

ARCHITECTURAL GUIDELINES
THE PASEOS ASSOCIATION

**Questions Regarding the Content of These Guidelines
Should be Directed to:**

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TABLE OF CONTENTS

	<u>Page</u>
SECTION 1 INTRODUCTION	1
1.1 Purpose and Policies.....	1
SECTION 2 COMMITTEE ROLE.....	3
2.1 Scope:	3
2.2 Failure:	3
2.3 Deviation:.....	3
2.4 Specificity In Plans:.....	3
2.5 Depiction of Easements:	3
2.6 Compliance With Local Ordinances:	3
SECTION 3 SUBMISSION OF YOUR ARCHITECTURAL APPLICATION:	4
3.1 When Should I Submit My Architectural Application?	4
3.2 What Should an Owner Submit?.....	4
3.3 What Should My Plan Include:	5
3.4 Details to be noted on plans are as follows:.....	5
3.5 Other Information:.....	6
3.6 Appeal (Exhibit C):	8
3.7 Variance (Exhibit C):.....	8
3.8 Submittal to the City/County:	8
3.9 Hours of Operation	8
3.10 Notice of Completion (Exhibit B):.....	8
SECTION 4 GENERAL GUIDELINES.....	10
4.1 Front Yards:	10
4.2 Landscape Area:	10
4.3 Patio Covers/Gazebos/Trellis/Decks/Playhouses/Play Structures	10
4.4 Walls/Fences/Gates	10
4.5 Swimming Pools, Water Features and Spas	11
4.6 Temporary Structures	11
4.7 Exterior Fires/Barbecues/Fireplaces.....	11
4.8 Alteration of Master Association Property or Master Association Maintenance Areas	11
4.9 Trees	11
4.10 Drainage.....	11
4.11 Address Numbers	11
4.12 Lighting.....	11
4.13 Post Tension Slabs.....	12
4.14 Advertising/Contractor Signs.....	12
4.15 Mailboxes.....	12
4.16 Streets/Walkways	12
4.17 Window Coverings.....	12
4.18 Window Tinting	12

4.19	Outside Installations	13
4.20	Water Supply System	13
4.21	Solar Energy Systems.....	13
4.22	Satellite Dishes & Antennae	13
4.23	Screen Doors	13
4.24	House Painting Review Procedure.....	14
4.25	Room Additions / Accessory Buildings/Structures.....	15
SECTION 5 CONTRACTOR GUIDELINES.....		16
5.5	Portable toilets are not allowed unless approved by the Board in writing.....	16
Architectural Application – Exhibit A		
Notice of Completion – Exhibit B		
Variance/Appeal Form – Exhibit C		
Sample Plans – Exhibit D		
Architectural Desk Policy – Exhibit E		

ARTICLE 1 INTRODUCTION

Welcome to your new home in the Paseos Owners Association community. These Architectural Guidelines are designed with the goal of maintaining the aesthetic beauty of the Community. These Architectural Guidelines have been adopted by the Paseos Association (“**Association**”) pursuant to the Declaration of Covenants, Conditions and Restrictions of Paseos (“**Declaration**”). Improvements to your Residential Unit, must be approved by the Association or any Architectural Committee appointed by the Association (“**ARC**”) prior to beginning any construction activity. Owners may not make any alteration, removal, relocation, repainting, demolition, addition, installation, modification, decoration, redecoration or reconstruction of any Improvements, including landscaping, in the Properties, until the plans and specifications showing the **nature, kind, shape, height, width, color, materials and location of the same shall have been submitted to the ARC and approved in writing by the ARC.**

As provided in the Declaration, the Board of the Association may perform the review of applications or the Association may appoint an Architectural Committee. References in these Architectural Guidelines to the ARC shall, if the Association elects not to appoint an ARC, refer to the Board of the Association and, in such case, any appeal rights to the Board of the Association shall not apply.

Please review these Guidelines prior to completing your application form to ensure your submittal is complete. If at any time you have any questions regarding the review process, please contact your Management Company at Email: Paseos@AvalonWeb.com

Conflict. In the event of a conflict between these Architectural Guidelines and the Declaration or the other Governing Documents of the Association, the more restrictive provision shall control.

Definitions. As you review these Architectural Guidelines, you will encounter terms with initial capital letters. Except as the context otherwise requires, these terms have the same meanings as are set forth in the Declaration (“**Declaration**”). In addition, all references to Manager refers to the Manager of the Association.

Severability. If any provision of these Architectural Guidelines is held to be invalid, the remainder of the provisions shall remain in full force and effect.

Inapplicability to Declarant. The requirements set forth in these Architectural Guidelines shall not apply to any Improvements installed by Declarant.

Purpose and Policies. The ARC shall approve plans and specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated in the locations indicated will; (a) not be detrimental to the appearance of the surrounding area of the Community as a whole, (b) not be inconsistent with the Declaration, (c) that the appearance of any structure affected will be in harmony with the surrounding structures, (d) that the construction will not detract from the beauty, wholesomeness or attractiveness of the Association Property or the enjoyment by the Members, and (e) that the upkeep and maintenance will not become a burden on the Association.

Please review this section entirely prior to plan submission and work commencement. It is suggested that specific attention be paid remedies if work is completed outside the scope of these Architectural Guidelines and the Association Governing Documents.

ARTICLE 2 COMMITTEE ROLE

2.1 **Scope.** Please review the Declaration, including, without limitation, **Article 9** which sets forth the procedures for review of Plans and Specifications for any Improvements proposed to be installed or made by an Owner. As used in the Declaration, “Improvements” means: (a) all buildings and structures and appurtenances thereto of every type and kind, including, without limitation, Residences, and other buildings, utility installations, sidewalks, driveways, walkways, fences, screening walls, block walls, awnings, patio covers, trellises, landscaping irrigation systems, the exterior surfaces of any visible structure, painting, antennae, poles, signs, solar or wind powered energy systems or equipment, water softener, heater or air conditioning and heating fixtures or equipment; (b) the grading, excavation, filling or similar disturbance to the surface of the land; and (c) any change or alteration of any previously installed Improvement, including any change of exterior appearance, color or texture. All exterior Improvements structural changes, or alterations, additions or changes to any Improvements must be submitted to the ARC for approval **prior** to any installation or commencement of construction.

2.2 **Failure.** Work commenced before approval of the Plans and Specifications is subject to removal at the cost of the Owner if subsequently deemed unacceptable by the ARC.

2.3 **Deviation.** If any Improvements have been constructed or installed in a manner, which deviates from the Plans and Specifications that were approved, the ARC may make recommendations for changes. If those changes are not complete within thirty (30) days the matter will be turned over to the Board of Directors to take appropriate remedial action in accordance with the Association Governing Documents.

2.4 **Specificity In Plans.** Any Improvements to an Owner’s property that vary from these Architectural Guidelines in any manner must be specifically called out in writing. Any Improvement not detailed on an approved set of Plans and Specifications should be considered disapproved.

2.5 **Depiction of Easements.** It is each Owner’s responsibility to depict on any Plans and Specifications all easements located upon the Owner’s Residential Unit, even those held by the Association. If an easement area is not depicted on any set of approved plans, then those improvements located within the easement area will not be approved despite comments to the contrary.

2.6 **Compliance With Local Ordinances.** Compliance with any local ordinances is the sole responsibility of each Owner. In the event that any local agency requires modifications to bring a proposed set of Plans and Specifications into compliance, then those amended Plans and Specifications must be resubmitted to the Association for approval.

ARTICLE 3 SUBMISSION OF YOUR ARCHITECTURAL APPLICATION:

Please submit your application and support documentation package to the ARC as follows:

The Paseos Association Architectural Committee
The Paseos Community Association
43529 Ridge Park Drive
Temecula, CA 92590

3.1 When Should I Submit My Architectural Application?

The Association requires that Owners must submit plans for installation of the front and rear yard, and/or exclusive use area within six (6) months after the close of escrow and complete installation within one (1) year of the close of escrow. The ARC will review and respond to all written requests within thirty (30) days of their receipt. We therefore recommend that Plans and Specifications be submitted with a complete application at least forty-five (45) days prior to the scheduled commencement of construction to allow the ARC ample time to complete their review. If the ARC has not responded within thirty (30) days, Plans and Specifications shall be deemed approved as provided in Section 9.4.1 of the Declaration. Only complete submittals will be considered. **Please note that a review fee and a refundable deposit are due at the time of submittal. The deposit will be refunded to you after you issue Notice of Completion and receive written verification that your Notice of Completion has been accepted (please see Notice of Completion below). Additionally, the refundable deposit may be used towards repair of the Association Property, should it be damaged during your construction, towards fines assessed by the Association for violation of the Declaration, and/or Architectural Guidelines and/or towards unpaid assessments if past due amounts are owed. Note: The initial review fee and deposit will be collected during escrow from sale between Developer and first Owner, which covers the review and deposit for the initial installation requirement. Any subsequent new plan reviews, remodels, renovations, etc. will require the fee and deposit paid at time of submittal. Please refer to the application for the review fee and deposit information.**

3.2 What Should an Owner Submit?

3.2.1 Property Improvement Form (Exhibit A)

3.2.2 Plans and Specifications (3 sets). One copy will be returned to the Owner and two sets will be retained by ARC.

3.2.3 Photographs, brochures and/or material samples (1 set) where applicable (items provided will **not** be returned to the Owner). If statues or fountains are proposed, brochures showing the item are required.

3.2.4 If this is not a 1st submittal (fees paid in escrow), one check payable to The Paseos Association in the amount noted on the application.

3.3 **What Should My Plans and Specifications Include.** Plans and Specifications may be drawn on an 8-1/2 x 11 sheet of paper, or a formal plan may be submitted. The Plans and Specifications should detail all proposed improvements. Three (3) sets of Plans and Specifications are required for submittal. **Each plan should depict any and all easements running across the property, and accurately reflect all boundary lines.**

3.3.1 **Plot Plan.** Must be drawn to scale (1/8"=1'0") or clear dimensions defined.

3.3.2 **Landscape Plan.** Include location, type, size and quantity of all plans proposed. Please refer to the sample plan provided (Exhibit E).

3.3.3 **Drainage Plan.** Show proposed drain inlets, drain lines and outlets.

3.3.4 **Improvement Plan.** Show the nature, shape, dimensions, materials, color, finish and location of proposed improvements. Show any proposed statues, fountains or other item of this nature.

3.3.5 **Hardscape Plan.** Show existing versus new paving, walls, fences, pools, patio covers, etc.

3.3.6 **Outdoor Lighting Plan.** All outdoor lighting must be approved. Provide details on proposed fixtures (cut-sheets), voltage information and location.

3.4 **Details to be noted on plans are as follows:**

3.4.1 Location of residence on lot; include all relevant dimensions.

3.4.2 Complete dimensions of the proposed improvement; including the height of any patio covers. Show all dimensions on work to be considered, distances between existing and proposed work and distance of proposed work from property lines.

3.4.3 Detailed description of materials to be used shall be provided. For example, indicate whether brick to be used is full size, pavers, false brick, etc. Block work should be described by size and type. For example 6x8x16 plain block, slump stone, etc. Indicate whether or not block work is to have stucco applied or not. Whenever possible use brand names, supplier sources and or trade names. For example; Orco Block "La Paz" Slump Stone 6x8x16.

3.4.4 Drawing showing applicable elevations (side view), footings, etc.

3.4.5 Colors of all proposed materials to be used.

3.4.6 Plotted location of sprinklers, drains, trees, shrubs, fencing, patios, patio covers, walls, barbecues, pools, spas, and association equipment, and any other structures.

3.4.7 Types and sizes of plants to be used, as well as, height at maturity.

3.4.8 All water details (fountains, waterfalls and ponds), **must** be accompanied by hard drainage system plan.

3.4.9 Any applicable statue or fountain details (photos, cut-sheets, dimensions, color, material, etc.).

3.4.10 The street address, tract and lot number, owner's name, a daytime and evening phone number.

3.5 **Other Information.** The following information may also be requested by the Association.

3.5.1 Color samples of all paint or stain are required to be submitted to the ARC when they deviate from the original color scheme assigned to the Condominium.

3.5.2 Any color changes proposed must be compatible, in the opinion of the ARC, with the neighboring Condominiums.

3.5.3 Any other information may be deemed necessary by the ARC in reviewing the request.

3.5.4 The Association may require additional fees for items which require extensive review.

3.5.5 **Easements.** It is each Owner's responsibility to accurately depict all property lines and easements associated with their Residential Unit. The Association's ARC does not have the authority to authorize construction upon Association Property or on easements. The Association reserves the right to require removal of improvements discovered to be on Association Property or an easement.

3.5.6 **Scope of Approval.** ARC approval does not waive or constitute or reflect compliance with any Applicable Laws. Approval by the ARC does not relieve or satisfy an Owner's obligation to comply with all government laws and regulations affecting use of premises, subject to any approved Plans and Specifications. Approval by the ARC does not constitute approval by the city or county; and approval by the city or county does not constitute approval by the ARC. It is each Owner's responsibility to obtain all necessary permits and satisfy compliance with federal, state, or local law, ordinance, or code.

3.5.7 **Compliance With Emergency and Technical Specifications.** ARC approval does not constitute acceptance of any technical or engineering specifications; and the Association assumes no responsibility for such. The Owner is responsible for all technical and engineering specifications. Approval by the ARC does not warrant structural safety, conformance with building codes or other applicable governmental requirements. The ARC reviews for aesthetic purposes only.

3.5.8 **Depiction on Plans.** Any oversight of a provision of the Governing Documents, or a provision of the Architectural Guidelines, does not waive the rule. Corrections may be required. Only Improvements depicted on the Plans and Specifications can be reviewed by the

ARC. The Owner is responsible to ensure all Improvements are depicted on the Plans and Specifications submitted. Any Improvements not depicted on the Plans and Specifications are not approved. Any change(s) to approved Plans and Specifications shall be deemed unapproved until resubmitted and approved. Approval of Plans and Specifications shall apply only to the property for which approval is granted and is not authorization to proceed with Improvements on any property other than the property reviewed by the ARC and **owned** by the Applicant (Owner). It is each Owner's responsibility to specifically call out all Improvements that they seek to gain approval for. Improvements which are not described with specificity may result in later disputes and potentially the removal or relocation of the ambiguous Improvement. Thus it is in the best interests of all to ensure a thorough and detailed preparation of any Plans and Specifications submitted for approval.

3.5.9 **Use of Neighbor's Property.** The use of a neighbor's yard for construction access is not permitted unless the neighbor has given written consent that includes a description of the access area. Access or storage of equipment used during the course of construction must be through the Owner's property only. Property owned and/or maintained by the Association shall not be used for construction access or storage.

3.5.10 **Financial Responsibility.** Owner is financially responsible for any repairs and/or replacement to property owned and/or maintained by Association which is damaged as a result of an Owner's project.

3.5.11 **No Storage of Building Materials.** Building materials may not be stored on streets, sidewalks, or on property owned and/or maintained by the Association. Streets may not be obstructed by construction equipment. All rubbish, debris and unsightly material or objects of any kind shall be regularly removed from the property and shall not allowed to accumulate thereon.

3.5.12 **Drainage Systems.** Approval of Plans and Specifications is not authorization to revise the originally installed drainage system, which was approved by the City/County.

3.5.13 **Compliance With Provisions of Architectural Guidelines.** Applicant understands and agrees that Applicant must comply with all of the provisions of the Architectural Guidelines.

3.5.14 **Additional Requirements.** These Architectural Guidelines, including, but not limited to, any conditions of approval imposed by the Association, are in addition to the requirements set forth in the Governing Documents regarding Architectural Review and are incorporated herein by this reference. The applicant has read and understands all provisions and is obligated to comply with all of such requirements. Approval of Plans and Specifications is subject to and does not constitute a waiver of the terms and provisions of the Association's Governing Documents. Any violation of the Governing Documents must be corrected upon notice of violation.

3.5.15 **Modifications by City or County.** In the event that the City and/or County requires modifications to the Plans and Specifications previously approved by the ARC, the Owner shall submit to the ARC all modifications to the Plans and Specifications. The ARC shall have the right to review and impose further conditions on such modifications which are not inconsistent with the requirements imposed by the City and/or County. The ARC shall have the right

to impose conditions of approval of proposed Improvements which are more restrictive than conditions as may be imposed by the City and/or County.

3.5.16 **Void Approvals.** Failure to comply with and satisfy all procedural requirements for an application may **void** approval.

3.6 **Appeal.** If an ARC has been appealed, Owners may request an appeal, utilizing the Request for Board Approved Architectural Appeal/Variance form (which is attached as **Exhibit “C”**), to the Board of Directors. The appeal must be filed within thirty (30) days of the decision by the ARC and must be submitted in writing (using Exhibit C), to the Board, through the managing agent.

An Application for Appeal shall be heard at the Board Meeting following submission, so long as the Application is received at least ten (10) days prior to the date of the meeting. Otherwise, the Application will be considered at the next following Board Meeting. In any event, the written decision of the Board of Directors in response to any Application for Appeal shall be provided within forty-five (45) days following the date such request is received.

The requesting Owner is encouraged to attend the Board meeting at which the appeal is considered. In the event the requesting Owner cannot attend the Board’s Meeting, then the owner is encouraged to provide the Board with a written description of the reasons why the request for appeal should be granted.

3.7 **Variance.** The ARC may authorize a variance from compliance with any of the Architectural provisions in accordance with Section 9.14 of the Declaration. Owners must utilize the Request for Board Approved Architectural Appeal/Variance form (which is attached as **Exhibit “C”**) when making this request. In order for Lot configuration and/or neighboring Lots to be taken into consideration, photos and layout are required to be submitted by Owner with the request.

3.8 **Submittal to the City/County.** Upon obtaining the written approval from the ARC, the Owner shall thereafter submit Plans and Specifications to the City/County if the proposed Improvements require the issuance of a building permit or other City/County required approval. In the event of a discrepancy between these Architectural Guidelines and City/County requirements, the most restrictive standard shall prevail. The Association will not be responsible for actions taken by Government Agencies. In the event that the City and/or County requires modifications to the Plans and Specifications previously approved by the ARC, the Owner shall submit to the ARC all modifications to the Plans and Specifications.

3.9 **Hours of Operation.** All Improvement installation operations shall be carried on in accordance with the City/County ordinances, whichever is more restrictive.

3.10 **Notice of Completion (Exhibit “B”).** Within thirty (30) days after completing installation, a completed “Notice of Completion Form” (NOC) in the form attached as **Exhibit “B”** must be submitted to the ARC. Upon the ARC’s receipt of the NOC form, the ARC shall have sixty (60) days to inspect those Improvements completed by an Owner and shall notify the Owner in writing of failure to comply, specifying the particulars of noncompliance, if any. The Owner shall remedy such noncompliance or remove the same within a period of not more than thirty (30) days

from the date that notice of the ARC ruling is given to the Owner. If after thirty (30) days the Owner has failed to remedy such noncompliance, the ARC shall notify the Board in writing of such failure, which shall result in the hearing process.

Once the NOC is approved in writing, the Association will confirm that the Association Property has not been damaged during yard installation and there are no fines or outstanding assessments against the owner. The deposit will then be refunded with the Association's regular check run (30-45 days from date of NOC approval).

ARTICLE 4 GENERAL GUIDELINES

4.1 **Front Yards.**

- 4.1.1 Entry walk shall not be altered.
- 4.1.2 Driveway shall not be altered.
- 4.1.3 Service walk from driveway to rear yard area shall not be altered, if existing, or installed without approval.
- 4.1.4 Front yard landscape shall not be altered.

4.2 **Landscape Area.**

- 4.2.1 All plant material shall be installed a minimum of 1' from the perimeter and/or side yard fence.
- 4.2.2 Raised planters are not allowed.
- 4.2.3 Wall type fountains may **not** be attached to the perimeter wall or the side wall.
- 4.2.4 Fountains exceeding the height of the adjacent wall or fence must be screened with evergreen plant material from adjacent Units with a setback great enough to accommodate the screening.
- 4.2.5 Statues exceeding the height of the adjacent wall or fence must be screened with evergreen plant material from adjacent Units with a setback great enough to accommodate the screening.
- 4.2.6 Basketball backboards are **not** allowed.

4.3 **Patio Covers/Gazebos/Trellis/Decks/Playhouses/Play Structures.**

Free standing canvas patio covers are not permitted.

No structures are allowed in a Residential Unit as they are not large enough to accommodate such structures. However, some Exclusive Use Yard Area may accommodate certain features, thus they will be considered on a case by case basis.

4.4 **Walls/Fences/Gates.**

- 4.4.1 No double fences may be constructed.
- 4.4.2 No fence or wall or combination of a fence and wall (other than safety railings required by the City/County or other government agencies) shall be higher than 6' above ground where the fence or wall is to be placed.

4.5 **Swimming Pools, Water Features and Spas.** Spas and similar water features such as swimming pools, reflecting pools and koi ponds are not permitted.

4.6 **Temporary Structures.** No outbuilding, tent, shed or other temporary building, structure or Improvement may be placed upon any portion of the Properties either temporarily or permanently without approval of the ARC. Refer to Section 4.28 below for further information on accessory structures. No garage, carport, trailer, camper, motor unit, recreation vehicle or other vehicle may be used as a residence in the Properties, either temporarily or permanently.

4.7 **Exterior Fires/Barbecues/Fireplaces.** Exterior fireplaces, fire pits and permanent barbecue and outdoor kitchen structures are not permitted.

4.8 **Alteration of Association Property or Association Maintenance Areas.** Any modification to the Association Property, and/or Association Maintenance Areas is strictly prohibited. The addition of plant material or alteration of flatwork is also not permitted. Regardless of whether a submitted set of Plans and Specifications with proposed alterations to these areas is deemed approved per Section 3 above, Improvements of this nature shall not be permitted, unless explicitly approved in writing.

4.9 **Trees.** No trees or plants may be planted or maintained in pots on the Association Property, Association Maintenance Areas. Trees planted on an Owner's Residential Unit must be planted and maintained by Owner, only after receiving written approval from the ARC.

4.10 **Drainage.** There shall be no interference with the established drainage pattern over any part of the Properties. For the purpose hereof, "established" drainage is defined as the drainage which exists at the time the overall grading of any part of the Property is completed by the Developer, which may include drainage from the Association Properties over any Exclusive Use Easement Area or Association Maintenance Areas in the Properties. Your Exclusive Use Easement Area has been graded in accordance with the requirements of local agencies for the purpose of directing the flow and drainage of surface water. If the existing drainage is altered in any way as a result of, (a) the alteration of swales or drainage courses, (b) a change in grading, or (c) any landscaping or other Improvements that are installed in such a way so as to alter the drainage flow on your property, you should consult with a licensed civil engineer. Developer and Association shall not be responsible for such drainage of water of any damage to persons or property resulting there from. **No changes to the existing grade are allowed.**

You are advised to properly maintain and to promptly repair any leaks in pipe systems and valves. The Developer and Association will not be responsible for damage that results from over-watering, failure to maintain pipe systems or valves, and/or damage or alteration to developer installed drainage pipes and systems.

4.11 **Address Numbers.** Address numbers shall be uniform. Address numbers other than those originally installed by the Developer, or those approved for the entire association by the Board of Directors, will not be permitted.

4.12 **Lighting.** Any exterior electrical, gas, or other artificial lighting installed on any Residence shall be positioned, screened, or otherwise directed or situated and of such controlled focus and intensity so as not to unreasonably disturb the residents of any other Condominiums and

so as to fall on the same property on which such lighting is located in accordance with applicable regulations in the Riverside Municipal Code and subject to Section 7.27 of the Declaration. Some of the exterior lighting on the Residence and garages provide light to certain exterior portions of the Community and contain Photocell Lighting which will automatically control their operation. Such exterior lighting shall not be manually turned off and the Photocell Lighting shall not be altered in any way by the Owners so that the lights remain on from dusk to dawn. The Association shall maintain the Photocell Lighting but the electricity supplied to them shall be metered and paid for by the individual Owners.

4.13 **Post Tension Slabs.** The concrete slab for your Unit may have been reinforced with grid of steel cables installed in the concrete slab and then tightened to create extremely high tension. Owner agrees not to cut into, or permit anyone to cut into or otherwise tamper with a post tension slab.

4.14 **Advertising/Contractor Signs.** No sign, poster, billboard, advertising device, or other display of any kind shall be displayed so as to be visible from outside the Community in violation of the Association Governing Documents without the prior written consent of the ARC. Contractors performing work on the individual Units may **not** post their company's sign upon the Owner's Exclusive Use Easement Area or on Association Property. No sign shall be placed by an Owner on an Association maintained fence, on the building or in a window.

4.15 **Mailboxes.** Mailboxes are the property of the Association and shall not be altered.

4.16 **Streets/Walkways.** No construction debris or materials such as sand or bricks may be permitted to remain on the streets or walkways. All items of such nature must be stored on the owner's Residential Unit and shielded from view from the street, Association Property, and neighboring Units. In the event that any materials are delivered and deposited on the streets or Association Property, the Owners will be held responsible for the costs involved in cleaning and/or restoring the area. The Association reserves the right to clean the streets and/or sidewalks and bill the responsible owner for costs.

4.17 **Window Coverings.** Only curtains, drapes, shutters or blinds may be installed as permanent window covers. No aluminum foil, paint, newspaper, stickers or similar coverings deemed to be inappropriate for a window covering shall be applied to the windows or doors of any Residential Unit. Owners may use plain clean white sheets to cover windows after the Close of Escrow pending the installation of curtains, drapes, shutters or other appropriate interior window coverings up to two (2) months from the close of escrow. Window awnings will be considered by the ARC on a case by case basis and must be approved prior to installation. Multiple color canvas is not permitted. All exposed exterior window treatments are subject to review by the ARC.

4.18 **Window Tinting.** Window tinting requests will be considered by the ARC. However, mirror finishes will not be approved. **NOTE:** Most failures of dual-glazed units are due to "moisture" condensation that can be traced to the presence of tinted film on the inside of the glass. The deflection caused by the tinted film creates heat build-up and consequent expansion within the airspace of the dual unit, and destroys the butyl seal. Water vapor is thus admitted and condenses between the panes. In addition, cracking of the windowpanes may occur.

4.19 **Outside Installations.** No projections of any type may be placed or permitted to remain above the roof of any building within the Properties, except one or more chimneys and vent stacks originally installed, if at all, by the Developer. No fence or wall may be erected, altered or maintained on any Residential Unit except with the ARC's prior approval. **No patio cover, wiring, or air-conditioning fixture, water softeners, or other devices may be installed on the exterior of a Unit or be allowed to protrude through the walls or roof of the residence (with the exception of those items installed during the original construction of the Unit) unless the ARC's written approval is obtained.** Free standing canvas patio covers are not permitted.

4.20 **Water Supply System.** No individual water supply, sewage disposal or water softener is permitted outside of any Unit unless such system is approved by the ARC and is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of any applicable water district, the City/County, the ARC, and all other applicable governmental authorities.

4.21 **Solar Energy Systems.** Solar energy systems must be approved by the ARC prior to installation. In conducting such review, the ARC shall comply with all Applicable Laws relating to solar energy systems.

4.22 **Satellite Dishes & Antennae.** No owner shall install, or cause to be installed, or maintain any satellite dish or similar electronic receiving or broadcasting devices having a diameter more than one (1) meter in the project. The location of the satellite dish/antennae should take into account their visibility from the streets, Association Property. Please attempt to install your dish/antennae in the least visible location possible.

Satellite dishes/antennae are not to be located above the roof line.

All wiring shall either be hidden out of site, or painted to match the structure it is attached to. Wires shall not be left hanging loose or unpainted.

While an Owner is not required to obtain approval from the ARC prior to installing an outdoor antenna or satellite dish, it is advisable that an Owner complete and submit an architectural application for review and approval prior to installation of such device in order to minimize the possibility that the placement of an outdoor antenna or satellite dish is deemed to be unapproved. An Owner must complete and submit an architectural application after installation, if not submitted prior to installation, at which time the ARC will determine if the antenna or satellite dish is approved.

If satellite dish/antennae is installed in an area that is visible to the Association Property or the street, based on the location required for a signal, the Association reserves the right to request additional camouflage to mitigate its obtrusiveness and visual impact. The Association also reserves the right to require the relocation to another area if the Association can provide an alternative location with appropriate signal strength. The cost of the test for signal strength shall be by the Association. The cost to relocate the satellite dish shall be paid by the Owner.

4.23 **Screen Doors.** Screen doors may be not be installed on the front door or entrances without prior ARC approval. The Association will only consider and approve the following screen doors, *Arcada, Cottage Rose, and Cabo Bella, (in Navajo White, Copper, or Tan ONLY)*, sold by The Home Depot, as the approved standard since it has been determined that the doors can be fitted

for proper installation. Select from the aforementioned . No other doors will be approved for installation.

4.24 **House Painting Review Procedure.** All painting must be approved by the Association. The following requirements apply:

4.24.1 **Submittal Requirements:**

- (a) Photos of all 4 sides of the home from corner to corner along with any additional structures (trellises, gazebos, etc.) that are to be painted.
- (b) Photos of the fronts of the house on either side of the home being processed.
- (c) Color swatches of the colors to be used and where.
- (d) Photo or plan marked up to indicate which color is to be applied to which surface.
- (e) Justification statements. See below.

NOTE: IF ALL REQUIREMENTS ARE NOT PROVIDED WITH SUBMITTAL, SUBMITTAL WILL BE RETURNED AND WILL BE DEEMED INCOMPLETE AND UNACCEPTABLE.

4.24.2 **Justification Statement:**

- (a) Provide a written statement as to whether or not a color change is desired and if so, on what surfaces and elements.
- (b) Provide a written statement explaining the selection of colors. Important to provide justification as relates to the color selection and its appropriateness to the exterior elevation style of the home. (Exterior color schemes are directly related to architectural styles and will be reviewed based upon this criteria.)
- (c) If existing color scheme utilizes more than one color on stucco surfaces and/or planes, maintain this same differentiation in tone and intensity with new color selections.
- (d) Provide any photos or references justifying the color selection and its use on the same architectural style of home. Please keep scale of the house in mind. Don't pick a little shed to justify painting a two story house or a large estate or commercial building to justify a single family residence.
- (e) Provide a written statement justifying the intensity and/or tone of the color based upon the existing tone and color of the neighborhood as a whole, the size of the unit and the distance between homes. The larger the home the greater the need to tone down or soften the color selection. The farther the homes are separated from each other, the greater the need to tone

down or soften the color. If the general tone of the color schemes and the neighborhood as a whole is muted, then the color selection needs to be softer and/or more muted.

4.24.3 **Review Elements:**

- (a) Appropriateness of color scheme to architectural style.
- (b) Color tone and intensity in keeping with overall neighborhood.
- (c) Color tone and intensity in keeping with size of home and separation from neighbors.
- (d) Color compatibility with adjacent homes.
- (e) Does not repeat color scheme of an adjacent home.

4.25 **Room Additions / Accessory Buildings/Structures.**

Room additions and accessory building are not permitted.

THE PASEOS ASSOCIATION

ARTICLE 5 CONTRACTOR GUIDELINES

Association members are to ensure that any contractor they hire to perform work in the Community adhere to the following:

5.1 **Traffic Safety Rules.** Contractor shall abide by all traffic safety rules and signs, posted and otherwise. The Association is a family community – watch for children playing.

5.2 **No Blocking of Traffic.** Vehicles and other equipment must be parked in such a manner so as not to block traffic or access to fire hydrants, driveways, streets or mailboxes.

5.3 **No Oversight Storage of Materials.** Contractors shall not leave vehicles, equipment, trash, construction debris or material on streets overnight.

5.4 **Compliance With Laws.** Contractors shall adhere to all local ordinances and other Applicable Laws in the performance of work.

5.5 **Portable Toilets.** Portable toilets are not allowed unless approved by the Board in writing.

5.6 **Dumpsters.** Dumpsters shall be maintained in a neat and sanitary manner on the Lot/Unit during construction. Materials shall be placed so that they are not visible outside of the dumpster. A regular dumping service shall be retained a minimum of once per week. Dumpsters are not permitted in Condominium communities, shared driveways, streets, or Association maintained property.

5.7 **Actions by Association.** Community landscaped areas and sidewalks shall be protected during construction. The Association will repair any damage to the Association Property caused by the construction activity and will either back-charge the Owner or will deduct the cost thereof from the construction/clean up deposit. For major remodels, the Association reserves the right to require screened fencing, which includes the use of a six foot chain link fence and frontage gate secured by a dark green mesh behind the sidewalk, which shall be maintained in good condition and all construction materials must be kept behind the fence.

5.8 **Material on Streets.** If lumber or other packaged material is unloaded in the street, street access must not be blocked and safety warning devices must be used while the material is being unloaded. The maximum length of time that material can be stockpiled in the street is eight (8) hours. Unpackaged material, such as sand or soil, may not be unloaded in the street. Stockpiling in the street is prohibited.

5.9 **Accumulation of Construction Materials.** No construction equipment, materials, debris or trash shall be allowed to accumulate or be stored on the Property.

5.10 **Alcohol Restrictions.** Contractors shall not bring or use alcohol or recreational drugs on site.

5.11 **No Pets.** Contractors shall not bring dogs on site. Contractors shall only be allowed to bring onto the Properties persons who are working with Contractor on the construction project.

5.12 **Safety Precautions.** Contractors must take all necessary safety precautions and shall erect and maintain barriers, lights, signs and other safeguards to give adequate warning to everyone on or near the site of dangerous conditions associated with their construction activity.

5.13 **Compliance With Laws.** All construction activity must comply with local governmental codes/permits as well as Plans and Specifications approved by the Association's Architectural Committee.

5.14 **Condition of Streets.** At the end of the work day, the streets must be left broom clean. All debris (i.e. paper, bottles, cans and litter) must be removed from the job site on a daily basis. Street washing is strictly prohibited.

5.15 **Music and Other Sounds.** Contractors shall not play radios or other musical appliances so that the sound extends across the Unit property lines. Contractors shall minimize noise impacts from generators or other construction equipment.

5.16 **Compliance With Storm Water Requirements.** Contractors must perform work in accordance with Best Management Practices and the Water Quality Management Plan (i.e. Erosion and sediment controls must be in place. Washing must be confined to the Unit area. Materials may NOT be discharged into the storm drain).