



# **SYCAMORE GROVE RULES AND REGULATIONS**

**Revised: 4.1 Architectural - March 20, 2023**

**Revised: 20 Trash- June 12, 2023**

**Revised: 15.5 Lights – September 11, 2023**

**[Revised: 10.3 Animals – March 11, 2023](#)**

1. **Introduction.** Sycamore Grove (“**Community**”) is a residential community that is currently planned to contain up to 164 Separate Interests, consisting of Condominiums and Detached Residences. Because community living relies on the mutual cooperation of all to be successful, Sycamore Grove Simi Valley Homeowners Association (“**Association**”) created these rules and regulations (“**Rules**”). Inside you’ll find practical rules, regulations and guidelines that are intended to help foster a harmonious, enjoyable and safe environment for all residents of the Community. These Rules contain basic guidelines that, if observed, help ensure that the grounds of the Community remain in good condition and that neighbors treat each other with respect and consideration.

The Community is subject to the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Sycamore Grove (“**Declaration**”), Articles of Incorporation of Sycamore Grove Simi Valley Homeowners Association (“**Articles**”) and Bylaws of Sycamore Grove Simi Valley Homeowners Association (“**Bylaws**”) (collectively, “**Governing Documents**”). The Board has the power to revise these rules, regulations, and any guidelines, policies and procedures set forth in these Rules from time to time. If you would like to contribute suggestions for these Rules, please submit them to the Management Company for consideration by the Board.

The Board has adopted these Rules in addition to the provisions of the Declaration and the Bylaws. In the event of any conflict between these Rules, the Declaration, or Bylaws, the more restrictive provision of the Declaration, Rules or Bylaws shall prevail.

These Rules constitute the “**Rules**” contemplated by the Declaration. All Owners, residents and their guests are required to follow these Rules for the good of the Community and the well-being of its residents. These Rules are not meant as an inconvenience, but rather a means of protecting property values and maintaining community harmony. Please read these Rules carefully, and be sure your family, guests and tenants fully understand and follow the rules, regulations and guidelines set forth below. If you have questions, please contact the Management Company.

As you read through these Rules, you will encounter initially capitalized terms. Except as otherwise defined in these Rules or as the context otherwise requires, these initially capitalized terms have the same meanings given them in the Declaration.

As a point of clarification, all references below to Association Property include, but are not limited to, Private Streets, the park areas, the recreational facility, and all portions of the Condominium Buildings, except the Condominium Units.

2. **Association.** The Association establishes and enforces these Rules and the other Governing Documents, manages the financial affairs of the Association, and oversees the operation and maintenance of certain areas within the Community described as "Association Property" in the Declaration. Those areas generally consist of areas and facilities within the Community for the common use and benefit of the Owners within the Community and the Association Maintenance Areas generally consist of either portions of the Detached Residences or areas outside of the Community which the Association maintains. In each of these areas, a professional management company (“**Management Company**”) assists the Association, the Board of Directors and various Board appointed committees with day-to-day Association matters such as collecting assessments, keeping the Association’s books and records, sending meeting notices, investigating complaints, sending courtesy notices and violation notices to Owners, providing the Board with contract bids and advice, communicating with Owners and preparing and sending the annual disclosure packages to Owners. The Management Company designated by your Board of Directors is:

Sycamore Grove Simi Valley Homeowners Association  
c/o Seabreeze Management Company  
750 N. San Vicente Blvd. Suite 800  
West Hollywood, CA 90069  
Phone: 800-232-7517  
Email: CustomerCare@Seabreezemgmt.com  
Website: Seabreezemgmt.com

The Board governs the Association, and meets regularly to make decisions pertaining to those matters for which the Association is responsible. Owners will be notified of the date, time and location of all meetings of the Members and the Board. If you are interested in becoming involved in the Association, please contact the Management Company. Your Management Company and community management team is selected by the Board of Directors to facilitate the day-to-day operations and manage the Association affairs. However, the Board of Directors are ultimately responsible for all decisions made within the Association and provide direction to the community manager on governing enforcement and compliance, as well as establishing the Association action items. Your community manager is your direct point of contact for all items related to your Association, and is the liaison between the Board of Directors and the homeowners, and vice versa.

Residents of the Community are encouraged to work together to build a harmonious community. If any disputes between individual Owners should arise, the parties are encouraged to try to resolve them on their own.

To report problems related to the Community, please contact the Management Company.

**3. Communication and Voluntary Cooperation.** To facilitate harmony within the Community, all residents, tenants and their guests must comply with the rules and guidelines set forth in these Rules and the Governing Documents. If you believe that a rule or restriction is unfair, you may bring it to the Board's attention, run for the Board, or participate on a committee, etc.

The Association welcomes communication from its Members. Please feel free to call or write to the Management Company (the Association's liaison) to discuss any questions or issues.

**4. Maintenance and Inspection Obligations.** Both Owners and the Association have maintenance and inspection obligations. Owners should consult the Declaration, the Homeowners Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations for specific maintenance requirements. As set forth in the Declaration, a portion of the Owners' maintenance and inspection obligations require Owners to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Residences.

Similarly, specific maintenance and inspection requirements for the Association are set forth in the Association Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations. The Association is also required to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Association Property, the Association Maintenance Areas and other areas as specified in the Declaration.

**5. Severability.** If any of the provisions of these Rules are held to be invalid, the remainder of the provisions shall remain in full force and effect.

**6. Enforcement of Governing Documents.** If there is a violation of the Association's Governing Documents, including these Rules, then a Member may submit a Violation Complaint Report to the Management Company, a copy of which is attached to these Rules and incorporated herein. No Member complaint can be acted upon by the Board unless there is supporting documentation, i.e., the written complaint. In an emergency situation or under extenuating circumstances, however, the Management Company, in its sole discretion, may choose to act on a complaint that is not in writing, and create its own written record of the situation.

**7. General Rules for Association Property.** The following are general guidelines you, your tenants and guests must observe within the Community.

**7.1 Safety and Noise.** Please use common sense and courtesy in regard to voice levels, unnecessary noises and boisterous conduct. This includes, but is not limited to, televisions, radios and/or other sound emitting devices. Keep the volume at a reasonable level at all times so other residents are not disturbed. Quiet hours shall be between 10:00 P.M. and 8:00 A.M.

**7.2 Damage Caused by Owner.** In addition to any fine payable by the damaging Owner, Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to the Condominium Buildings, common facilities, equipment, or any other Association Property and Association Maintenance Areas in accordance with the Declaration, if it is determined that the damage was caused by the Owner, its lessees, guests, employees or contractors. The Board reserves the right, under the terms of the Declaration, to deny use of any Association facility to any Member or its guests and tenants at any time and billback any additional fees incurred to compel compliance, such as legal fees.

**7.3 No Obstruction.** Obstruction of the Association Property or Association Maintenance Areas, including, without limitation, the Private Streets, throughout the Community is not permitted. No one may store or place anything in the Association Property other than in an Exclusive Use Easement Area. This includes, but is not limited to, potted plants, signage, pictures, paintings, items of furniture, clothing, shoes, cleaning equipment, etc. The Association will not be responsible for any damage to, or loss of, any personal property left in any Association Property or Association Maintenance Area.

**7.4 Outside Drying or Laundering.** No exterior clothesline shall be erected or maintained or hung on patios, balconies or railings within the Community, and there shall be no exterior drying or laundering of clothes, towels or any other items on any Exclusive Use Easement Area, or Association Property. Notwithstanding the foregoing, Owners of a Detached Residence may use the backyard of the Detached Residence for clotheslines or drying racks provided that such laundering apparatuses are not visible at street level from outside of the Detached Residence.

**7.5 Private Streets.** No vehicles or other uses, structures or items shall block access to the Private Streets or restrict ingress or egress over the Private Streets. Vehicles parked in driveways, to the extent so permitted under the Governing Documents, shall not extend into the sidewalk or the Private Streets.

**8. Conduct Affecting Insurance.** Please refer to Article 10 of the Declaration for additional information regarding Association and Owner insurance requirements. If you have further questions, please contact the Management Company. An Owner who is responsible for an increase in the rate of insurance on the Association Property shall be personally liable to the Association for the cost of the additional insurance premiums.

Nothing shall be done or kept in any Condominium, Exclusive Use Easement Area or Association Property that will increase the rate of insurance without the approval of the Association.

No Owner shall permit anything to be done or kept in his or her Condominium, Exclusive Use Easement Area or in the Association Property which could result in the cancellation or suspension of insurance or which would be in violation of any law.

## **9. Use Restrictions**

**9.1 Residential Use.** Except for the Permitted Commercial Uses expressly permitted for the Live/Work Residences in Section 2.3.6(a) of the Declaration, the Separate Interests shall be used for residential purposes only. For home occupation and commercial use restrictions, please refer to Sections 2.1.2 and 2.1.3 of the Declaration.

**9.2 Live/Work Use.** The Live/Work Residences may be used for the purposes set forth in Section 2.3.6 of the Declaration. The first floor work space of the Live/Work Units shall be used for commercial or office purposes in conformance with Section 5.4.1 of The Enclave Specific Plan as provided in Section 2.3.6(a) of the Declaration. Residents will be required to submit notice of Live/Work Business Operations with the Association prior to commencement of any business operations. Please see Live/Work Business Operations Notice & Application.

**9.3 Exclusive Use Easement Areas.** Exclusive Use Easement Areas must be used as outdoor living areas only.

**9.3.1** It is the responsibility of the Condominium Owner to ensure that existing drainage patterns on patios are maintained and all drainage systems kept free of debris and free flowing. Changing the drainage pattern may cause damage to the Community's buildings and structures.

**9.3.2** No Owner of a Condominium shall use any patio for storage purposes, including, without limitation, the storage of bicycles, children's toys, shoes, storage containers, or any items generally associated with storing inside a home or a garage.

**9.4 Alarms.** Any alarm installed in a Residence shall be the type of alarm that is monitored by a certified alarm company.

**9.5 Vibrations and Noise.** No Owner shall attach to the walls or ceilings of any Condominium any fixtures or equipment which will cause vibrations or noise or unreasonable nuisance or damage to the Owners of the other Condominiums or to the Association Property.

**9.6 Grilling.** No Owner shall use a charcoal or wood grill, or any grill other than a propane, natural gas or electric grill, on any patio or other elevated surface of a Condominium, Exclusive Use Area or Condominium Building. No Owner shall use a charcoal or wood grill, or any grill other than a propane, natural gas or electric grill, within 10 feet of any Condominium Building.

**9.7 Sports Apparatus.** No basketball standard or fixed sports apparatus shall be attached to any Residence. Portable basketball apparatus are permitted so long as they are moved in the interior of the garage of the Residence when not in use, and in any event, by 9:00 p.m. No portable basketball apparatus or skateboard ramps are permitted within the Association Property, including, without limitation, the Private Streets.

## **10. Animals**

**10.1 Governmental Regulations.** Please refer to Article 2 of the Declaration for more information regarding animal restrictions. Owners must comply with the laws and regulations of the City of Simi Valley, California ("**City**") and the County of Ventura, California ("**County**") regarding control and health of pets. All dogs shall have a current license and all dogs and cats shall have an identification tag. Loose, unattended dogs, cats or other animals without an identification tag may be reported to the local Animal Control for pickup.

**10.2 Number and Types of Animals.** Section 2.1.1 of the Declaration contains provisions regarding the number and types of animals that may be kept within the Community.

**10.3 Pets in the Association Property.** Dogs are allowed in the Association Property, including the Private Streets, only if they are at all times on a leash not to exceed 6 feet. Retractable leashes are ~~not~~ prohibited. Dogs shall not be tied to trees or any exterior building structure. Pets must be under the control of the resident or resident's guest when outside of the Residence, Exclusive Use Easement Area or fenced portion of the Lot or Detached Residence. Pet owners are responsible for any damage to person or property caused by their pets.

**10.4 Cleaning Up After Your Pet.** Fecal waste deposits made by pets on any Association Property must be promptly cleaned up by the owner of the pet. Waste must be put in a tightly sealed plastic bag before disposal. The pet owner, at his or her sole cost and expense, shall repair any damage caused by the owner's pet, including without limitation damage to landscaping, stained stucco, and claw marks on Association Property. No animal shall be bathed, at any time, within the Association Property (excluding the Exclusive Use Easement Areas).

**10.5 Disturbance from Pets.** Unreasonable and/or continuously barking dogs on Exclusive Use Easement Areas, within a Lot, or inside a Residence are not permitted. Any pet that makes noise disturbing to a neighbor must be confined within its owner's Residence in a place from which such noise cannot be overheard. Residents who are disturbed by an animal are urged to first contact their neighbor and if unsuccessful, to contact the Association in writing with a formal complaint and to contact Ventura County Animal Services at (805) 388-4341.

**10.6 Liability.** Each person bringing or keeping a pet within the Community shall be fully liable to other residents and their guests for any damage to persons or property caused by any pet brought upon or kept within the Community by such person or by members of his/her family or guests. If, after notice and a hearing, the Board finds that a pet is dangerous or creates a nuisance, the Board may require the pet to be removed from the Community within 7 days.

**10.7 Outdoor Animal Structures.** Outdoor structures for the housing or confinement of any bird or other animal require design review approval in accordance with the process described in the Design Guidelines.

**10.8 Human Assistance Animals.** Human assistance animals, e.g., seeing eye dogs, are exempt from rules that interfere with their duties. Notice of any exemption claimed by a resident should be sent in writing to the Board in a timely manner.

**11. Modification of Separate Interests.** All Owners must comply with the Design Guidelines prior to modifying a Residence, Lot, Detached Residence or Exclusive Use Easement Area. To the extent permitted under California Civil Code Section 4760, each Owner may modify his or her Residence and the route over the Association Property leading to the front door of his or her Residence, at his or her sole expense, to facilitate access to his or her Residence by persons who are blind, visually impaired, deaf or physically disabled, or to alter conditions which could be hazardous to such persons. Upon moving out of a Residence, the Owner shall be obligated to remove any modifications and restore the area to its original condition. If an Owner fails to do so, the Association may do so on the Owner's behalf and the Owner shall be liable to reimburse the Association for all of its costs and expenses.

**All Owners, contractors and subcontractors performing work in a Residence must comply with the procedures for contractors set forth in the Design Guidelines. These guidelines can also be obtained from the Management Company.**

**12. Fire Safety Devices**

**12.1 Smoke Detectors and Carbon Monoxide Detectors.** Each Owner of a Separate Interest must maintain the smoke detectors and carbon monoxide detectors installed in his or her Residence. As part of this maintenance, the Owner must regularly replace all smoke and carbon monoxide detector batteries regularly.

**12.2 Fire Sprinklers.** The Association will maintain the fire sprinklers within the Condominiums. Each Owner of a Detached Residence will maintain the fire sprinkler within the Detached Residence. Each Owner must take care not to harm, damage or unnecessarily activate the fire sprinklers installed in his or her Residence. The fire sprinklers are heat activated and permitting high heat, steam or burning in the vicinity of a fire sprinkler may cause it to activate, potentially causing extensive damage to your Residence, your personal property, the Association Property, and, with respect to the residences in the Condominium

Buildings, the adjacent residences. Except for periodic dusting you should never touch or allow anything else to touch the fire sprinklers. In particular, you are not allowed to have any item hanging from the fire sprinklers, including, without limitation plants, laundry, posters or other objects. You should also not tie string, floss, wire or any other material on, around or across any portion of a fire sprinkler. Cooperation with the required fire sprinkler inspections is required. Residents of the Condominiums must provide entry to the Condominium when testing occurs.

### **13. Garages, Access and Parking Rules and Regulations.**

**13.1 Declaration Parking Restrictions.** Section 2.1.8 of the Declaration contains vehicle, garage and parking restrictions.

**13.2 Private Streets and Parking.** No vehicles or other uses, structures or items shall block access to the Private Streets or restrict ingress or egress over the Private Streets. Vehicles parked in driveways shall not extend into the Private Streets or block the sidewalks. Residents shall first use their garage and/or driveway before parking in the open parking spaces located in the Private Streets. Each Owner is responsible for advising the Owner's family, tenants and guests of the parking regulations. No parking of any vehicles on aprons or unpaved surfaces, such as lawns or dirt surfaces is permitted. No vehicle shall block or impede access of firefighting equipment to or through the drives and aisles or fire hydrants in the Community. Unless prior written consent of the Management Company is obtained, resident parking in the parking spaces in the Private Streets is limited to 72 consecutive hours, unless otherwise indicated. Any offending vehicle may be subject to tow and the Owner/Occupant to whom such vehicle belongs or is registered may also be subject to fines and other remedies.

**13.3 Guest Parking.** Guest parking spaces are located throughout the Community that are available to guests on a first-come, first-served basis. As provided in the Farmers Office Park Covenants and Grant of Easements, 22 additional parking spaces ("**McDonald's Parking Spaces**") are also available in the commercial area adjacent to the Community as shown on Exhibit G of the Declaration. ONLY GUESTS OF HOMEOWNERS IN THE COMMUNITY MAY USE THE MCDONALD'S PARKING SPACES. Guests of Owners/Occupants may only use the McDonald's Parking Spaces and cannot use any other parking spaces within commercial area not designated as McDonald's Parking Spaces. Guest parking is limited and may not always be available. Guest vehicles must display a permit indicating registration to the applicable Owner/Occupant, as referenced below. Unless prior written consent of the Management Company is obtained, parking in the guest parking spaces is limited to 72 consecutive hours, unless otherwise indicated. Any offending guest vehicle may be subject to tow and the Owner/Occupant hosting such offending guest vehicle may also be subject to fines and other remedies.

**13.4 Live/Work Residence Parking.** Employees of the Live/Work Residences may park in the guest parking spaces within the Community, unless such employees are also Owners/Occupants of the Live/Work Residences. Patrons of the Live/Work Residences may park in the guest parking spaces within the Community from 7:00 a.m. to 9:00 p.m. for commercial uses only and then for other hours, parking spaces will be for guests only on a first come, first served basis.

**13.5 Electric Vehicle Parking Spaces.** An electric vehicle charging station ("**EVCS**") will be provided at one parking space at the recreational center ("**EVCS Parking Spaces**") in the Community. Any person using an electric vehicle charging station is responsible to pay the costs for any electricity used. The EVCS Parking Spaces may be used by residents or their guests. No vehicles may be parked in the area available for electric car charging any longer than is necessary to charge the electric vehicle.

**13.6 Garages.** Garages must be maintained to house the number of motor vehicles as architecturally designed, subject to any allowable conversion of space into an ADU. Other than for uses as may be allowed as an ADU, garages are to be used for parking vehicles only. To the extent that Applicable Laws require that an Owner be allowed to convert a garage, or a portion thereof, to living areas, including without limitation the construction or conversion of space into an ADU, such conversion shall only be allowed to the minimum extent required under Applicable Laws, so as to maximize the ability to utilize the garage for the parking of vehicles inside the garage. Garage doors are to be kept closed except when

vehicles are entering or exiting the garage. Each Owner must maintain his or her garage door opener in good working order. See Section 2.1.8(e) of the Declaration for further garage use restrictions.

**13.7 Vehicle Maintenance.** No repairs, restorations, or any mechanical maintenance of any motorized vehicle, boat, trailer, or other vehicle or equipment shall be conducted within the Community, with the exception of minor or emergency automobile repairs. All Authorized Vehicles and motorcycles within the Community must be operable and possess a current license and registration.

**13.8 Noise.** No one shall race engines, honk horns, spin wheels, permit engines to idle excessively or otherwise create unnecessary noise with motor vehicles or their sound and automotive speaker equipment. All motor vehicles must have adequate muffler and exhaust systems.

**13.9 Prohibited Vehicles.** Recreational vehicles such as motorhomes, travel trailers, camper vans and boats are not permitted in the Community. Section 2.1.8(b) of the Declaration restricts certain commercial vehicles and recreational vehicles from being parked, stored or kept within the Community. Prohibited vehicles are not permitted in the Community, except for brief periods for loading, unloading, making deliveries or emergency repairs. Please review these provisions of the Declaration.

**13.10 Speed and Lights.** All drivers must maintain safe and proper speeds and observe the posted maximum speed while driving in the Community.

**13.11 Car Alarms.** Should a car alarm continue to go off, the Management Company or the Association may, at the Owner's expense, hire a locksmith and take whatever action is necessary to stop the noise. Vehicle alarms that do not automatically go off after an interval are not allowed. The arming and/or disarming of vehicle security alarms and other security devices shall not disturb residents of the Community.

#### **14. Nuisances**

**14.1 Nuisances.** As provided in Section 2.4 of the Declaration, nothing shall be done on or within the Community that may be or may become a nuisance to the residents of the Community.

**14.2 Audio Volumes.** The volume of radio, stereo sets, television and musical instruments shall be kept at a reasonable level at all times, so other residents are not disturbed.

#### **15. Holiday Decorations**

**15.1 Acceptable Timeframe.** The acceptable timeframe for winter holiday decorations is from the day after Thanksgiving until January 10th. All other decorations must be displayed no more than 20 days prior to the day of the holiday and must be removed within 10 days after the holiday.

**15.2 Location.** For the Condominiums, holiday decorations must only be displayed from inside a Condominium Unit and within such Owner's Exclusive Use Easement Area. For the Detached Residences, holiday decorations must be displayed within the boundaries of the Lot. No Owner may place or adhere holiday decorations on Association Property structures or landscape. Owners may not damage or puncture the Condominium Building or eaves in the process of displaying decorations.

**15.3 Wreaths.** For the Condominiums, only holiday wreaths on an over-the-door hanger may be displayed on the main entry door provided that it does not harm the finish.

**15.4 Damage.** Each Owner is liable to the Association for any damage to Association Property caused by that Owner or his or her guests, Occupants, Invitees or any resident of his or her Separate Interest.

**15.5 Lights.** The Association will allow the installation of decorative lighting, which includes stringer lights, bistro lights, or any similar like product within any rear and/or side yard, balcony, and deck. Owners with rear and side yard property will be permitted to display decorative lighting as long as it meets the following guidelines: Lights cannot be hung higher than nine feet (9') from the original constructed grade level, shall be no greater than 50 watts, shall be white light bulbs, decorative colored lighting will not be permitted, and lights shall not be on during community quiet hours (10PM – 8AM ) In the event any Owner installed lighting creates a nuisance to any neighboring property by omitting light pollution, the Association reserves the right to require the removal of such lighting. Owners will be permitted to display designated holiday lighting that is traditionally aligned with the applicable holiday commencing 15- days prior to the date of the designated holiday and shall be removed no later than 15-days after the date of the designated holiday. All holiday lighting must have a “UL” or comparable rating. Outdoor lights must be designed for outdoor use. Please ensure that lights do not disturb other Owners. Outdoor lights may not damage or puncture the Condominium Building or eaves.

**16. Rental of Separate Interests.** Subject to the restrictions in the Declaration and Applicable Laws, an Owner shall be entitled to rent the Owner’s Separate Interest for a term of not less than 30 days. The Owner shall be responsible for all actions of the lessee and subject to the following guidelines:

**16.1 Zero Tolerance for Short-Term Rentals.** All Owners are strictly prohibited from the rental of their Separate Interest that is deemed transient or less than 30 days. The use of Airbnb or similar rental sites is strictly prohibited if the rental is less than 30 days. The Board understands Owners benefiting from the use of short-term rentals may receive a significant sum of money for rentals less than 30 days, and so in recognition of such, together with the strong policy of wishing to preserve the residential use of the Separate Interest, as a disincentive against violations, and to prevent an Owner from profiting from violation the Declaration, the Board, in its discretion, may levy a fine (as a monetary penalty) against an Owner for violations of nuisance and leasing restriction of the Declaration in the amount set forth in the Short-Term Rental Enforcement and Fine Schedule.

**16.2 Management Company Notification.** All Owners who rent their Residence are required to submit a completed Tenant Registration Form to the Management Company in accordance with California Civil Code Section 4740 prior to the tenant(s) occupancy. A copy of the Tenant Registration Form is attached to these Rules.

**16.3 Written Lease or Rental Agreement.** Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and shall provide that any failure to comply with any provision of the Governing Documents shall be a default under the terms of the lease agreement. Upon request by the Association, a copy of any lease agreement shall be provided to the Association prior to the tenant’s occupancy. Sections 2.1.4 and 2.1.6 of the Declaration contain provisions regarding rental of Separate Interests.

**16.4 Compliance with Governing Documents.** A copy of the Governing Documents including these Rules and the Design Guidelines shall be provided by the Owner to each tenant or lessee prior to the tenant’s occupancy. The leasing Owner shall, at all times, be responsible for their tenant’s or lessee’s compliance with all of the provisions of the Governing Documents pursuant to the occupancy and use of the Separate Interest.

**16.5 No Right of Approval.** Other than to enforce the provisions of the Governing Documents, the Association shall have no right to approve the tenant or lessee on any basis, or to approve or reject particular business terms of the lease or rental agreement. If Owners provide the Association with the terms of any leases or rental agreements, renewals, extensions or amendments, such terms shall be held in confidence by the Association at all times and shall not be disclosed except to the limited extent necessary for the enforcement of the Governing Documents.

**16.6 Association Amenities.** Use privileges for amenities and Association Property transfer to the lessee or tenant. An Owner shall have no personal use privileges upon leasing their Separate Interest.

**16.7 Assessments and Voting Rights.** A lessee shall have no obligation to the Association to pay assessments imposed by the Association nor shall any lessee have any voting rights in the Association.

**17. Signs.** Owners displaying signs within the Community are subject to the restrictions set forth in the Declaration and the Design Guidelines and any Applicable Laws.

**18. Landscaping.** Except for those portions of the Lot or Detached Residence that are landscaped by the Declarant, if any, each Owner of a Lot or Detached Residence must install the Improvements and landscaping shown on such Owner's approved landscape plan by the date which is no later than 9 months after the conveyance of the Detached Residence by Declarant to an Owner in accordance with the provisions of Section 2.3.3 and Article 8 of the Declaration and the Design Guidelines. If such plan is disapproved, a revised plan must be submitted not more than 15 days after such disapproval, until a plan has been approved in accordance with the provisions of Article 8 of the Declaration. Owners are not permitted to install any landscaping which interferes with the established drainage pattern over the Community. Owners must also comply with the landscaping restrictions set forth in Sections 2.1.15 and 2.3.4 of the Declaration regarding installation of landscaping and other Improvements.

**19. Potted Plants.** All potted plants located on a Condominium shall be adequately maintained and of a reasonable quantity and size. No potted plants contained within an Exclusive Use Patio Area shall be permitted to extend outside of such area. Owners will be directly responsible for any damage incurred to the exterior building due to over watering. All potted plants be limited to a number that does not overwhelm or crowd the Exclusive Use Patio Area. No homeowner potted plants will be permitted to be placed, maintained or stored within any portion of the Association maintained sidewalk or landscape areas.

**20. Trash Disposal.** Trash, garbage or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of the Community other than in the receptacles customarily used for it, which shall be stored within garages or side yard/backyard except on the scheduled day for trash pickup. Owners are responsible for bringing their trash cans and recycling bins to the curb along the private street on trash collection days and relocating back into the interior garage no later than 12-hours after trash collection.

**21. Noise Control.** The homes within the Community have been designed to encourage indoor/outdoor living, and as such it is anticipated that residents may generate noise while utilizing their outdoor spaces which will be heard by other homes within the Community. Residents, while encouraged to enjoy this aspect of their homes should also be considerate of the impacts from noise they are generating on other residents within the Community, by keeping noise levels to a reasonable level. Residents shall not violate the City noise ordinance, if any. If a resident experiences excessive noise from a neighbor, residents should contact the neighbor and if needed, should contact the City Police Department. A resident may also complete a Violation Complaint Report regarding the excessive noise and submit it to the Management Company.

**22. Yard Easement Areas.** Section 3.4.8 of the Declaration sets forth various use restrictions that limit the use of the Yard Easement Areas appurtenant to certain Residences.

**23. Walkway Easement Areas.** Section 3.4.9 of the Declaration sets forth various use restrictions that limit the use of the Walkway Easement Areas appurtenant to certain Residences.

**24. Pool.**

**24.1 Hours.** The swimming pool is open from 6 a.m. to 10 p.m., except for scheduled maintenance. Hours of operation are subject to change by the Board. Additional rules may be posted at the pool and spa areas and must be observed.

**24.2 Assumption of Risk. THERE IS NO LIFEGUARD ON DUTY.** The Association does not employ lifeguards. All persons using the swimming pool do so at their own risk, responsibility and liability. The Association is not liable for injury or harm caused to any person while using any pool.

**24.3 Lifesaving Equipment. SAFETY EQUIPMENT HAS BEEN PROVIDED FOR EMERGENCY USE ONLY.** Emergency lifesaving equipment may not be moved or relocated from its mounted positions.

**24.4 Attire.** Appropriate swimming attire is required at all times. Any person who is incontinent or not fully toilet trained must wear appropriate waterproof clothing when entering or being carried into the pool.

**24.5 Pool Use.** All residents under 14 years old must be accompanied and supervised by (1) a responsible person of the same household at least 14 years of age capable of using the life preserver and Life Hook in case of an emergency; or (2) a responsible person (non-resident or guest) at least 16 years old capable of using the life preserver and Life Hook in case of an emergency. All non-residents or guests under 14 years old must be accompanied and supervised by a responsible person (resident or guest) at least 16 capable of using the life preserver and Life Hook in case of emergency.

**24.6 Health.** Using the swimming pool with open cuts, wounds, rashes or communicable diseases that may affect others, including, but not limited to any skin disease, sore or inflamed eyes, nasal or eye discharge is prohibited.

**24.7 Smoking, Alcohol and Drugs.** Intoxicated persons or persons under the influence of narcotics, drugs, or medication that adversely affects a person's motor skills are prohibited from using or being in close proximity to the pool. Smoking of any kind at the pool is prohibited, including the use of electronic cigarettes or other similar devices.

**24.8 Pool Controls.** Adjustment of any control regulating the pool, lights or other common service is prohibited.

**24.9 Pool Service.** All persons must leave the swimming pool area if maintenance crew request the area be temporarily vacated for cleaning and/or service.

**24.10 Gates and Keys.** The pool area is to be entered through the gates only. Climbing over a fence to enter or exit the pool area is prohibited. Gates are to remain closed and locked at all times. The lending of access keys to non-residents for use of the pool is prohibited. The cost of a replacement is \$50.

**24.11 Number of People Using Pool.** The Association reserves the right to limit, on a reasonable basis, the number of people using the swimming pool at any given time. Individuals or groups must not occupy the pool to the effective exclusion of others.

**24.12 Wheeled Apparatus.** Skateboards, rollerblades, roller-skates or bicycles are not allowed in the swimming pool areas.

**24.13 Glass.** No glass, breakable containers or sharp objects are permitted. If glass or sharp objects are brought to the pool area and it causes an accident or injury, the responsible Owner will be liable for the cost of any resulting damage or injury.

**24.14 Items Not Permitted.** No surfboards or boogie boards will be permitted in the pool. No tennis balls, baseballs, footballs, basketballs, Frisbees, cans, foreign objects, foreign substances (bubble bath, soap, beverages, etc.) or pool furniture are to be thrown into or around the pool.

**24.15 Safety.** Diving, running, pushing or other aggressive/boisterous activity in or around the swimming pool area is prohibited.

**24.16 Pets.** Except for service or assistance animals, pets are prohibited in the swimming pool area.

**24.17 Guests.** Recreational facilities are reserved for full-time residents of the Community and their guests. Owners who have rented or leased their Separate Interest are not entitled to use the recreational facilities. Residents must accompany their guests at all times when using the recreational facilities.

**24.18 Pool Rule Enforcement.** Anyone not abiding by the posted rules may be asked to leave the pool area by any member of the Association or the Management Company.

**25. Tot Lot and Parks.** The following rules apply to the parks and tot lot areas in the Community.

**25.1 Prohibited Activities.** The following are prohibited in the parks, and tot lot: skateboarding, roller blading, bicycling, motorized equipment, air guns, BB guns, bows and arrows, fireworks, hitting golf balls, model rockets, motorbikes, all-terrain vehicles, power model airplanes, sling shots, knives or swords, fireworks, loud or boisterous language or music, illegal drugs or any item or activity prohibited by law.

**25.2 Barbecues and Fire Pit.** The Community includes a fire pit and barbecues. No person under 18 years of age may operate the fire pit or barbecues. Use of the fire pit and barbecues will be on a first-come, first-serve basis. Small children and pets are prohibited from being in close proximity to the fire pit and barbecues. All persons operating the fire pit and barbecues or in proximity of the fire pit and barbecues shall exercise caution to prevent burns and excessive fire and smoke. All items within the barbecue and fire pit areas are the property of the Association and shall not be removed by any person without the authorization of the Association.

**25.3 Notification of Management Company.** The Management Company must be notified in the event of an accident or incident or if the Police Department or Fire Department is called to either tot lot or the park for any reason.

**25.4 Protection of Property.** Attaching or affixing any object, sign, decoration with tape, nails or other means to any trees, posts or other improvement within the tot lot or parks is prohibited. The Association shall not be responsible for loss of personal property, materials or equipment owned or rented by an Owner, resident, vendors or attendees, by theft, damage or other means.

**25.5 Park and Tot Lot Hours.** The park and the tot lot areas shall be available for use by Owners, residents, tenants and their guests between dawn and dusk only.

**26. Community Garden.** A limited number of garden plots are available to Owners on a first come, first served basis, provided the Owner submits a completed Garden Plot Application Form and is assigned use of a plot by the Association. If the number of applications exceeds the number of garden plots, the Association will keep a waiting list for the next available garden plot opening. The Board may limit the number of garden plots an Owner may be assigned. For purposes of this limitation, members of the same household shall be considered a single Owner. To provide everybody an opportunity to utilize a garden plot this approval must be renewed annually.

**26.1 Assignment and Indemnity.** An Owner may have use of the assigned garden plot for a term of 1 year. The garden plot must be actively planted, gardened and properly maintained on a year-round basis. If an assigned Owner is unable to maintain their garden plot, he or she must contact the Association and surrender use of the garden plot, so that the next person on the waiting list can be assigned the plot. Unassigned garden plots may be planted by the Association. Each Owner who is assigned a garden plot agrees to indemnify, defend and hold the Association harmless from and against any liability, damage, loss or claim that occurs in connection with such Owners use of the garden plot or is caused by any of the Owner's guests. The Association holds no responsibility or provides any protection of property at the garden plots. Any damaged or loss of property or plants is at the Owners sole risk. Any neighbor-to-

neighbor dispute over garden use shall first be attempted to be resolved by the applicable neighbors. In the event resolution is unsuccessful by the neighbors, and an individual wishes to escalate the matter before the Board, the individual submitting the dispute shall provide a detail listing of steps first initiated to resolve the matter.

**26.2 Planting.** Within 30 days from the date the garden plot is assigned, the Owner must clear all plant material other than healthy herbs, fruit or vegetables and have something planted in the garden plot 1 month after the date he or she is assigned use of the garden plot. Plants, flowers and food crops are permitted within the garden plot. No trees, large cacti, marijuana, illegal plants or California invasive plants as described in the California Invasive Plant Inventory are permitted.

**26.3 Structures.** No permanent structures shall be placed in or around the garden plot. No fencing or gates are permitted. Ornamentation such as sculptures, rocks, seating, etc. is not allowed unless it is first approved by the Board. Temporary structures shall not exceed 36 inches in height and should not shade a neighboring garden plot without the approval of the Owner who is assigned the neighboring plot. Nothing planted in a garden plot shall be grown for commercial purposes. Plants must be contained within the boundaries of the garden plot and must not extend into or encroach upon other Association Property.

**26.4 Garden Plot Maintenance.** All garden plots must be properly maintained in an attractive condition. Vegetables and/or fruits must be regularly harvested. Plants that have reached the end of their productive life or are diseased must be removed. Weeds and insects must be kept under control. Weeds, plant materials, debris or trash from the garden shall be disposed of by the Owner in Owner's trash. Each Owner shall provide his or her own tools, supplies, seeds and plants. No tools or other equipment may be stored in the garden area. The Association is not responsible for any lost, stolen or damaged items.

**26.5 Irrigation.** The Association will provide water for the garden plots. Unattended watering is not permitted. Owner shall be present when watering their garden plot and may not leave the garden plot until they have completed their watering.

**26.6 Harvesting.** No person shall pick fruit, vegetables, herbs, flowers or any other vegetation from a garden plot without the express consent of the Owner assigned to the garden plot.

**26.7 Forfeiture.** If a garden plot is not being properly maintained or the Owner fails to comply with the garden rules set forth herein, the Association, after notice and hearing, declare the garden plot forfeited by such Owner, remove the plants in the garden plot at the Owner's expense and reassign the garden plot to the next person on the waiting list.

**27. Community Guidelines Basics.** Always be considerate of your neighbors. The intent of the Association is to operate, manage and maintain the value of the Community for the enjoyment of all.

**28. Design Review.** Remember that if you want to make any modifications or changes to your Separate Interest, you must contact the Management Company for Design Guidelines and the application forms that must be submitted to the Board (or the Design Review Committee if one has been formed) and written approval must be obtained before undertaking any modifications.

**29. Procedures for Enforcement of the Governing Documents.** The Board is authorized to impose monetary penalties and to temporarily suspend certain membership privileges and impose other appropriate discipline for failure to comply with the Declaration, Bylaws, Rules or Design Guidelines. Enforcement of the Governing Documents depends on the participation and cooperation of all Owners, lessees and guests of the Owners.

**29.1 Reporting of Violations.**

**29.1.1 Reporting Violations.** Violations may come to the attention of the Association through written complaints by Owners or through visual observations by one or more Board members or by the Management Company.

**29.1.2 Written Complaints.** All complaints must be submitted on the Violation Complaint Report form attached to these Rules and submitted to the Board of Directors, in care of the Management Company, with the complainant's name, address and telephone number, in order for action to be taken regarding an alleged violation. Each complaint must cite the name of the individual submitting the complaint, date, time, the address of the alleged violator, the nature of the violation and provide a factual statement supporting the charges of the alleged violation.

**29.1.3 Confidentiality.** Complaints will be held in confidence to the extent permissible by law; however, if requested by the Board, it is the responsibility of the person filing the complaint to appear before the Board to be heard regarding the alleged violation.

## **29.2 Violation Notification.**

**29.2.1 Courtesy Notice.** Upon observation of a violation or receipt of a written complaint, the Management Company may send a violation letter. The Management Company may send a written "friendly reminder" ("**Courtesy Notice**") to the offending Owner of record at the address appearing in the records of the Association and, if the Separate Interest is rented, to the tenant. The Courtesy Notice will describe the general nature of the alleged violation and request correction of the violation by a stated date. The Association is not obligated to provide a Courtesy Notice to the Owner or the Owner's tenant and may opt for a violation notice and notice of hearing depending on the severity of the matter.

**29.2.2 Violation Notice and Notice of Hearing.** Upon observation of a violation or receipt of a written complaint, the Board may direct the Management Company to send a formal written notice of hearing to the Owner scheduling a Board hearing on the violation and advising the Owner that monetary fines and penalties may be imposed ("**Notice of Hearing**"). The Notice of Hearing shall be delivered personally or mailed by first class mail, certified or registered mail, return receipt requested, to the offending Owner at the last known address listed, and to the tenant at the tenant's address within the Community, at least 10 days before the proposed date of hearing on the alleged violation. The notice shall contain the following:

(a) an explanation in clear and concise terms of the nature of the alleged violation;

(b) a reference to the provision(s) of the Governing Documents which the Member is alleged to have violated; and

(c) the date, time and place of the hearing.

The Notice of Hearing may also include the amount of any monetary penalties which may be imposed at the hearing if the violation is not corrected, and the amount of any additional monetary penalties which may be imposed at the hearing for the continuation and/or repetition of the violation and shall include a description of other penalties which may be imposed, including, without limitation, the membership rights which may be suspended by Board decision at the hearing or additional costs billed to the Owner incurred by the Association to compel compliance.

## **29.3 Hearing Procedures.**

**29.3.1 Violation Hearing.** If the violation is not corrected before the scheduled hearing, the Board will hold a hearing on the date and at the time and place set forth in the Notice of Hearing ("**Hearing**"). The Hearing will be held regardless of whether the Owner attends the Hearing, and an appropriate monetary fine and other penalties may be imposed, including, without limitation, the suspension

of membership rights in accordance with the Governing Documents. Any determination made by the Board is binding notwithstanding the absence of the Owner.

**29.3.2 Owner's Participation at the Hearing.** At the Hearing, the Owner will be given an opportunity to present facts and/or arguments disputing the alleged violation and/or against the imposition of any penalty or disciplinary action. If the Owner cannot attend the Hearing, he or she may submit a written statement and any supporting information to the Association. At the Hearing, the Owner will be given an opportunity to present extenuating or mitigating facts or arguments. If an Owner fails to attend the hearing, the Board will decide the case on the facts presented in the written complaint(s), the Owner's written statement submitted in lieu of appearing at the Hearing, or on other pertinent oral or written evidence presented to the Board.

**29.3.3 Board's Findings.** The Board will make a determination as to whether a violation was committed. If the Board determines that a violation exists or was committed, the Board can impose reasonable monetary penalties and/or discipline against the Owner as provided for in the Declaration and in these Rules.

**29.3.4 Sanctions.** If the Owner has corrected the violation within the timeframes given, the Board will not impose any additional monetary fines or penalties. If the Owner continues to be in violation, the Board will determine what sanctions are appropriate.

**29.3.5 Notice of Disciplinary Action.** If the Board imposes discipline, the Board shall provide the Owner a written notification and explanation of the suspension, fine or conditions of the disciplinary action either in person, or by delivery by first class mail, within 15 days following the action.

**29.4 Suspension of Privileges and Monetary Penalties.** If the Board finds an Owner (and/or his or her guests, residents, or tenants) in violation of the Governing Documents, after reviewing the evidence presented at the Hearing, pursuant to the guidelines set forth in the Association's Declaration and Bylaws, the Board may in its discretion levy any or all of the following penalties and sanctions:

- (a) Monetary fines;
- (b) Suspension of an Owner's (and/or his or her guests, residents or tenants) membership rights and privileges (other than voting rights);
- (c) Removal of any non-conforming structure or improvement; and
- (d) Compliance Assessment against an Owner for any costs incurred by the Association, including attorney's fees and costs, with respect to the violation.

**29.5 Fine Schedule.** Fines shall be levied only after an Owner has been called before the Board with a Notice of Hearing. Fines shall be in addition to any assessment levied to reimburse the Association for expenses and costs incurred to compel compliance, such as legal fees. Fines may be levied in accordance with the following schedule:

<b>Violation</b>	<b>Range of Fine Amount</b>
First violation of any kind	\$250
Second violation of the same or similar kind within a 12-month period	\$500
Third violation of the same or similar kind within a 12-month period	\$1,000

**29.5.1** All fines, including Compliance Assessments representing the attorneys' fees and costs incurred by the Association in enforcing the Governing Documents, shall be a charge against the

Owner of the Separate Interest. Any and all fines, fees or billback charges shall be applied to the Owner's account for the Association.

**29.5.2** The Association reserves the right to use any legal remedy available to enforce the Governing Documents against an Owner, including, without limitation, the collection of any fines imposed against an Owner for violating the Governing Documents, injunctive relief and/or declaratory relief.

**29.6 Enforcement and Fine Schedule for Short Term Rentals (S.T.R.).** All Owners are prohibited from the rental of their Separate Interest that is deemed transient or less than 30 days. The use of Airbnb or any similar rental sites is prohibited if the rental is less than 30 days. The Board understands Owners benefiting from the use of short term rentals may receive a significant sum of money for rentals less than 30 days, and so in recognition of such, together with strong policy of wishing to preserve the residential use of the Separate Interest in the Community, and as a disincentive against violations, and to prevent an Owner from profiting from violation the Declaration, the Board, in its discretion, may levy a fine against an Owner for utilizing their Separate Interest for transient purposes with the following:

<b>Violation</b>	<b>Range of Fine Amount</b>
First Violation	\$1,000 per night rented
Second Violation	\$2,000 per night rented
Third Violation	\$4,000 per night rented
Fourth Violation	\$8,000 per night rented
Continuous Violation	Fine amount can double at each hearing

The foregoing fines shall be in addition to any other disciplinary action or remedies available to the Association (after providing the owner notice and opportunity for a hearing). The foregoing shall not be construed to limit or restrict the Association from immediately proceeding with filing legal action or pursuing other available enforcement action to remedy a violation. Failure to comply with any of the other provisions of this policy (e.g., the lease agreement requirements) shall subject the responsible Owner to monetary fines in accordance with the Association's regular fine schedule and/or all other remedies provided under the Governing Documents or otherwise authorized in law or in equity.

# SYCAMORE GROVE SIMI VALLEY HOMEOWNERS ASSOCIATION ELECTION RULES

1. **Election Notice Requirements.** The Association shall provide general notice of the procedures and deadlines for submitting candidate nominations in compliance with California Civil Code Section 5115

2. **Equal Access.**

2.1 If, in the course of an election campaign for a position on the Board, any candidate or member of the Association advocating a point of view is provided access to a form of media (including, but not limited to, newsletters and Internet web sites) that is owned or entirely run by and for the Association, for a purpose that is reasonably related to that election, equal access shall be provided to all candidates and members of the Association for the same purpose ("**Equal Access**").

2.2 Equal Access, as described above in Section 2.1, shall also apply to members of the Association and candidates not endorsed by the current Board, and shall be for the purpose of advocating a point of view reasonably related to the election.

2.3 The Association shall not edit or redact any content from the presentation of the points of view described in this Section, to the extent that such content does not violate any provision in the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements, Bylaws of the Association or Rules promulgated by the Board, or any applicable state, federal or local laws, but may include a statement specifying that the candidate or member of the Association, and not the Association, is responsible for the content of such point of view.

2.4 The Association shall give all candidates, including those candidates who are not incumbents, and those who are not endorsed by the Board, Equal Access to the common meeting area (i.e., time and space available for such candidate's use), if any, to present a point of view reasonably related to the upcoming election.

2.5 The Association shall not charge candidates a fee for access to the common meeting area for the purposes described in this Section.

3. **Qualifications and Procedures for Nomination of Candidates.**

3.1 A Member of the Association is eligible to be nominated or to nominate himself or herself for a position on the Board if all of the following conditions are satisfied by such Member:

- (a) as of the date of nomination, the Member is an owner of his or her Separate Interest and is at least 18 years old.
- (b) Candidate must have held membership in the Association for at least 1-year prior to date of election.
- (c) no other joint owners of a Separate Interest held in common with the Member is serving on the Board and would serve on the Board concurrently with the Member.
- (d) the Association is not aware of any past criminal conviction that would, if the Member was elected, either prevent the Association from purchasing the fidelity bond coverage required by Section 5806 of the California Code of Civil Procedure or terminate the Association's existing fidelity bond coverage.

(e) as of the date of nomination, the Member is current in the payment of all Assessments for the three (3) months immediately preceding such date of nomination; provided, however, that notwithstanding the foregoing, a Member nominated for a position on the Board shall not be disqualified to be nominated or elected to the Board for (x) the nonpayment of fines, fines renamed as "Assessments", collection charges, late charges, or costs levied by a third party, and (y) failure to pay Assessments if either of the following circumstances is true: (1) the Member has paid the Assessment under protest pursuant to California Civil Code Section 5658, or (2) the Member has entered into a payment plan pursuant to California Civil Code Section 5665.

Directors and candidates must be Members of the Association unless: (i) Declarant has made a nomination of a non-Member candidate consistent with the voting power of the Declarant as set forth in the regulations of the Department of Real Estate and the Association's governing documents, or (ii) the Owner of a Separate Interest is a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person to be a Member for purposes of this section.

3.2 All Members of the Association eligible to vote in the forthcoming election are eligible to nominate himself or herself as a candidate for the Board. In addition, representatives of Declarant, as provided in the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of the Association, may be nominated as a candidate for the Board.

3.3 Provided that a Member of the Association seeking candidacy for a position on the Board satisfies the eligibility requirements set forth in Section 3.1 above, such Member of the Association may be nominated or nominate himself or herself by the following procedures:

(a) Nominations for candidates to the Board may be submitted in writing to the current Board, the secretary of the Association or the management company of the Association not less than 30 days prior to the date designated for mailing or distribution of ballots for the election of new Board members or such other date as established by the Board. Members of the Association shall not be prohibited from nominating themselves for any Board position and any attempt to prevent a Member of the Association's self-nomination shall be invalidated.

(b) After collecting all properly-submitted nominations, the current Board shall: (1) confirm or cause to be confirmed each nominated person's eligibility under Section 3.1; (2) confirm or cause to be confirmed each individual's acceptance of nomination; (3) distribute or cause to be distributed to the Association's membership a list of the confirmed candidates, as detailed in Section 3.5 below; and (4) prepare or cause to be prepared a ballot for distribution to all Members of the Association for voting purposes. Each such ballot must satisfy the requirements set forth in Section 4 below.

3.4 The Association shall provide general notice of the procedure and deadline for submitting a nomination at least 30 days before any deadline for submitting a nomination. Individual notice shall be delivered pursuant to California Civil Code Section 4040 if individual notice is requested by a Member.

3.5 The Association shall provide general notice of all of the following at least 30 days before the ballots are distributed: (i) the date and time by which, and the physical address where, ballots are to be returned by mail or handed to the Inspector(s) (as defined below); (ii) the date, time, and location of the meeting at which ballots will be counted; and (iii) the list of all candidates' names that will appear on the ballot. Individual notice of the foregoing shall be delivered pursuant to California Civil Code Section 4040 if individual notice is requested by a Member.

#### **4. Secret Ballot.**

4.1 Pursuant to California Civil Code Section 5100, elections and votes related to assessments, selection of Members of the Board of the Association, amendments to the governing documents adopted by the Association, and the grant of certain exclusive use easements shall be by secret ballot. The secret ballot must satisfy the requirements set forth in the California Civil Code and this Section.

The Association shall require the Inspector(s) (as defined below) to deliver, or cause to be delivered, at least 30 days prior to the voting deadline for the election, to each eligible Member of the Association the following documents:

- (a) a ballot or ballots and 2 pre-addressed envelopes; and
- (b) a copy of the election operating rules.

The delivery of the election operating rules under Section 4.1(b) may be accomplished by either of the following methods: (i) posting the election operating rules to an internet website and including the corresponding internet website address on the ballot together with the phrase, in at least 12-point font: "The rules governing this election may be found here:."; or (ii) individual delivery.

4.2 Ballots may not identify the voter's name, address, or lot, parcel or Separate Interest number.

4.3 The ballot itself may not be signed by the voter. It must be inserted into a sealed envelope. That sealed envelope must then be sealed within a second outer envelope. The outer envelope shall have, in the upper left-hand corner, space for the voter to print and sign his or her name, and print his or her address.

4.4 The outer envelope is pre-addressed to the Inspector(s), who will be counting the votes. The envelope containing the ballot shall then be hand delivered or mailed via first class mail to a location specified by the Inspector(s). The Member of the Association may request a receipt for delivery.

## **5. Selection of Inspectors.**

5.1 The current Board of the Association shall select either 1 or 3 independent third parties to serve as the inspector or inspectors of the election ("**Inspector(s)**"). A person or persons currently employed or under contract to the Association for any paid services may not be selected to be an Inspector. No Member currently running for an elected position on a Board may serve as an Inspector.

5.2 The Inspector(s) shall have the responsibilities described in applicable law, including without limitation, California Civil Code Section 5110 and shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as practical.

5.3 If there are 3 Inspectors, the decision or act of a majority shall be effective in all respects as the decision or act of all Inspectors.

5.4 The Inspector(s) shall have the right to appoint and oversee such additional persons as the Inspector(s) deems appropriate to verify signatures and to count and tabulate votes, provided that the persons are independent third parties.

5.5 All election materials shall be in the custody of the Inspector or a location designated by the Inspector in compliance with California Civil Code Section 5125.

## **6. Voting.**

6.1 Ballots and all related materials required for voting under these procedures shall be sent to eligible Members of the Association at least 30 days before the date set for tabulation of votes.

6.2 Members may cast their ballots by any 1 of the following methods:

- (a) Members may mail their ballots to the location designated by the Inspector(s) provided that any ballot so mailed is postmarked no later than the date that is 3 business days before the date set for tabulation of votes; or
- (b) Members may deliver their ballots (or have their ballots delivered) to the location designated by the Inspector(s) no later than 2 business days before the date set for tabulation of votes; or
- (c) Members may deposit their ballots with the Inspector(s) at the meeting in which votes are to be tabulated prior to the time set by the Inspector(s) for closing of the polls.

6.3 Once a ballot is received by the Inspector(s), it is irrevocable.

6.4 No ballots shall be accepted, by mail or otherwise, after the date and time set by the Inspector(s) for closing of the polls. Any ballots received after the polls have closed shall be disqualified and will not be counted by the Inspector(s). A Member of the Association whose ballot has been disqualified will not be entitled to notification of such action and shall not have the right to cast another vote in the present election. Such disqualified ballots shall not be counted in any subsequent recount or challenge to the election procedures.

## **7. Eligibility and Vesting of Voting Rights.**

7.1 A Member of the Association is eligible to vote if the Member owns his or her Separate Interest when ballots are distributed.

7.2 Except where cumulative voting is authorized, Class A Members may cast only 1 vote per Separate Interest. If more than 1 party is record owner of a Separate Interest, the vote for that Separate Interest shall be cast as the owners among themselves determine or forfeited if the owners cannot agree, as provided in the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of the Association.

7.3 Such voting rights attributed to any given Separate Interest in the Community shall vest as provided in the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of the Association.

## **8. Proxies.**

8.1 Any eligible Member of the Association may authorize another person to act by proxy, pursuant to the Bylaws of the Association.

8.2 Any instruction given in a proxy that directs the manner in which the proxy is to cast the vote shall be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxy holder shall cast the vote by secret ballot, in the manner prescribed in these procedures. The Inspector(s) shall determine the authenticity, validity and effect of proxies. Proxies shall be presumed valid if executed in accordance with California Corporations Code Section 7613 and the Bylaws of the Association.

## **9. Voting Procedures and Custody.**

9.1 All votes shall be counted and tabulated by the Inspector(s) in public at a properly noticed open meeting of the Board of the Association and/or Members of the Association. Any candidate or Member of the Association may witness the counting and tabulation of the votes. No person, including, but not limited to, Members of the Association and employees of the management company, if one has been

selected, shall open or otherwise review any ballot prior to the time the ballots are counted and tabulated by the Inspector.

9.2 The results of the election, as tabulated by the Inspector(s), shall be promptly reported to the current Board of the Association and shall be recorded in the minutes of the next meeting of the Board of the Association, and shall be made available for review of Members of the Association. The Board of the Association shall publicize the results of the election in a communication directed to all Members of the Association, within 15 days of the date the final tabulation of votes has occurred.

9.3 The sealed ballots, signed voter envelopes, voter list, proxies, and candidate registration list shall at all times be in the custody and control of the Inspector(s), or at such location designated by the Inspector(s), until after the final tabulation of votes and expiration of the time allowed by California Civil Code Section 5145 for challenging the election, after which time the custody and control of the ballots shall be turned over to the Association.

9.4 After the final tabulation of the votes has been completed by the Inspector(s) and custody and control of the ballots has been turned over to the Association, the Association shall store the ballots or cause them to be stored, in a secure location for not less than 1 year from the date of final tabulation of votes.

**10. Retention of Election Materials.** The Association shall maintain election materials in compliance with California Civil Code Section 5105(a)(7).

**11. Amendment.** These Election Rules shall not be amended less than 90 days prior to an election.

## SYCAMORE GROVE SIMI VALLEY HOMEOWNERS ASSOCIATION COLLECTION POLICY

1. Assessments, late charges, interest, collection costs, and any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied.
2. Regular monthly assessments are due and payable on the first day of each month. A courtesy billing statement is sent each month to the billing address on record with the Association. However, it is the owner of record's responsibility to pay each assessment in full regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified by the Board in the notice imposing such assessment.
3. Any payments made shall be first applied to assessments owed, and, only after the assessments owed are paid in full, shall such payments be applied to late charges, interest and collection expenses, including attorneys', trustee or small claims fees, unless the owner and that Association enter into an agreement providing for payments to be applied in a different manner.
4. When any regular or special assessment remains unpaid 15 days past its due date, said assessment shall be subject to a late charge not exceeding 10% of the delinquent assessment or \$10, whichever is greater, in accordance with California Civil Code 5650(b)(2), unless the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements specifies a smaller amount.
5. In accordance with California Civil Code 5650(b)(3), the Board of Directors may impose interest on all sums, including the delinquent assessment, reasonable costs of collection, and late charges, at a rate not to exceed 12% per annum, commencing 30 days after the assessment becomes due, unless the Declaration specifies a rate of a lesser amount.
6. When any assessment remains unpaid 60 days past its due date, the Association, through its Management Company, shall mail a pre-lien notification ("**Pre-Lien Notification**") to the owner as required by California Civil Code 5660 by certified and first class mail, to the owner's mailing address of record advising the owner of the delinquent status of the account, impending collection action and the owner's right to request that the Association participate in the "meet and confer" program or in some form of internal dispute resolution process ("**IDR**"). The owner will be charged a fee for the pre-lien notification, which shall be charged to the delinquent member's account.
7. Within 15 days from the date of the postmark of the Pre-Lien Notification, a delinquent owner may submit a written request to the Association to meet with the Board to discuss a payment plan for the amount set forth in the Pre-Lien Notification letter. The Board shall meet with the delinquent owner in executive session within 45 days of the date of the postmark of the written request. Each request is handled on a case-by-case basis. The Board is under no obligation to grant payment plan requests. Payment plans shall not interfere with the Association's ability to record a lien on an owner's Separate Interest to secure payment for the owner's delinquent assessments. If the Board authorized a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period. If a payment plan is approved, additional late fees from the homeowner will not accrue while the owner remains current under the terms of the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time the payment plan was approved.
8. If an owner fails to pay the amounts set forth in the Pre-Lien Notification and fails to request IDR within 45 days of the date of the Pre-Lien Notification, the Board shall decide, by majority vote in an open meeting, whether to record a Notice of Delinquent Assessment (Lien) for the amount of any delinquent assessments, late charges, interest and/or costs of collection. This lien shall be recorded in the office of the County Recorder and mailed to the delinquent owner. A fee for the lien processing work and a fee for the preparation and mailing said Notice of Delinquent Assessment by the agent, trustee or attorney

employed by the Association, shall be charged to the delinquent owner's account. The lien may be enforced in any manner permitted by law, including without limitation, a small claims judgment, judicial or non-judicial foreclosure.

9. The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the delinquent owner(s) by identifying the matter in the minutes by only the parcel number of the owner's property. Prior to initiating any foreclosure sale on a recorded lien, the Association shall offer delinquent homeowners the option of participating in IDR or Alternative Dispute Resolution ("**ADR**").

10. After 30 days from recording the Notice of Delinquent Assessment, the Association may turn the owner's account over to the Association's attorney or trustee to enforce the lien by proceeding with judicial or non-judicial foreclosure sale when either: (a) the delinquent assessment amount totals \$1,800 or more, excluding accelerated assessments and specified late charges and fees; or (b) the assessments are delinquent for more than 12 months. However, upon review of the owner's delinquent account, the Board may decide to take small claims court action. The Association is authorized under California law to charge the owner reasonable costs of collection for any action utilized.

11. **IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.**

12. An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed on their account pursuant to California Civil Code 5205. If it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges, interest, and costs of collection associated with collection of those assessments.

13. Owners have the right to provide a secondary address for mailing for purposes of collection to the Association. An owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.

14. Prior to recordation of the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorneys' fees, must be paid in full to the Association. The mailing address for overnight payments of assessments is Sycamore Grove Simi Valley Homeowners Association, c/o Seabreeze Management Company, 750 N. San Vicente Blvd. Suite 800, West Hollywood, CA 90069, unless the account has been turned over to the association's trustee or attorney, then the owner would need to call said party for the full amount owed and their correct mailing address.

15. The foregoing policies and practices shall remain in full force and effect until such time as they may be changed, modified, or amended in their entirety, by a duly adopted resolution of the Board of Directors. This policy is subject to change upon 30 day written notice.

Payment Plan Fee      \$25 per month

Return Payment Fee    \$25

**ATTACHMENTS**

Violation Complaint Report

Vehicle Registration Form

Tenant Registration Form

Garden Plot Application

Live/Work Business Operations Notice & Application

**SYCAMORE GROVE SIMI VALLEY HOMEOWNERS ASSOCIATION  
VIOLATION COMPLAINT REPORT**

Return form to: Sycamore Grove Simi Valley Homeowners Association  
c/o Seabreeze Management Company  
750 N. San Vicente Blvd. Suite 800  
West Hollywood, CA 90069  
Phone: 800-232-7517  
Email: CustomerCare@Seabreezemgmt.com  
Website: Seabreezemgmt.com

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Daytime Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

DETAILED DESCRIPTION OF INCIDENT (Please give as much information as possible such as date, time, name and address of person(s) involved, damage, location, license # or anything else which may be pertinent):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide the names and phone numbers of any witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Were any photographs taken? Yes \_\_\_ No \_\_\_ By whom? \_\_\_\_\_

Attach all photographs to this form or forward to the Association as soon as possible. Include photographer's name and date photographs were taken, and the names of any individuals present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name

**SYCAMORE GROVE SIMI VALLEY HOMEOWNERS ASSOCIATION  
VEHICLE REGISTRATION FORM**

Return form to: Sycamore Grove Simi Valley Homeowners Association  
c/o Seabreeze Management Company  
750 N. San Vicente Blvd. Suite 800  
West Hollywood, CA 90069  
Phone: 800-232-7517  
Email: CustomerCare@Seabreezgmt.com  
Website: Seabreezgmt.com

In an effort to help monitor vehicles in the Sycamore Grove community, the Management Company will be distributing parking permits (decals).

**The following information is required to obtain vehicle decals:**

- 1. Proof of residency (i.e. utility bill) for occupants and proof of employment for employees of the Live/Work Residences
- 2. Proof of identity (i.e. government issued ID)
- 3. Copy of vehicle registration

**All of the following information below is required:**

Last Name(s): \_\_\_\_\_  
First Name(s): \_\_\_\_\_  
Home/Cell Phone #: \_\_\_\_\_  
Address: \_\_\_\_\_

**Vehicle One**

Vehicle Year: \_\_\_\_\_  
Vehicle Make: \_\_\_\_\_  
Vehicle Model: \_\_\_\_\_  
Vehicle Color: \_\_\_\_\_  
Vehicle License Plate #: \_\_\_\_\_

**Vehicle Two**

Vehicle Year: \_\_\_\_\_  
Vehicle Make: \_\_\_\_\_  
Vehicle Model: \_\_\_\_\_  
Vehicle Color: \_\_\_\_\_  
Vehicle License Plate #: \_\_\_\_\_

**Vehicle Three**

Vehicle Year: \_\_\_\_\_  
Vehicle Make: \_\_\_\_\_  
Vehicle Model: \_\_\_\_\_  
Vehicle Color: \_\_\_\_\_  
Vehicle License Plate #: \_\_\_\_\_

**Decal Numbers Issued:**

**This section for use by Management Personnel Only**

- #1. \_\_\_\_\_
- #2. \_\_\_\_\_
- #3. \_\_\_\_\_

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**Decal distribution: I acknowledge that I live within the Sycamore Grove community or are an employee working in a Live/Work Residence and/or have authorization to receive the decals as listed above.**

Homeowner/Tenant Signature: \_\_\_\_\_  
Homeowner/Tenant Signature: \_\_\_\_\_

Date: \_\_\_\_\_  
Date: \_\_\_\_\_

**SYCAMORE GROVE SIMI VALLEY HOMEOWNERS ASSOCIATION  
TENANT REGISTRATION FORM**

**Return form to:** Sycamore Grove Simi Valley Homeowners Association  
c/o Seabreeze Management Company  
750 N. San Vicente Blvd. Suite 800  
West Hollywood, CA 90069  
Phone: 800-232-7517  
Email: CustomerCare@Seabreezemgmt.com  
Website: Seabreezemgmt.com

Owner(s) Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Information (phone, email): \_\_\_\_\_

Address in the Community: \_\_\_\_\_

Resident Key Fob #'s Assigned (if applicable): \_\_\_\_\_

Tenants:

(1) Name: \_\_\_\_\_  
(LAST) (FIRST)

Home Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Vehicle Information (include year, make, model, color and license plate state and number: \_\_\_\_\_  
\_\_\_\_\_

Vehicle Information (include year, make, model, color and license plate state and number: \_\_\_\_\_  
\_\_\_\_\_

(2) Name: \_\_\_\_\_  
(LAST) (FIRST)

Home Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Vehicle Information (include year, make, model, color and license plate state and number: \_\_\_\_\_  
\_\_\_\_\_

Vehicle Information (include year, make, model, color and license plate state and number: \_\_\_\_\_  
\_\_\_\_\_

(3) Name: \_\_\_\_\_  
(LAST) (FIRST)

Home Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Vehicle Information (include year, make, model, color and license plate state and number: \_\_\_\_\_  
\_\_\_\_\_

Vehicle Information (include year, make, model, color and license plate state and number: \_\_\_\_\_  
\_\_\_\_\_

PLEASE LIST ANY OTHER PERSONS IN RESIDENCE, INCLUDING CHILDREN

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

Fully executed lease agreement attached

Owner has provided copies of all Governing Documents to the tenant

Owner Signature \_\_\_\_\_

Owner Signature \_\_\_\_\_

Owner Name (Print) \_\_\_\_\_

Owner Name (Print) \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SYCAMORE GROVE SIMI VALLEY HOMEOWNERS ASSOCIATION  
COMMUNITY GARDEN PLOT APPLICATION**

**Return form to:** Sycamore Grove Simi Valley Homeowners Association  
c/o Seabreeze Management Company  
750 N. San Vicente Blvd. Suite 800  
West Hollywood, CA 90069  
Phone: 800-232-7517  
Email: CustomerCare@Seabreezemgmt.com  
Website: Seabreezemgmt.com

Applicant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address: \_\_\_\_\_

Mailing Address (if different from above): \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business/Mobile Phone: \_\_\_\_\_

Number of Garden Plots Requested: \_\_\_\_

Garden Plots Already Assigned (if renewal application): \_\_\_\_\_

I, \_\_\_\_\_(Insert Your Name), Owner/resident of the above-referenced Separate Interest, have read the garden rules set forth in the Rules and agree to plant, garden, and maintain every garden plot which I may be assigned per the requirements.

I agree to indemnify, defend and hold the Association harmless from and against any liability, damage, loss or claim that occurs in connection with my use of any garden plot assigned to me or is caused by any of my guests.

I understand that if I am assigned (a) garden plot(s), I will have use of the plot for a term of **1 year** and must submit a new application annually to continue use of the plot(s). I understand that I may be placed on a waiting list for a garden plot if no plots are currently available or the number of plots I have requested is unavailable.

I understand that if any garden plot assigned to me is not being properly maintained or I fail to comply with the garden rules set forth in the Rules, the Association, after notice and hearing, may declare such garden plot forfeited by me, till under the plants in the garden plot at my expense and reassign the garden plot to the next person on the waiting list.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\*\*\*\*\*

Board Use Only

Application Approved

Application Disapproved

Garden Plot(s) Assigned: \_\_\_\_\_

Number on Waiting List: \_\_\_\_\_

Comments Regarding Disapproval (if applicable):

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Annual Renewal Application Due Date (if applicable): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SYCAMORE GROVE SIMI VALLEY HOMEOWNERS ASSOCIATION  
LIVE/WORK BUSINESS OPERATIONS NOTICE AND APPLICATION**

**Return form to:** Sycamore Grove Simi Valley Homeowners Association  
c/o Seabreeze Management Company  
750 N. San Vicente Blvd. Suite 800  
West Hollywood, CA 90069  
Phone: 800-232-7517  
Email: CustomerCare@Seabreezemgmt.com  
Website: Seabreezemgmt.com

Applicant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address: \_\_\_\_\_

Mailing Address (if different from above): \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business/Mobile Phone: \_\_\_\_\_

Business Name & Description/Type: \_\_\_\_\_

Days & Hours of Operation: \_\_\_\_\_

If applicant submitting Business Operation Notice is not the property Owner, applicant will be responsible for submitting a copy of the rental agreement, and Owner must sign below.

Please include the following documents with submittal:

- Copy of City Permit/Business License
- Business Signage – Submittal of Design/Photos/Renderings
- Copy of Residence rental agreement, as applicable

By signing below Owner acknowledges and agrees to adhere to all requirements set forth in the Declaration, Rules and Regulations and Design Guidelines, collectively referred to as the Governing Documents. If the Association determines the Owner and/or Business Operation is in violation of any Governing Documents, Owner understands they will be called before the Board of Directors subject to penalty assessment(s) as set forth in the fine policy.

If the Live/Work Residence is rented and tenant wishes to operate a business within the Work Space, by signing below the Residence Owner acknowledges they have presented all Governing Documents to their tenant, and ensures their tenant will be in compliance with all Governing Documents at all times. In the event the Residence occupants are found to be non-compliance of Governing Documents the Residence Owner will be held responsible and subject to penalty assessment(s) as set forth in the fine policy.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ASSOCIATION USE ONLY:**

Signage Approved

Signage Denied

Comments:

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Signature: \_\_\_\_\_

# **SYCAMORE GROVE DESIGN GUIDELINES**

1. **Introduction.** Sycamore Grove is a community that is currently planned to contain up to 164 Separate Interests, consisting of (i) 58 Condominiums and (ii) 106 Detached Residences, of which 8 will be Live/Work Residences (“**Community**”). Because community living relies on the mutual cooperation of all to be successful, Sycamore Grove Simi Valley Homeowners Association (“**Association**”) created these design guidelines (“**Design Guidelines**”). The goal of these Design Guidelines is to maintain the aesthetic beauty of the Community.

Prior to making any Improvements to your Separate Interest or, with respect to Condominiums, any Exclusive Use Patio appurtenant to your Unit, you must first submit a complete application for design approval to the Design Review Committee. After receiving written approval from the Board (or Design Review Committee, if formed) and complying with applicable requirements of the City of Simi Valley (“**City**”) and other Governmental Entities, you may install your Improvements, or undertake your approved action. Please review these “Design Guidelines” prior to completing your application form to ensure your submittal is complete.

These Design Guidelines are subject to the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Sycamore Grove (“**Declaration**”) and the Bylaws of Sycamore Grove Simi Valley Homeowners Association (“**Bylaws**”). The Association has the power to revise the rules, regulations, guidelines, policies and procedures set forth in these Design Guidelines from time to time. If you would like to contribute suggestions for these Design Guidelines, please submit them to the Management Company for consideration by the Association. The Board has adopted these Rules in addition to the provisions of the Declaration and the Bylaws. In the event of any conflict between these Design Guidelines and the Declaration, the more restrictive provision of the Declaration or these Design Guidelines shall prevail.

It is recommended that you refer to Article 8 of the Declaration in conjunction with these Design Guidelines to ensure a complete understanding of the submittal and review process to the Association. If you have questions regarding the review process, please contact the Management Company.

As you read through these Design Guidelines, you will encounter initially capitalized terms. Except as otherwise defined in these Design Guidelines and as the context otherwise requires, those initially capitalized terms have the same meanings given them in the Declaration.

If any of the provisions of these Design Guidelines are held to be invalid, the remainder of the provisions shall remain in full force and effect.

2. **Purpose; Application.** These Design Guidelines are not intended to restrict individual creativity or personal preference, but rather to assure and preserve the value, desirability, attractiveness and architectural integrity of the Community. As set forth in the Declaration, the Board (or, if formed, the Design Review Committee) has the power to review and approve all Improvements upon or around any Separate Interest. The Design Guidelines do not apply to any Improvements installed by Declarant, and neither the Board nor the Design Review Committee shall have any rights of review or approval with respect thereto.

3. **Design Review Committee.** The Board also has the power to delegate its review and approval rights under Article 8 of the Declaration to a Design Review Committee. If formed, the Design Review Committee will consist of a minimum of 3 members and a maximum of 5 members. Additionally, 1 alternate member may be designated by the Board to act as a substitute on the Design Review Committee in the event of absence or disability of any member. **If no Design Review Committee is formed by the Board of Directors, then the Board will conduct all design review. There will be references throughout this document to the Design Review Committee. If no Design Review Committee is formed, then such references will be deemed to refer to the Board.**

#### 4. **Design Review Approval**

4.1 **Submittal of Application.** Prior to the commencement of any addition, alteration, construction work or other Improvements of any type on any Separate Interest, you must first submit an

application to the Design Review Committee for approval of such work. Unless specifically exempted under these Design Guidelines, you should submit an application for approval of all Improvements in accordance with the procedures set forth below. The following is intended to describe some of the Improvements that require approval by the Design Review Committee. Even though a proposed Improvement may not be listed below, you should submit an application for your proposed Improvement, unless the particular Improvement is exempt from design review by the Declaration or these Design Guidelines.

Owners of any property that require improvements to areas that were not completed by the homebuilder and bare dirt is exposed (i.e., side-yard, rear-yard and/or patio space) will be required to submit an application for Improvement for the installation of real Improvements, such as landscape and/or hardscape. The requirement for Improvements to be completed for any area not originally completed by the homebuilder shall be any Improvement that is considered to compliment and enhance the property aesthetic as well as the overall property value. Owners will not be permitted to leave any area of exposed dirt baren, and the application of only mulch, bark or wood chips over the bare dirt shall not be considered an improvement and will not be accepted.

**4.2 Condominiums.** Design Review Committee approval is required for the following proposed Improvements to Condominiums:

**4.2.1 Interior Improvements:** All Interior Improvements to a Unit (including modifications and alterations), require the approval of the Design Review Committee. For the purpose of these Design Guidelines, the term "Interior Improvements" shall include, but not be limited to:

- (a) Hard surface flooring (tile, marble, granite, wood, etc.);
- (b) Plumbing, HVAC, electric;
- (c) Security system;
- (d) Permanent fixtures;
- (e) Ceilings and columns;
- (f) Any other Improvement which may impair or alter the structural integrity of the building or the Unit; and
- (g) Any change or modification impacting the transference of sound.

**4.2.2 Improvements in Exclusive Areas:** All improvements within any Exclusive Use Patio require the approval by the Design Review Committee.

**4.2.3 Installation of Solar on Association owned Roof.**

**4.3 Detached Residences.**

**4.3.1 Detached Residence Improvements Not Requiring Approval (Exempt Improvements):** Certain design elements associated with Detached Residences within the Community generally do not require design review. However, if the Design Review Committee determines that a proposed Improvement exceeds the scope of the relevant exemption, the Design Review Committee may require an application for approval of the Improvement to be submitted. These elements include:

- (a) U.S. flag and decorative flags, subject to the discretion of the Design Review Committee as described above;
- (b) Window coverings including draperies, blinds, shades, interior shutters, etc.;

- (c) Any Improvements installed by Declarant;
- (d) Painting of exterior, if repainted the same color as the original color;
- (e) Potted plants in decorative pots;
- (f) Patio furniture in good condition; and
- (g) Seasonal flower planting.

\*\* All furniture placed on any balcony, patio or deck must be furniture that is intended for outdoor use.

**4.3.2 Detached Residence Pre-Approved Improvements.** Certain design Improvements may be made to an Owner's Detached Residence without obtaining prior written approval from the Design Review Committee. ***However, an application must be filed with the Association notifying the Association of your intent to install "Pre-approved" Improvements prior to the commencement of ANY work.*** Owners must ensure that all "Pre-Approved" Improvements conform to the guidelines listed for the Improvement type as detailed in these Design Guidelines prior to commencement of work. The following is a list of "Pre-Approved" Improvements:

- (a) Replacing garage doors to match the original door installed by the Declarant. Garage door must match the original color;
- (b) Disappearing or invisible screen doors that match the existing trim of the Residence; and
- (c) Playground equipment in the rear yard that does not extend above the fence line of the rear or side yards.

**4.3.3 Detached Residence Improvements Requiring Minor Review.** Other design elements regarding an Owner's Detached Residence will require Minor Review by the Design Review Committee. As noted above, if the Design Review Committee determines that a proposed Improvement exceeds the scope of a Minor Review, the Design Review Committee may require that an application be submitted for a Full Review. All Minor Review elements are still subject to all design standards and guidelines. "Minor Review" elements include:

- (a) Painting of exterior, if repainted with a color different from the original color;
- (b) Playground equipment in the rear yard that extends above the fence line in the rear or the side yards;
- (c) Post-mounted lighting fixtures exceeding fence height; and
- (d) Gutters and downspouts to match or blend with the existing trim of the Residence and/or other structure.

**4.3.4 Detached Residence Improvements Requiring Full Review.** All other modifications to the exterior of a Detached Residence or to the Lot, including without limitation installation of landscaping and modifications to the Detached Residence, will require Full Review from the Design Review Committee. "Full Review" Improvements include:

- (a) Any new or modification to existing landscaping and hardscaping, excluding seasonal flowers plantings;
- (b) All changes to existing and newly proposed walls and fences;

- (c) Any improvement that encroaches upon or is placed upon slopes;
- (d) Built-in barbecues, fire pits and fire rings;
- (e) Spas, ponds, fountains or any type of water feature;
- (f) Patio covers and shade structures; and
- (g) Solar Energy System.

**4.4 Failure to Obtain Approval:** Failure to obtain approval by the Design Review Committee may constitute a violation of the Declaration, and may require modification or removal of unauthorized works of improvement at your expense. In addition, a building or other permit may be required by the City Building Department, or other Governmental Entities prior to the commencement of any work. Neither the Board, nor the Design Review Committee, nor the Association assumes any responsibility for failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain approval from the Design Review Committee.

**5. Plans and Specifications for Improvements to Detached Residences.** The submittal requirements for Improvements to Detached Residences are divided into four parts, as set forth under Section 5.1 below. The first part lists the submittal requirements for all Improvements, which must be included with all submittal requests for “Full Review” Improvements, in addition to submittal requests for “Minor Review” Improvements, other than exterior painting and gutters and downspouts, which do not require a Plot Plan. The second part lists the submittal requirements for landscape Improvements (e.g., plant material, hardscape, spa and pool, and fences and walls). The third part lists the submittal requirements for exterior Improvements (e.g., trellis, gazebo, sunshade, balcony, window and door treatment, and exterior color or material changes). The fourth part lists the submittal requirements for structural Improvements to Detached Residences (e.g., room additions or conversions).

If you are applying for Improvements involving items related to more than one part of the items set forth in Section 5.1, you must include all of the items for all of the parts of the applicable requirements related to the Improvements for which you are seeking design approval. For example, if your request involves a landscape plan with a gazebo or shade structure, you must submit items required for each of the Plot Plan, Landscape Improvements and Exterior Improvements as set forth in Section 5.1.1, Section 5.1.2 and Section 5.1.3, respectively.

**5.1 Minimum Submittal Requirements:** Each type of drawing submitted for Improvements to Detached Residences must include the minimum amount of information listed below, as applicable:

**5.1.1 Plot Plan**

- (a) Must be drawn to scale (1/8”=1’0”) or clear dimensions defined.
- (b) Show Lot boundary lines accurately as to length, angles and amount of curve.
- (c) Show all existing and proposed buildings, structures, fences, walls, sidewalks and other Improvements; indicate all required setbacks, easements and top or toe of slopes.
- (d) Show all dimensions on work to be considered; distances between existing and proposed work and distances between proposed work and property lines, setback lines and slopes as well as the heights above existing grade for same.
- (e) When proposed Improvements involve changing existing grades by more than 1 foot or changing existing drainage, show contours or spot elevations, flow lines, finish grades and

proposed drainage systems. The Design Review Committee has the right, but not the obligation, to require drawings prepared by a registered civil engineer or licensed landscape architect showing the proposed Improvements changing existing drainage.

### **5.1.2 Landscape Plan**

(a) Show proposed walkways and other hardscape (type, color and material), planting areas and plant names, decks, fences and walls, stairs, trellises, arbors, gazebos, spas, ponds, fountains, ornamental rocks, barbecues, courts, play equipment, apparatus and yard lighting (may be included as part of Plot Plan).

(b) Show proposed fences and walls. Drawings must note materials, colors and heights. Heights shall be noted in relation to the immediate ground elevations.

(c) Pool and spa plans must include the location, size and sound mitigation treatment of all mechanical equipment, as well as a soils report and structural report.

### **5.1.3 Exterior Improvements**

(a) Provide exterior elevations of all proposed structures, including trellises, gazebos, shade structures and playground structures. When the proposed Improvement is attached to the existing Detached Residence, show the existing elevation in relation to the proposed Improvement.

(b) Note all finished materials, colors and textures of proposed work. Note if proposed finishes and materials are to match existing finishes and materials.

(c) If the proposed finish materials or colors are different than those of the existing structure, sample of all proposed elements must be included clearly depicting the materials and/or colors that are different.

### **5.1.4 Structural Changes to Detached Residences**

#### **(a) Floor Plans**

(1) Indicate all walls, columns, openings and any condition or feature that will affect the exterior design of the structure.

(2) Show dimensions of proposed work and related existing work; indicate relationship.

(3) Delineate all parts of the exterior that cannot be shown on elevation drawings.

(4) Identify square footage of proposed work and existing work.

#### **(b) Roof Plans**

(1) Show all existing and proposed roof surfaces. Note pitches and overhangs.

(2) Call out existing and proposed roof materials and colors.

#### **(c) Mechanical and Solar Energy Plans**

(1) Show all mechanical devices exposed to the exterior and all solar collectors, racks, storage facilities and distribution components.

Plans and Specifications for works of improvement must be prepared in accordance with the applicable building codes, Applicable Laws, and with sufficient clarity and completeness to enable the Design Review Committee to make an informed decision on your request. It is suggested that work involving major additions be submitted at the preliminary drawing stage for review by both the Design Review Committee and the City of Simi Valley. As a cost saving measure for you, final drawings should not be prepared until preliminary plans have been reviewed.

## 5.2 Design Review Submissions

Send requests to:

Sycamore Grove Simi Valley Homeowners Association  
c/o Seabreeze Management Company  
750 N. San Vicente Blvd. Suite 800  
West Hollywood, CA 90069  
Email: CustomerCare@Seabreezemgmt.com  
Website: Seabreezemgmt.com

## 6. Design Review Process and Procedures

**6.1 Application for Approval:** All applications for any Improvements requiring approval by the Design Review Committee must be submitted in writing on the Design Review Request Form attached to these Design Guidelines and incorporated herein ("**Design Review Request Form**"), together with the items described below ("**Submittal Package**"). A copy of the Design Review Request Form can also be obtained from the Management Company.

**6.2 Delivery of Submittal Package:** The Submittal Package and any resubmittals must be delivered in a manner where receipt for delivery can be obtained. This may include personal delivery, overnight courier or any method where the Management Company acknowledges receipt of the Submittal Package in writing.

**6.3 Submittal Package:** In order to expedite the approval process, the Submittal Package for any Improvements (other than Improvements not requiring approvals) must include 3 sets of each of the following:

- (a) Design Review Request Form;
- (b) Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein ("**Plans and Specifications**"), clearly indicating all proposed modifications;
- (c) Floor plans, if an Owner of a Condominium is requesting permission to remove or relocate a wall;
- (d) Description of materials and colors with material samples;
- (e) A proposed construction schedule (including proposed start and completion dates);
- (f) Certificates of insurance (including contractors exclusions and proof of valid workers' compensation insurance);
- (g) Permits and licenses, if applicable;

(h) Names, addresses and phone numbers of all contractors and subcontractors who will work in the Community; and

(i) Submittal Package Review Fee as set forth in **Section 6.4.1** below. Checks should be made payable to the Sycamore Grove Simi Valley Homeowners Association.

**NO REVIEW WILL OCCUR unless all required plans, forms, fees and information for your proposed Improvement(s) are included in your Submittal Package.**

#### **6.4 Submittal Package Review Fees.**

**6.4.1 Submittal Fees.** The submittal fee for a full review by the Design Review Committee is \$400.00, with \$150.00 of such fee being for architectural review and the remaining \$250.00 as an architectural deposit fee, refunded upon completion of all approved work. Detached Residences may not be subject to a submittal fee for minor review and pre-approved improvements. The submittal fee should be made payable to the Sycamore Grove Simi Valley Homeowners Association and will be required for full reviews.

**6.4.2 Outside Consultant Fee:** The Design Review Committee may require an Owner to pay any fees, costs or expenses related to the review and approval of the Owner's Plans and Specifications by an outside consultant.

**6.4.3 Additional Fees:** Additional fees may be imposed on Owners if determined necessary, based upon the complexity or scope of the Submittal Package and/or to retain consultants. If such fees are determined necessary, you will be notified by the Management Company and you must submit the additional fee(s) within 10 days of the request.

**6.4.4 Deposit:** The Association may elect to have an Owner deposit with the Association cash in the amount set forth below to pay for the cost to repair any damage to Association Property or Association Maintenance Areas caused by the Owner's work. If the Association determines after the completion of the improvements that no damage was done to Association Property or Association Maintenance Areas, the deposit will be returned to the Owner.

#### **6.5 Review of Application:**

**6.5.1 By Management Company.** The Management Company shall, on behalf of the Design Review Committee, review the Submittal Package to ensure that it contains all of the information and fees required. If the Submittal Package is complete, the Management Company will forward the Submittal Package to the Design Review Committee. The Management Company may determine and notify the Owner that, based upon the proposed Improvements or the complexity of the proposed Improvements, review fees will be required. The Submittal Package will not be submitted to the Design Review Committee unless the Submittal Package is completed and until such fees are paid. Failure to submit a complete Submittal Package and include the applicable fees with the Submittal Package will constitute an incomplete application, and the application will be returned to the Owner for completion prior to review by the Design Review Committee. The Submittal Package shall be deemed complete 10 days after delivery to the Management Company unless the Owner is informed otherwise by the Management Company before expiration of the 10 day period.

**6.5.2 By Design Review Committee.** The Design Review Committee will review the Submittal Package and will provide written notification of approval, approval with conditions, or disapproval of the proposed modifications to the Management Company. The Management Company will then provide to the Owner submitting the application for design review a written notice of the actions taken by the Design Review Committee within 45 days from the date of receipt of the Submittal Package along with 1 set of the Submittal Package, appropriately marked with the Design Review Committee's action. If an Owner does not receive notice of the action by the Design Review Committee within such 45 day period, then the Owner

shall have the right to deliver a reminder notice to the Design Review Committee and Management Company. If the Owner does not receive a response within 15 days after delivery of the Owner's reminder notice to the Design Review Committee and the Management Company, the Submittal Package will be deemed approved provided that any Improvements conform to all conditions and restrictions contained in these Design Guidelines and the Declaration and are in harmony with similar structures erected within the Community. Such approval does not negate the need for any jurisdictional permits or requirements.

**6.5.3 Resubmittal.** If an Owner's proposal is not approved, or returned as incomplete, a revised Submittal Package may be submitted. Provided the re-submittal is prompt, and does not constitute a substantially revised proposal, the Design Review Committee will attempt to review the re-submitted application within the initial 45 day period. If the re-submittal is not prompt or includes substantially revised Plans and Specifications, an additional 45 days may be required to complete the Design Review Committee's review.

**6.5.4 Design Review Committee Decisions.** The decision of the Design Review Committee on any proposed improvement shall be made in good faith and may not be unreasonable, arbitrary or capricious. Such decisions shall be in writing and shall be consistent with Applicable Laws including, without limitation, Civil Code Section 4765. If a proposed change is disapproved, the written decision shall include both an explanation of why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the Board if the Design Review Committee and not the Board disapproved the application.

**6.6 Review by the City.** Upon obtaining written approval of a Submittal Package from the Design Review Committee, the Owner shall thereafter submit plans and specifications to the City if the proposed Improvements require the issuance of a building permit or other City required approval. In the event of a discrepancy between this document and City requirements, the most restrictive standard shall prevail. The Association will not be responsible for actions taken by Governmental Entities. In the event that the City requires modifications to the plans and specifications previously approved by the Design Review Committee, the Owner shall submit to the Design Review Committee all modifications to the plans and specifications. The Design Review Committee shall have the right to review and impose further conditions on such modifications which are not inconsistent with the requirements imposed by the City. The Design Review Committee shall have the right to impose conditions to its approval of proposed Improvements that are more restrictive than conditions as may be imposed by the City.

**6.7 Improvement Plans.** Plans and Specifications for works of improvement must be prepared in accordance with the applicable building codes, Applicable Laws, and with sufficient clarity and completeness to enable the Board to make an informed decision on the Owner's request for approval.

**6.8 Diligence in Construction.** Upon final approval of the Submittal Package, the Owner shall promptly commence construction and diligently pursue completion of the construction in conformance with the construction schedule.

**7. General Conditions.** Approval by the Design Review Committee does not constitute a waiver of any requirements of any Governmental Entity. Design review approval of plans does not constitute acceptance of any technical or engineering specifications, and the Association assumes no responsibility for such. The function of the Design Review Committee is to review submittals for architectural design of Improvements, placement of Improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in the Community. All technical and engineering matters are the responsibility of the Owner. In addition to the restrictions set forth in the Declaration and the Rules, each Owner shall also comply with the following restrictions and guidelines.

**7.1 Building Permits.** Building permits may be required for certain Improvements or changes. The applicant shall obtain Design Review Committee approval of any Improvements requiring a building permit prior to requesting such permit from the City.

**7.2 Damage to Association Property or Association Maintenance Areas.** An Owner shall be responsible for any damage to the Association Property or Association Maintenance Areas caused by an Owner or such Owner's Invitees, including without limitation any person or entity performing work on the Owner's Improvements, or any other persons deriving their right to use or access the Association Property or Association Maintenance Areas from the Owner or such Owner's family, tenants or guests, as set forth in the Declaration.

**7.3 Effect of Approval.** Approval of plans is not authorization to proceed with Improvements on any property other than the Separate Interest owned by the applicant.

**7.4 Building Code Requirements.** It shall be the responsibility of the Owner to ensure that proposed modifications are consistent with applicable building code requirements. No Improvements will be permitted that could impair the structural integrity or mechanical systems of the Community, or lessen the support of any portion of the Community.

## **8. Requirements for Contractors, Subcontractors and any Other Workers**

**8.1 Insurance and Contractors License.** Each Owner shall ensure that all contractors, subcontractors, or any other person or entity who/which performs work on or within the Community, including the interior of any Separate Interest, shall provide proof of comprehensive general liability insurance in amounts deemed adequate by the Board, proof of valid workers' compensation insurance as required by statute, a California State Contractors License (if applicable) and a Business License (if applicable) to the Design Review Committee. **The Association shall be named as an additional insured on the certificates of insurance for the period of time the work is in progress, which must be submitted to the Association together with the deposit, if required, before work may commence.**

**8.2 Owner Responsibility.** Each Owner is responsible for any violations by such Owner's contractor or subcontractors of the Design Guidelines, the Rules and the Declaration.

**8.3 Damage.** Any damage caused by contractors or sub-contractors to any Association Property, Association Maintenance Areas, Residence or Separate Interest is the Owner's responsibility. Any damage must be reported immediately to the Management Company. The Owner will be held liable for the actions of his/her contractors, subcontractors and/or workers and the Owner will be responsible for any costs of repair incurred by the Association or other Owners, in accordance with the Declaration.

**8.4 Trash and Debris.** All trash and debris must be carried off-site on a daily basis.

**8.5 Electrical and Plumbing.** All electrical and plumbing work must be performed by a contractor licensed in the State of California in accordance with authorized Plans and Specifications. All plumbing must be properly insulated for sound in any Condominium and must be isolated from walls, studs, joists, ceilings and flooring.

**8.6 Working Hours.** Working hours for any Improvements are limited to Monday through Saturday, 7:00 a.m. to 6:00 p.m. or such hours as are permitted by the City, whichever are more restrictive. No work is allowed on Sunday or on Federal and/or State holidays. Workers may access the Community 30 minutes before the applicable "Working Hours," but may not make any disruptive noise until "Working Hours" begin. Painting that does not disrupt others and work that does not create disturbing noise, vibrations or odors is not subject to the "Working Hours" limitation.

**8.7 Parking of Vehicles.** Contractors must park vehicles in accordance with the Rules and any other requirements established by the Association.

**8.8 Conduct by Workers.** Workers are not allowed to bring their pets within the Community. Workers are prohibited from creating nuisance noise unrelated to the construction work. All workers must

wear shoes, pants or shorts and shirts at all times. No workers may use the power from the Association Property or Association Maintenance Areas.

**8.9 Stopping Work.** The Association has the right to stop any work that is in violation of these regulations, creates a fire or safety hazard, or interferes with activities on Association Property or Association Maintenance Areas.

**8.10 Fire Safety Devices.** No one shall remove any permanent smoke detectors or carbon monoxide detector anywhere in or about a Condominium or the Association Property. If spray paint, sanding, or any other work that could potentially set off the smoke detectors will be performed, it is permissible to cover smoke detectors with plastic (and no other material), but the plastic must be removed at the end of the each day.

**8.11 Construction Materials.** All construction materials must be stored within an Owner's Separate Interest. Any construction materials that are delivered and deposited on the Private Streets must be relocated to the Owner's Separate Interest. The Owner who is making the Improvements shall be responsible for removing all debris and maintaining all portions of the Association Property affected by the applicant's construction activities, including any Private Streets and walkways, in a clean and attractive condition. The Board has the right to levy Compliance Assessments against the Owner who is making the Improvements to recover the cost of cleaning or restoring any Association Property to the condition that existed prior to the commencement of such Improvements pursuant to the Declaration and the Bylaws.

**8.12 Equipment.** Contractors must use their own equipment. The use of electricity facilities within Association Property is prohibited. The Owner who is making Improvements shall be responsible for ensuring that construction equipment such as trucks, concrete mixers, trailers, trash bins, and compressors shall not be parked or placed on the streets for an unreasonable amount of time. Any damage to the Private Streets, curbs, landscaped areas, fences, walls or other Association Property improvement shall be repaired at the Owner's expense. If such expenses are not promptly repaid by the Owner's to the Association, the Board shall, after Notice and Hearing, levy a Compliance Assessment against such Owner for reimbursement. Workers are prohibited from leaving their equipment in the Association Property. The Association is not responsible for the disappearance of any tools, equipment or materials left in the Association Property.

**8.13 Violation of Rules.** The Board has the right to levy against the Owner who is making such Improvements, Compliance Assessments as a disciplinary measure for a violation of the rules and regulations set forth herein and for reimbursement of any costs incurred by the Association in the repair of damage for which such Owner, or such Owner's agents or contractors was allegedly responsible, as set forth in the Declaration and the Rules.

**9. Failure to Comply with Required Procedures.** If any design change is made without the approval of the Design Review Committee or any violation of the Design Guidelines occurs, the Design Review Committee may deliver written notice of the violation to the Owner. The violation notice shall specify a time period for removal of the non-conforming Improvement that the Design Review Committee reasonably determines is necessary to remove the non-conforming Improvement. The Owner shall, upon receipt of the violation notice, remove the non-conforming Improvement within the time period specified in the violation notice. If an Owner fails to remove the non-conforming Improvement within the time period specified in the violation notice, the Design Review Committee shall inform the Board. The Board shall then provide the Owner with Notice and Hearing to consider the Owner's continuing violation. At the Hearing, if the Board finds that there is no valid reason for the continuing violation, the Board may levy a fine in accordance with the fine schedule set forth in the Rules and/or may determine the estimated costs of correcting the violation. The Board may require the Owner to remedy or correct the violation within a period of not more than 45 days from the date of the Board's determination. If the Owner does not comply with the Board's decision within such period or within any extension of such period as the Board, in its discretion, may grant, the Board may either remove the non-complying Improvement or remedy the violation. The cost of correcting the violation plus attorneys' fees and costs incurred by the Association shall be assessed against the Owner as a Compliance Assessment. The decision of the Board shall be final.

**10. Approved with Conditions.** A copy of the executed request form and an approval report or a copy of the plans signed by the Design Review Committee will be returned to the applicant. The plans will contain Design Review Committee changes or stipulations that shall become a part of the plans and shall represent the terms and conditions of approval to be satisfied by the applicant. All use restrictions contained in the Declaration shall be in full force and effect and shall control the construction activities of the Owner.

**11. Reconsideration of Disapproval by the Design Review Committee.** If a Design Review Committee is appointed and it disapproves any application or disapproves any design review request, the Owner making such design review request may submit a written request for reconsideration to the Board. The Board must receive the written request for reconsideration not more than 30 days following the disapproval decision of the Design Review Committee. Within 30 days following receipt of the written request for reconsideration, the Board shall render its written decision in accordance with California Civil Code Section 4765. The decision of the Board shall be binding and final. Reconsideration by the Board is not required if the Board is acting as the Design Review Committee.

**12. Inspection and Correction Of Work**

**12.1 Right of Inspection During Course of Construction.** The Design Review Committee or its duly authorized representative may enter into any Separate Interest during the course of construction or installation of any Improvements for the purpose of inspecting such construction and/or installation to determine whether it was performed in substantial compliance with the approved Plans and Specifications, the contractor's guidelines and applicable governmental rules and regulations. If the Design Review Committee determines that such construction and/or installation is not being done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner of such non-compliance. If the Design Review Committee determines that such construction and/or installation is not being done in substantial compliance with the approved Plans and Specifications, the contractor's guidelines or applicable governmental rules and regulations, work may be stopped by the Design Review Committee and/or the City until the work complies with the applicable standards. Copies of inspection sign-off(s) by the City shall be provided to the Management Company and/or the Design Review Committee within 48 hours of the request for entry.

The Design Review Committee may not enter into a Condominium without obtaining the prior permission of the Owner or occupant of such Condominium; provided, however, that such permission shall not be unreasonably withheld and shall be given for entry by the Design Review Committee during the daylight hours within 48 hours of the request for entry.

**12.2 Notice of Completion.** Upon the completion of any construction or reconstruction or the alteration or refinishing of any Improvements, or upon the completion of any other work for which approved Plans and Specifications are required, the Owner shall give written notice of completion to the Design Review Committee using the Notice of Completion form attached to these Design Guidelines and incorporated herein.

**12.3 Inspection.** Within 30 days of its receipt of the Notice of Completion, the Design Review Committee, or its duly authorized representative, shall have the right to enter into the Separate Interest, as provided in Section 8.4.1 of the Declaration, to inspect such Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved Plans and Specifications. If the Design Review Committee finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner in writing of such non-compliance within 30 days after the inspection, specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

**12.4 Non-Compliance.** If the Owner fails to remedy such non-compliance within 30 days from the date of such notification, the Board after affording such Owner Notice and Hearing, shall determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than 30 days from the date of the Board ruling. If the Owner does not

comply with the Board ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Association, at its option, may either remove the non-complying Improvement or remedy the non-compliance and the Owner shall reimburse the Association for all costs and expenses incurred in connection therewith, including attorneys' fees and costs, upon demand and release the Association from any claims arising from such work. If such expenses are not promptly repaid by the Owner to the Association, the Board shall, after Notice and Hearing, levy a Compliance Assessment against such Owner for reimbursement.

**12.5 Review Oversight.** Any design review approval involving an oversight of the Declaration or design review policy does not constitute a waiver of that rule and therefore, must be corrected upon notice by the Board.

**12.6 Estoppel Certificate.** If an Owner requests an estoppel certificate from the Board pursuant to Section 8.9 of the Declaration, the Owner shall pay the applicable processing fee charged by the Management Company.

**13. Variance Process.** The Board may authorize variances from compliance with any of the design provisions set forth herein, including, without limitation, restrictions upon height, size, floor area or placement of Improvements or other similar restrictions, when circumstances such as topography, natural obstructions, aesthetic or environmental considerations may require. Such variances may be evidenced in writing, must be signed by at least 2 members of the Board and approved at a duly called regular meeting of the Association and shall become effective upon execution. If such variances are granted, no violation of the requirements set forth herein or in the Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions set forth herein for any purpose except as to the particular Separate Interest and particular provision hereof covered by the variance, nor shall it affect in anyway the Owner's obligation to comply with all governmental laws and regulations affecting its use of the Separate Interest, including, without limitation, zoning ordinances and lot setback lines or requirements imposed by the City or any other governmental authority.

**14. Detached Residence Design Review Standards.** The standards set forth below shall apply to the Improvements within the Community for Detached Residences. These standards are in addition to the standards set forth in the Rules and the other Governing Documents.

**14.1 Landscape Standards.**

**14.1.1** Plans for side and rear yard landscaping must be submitted at the same time for initial landscaping review.

**14.1.2** Plants must not encroach on walkways or Private Streets. Handicap access features at sidewalks and driveways shall not be modified or removed.

**14.1.3** Irrigation lines must be subterranean unless they are "drip" systems. The irrigation system shall be designed and installed to irrigate different landscape zones (e.g., sun, shade, lawn and shrubs).

**14.1.4** Appropriate drainage shall be installed so as to be directed to the street, and to prevent run-off onto adjacent or common area properties. There should be a slope / drainage of 2% away from the building, and water should be collected in a landscape drainage system.

**14.1.5** Sprinklers must be adjusted so as to spray landscaped areas only. Spray irrigation heads shall not spray on block walls or fences. Irrigation controllers shall be set to apply the correct amount of irrigation and avoid runoff to adjacent Separate Interests.

**14.1.6** Applications for landscape must include:

(a) Listing of plant material and size, including height of trees at maturity. Trees should be kept at least 5 feet from property lines and have non-evasive and non-surface root systems.

(b) Site plan showing house (plot plan) and location of the proposed landscaping (plant materials).

(c) Non-retaining planters and walls shall not exceed 2 feet in height.

(d) Hardscape, such as concrete walkways, pavers and patios, decks, patio covers with elevations (side views) and construction detail. Colors of decorative concrete, brick, stone, or block must be specified. Earth tone, neutral colors are required. No vivid colors are allowed.

(e) Drainage plan, including location of drain inlets, water flow direction, and outlets must be identified. All water shall be directed away from the Detached Residence.

## **14.2 Drainage**

**14.2.1** There shall be no interference with the established drainage patterns, level, or grade over any Lot, Association Maintenance Areas, or Association Property unless an adequate alternative provision is made for proper drainage and written approval is obtained from the Design Review Committee.

**14.2.2** Failure to make adequate provisions for proper drainage in the event it is necessary to change the established drainage over Owner's Lot could cause major problems and result in imminent danger to person(s) or property of other residences.

**14.2.3** If you alter drainage, or if you install Improvements in such a way as to alter the drainage, you, not the Association, will be responsible for any resulting consequences in any way related to drainage.

## **14.3 Fences and Walls**

**14.3.1** Fence style, materials, and finished color must be compatible with the Community.

**14.3.2** Placement of the fence and support structures may not interfere with adjacent Association sprinkler systems, nor shall fences be constructed over irrigation lines.

**14.3.3** Structural framing or an unfinished side or a fence varying from existing fence standards shall not be exposed to any public street or Private Street, sidewalk, walkway or neighboring Separate Interest.

**14.3.4** Material for side yard fencing will be given special consideration depending on its exposure to the neighborhood.

**14.3.5** Stepped fencing is permissible where the grade slopes.

**14.3.6** Fences are required to surround pool and spa areas. Minimum height requirements are established by government codes.

**14.3.7** Specific fence requirements

(a) Wrought Iron/Tubular Steel:

(i) Must have a finish consistent with the Declarant's installation.

(ii) Metal mesh may be applied to the interior side of a fence to restrain small pets and children provided it is painted to match the fence color.

(b) Vinyl Fence – Privacy fence:

(i) Maximum height is 6 feet.  
(ii) Must be painted to match the house trim or stained in an acceptable color.

(iii) Consideration should be given to shadowing of adjacent property when utilizing a solid fence.

(c) Acceptable material for fencing and walls:

(i) Vinyl  
(ii) Wrought Iron/Tubular Steel  
(iii) Masonry or stucco if materials conform to the quality, color and character of masonry or stucco used elsewhere in the respective neighborhoods

(iv) The above acceptable materials are not all-inclusive.

(d) Unacceptable fencing materials:

(i) Aluminum or sheet metal  
(ii) Chicken wire or wire mesh  
(iii) Galvanized or plastic chain link  
(iv) Plastic webbing, reed or straw-like materials and bamboo  
(v) Corrugated or flat plastic or fiberglass sheets or panels  
(vi) Rope or other fibrous strand elements  
(vii) Miniature type fencing  
(viii) The above unacceptable materials are not all-inclusive.

(e) Under no circumstances shall any owner remove or alter in any way walls and fences that have been erected by the Declarant without the prior written consent of the Design Review Committee.

(f) At no time shall an owner attach to, affix, or hang any item on or over any such fences or walls without Design Review Committee approval.

#### **14.4 Decks, Patio Structures, Sun Shades and Gazebos**

**14.4.1** Materials shall be harmonious with applicant's Separate Interest.

**14.4.2** In designing the deck or patio, a minimum of intrusion upon neighbors' privacy should be given every possible consideration.

**14.4.3** Adequate drainage must be installed to prevent standing water and run-off onto adjacent properties. Drainage must be directed to the street.

**14.4.4** Wooden decks and patio covers are to be stained and/or sealed to preserve natural color or painted to match existing trim.

**14.4.5** Railings are acceptable.

**14.4.6** Application for a patio or deck must include the following information:

Detached Residence.

- (a) Site plans indicating location of patio or deck in relation to existing

- (b) Listing of materials colors and finishes.

- (c) Drainage provisions and flow or run-off

- (d) Dimensions

- (e) Elevation drawings

**14.4.7** Patio covers should not exceed 10 feet in height for a flat type structure, 12 feet in height for a sloped pitched structure.

**14.4.8** Solid patio covers may be approved provided they are roofed with similar or complimentary materials to those present on the existing roof.

**14.4.9** Patio covers may be freestanding including without limitation, palapas or attached to an existing structure.

**14.4.10** Unacceptable construction materials for structures in this section shall include the following:

- (a) Corrugated plastic

- (b) Corrugated fiberglass

- (c) Plastic webbing, split bamboo, reed or straw-like materials

- (d) Asphalt

- (e) Metal support posts for patio covers.

- (f) The above unacceptable materials are not all inclusive.

**14.4.11** Application for patio covers must include:

boundaries

- (a) Location of cover in relation to Detached Residence and all property

- (b) Materials and color

- (c) Dimensions

- (d) Elevation drawings

## **14.5 Exterior Fires, Fireplaces and Barbecues**

**14.5.1** Exterior fire pits, barbecues and fireplaces shall be limited to gas burning type with an electronic starter.

**14.5.2** Fireplace chimneys shall not exceed minimum building codes and zoning codes, or 8 feet in height above original pad grade, whichever is less and shall meet City setback requirements.

**14.5.3** If the fireplace (including the spark arrestor) extends above the adjacent wall or fence line, a setback equal or greater than the height of the fireplace is required and the structure shall be adequately screened from view by other Separate Interests. Depending on the Lot configuration in relation to neighboring Separate Interests, the setback can be lowered provided that the screening materials can be installed and appropriately maintained in the space. The minimum setback for barbecues, fireplaces and fire pits is 5 feet or the City required setback standards, whichever is greater.

**14.5.4** The structures shall be screened with landscaping.

**14.5.5** The fireplace must match the architectural style of the Detached Residence.

**14.5.6** The back of the fireplace structure must match the Detached Residence.

**14.5.7** Owner shall obtain any permits required by the City for any fire pits, barbecues and fireplaces.

**14.5.8** Barbeque Islands and Outdoor Kitchens.

(a) Barbecue islands and other types of permanent barbecue structures and outdoor kitchens shall maintain a minimum setback of 5 feet between the burning element and the property line, provided the structure is not visible above the adjacent wall or fence.

(b) If the structure is visible above the wall or fence line, it shall be screened with landscaping.

(c) Owner shall obtain any permits required by the City for any barbecue islands and outdoor kitchens and fire pits.

**14.5.9** No fire pits, barbecues, fireplaces, barbecue islands, permanent barbecue structures or outdoor kitchens shall be located in the front yard of a Detached Residence.

## **14.6 Spas**

**14.6.1** All accessory equipment shall be located, screened, or recessed in such a manner so as not be visible from any Separate Interest or street.

**14.6.2** All equipment installations shall be located, sound controlled and maintained in such a manner so as not to unreasonably disturb residents of other Separate Interests. The Design Review Committee shall have the right, but not the obligation, to require any Owner to repair or restore any installation to quiet operation or restrict its use or operation if in the reasonable opinion of the Design Review Committee continued use or operation disturbs residents of other Separate Interests.

## **14.7 Fountains**

**14.7.1** Fountains that are consistent with the overall Community theme should be considered as an accent feature to the main Detached Residence. Where those elements are visible from the street and/or Association Property, their size and scale should be consistent with other proposed

hardscape elements. Statuary and sculpture elements associated with fountains shall not exceed the height of adjacent privacy walls and fences and should be softened with plant materials.

**14.7.2** The subject matter of statuary and sculpture elements associated with fountains shall be appropriate for their residential context. Elements that could reasonably be considered to be offensive are not permitted.

**14.7.3** The color of fountains should complement the primary residential structure. Bright colors and reflective surfaces are not permitted

**14.7.4** The quality and quantity of fountains, statuary and sculpture elements are subject to review and approval of the Design Review Committee.

**14.7.5** Fountains located in the rear yard shall not exceed the adjacent fence or wall height, must not block a view and must be set back a minimum of 5 feet from the back of the sidewalk and/or side property lines. Fountains located in the front yard shall not exceed 2 feet in height and must be set back a minimum of 3 feet from the back of the sidewalk and/or side property lines. Fountains are more appropriately located close to the primary residence and are not permitted to be placed in a location where they detract from the overall appearance of the street.

**14.8 Playground Equipment.** Design and location of all proposed playground equipment that extends above the fence line of the rear or side yards must be reviewed and approved by the Design Review Committee.

**14.9 Building Materials** Building materials for reconstruction or any additional new construction shall be equal to or better than the type originally installed by Declarant, or similar or comparable building materials.

**14.10 Painting (Exterior).** Exterior repainting of any Detached Residence will be subject to review and approval by the Design Review Committee if you intend to repaint the exterior with a color different from the original color. Samples of the proposed color(s) must be provided to the Design Review Committee.

**15. Condominium and Detached Residence Design Review Standards.** The standards set forth below shall apply to the Improvements within the Community for both Condominiums and Detached Residences, unless otherwise indicated. These standards are in addition to the standards set forth in the Rules and the other Governing Documents

**15.1 Antenna and Satellite Dish.** These guidelines are not intended in any way to impair the installation, maintenance or use of Covered Antenna (as defined below). These guidelines are not a part of a pre-approval submittal process as described in Article 8 of the Declaration; however, the Design Review Committee has the right to ensure that any Covered Antenna installed by an Owner is installed in accordance with the following guidelines. If an Owner or an Occupant installs a satellite dish, the Owner is responsible to submit a completed and signed Notice of Satellite Dish Installation Form prior to installation of the satellite dish using the form attached to these Design Guidelines.

**15.1.1 Definitions.**

(a) **“Antenna”** means any device used for the transmission and receipt of video or audio services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS), including antennas that have limited transmission capability which are designed to aid the user in selecting or using video programming. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

(b) **“Covered Antenna”** means an Antenna covered by the FCC’s Over-the-Air Reception Devices (OTARD) Rule.

**15.1.2 Antenna Size and Type.** Owners may install the following Covered Antennas in accordance with the design review process set forth in the Declaration and these Design Guidelines, provided that such rules do not unreasonably delay Covered Antenna installation, maintenance, or use; unreasonably increase the cost of Covered Antenna installation, maintenance, or use; or preclude reception of acceptable quality signals from Covered Antennas.

(a) Antennas designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter.

(b) Antennas designed to receive Multipoint Distribution Service (MDS) that are 39.4 inches (1 meter) or less in diameter.

(c) Antennas designed to receive television broadcast signals, regardless of size.

**15.1.3 Location.**

(a) Covered Antennas shall not encroach upon, or overhang into, any Association Property, Association Maintenance Areas or any other Owner’s Separate Interest or Exclusive Use Easement Area. Notwithstanding the foregoing, and in addition to the foregoing restrictions, Covered Antennas associated with a Condominium shall be installed solely on such Condominium’s Exclusive Use Easement Area.

(b) Covered Antennas shall be located in a place shielded from view from other Separate Interests, from streets, or from outside the Community to the maximum extent possible. If Covered Antennas can receive acceptable-quality signals from more than one location, then Covered Antennas must be located in the least visible preferred location.

(c) If an installation cannot comply with the previous section because the installation would unreasonably delay, unreasonably increase the cost, or preclude reception of acceptable-quality signals, the Owner must ensure that the installation location is as close to a conforming location as possible. The Association may request an explanation of why the nonconforming location is necessary.

**15.1.4 Installation and Removal.**

(a) **Generally.**

(1) Covered Antennas shall be neither larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal.

(b) **Condominiums.** In addition to the other generally applicable provisions of this section, the following terms shall apply to all Condominiums:

(1) Unless otherwise prohibited by law, Covered Antennas installed within the Exclusive Use Easement Area must be installed on a stand or tripod only and such stand or tripod may not puncture or penetrate the floor surface of the Exclusive Use Easement Area or the walls of the building surrounding the Exclusive Use Easement Area.

(2) All installations shall be completed so that they do not materially damage any Association Property or void any warranties of the Association or other Owners, or in any way impair the integrity of any building in the Community. Owners are liable for any personal injury or damage occurring to Association Property or other Owners’ Exclusive Use Easement Area arising from installation,

maintenance, or use of a Covered Antenna. Covered Antenna removal requires restoration of the installation location and any other affected locations, if any, to their original condition. Owners shall be responsible for all costs relating to restoration of these areas.

(3) Any antenna installer shall comply with the requirements for contractors and subcontractors set forth in these Design Guidelines. The purpose of this regulation is to ensure that Covered Antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to other Owners and personnel.

(4) Installation on Exclusive Use Easement Areas:

The following devices shall be used whenever possible:

(A) Devices that permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane or other Association Property; and

(B) Devices such as ribbon cable that permit the transmission of telecommunications signals into a Unit through a window or door without penetrating the wall; and

(C) Existing wiring for transmitting telecommunications signals and cable services signals.

(5) Notwithstanding anything herein to the contrary, the installation of any Covered Antenna on an Exclusive Use Easement Area may not block or obstruct the Indigo Deck Emergency Access Areas, if any, that burden any Condominium.

(c) **Detached Residences.** Installation of a Covered Antenna is only allowed on an Owner's Detached Residence.

#### **15.1.5 Covered Antenna Paint Color.**

(a) Provided that paint will not degrade the signal, Covered Antennas shall be neutral in color or painted to match the color of the structure (wall, railing) near where they are installed.

(b) Covered Antennas installed on the ground and visible from the street or other Owners' Residences must be camouflaged. A Covered Antenna preferably should be camouflaged by existing landscaping or screening. If existing landscaping will not adequately camouflage the Covered Antenna, then the Association may require additional camouflage. If the camouflaging will cause an unreasonable cost increase, then the Association has the option to pay for additional camouflaging.

(c) Exterior Covered Antenna wiring shall be installed so as to be minimally visible and blend into the material to which it is attached.

**15.1.6 Safety.** Because the Association has a legitimate safety interest in preventing personal injury or property damage occurring due to improper or unsafe Covered Antenna installation, Owners must follow the listed safety guidelines:

(a) Covered Antennas shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, City and state laws and regulations, and manufacturer's instructions. If an Owner must obtain a permit in compliance with a valid safety law or ordinance, then the Owner shall provide a copy of that permit to the Association before installation. The purpose of this rule is to ensure that Covered Antennas are installed safely and securely, and to minimize the possibility of detachment and resulting personal injury or property damage.

(b) Unless the above-cited codes, safety ordinances, laws, and regulations require a greater separation, Covered Antennas shall not be placed within 5 feet of electrical power lines (above-ground or buried) and in no event shall Covered Antennas be placed where they may come into contact with electrical power lines. The purpose of this requirement is to prevent injury or damage resulting from Covered Antenna contact with power lines.

(c) Covered Antennas shall not obstruct access to or exit from any doorway or window of a Separate Interest, walkway, ingress or egress, electrical service equipment, water shut-off valves, any Indigo Deck Emergency Access Areas, or any other areas necessary for the safe operation of the Community. The purpose of this requirement is to ensure the safe ingress or egress of Owners and Management Company personnel.

(d) To prevent electrical and fire damage, Covered Antennas shall be permanently and effectively grounded.

(e) To prevent detachment during a storm, Covered Antennas shall be installed to withstand wind speeds of 70 mph.

**15.2 Drainage.** There shall be no interference with the established drainage patterns over any Separate Interest or Association Property unless an adequate alternative provision is made for proper drainage and written approval is obtained from the Board.

Failure to make adequate provisions for proper drainage in the event it is necessary to change the established drainage over a Separate Interest and Exclusive Use Easement Area could cause major problems and result in imminent danger to person(s) or property of other residences.

If an Owner alters drainage, or if an Owner installs Improvements in such a way as to alter the drainage, such Owner, not the Association, will be responsible for any resulting consequences in any way related to drainage. Each Owner is responsible for damage caused by such Owner's failure to properly provide for adequate drainage.

### **15.3 Flags and Flag Poles.**

**15.3.1 Submittal Requirements:** Flags of the United States and noncommercial flags that are not more than 15 square feet in size need not be submitted for Design Review Committee approval provided that they conform to the following guidelines. However, the Association reserves its rights set forth in the Declaration to prohibit Improvements that may pose a health or safety risk in the Community.

#### **15.3.2 Guidelines.**

(a) With respect to Condominiums, Owners may display a flag of the United States made of fabric, cloth or paper displayed within a Unit or on a tripod within the Exclusive Use Easement Area.

(b) With respect to Detached Residences, Owners may display a flag of the United States made of fabric, cloth or paper displayed from a staff or pole within a Lot.

(c) Owner may not display a depiction or emblem of the United States flag made of lights, paint, roofing, siding, paving materials, flora or balloons or any other similar building, landscaping or decorative component.

(d) With respect to Condominiums, Owners may display noncommercial flags or banners made of paper, cardboard, cloth, plastic, or fabric and displayed within a Unit or on a tripod within the Exclusive Use Easement Area.

(e) With respect to Detached Residences, Owners may display noncommercial flags or banners made of paper, cardboard, cloth, plastic, or fabric and displayed from the yard, window, door, balcony, or outside wall of a Detached Residence.

(f) Owners may not display a noncommercial flag or banner made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces

(g) All other flags must be submitted to the Board in accordance with the procedures set forth in the Declaration and these Design Guidelines.

**15.4 Water Supply Systems.** The provisions of this section regarding water supply systems apply only to Condominiums. Water systems to be located in any Condominium must be submitted for Design Review Committee approval. Water systems must be professionally installed. An Owner is strictly liable for any damage, including water intrusion and any mold or mildew resulting from the installation of any water system. No individual water supply or water softener system shall be permitted in any Unit unless such system is designed, located, constructed and equipped in accordance with requirements, standards, and recommendations of any applicable water district, the City, applicable Governmental Entities and the Homeowner Maintenance Manual.

**15.5 Window Coverings and Treatments.**

**15.5.1** Window coverings may consist of curtains, draperies, blinds, shades or shutters. Aluminum foils or other reflective materials, bed sheets, papers, and the like may not be applied to windows, at any time.

**15.5.2** Exterior wrought iron or metal bars are prohibited.

**15.5.3** Drapes, curtains, shutters, blinds and other window materials must be kept in good condition. The Association can compel an Owner to replace shabby and torn materials exposed to the exterior.

**15.6 Signs.**

**15.6.1 Submittal Requirements.** Noncommercial signs and posters that are more than 9 square feet in size and noncommercial flags or banners that are more than 15 square feet in size must be submitted to the Design Review Committee in accordance with the procedures set forth in the Declaration and these Design Guidelines.

**15.6.2 Guidelines.**

(a) With respect to signs placed on the exterior of a Condominium, the color and style of signs must be harmonious with the exterior surface of the building.

(b) Noncommercial signs made of lights, roofing, siding, paving materials, flora or balloons or any other similar building, landscaping or decorative component, or painting of architectural surfaces are not permitted.

(c) Signs shall not be attached to the walls of any Exclusive Use Easement Area of any Condominium.

(d) Signs shall not be attached to the walls or fences of any porch, deck or patio area of any Detached Residence.

(e) 1 sign advertising the Separate Interest for sale or lease must not be larger than 18 inches by 30 inches in size and must comply with the provisions of Section 9-37.070 of the Simi Valley Municipal Code, California Civil Code Sections 712, 713, and 4710 and all other Applicable Laws. "SOLD" signs may not be displayed for more than 30 days after the close of escrow of the home.

(f) Security signs shall be no larger than 12 inches x 12 inches (1 foot square). A maximum of one sign shall be permitted in the entry way area.

**15.7 Solar Energy Systems.** Sections 2.1.18 and 2.2.2 of the Declaration sets forth additional restrictions on Solar Energy Systems.

### **ATTACHMENTS**

Design Review Request Form with Neighbor Notification Form for Detached Residences

Notice of Completion

Notice of Satellite Dish Installation Form for Condominiums and Detached Residences

# SYCAMORE GROVE SIMI VALLEY HOMEOWNERS ASSOCIATION DESIGN REVIEW REQUEST FORM

**Return form to:** Sycamore Grove Simi Valley Homeowners Association  
 c/o Seabreeze Management Company  
 750 N. San Vicente Blvd. Suite 800  
 West Hollywood, CA 90069  
 Phone: 800-232-7517  
 Email: CustomerCare@Seabreezemgmt.com  
 Website: Seabreezemgmt.com

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address: \_\_\_\_\_

Mailing Address (if different from above): \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business/Mobile Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**SUBMITTAL CHECK LIST:** (Please include 3 sets of the following)

- Design Review Request Form
- Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein ("**Plans and Specifications**"), clearly indicating all proposed modifications
- Floor plans, if an Owner is requesting permission to remove or relocate a wall
- Description of materials and colors and material samples
- A proposed construction schedule (including proposed start and completion dates)
- Certificates of insurance (including contractors exclusions and proof of valid workers compensation insurance)
- Completed Neighbor Notification Form for Detached Residences (see attached page)
- Permits and licenses, if applicable
- Submittal fees; \$150.00 Review Fee. \$250.00 Deposit Fee.

Start \_\_\_\_/\_\_\_\_/\_\_\_\_/ Finish \_\_\_\_/\_\_\_\_/\_\_\_\_/ Floorplan: \_\_\_\_\_

PROPOSED DESIGN IMPROVEMENT(S)

I/we understand that the proposed improvements may require a permit from the City building department or other Governmental Entities and I/we will obtain all required permits before commencing any work. I/we agree I/we will do no work that will change the existing drainage patterns. I/we are aware that any changes in the existing drainage pattern may result in substantial damage to adjacent properties, for which I/we will be held responsible.

I/we assume the responsibility for any work, including conformity of completed improvements to the plans and specifications as approved by the Board or, if appointed, the Design Review Committee and the satisfaction of any time limitations for their completion as may be specified in conjunction with such approval under the above proposed modifications/improvements. Further, I/we assume full responsibility for any work and that I/we or my contractor accomplishes which may, in the future, adversely affect adjacent properties and/or Association Property. I/we will assume responsibility for all future maintenance of this modification and/or improvement.

I/we understand that prior to commencing any work I/we must provide a deposit to the Association as set forth in the Design Guidelines.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Do not write below this line (For Board/Design Review Committee use only)

The Board/Design Review Committee has determined that the submittal on the previous page is:

\_\_\_\_\_ Approved                      \_\_\_\_\_ Approved with Conditions                      \_\_\_\_\_ Disapproved

	See notes on plans.
	Resubmit with more details for _____
	Maintain existing drainage pattern or provide alternative drainage method.
	Submit originally reviewed plans with revised drawings.
	Other Comments:

Further Conditions:

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Board/Design Review Committee:

Date: \_\_\_\_\_ Initial: \_\_\_\_\_ Date: \_\_\_\_\_ Initial: \_\_\_\_\_ Date: \_\_\_\_\_ Initial: \_\_\_\_\_

**SYCAMORE GROVE SIMI VALLEY HOMEOWNERS ASSOCIATION  
NEIGHBOR NOTIFICATION FORM**



Name:  
\_\_\_\_\_  
Address:  
\_\_\_\_\_  
Signature:  
\_\_\_\_\_

**Left rear neighbor**



Name:  
\_\_\_\_\_  
Address:  
\_\_\_\_\_  
Signature:  
\_\_\_\_\_

**Rear neighbor**



Name:  
\_\_\_\_\_  
Address:  
\_\_\_\_\_  
Signature:  
\_\_\_\_\_

**Right rear neighbor**



Name:  
\_\_\_\_\_  
Address:  
\_\_\_\_\_  
Signature:  
\_\_\_\_\_

**Left adjacent neighbor**



**YOUR HOUSE**  
Name:  
\_\_\_\_\_  
Address:  
\_\_\_\_\_



Name:  
\_\_\_\_\_  
Address:  
\_\_\_\_\_  
Signature:  
\_\_\_\_\_

**Right adjacent neighbor**



Name:  
\_\_\_\_\_  
Address:  
\_\_\_\_\_  
Signature:  
\_\_\_\_\_



Name:  
\_\_\_\_\_  
Address:  
\_\_\_\_\_  
Signature:  
\_\_\_\_\_



Name:  
\_\_\_\_\_  
Address:  
\_\_\_\_\_  
Signature:  
\_\_\_\_\_

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**Left front neighbor**

**Front neighbor**

**Right front neighbor**

**If neighbor is not impacted by improvements, meaning no part of the improvements will be visible to them, then write "Not Impacted" in that neighbor's signature line**  
Signature on above form does not constitute approval of plans presented, only notification. Any concerns about plans being presented may be addressed, in writing, to the Association.

**SYCAMORE GROVE SIMI VALLEY HOMEOWNERS ASSOCIATION  
NOTICE OF COMPLETION**

**Return form to:** Sycamore Grove Simi Valley Homeowners Association  
 c/o Seabreeze Management Company  
 750 N. San Vicente Blvd. Suite 800  
 West Hollywood, CA 90069  
 Phone: 800-232-7517  
 Email: CustomerCare@Seabreezemgmt.com  
 Website: Seabreezemgmt.com

Notice is hereby given that: \_\_\_\_\_, the undersigned is the Owner(s) of the property located at:

Address: \_\_\_\_\_  
 Separate Interest Unit or Lot #: \_\_\_\_\_

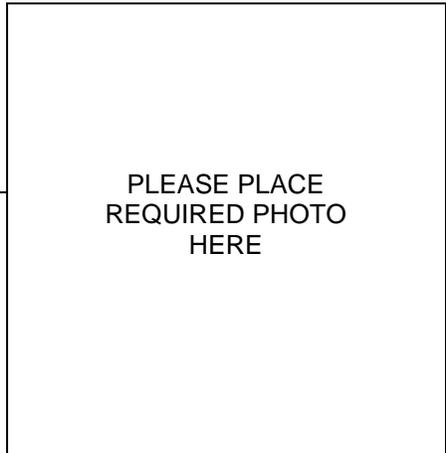
The work of Improvement described as \_\_\_\_\_

was COMPLETED on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in accordance with the Board's/Design Review Committee's written approval of the above Owner's plans and submitted package.

Signature of Owner: \_\_\_\_\_

Signature of Owner: \_\_\_\_\_

Date: \_\_\_\_\_



**THIS SECTION FOR BOARD/DESIGN REVIEW COMMITTEE  
USE ONLY:**

Date Received: \_\_\_\_\_

Date Inspection Performed: \_\_\_\_\_

Work completed in accordance with approved plans;

File closed date: \_\_\_\_\_

Work not in compliance with approved plans;

See comments and/or corrections as noted below:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Board//Design Review Committee

\_\_\_\_\_  
 Date

**SYCAMORE GROVE SIMI VALLEY HOMEOWNERS ASSOCIATION  
NOTICE OF SATELLITE DISH INSTALLATION FORM  
FOR CONDOMINIUMS**

**Return form to:** Sycamore Grove Simi Valley Homeowners Association  
c/o Seabreeze Management Company  
750 N. San Vicente Blvd. Suite 800  
West Hollywood, CA 90069  
Phone: 800-232-7517  
Email: CustomerCare@Seabreezemgmt.com  
Website: Seabreezemgmt.com

Applicant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address: \_\_\_\_\_

Mailing Address (if different from above): \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business/Mobile Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Satellite Dish Agreement:**

I, \_\_\_\_\_ (*Insert Your Name*), owner of the above-referenced Unit, have read the antenna and satellite dish Design Guidelines for the Association and agree to install the device per the requirements.

The device will be installed on \_\_\_\_\_ (*Insert Install Date*). I understand that if the satellite dish device CANNOT be installed per the antenna and satellite dish Design Guidelines, I must submit an application for design review and approval PRIOR to installation detailing the proposed installation.

I understand that after installation, if the device is not in FULL and COMPLETE compliance, I am 100% monetarily responsible for making all necessary changes to the installation in order to bring the device into compliance. I am also aware that any damage resulting from the installation is my responsibility to repair.

I understand if I sell my Unit, I am responsible for the removal of the satellite dish device and must repair any and all damage to the area where the dish was installed, including all areas of wiring, etc.

\_\_\_\_\_  
Signature Date

\*\*\*\*\*

Board Use Only

IN COMPLIANCE       NOT IN COMPLIANCE

Corrections Required:

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SYCAMORE GROVE SIMI VALLEY HOMEOWNERS ASSOCIATION  
SATELLITE DISH AND ANTENNA POLICY  
AND ACKNOWLEDGMENT FORM FOR DETACHED RESIDENCES**

**Return form to:** Sycamore Grove Simi Valley Homeowners Association  
c/o Seabreeze Management Company  
750 N. San Vicente Blvd. Suite 800  
West Hollywood, CA 90069  
Phone: 800-232-7517  
Email: CustomerCare@Seabreezemgmt.com  
Website: Seabreezemgmt.com

**1. Installation within the Lot.**

**1.1 Dishes.** Consistent with the Governing Documents, satellite dishes and antennae designed to receive video programming services via multi-point distribution services may be installed within the Lot so long as such antennae and satellite dishes are (a) 39.4 inches (1 meter) or less in diameter, (b) installed in the least visually obtrusive portion of an Owner's property where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive, and (c) either screened from view or painted to match the surrounding area so as to blend in with the surrounding area, so long as such screening or painting is not unreasonably expensive and won't unreasonably interfere with the signal quality.

**1.2 Broadcast Antennae.** Antennae designed to receive television broadcast signals may be installed within a Lot so long as (a) an acceptable quality signal cannot be received via an indoor antenna (e.g., "rabbit ears," etc.), (b) the antenna used is the smallest size available at a reasonable cost that receives an acceptable quality signal, and (c) the antenna is installed in the least visually obtrusive portion of an Owner's Lot where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive.

**1.3 No Installations by Lessees.** Only Owners may install satellite dishes and/or antennae as set forth in this Satellite Dish and Antenna Policy ("**Satellite Policy**"). If an Owner permits its Lessee to install a satellite dish or antenna, this Satellite Policy form must be completed by the Owner of the leased Lot and such Owner will be responsible for ensuring its Lessee complies with all the requirements of this Satellite Policy.

**1.4 Notification.** After installing an antenna or satellite dish pursuant to **Section 1.1** or **1.2** above, the Owner must complete and submit a Notification form to the Association. The Association may inspect the antenna or satellite dish to determine compliance with the above requirements.

**2. Association Property.** Owners are not permitted to install satellite dishes or antennae in any portion of the Association Property or in the Association Maintenance Areas.

All satellite dish and/or antenna installations must comply with this Satellite Policy. By signing below, you acknowledge that you have read this Satellite Policy carefully and represent to the Association that your installation will fulfill all the requirements. This form must be submitted to the Association at least 7 business days prior to installation of a satellite dish or antenna.

Owner:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Type/Model of Satellite dish or antenna: \_\_\_\_\_

Diameter of satellite dish: \_\_\_\_\_

Satellite dish or antenna location: \_\_\_\_\_

Is a sketch of the proposed location relative to building attached?  Yes  No

Is satellite dish or antenna installed on a freestanding base, pole, or tripod?  Yes  No

Is satellite dish or antenna screened?  Yes  No

Is satellite dish or antenna painted to match the Building surface or blend with surrounding?  Yes  No

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

UPON COMPLETION OF THIS FORM, IT IS THE LEGAL OWNER'S RESPONSIBILITY TO EMAIL, FAX OR MAIL THIS FORM TO THE MANAGEMENT COMPANY.