

Summit Ridge at Saddle Mountain Architectural Guidelines

ARTICLE 1	1
INTRODUCTION	1
Section 1.1 <i>Expressed Authority</i>	1
Section 1.2 <i>Purpose</i>	1
Section 1.3 <i>Date of Adoption</i>	1
ARTICLE 2	1
DEFINITIONS	1
Section 2.1 <i>Application of Definitions</i>	1
Section 2.2 <i>Association</i>	1
Section 2.3 <i>Association Management Documents</i>	2
Section 2.4 <i>Architectural Review Committee (ARC)</i>	2
Section 2.5 <i>Architectural Guidelines</i>	2
Section 2.6 <i>Board</i>	2
Section 2.7 <i>Common Area</i>	2
Section 2.8 <i>Covered Property</i>	2
Section 2.9 <i>Declarant</i>	2
Section 2.10 <i>Declaration</i>	2
Section 2.11 <i>Exclusive Use Area</i>	2
Section 2.12 <i>Exclusive Use Association Property</i>	3
Section 2.13 <i>Improvements</i>	3
Section 2.14 <i>Invitee</i>	3
Section 2.15 <i>Lot</i>	3
Section 2.16 <i>Manager</i>	3
Section 2.17 <i>Map</i>	3
Section 2.18 <i>Member</i>	3
Section 2.19 <i>Net Usable Area</i>	3
Section 2.20 <i>Owner</i>	4
Section 2.21 <i>PCMI</i>	4
Section 2.22 <i>Residence</i>	4
Section 2.23 <i>Separate Interest</i>	4
Section 2.24 <i>Side Yard Easement Area</i>	4
Section 2.25 <i>Side Yard Easement</i>	4
ARTICLE 3	4
GENERAL PROVISIONS	4
Section 3.1 <i>Intent of the Guidelines</i>	4
Section 3.2 <i>Architectural Guidelines</i>	5
Section 3.3 <i>Appointment of Architectural Committee</i>	5
Section 3.4 <i>Functions of the Architectural Review Committee (ARC)</i>	6
Section 3.5 <i>Approval Process</i>	6
Section 3.6 <i>Approval</i>	7
Section 3.7 <i>Non-liability for Approval</i>	7
Section 3.8 <i>Appeal</i>	7
Section 3.9 <i>Inspection</i>	7
Section 3.10 <i>City/County Approval</i>	7
Section 3.11 <i>Exemption of Declarant</i>	8
ARTICLE 4	8
GENERA LSUBMISSION PROCEDURES & REQUIREMENTS	8
Section 4.1 <i>City and County Permit Requirements</i>	8
Section 4.2 <i>Application Submittal</i>	8

Section 4.3	Required Copies.....	8
Section 4.4	Construction Drawings.....	8
Section 4.5	Right of Entry.....	8
Section 4.6	Review and Appeal Fees.....	9
Section 4.7	Incomplete Submittals.....	9
Section 4.8	Non-Liability.....	9
Section 4.9	Disposition.....	10
Section 4.10	Performance Dates.....	10
Section 4.11	Evidence of Approval.....	10
Section 4.12	Appeals.....	11
Section 4.13	Nonconformity.....	11
Section 4.14	Enforcement.....	11
Section 4.15	Violations.....	11
Section 4.16	Variances.....	11
Section 4.17	Amendments.....	12
ARTICLE 5		12
GENERAL CONDITIONS OF APPROVAL.....		12
Section 5.1	General Statement of Responsibility.....	12
Section 5.2	Signs.....	12
Section 5.3	Hours of Operations.....	12
Section 5.4	Temporary Structure.....	12
Section 5.5	Construction Materials.....	13
Section 5.6	Maintenance of Improvements.....	13
Section 5.7	Conditions Not Covered.....	13
Section 5.8	Construction Equipment.....	13
Section 5.9	Drainage.....	13
Section 5.10	Construction by Builder.....	14
ARTICLE 6		14
SUBMITTAL REQUIREMENTS.....		14
Section 6.1	Minimum Submittal Requirements For All Improvements.....	14
ARTICLE 7		15
SITE DEVELOPMENT GUIDELINES.....		15
Section 7.1	Workmanship.....	15
ARTICLE 8		16
GENERAL DEVELOPMENT GUIDELINES.....		16
Section 8.1	Heights.....	16
Section 8.2	Setbacks.....	16
Section 8.3	Chimneys.....	16
Section 8.4	Fences and Walls.....	16
Section 8.5	Side yard Fences.....	17
Section 8.6	Side yard Stairs.....	17
Section 8.7	Planter Walls.....	17
Section 8.8	Antennas & Satellite Dish Installation.....	17
Section 8.09	Window Coverings.....	18
Section 8.10	Garage Doors.....	18
Section 8.11	Screen Doors.....	19
Section 8.12	Lighting.....	19
Section 8.13	Clothes Drying Facilities.....	19
Section 8.14	Patio Structures, Sun Shades and Gazebos.....	19
Section 8.15	Sundecks.....	19
Section 8.16	Exterior Stairs.....	20
Section 8.17	Solar Heating System Design Installation Standards.....	20
Section 8.18	Mailboxes.....	21
Section 8.19	Exterior Colors.....	21
Section 8.20	Flagpoles.....	21

Section 8.21	<i>Mechanical and Solar Devices</i>	21
Section 8.22	<i>Basketball Backboards</i>	21
Section 8.23	<i>Play Equipment</i>	21
Section 8.24	<i>Paving Materials</i>	21
Section 8.25	<i>Driveway Widening</i>	22
Section 8.26	<i>Front Yard Areas</i>	22
Section 8.27	<i>Side Yard and Rear Yard Areas</i>	22
ARTICLE 9		23
LANDSCAPING AND POOL GUIDELINES		23
Section 9.1	<i>Landscape Review Items</i>	23
Section 9.2	<i>Front yards</i>	23
Section 9.3	<i>Pools, Spas, Hot Tubs, Ponds and Fountains</i>	24
ARTICLE 10		24
GENERAL MATERIALS AND COLOR GUIDELINES.....		24
Section 10.1	<i>Architectural and Structural Elements</i>	24
Section 10.2	<i>Patio Structures, Sunshades, Trellises, Gazebos and Sundecks</i>	25
Section 10.3	<i>Walls and Fences</i>	25
Section 10.4	<i>Color</i>	25
ARTICLE 11		25
BUILDING MATERIAL GUIDELINES		25
Section 11.1	<i>Exterior Building Walls</i>	25
Section 11.2	<i>Window Glazing, Tinting and Shading</i>	26
Section 11.3	<i>Trim</i>	26
Section 11.4	<i>Diverters</i>	26
Section 11.5	<i>Roof</i>	26
Section 11.6	<i>Roof Vents</i>	26
Section 11.7	<i>Gutters and Downspouts</i>	26
Section 11.8	<i>Flashing</i>	26
Section 11.9	<i>Tubular Steel Fencing</i>	26
Section 11.10	<i>Walls, Fences and Gates</i>	26
EXHIBIT A - RECOMMENDED TREE LIST		27
EXHIBIT B - RECOMMENDED SHRUB LIST		29
EXHIBIT C - RECOMMENDED VINE & ESPALIER LIST		32
EXHIBIT D - RECOMMENDED GROUND COVER LIST		33
EXHIBIT E – IMPROVEMENT APPROVAL APPLICATION		34
EXHIBIT F - INSPECTION REQUEST		37

Summit Ridge at Saddle Mountain Architectural Guidelines

Article 1

INTRODUCTION

Section 1.1 Expressed Authority

An important function of the Summit Ridge at Saddle Mountain Homeowners Association (herewith referred to as the "Community") is the retention of the architectural character of the Community. The Board is responsible for the administration and enforcement of architectural review and control within the Community by the authority given to it in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Summit Ridge at Saddle Mountain (CC&Rs). The CC&Rs provide for an Architectural Review Committee (ARC) that is to be appointed to review all plans and specifications for any improvements proposed to be constructed within the Community, and to either approve, conditionally approve or disapprove such proposed improvements. The CC&Rs authorize the ARC to adopt, create, change, eliminate, enforce and administer the Architectural Guidelines (Guidelines). The Board also has the right to levy "Penalty Assessments" against any Owner who fails to comply with the provisions of the Guidelines. These Assessments are a way of reimbursing the Association for costs incurred in the repair of damage to the Common Area that is being maintained by the Association for which an Owner was allegedly responsible.

Section 1.2 Purpose

These Architectural Guidelines are made for the purpose of governing the affairs of the Summit Ridge at Saddle Mountain Homeowners Association ("Association") and are subject to the Summit Ridge at Saddle Mountain Declaration of Covenants, Conditions and Restrictions (CC&R's), recorded on January 17, 2002, as Instrument No. 2002-024701, Official Records of San Mateo County. The CC&R's provide for the adoption of Architectural Guidelines ("Guidelines") relating to the regulation of architectural control and actions by the Architectural Review Committee.

Section 1.3 Date of Adoption

The Board of Directors of the Summit Ridge At Saddle Mountain Homeowners Association adopted Articles 1-11 inclusive, of these Guidelines, on May 3, 2002.

Article 2

Definitions

Section 2.1 Application of Definitions

Unless the context otherwise requires, the terms defined in this Article shall have the meanings as defined. Any term or phrase not defined in this Article, but shown in quotations, within parentheses, in another provision of these Guidelines, shall have the meaning set forth as if it were defined in this Article. The capitalization of the first letter of any term, other than proper names used in this document, indicates that such term is defined in these Architectural Guidelines

Section 2.2 Association

"Association" shall mean Summit Ridge at Saddle Mountain Homeowners Association, a nonprofit mutual benefit corporation incorporated under the laws of the State of California, its successors and assigns, for the purpose of managing the Common Interest Development.

Section 2.3 Association Management Documents

"Association Management Documents" shall mean the Articles, Bylaws, Architectural Guidelines, Declaration, Supplementary Declaration and the Association Rules and any amendments to any of the foregoing.

Section 2.4 Architectural Review Committee (ARC)

"Architectural Review Committee" shall mean the committee or committees provided for in the Article hereof and in the Declaration "Architectural Control."

Section 2.5 Architectural Guidelines

"Architectural Guidelines" shall mean the architectural and design guidelines, rules, regulations, limitations and restrictions adopted pursuant to the Article entitled "Architectural Control" of this Declaration for the construction, reconstruction, modification, alteration and maintenance of Improvements within the Covered Property.

Section 2.6 Board

"Board" shall mean the Board of Directors of the Association.

Section 2.7 Common Area

"Common Area" shall mean the portions of the Association Property, if any, that are not Exclusive Use Areas. Common Area shall also include mutual or reciprocal easement rights appurtenant to the Separate Interests the Owners of which possess appurtenant rights to the beneficial use and enjoyment thereof, if any, if so provided in this Declaration or a Supplementary Declaration.

Section 2.8 Covered Property

"Covered Property" shall mean the real property that is encumbered by the Declaration consisting of (i) the Initial Covered Property, (ii) the Annexed Property, and (iii) any portion of any lot or parcel covered by a lot line adjustment that adjusts the boundary of a lot or parcel within real property adjacent to the Covered Property and a Separate Interest or Association Property that, by virtue of the recordation of such lot line adjustment and a conveyance document, is within the lot or parcel shown on said lot line adjustment that was quitclaimed or otherwise conveyed to an Owner or the Association.

Section 2.9 Declarant

"Declarant" shall mean STANDARD PACIFIC CORP., a Delaware corporation, its successors and assigns, by merger, consolidation or by purchase of all or substantially all of its assets; and any person or entity, his or its successors and assigns, to which the foregoing Declarant has assigned any or all of the rights and obligations of the Declarant by an assignment expressed in a recorded instrument including, without limitation, a deed, lease, option agreement, land sale contract or assignment as the case may be, transferring such interest if such assignee agrees in writing with Declarant to accept such assignment.

Section 2.10 Declaration

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions as it may be amended from time to time.

Section 2.11 Exclusive Use Area

"Exclusive Use Area" shall mean any portion of the Association Property, Separate Interests, or other real property, the exclusive use of which, subject to the rights of the Association and Declarant, has been granted by easement to a particular Owner or Owners and which, when conveyed, shall be appurtenant to the Separate Interest of such Owner or Owners. Exclusive Use Areas may include, without limitation, the following:

Exclusive Use Areas described herein and/or depicted on an Exclusive Use Area Exhibit attached hereto, or described in and/or depicted on a similar Exhibit attached to a Supplementary Declaration or described in and/or depicted on any conveyance document by which the easement was conveyed to an Owner. An Exclusive Use Area may be described as the area between physical boundaries either in existence or to be constructed by Declarant such as walls, fences, sidewalks, paved surfaces, floors or other structures, except that, in the event of any discrepancy between the configuration, dimensions and location of such Exclusive Use Area as shown on any such Exhibit and as physically constructed by Declarant, the "as-built" physical configuration, dimension, location and boundaries of any walls, fences, sidewalks, paved surfaces, floors or other structures as constructed by Declarant that mark the

boundaries of such Exclusive Use Area shall prevail. Any retaining wall or fence constructed by Declarant on the boundary line of the Exclusive Use Area shall be a Party Wall but any Exclusive Use Area that borders a building wall of a structure shall extend to the exterior decorated surface of such building wall and the building foundation, internal and external telephone wiring designed to serve a single Separate Interest, but located outside the boundaries of the Separate Interest, are Exclusive Use Areas allocated exclusively to that Separate Interest.

Section 2.12 Exclusive Use Association Property

"Exclusive Use Association Property " shall mean any portion of the Association Property that is designated by the Board from time to time for the exclusive use of the Association or any designees of the Association for purposes such as, and without limitation, office facilities, manager's living quarters, storage rooms or areas, control panels and private utilities that are consistent with the management and operation of the Covered Property, or that is not available for use and enjoyment of the Members because the Board has determined that such Association Property is not suitable for recreational or other uses by Owners because of its topography or geographical location.

Section 2.13 Improvements

"Improvement" shall mean all structures and appurtenances thereto of every type and kind, including but not limited to, buildings, outbuildings, walkways, sprinkler and sewer pipes or lines, garages, carports, gazebos, swimming pools and other recreational facilities, roads, driveways, parking areas, fences, screens, screening walls, retaining walls, awnings, patio and balcony covers, stairs, decks, landscaping, hedges, slopes, windbreaks, the exterior surfaces of any visible structure, trees and shrubs, poles, signs, solar or wind powered energy systems or equipment, and water softener or heater or air conditioning and heating fixtures and equipment; the demolition or destruction by voluntary action of any structure or appurtenance thereto of every type and kind; the grading, excavation, filling, or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern or change of stream bed; landscaping, planting, clearing, or removing of trees, shrubs, grass, or plants; any change or alteration of any Improvement including any change of material, exterior appearance, color or texture; and the processing and recordation of any lot line adjustment.

Section 2.14 Invitee

The term "Invitee" shall mean any person whose presence within the Project is approved by or is at the request of a particular Owner, including but not limited to, lessees, tenants and the family, guests, employees, licensees or invitees of owners, tenants or lessees. An "Invitee" is further defined as any invitee temporarily residing within a Separate Interest for a period of 24 hours in any given 72-hour time period.

Section 2.15 Lot

"Lot" shall mean a lot or parcel shown on the most recently filed Subdivision Map as such lot or parcel may be adjusted from time to time by any recorded lot line adjustment.

Section 2.16 Manager

The term "Manager" shall mean Premier Community Management, Inc., the personal entity appointed or hired to manage and operate the Project.

Section 2.17 Map

"Map" shall mean the most recently filed tract map or parcel map filed for record in the records of the County against the Covered Property, or any portion thereof, all of which are incorporated in the Declaration.

Section 2.18 Member

"Member" shall mean every person or entity who is an Owner including Declarant so long as Declarant continues to be an Owner.

Section 2.19 Net Usable Area

"Net Usable Area" shall mean the geographic area within the Covered Property for which an Owner is responsible which shall be comprised of the Separate Interest conveyed in fee to such Owner except the portion thereof, if any, that is the Side Yard Easement Area that is burdened with a Side Yard Easement that is appurtenant to, and for the benefit of, a contiguous Separate Interest, and the portion of a contiguous Separate Interest that is the Side Yard Easement Area that is burdened with the Side Yard Easement that is appurtenant to, and for the benefit of, the Separate Interest of such Owner.

Section 2.20 Owner

"Owner" shall mean one or more persons or entities that alone or collectively are the record owner of a fee simple title to a Separate Interest, including Declarant, excluding those having any such interest merely as security for the performance of an obligation. If a Separate Interest has been sold under a land sale contract in which the State of California is the vendor, then the vendee and not the record owner of the fee simple title shall be deemed to be the Owner of such Separate Interest.

Section 2.21 PCMI

"PCMI" shall mean Premier Community Management, Inc., the professional managing agent responsible for the day-to-day operations of the Association.

Section 2.22 Residence

"Residence" shall mean a dwelling intended for use and occupancy located on or within a Separate Interest thereto.

Section 2.23 Separate Interest

"Separate Interest" shall mean, as such term is defined in Section 1351(1) of the California Civil Code, the separately owned Lot, together with easements appurtenant thereto.

Section 2.24 Side Yard Easement Area

"Side Yard Easement Area" shall mean the portion of a Separate Interest designated and described as such on the Side Yard Easement Area Exhibit attached hereto, or are designated and described as such on a similar Side Yard Easement Area Exhibit attached to a Supplementary Declaration.

Section 2.25 Side Yard Easement

"Side Yard Easement" shall mean the easement more particularly described in the Section entitled "Side Yard Easement" of the Article entitled "Easements and Rights" of the Declaration over a Side Yard Easement Area within a Separate Interest which, when granted to the Owner of the Separate Interest that is contiguous to such Side Yard Easement Area, shall be appurtenant to, and for the benefit of, such contiguous Separate Interest and the Owner thereof.

Article 3

General Provisions

Section 3.1 Intent of the Guidelines

1. These guidelines are mainly concerned with the physical appearance of the Community environment.
2. The Architectural Review Committee’s areas of concern in the Architectural Guidelines include but are not limited to:
 - a. Room additions, patio covers, and gazebos that are generally considered "architectural improvements."
 - b. Planting, flatwork, pools, spas, walls and fences, that are generally considered "landscape" improvements.
3. All proposed "architectural" and "landscape" improvements are to be submitted to the ARC for review and approval. In order to be considered for review, all submittals must include a completed ARC Application.
4. No work, improvements or demolition is to be started prior to ARC or Board approval of the proposed plans.
5. The review and/or approval of any plans, improvements, concepts, construction, etc. by the Architectural Review Committee and/or the Board is done to check for conformance with the CC&R’s and the

Architectural Guidelines and does not review nor warrant the plans in regards to conformance with any applicable governing codes and ordinances nor structural stability or suitability.

Section 3.2 Architectural Guidelines

1. For as long as a majority of the members of the ARC have been appointed by Standard Pacific of Northern California (hereafter referred to as the "Declarant"), the ARC may, from time to time, adopt, amend, repeal and promulgate Architectural Guidelines.
2. When the right to appoint a majority of the members of the ARC has been transferred to the Board, the Architectural Guidelines shall then be adopted, amended and repealed from time to time by the Board.
3. The Architectural Guidelines, which will in either event be administered by the ARC, may include restrictions, limitations or requirements upon the Owners which among other things:
 - a. Establish time limitations for the completion of the Improvements for which approval is required pursuant to the ARC.
 - b. Require conformity of completed Improvements to plans and specifications approved by the ARC.
 - c. Restrict or regulate the placement, kind, shape, color, height, materials, species and location of any improvement.
4. Described Improvements, which if completed in conformity with the Architectural Guidelines, do not require the approval of the ARC:
 - a. Require the prepayment of a deposit to be applied toward the payment of any; Reimbursement Assessment levied by the Board if such Owner fails to restore any portion of the Covered Property to a clean and attractive condition.
 - b. Therefore assess a reasonable fee as appropriate for the type and nature of the Improvement, to cover the cost of inspections that may be necessary to insure compliance and in connection with the review of plans and specifications for proposed Improvements.
 - c. Including without limitation, a procedure for approval of preliminary plans and drawings, as well as final approval, the number of sets of plans to be submitted, and may require such detail as it deems proper.
 - d. Including without limitation, floor plans, site plans, elevation drawings, and descriptions or samples of exterior material and colors.
5. The Architectural Guidelines are intended to work in concert with the Daly City (hereafter referred to as the "City") governing codes, regulations and ordinances and whichever is the more restrictive should be followed and implemented.

Section 3.3 Appointment of Architectural Committee

1. The ARC shall consist of not fewer than three (3) nor more than five (5) persons as fixed from time to time by resolution of the Board.
2. Declarant shall initially appoint the ARC until the first anniversary of the issuance of the original Final Subdivision Public Report for the First Phase.
3. Declarant shall retain the right to appoint, augment or replace a majority of the members of the ARC.
 - a. Until ninety percent (90%) of the Separate Interests within the Development have been sold in transactions that require the delivery of a Final Subdivision Public Report.
 - b. Or until the fifth (5th) anniversary date of the original issuance of the Final Subdivision Public Report for the First Phase, whichever of (i) or (ii) first occurs.

4. Thereafter the Board shall have the power to appoint all of the members of the ARC. As long as the Declarant has the right to appoint some but not all of the members of the ARC.
5. The Board shall have the right but not the obligation to fill the remaining vacancies of the ARC. Persons appointed by the Board to the ARC must be Members; however, persons appointed by the Declarant to the ARC need not be Members, in the Declarant's sole discretion.

Section 3.4 Functions of the Architectural Review Committee (ARC)

1. No Improvements shall be made upon the Covered Property except in compliance with plans and specifications, which have been submitted to and approved by the ARC, except as may otherwise be provided in the Architectural Guidelines or in any Supplementary Declaration.
2. It shall be the duty of the ARC to consider and act upon proposals or plans submitted pursuant to the terms of this Declaration or the Architectural Guidelines, and to perform such other duties delegated to it by the Board.
3. The ARC may delegate its plan review responsibilities to one or more members of the ARC. Upon such delegation, the approval or disapproval of plans and specifications by such persons shall be equivalent to approval or disapproval by the entire ARC.
4. The ARC;
 - a. May determine that an Improvement cannot be approved because of its effect on existing drainage, utility or other easements.
 - b. May require submission of additional plans and specifications or other information or materials prior to approving or disapproving plans and specifications submitted.
 - c. May condition its approval of plans and specifications for any Improvement on such changes therein, as it deems appropriate such as, and without limitation, the approval of such Improvement by a holder of an easement, which may be impaired thereby or upon approval of any such Improvement by the Appropriate Public Agency.

Section 3.5 Approval Process

1. An Owner who intends to make any Improvements within his Separate Interest shall submit plans and specifications to the ARC to determine whether the modifications comply with this Article and the Architectural Guidelines.
2. The ARC shall review plans and specifications submitted for its approval as to style, exterior design, appearance and location and shall approve such plans and specifications only if:
 - a. The proposed Improvement is deemed to not be detrimental to the appearance of Development as a whole; the Improvement complies with the Architectural Guidelines.
 - b. The appearance of any Improvements will be in harmony with the surrounding structures.
 - c. The construction of any Improvement will not detract from the beauty and attractiveness of the Development or the enjoyment thereof by the Owners.
 - d. The upkeep and maintenance of any Improvement will not become a burden on the Association.
3. Any ARC approval conditioned upon the approval by a Public Agency or an easement holder shall not imply the Association is enforcing any government codes or regulations or provisions of any easement agreement, nor shall the failure to make such conditional approval imply that any such Public Agency or easement holder approval is not required.

Section 3.6 Approval

1. The ARC may condition its approval of plans and specifications with any changes it deems appropriate and has the right to require the submission of additional plans and specifications or other information or materials prior to approving or disapproving plans and specifications.
2. In the event the ARC fails to approve or disapprove plans and specifications within thirty- (30) calendar days after receipt by the ARC of all materials requested, such plans and specifications shall be deemed approved. This thirty- (30) calendar day period shall begin when the ARC deems the submitted package complete.

Section 3.7 Non-liability for Approval

1. Plans and Specifications are not approved for:
 - a. Engineering design.
 - b. Compliance with zoning and building ordinances, and other applicable statutes.
 - c. Ordinances or governmental rules or regulations.
 - d. Compliance with the requirements of any public utility.
 - e. Compliance with any easements or other agreements.
 - f. Preservation of any view.
2. By approving such Plans and Specifications neither the ARC, the members thereof, the Association, the Owners, the Board nor Declarant, nor agents, employees, attorneys or consultants of any of the foregoing, assume liability or responsibility therefore, or for any defect in any Improvement constructed from such plans and specifications or for any obstruction or impairment of view caused or created as the result of any Improvement approved by the ARC.

Section 3.8 Appeal

1. If the ARC disapproves anyone's plans and/or specifications, the person that submitted the plans and/or specifications may appeal in writing to the Board of the Community.
2. The Board must receive the written appeal no more than fifteen (15) calendar days following the decision of the ARC.

Section 3.9 Inspection

1. The ARC and/or its designated representative(s) has the right but not the obligation to make an "On-site" Inspection at the ARC's discretion of the completed improvements once the owner has notified the ARC that the improvements have been completed.
2. The notification to the ARC is to be made within forty-five (45) days of the completion of the approved improvements. Failure to obtain the Inspection approval may constitute a violation of the CC&Rs and may require disciplinary action under the governing documents.

Section 3.10 City/County Approval

1. Please be aware that approval of the ARC is for aesthetic purposes only and that all necessary City building permits must be obtained and that all City, County, State and Federal regulations must be adhered to at all times.
2. After the ARC has approved the plans for aesthetic purposes, the local regulatory agencies must be contacted, and processed if required, to ensure that the plans are in compliance with all building, zoning, health and other applicable regulations currently in force.

Section 3.11 Exemption of Declarant

1. As provided elsewhere in the Association Management Documents, the Declarant is not subject to the provisions of the Association Management Documents pertaining to architectural control.
2. Any Improvements constructed by the Declarant shall automatically be in compliance with the Association Management Documents and shall not be subject to further architectural control until and unless there has been a change or alteration made by a successor in title to Declarant of any Separate Interest in the material, texture, color or appearance of any such Improvement upon the Net Usable Area of such Separate Interest.
3. Normal maintenance, repair, replacement, restoration or reconstruction by any successor in title to the Declarant in the event of a destruction, in substantial conformance with the Improvements constructed by the Declarant, shall not be deemed to be an Improvement that requires approval pursuant to the provisions of the Guidelines.

Article 4

GENERAL SUBMISSION PROCEDURES & REQUIREMENTS

Section 4.1 City and County Permit Requirements

1. The approval of any "Improvement" by the ARC does not waive the necessity of obtaining the required City and/or County permits. Obtaining a City or County permit does not waive the need for ARC approval.

Section 4.2 Application Submittal

1. All applications are to be made to the Premier Community Management, Inc., P.O. Box 4291, Stockton, CA 95204.
2. All requests for ARC approval must be made on the standard Summit Ridge at Saddle Mountain Homeowners Association ARC Application forms – Exhibit E, attached to these guidelines.
3. Applications submitted to ARC members will not be accepted and will be returned to the Applicant for resubmission to the Premier Community Management if all of the requirements of the Architectural Guidelines have not been compiled with, plans and specifications for any Improvements shall be deemed not submitted.

Section 4.3 Required Copies

1. Each application must include two (2) complete sets of plans, showing all of the items requested within these Guidelines and that apply to the appropriate housing type.

Section 4.4 Construction Drawings

1. Plans must be prepared in accordance with all applicable building codes and ordinances and with clarity and completeness.
2. It is requested that any work involving major improvements or requiring variances, be submitted at the preliminary drawing stage for review by both the ARC and the City.

Section 4.5 Right of Entry

1. If work related to the approved improvements requires the use of common areas for purposes of transporting labor and materials, or for the temporary storage of materials for the work, such requests shall be stated on the plan with the submittal.

2. The applicant shall obtain written permission from the Association Board for the "Right of Entry" prior to such use during the course of construction. A copy of this letter granting permission shall be filed with the ARC prior to the commencement of construction.

Section 4.6 Review and Appeal Fees

1. No fee is required for review and processing of any proposed satellite dish installation.
2. There is a one hundred twenty five dollar (\$125.00) fee required for the architectural plan review. The review fee is required with the submission of the architectural application with the following exception:
 - a. During the development of the project, the required one hundred twenty five dollar (\$125.00) fee is collected through the close of escrow on the initial sale of a lot from the buyer. Provisions of the governing documents of the Association require each Owner to install, plant and complete permanent landscaping and other desired Improvements within the enclosed backyard and side yard portions of his Lot within six (6) months after the close of escrow for the sale of the Lot. The fee collected through the close of escrow is collected to pay for the application required within the six (6) months after the close of escrow for the sale of the Lot. Should an Owner fail to seek approval of said required application within six (6) months after the close of escrow, the fee collected through the close of escrow is non-applicable and the Owner will be subject to a charge of one hundred twenty five dollar (\$125.00) for any application submitted thereafter.
3. Any application without the required fee will not be considered complete and will be returned to the applicant. The ARC can require an additional fee for major architectural or landscape improvements in excess of the initial one hundred twenty five dollar (\$125.00) amount. The major improvement review fees will be set by the Board to assist in the review process.
4. There is a minimum of a one hundred dollar (\$100.00) fee for all Appeals.
5. The Board may assess a fee to cover any and all associated costs with the plan review and/or appeal that are in addition to the initial fee amount. The ARC and/or Board of Directors may amend all review and appeal fees from time to time as the cost of professional consultants change.

Section 4.7 Incomplete Submittals

1. To avoid unnecessary delays and expenses, the Management Company is unable to accept incomplete submittals for consideration.
2. Incomplete submittals shall be returned to the applicant along with a letter outlining the area of deficiency.
3. Should the Management Company and/or ARC accept an incomplete submittal either by exception or error, the "acceptance" does not deem the submittal complete.
4. The ARC may proceed with the review and deny formal approval until a complete package is submitted.

Section 4.8 Non-Liability

1. Plans and Specifications are not approved for:
 - a. Engineering design.
 - b. Compliance with zoning and building ordinances, and other applicable statutes, ordinances or government rules or regulations.
 - c. Compliance with the requirements of any public utility.
 - d. Any easement or other agreement, or preservation of any view.
2. By approving or not approving such plans and specifications neither the ARC, the members thereof, the Association, the Owners, the Board, nor Builder assume liability or responsibility therefore, or for any

defect in any Improvement constructed from such plans and specifications or for any obstruction or impairment of view caused or created as the result of any Improvements approved by the ARC.

Section 4.9 Disposition

1. Upon approval, disapproval, or in the event the ARC requests clarification or additional information, all submissions shall be distributed as follows:
 - a. One approved plan shall be placed in the Association files.
 - b. One approved plan shall be returned to the owner who is required to maintain the same at the work site during the course of construction until such time as the Notice of Completion has been approved by the ARC or its designated representative.
2. Disapproved plans or those requiring clarification or additional information shall be returned to the Owner. Said plans shall be included in subsequent submittals.

Section 4.10 Performance Dates

1. The time limitations for the submittal of plans and specifications, request for appeal, response by the Board and inspections and the effect of noncompliance within such time limitations shall be as set forth below.

EVENT	TIME LIMITATION	EFFECT OF NONCOMPLIANCE
Approval of Plans and Specification	Thirty -(30) days from date plans and specifications are duly submitted in accordance with rules regarding submission adopted by the ARC.	In the event the ARC fails to approve or disapprove plans and specifications within such thirty- (30) day period, such plans and specifications will be deemed approved.
Request for Appeal	Fifteen (15) days following delivery of the final decision of the ARC.	Any appeal to the Board of a Decision rendered by the ARC must be received by the Board within such fifteen (15) day period.
Decision of Board	Forty-five (45) days following receipt of a request for appeal.	Failure of the Board to render its decision in connection with the written appeal of a final decision of the ARC within such forty-five (45) day period shall render such decision to be in favor to the appellant.
Inspection of Completed Improvement	Forty-five (45) days from the date of delivery of written notification by the owner of completion of Improvement.	If an inspection of such Improvement has not been made for any reason within such forty-five (45) day period, the completed in substantial conformance with the approved plans and specifications.
Notification of Noncompliance	Thirty (30) days after inspection of Improvement	If an Owner requesting the inspection has not been notified of any noncompliance within said thirty- (30) day period, the Improvement shall deemed to be with the approved plans and specifications.

Section 4.11 Evidence of Approval

1. If the Improvements upon a Separate Interest comply with the provisions of the Architectural Guidelines and other Association Management Documents, the ARC shall, upon request, issue a statement (hereinafter a "Compliance Statement"), which will evidence such compliance.
2. If any of the Improvements upon such Separate Interest do not comply with the provisions of the Architectural Guidelines and other Association Management Documents, the ARC shall, upon request, issue a statement (hereinafter a "Noncompliance Statement") delineating the corrective action that is

required to bring such Improvements into compliance with the Architectural Guidelines or other Association Management Documents.

3. The Compliance Statement or Noncompliance Statement, as applicable, must be provided within the time limitations set forth in the Section entitled "Performance Dates" of this Article.
4. In the event the ARC has issued a Noncompliance Statement as to any such Separate Interest, the ARC shall provide a Compliance Statement, upon request, after the corrective work has been satisfactorily completed which shall then evidence that the Improvements upon such Separate Interest comply with the provisions of the Architectural Guidelines and other Association Management Documents.
5. The Association shall be entitled to collect a fee to cover the cost of inspections and other costs in connection with the issuance of any Compliance Statements and Noncompliance Statements in accordance with the provisions of the CC&R's.

Section 4.12 Appeals

1. In the event plans and specifications submitted to the ARC are disapproved thereby, the party or parties making such a submission may appeal in writing to the Board.
2. The appellant should check with the Management Company for appeal forms.
3. The Board must receive the written request not more than fifteen (15) calendar days following the final decision of the ARC.
4. The Board shall submit such request to the ARC for review, whose recommendation and supporting materials will be submitted to the Board. Within forty-five- (45) calendar days following receipt of the request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within the forty-five- (45) day period shall be deemed a decision in favor of the appellant. There is a minimum of a one hundred dollar (\$100.00) fee for all Appeals.
5. The Board may assess a fee to cover any and all associated costs with the plan review and/or appeal that are in addition to the initial fee amount.

Section 4.13 Nonconformity

1. In the event an Improvement was commenced without the required approval of the ARC, or, if such Improvement was not completed within the time limitation established for such Improvement in the Architectural Guidelines or in substantial conformance with the approved plans and specifications, the Board shall have the right and power to correct the violation or take other appropriate action in accordance with the procedure described in the CC&R's entitled "Discipline of Members".

Section 4.14 Enforcement

1. Failure to obtain the necessary approval from the Association will constitute a violation of the CC&Rs and may require modifications or removal of work at the expense of the Owner.

Section 4.15 Violations

1. All residents have the right and responsibility to bring to the attention of the ARC any violations of the provisions or guidelines. Such comments, observations or complaints must be presented in writing with a homeowner's signature. Anonymous letters or verbal comments in person or over the phone will not be deemed properly submitted and are not acceptable to be acted upon.

Section 4.16 Variances

1. The ARC, for as long as a majority of the members of the ARC have been appointed by the Declarant, and thereafter the Board, may authorize a variance from compliance with the architectural controls set forth in this Article when circumstances such as topography, natural obstructions, hardship, aesthetic, or

environmental consideration may require; provided, however, that no variance from the use restrictions contained in the CC&R's entitled "Use Restrictions" may be granted.

2. Written evidence of such a variance must be delivered to such Owner and a copy of the resolution of the Board authorizing such variance must be retained in the permanent records of the Association. If such variances are granted, no violation of the CC&R's contained in the Association Management Documents shall be deemed to have occurred with respect to the matter for which the variance was granted.
3. The granting of such a variance shall not operate to waive any of the terms or provisions of the Association Management Documents for any purpose except as to the particular Separate Interest and particular provision of this Article covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all government laws and regulations affecting his use of his Separate Interest including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by any governmental or municipal authority.

Section 4.17 Amendments

1. These guidelines along with the provisions set forth in the CC&Rs form the basis and criteria for evaluation of plans and specifications submitted for review and approval by the ARC.
2. Any condition or material not defined in the Association's Governing Documents shall become a matter of discretionary judgment on the part of the ARC acting in good faith on behalf of the best interests of the Association as a whole.
3. The Architectural Review Committee and Board of Directors may at their discretion from time to time amend the Architectural Guidelines.

Article 5

GENERAL CONDITIONS OF APPROVAL

Section 5.1 General Statement of Responsibility

1. It shall be the responsibility of the owner of the residence on which an approval was granted to insure that the conditions in this section are enforced upon all persons or firms used, engaged or employed in carrying out any operation or trade in conjunction with said improvement.

Section 5.2 Signs

1. No tradesmen's, contractors, and installers' signs of any type may be displayed on any residence or lot.

Section 5.3 Hours of Operations

1. All operations shall be carried on between the following hours, which are the current acceptable hours of operation for the City:
 - a. Monday through Friday Between 8:00 a.m. and 5:00 p.m.
 - b. Saturday No Work Permitted
 - c. Sundays and Holidays No Work permitted.
2. The hours of operation are governed by the City and may be changed from time to time by the City.

Section 5.4 Temporary Structure

1. No structure of a temporary nature will be permitted to remain on any lot without the written approval of the Board.

Section 5.5 Construction Materials

1. All construction materials must be stored within an owner's lot except within side yard easement areas. Any construction materials that are delivered and deposited on the streets or on any other common area must be relocated to the owner's lot at the end of each calendar day unless otherwise authorized in writing by the City, the ARC or the Board.
2. The owner who is making the improvements shall be responsible for removing all debris and maintaining all common areas, including the streets and walkways, in a clean and attractive condition.
3. The Board has the right to levy Penalty Assessment against the owner who is making the improvements to recover the cost of cleaning or restoring any common area to the condition that existed prior to the commencement of such improvements.

Section 5.6 Maintenance of Improvements

1. The repair and maintenance of any work or improvement will be the responsibility of the installing owners or subsequent owner.

Section 5.7 Conditions Not Covered

1. Any condition not covered or material not contained within these Guidelines shall become a matter of judgment on the part of the ARC.

Section 5.8 Construction Equipment

1. The owner who is making improvements shall be responsible for insuring that construction equipment such as trucks, concrete mixers, trailers, trash bins, and compressors shall not be parked or placed on the streets for a period greater than seventy-two (72) hours or as regulated by the City.
2. Additionally, all construction equipment is strictly prohibited from all other common areas.
3. The Board has the right to levy against an owner who is making such improvements a Penalty Assessment as a disciplinary measure for a violation of the foregoing regulation and Special and/or Special Assessments for reimbursement of any costs incurred by the Association in the repair of damage for which such owner, or such owners agents or contractors was allegedly responsible.

Section 5.9 Drainage

1. Do not interfere with the rain gutters, downspouts, or other drainage systems (whether surface or subterranean) originally installed by the Builder, or any other interference with the established drainage pattern over any lot or common areas, unless an adequate provision, previously approved in writing by the ARC, is made for proper drainage.
2. Do not change the grade at the base of existing fences and/or walls and do not retain or raise the grade against them as they are not designed to accommodate this structural load.
3. All paved and planting areas are to drain at a minimum of 1 % or one foot of fall in 100 feet of run or 1/8" of fall in one foot of run. It is preferred that plant beds drain at a minimum of 2% or two feet of fall in 100 feet of run or 1/4" of fall in one foot of run.
4. All drain pipes must have a slope of a minimum of 1/2% or six inches of fall in 100 feet of run or 1/16" of fall in one foot of run with a slope of 1% preferred.
5. All grades in plant beds must be held a minimum of six (6) inches below the adjacent finish floor or a minimum of four (4) inches below the stucco screed line, whichever is greater. All grades in plant beds must be held a minimum of six (6) inches below the top of adjacent planter or retaining walls. All finish surfaces of paving are to be held below the adjacent metal stucco house screed. All plant beds and paving areas are to slope away from the house. Utilize domed grates on catch basins in plant bed or bark or ground cover areas.

6. Each lot has a private storm drainage easement to be maintained by the individual lot owners. Maintenance of any structures within the easement is to include keeping ground surface inlets free and clear of debris and keeping the pipeline free and clear of materials that may block the line, including but not limited to plant debris or fluid construction materials such as concrete or grout.
7. Individual homeowners are responsible for repairs of any storm lines the homeowner causes to become obstructed. Homeowners are also responsible for repair as necessary of any storm lines within homeowner's property which become plugged either by the actions of others, in which case homeowner may have cause to seek reimbursement for costs, or by acts of nature.
8. Homeowners are responsible for willful or accidental disposal of toxic and/or nontoxic materials into the private storm drain system. All private storm drainage systems, whether downspouts or catch basins, drain into public storm drainage systems and eventually to the bay. Pairs of homeowners also share sideline drainage systems, which collect downspouts and yard drainage between houses. Any plan, which considers installation of improvements within the storm drainage easement areas, is done so at the homeowner's risk of removal and/or replacement at homeowner's cost as necessary for maintenance.

Section 5.10 Construction by Builder

1. Pursuant to the CC&R's nothing in these Guidelines shall limit the right of the Builder to alter the Nonexclusive Common Areas or the Residences still owned by the Builder or to construct such additional improvements as the Builder deems advisable prior to the completion of improvements upon and sale of the entire Development. The CC&R's exempt the Builder from compliance with the architectural control provisions of the Association Management Documents and therefore no approvals shall be required from the ARC for any construction by the Builder.

Article 6

SUBMITTAL REQUIREMENTS

In addition to the general submission procedures described in Article 4 of these Architectural Guidelines, Owners within the Development, other than Builder, shall comply with the following submission guidelines.

Section 6.1 Minimum Submittal Requirements For All Improvements

1. Each type of drawing submitted must include the minimum amount of information listed below:
 - a. Plot Plan:
 - i. Plot plan and specifications are to be drawn and presented in a clear and legible fashion in a scale not less than 1/8" = 1'-0" (1/8" scale) preferably drawn on a 24" x 36" sheet. Drawing is to be submitted at this scale and not drawn at this scale and then reduced during the reproduction process in order to fit it onto a smaller size sheet of paper.
 - ii. Show all lot lines accurately as to length, angles and amount of curve. Show and label all existing and proposed buildings, structures, fences, walls, sidewalks, driveways, drive approaches and other improvements. Indicate all required setbacks, easements and top and toe of slopes.
 - iii. 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.
 - b. Landscape Plan:
 - i. Utilize the "Plot Plan" noted above and include proposed walkways, walls, pilasters, fire pits, barbecues, decks, fences and walls, stairs, trellises, arbors, gazebos, spas, ponds, fountains, ornamental rocks, barbecues, courts, play equipment, apparatus and yard lighting and other hardscape elements.

- ii. Planting plans shall utilize the "Plot Plan" noted above along with all hardscape elements noted above and shall indicate the location of each shrub, tree, and vine along with its botanical and common names and the size of container from which it is to be planted.
 - iii. Proposed fences and wall drawings shall note materials, colors and heights. Heights shall be noted in relation to the immediate ground elevations.
 - iv. Pool, spa and all other mechanical equipment plans shall include the location, size and visual and sound mitigation treatment of all mechanical equipment.
- c. Exterior Elevations:
- i. Provide exterior elevations at a minimum scale of $\frac{1}{4}'' = 1'-0''$ of all proposed structures including trellises, gazebos, and shade structures. When the proposed improvement is attached to the existing home, show the existing elevation in relation to the proposed improvement.
 - ii. Note all member sizes, materials, finish, colors and textures of proposed work. Note if proposed finishes and materials are to match existing finishes and materials. Trellises and gazebos are to be painted to match the homes existing trim, fascia, or white.
 - iii. If the proposed finish materials or colors are different than those noted above or of the existing structure, a color and material board must be included clearly depicting the materials and/or colors that are to differ.
- d. Floor Plans:
- i. Indicate all walls, columns, openings and any condition or feature that will affect the exterior design of the structure.
 - ii. Show dimensions and labels for all proposed work and related existing work; and indicate their relationships.
 - iii. Delineate all parts of the exterior that cannot be shown on the elevation drawings.
 - iv. Identify square footage of proposed work and existing work.
- e. Roof Plan:
- i. Show all existing and proposed roof surfaces. Note pitches and overhangs.
 - ii. Call out existing and proposed roof materials and colors.
- f. Mechanical and Solar Energy Plans:
- i. Include all mechanical devices exposed to the exterior and all solar collectors, racks, storage facilities, piping and distribution components.

Article 7

SITE DEVELOPMENT GUIDELINES

The following site development guidelines shall apply to all improvements, except such work undertaken by the Builder:

Section 7.1 Workmanship

1. All lot improvements shall be performed in a manner consistent with the guidelines or existing walls, fences, gates or drainage devices. Any work deemed by the ARC as not meeting the guidelines shall be reworked to meet those guidelines or removed and the lot improvements restored to its original condition.

Any damage or destruction to common area caused by such improvements shall be repaired or replaced by the property owner to the condition that existed prior to commencement of the work by the owner or his/her contractor. In the event the owner refuses to rework, remove and/or restore as called for above, the ARC shall request the Board of Directors to cause such rework, removal and/or restoration and the cost thereof shall be assessed to the owner as provided in the By-laws of the Community.

Article 8

General Development Guidelines

Section 8.1 Heights

1. Dwellings: Heights of improvements other than landscaping shall be restricted to the maximum height of the existing structure and must be compatible with the intent of the existing structure with respect to massing and enclosure.
2. Other Structures: Maximum height of the occupiable area of all other structures including patio structures, trellises and gazebos shall be limited to ten (10) feet in height for flat roofs and up to twelve (12) feet for peaked or sloping roofs. All portions of proposed structures that are decorative and unoccupiable and exceed the ten (10) feet limit for flat roof areas and twelve (12) feet for sloping or peaked roof structures are subject to review and may not be permitted.

Section 8.2 Setbacks

1. Minimum setback guidelines for the community are established in conformance with the applicable City building and zoning codes.
2. These guidelines affect all improvements including without limitation, buildings, out-buildings, garages, carports, pools, recreation facilities, parking areas, awnings, patio covers, balconies, stairs and decks.
3. In the case of irregular shaped lots or flat lots, the ARC may establish front, side and rear yard setbacks, consistent with the approved minimum guidelines, to allow alternative siting of improvements.
4. Freestanding structures shall occupy the lesser of a maximum of 50% of flat rear yard area or 200 square feet.
5. The rear yard area shall be measured from the back of the house to the rear and side tops or toes of slopes. All freestanding and attached structures, regardless of size, require approval from the ARC.

Section 8.3 Chimneys

1. No chimney may extend higher than the maximum height as required by the Building Code of the City. Freestanding fireplaces placed out in the yard area are not to exceed 7 feet (7') in height.

Section 8.4 Fences and Walls

1. Fences, walls, and gates shall not be installed, removed, reconstructed, or modified as to structure, finish or color without the prior written consent of the ARC.
2. Double walls constructed side by side shall not be permitted except in the form of "flash" or "cheek" walls utilized to retain grade against existing fences or walls.
3. Fences, walls and gates shall not exceed six (6) feet in height or the adjacent property line wall or fence, which ever limits the height to a lower elevation. Retaining walls are subject to the approval of the ARC. Such approval shall be as to the aesthetic appearance of the wall but shall not be deemed to warrant or approve in any manner the engineering or structural design of the wall.

4. Structural framing and/or unfinished sides of fences or walls shall not be exposed to any public right of way, common area, or other lot. All walls, fences and gates must properly screen any element as required in these guidelines. Exposed wood fences with the exception of lattice screens or trellises, as viewed from a public place, are prohibited.

Section 8.5 Side yard Fences

1. The ARC will not consider approval of requests to modify side yard fences unless the owner first obtains the written approval of the adjoining neighbor and agrees to construct the fence so that it matches the existing fence in terms of material, color and height.

Section 8.6 Side yard Stairs

1. The ARC will not consider requests for approval to install side yard stairs and walks unless the owner first obtains the approval of the adjoining neighbor.
2. Due to the narrowness of most side yards and code requirements for minimum stairway width, such side yard stairways will of necessity partially encroach onto the adjoining neighbor's property, in which case the neighbor must give written permission for the stairway and an acknowledgement of shared liability.
3. Any auxiliary walks to such stairways must match the adjacent front yard flatwork closest to the side yard where the stair is built. The stairway design itself should be integrated as much as possible into the design of the adjacent house or fence.
4. The owner must also agree to consult with a professional soils and structural engineer as to the design of the stairs and to obtain all required reviews, approvals, permits and inspections from the City.
5. No approval is given or implied to change, remove, move or modify any and all existing fences, walls, pilasters, gates and other such items that are maintained by the Association even if indicated on the approved plan.

Section 8.7 Planter Walls

1. Building materials used to construct decorative planters should blend in and compliment the style of the home and existing walls or fences.
2. These materials are subject to the ARC's approval.
3. All planter walls shall also have an approved drainage system located near the wall footing.

Section 8.8 Antennas & Satellite Dish Installation

1. No person may install on the exterior of any residence or in a yard any antenna or over-the-air-receiving device except for an "Authorized Antenna."
2. An Authorized Antenna is:
 - a. An antenna designed to receive direct broadcast satellite service, including direct-to-home satellite service, that is one (1) meter or less in diameter, or
 - b. An antenna designed to receive video programming service, including multi-channel multipoint distribution service, instructional television fixed service, and local multipoint distribution service, and is one (1) meter or less in diameter or diagonal measurement,
 - c. An antenna designed to receive television broadcast signals, or
 - d. An antenna used to receive and transmit fixed wireless signals.
3. An Authorized Antenna may be mounted on a mast to reach the height needed to receive an acceptable quality signal, subject to local governmental agency permitting requirements for safety purposes.

4. The following restrictions on installation pertain to an Authorized Antenna:
 - a. Preferred Locations. The Committee has determined that each Authorized Antenna be placed in a relatively inconspicuous location on the residence or other location in the rear yard so that an acceptable quality signal can be received. Owners should avoid installing the device on the front plane and immediate front corners of the house and any outermost plane of the house facing a public right-of-way if possible. The device should be either not readily visible from neighboring property or partially screened from view from streets or any neighboring lot or actively used common area
 - b. Screening. It is recommended that the device be placed high on a recessed feature on the house so that portions of the structure may act as screening. Vegetation may also be used as screening. The Committee will consider other screening material on a case-by-case basis.
 - c. Complimentary-Color Painting. Subject to manufacturers' recommendations, masts, cables, conduits and any additional screening are to be painted to blend with the surrounding color of the house.
5. Any request for a non-complying location shall be accompanied by an explanation from the installer printed on their company letterhead.
6. It is understood that some installers will attempt to persuade an owner to install these devices in a location that is the easiest for them to manage, however such a location may not result in the most aesthetically pleasing location for your property and neighboring views. Therefore, we ask that each owner take special care in directing the installer in the placement of these devices. The Committee has the power to review and approve or disapprove installation locations, screening and camouflage. If the installation, screening or camouflages are disapproved, the Committee may require the Owner to modify the installation or location consistent with reasonable restrictions in the Rules and Regulations, Project Documents and applicable law.
7. The following pertains to prohibitions on installations:
 - a. The Committee has the power to prohibit or restrict the installation of any antenna or device that does not meet the definition of an Authorized Antenna.
 - b. The Committee may prohibit the installation of an Authorized Antenna in a particular location if; the installation, location or maintenance of such device unreasonably affects the safety of the owners or any other person, or for any other safety-related reason established by the Committee.
 - c. The Committee may prohibit the installation of any antenna or device on any real property not owned or exclusively controlled by an Owner.

Section 8.09 Window Coverings

1. Only curtains, drapes, shutter or blinds are to be installed as window covers.
2. All permitted window coverings shall be installed within ninety- (90) days after close of escrow for the Separate Interest.
3. No portion of any drape, blind, or curtain installed on the interior of any residence, which may be seen from outside a residence, shall be of a color, texture or material which, in the reasonable opinion of the Board of Directors or Architectural Committee, is inharmonious with the exterior appearance of all residences.
4. No window shall be covered with aluminum foil, reflective film, newspapers, sheets or other material not designed for use as a window cover.
5. All permitted window coverings must be well maintained and replaced upon exhaustion of its useful life.

Section 8.10 Garage Doors

1. Garage doors shall be compatible with the design, color and style of the house.

2. The door shall be simple in design and color with no ornate decoration.
3. Decorative glass panels in the upper sections of the door are prohibited.

Section 8.11 Screen Doors

1. The installation of any screen door, which may be visible from the public view, is prohibited.

Section 8.12 Lighting

1. Exterior lighting is to be indirect and shielded from adjacent properties.
2. All lights must be compatible with house design and should be simple in design & color.
3. Exposed wires or cables are prohibited.
4. No exterior lighting shall be placed or maintained upon any lot so as to cause an unreasonable glare or illumination upon any other private or common lot. "High pressure sodium", "metal halide" or other high intensity lamp sources are considered appropriate.

Section 8.13 Clothes Drying Facilities

1. No outside clothesline or other outside clothes drying or airing facilities are permitted on any portion of a Lot.

Section 8.14 Patio Structures, Sun Shades and Gazebos

1. All patio structures, sunshades and gazebos shall be constructed according to the governing standards, regulations and ordinances of the City. Patio covers must be constructed with wood and may have wood, brick, or stucco support columns that are compatible with the existing dwelling unit materials. Patio covers and patio cover columns of stucco or wood shall be painted to match the color of the house or the house trim or white. Patio structure posts shall be a minimum of 4x4's with 1x plant-on four (4) sides or 4x4's with 2x plant-on opposite sides or 6x6's or larger:
 - a. No metal or aluminum patio covers are permitted.
 - b. Side elevations of shade structures shall not be enclosed in any manner, except in the case where a wall of a dwelling forms a natural enclosure to some or all portions of a side elevation. Trellis posts shall be located a minimum of 5 feet from all side and rear property lines or in accordance with the City ordinances, whichever is the more restrictive. Maximum height of the patio structures, trellises and gazebos shall be limited to ten (10) feet in height for flat roofs and up to twelve (12) feet for peaked or sloping roofs.
 - c. All portions of proposed structures that are decorative and unoccupiable and exceed the ten (10) feet limit for flat roof areas and twelve (12) feet for sloping or peaked roof structures are subject to review and may not be permitted. Design, color, finish and detailing are to be consistent with the existing house. Color is to match the existing home's trim, fascia or white.

Section 8.15 Sundecks

1. No sundecks are permitted on or over any portion of a second story roof (e.g., crow's nests etc.).
2. Floor heights for decks are limited to those of the existing second floor living levels.
3. All sun decks shall be directly accessible from living unit levels. A sundeck is further defined as a balcony, open porch, etc., which is attached to the house at second floor level height.
4. The railing is to be appropriate to the home's architectural style - no horizontal pipe rails are allowed.

Section 8.16 Exterior Stairs

1. Exterior stairs other than side yard access stairs to the rear yards may be allowed.
2. Detached exterior stairs within the rear yard should be suitable for accessing the slopes.
3. Exterior stairs attached to the structure should be presented in conceptual plan to the ARC before final plans are drawn.
4. Any such attached exterior stairs (such as accessing the interior space of the house) should have the minimum landing space, so that such stairs do not become a viewing platform that invades the privacy of the adjacent lots.
5. Neighboring property owners must be made aware of any plans for exterior stairs or decks which extend above the fence line and be allowed to give statements in review of such plans.

Section 8.17 Solar Heating System Design Installation Standards

1. As provided in Section 714 of the California Civil Code, reasonable restrictions on the installation of solar energy systems that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or which allow for an alternative system of comparable cost, efficiency, and energy conservation benefits are imposed as follows:
 - a. Solar collectors shall meet applicable standards and requirements imposed by state and local permitting authorities. Specifically, the Solar Rating Certification Corporation (“SRCC”) or other nationally recognized certification agencies shall certify solar energy systems. SRCC is a nonprofit third party supported by the United States Department of Energy. The certification shall be for the entire solar energy system and installation.
2. For the purposes of this section the following definitions pertain:
 - a. "Significantly" shall mean an amount exceeding twenty percent (20%) of the cost of the system or decreasing the efficiency of the solar energy system by an amount exceeding twenty percent (20%) as originally specified and proposed.
 - b. "Solar energy system" shall mean, as defined in Section 801.5 of the California Civil Code, either of the following:
 - i. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating or cooling, or for water heating; or
 - ii. Any structural design feature of a building, whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating or cooling, or for water heating.
3. An application for approval of the installation or use of a solar energy system is required and shall be processed by the Architectural Committee, in the same manner as an application for approval of an architectural modification to the property and the issuance of a decision on the application shall not be willfully delayed.
4. Until and unless said Section 714 is amended to provide otherwise, any entity that willfully violates said Section 714 of the California Civil Code shall be liable to the applicant or other party for actual damages occasioned thereby, and shall pay a civil penalty to the applicant or other party in an amount not to exceed one thousand dollars (\$1,000). In any action to enforce compliance with said Section 714 of the California Civil Code, the prevailing party shall be awarded reasonable attorneys' fees.
5. Notwithstanding said Section 714 of the California Civil Code, the Association imposes reasonable provisions pursuant to Section 714.1 of the California Civil Code which require the following:
 - a. The Owner of a Separate Interest is required to obtain the approval of the Association for the installation of a solar energy system in a Lot owned by another;

- b. The Owner of a Separate Interest is required to provide for the maintenance, repair, or replacement of roofs or other building components; and
- c. The installers of solar energy systems are required to indemnify or reimburse the Association or its Members for loss or damage caused by the installation, maintenance, or use of the solar energy system.

Section 8.18 Mailboxes

1. Mailbox post guidelines and enclosures shall be subject to the control and approval of the ARC unless otherwise controlled by the U.S. Postal Service. No removal or replacement of the existing mailbox structure is allowed without ARC approval.

Section 8.19 Exterior Colors

1. Exterior colors of all existing improvements shall not be changed or altered without the consent of the ARC. All colors shall be consistent with existing colors of the community.

Section 8.20 Flagpoles

1. The design, material and installation of flagpoles of any kind (including decorative or seasonal flags) shall be subject to the review and approval of the ARC.

Section 8.21 Mechanical and Solar Devices

1. All mechanical equipment exposed to the exterior, including pumps, heaters, air-conditioning compressors, and solar devices including collectors shall be subject to review and approval of the ARC. The design of the proposed solar panel/mechanical device shall be integrated into the roof design of the building and be parallel with the existing roof slope and as close as possible to the roof surface. Frames must be colored to compliment the roof. Natural aluminum frames are prohibited. All mechanical equipment exposed to the exterior shall be located in a manner to minimize visual impact.

Section 8.22 Basketball Backboards

1. The installation of any basketball standard or fixed sports apparatus affixed to any portion of a structure is prohibited.
2. The use or placement of any portable apparatus for basketball is restricted to the rear yard of a lot.
3. The use or placement of on any portable apparatus for basketball is prohibited upon any portion of a front yard, driveway and public streets.

Section 8.23 Play Equipment

1. Play equipment is not to exceed the height of the adjacent property line wall or fence or six (6) feet whichever is greater. If the play equipment exceeds this height limit it shall be screened by means of landscaping on the homeowner's lot. If the equipment exceeds the height limit it shall be painted a color or built of materials that are consistent with the architectural style and color scheme of the existing home. In no case shall the play equipment exceed twelve (12) feet in height. Design of all proposed play equipment shall be subject to height limit requirements and must be reviewed and approved by the ARC.

Section 8.24 Paving Materials

1. Enhancement of front yard hardscape is subject to the approval of the ARC. All exterior paved areas exposed to street right-of-way shall be of materials and colors consistent with existing treatments and approved by the ARC.

2. Applicant will be responsible for replacing all common area improvements damaged during the installation of such enhancements. Modification to the common area irrigation system is prohibited unless otherwise approved by the Board. The Association at the applicants' expense will do modification to the common area irrigation system.

Section 8.25 Driveway Widening

1. Driveways within the Covered Property shall not be widened beyond their original width.

Section 8.26 Front Yard Areas

1. A three (3) feet wide planting area shall remain between the back of sidewalk and any hardscape element other than the entry walk and/or driveway.
2. The paving in the front yard shall not exceed one third (1/3) or thirty-three percent (33%) of the total front yard area less the driveway. The front yard area is calculated from the back of sidewalk to the side property lines to the front of the house and back to the side yard return fences, walls and/or gates. Extensive side yard areas will not be acceptable.

Section 8.27 Side Yard and Rear Yard Areas

1. Existing rear yard inlets and piping systems are to remain functional. Decks and patios may be shown within the private storm drainage easement, but at homeowner's risk of possible future maintenance conflicts.
2. Plantings are to avoid root-ball interference with subterranean drainage systems.
3. ARC approval of revised drainage systems does not relieve the homeowner of costs of damage should the drainage system prove to be inadequate. The ARC is not responsible for damage to subterranean waterproofing systems caused by the homeowner's irrigation system or drainage patterns.
4. Retaining walls may be submitted for conceptual approval. No final approval is to be granted unless the homeowner submits approvals from a licensed soils engineer and structural engineer. Retaining walls are subject to City review and permits.
5. Side yard easements cannot be used as dog runs, material storage or anything else that may be considered to be a reasonable disturbance to the adjoining property owner. Access to side yard areas is to be maintained in order for the adjoining property owner to perform or cause to be performed house maintenance, such as painting, window repair and/or re-roofing as necessary. No plants or vines are to be attached to the adjoining property structure or planted in such a way as to prevent or cause undo hardship during the maintenance of the structure.
6. Side yard gates between existing lots on adjoining level areas are to be kept clear for access. Both property owners on either side of a gate may install a lock. Access is to be reasonably granted for the "shut out" property owner in order that they may perform house maintenance. The "shut out" property owner is to give reasonable prior notice of when access is requested. No gates are allowed from the rear yard to the front with the exception of end lots with reasonable access, such as lots 36 and 75.
7. Slopes do not have to be irrigated but do have to be maintained in accordance with the Daly City Public Nuisance Ordinance, which prohibits overgrown vegetation, defined as:
 - a. Likely to harbor rats, vermin and other vectors or nuisances.
 - b. Causing detriment to neighboring properties.
 - c. Causing or adding to a fire hazard.
 - d. Flammable or potentially flammable vegetation, debris or other combustible growth, including, but not limited to grass, weeds, brush over twelve (12) inches in height on steep or hillside terrain and gorse plants of any size.

- e. Landscaping plan modifications may be submitted within 90 days of plan approval without additional fees.
- f. Any trees planted on the slopes are to be installed in such a manner as to avoid significant cutting into the slope. No slope is to be made steeper than it currently exists. Any final plans showing slope alteration are to be accompanied by a soils report from a licensed soils engineer.
- g. Disallowed plantings include: Gorse, Pampas Grass, Ice Plant, English and Cape Ivy, Broom, Cotoneaster, Pyracantha, Fennel, Italian Thistle, Bermuda Buttercups and Eucalyptus. These plants are disallowed within the San Bruno Mountain Habitat Area because they crowd out the plants that nurture butterfly populations.

Article 9

Landscaping and Pool Guidelines

Section 9.1 Landscape Review Items

1. The plant palette (see Exhibit "A") contains a list of plant material approved by the Community that has been selected based on visual and aesthetic considerations only. No representation, explicit or implicit is made as to the soil suitability or disease resistance of the attached list of plant material. Summit Ridge at Saddle Mountain and the surrounding area are not "thematic" in their landscape treatment. The list of approved plant material is intended only as a starting point. Owners are encouraged to select plant material suitable to the general environment and appropriate to the area. The use of "exotic" (e.g., cactus, etc.) landscape material is specifically discouraged.
2. All portions of the yard of a Lot must be landscaped within six (6) calendar months of the close of escrow of the homebuyer. A time variance may be granted by the ARC at its own discretion upon submittal of a written request by the property owner. The ARC shall have the right, but not the obligation, to require any owner to remove, trim, top or prune any bush, tree, shrub or plant that in the reasonable belief of the ARC detracts from the appearance of the Community.
3. Each owner agrees that the established drainage pattern over the lot from and to the adjoining or other lots will not be interfered with or the adequate provisions for proper drainage will be made in the event it is necessary to change said established drainage.
4. All owners of lots shall continuously maintain any slope within their rear yard. All improvements located within the slope areas such as landscaping and sprinklers shall be maintained in a safe condition and in a state of good repair. The ARC must approve any re-planting of slope areas.
5. Each owner of a lot shall keep all shrubs, trees, grass and plantings of every kind on his lot neatly trimmed, properly cultivated, irrigated and free of trash, weeds and other unsightly materials.
6. Owners will provide an irrigation design for their landscaping to provide adequate water. Excess or too little water can cause serious damage to the lot or hardscape improvement.

Section 9.2 Front yards

1. Any trees installed by the original Builder for "Street Tree" purposes are to be retained. A "Street Tree" is defined as a tree matching other trees planted generally the same distance back from the sidewalk or back of curb so as to constitute a row of matching trees for that street. Other trees in the front yard are "decorative trees" which, though they may match other trees in similar locations for similar house plans, may be replaced with other planting if approved by the ARC.
2. One hundred percent (100%) of the ground plane is to be covered by plant material or shredded bark mulch. Rock, marble chips, tile chips, pea gravel, plastic sheeting and other like materials are not acceptable.

3. No large bare areas of earth are acceptable.
4. Shrubs are to be planted at the base of the house, walls and fences visible from the street.
5. Mirror balls, pink flamingos, Astroturf and gravel yards are prohibited in front yard areas. This restriction is not meant to prohibit monument size rocks or river-rock features as long as rocks do not dominate the front yard.
6. Vines and shrubs are encouraged to soften the appearance of walls and fences.

Section 9.3 Pools, Spas, Hot Tubs, Ponds and Fountains

1. Pools, spas, hot tubs, ponds, waterfalls, and fountains shall be subject to review by the ARC.
2. All accessory equipment shall be located, screened, or recessed in such a manner so as not be viewable from any lot or street and the noise from the equipment attenuated for the adjacent property owners.
3. Heaters shall be stackless or low profile in configuration.
4. All equipment installations shall be located, sound controlled and maintained in such a manner so as not to unreasonably disturb residents of other lots. The ARC 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 ARC continued use or operation disturbs residents of other lots.
5. Any work involving substantial excavation within the rear yards such as for a below or above grade pool or spa, must include a statement as to 1) what equipment will be used, 2) how access will be provided for the equipment, and 3) how the excavated soil will be removed from the property. Homeowners desiring to perform substantial excavation must deal with access difficulties presented by narrow side yards and retaining walls and/or fences. Any homeowner requiring access through the side yard of the adjoining property must secure and present the adjacent neighbor's cooperation in writing as part of the submittal. Homeowners are also advised that any excavation work done either into an uphill slope or on the edge of a downhill slope must have a soil and structural engineers written review and recommendations accompanying the submittal. Homeowners who desire excavation work may want to provide preliminary conceptual plans to the ARC before investing in a complete submittal package.
6. The construction of pools and spas will need to consider/evaluate and mitigate: 1) the expansive nature of any on-site soils, 2) the potential sulfate exposure, 3) the proximity of the pool/spa to slopes and/or structures, 4) the possible occurrence of a bedrock fill condition, 5) the possible presence of harder bedrock, 6) long-term effects of landscape irrigation, 7) confirmation of the soil compaction, and 8) the impact of any proposed grade changes. Individual homeowners who are considering adding a swimming pool and/or spa should retain a geotechnical consultant to review and accept the design. In addition, the homeowner is advised to include a hydrostatic relief valve in the design of the pool or spa to protect the pool from the effects of perched ground water. Pools shall be designed in compliance with all applicable codes of the City.

Article 10

General Materials and Color Guidelines

Section 10.1 Architectural and Structural Elements

1. Exterior plaster or stucco will be the primary wall surface material with a finish texture to match the existing adjacent surfaces.
2. Heavy textures such as Spanish lace, swirl or heavy trowel are prohibited unless a match of the existing adjacent surface or is found on the homes exterior as a part of its original design.

3. Wall finish colors shall be selected to match the existing home's color palette. Accent materials and colors used to compliment the stucco are allowed and encouraged in moderation as long as they are a part and consistent with the architectural style of the home.
4. Wood trim shall be stained with semi-transparent-stains or painted as accents to match like existing elements on the home.
5. The use of tile, brick, stone and masonry are permitted as design accents and trim when they are consistent with the homes exterior style.

Section 10.2 Patio Structures, Sunshades, Trellises, Gazebos and Sundecks

1. Structures including overhead elements shall be of wood construction. Vertical support members may be wood, stucco, or masonry to relate to existing structures.
2. Roofing materials shall match the roof material of the dwelling or be open wood lattice.
3. Structures of exposed metal and roofing materials of gravel, built up roofing, asphalt shingles or shakes, composition roofing plastic, fiberglass and metal are prohibited.

Section 10.3 Walls and Fences

1. Approved materials for walls and fences other than the perimeter walls shall include masonry material or stucco covered fences/walls, brick, painted tubular steel fencing, wood or painted wood fencing or fences or walls that match the existing installed by the Builder.
2. Chain link, poultry wire or other types of woven wire, including, but not limited to plastic coated wire, aluminum or sheet metal, plastic or fiberglass materials other than clear non-patterned tempered glass or Plexiglas, reed or straw-like materials, rope or other fibrous strand elements, concrete block, plain or painted, wood picket or split rail are not permitted.

Section 10.4 Color

1. Color is intended to act as a primary theme-conveying element. In general, the values should remain light, although darker or lighter accents are encouraged to highlight the character of the building, especially on balcony rails and moldings as long as they are consistent with the home's architectural style.
2. The use of vinyl or aluminum siding is prohibited.
3. Exterior colors of buildings shall match those applied by the original homebuilder and/or comply with the color palette approved by the ARC.
4. The color of any stucco fence/wall shall match the existing building immediately adjacent thereto.
5. Wood fences must be painted or not to match or compliment the existing building trim color or Builder fencing. Wrought iron fences shall match the existing trim color on the adjacent wall or the color of the existing tubular steel fencing found within the community at the top of slopes.

Article 11

Building Material Guidelines

Section 11.1 Exterior Building Walls

1. Material allowed for exterior cover of building walls shall include any of the following:
 - a. Brick or stone to match existing accents.

- b. Stucco with a texture, finish and color to match existing.
2. Exterior cover material treatment used on the building walls shall be continuous and consistent on all elevations of a residence with existing like elevation exposures in order to achieve a uniform and complete architectural design statement.
3. Two story wall surfaces shall be treated in a manner consistent with the existing architectural style or like architectural styles in the Community area.
4. Window and Door Openings:
 - a. Window openings within exterior wall surfaces shall be located and detailed in a manner consistent with the existing treatment.

Section 11.2 Window Glazing, Tinting and Shading

1. Glass tinting or shading must be compatible with the existing treatment. Reflective glass film and plastic roll up shades shall not be permitted. Exterior shades of any type shall not be permitted.

Section 11.3 Trim

1. Fascias, window trim, and exterior doors shall be compatible and consistent with the existing treatments found on the home.

Section 11.4 Diverters

1. Galvanized iron or aluminum diverters shall be painted to match roof vents or roof material.

Section 11.5 Roof

1. All roofing materials shall be compatible with the existing treatment. If built up roofing material is used for flat areas of the roof, it shall match the color of the existing roof. All roof pitches shall match existing roof pitches.

Section 11.6 Roof Vents

1. All roof vents shall be colored to match the roof.

Section 11.7 Gutters and Downspouts

1. All gutters to match color of trim at roof and downspouts to match color of house or trim.

Section 11.8 Flashing

1. All flashing shall be colored to match the roof or wall surface surrounding it.

Section 11.9 Tubular Steel Fencing

1. All tubular steel fencing shall be galvanized or bonderized prior to applied finish color and shall match existing.

Section 11.10 Walls, Fences and Gates

1. All walls and fences that exist on the lots shall not be altered in any manner. Side yard return walls and fences shall match existing conditions in design, finish materials, colors and construction. The design, construction, and finish material of any gates are to match the same of the main structure, side yard walls or perimeter walls.

Exhibit A - Recommended Tree List

BOTANICAL NAME	COMMON NAME
Acacia baileyana	Bailey Acacia
Acacia baileyana "Purpurea"	Purple Leaf Acacia
Acer palmatum	Japanese Maple
Acer palmatum "Atropurpureum"	Red Japanese Maple
Acer palmatum "Varieties"	Japanese Maple Varieties
Acer saccharinum	Silver Maple
Agonis flexuosa	Peppermint Tree, Australian Willow Myrtle
Albizia julibnssin	Silk Tree
Alnus cordata	Italian Alder
Alnus rhombifolia	White Alder
Araucaria heterophylla	Norfolk Island Pine
Arbutus unedo	Strawberry Tree
Arecastrum romanzoffianum	Queen Palm
Betula alba	European White Birch
Brachychiton acenfolius	Flame Tree
Brachychiton populneus	Bottle Tree
Callistemon citrinus	Lemon Bottlebrush
Callistemon viminalis	Weeping Bottlebrush
Cercis occidentalis	Western Redbud
Chamaerops humilis	Mediterranean fan Palm
Chorisia speciosa	Floss Silk Tree
Cinnamomum camphora	Camphor Tree
Cupaniopsis anacardioides	Carrotwood
Cupressus sempervirens	Italian Cypress
Eriobotrya "Coppertone"	Copper Loquat
Eriobotrya deflexa	Bronze Loquat
Eriobotrya japonica	Japanese Loquat
Ficus florida	N.C.N
Ficus nitida "Green Gem"	N.C.N
Ficus retusa	Indian Laurel
Fraxinus uhdei	Evergreen Ash, Shamel Ash
Fraxinus velutina	Arizona Ash
Geijera parvifolia	Australian Willow
Jacaranda acutifolia	Jacaranda
Koelreuteria bipinnata	Chinese Flame Tree
Koelreuteria paniculata	Goldenrain Tree
Leptospermum laevigatum	Australian Tea Tree
Ligustrum japonicum	Japanese Privet
Liquidambar styraciflua	American Sweet Gum
Magnolia grandiflora	Southern Magnolia
Magnolia grandiflora "Majestic Beauty"	Majestic Beauty Southern Magnolia
Magnolia grandiflora "Samuel Sommer"	Samuel Sommer Southern Magnolia
Magnolia grandiflora "St. Mary"	St. Mary Southern Magnolia
Magnolia soulangiana	Saucer Magnolia
Magnolia stellata	Star Magnolia
Maytenus boaria	Mayten Tree
Melaleuca linarifolia	Flaxleaf Paperbark
Melaleuca quinquenervia	Cajeput Tree
Myoporum laetum	Myoporum
Olea europaea (fruitless)	Olive
Photinia fraseri	Photinia

TREES CONTINUED: BOTANICAL NAME	COMMON NAME
Pinus eldarica	N.C.N.
Pinus halepensis	Aleppo Pine
Pinus pinea	Italian Stone Pine
Pinus thunbergiana	Japanese Black Tree
Platanus acerifolia	London Plane Tree
Platanus racemosa	California Sycamore
Podocarpus gracilior	Fern Pine
Prunus caroliniana	Carolina Cherry
Prunus cerasifera	Purple Leaf Plum
Pyrus calleryana "Varietal"	Bradford Evergreen Pear
Quercus agrifolia	Coast Live Oak
Quercus ilex	Holly Oak
Rhus lancea	African Sumac
Rhus laurina	Laurel Sumac
Schinus molle	California Pepper
Schinus terebinthifolius	Brazilian Pepper
Trachycarpus fortunei	Windmill Palm
Tristania conferta	Brisbane Box
Ulmus parvifolia "True Green"	Evergreen Elm

Exhibit B - Recommended Shrub List

SHRUBS: BOTANICAL NAME	COMMON NAME
Abelia grandiflora	Shiny Abelia
Abelia grandiflora "Ed. Goucher"	Abelia Edward Goucher
Acacia baileyana	Bailey Acacia
Acacia baileyana "Purpurea"	Purple Leaf Acacia
Acacia latifolia	Sydney Golden Wattle
Acacia ongerup	Acacia Ongerup
Acanthus mollis	Bear's Breech
Adiantum capillus-verneris	Southern Maidenhair Fern
Agapanthus africanus	Lily of the Nile
Agapanthus africanus "Peter Pan"	Peter Pan's Lily of the Nile
Agapanthus africanus "Queen Anne"	Queen Anne's Lily of the Nile
Arbutus unedo "Compacta"	Compact Strawberry Tree
Arctostaphylos emundsi "Emerald Carpet"	Emerald Carpet Little Sur Manzanita
Arctostaphylos uva-ursi "Pointe Reyes"	Pointe Reyes Bearberry, Kinnikinnick
Asparagus densiflorus "Sprengen Compacta"	Compact Sprenger Asparagus
Asparagus densiflorus "Sprengen"	Sprenger Asparagus
Aspidistra elatior	Cast Iron Plant
Asplenium bulbiferum	Mother Fern
Aucuba japonica	Japanese Aucuba
Aucuba japonica "Variegata"	Guinea Gold Bush, Gold Dust Plant
Azalea belgian indica (Varieties)	Azalea
Azalea southern indica (Varieties)	Azalea
Bougainvillea (Species)	Bougainvillea
Brunfelsia pauciflora "Flonbunda"	Yesterday, Today & Tomorrow
Buxus microphylla (Varieties)	Boxwood
Callistemon viminalis "Little John"	Little John Bottle Brush
Camellia (Species)	CamelliaAME
Ceanothus "Concha"	Concha Ceanothus
Ceanothus "Joyce Coulter"	Joyce Coulter Ceanothus
Ceanothus "Julia Phelps"	Julia Phelps Ceanothus
Ceanothus "Ray Hartman"	Ray Hartman Ceanothus
Ceanothus "Sierra Blue"	Sierra Blue Ceanothus
Ceanothus gloriuosus	Pointe Reyes Ceanothus
Ceanothus griseus "Santa Ana"	Santa Ana Carmel Creeper
Ceanothus griseus horizontalis	Cannel Creeper
Ceanothus griseus horizontalis "Yankee Pt."	Yankee Point Carmel Creeper
Ceanothus impressus	Santa Barbara Ceanothus
Ceanothus prostratus	Squaw Carpet
Ceanothus rigidus "Snowball"	Snowball Ceanothus
Cerastium tomentosum	Snow-in-summer
Chrysanthemum frutescens	Marguerite Dais y
Cistus hybridus	White Rockrose
Cistus purpureus	Orchid Rockrose
Clivia miniata	Kaffir Bloom Lily
Coprosma kirkii	N.C.N.
Coprosma repens	Mirror Plant
Cycas revoluta	Sago Palm
Dicksonia antarctica	Tasmanian Tree Fern
Dietes bicolor	N.C.N.
Dietes iridioides	Fortnight Lily
Dizygotheca elegantissima	False Aralia
Dodonaea viscosa "Purpurea"	Purple Hopseed Bush
Echium fastuosum	Pride of Madeira

SHRUBS CONTINUE: BOTANICAL NAME	COMMON NAME
Escallonia fradesii	Escallonia
Escallonia fradesii "Compacta"	Dwarf Escallonia
Euryops pectinatus	Golden Shrub Daisy
Euonymous japonica	N.C.N.
Fatshedera lizei	N.C. .N
Fatsia japonica	Japanese Aralia
Feijoa sellowiana	Pineapple Guava
Gamolepis chrysanthemoides	N.C.N.
Grevillea "Noelii"	Grevillea
Hemerocallis (Evergreen)	Evergreen Day Lily
Heteromeles arbutifolia	Toyon
Ilex altaclarensis "Wilsonii"	Wilson Holly
Ilex cornuta (Varieties)	Chinese Holly
Ilex crenata (Varieties)	Japanese Holly
Ilex vomitoria	Yaupon Holly
Impatiens (Species)	Busy Lizzie, Impatiens
Juniperus (Species)	Juniper
Lantana (Species)	N.C.N.
Lavendula stoechas	Spanish Lavender
Leptospermum scoparium (Varieties)	New Zealand Tea Tree
Ligustrum texanum	Japanese Privet
Liriope gigantea	Giant Lily Turf
Liriope muscari	Big Blue Lily Turf
Magnolia stellata	Star Magnolia
Melaleuca nesophila	Pink Melaleuca
Myoporum "Pacificum"	Pacific Myoporum
Myoporum laetum	Myoporum
Nandina domestica	Heavenly Bamboo
Nandina domestica "Compacta"	Compact Heavenly Bamboo
Nandina domestica "Harbour Dwarf"	Harbour Dwarf Heavenly Bamboo
Nandina domestica "Nana"	Nana Heavenly Bamboo
Nephrolepis cordifolia	Southern Sword Fern
Philodendron selloum	Philodendron
Phormium tenax	New Zealand Flax
Photinia fraseri	N.C.N.
Pittosporum crassifolium "Nana"	Dwarf Karo Pittosporum
Pittosporum tobira	Mock Orange
Pittosporum tobira "Variegata"	Variegated Tobira, Mock Orange
Pittosporum tobira "Wheeler's Dwarf"	Wheeler's Dwarf Pittosporum
Plumbago capensis	Cape Plumbago
Podocarpus macrophylla "Maki"	Shrubby Yew Pine
Polystichum munitum	Sword Fern
Prunus laurocerasus "Otto Luyken"	Luyken English Laurel
Punica granatum (Varieties)	Pomegranate
Raphiolepis indica "Ballerina"	Ballerina Indian Hawthorn
Raphiolepis indica "Clara"	Clara Indian Hawthorn
Raphiolepis indica "Coates Crimsom"	Coates Crimsom Indian Hawthorn
Raphiolepis indica "Enchantress"	Enchantress Indian Hawthorn
Raphiolepis indica "Jack Evans"	Jack Evans Indian Hawthorn
Raphiolepis indica "Pink Cloud"	Pink Cloud Indian Hawthorn
Raphiolepis indica "Pinkie"	Pinkie Indian Hawthorn
Raphiolepis indica "Springtime"	Springtime Indian Hawthorn
Rhus integrifolia	Lemonade Berry
Rhus ovata	Sugar Bush

SHRUBS CONTINUE: BOTANICAL NAME	COMMON NAME
Rosa (Species)	Rose
Rosmarinus officinalis	Rosemary
Rosmarinus officinalis "Lockwood de Forest"	Lockwood de Forest Rosemary
Rosmarinus officinalis "Prostratus"	Prostrate Rosemary
Rumohra adiantiformis	Leatherleaf Fern
Leatherleaf Fern	Ternstroemia
Trachelospermum asiaticum	Asian Jasmine
Trachelospermum jasminoides	Star Jasmine
Tulbaghia violacea	Society Garlic
Viburnum japonicum	Japanese Viburnum
Viburnum davidii	N.C.N.
Viburnum tinus "Spring Bouquet"	Laurustinus
Xylosma congestum	Shiny Xylosma
Xylosma congestum "Compacta"	Compact Shiny Xylosma

Exhibit C - Recommended Vine & Espalier List

VINES & ESPALIERS: BOTANICAL NAME	COMMON NAME
Bougainvillea (Species)	Bougainvillea
Callistemon citrinus	Bottlebrush
Camellia japonica	Camellia
Camellia sasanqua	Camellia
Cissus antarctica	Kangaroo Treebine
Clytostoma callistegioides	Violet Trumpet Vine
Distictis buccinatoria	Blood Red Trumpet Vine
Doxanthus unguis -cati	Cat's Claw Vine
Eriobotrya deflexa	Bronze Loquat
Ficus repens	Creeping Fig
Gelsemium sempervirens	Carolina Jessamine
Grewia caffra	Lavender Starflower
Hibbertia scandens	Guinea Gold Vine
Ilex altaclarensis "Wilsonii"	Wilson Holly
Jasminum polyanthum	Jasmine
Pandorea jasminoides	Bower vine
Parthenocissus quinquefolia	Virginia Creeper
Parthenocissus tricuspidata	Boston Ivy
Photinia fraseri	N.C.N.
Podocarpus gracilior	Fern Pine
Pyrus kawakamii	Evergreen Pear
Rosa banksiae (Varieties)	Climbing Rose
Solanum jasminoides	Potato Vine
Trachelospermum jasminoides	Star Jasmine
Wisteria sinensis	Chinese Wisteria

Exhibit D - Recommended Ground Cover List

GROUND COVERS: BOTANICA NAME	COMMON NAME
Achillea millefolium	Common Yarrow, Milfoil
Ajuga reptans	Carpet Bugle
Ajuga reptans "Atropurpurea"	Purple Carpet Bugle
Alyssum maritima	Sweet Alyssum
Alyssum maritima "Carpet of Snow"	White Sweet Alyssum
Alyssum maritima "Violet Queen"	Purple Sweet Alyssum
Arctotheca calendula	Cape Weed
Armeria maritima	Common Thrift
Cerastium tomentosum	Snow-in-summer
Fescue Lawn	N.C.N.
Festuca elatior	Tall Fescue
Festuca ovina	Sheep Fescue
Festuca ovina "Glauca"	Blue Fescue
Festuca rubra	Red Fescue
Red Fescue	Trailing Gazania
Gazania splendens (Varieties)	Clumping Gazania
Hedera helix "Hahn's "	Hahn's Ivy
Hedera helix "Needlepoint"	Needlepoint Ivy
Hypericum calycinum	St. Johnswort
Ibens sempervirens	Evergreen Candytuft
Lonicera japonica "Halliana"	Hall's honeysuckle
Medium Grind Bark Mulch	N.C.N.
Myoporum parvifolium	N.C.N.
Osteospermum fruticosum	African Daisy
Pelargonium peltatum	Ivy Geranium
Polygonum capitatum	Knot Weed
Potentilla vema	Spring Cinquefoil
Sagina subulata	Scotch Moss
Sedum acre	Goldmoss Stonecrop
Sedum brevifolium	N.C.N.
Sedum confusum	N.C.N.
Soleirolia soleirolii	Baby's Tears
Trachelospermum asiaticum	Asian Jasmine
Verbena peru viana	N.C.N.
Vinca major	Dwarf Periwinkle
Vinca minor	Periwinkle

Summit Ridge at Saddle Mountain

Exhibit E – Improvement Approval Application

TO:

Summit Ridge at Saddle Mountain Architectural Review Committee
C/O Premier Community Management, Inc.
PO Box 4291
Stockton, CA 95204
Tel: (209) 466-7228 ♦ Fax: (209) 466-7119

DATE: _____

NAME OF OWNER: _____

MAILING ADDRESS: _____

TELEPHONE NO.: _____

PROPERTY ADDRESS: _____

LOT: _____

PROCESSING FEE: **\$125.00** –Paid through the close of escrow.

ARCHITECT, ENGINEER OR OWNER'S REPRESENTATIVE: (if applicable)

NAME: _____

MAILING ADDRESS: _____

TELEPHONE NO.: _____

Description of improvements desired (give full details of type and extent of improvements):

Amount of time required to complete improvements: _____.

The attachments being submitted are:

_____	Unenclosed Front Yard	_____	Grading Plan
_____	Enclosed Back or Side Yard	_____	Drainage Plan
_____	New Installation	_____	Landscape Planting Plan
_____	Additional Installation	_____	Landscape Hardscape Plan
_____	Preliminary Plan	_____	Exterior Wiring or Cable
_____	Final Plan		Installation Plan
_____	Plot Plan		

OWNER'S STATEMENT: The undersigned Owner acknowledges and agrees:

1. That no work on proposed improvements shall commence until written approval by the Architectural Review Committee has been received.

2. **That the application for approval by the Architectural Review Committee shall not be accepted for consideration until Owner has provided all of the items required for the type of improvements contemplated, as required by the Architectural Review Committee.**

3. That Owner has read, understands, and will conform to all requirements of the Architectural Guidelines and the applicable provisions of the Declaration.

OWNER'S SIGNATURE: _____

DATE: _____

The Architectural Review Committee will complete the space below this line.

The Architectural Review Committee has taken the following action:

- Approved as submitted on _____.
- Approved on _____ with the conditions noted below.
- Disapproved for the reasons noted below.
- Deemed unacceptable - requires additional detail and/or specifications
- Design review approval is not required or has been waived.

Committee Signature: _____ Date: _____

Summit Ridge at Saddle Mountain

Exhibit F - Inspection Request

TO: Summit Ridge at Saddle Mountain
Design Review Committee
C/O Premier Community Management, Inc.
P.O. Box 4291
Stockton, CA 95204
(209) 466-7228 • Fax (209) 466-7119

Date: _____

Name of Owner: _____

Mailing Address: _____

Telephone No.: Home: _____ Work: _____

Property Address: _____

Lot: _____

Architect, Engineer or Owner's Representative: (if applicable)

Name: _____

Mailing Address: _____

Telephone No.: _____

Description of Improvements requiring inspection by the Design Review Committee:

Date original Plans and Specifications were approved: _____

Owner's Statement:

The undersigned Owner acknowledges and agrees inspections are required to determine compliance with Architectural Guidelines and plans, and specifications in connection with exterior aesthetics.

Owner's Signature: _____

Date: _____

The Design Review Committee will complete the space below this line.

The Design Review Committee has taken the following action:

- Inspected completed improvements on _____.
- Found completed improvements installed, as represented on approved Plans and Specifications dated _____.
- Found completed improvements installed, not to be as represented on approved Plans and Specifications dated _____.
- Completed improvements are approved as installed.
- Completed improvements are disallowed and require modification and/or removal.
- Design review approval is not required or has been waived.

Committee Signature: _____ Date: _____