition to, or change, or alteration therein or alteration to the finished grade elevation, be made until the plans and specifications showing the nature, kind, shape, color, height, size, materials, and location of the same shall have been submitted to and approved in writing by the Design Review Committee as to:

(a) quality of workmanship and design; (b) harmony of external design in relation to the nature and character of the Development and the Improvements thereon; (c) location in relation to surrounding structures, topography, finished grade elevation; and (d) compliance with the provisions of the Declaration.

9.2 Establishment of Design Review Committee.

9.2.1 Except as provided in Sections 9.2.2 and 9.2.3, below, the Board shall appoint a Design Review Committee consisting of not less than three (3) and no more than five (5) Members to be selected by the Board, who serve at the pleasure of the Board. The Board shall have the power, in its complete discretion and either with or without cause, to remove any member of the Design Review Committee. In the event of death, resignation, or removal of any member of the Design Review Committee, the Board shall have the full authority to designate a successor.

9.2.2 The Board may, in its discretion, elect to act as the Design Review Committee without appointing the separate committee provided for in Section 9.2.1.

9.2.3 If a duly-constituted Design Review Committee is not in existence, or if the Board elects to act as the Design Review Committee, the Board shall act as the Design Review Committee in accordance with the terms of this Article 9.

9.3 Duties. It shall be the duty of the Design Review Committee to consider and act upon proposals or plans submitted to it, to perform other duties delegated to it by the Board, and to carry out all other duties imposed upon it by this Declaration.

9.4 Meetings. The Design Review Committee may meet as necessary to properly perform its duties hereunder. Every act done or decision made by a majority of the members of the Design Review Committee shall be the act or decision of the Design Review Committee. The Design Review Committee shall keep and maintain a record of all actions taken by it at any meetings or otherwise. The Design Review Committee and its members shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred by them in the performance of any Design Review Committee function.

9.5 Architectural Rules. The Design Review Committee may, from time to time, and subject to the Board's approval, adopt, amend, and repeal rules and regulations to be known as Architectural Rules. The Architectural Rules shall interpret and implement the provisions of this Article by setting forth the standards and procedures for Design Review Committee review and guidelines for

architectural design, placement of Residences and other structures, color schemes, exterior finishes and materials, and similar features which are recommended for use in the Development; provided, however, that the Architectural Rules shall not be in derogation of the minimum standards required by this Declaration. The Architectural Rules may also impose limits on the days and hours of construction and impose any other restrictions and regulations which the Board deems appropriate to limit the impact of construction activities on the Residents. In its discretion, the Design Review Committee may grant variances from specific Architectural Rules subject to such terms and conditions as it deems appropriate.

9.6 Application. Any Owner proposing to perform any work of any kind whatever, which requires prior approval pursuant to this Article, shall apply for approval by notifying the Association, in writing, of the nature of the proposed work and furnishing such information and documentation as the Design Review Committee or Board may require, including without limitation samples of proposed paints and other finish materials in such sizes and formats as the Committee or the Board may deem appropriate. In addition to any other remedies the Association may have, the Board may impose a fine against any Owner who fails to obtain the approval required by this Article prior to proceeding with any Improvement, or any alteration to an existing Improvement, for which approval is required pursuant to this Article.

9.7 Construction Plans for the Proposed Improvement. Two (2) complete sets of working drawings, including floor plans indicating net livable area (including garages, decks, accessory buildings, and other incidental structures) shall be presented. Plans should represent the actual construction that the Owner intends to undertake on the proposed site. The Design Review Committee, in its discretion, may require more detailed elevations and/or drawings and may disapprove elevations and drawings which the Design Review Committee finds to be aesthetically incompatible with the physical site, with improvements on neighboring Lots or the general environment and aesthetics of the Development.

ARTICLE 9 ARCHITECTURAL CONTROL

9.1. Establishment of Design Review Committee.

9.1.1. Except as provided in Sections 9.1.2 and 9.1.3, below, the Board shall appoint a Design Review Committee consisting of not less than three (3) and no more than five (5) Members to be selected by the Board, who serve at the pleasure of the Board. The Board shall have the power, in its complete discretion and either with or without cause, to remove any member of the Design Review Committee. In the event of death, resignation, or removal of any member of the Design Review Committee, the Board shall have the full authority to designate a successor.

9.1.2. The Board may, in its discretion, elect to act as the Design Review Committee without appointing the separate committee provided for in Section 9.2.1.

9.1.3. If a duly-constituted Design Review Committee is not in existence, or if the Board elects to act as the Design Review Committee, the Board shall act as the Design Review Committee in accordance with the terms of this Article 9.

9.2. Duties. It shall be the duty of the Design Review Committee to consider and act upon Applications submitted to it, to perform other duties delegated to it by the Board, and to carry out all other duties imposed upon it by this Declaration, and shall evaluate each Application as to:

- (a) quality of workmanship and design;
- (b) harmony of external design in relation to the nature and character of the Development and the Improvements thereon;
- (c) location in relation to surrounding structures, topography, finished grade elevation; and
- (d) compliance with the provisions of the Declaration.

The Design Review Committee must render a decision on an Application within 45 days of receipt of the complete Application. If a decision is not rendered within 45 days the Applicant may proceed with the Improvement. In the case of non-decision, applicant is responsible for complying with all written rules and regulations of the Association with regard to the Improvement.

9.3. Meetings. The Design Review Committee may meet as necessary to properly perform its duties hereunder. Every act done or decision made by a majority of the members of the Design Review Committee shall be the act or decision of the Design Review Committee. The Design Review Committee shall keep and maintain a record of all actions taken by it at any meetings or otherwise. The Design Review Committee and its members shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred by them in the performance of any Design Review Committee function.

9.4. Architectural Rules. The Design Review Committee may, from time to time, and subject to the Board's approval, adopt, amend, and repeal rules and regulations to be known as Architectural Rules. The Architectural Rules shall interpret and implement the provisions of this Article by setting forth the standards and procedures for Design Review Committee review and guidelines for architectural design, placement of Residences and other structures, color schemes, exterior finishes and materials, and similar features which are recommended for use in the Development; provided, however, that the Architectural Rules shall not be in derogation of the minimum standards required by this Declaration. The Architectural Rules may also impose restrictions and regulations which the Board deems appropriate to limit the impact of construction activities on the Residents. In its discretion, the Design Review Committee may grant variances from specific Architectural Rules subject to such terms and conditions as it deems appropriate.

9.5. Application. Any Owner proposing to perform any work which requires prior approval pursuant to this Article, shall apply for approval by submitting a complete application that clearly describes the nature of

the proposed work and furnishing such information, documentation, physical markings, and/or samples, as required by the Design Review Committee or Board. Details regarding required submittal documentation shall be maintained in the Rules. An application shall be considered complete if the above criteria are met and proposed improvement is in compliance with this declaration and all Association Rules. The association shall respond within 30 days to confirm application is complete or with specific deficiencies identified. If a response is not provided within 30 days the application shall be considered complete. In addition to any other remedies the Association may have, the Board may impose a fine against any Owner who fails to obtain the approval required by this Article prior to proceeding with any Improvement, or any alteration to an existing Improvement, for which approval is required pursuant to this Article. The Design Review Committee, in its discretion, may disapprove Applications which the Design Review Committee finds to be aesthetically incompatible with the physical site, with improvements on neighboring Lots or the general environment and aesthetics of the Development. Further application requirements or exemptions may be adopted by the Design Review Committee or the Board in the Rules of the Association.

9.6. Right To Appeal: A decision made by the Design Review Committee may be appealed by Members, as further specified in the Rules.

9.7. Improvements requiring Approval of the Design Review Committee: Improvements, including without limitation Residences, buildings, walls, solar panels, fences, awnings, walls, landscaping, screens, doors, patio covers, or other structures of any kind which is visible from the Common Area, streets, or other Lot within the Development, may require Application to the Design Review Committee. No Improvement requiring approval may be commenced, located, erected, painted, or maintained within the Development, nor may any exterior addition to, or change, or alteration therein or alteration to the finished grade elevation, until Application has been approved by the Design Review Committee or decision has not been rendered within timeframe specified in Section 9.2. Determination of whether an Improvement requires Approval will be made by the following:

9.7.1. Improvements that do not require approval:

9.7.1.1. Solid surface walkways, patios, or Landscaping not exceeding 500 square feet and not exceeding 6 feet in height

9.7.1.2. Tree / bush / weed removal subject to Defensible Space requirements in accordance with all applicable laws and regulations.

9.7.1.3. Trash enclosures that are of an animal resistant construction as approved by TTSD.

9.7.1.4. Any full or partial replacement of any existing structure so long as replacement meets original plans approved by Design Review Committee

9.7.1.5. Yard art, play and other structures that are less than 6 feet from the ground in height, less than 60 square feet in coverage and less than 3 in quantity.

9.7.1.6. Landscape berms less than 3 feet in height

9.7.1.7. Screening below or above an existing deck or deck structure. Above deck screening is not to exceed 6 feet in height. Screening must match or compliment the house.

9.7.1.8. Further Improvements defined in the Rules that do not require Design Review Committee Approval.

9.7.2. Improvements that require approval: Any Improvement that does not strictly meet the definitions defined in 9.7.1.