

**HIDDEN MEADOWS RANCH**  
**HOMEOWNERS ASSOCIATION**  
**ARCHITECTURAL GUIDELINES**

Revised: 09/19/06

Approved: 12/13/06

**HIDDEN MEADOWS RANCH HOMEOWNERS  
ASSOCIATION**

**Architectural Guidelines**

**Table of Contents**

**I. Purpose .....2**

**II. Guidelines.....3**

**III. Architectural Standards .....6**

**IV. Architectural Guidelines Criteria.....8**

**V. General Conditions.....15**

**VI. Neighbor Notification.....16**

**(Exhibit A) Hidden Meadows Ranch Homeowners' Association Home Improvement Form.....17**

**(Exhibit B) Hidden Meadows Ranch Homeowners' Impacted Neighborhood Statement.....18**

**(Exhibit C) Hidden Meadows Ranch Homeowners' Association Notice of Completion.....19**

## I. PURPOSE

Formatted: Tabs: Not at 0.55"

As set forth in the Declaration of Restrictions ("CC&Rs"), the Architectural Control Committee (hereinafter referred to as the "Committee") is vested by the Board of Directors with the power to review and approve all improvements to all Homesites in Hidden Meadows Ranch Homeowners Association. Such Improvements include, without limitation, additions, modifications and alterations to Homesites, signs, fences, walls, landscaping, front screen doors, exterior fans, and any other modifications to the exterior of a dwelling on a Homesite.

The Committee does not seek to restrict individual creativity or personal preference, but rather help assure continuity in design, which will help preserve and improve the appearance of the Community and enhance the property values of all Owners in the Association.

The Committee shall be composed of three (3) or more, but not to exceed five (5) representatives, appointed by the Board. Members of the Committee shall receive no compensation for services rendered other than reimbursement by the Association for any expenses that might be incurred in performing their duties. The Committee has the right to retain architects or other consultants as may be necessary to perform its duties.

Prior to the commencement of any addition, alteration or construction work of any type or Improvement on any Homesite within Hidden Meadows Homeowners' Association, Owners must first submit an application to the Committee for approval of such work. Failure to obtain the final, prior written approval of the Committee shall constitute a violation of the CC&Rs, and the Association may require the modification or removal of unauthorized works of Improvement at Owner's expense.

The County of San Diego Building Department or other governmental agencies prior to the commencement of any work may require a building or other permit. The Association does not assume any responsibility for an Owner's failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain prior Committee written approval for such work, where required. Conversely, the fact that a permit has been obtained by an Owner does not require the Committee to automatically grant approval, for the proposed Improvement.

Further, there are also other potential restrictions that may be recorded against the title of a Homesite, which may affect an Owner's proposed Improvements. Examples are easements; setbacks or County ordinances, special permit conditions issued by the County or other local municipality. There are many types of easements, such as maintenance easements (including the Association landscape maintenance easements contained on certain individual Homesites), sewer easements or other utility easements, which can restrict the type of Improvements being proposed within the easement areas on a Homesite. Setbacks are typically areas within a Homesite where "structures" such as patio covers, etc. or other Improvements cannot be placed.

It is the individual Owner's responsibility to (1) research these issues prior to submitting his/her plans for proposed Improvements and/or modifications, (2) fully disclose these encumbrances (i.e. easements, setbacks, County ordinance requirements, special permit conditions, etc.) on any and all proposed applications for architectural approval, and (3) diagram them, in detail, on all plans submitted for approval.

## II. GUIDELINES

### A. Submission Procedure Requirements

1. All applicants ("Applications") for committee approval are to be made on the standard Hidden Meadows Ranch Homeowners Association Home Improvement Form (Exhibit A).
2. Submission of Applications. All Applications are to be made to the Hidden Meadows Ranch Homeowners' Association Architectural Control Committee, c/o the Association's Property Management Company.
3. Reasonable Fees. The Board of Directors, or the Committee, may assess a fee not to exceed \$100.00 per initial submission for review of plans and specifications required pursuant to these Guidelines. The current fee is \$80.00 to be payable to Hidden Meadows Ranch Homeowners Association. This amount is subject to change, from time to time. At this time, only the initial submission of plans and specifications per Home site will be assessed. This is also subject to change.
4. Construction Drawings. Plans and specifications for works of Improvement must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the Committee to make an informed decision on your request.
5. Submission of Application for Improvements. Please forward three (3) sets of your proposed plans and specifications and the required initial fee, together with the standard Home Improvement Form (Exhibit A) (three (3) copies), and the Impacted Neighbor Statement Form (Exhibit B) (three (3) copies), along with the following information to the Committee to constitute a complete Application. Please mail this information to the address as noted on the Home Improvement Form (Exhibit A).
  - a) Plot plan drawn to scale showing the following:
    - i) All proposed Improvements and relevant elevations, together with the desired location of such Improvement to the Home site.
    - ii) Complete dimensions of the proposed Improvements.
  - b) Description of materials to be used, including the proposed color scheme. Samples should be provided if requested by the Committee.
  - c) Drainage plans (if applicable) where the established drainage pattern might be altered by the proposed Improvement.
  - d) Floor plans (if applicable) showing overall dimensions and area of improvements reflecting your preliminary design concept. Plans must include locations of all easements, setbacks, special conditions and other recorded or unrecorded restrictions affecting the Home site.
  - e) Description of proposed construction schedule.
  - f) Landscape plan and working drawings (if applicable)
  - g) If proposed Improvements require access over the Association Common Area and/or Association Property, for purposes of transporting labor or materials, written permission shall be required from the Association. Any such requests must be filed with the Board of Directors and written authorization must be obtained, prior to the commencement of your Improvement. The Association is under no obligation to automatically consent to any such request. In addition, if you need access over another Home site, it is your responsibility to obtain written permission from the owner of that Home site.
  - h) Any other information or documentation deemed to be necessary by the Committee in evaluating your request.

The plans and specifications must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the Committee to make a fully informed decision on your request. Each Owner has the duty to provide full disclosure of all details (e.g. restrictions, setbacks, easements, special permit conditions, etc.), which would impact the Committee's decision on any proposed Improvement. The Committee's decision is based on information presented by the Owner on the proposed plan. Failure to provide all necessary information to the Committee, in rendering its decision, may render the Committee's approval null and void, as a result of the owner's failure to provide full disclosure. The Committee will not independently undertake research on any owner's Homesite in order to ensure that full disclosure has been given.

#### **B. Failure to Comply with Required Procedures**

Failure to comply with the requirements and procedures set forth herein shall cause your Application to be automatically deemed denied. Owners must resubmit a complete Application, in order to have the Committee review your proposed Improvements.

#### **C. Approval by Architectural Control Committee**

In the event the Committee fails to approve or disapprove such location, plans and specifications or other requests within forty-five (45) days after receipt of the submission of a complete Application with all required documents in acceptable form, then the Owner requesting such approval may submit a written notice to the Committee advising the Committee of its failure to act.

If the Committee fails to approve or disapprove any such plans and specifications within fifteen (15) days after the receipt of said written notice of such Owner, such approval will not be required; provided that any structure or improvement so erected or altered conforms to structures erected within the Properties.

#### **D. Appeal**

In the event plans and specifications submitted to the Architectural Control Committee are disapproved, the owner making such submission may appeal the Architectural Control Committee's decision, in writing, to the Board of Directors. The written appeal must be submitted within 30 days from receiving disapproval. The Board shall consider the owner's appeal (at an open meeting of the Board), within 90 days of receiving the owner's appeal. If the owner does not receive the Board's written decision on the appeal, within 60 days after the appeal has been heard (at an open meeting of the Board), the owner's appeal is automatically deemed denied.

#### **E. Enforcement**

Failure to obtain the necessary final, written approval from the Committee, or failure to complete the Improvements in conformity with the plans and specifications approved by the Committee, shall constitute a violation of the CC&R's and may result in the owner being called to a due process hearing before the Board. If the Board finds the owner to be in violation, the Board may require modifications or removal of any work or Improvement at owners' expense.

#### **F. Violations**

All Owners in Hidden Meadows Ranch Homeowners' Association shall have the right and responsibility to bring to the attention of the Committee, any violations of the standards set forth herein.

### **G. Notice of Completion**

Owners shall complete their approved Improvements, excluding initial landscaping plans, within six (6) months of receiving approval from the Committee, unless an extension is granted, in writing, by the Committee or the Board. Upon the completion of any Improvement, construction or reconstruction or the alteration or refinishing of any improvement, or upon the completion of any other work for which approved plans and specifications are required, the Owner shall complete and forward a written Notice of Completion (Exhibit C) to the Committee. The Committee, upon receipt of Notice of Completion may inspect all improvements as stated on Owner's submitted plans.

### **H. Time Limits for Approval**

The Committee's approval is valid for six (6) months from the date of issuance of approval, unless the Committee and/or the Board grant an extension, in writing. Thereafter, the approvals shall expire and Owners must resubmit their application to the Committee for new approval. The Committee is under no obligation to automatically approve a resubmitted application for an application whose approval has expired.

### **I. Inspection**

The Committee has the right to inspect the work and notify the responsible Owner of any Noncompliance with the Committee's approval.

### **J. Noncompliance**

If an Owner fails to remedy the Noncompliance within sixty (60) days after the date of notice from the Committee, the Committee shall notify the Board in writing of such failure. The Board may then call the Owner to a due process hearing. At the hearing, Board shall determine whether there is a Noncompliance and, if so, the nature thereof, and levy sanctions, including, but not limited to, and the estimated cost of correcting or removing the same.

If a Noncompliance exists, the Owner shall remedy or remove the same within a period of 30 days within the time frame set by the Board. If the Owner does not comply with the Board ruling within that period, the Association may proceed with enforcement action against the owner, including, but not limited to, an action for damages or injunctive relief, as appropriate, to remedy the Noncompliance.

### **K. Non-Liability of Architectural Control Committee**

Neither the Association, the Board or the Committee, or members or designated representatives thereof, shall be liable for damages to any Owner submitting plans or specifications to them for approval, or to any Owner in the Community affected by the approval or disapproval by reason of mistake in judgment, negligence or nonfeasance, unless due to willful misconduct or bad faith of the Committee. The Committee's approval or disapproval of a submission shall be based solely on the considerations including, but not limited to, those set forth in Article 7 of the CC&R's, and in Architectural Guidelines as may be promulgated by the Committee from time to time. The Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plans or design from the standpoint of structural safety and conformance with building or other codes.

Neither the Association, the Board or the Committee have jurisdiction to waive any title restrictions, governmental restrictions, easement obligations, setback requirements, special permit conditions issued by the County or any local government, or other applicable documents, which are recorded against the title to an owner's property. In other words, the Committee's jurisdiction is solely limited to reviewing an owner's Application for proposed Improvements, to ensure that the proposed Improvements conform to the Association's Governing Documents, that they are compatible with the standards of the Community, as to quality and workmanship, that the proposed Improvements are compatible and aesthetically consistent with the architectural quality of the Community, and that the proposed Improvements will not depreciate the value of the Community.

An Owner who submits plans and specifications to the Committee shall be deemed to have agreed, by submitting such plans and specifications, that he/she will not bring any action or suit against the Association, its Board or the Committee, for the recovery of damages by reason of the Committee or the Board's approval or disapproval of such plans or specifications.

### **III. ARCHITECTURAL STANDARDS**

#### **A. Structural or Material Additions or Alterations**

All improvements shall conform to the material, colors, character and detailing as established on existing Homesites within the respective Site.

1. Structures in this section shall conform to the original structural style of the existing Homesite.
2. Structures under this section will be stained or painted to match or be complimentary with colors used on its existing Homesite.

#### **B. Landscaping and Other Related Improvements**

No Owner of a Homesite shall make any alteration to the Common Area or Association property, Association maintained easement areas, or plant or replace any landscaping, planting, or other objects within the Common Area Association property (including Association-maintained easement areas) except with the prior written consent of the Board.

Each Owner of a Homesite shall, within one hundred eighty (180) days after requiring title thereto, cause the front, side and rear yards of said Homesite to be fully landscaped, subject to reasonable growing times, and shall thereafter cause all landscaping to be maintained in a neat and orderly manner, replacing any plant material which die or are otherwise destroyed.

All planting of trees, shrubs, and landscaping, and the replacement thereof, shall be done only after approval by the Committee and using only trees, shrubs, and landscaping approved and permissible within the Community.

No weeds, rubbish, debris, objects or materials of any kind, plants or seed infected with noxious insects or plant diseases shall be placed, grown or permitted to accumulate on any portion of a Homesite which renders such portion of the Homesite unsanitary, unsightly, offensive, or detrimental to any Homesite in the vicinity thereof, or to the occupants of any such Homesite, or to the Common Area.

In the event of the default in performance of this provision, the responsible Owner may be called to a due process hearing before the Board to address this alleged violation. If the Owner is found to be in violation, the Owner shall, amongst other things, be required to remove all such weeds, plants, rubbish, debris, objects of materials and do all things necessary to place said Homesite in a neat and orderly condition including the installation of front, side and rear lawns and landscaping, to the reasonable satisfaction of the Committee and/or the Board. Further, the Association can exercise any and all such remedies authorized by the Association's Governing Documents and California law.

### **C. Drainage**

Each grantee of a Homesite within the Community covenants for such Owner, such Owner's heirs, successors and assigns, that such Owner will not in any way interfere with the "established drainage" patterns or create erosion or sliding problems over such Homesite from adjoining or other Homesites within the Community, and that such Owner will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over such Owner's Homesite. "Established drainage" is defined as the drainage that occurred at the time the overall grading of the Community was completed.

### **D. Gutters and Downspouts**

No gutters, downspouts or scuppers to control water shed from roofs shall be installed without prior written approval of the Committee. Such Improvements shall be primed and painted to match the surface color of its appurtenant Homesite. Each Owner shall also ensure that the gutters and downspouts serving his/her Homesite are kept clean and free of debris.

Gutters shall be painted to match the surface to which the gutter is attached so as to blend in with existing material. Permanent drainage systems and/or splashguards must be reflected on landscape plan. All Homesites shall be maintained in such a manner as to cause drainage of water to flow into adjacent streets or existing drainage outlets, and not upon adjoining property.

### **E. Views**

There are no express or implied easements whatsoever appurtenant to any Homesite for view purpose or for the passage of light and air across any other Homesite, or any property not within the Community.

In addition, no Owner shall have any right to the protection of any view that may exist at any time from such Owner's Homesite across any other Homesite or property. Each Owner, by accepting a deed to a Homesite, hereby expressly acknowledges and agrees that any view which his/her Homesite may enjoy as of the date of purchase may be impaired or obstructed by the installation of trees, other landscaping, the construction or installation of Improvements in the Community and/or any adjoining property, and each Owner hereby expressly consents to any such obstruction.

In the event of a dispute between Owners as to the unreasonable obstruction of a view from a Homesite, such dispute shall be submitted to the Committee whose decision in such matters shall be binding. Any such unreasonable obstruction shall, upon request of the Committee, be removed or otherwise altered to the satisfaction of the Committee, by the Owner upon whose Homesite said unreasonable obstruction is located.

If said Owner fails to take such action as required, the Association, the Committee, or their authorized agents or employees, may, but is not obligated to, enter upon such Homesite, rectify the condition, and charge such Owner the cost thereof.

### **F. Fences and Walls**

Each Owner shall maintain the fences and walls installed along the side and rear perimeters of such Owner's Homesite, except to the extent that the Association has responsibility for such maintenance. No alteration of such walls and fences shall be permitted without the prior written approval of the Committee.



Such fences and walls shall be built so as to straddle the boundary lines of a Homesite, and only one fence or wall shall be constructed on the boundary lines of adjoining Homesites. Each Owner shall obtain all necessary permits for such construction and shall comply with all local laws and ordinances in connection with such construction. The cost of construction and maintenance of the fences and walls shall be borne by the Owner thereof, except that the cost of construction and maintenance for fences and walls which straddle boundary lines of adjoining Homesites shall be borne equally by such adjoining Homesites as required by California Civil Code Section 841 (as amended from time to time).

#### **G. Right to Adopt Additional Architectural Standards**

The Board of Directors may, from time to time, adopt and propagate additional Architectural Guidelines to be administered through the Committee. Copies of such additional Architectural Guidelines adopted and promulgated by the Board of Directors and/or the Committee, shall be on file at the office of Hidden Meadows Ranch Property Management. Owners are responsible for ensuring that they have the most current copy of the Association's Architectural Guidelines (and any additional guidelines, adopted from time to time and then in effect at the time of their application) at the time they submit their application for architectural approval.

#### **IV. ARCHITECTURAL GUIDELINES CRITERIA**

##### **Antenna**

Except where authorized by law, no roof mounted or other externally mounted radio and/or television antenna systems shall be permitted within the Community.

##### **Arbors, Gazebos, & Other Structures Unattached (Free Standing)**

1. Freestanding arbors, gazebos, and other detached structures shall be of wood or plastic composite (consistent with wood appearance) construction only with the exception of vertical supports which may be of stucco or masonry.
2. Materials shall be of appropriate proportion and scale.
3. Unacceptable construction material for structures in this section:
  - a) Metal or prefabricated structures of metal;
  - b) Corrugated plastic;
  - c) Corrugated fiberglass;
  - d) Plastic webbing;
  - e) Flammable split bamboo, reed, or straw-like materials;
  - f) Asphalt

These materials are not all inclusive.

4. Horizontal and vertical surfaces shall be stained or painted to match dwelling unit trim or existing stucco color of the dwelling on the Homesite.
5. All free standing overhead arbors, gazebos or other structures shall be (i) open trellis style (minimum of 50% of the total roof area shall be open and equally distributed) or, (ii) solid with roof covered with tiles consistent to the dwelling on the Homesite.

6. Gazebo roofs may be solid if it is determined that it complies with the overall architectural standards of the Community. The gazebo shall be a minimum of ten (10) feet from the existing house and five (5) feet from the side yard and rear yard property fence/wall lines. The gazebo must remain open on all sides and may be no larger than 100' in surface (roof) area.
7. No structures shall extend or be built over Association maintained slope or easement areas.

### **Barbecues – Permanent**

Construction of permanent barbecues requires Committee approval. Portable barbecues may be used, provided that they are located in such a manner to minimize impact on adjacent owners, and if visible from the street, are stored out of sight when not in use.

1. Permanent barbecues are to be located in the rear or side yards only with the permanent barbecue structure to be placed a minimum of five feet (5') from all property line fences / walls.
2. Application is to provide the following information:
  - a) Dimensions;
  - b) Material and color;
  - c) Elevation drawings; and,
  - d) Location of barbecue in relation to the house, adjacent structures, and property lines.

### **Basketball Hoops**

No permanent basketball standards or fixed sports or play apparatus of any kind shall be installed or attached on any dwelling or garage or other structure without prior written approval by the Committee.

### **Dog Houses / Dog Runs**

Construction of dog houses and dog runs requires Committee written approval. Plans should consider the following guidelines:

1. Dog houses and dog runs are to be located in rear or side yards only.
2. Dog houses and dog runs are also to be located out of sight or screened from surrounding property.

### **Exposed Equipment**

Installation of any mechanical equipment, including, but not limited to, air conditioning compressors and swimming pool equipment shall require proper screening and the prior written approval of the Committee. Consideration shall be made with respect to the placement of the equipment, so as to minimize the amount of noise heard from adjacent Homesites.

### **Fences and Walls**

1. Extensions of existing fencing/wall shall conform to the design and material standards established within the Community.
2. Structural framing, an unfinished side of the fence/wall or a fence/wall varying from existing fence/wall standards shall not be visible to any public street, sidewalk, walkway, greenbelt, park, recreation area or neighboring Homesite.

3. Current existing tubular green fencing shall be maintained.
4. No concrete shall be poured against or fill dirt placed against any common area wall.
5. Acceptable materials for fencing and walls:
  - a) Stained Wood (no dog-eared tops); or match existing color scheme of the house.
  - b) Wrought iron (vertical bars). Color must be black or match existing house trim.
  - c) Pre-cast concrete blocks. Color must match existing house colors.
  - d) Glass or Plexiglas.
  - e) Masonry or stucco is acceptable, if materials conform to type, quality, color and character of masonry or stucco used elsewhere in the homes.
6. Unacceptable new fencing or wall materials:
  - a) Aluminum or sheet metal;
  - b) Chicken wire or wire mesh;
  - c) Galvanized, vinyl-coated or plastic chair link;
  - d) Plastic webbing, bamboo, reed, or straw-like materials;
  - e) Corrugated or flat plastic or fiberglass sheets or panels;
  - f) Rope or other fibrous strand elements;
  - g) Split-rail;
  - h) Barbwire

These materials are not all inclusive.

7. New construction of side yard and rear yard fences and gate heights shall not exceed current heights and must meet the following guidelines.
  - a) Fences, which intersect with community wall pilasters, shall intersect below the cap level of the pilaster and not even with the top of the pilaster.
  - b) New yard fences must intersect at an equal or lower height than existing rear, side and/or front fences. For example if you have a five (5) foot rear wall you are limited to a five (5) foot side yard fence. Gates must intersect at an equal height with the connecting wall or fence, although the gate may be higher or lower past the point of connection. All wrought iron gate designs must be reviewed and approved by the Committee, in advance and in writing.
  - c) Side yard fences may not extend more than four (4) feet forward from the front face of the dwelling on the Homesite and may be extended only for the purposes of constructing a single side entry gate.
8. Front yard walls or pilasters shall meet the following guidelines:
  - a) No walls shall exceed four (4) feet in height in the front yard under any circumstance. If adding wrought iron bars or gating to the top of a wall, wall and iron work shall not exceed five (5) feet total in height. All iron design work shall be reviewed and approved, in writing, by the Committee.
  - b) Front yard walls or any other structures shall be no closer than three (3) feet to rear of street curb. Any structures located within an easement area (including, but not limited to, Association maintained easement areas) are subject to removal at the owner's expense.
  - c) Front yard pilasters shall not exceed 4'6" in height if closer than ten (10) feet from the backside of the street curb. If located at least ten (10) feet back from the street curb, pilasters shall not exceed six (6) feet in height.

### **Fire pits / Fireplace (Permanent)**

1. Gas fire pits and outdoor Fireplaces shall conform to County rules and regulations.
2. Gas fire pits and outdoor Fireplaces must be a least five (5) feet from fence, wall or structure.
3. Gas fire pits and outdoor Fireplaces shall be subject to review and approval by the Committee.

### **Flagpoles**

The installation of flagpoles shall be subject to review and approval by the Committee.

### **Landscape/Hardscape**

1. Submittal for landscape plans should specifically note the following:
  - a) Any proposal to use rock, gravel or boulders in the front yards shall be submitted with exact specifications of material, color, size and location.
  - b) Hardscape is defined, as all areas, which are not landscaped. For example, these would be driveways, sidewalks and patios. Specify finish, color and dimensions of all hardscape materials.
  - c) Indicate locations of all structures and provide elevation sketches that include the complete dimensions, materials and finish.
2. Standards to apply:
  - a) Use of ground cover plants that thrive in the community is recommended.
  - b) Hardscape added next to driveway shall be limited to no more than a maximum of six feet (6'). No more than four (4') may be added to one side of the driveway. The driveway shall not be extended for the purpose of parking an additional vehicle, boat, or trailer.
  - c) Total hardscape (excluding original driveway areas) may not exceed 40% of the total front yard area (Hardscape includes areas covered in concrete, rock, mulch, sand, bark, etc.)
3. No figurines, fountains, water features or sculptures shall be permitted in the front, side or rear yard without the prior, written approval by the Committee.
  - a) If visible from any common area, street or adjoining property, the quantity of sculptures or figurines shall be limited to no more than two (2) per front/side yard. The design of a proposed sculpture or figurine shall be neutral in color and consistent with the architecture and landscaping of the home. The height of a sculpture or figurine shall not exceed forty-eight inches (48"). The Committee reserves the right to request removal of any statue or figurine, which is deemed inappropriate by the Committee, in the Committee's sole discretion.
  - b) If visible from any common area, street or adjoining property, a fountain shall be limited to no more than one (1) per front/side yard. The design of a proposed shall be neutral in color and consistent with the architecture and landscaping of the home. The height of a fountain, including any sculpture or figurine shall not exceed six (6) feet. The Committee reserves the right to request removal of any fountain, which is deemed inappropriate by the Committee, in the Committee's sole discretion.

4. Pre-cast planter blocks are prohibited without architectural approval. Planter blocks or materials may extend no higher than three inches (3") inches from ground level, must be natural in color ("scalloped" planter blocks in concrete or brick are prohibited) and must not be any larger than three inches (3") in width.

#### **Lighting – Exterior Walkway and Security**

Exterior lighting requires Committee approval. Plans should consider the following guidelines.

1. Lights are to be directed onto owner's property and screened to prevent light onto adjacent property.
2. Proposed fixtures are to be compatible with owner's house in style and scale.
3. Spot lights with motion/heat sensors are not permitted.
4. All exterior lighting must meet current electrical code(s) at time of installation. (All exterior lighting fixtures visible from the street must be consistent with the architecture of the home.)
5. All additional exterior landscape lighting should be low wattage and not to exceed 40 watts per fixture.

#### **Lighting – Seasonal**

Seasonal, holiday decorative lighting may be installed without prior Committee review and approval. Holiday lights shall be permitted no earlier than Thanksgiving and must be removed no later than January 15<sup>th</sup>. Holiday displays, which, in the opinion of the Committee, create traffic congestion or become an annoyance to adjacent property owners, shall not be allowed.

#### **Painting (Exterior)**

1. If new exterior color is to be the same as the original exterior color, Committee approval will not be required.
2. Samples shall be provided to the Committee for approval if an alternate color is proposed, and must be consistent with neighborhood color scheme.

#### **Patio Covers, Sunshades, and Other Attached Overhead Structures**

1. "Attached Overhead Structures" shall apply to any architectural component that is attached to the house and is visible above the yard fence height. Structures in this section shall conform to the original architectural style of the existing dwelling.
2. Overhead patio covers, and other attached structures shall be of wood or plastic composite (consistent with wood appearance) construction only with the exception of vertical supports, which may be of stucco or masonry.
3. Materials shall be of appropriate proportion and scale.

4. Unacceptable construction materials for structures in this section:

- a) Metal or prefabricated structures of metal;
- b) Corrugated plastic;
- c) Corrugated fiberglass;
- d) Plastic webbing, split bamboo, reed, or straw-like materials;
- e) Asphalt.

These materials are not all inclusive.

5. Structures in this section shall have a form matching existing rooflines.
6. Horizontal and vertical surfaces shall be painted to match dwelling trim or existing stucco color.
7. All overhead patio covers, sunshades or other attached structures shall be (i) open trellis style (minimum of 50% of the total roof area shall be open and equally distributed), or (ii) solid with roof tiles consistent with the home, and shall remain open (no solid walls) on all sides.
8. All sunrooms must have a roof covered with tiles consistent with the home. All details, including materials used, must be reviewed and approved by the Committee, prior to installation.

**Playground Equipment**

1. All playground equipment must be located within a fenced/walled yard.
2. Prior Committee written approval is required for any proposed play equipment that exceeds the height of the fence/wall.

**Room Additions, Eaves, Balconies, Fascias, and Awnings**

1. Structural or material additions or alterations of the exterior of any building shall conform to materials, colors, character style and detailing as established on existing dwellings.
2. No improvement shall exceed the roof height of the existing structure.
3. Exterior stairways are prohibited.
4. Exterior balconies are limited to an eight (8) foot projection from the house and must have direct door access from the dwelling.
5. No structures shall extend or be built over slope areas.

**Satellite Dish**

Unless otherwise permitted by law, the installation of a satellite dish greater than one 36" (3 ft.) is prohibited. External wiring should be discreet and match the color of the house.

**Screen Doors (Front)**

Plans and specifications for the front screen door of a dwelling must be submitted to the Committee for approval. The information provided shall specify the proposed screen door materials and trim, if provided. Screen door should conform to the following guidelines:

1. All front screen doors must be installed within the existing doorjamb or a suitable trim provided which matches existing trim of the dwelling.
2. Multiple panel screen doors are encouraged.
3. Standard brushed aluminum finish is prohibited.

#### **Skylights/Sun Tunnels**

1. Skylight/Sun Tunnel should have low profile dome design that parallels slope of roof for attractive appearance.
2. Installation shall be subject to Committee review and approval.

#### **Solar Energy Equipment**

Unless otherwise authorized by law, plans shall be submitted to the Committee for review and approval, prior to installation. Plans shall include location of panels on roof and conform to the following guidelines.

1. Solar collectors are to be placed flush with and in the same plane as the roof slope. Collectors should be hidden from view when possible.
2. All plumbing lines from collectors to tank must be concealed.
3. Collectors must be non-reflective in nature.

#### **Swimming Pools/Spa**

1. Any part of a pool, spa or exposed equipment shall require prior Committee written approval. Drawings must indicate the location of pool equipment, proposed screening and the means of access for the proposed construction. Equipment must be located a minimum of five (5) feet from side and rear yard fences/walls or structures.

Caution: Pool construction, drainage, and fencing will be required to conform to the appropriate jurisdictional agency's building and health codes.

2. All pool/spa drainage must tie into existing drainage system and is not permitted to drain into landscape areas.
3. All grading spoils must be completely removed from the Homesite or distributed within the Homesite, provided such distribution does not adversely affect the established drainage of the Homesite. No dumping on adjacent areas is permitted.

#### **Tool Sheds**

1. Tool sheds must be designed to a height of no more than 6 feet or equal to the fences surrounding the property, whichever is greater.
2. The location, design and material of the shed are subject to review by the Committee.
3. The tool shed shall be of a color and style compatible with the residence on the Homesite.

## **Conditions Not Included**

Any conditions, proposed improvements or materials not specifically addressed or included within these guidelines shall become a matter of discretionary judgment on the part of the Committee and the Board. Owners are again reminded not to commence the installation of their Improvements without first applying for and obtaining the written approval of the Committee. Owners shall not proceed with the construction of their Improvements while their application for Improvements is pending. Owners who proceed with the installation of their Improvements without final approval risk being required to remove their unapproved Improvements at their own cost.

## **V. GENERAL CONDITIONS**

A. Architectural approval of an Owner's application, plans and specifications does not constitute acceptance of any technical or engineering specifications. The Association, its Board of Directors, nor the Committee accepts responsibility for such. The Committee approves applications based on aesthetic concepts only, i.e. whether the proposed improvement is compatible with the standards and/or architectural quality of the project. Neither the Association nor the Committee makes any representations or judgments as to the soundness of engineering design, appropriateness of building materials used, compliance with local building requirements, and approval as to the Owner's Homesite boundaries or approval as to access and/or encroachments onto the property of another, onto easements or onto the Association's Common Area.

B. An oversight of a Covenant, Condition or Restriction, or a Committee policy does not constitute waiver of that rule and therefore, must be corrected upon notice. Neither the Committee, the Association, nor the Board is responsible for any mistakes in judgment, negligence or nonfeasance arising in connection with the approval or disapproval of any plans or specifications. It is not the duty or responsibility of the Committee to check compliance with any of the covenants, conditions and restrictions. The responsibility is solely that of the Owner and is subject to the approval and enforcement rights set forth in the CC&Rs. In approving an Owner's application, neither Association, the Board nor the Committee assumes responsibility or liability for an Owner's compliance, nor does the Association or the Committee waive its rights to hereafter enforce an owner's compliance.

C. Committee approval does not, in any way, constitute a waiver of any requirements of applicable governmental agencies. All Owners are responsible for ensuring that their proposed Improvements comply with all County building ordinances or other applicable governmental regulations. Building permits may be required for certain proposed Improvements. If your proposed Improvements require a building permit, you (and not the Association) are responsible for obtaining it.

D. Streets may not be obstructed with objects and building materials that are hazardous to pedestrians, vehicles, etc. Items such as, but not limited to, dumpsters, sand and building materials may not be stored on streets, sidewalks, or on Association Property/Common Area. These items must be removed immediately.

E. Any damage to Hidden Meadows Ranch Common Area and/or Association Property (including Association maintained easement areas, plant materials, irrigation systems, etc.) will be replaced or repaired by a Hidden Meadows Ranch contractor or subcontractor. The responsible Owner will be called to a due process hearing before the Board. If the Owner is found to be in violation, all applicable charges for restoration will be charged back to the responsible Owner and shall be due and payable within thirty (30) days from notification or assessment of penalties or within such time period as designated by the Board. Owners are responsible, at all times, for the actions of their contractors, sub-contractors or their tenant's contractors.



F. Approval of plans is not authorization to proceed with improvements on any property other than the Homesite owned by the Applicant. Access for equipment used in construction must be through your property only. Access over Association Property and/or Common Area or any Association-maintained easement area may be permitted (in very limited circumstances) only with the prior written consent of the Board of Directors. The Committee does not have the jurisdiction to authorize access onto Association Property and/or Common Areas, Association maintained easement areas, building-restricted easement areas, all other easement areas, or the property of another, and no Committee approval of any plans should be interpreted as granting such approval by the Committee and/or the Board. If access onto the property of another Owner, or onto Association Property/Common Area, or an easement area is needed, the Owner must show that prior written approval has been obtained.

G. The Association, the Board and the Committee are not responsible for ascertaining the Homesite boundaries and/or locations of easements and other encumbrances on your property or adjacent properties. All Owners are responsible for ascertaining their property's boundary lines and the location of easements (if any), encumbrances (if any) on their property or adjacent properties, which will be affected by the Owner's proposed Improvements.

F. Owners shall not commence or continue with the installation of their Improvements while their Application is pending.

## **VI. NEIGHBOR NOTIFICATION**

It is the intent of the Committee to consult neighbors on any Improvements, which may impact their use and enjoyment of their property. Neighbor approval or disapproval of a particular Improvement shall only be advisory and shall not be binding in any way on the Committee's decision.

### **A. DEFINITIONS: FACING NEIGHBOR, ADJACENT NEIGHBOR, AND IMPACTED NEIGHBOR.**

Facing Neighbor: Means the three (3) Homesites directly across the street.

Adjacent Neighbor: Means all Homesites with adjoining property lines to the dwelling in question.

Impacted Neighbor: Means all Homesites immediately surrounding the area, which would be affected by the construction of any Improvement.

### **B. IMPROVEMENTS REQUIRING NOTIFICATION**

Any exterior improvements that may impact the neighbors in the community.

### **C. STATEMENT**

The Impacted Neighbor Statement (Exhibit "B") must be provided to the Committee to verify that all facing, adjacent and impacted neighbors have been notified about the proposed Improvements.

**(EXHIBIT A)**  
**HOME IMPROVEMENT FORM**

HIDDEN MEADOWS RANCH HOMEOWNERS' ASSOCIATION  
C/O Silverado Community Management Services, Inc.  
973 Vale Terrace Drive, Suite 202  
Vista, CA 921084  
(760) 407-7575

HOMESITE NO. \_\_\_\_\_  
CLOSE OF ESCROW \_\_\_\_/\_\_\_\_/\_\_\_\_

X \_\_\_\_\_  
Homeowner's Signature

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

**SUBMITTAL CHECK LIST** ( Please include the following )

- \_\_\_\_ Home improvement Form (Exhibit A) 3 copies. CLOSE OF ESCROW \_\_\_\_/\_\_\_\_/\_\_\_\_  
\_\_\_\_ Impacted Neighbor Statement (Exhibit B) 3 copies.  
\_\_\_\_ 3 Sets of Drawings – Should include details of size, design, color and materials. Location of drains must be included on drawings. Names of plants should include the common name and not Latin names. Please fold plans to 8 ½ x 11”.  
\_\_\_\_ The initial submittal fee of \$80.00 payable to Hidden Meadows Ranch Homeowners Association.

**PROJECTS BEING SUBMITTED:** ( Please check appropriate items )

**ARCHITECTURAL**

- \_\_\_\_ Awnings  
\_\_\_\_ Deck  
\_\_\_\_ Gazebo  
\_\_\_\_ Green House  
\_\_\_\_ Patio Cover  
\_\_\_\_ Painting  
\_\_\_\_ Rain Gutters  
\_\_\_\_ Solarium  
\_\_\_\_ Pergola  
\_\_\_\_ Addition / Extension

**LANDSCAPE / HARDSCAPE**

- \_\_\_\_ Landscape:  
    \_\_\_\_ Front  
    \_\_\_\_ Rear  
    \_\_\_\_ Side  
\_\_\_\_ Hardscape Only  
\_\_\_\_ Fence(s) / Walls:  
    \_\_\_\_ Front  
    \_\_\_\_ Side  
    \_\_\_\_ Rear  
    \_\_\_\_ Retaining  
\_\_\_\_ Drains

**EQUIPMENT**

- \_\_\_\_ Air Conditioner  
\_\_\_\_ Built-in Barbecue  
\_\_\_\_ Lighting  
\_\_\_\_ Pool & Equipment  
\_\_\_\_ Spa & Equipment  
\_\_\_\_ Swing Set / Playhouse  
\_\_\_\_ Waterfall / Fountain

Other: \_\_\_\_\_

**DO NOT WRITE BELOW THIS LINE ( For Committee Use Only )**

The Architectural Control Committee has determined that the above submittal is:

- Approved                       Approved with Conditions                       Disapproved as Submitted

- ( ) See notes on plans.  
( ) Please see reverse for additional comments.  
( ) Maintain existing drainage pattern or provide alternative drainage method.  
( ) Resubmit patio cover with additional dimensions and elevation.  
( ) Do not pour concrete against existing fence.  
( ) No raised planters against existing walls.  
( ) Submit originally reviewed plans with revised drawings.  
( ) All lighting must be low wattage.  
( ) All new roofing material and angles must conform to existing.  
( ) \_\_\_\_\_ must be painted to match existing stucco or fascia trim.  
( ) Resubmit with more details for \_\_\_\_\_.

COMMENTS:

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

**HIDDEN MEADOWS RANCH HOMEOWNERS' ASSOCIATION ARCHITECTURAL CONTROL COMMITTEE**

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

**(EXHIBIT B)**  
**HIDDEN MEADOWS RANCH HOA**  
**IMPACTED NEIGHBOR STATEMENT**

The attached plans were made available to the following neighbors for review:

|                          |          |      |         |           |       |
|--------------------------|----------|------|---------|-----------|-------|
| <input type="checkbox"/> | Facing   |      |         |           |       |
| <input type="checkbox"/> | Adjacent |      |         |           |       |
| <input type="checkbox"/> | Impacted |      |         |           |       |
|                          |          | Name | Address | Signature | Phone |
| <hr/>                    |          |      |         |           |       |
| <input type="checkbox"/> | Facing   |      |         |           |       |
| <input type="checkbox"/> | Adjacent |      |         |           |       |
| <input type="checkbox"/> | Impacted |      |         |           |       |
|                          |          | Name | Address | Signature | Phone |
| <hr/>                    |          |      |         |           |       |
| <input type="checkbox"/> | Facing   |      |         |           |       |
| <input type="checkbox"/> | Adjacent |      |         |           |       |
| <input type="checkbox"/> | Impacted |      |         |           |       |
|                          |          | Name | Address | Signature | Phone |
| <hr/>                    |          |      |         |           |       |
| <input type="checkbox"/> | Facing   |      |         |           |       |
| <input type="checkbox"/> | Adjacent |      |         |           |       |
| <input type="checkbox"/> | Impacted |      |         |           |       |
|                          |          | Name | Address | Signature | Phone |
| <hr/>                    |          |      |         |           |       |
| <input type="checkbox"/> | Facing   |      |         |           |       |
| <input type="checkbox"/> | Adjacent |      |         |           |       |
| <input type="checkbox"/> | Impacted |      |         |           |       |
|                          |          | Name | Address | Signature | Phone |
| <hr/>                    |          |      |         |           |       |
| <input type="checkbox"/> | Facing   |      |         |           |       |
| <input type="checkbox"/> | Adjacent |      |         |           |       |
| <input type="checkbox"/> | Impacted |      |         |           |       |
|                          |          | Name | Address | Signature | Phone |
| <hr/>                    |          |      |         |           |       |

The neighbors have seen plans I am submitting for Architectural Control Committee approval (see above verification). I understand neighbor objections do not themselves cause denial. However, the Architectural Control Committee may contact neighbors to determine their objections and their appropriateness, if necessary.

**Submitted by:**

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

Address \_\_\_\_\_

Signature(s) \_\_\_\_\_

**(EXHIBIT C)**

**HIDDEN MEADOWS RANCH HOMEOWNERS' ASSOCIATION  
NOTICE OF COMPLETION**

Notice is hereby given that: \_\_\_\_\_

the undersigned is the Owner(s) of the property located at:

\_\_\_\_\_  
(Street & Number)

\_\_\_\_\_  
(County)

The work of Improvement on the described property was COMPLETED on the  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ in accordance with the  
Committee's written approval of the above Owner's plans and submitted package.

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

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