

AMADOR COMMUNITY ASSOCIATION

DESIGN REVIEW GUIDELINES

Adopted: October 27, 2022

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Article 1: Definitions

1.1 “Applicant” is an Owner who has submitted an architectural change request to the Design Review Committee per these Guidelines.

1.2 “Association” means the Amador Community Association, a California nonprofit mutual benefit corporation that is located at 8090 Cornwall Ct., Rancho Cucamonga California.

1.3 “Board” or “Board of Directors” means the Board of Directors of the Association.

1.4 “CC&Rs” means the Association’s Declaration of Covenants, Conditions, Restrictions, and Reservation of Easement for Amador recorded with the County of San Bernardino on June 8, 2007.

1.5 “DRC” means the Design Review Committee.

1.6 “Management Company” means the company retained by the Association to handle the day-to-day operations of the Association

1.7 “Owner” or “Member” means the person or persons holding a fee simple interest to a Condominium in the Association.

1.8 Other capitalized terms used herein contain the same definition as found in the CC&Rs.

Article 2: Overview

2.1 Objectives. To guide the Association, DRC, and Owners on the ways the integrity of the Association is preserved. These Guidelines address improvements for which Owners most commonly submit applications but are not intended to be all-inclusive. The specific objectives are:

A. To provide uniform guidelines to be used by the DRC in reviewing applications for conformance to the standards set forth in the legal documents of the Association.

B. To assist Owners in preparing an application to the DRC.

C. To increase Owners’ awareness and understanding of the CC&Rs, Bylaws, and Articles of Incorporation.

D. To maintain and improve the quality of the living environment in the Association.

E. To illustrate basic design principles which will aid Owners in developing exterior improvements that are in harmony with the immediate neighborhood and the community as a whole.

2.2 Purpose. The intent of these Guidelines is not to inhibit individuality and creativity, but to assure the continuity in the design and aesthetics of the Association that will help preserve or improve the community's appearance, protect property values, and enhances the overall environment of the Association.

2.3. Scope.

A. Alter Structural Integrity. Owners are reminded that approval from the DRC is required for any improvements to the interior of his/her Unit that may affect the structural integrity of any building.

B. Exterior Appearances. The DRC must approve any change to the exterior appearance of one's property. Further once a plan is approved, the DRC before installation must approve any modification to the approved plan.

C. Landscaping. Any additions or alternations by Owners to the landscaping in Common Areas or Exclusive Use Areas are subject to approval from the DRC.

D. Minor Alterations & Removals. It is important to understand that DRC approval is not limited to major alterations, but includes minor alterations, including installing cameras, fixtures, decorations, and light fixtures. Approval is also required when an existing item is to be removed.

2.4 Exceptions. An application and DRC approval are not required for the following when located within an Owners' Exclusive Use Area, front door alcove, or balcony:

A. Decorative items, including bird feeders, hummingbird feeders, figurines, welcome boards. and wind chimes, as long as any hanging item is only installed within wood beams, and NOT the stucco of the building;

B. Barbeques that are movable;

C. Patio furniture, including outdoor chairs, couches, and self-standing umbrellas;

D. Potted Plants and Planters with saucers on the condition that they contain at all times live, healthy plants or artificial plants that adequately represent living plants; and

E. Welcome Door signs that are hung via Command hooks or over-the-door hooks; NO nails, screws, etc. may be used on the front door.

Article 3: Criteria

3.1 Review. Each application is reviewed on an individual basis. There are no “automatic” approvals. The DRC evaluates the merits of the application, including the particular design proposal, characteristics of the Unit type, and the individual site. There may be an acceptable design for one Unit that may not be acceptable for another Unit type and/or site. The approval, conditional approval, or disapproval, by the DRC of any proposals, plans, specifications, or drawings will not bind the DRC to approve or disapprove the same or similar improvement or matter in the future. The DRC specifically reserves the right to reject the same or similar plans, specifications, or proposals subsequently submitted by the same or any other person.

3.2 Application Required. In every case, an application must be submitted and reviewed to consider specific implications of location and impact on surroundings.

3.3 Standards

A. The proposed improvement must be compatible with the architectural characteristics of the building, adjoining Units, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color, construction details, etc.

B. DRC will consider the potential effect of the proposed improvements on access and privacy of adjoining Units and the neighborhood.

C. The DRC will decide what is acceptable and what is not acceptable.

3.4 Means & Methods. The review or approval from the DRC is not approving the means or the method of construction. Nor is it approving the installation or providing any type of guarantee to the Owner. This is the sole responsibility of the Owner and/or contractors.

3.5 Government Permits. Approval by the DRC for any improvements does not waive the necessity of obtaining required government permits. Obtaining government permits does not waive the need for DRC approvals. Approval by the Association does not constitute approval by the County or City or any other government agency nor does the Association review for such compliance.

Article 4: Application Process

4.1 Application. All requests are to be made to the Association through its Management Company and brought to the attention of the DRC on the “Architectural Change Request Form,” which is attached hereto as Exhibit A. Additional copies may be obtained by contacting the Management Company.

4.2 Neighbor Notification. If the proposed work to perform the requested architectural change will affect your neighbors, the DRC requests the Applicant advise his/her neighbor of his/her proposed project and obtain the signature of the neighbor (whether Owner, lessee, or tenant) on the application. (The neighbor's signatures are not for approval or disapproval. They merely indicate that the neighbor is aware of the improvement.) Neighbors may submit their concerns in writing to the DRC for consideration.

4.3 Right of Entry. If construction work requires the use of common areas, access from property not owned by the Applicant for purposes of transporting labor and materials, and/or for the temporary storage of materials for the work, the Applicant shall obtain written permission from the Association, and/or the Owner of the right to enter during construction. A copy of the letter granting permission shall be submitted to the DRC before the commencement of construction. A security deposit or bond, as deemed necessary by the DRC may be required from the Applicant. Unused deposits will be refunded after completion of work and final acceptance by the DRC. Payment will be refunded by U.S. Mail within 30 days after DRC's final acceptance.

4.4 Submittals. With the Architectural Request Change Form, the Applicant shall submit 2 copies of any plans showing the nature, kind, shape, height, width, other dimensions, color, materials, and location of the proposed construction/modification or architectural change. Incomplete submittal packages will be returned.

4.5 Review & Response. The DRC shall deliver its written approval, disapproval, or request for additional information or materials to the Applicant at the address listed on the application no later than 45 days after the date on which the DRC has received the complete Application. No purported oral approval by the DRC is valid or effective. When the plans are approved by the DRC, one set of the approved plans will be returned to the Applicant and the other set will be retained by the Management Company and the DRC. The DRC prohibits Applicants from commencing construction before written approval.

4.6 Notice of Completion. When improvements have been completed, the Applicant will notify the Association via the Management Company of the completion of the work. Attached as Exhibit B is the "Notice of Completion." The DRC may thereafter inspect the completed work, but any inspection must occur within 60 days of the date of the Notice of Completion.

Article 5: Construction Periods

5.1 General. Work shall commence within 60 days of the date of written approval and be completed within 6 months of the date of written approval. If the scope of the job warrants more time, the DRC may extend the construction period. The Applicant shall submit a construction phasing plan and schedule requesting a longer construction period.

Article 6: Specific Architectural Changes

6.1 Antenna/Satellite Dishes. Plans and specifications for the type and location of Authorized Antennas must be submitted to the DRC for approval.

A. The following are considered “Authorized Antennas”

1. An antenna designed to receive direct broadcast satellite service, including direct-to-home satellite service, that is 1 meter or less in diameter;
2. An antenna designed to receive video programming service, including multi-channel multipoint distribution service, instructional television fixed service, and local multipoint distribution service, and is 1 meter or less in diameter or diagonal measurement;
3. An antenna designed to receive television broadcast signals; or
4. An antenna used to receive and transmit fixed wireless signals.

B. Authorized Antennas may be installed in the Exclusive Use Area on a mast, tripod, or railing. If reception is not possible in any location of the Exclusive Use Area of a Unit, the Owner may request permission for the satellite dish to be installed on the building fascia in keeping with the specific guidelines for such installation. No installation is permitted on the rooftop or building exterior wall.

6.2 Cabanas. Plans and specifications for placing any easy-up, pre-manufactured, or constructed cabana of any size and shape must be submitted to the DRC for approval. No Cabana structure shall be permanently attached or anchored to the ground or any building or portion of a building.

6.3 Doorbell Cameras/Outside Cameras. Specifications for installing a doorbell camera or outside camera must be submitted to the DRC for approval.

6.4 Garage Door Keypads. Plans and specifications for installing garage door keypads shall be submitted to the DRC for approval. The garage door keypad is only authorized for installation on the wood frame and is required to be the color of or complementary with the color of the Unit’s garage trim and/or door.

6.5 Pet Doors. Subject to the DRC approval, pet doors may be installed in a Unit’s sliding glass door to the Unit’s patio, but NOT on a balcony’s sliding glass door, if the pet door is removable and the sliding glass door can be returned to its original state upon the removing of the pet door slider insert. The pet door must be removed within 60 days after no pet is residing in the Unit.

6.6 Security Doors and Invisible Screen Doors. Plans and specifications for security doors and invisible screen doors must be submitted to the DRC for approval. Any security door must be clear or full view and/or with no to minimal decorative design. All security doors and invisible screen doors must be installed within the existing doorjamb in a style or color that

matches or is complementary to the color of the Unit's door, doorjamb, and/or building. A security door or invisible screen door shall "blend" with the home and not stand out on its own.

6.7 Solar Energy System. Installation of a Solar Energy System on the building of an Owner's Unit to serve the Owner's domestic needs will be permitted as long as (a) the design and location of the solar energy system meet the requirements of all applicable government ordinances, and (b) the design and location receive the prior written approval of the DRC.

A. Any application to the DRC seeking to allow the installation of, or addition to, a Solar Energy System shall include a written report from a California licensed structural engineer, hired at the sole expense of the current Owner, to certify that the building structures are sufficient to bear the weight of the proposed Solar Energy System.

B. All contractors installing, maintaining, repairing, replacing, and/or removing any Solar Energy System within the Community shall be licensed for those purposes within the State of California and shall carry commercial liability insurance of at least \$1,000,000, and workers' compensation insurance as required by law. All such contractors shall also be bonded to the extent required by the California State Contractors Licensing Board. All such contractors shall present proof of all such insurance and/or bonding to the Association before the commencement of any work. The DRC shall have the right to review the contract of any such contractor to confirm compliance.

C. Before the commencement of any work approved by the DRC to install, maintain, repair, replace, and/or remove any Solar Energy System within the Community, the Owner and/or the Owner's contractor(s) shall obtain all permits as may be required by the City of Rancho Cucamonga California and any or all other government entities.

D. During the period of an Owner's record ownership of a Unit receiving power, heat, or any other benefit from a Solar Energy System:

1. Said Solar Energy System shall remain the property of that Owner.
2. The record Owner shall be solely responsible for the maintenance, repair, replacement, and/or removal of said system.
3. At the sole expense of the record Owner, the Solar Energy System and the Common Area roof upon which it is installed shall be inspected and water tested annually for damage and leaks caused by the presence of the Solar Energy System, including, by not limited to, damage or leaks at any points where the system is attached to the roof. The time frame of the annual inspection shall be specified by the DRC as a condition of the approval of the application for installation.
4. If the installation, maintenance, repair, replacement, and/or use of a Solar Energy System is found to have caused any damage or loss, including, but not limited to, damage to the roof upon which it is installed, damage to any other building, structure, damage resulting from moisture intrusion, structural damage, drywall damage to any Unit, damage to personal property of the Association and/or any other Member of the Association,

and/or personal injury, the record Owner shall immediately do the following:

- a. As to damage to the Association Property, or other loss sustained by the Association, (1) if directed by the Association, cause any damage to be repaired by a qualified, licensed, insured, and bonded contractor, approved by the Association, at the expense of the record Owner and (2) indemnify and reimburse the Association for its cost of repairing any property damage not repaired by the record Owner, and any other resulting loss.
- b. As to damage to the Unit of the record Owner being served by the Solar Energy System, cause such damage to be repaired by a qualified, licensed, insured, and bonded contractor at the expense of the record Owner.
- c. As to damage to the Unit of, or loss sustained, by another Member of the Association, indemnify and reimburse the other Owner for the cost of any property damage or other loss resulting therefrom.
- d. As to any damage or other loss sustained by any third person, who is not a Member of the Association, including, but not limited to guests, invitees, tenants, and visitors, within the Community, compensate, indemnify, and reimburse said persons for losses resulting therefrom.

E. The Association is hereby granted full easement rights beneath, over, and around the Solar Energy System for conducting Common Area and/or other maintenance, repairs, and replacement required of the Association by the CC&Rs and/or other Governing Documents. In the event that any Association maintenance, repairs, and replacement cannot be undertaken or completed with the Solar Energy System in place, the record Owner of any Unit being served by said system, at said Owner's sole expense, will remove, or cause to be removed, the entire Solar Energy System, or any portion thereof, to the extent necessary to allow the Association to conduct such maintenance, repairs, and replacement. The Solar Energy System may thereafter be replaced by the record Owner at their sole expense. All such removal and/or replacement of the Solar Energy System as provided in this section shall be subject to and comply with all other conditions of these Guidelines and the original installation approval.

F. All contractors shall be notified of and abide by any Association rules regarding contractors, visitors, parking, and work hours, subject to such exceptions as may be granted by the Board of Directors to facilitate the work to be done.

G. The Solar Energy System must meet all health and safety standards of state and local permitting authorities. The Solar Energy System must meet the current safety and performance standards of the National Electrical Code, the Institute of Electrical and Electronics Engineers, the California Building Code, and any accredited testing laboratories, such as Underwriters Laboratories. The solar energy system must comply with any applicable rules of the Public Utilities Commission regarding safety and reliability.

H. The record Owners of any Unit-seeking approval of the installation of a Solar Energy System must execute an Agreement Containing Covenants Affecting Real Property Regarding the Installation of a Solar Energy System, in the form to be provided by the DRC, as a condition of approval. Such documents will be recorded with the County Recorder for the County of San Bernardino, California, and thereby bind the current record Owner and all future Owners to the terms and conditions of such approval.

Article 7: Prohibited Architectural Alterations

7.1 Indoor Installations. Owners are prohibited from the following:

A. Puncturing, piercing, or otherwise altering any walls shared with another Unit, except to the extent permitted for the hanging of arts, pictures, mirrors, and other similar items; and

B. Installing any sound system, loud speakers, entertainment system, or other music-, sound-, or noise-generating or amplifying device in any walls or ceilings of any attached Unit.

7.2 Outdoor Installations. No person may install on the exterior of any Unit in sight of the Association Property or other Unit, any clothesline, patio covers, wiring, air conditioning equipment, heating units, water softeners, other similar improvements, or other exterior additions or alterations to any Unit.

7.3 Window Coverings & Treatments. Exterior wrought iron bars on windows are not permitted. No reflective materials may be used to create a mirror effect from the outside. No materials such as sheets, paper, or foil will be permitted.

Article 8: Miscellaneous

8.1 Basketball Hoops. When not in use, portable basketball hoops must be stored in the garages, out of sight from public view. Storage of basketball hoops shall not hinder the Owner, tenant, or lessee from parking two vehicles in the garage. Basketball standards or fixed sports apparatus shall not be attached to any Unit.

8.2 Post Tension Slabs. Concrete Slabs for Units constructed in the Community may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension. Cutting into Post-Tension Slab for any reason (for example, to install a floor safe, to remodel plumbing, etc.) is very hazardous and may result in serious damage to the Unit, personal injury, or both. Each Owner shall determine if the Unit has been constructed with a Post-Tension Slab and, if so agrees to the following:

A. The Owner shall not cut into or otherwise tamper with the Post-Tension Slab;

B. The Owner shall not permit or allow any other person to cut into or tamper with the Post-Tension Slabs so long as the Owner owns any interest in the Unit;

C. The Owner shall disclose the existence of the Post-Tension Slab to any person who rents, leases, or purchases the Unit from the Owner; and

D. The Owner shall indemnify the Association and Association's agents, free and harmless from any and against any claims, damages, losses, or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by the Owner.

8.3 Views. There are no guaranteed views within the boundaries of the Association. Owners are advised that no lot is assured of the existence or unobstructed continuation of any particular view.

Article 9: Violations

9.1 General. Improvements that are installed without the necessary approval from the DRC will constitute noncompliance with the CC&Rs and may require modification or removal of work at the expense of the Owner, including any legal fees incurred. Remedies will be pursued to the fullest extent permitted by the CC&Rs and the law. Owners must submit a DRC request package for review before any architectural changes or installations.

9.2 Notices & Fines. Improvements that are installed without the necessary approval from the DRC, in addition to constituting a violation of the CC&Rs, are subject to notices and fines as outlined in the Association's Rules and Regulations, Article 10, sections 10.3 through 10.5.

9.3 Reporting. All Owners have the right and responsibility to bring to the attention of the DRC any violations of these Guidelines by writing to the Board of Directors through the Management Company.

9.4 Damage. Owners shall be responsible for any damage caused by the streetscape, common areas, or open space areas as a result of construction improvements. This includes construction debris and other materials used in making said improvements. All refuse must be promptly removed from the premises to a regulated disposal area.

EXHIBIT A
AMADOR COMMUNITY ASSOCIATION
Architectural Change Request Form

Name: _____ Date: _____

Address: _____

Mailing Address (if different): _____

Telephone: (Daytime) _____ (Evening) _____

I am requesting to make the following alteration to my property:

(In describing your proposed alterations, please include all relevant information such as materials to be used, texture, color, dimensions, etc., and/or attach photographs, construction plans, etc. If need more space, please use a separate sheet.)

- Thank you for submitting an Architectural Change Request Form for the DRC review.
- You will be notified in writing by the Association's DRC as to their decision regarding your request
- Work should not begin until written authorization has been obtained.
- The Owner is solely responsible for any damage to his/her property or neighboring properties that is a result of work done. Any personal injury related to the modification is the Owner's responsibility.
- All necessary permits must be obtained before work commences. You are required to check that your contractor is licensed and insured.

Notice to Adjoining Neighbors

(If proposed alteration will require construction work affecting the use or enjoyment of a neighboring Unit, please include your adjacent neighbor's signature [whether Owner, tenant, or lessee].)

By signing below, I acknowledge that I was informed of Applicant's architectural change request:

Unit: _____ Signature: _____

Unit: _____ Signature: _____

Unit: _____ Signature: _____

Unit: _____ Signature: _____

****FOR OFFICE USE ONLY****

Architectural Application: _____ Approved _____ Declined

Upon the Following Conditions/For the Following Reasons: _____

Reviewed by: _____ Date: _____

EXHIBIT B
AMADOR COMMUNITY ASSOCIATION
Notice of Completion

Name: _____

Address: _____

Mailing Address (if different): _____

Telephone: (Daytime) _____ (Evening) _____

Architectural Change Request: _____

Date of Completion: _____