

ARCHITECTURAL AND LANDSCAPING GUIDELINES
FOR
STONEGATE HOMEOWNERS ASSOCIATION
BERMUDA DUNES, CA 92203

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I. INTRODUCTION

One primary reason homeowners choose to become part of a community association is the perception that a community association gives the homeowners better control of the surroundings and environment within which their residence is located. The philosophy of common interest developments provides that when a homeowner finds a desirable neighborhood which appeals to his or her taste with respect to the architecture, landscaping and other aesthetic elements, those appealing elements will be preserved and maintained through architectural control mechanisms provided by the community association's governing documents. The Declaration of Covenants, Conditions, and Restrictions (the "CC&Rs") for Stonegate, provides the authority, rights, and powers of an Architectural Committee to establish reasonable architectural guidelines so that improvements and/or modifications by owners are consistent with Association requirements for maintaining and preserving the surroundings and environment of the community.

Preservation of the architecture, landscaping, and other aesthetic elements of Stonegate has been the guiding principle in establishing these architectural guidelines.

In order to ensure that each lot within Stonegate is developed and maintained in a manner which will be compatible with the total environment and consistent with the Association's CC&Rs and Bylaws, an Architectural Review Committee (the "ARC") has been authorized. (CC&Rs, Article XII, section 2.) The ARC shall include at least three (3) and not more than five (5) members of the Association, as appointed by the Board of Directors of the Association (the "Board").

The objective of the ARC is to encourage excellence in maintaining the Stonegate environment through the application and administration of firm but fair and reasonable standards consistent with the Association's CC&Rs.

II. SCOPE OF ARCHITECTURAL GUIDELINES

The purpose of the ARC guidelines is to:

A. Assist Owners in understanding the regulations and restrictions pertaining to designing and installing architectural and landscaping improvements and/or modifications, and the process by which an application to do so is submitted to the ARC for approval;

B. Provide criteria for the ARC in order for it to make consistent decisions;

C. Assist the Association and Owners in the ongoing process of maintaining the harmonious design and quality in the community;

D. Keep the community attractive for all residents' enjoyment.

Stonegate is a planned unit development of single-family residences. While appreciating that Owners desire to make changes, alterations, improvements, and/or modifications to their properties to suit their individual tastes, in order to pursue the goals of the Association as a whole such changes, alterations, improvements and/or modifications, particularly to elements which can be seen from the street, by abutting properties, or the Common Areas, must be reviewed and approved by the ARC prior to the commencement of any such work.

III. GOVERNING DOCUMENTS

Pursuant to Article XII, Section 3. of the CC&Rs, the Association has authority to require the review of any applications, together with all plans and specifications, for alterations to landscaping and architectural elements and/or improvements to an Owner's residence. Under said Article, the ARC has the authority to approve or deny applications for said alterations to landscaping and architectural elements and/or improvements, which decisions shall be reported to the Board at its periodic meetings.

IV. CATEGORY 1 - - IMPROVEMENTS OR MODIFICATIONS NOT REQUIRING APPROVAL REVIEW

Owners may make minor repairs to the exterior of their residence, paint the interior of their residence any color they desire, and/or improve or alter any interior element, provided such repair, improvement or alteration is in accordance with these guidelines and does not impact or alter the Common Area, any other residence, or any utility or other system servicing the Common Area or any other residence, directly or indirectly.

There are specific incidental elements for which Owners need not seek prior ARC approval or review, however, such elements must still conform to the Association's CC&Rs and established design guidelines and/or criteria for the community. Examples of alterations or improvements to architectural elements not requiring prior ARC approval include, but are not limited to, the following:

A. Bird Feeders: Only two (2) bird feeders per residence (including casitas) are allowed. Bird feeders shall not exceed 12" in any dimension and shall not be placed or hung on exterior walls or in the Common Area or from an element of the Common Area landscape.

B. Wind Chimes: Two wind chimes per residence are permitted. The wind chime shall not exceed 8" in diameter and 18" in length.

C. Window Coverings - Exterior: In order to assist Owners with energy conservation, solar screens, tinted windows, and/or windows with a tinted film application are permitted provided they conform to the following criteria:

1. Regular Window Screens: Regular window screen frames shall match the color of the window frame to which they are attached. Unpainted regular window screen frames constructed of natural and/or bright metal including aluminum are prohibited.

2. Solar Screens: Solar screen frames shall match the color of the window frame to which they are attached. The solar screens shall be black.

3. Tinted windows: Tinted windows may be installed provided such tinting is non-reflective solar guard, solar bronze, silver, or a similar alternative. The tinted window frames shall match the color of the window frame into which they are installed.

D. Window Coverings - Interior: Any interior window covering, including but not limited to sliding glass doors, which are visible from the Common Area are subject to the following restrictions:

1. Paper, aluminum foil and/or reflective insulation are strictly prohibited.

2. The exterior color of any drapes, shades, and/or shutters shall be neutral tone.

For any items other than those expressly listed above or any deviation from the criteria set forth above, an Architectural Approval Request form (Exhibit I) and requisite documentation as listed in the following categories must be submitted for approval review by the ARC.

E. Seasonal/Holiday Decorations: All seasonal/holiday decorations, such as house lights, window displays, window decorating, tree lights, lawn decorations, etc., shall not be permanent. For the December holidays, decorations cannot be installed prior to November 15th, and must be removed no later than January 15th. All other holiday decorations cannot be installed more than 15 days before the holiday, and must be removed 15 days after the holiday.

If an Owner is uncertain as to whether such approval is required, the Owner should consult with the ARC for clarification prior to making the improvement.

V. **CATEGORY 2 - - IMPROVEMENTS OR MODIFICATIONS REQUIRING APPROVAL REVIEW ALTHOUGH PRE-APPROVED**

This category includes only specific changes, additions, alterations, improvements and/or modifications that have been reviewed and pre-approved by the ARC. The Owner must conform to Association's established design standards and/or criteria. Although pre-approved, for administrative purposes an Architectural Approval Request (Exhibit I) for any improvement and/or modification delineated in this Category 2 must be completed and submitted to the ARC **prior** to the commencement of the work.

For any items other than those listed below or for any deviation from the criteria established below, a specific request must be submitted to and approved by the ARC, as outlined in Section VII. Category 3.

Pre-approved improvements and/or modifications requiring applications include, but are not limited to, the following:

A. Atrium Covers (Lattice or Shade Cloth): Lattice style and/or shade atrium covers which alter the structural integrity of the residence or which interfere with roof drainage are prohibited.

B. Misting Systems: Misting systems must be of professional quality and in strict compliance with the Uniform Building Code and County Building Department standards. Any and all piping which supplies water to such a system and which is not attached to the residence must be installed under ground. Any such piping which is attached to a residence must match the color of the surface to which it is attached.

C. Recreational Landscape and Play Structures:

1. Children's recreational equipment, including but not limited to playhouses, forts and swing sets, may be installed within the perimeter of the back yard walls. However, if such equipment exceeds the height of the perimeter wall (which generally interferes with the privacy of adjacent back yards) placement of such equipment shall be restricted to set-back requirements, i.e., 10 feet from the rear wall, and 10 feet from each side wall. All such apparatuses shall be painted a color closely matching the color of the residential structure, and playhouses and forts in particular shall be reasonably screened from view from the common area and adjacent properties, with landscaping. Structures cannot be taller than 12 feet.

2. Pergolas, gazebos, arches, arbors, palapas, cabanas and other such structures which exceed the height of the perimeter walls shall be subject to the same restrictions as those mentioned for children's recreational equipment in sub-section 1. above.

3. Pre-fabricated metal and pre molded plastic storage units are not allowed.

D. Front Door Screens: Screen doors located on the front of a residence must have frames painted to match the color of the existing front door. Heavily constructed “security” screen doors must be in keeping with the architectural integrity of the community and be approved by the ARC.

E. Exterior Heaters: Permanent exterior heaters may be installed under the eaves or overhang on patios, and shall meet all manufacturer’s requirements, Building Code regulations, and all other applicable governmental regulations.

If an Owner is uncertain as to whether approval is required, the Owner should consult with the ARC for clarification prior to making the improvement.

VI. CATEGORY 3 - - IMPROVEMENTS OR MODIFICATIONS REQUIRING APPROVAL REVIEW PRIOR TO INSTALLATION

Except as provided herein, no excavation, grading, construction, alteration, addition, decoration, redecoration, reconstruction or landscaping of an Improvement to a Lot in the Project, or other activity within the jurisdiction of the ARC pursuant to [the Declaration of CC&Rs] shall be commenced or maintained by an Owner (with the express exception of Declarant) until the plans and specifications therefor showing the nature, kind, shape, height, width, color, materials and location of the same shall have been submitted to and approved by the ARC and the County. Declaration of Covenants, Conditions and Restrictions Article XII, Section 3.

This category includes and applies to installation of any original or significantly changed landscape design landscaping and architectural improvements and/or modifications not expressly delineated in the preceding categories.

Examples of Category 3 improvements and/or modifications requiring approval include, but are not limited to, the following:

A. Additions to or expansions of the original structure:

All alterations and/or improvements to the original floor plan of the structure, which increase the livable square footage of the residence, require ARC approval, County of Riverside Building Department approval, and must meet all building code regulations.

B. Additions of casitas and/or guest houses:

Construction of casitas and/or guest houses that are not attached to the original structure require ARC approval, County of Riverside Building Department approval, must meet all design and building code regulations, and are subject to governmental zoning regulations and restrictions.

C. Pools:

The addition of a swimming pool shall be in conformance with all applicable governmental regulations and restrictions, including but not limited to the Swimming Pool Safety Act (Health & Safety Code, Sections 115920 *et seq*), regulations and restrictions promulgated by the County of Riverside, and all Uniform Building Code regulations.

1. Safety: The pool/spa must be equipped with at least one of the following safety features in compliance with California Health and Safety Code Section 115922 *et seq* (the Swimming Pool Safety Act):

a) The pool shall be isolated from access to the home by an enclosure that meets the requirements of Section 115923;

b) The pool shall be equipped with an approved safety pool cover;

c) The residence shall be equipped with exit alarms on those doors providing direct access to the pool and/or spa.

d) All doors providing direct access from the home to the swimming pool shall be equipped with a self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor;

e) Other means of protection, if the degree of protection afforded is equal to or greater than that afforded by any of the devices set forth in subdivisions 1) through 4), inclusive, as determined by the building official of the jurisdiction issuing the applicable building permit.

2. Grading: Pools shall not be constructed so as to modify the positive drainage of the lot.

3. Pool equipment: All pool equipment must be fully screened so as not to be seen from adjacent residences or from the Common Area, and must be located so as to minimize the impact of equipment noise to adjacent properties.

4. Owner/Applicant shall be responsible for all debris removal during the course of construction of the pool as well a total clean-up at the completion of construction.

5. Owner/Applicant shall not dispose of or dump any excavated dirt within the development but shall be responsible for its removal from the development.

6. Owner/Applicant must re-install all rear yard and side yard landscaping at the completion of the installation of the pool.

D. Rear & Side yard Awnings/Patio Overheads:

1. Construction: Awnings may be installed on the rear or side windows of the residence; awnings are prohibited on windows facing the street, unless included in original construction or on approval of the ARC. For rear or side yards, awnings must include a retractable, lateral arm unit and must be mounted on the fascia, fascia board or stucco in such a way as to conform to the manufacturer's installation requirements and recommendations. Patio Overheads must be installed in such a manner as to conform to all applicable building codes and set-back requirements of the County of Riverside.

2. Colors and styles: Backyard Awnings must be a neutral color with a matching 6-inch wide, straight valance and coordinating trim/piping. The awning frame must be light in color, preferably matching the color of the stucco, white, cream, or the color of the exterior flashing. Supplemental hanging and/or drop-down strapping and/or tie-downs are prohibited.

3. Dimensions: Installed awnings must be in conformance with all set-back requirements of the County of Riverside. Awnings may not extend more than ten (10) feet from the building to which they are attached. The awning must be mounted a minimum of eight (8) feet above the patio floor, with a minimum clearance of six feet eight inches (6' 8"). Floor or ground supports for extended awnings are prohibited.

E. Spas/Water Features:

Any water feature visible to the public shall require approval by the Architectural Review Committee. Water features shall be designed as part of the architecture and, if approved, must be maintained at all times.

1. Construction: Pre-cast, molded or self-contained spas and other water features are only permitted within enclosed courtyards, rear yards, or side yards with ARC approval, provided they do not obstruct the positive drainage of the property.

2. Decking: Detailed plans and specifications for spas and/or water features must include the location and description of all decking, as well as grading, lighting, electrical and water supply systems.

3. Equipment Location: All spa/water feature equipment must be fully screened so as not to be seen from adjacent residences or from the Common Area and must be located so as to minimize the impact of equipment noise to adjacent properties.

4. Scale: Water features shall be kept in scale with the house and shall have limited jets, sprays, and surface area, to reduce the loss of water through evaporation.

F. Skylights:

Skylights shall be designed to be an integral part of the roof. Skylight glazing must be clear, solar bronze or gray. White or reflective glazing is prohibited unless the skylight is not visible from the street or any adjacent property. Skylight framing must be bronze, anodized or colored to match the roof in which the skylight is installed. Unfinished aluminum framing is prohibited. Detailed plans, specifications, and drawings of the precise location of each skylight are required. During design and installation, special attention must be paid to the original roof drainage system and design. Owner shall be solely responsible for the costs of maintenance, replacement and/or repair of the skylights.

CAUTION MUST BE TAKEN NOT TO WALK ON ROOFING SURFACES WHICH MAY CAUSE DAMAGE TO ROOFING TILES. CRACKED OR DAMAGED ROOFING TILES MAY CAUSE THE ROOF TO LEAK. WALKING ON ROOFING TILES MAY VOID APPLICABLE ROOF WARRANTIES.

G. Solar Energy Systems:

Pursuant to Article IV section 15 of the CC&Rs, at Stonegate. Solar energy systems are subject to (a) any governmental agency having jurisdiction and (b) the Association, Owners shall have the right to place and maintain solar energy equipment or any other energy saving devices on their lots. The application for Association approval shall be processed by the Architectural Committee in the same manner as an application for approval of an architectural modification to the unit. The Association may impose reasonable requirements in connection with the approval as set forth in California Civil code Section 714.1. Such equipment shall be installed in such location and in such manner as to be obscured from the view of other persons in the Project to the greatest degree practicable without significantly decreasing its efficiency.

H. Solar Tubes:

Solar tube lighting devices on roof surface area shall be in conformance with all applicable governmental regulations and restrictions, and must comply with the following criteria.

1. Solar tube devices installed through the roof must have the flashing around the base of the tube, must have a minimum flange of 8 inches and be made of 24-gauge, full-soldered, galvanized steel.

2. Fastening devices such as nails or screws which pierce the roofing surface are prohibited.

I. Landscape Design Standards:

If a Pool and Landscaping Package option has not been purchased, any portion of the lot not used for buildings, patios, driveways or sidewalks shall be landscaped within one year of the close of escrow. All lots shall be landscaped in accordance with these guidelines and shall be provided with an automatic irrigation system. Modifications to the landscape design, visible to the public or adjacent properties shall require approval by the ARC prior to modifications being made.

1. Prior to construction, stake and flag the location of all underground utilities to avoid the potential for damage. This service is available through "Dig Alert" at 1-800/422-4133.

2. Boulders may be used in the landscape. They shall be sunk a minimum of 1/3 below grade and be in groupings of two or more to appear most natural looking. The boulder color shall match as nearly as possible the color of the materials used to construct the residential structure.

3. Locate shade trees near the house for their cooling effects. Consider deciduous varieties on the south and west sides to access the winter sun to the house and yard.

4. All irrigation shall be installed and working prior to or simultaneously with the installation of any plant material.

5. Multi-trunk trees are recommended for open spaces to add informality to the overall design. Single-trunk trees are recommended for narrow spaces or near structures so that canopies will be higher and circulation unrestricted. Hedgerows of trees are not allowed. Trees should be planted singly or in natural groupings.

6. Plant material in publicly visible areas shall be installed at the following minimum sizes and percent of total front yard landscape:

	<u>Minimum Size</u>	<u>Percent of Front Yard Area</u>
Trees:	2-24" & 1-36" box	
Shrubs:	5 gallon	30% minimum
Groundcovers:	1 gallon	
Turf	Sod/Artificial	60% maximum
Uncovered natural ground		10% maximum

7. Shrubs over three (3) feet in height or trees with a canopy lower than ten (10) feet shall not be permitted within the front half of the front yard, measured from back of curb to a line half way between the back of curb and the face of the building, to allow for visibility along the street (existing streetscape, if any, excluded).

8. Turf shall be contained in a permanent edging or mowing strip to provide clean appearance. To maximize the cooling effects of turf, these areas should be located adjacent to or near the house where they are also easily accessible for recreation and enjoyment.

9. Select plants that are the appropriate size and shape for the yard being designed. Keep the mature size in mind to avoid the need for excessive continual pruning in the future, particularly in narrow side yards.

10. Irrigation:

a) All landscaped areas shall be provided with an automatic irrigation system. Drip irrigation is recommended for trees, shrubs, and groundcovers to conserve water. Bubblers are highly discouraged because flooding of plant beds causes unnecessary water loss. Spray or subterranean systems shall be used for turf areas.

b) Irrigation systems are to be kept in proper working condition to avoid unnecessary loss of water. Owners shall be responsible for adjusting, repairing, and cleaning such systems on a regular basis.

c) The irrigation system shall be designed, and be checked regularly, to ensure that water from emitters or spray heads is not spraying onto walks, driveways, walls, or off the owner's property causing excessive water loss, staining or irrigating areas not designed to receive water (e.g., natural desert areas).

11. Grading and Drainage:

a) Each lot has been graded per applicable grading codes (adopted by appropriate governing agencies) and sound engineering practices employed to provide for adequate drainage of the property. The grade of the lot shall not be changed in any manner which will alter the drainage flow of water away from the structure. Any alteration to the grade of the yard due to landscaping installation shall be carefully considered.

b) Any aesthetic landscape berming shall not direct drainage onto adjacent lots.

c) All berming shall occur within the property boundaries and shall meet existing grade at all property lines. All transitions shall be even and smooth. Berming shall not interrupt the positive drainage flow of the property.

d) Drainage swales shall be designed to minimize run-off velocity to protect the site from erosion.

12. Lighting:

a) Any landscape lighting utilized shall be shielded to prevent nuisance glare onto adjacent properties.

b) Lighting should be automated and controlled by a timer inside the house or by a photo-electric system, and shall be active at all times, including those periods when the house is not occupied.

c) Conceal "uplights" as much as possible by boulders and/or shrubs to decrease their visibility during the daytime. Above-grade fixtures shall not be permitted in turf areas; completely recessed fixtures are allowed.

d) Post light are not permitted.

e) LED lights are not permitted, incandescent or fluorescent only will be used.

13. Maintenance:

a) The Owner shall maintain all plantings in a healthy growing condition. Fertilizer, cultivation, and pruning shall be carried out on a regular basis.

b) Dead and dying plants shall be removed and replaced promptly.

If an Owner is uncertain as to whether approval is required, the Owner should consult with the ARC for clarification prior to making the improvement.

VII. FINES AND PENALTIES FOR APPLICATION VIOLATIONS

The Association has the authority to impose reasonable fines or penalties against an Owner for failing to comply with any provision of the CC&Rs, including an Owner's failure to obtain approval for landscape and architectural change and/or modification through the ARC and the Board.

The maximum amount of such fines and penalties shall be \$1,000.00, in addition to:

A. Reimbursement for any expenses incurred by the Association in curing the Owner's violation of the CC&Rs, including, but not limited to, the tear down and removal of all improvements and/or modifications not pre-approved by the ARC; and

B. Legal fees and costs incurred by the Association to cure the Owner's violation of the CC&Rs.

Additionally, a security deposit in an amount to be set by the ARC shall be remitted to the Association prior to an Owner commencing any improvement. In appropriate situations the ARC may seek the advice of outside consultant(s), including, but not limited to, legal counsel before rendering its decision on an architectural improvement application. The reasonable cost of such services shall be subtracted from Owner's security deposit.

VIII. ARCHITECTURAL APPROVAL PROCEDURE

With Owners' cooperation, the Architectural Review Committee can assure a continuity of design that will help maintain the beauty of Stonegate Homeowners Association homes. The long-term goal is to maintain the harmonious integrity, aesthetics, and ambiance of the community, while still maintaining and enhancing the value of each individual property.

All changes, additions, improvements and/or modifications to the exterior of a residence and/or lot at Stonegate, or any other existing structure on Stonegate property, or in any portion of an Owner's exclusive use Common Area, must be approved in writing by the Architectural Review Committee or, if applicable, by the Board of Directors, before such improvements and/or modifications are made.

A. OVERVIEW.

The following procedures shall apply to all applications to install such architectural improvements and/or modifications:

1. A completed Architectural Approval Request form (Exhibit I) shall be submitted to the ARC. A "completed" application shall include the following:

a) A detailed, written description of the intended improvement including all dimensions, colors, the location, the finish and all other identifying characteristics of the same;

b) A detailed drawing or drawings of the intended improvement, including all dimensions, colors, location, finish and all other identifying characteristics of the same;

c) Proposed starting and completion dates;

d) The name of any contractor and sub-contractor engaged to install the improvement, or a notation that the improvement is to be installed by Owner;

2. A completed Neighborhood Awareness form (Exhibit III) if appropriate;

3. Architectural Improvement Agreement if required;
4. Payment of applicable fees and costs;
5. Copies of all required permits;
6. A meeting of affected Owners regarding the architectural improvement and/or modification, if required by the ARC or the Board;
7. Inspection by the ARC or the Board of any finished improvement.

B. PROCEDURE.

The following detailed architectural approval procedure has been developed to achieve the objectives of the ARC and the Board, and is to be followed in all cases involving any architectural improvements and/or modifications.

STEP 1: ARCHITECTURAL APPROVAL REQUEST (Exhibit I):

Owners may request an Architectural Approval Request form from the either Stonegate Administration Office or the Association Property Manager for any intended improvements and/or modifications that fall within Categories 2 or 3.

STEP 2: SUBMISSION TO ARCHITECTURAL REVIEW COMMITTEE:

1. Determine whether the improvement or modification falls under Category 2 or Category 3. Submit the Architectural Approval Request form to the Association Property Manager.

2. Depending on the improvement and/or modification, the Association may, in addition to the Approval Request, require four sets of any applicable plans, specifications, drawings, manufacturer's brochures, signed construction regulations, and/or other descriptions, and signed comments by neighbors of adjacent lots. Plans shall be in 1/4" scale and of professional quality. Plans must clearly show/define the scope of the requested improvement and/or modification. All plans submitted for the alteration, modification, addition, and/or expansion of a residence that impair/affect the structural integrity of the building, or a mechanical system, or lessens the support of any portion of the structure, must be completed by a licensed architect and/or structural engineer.

3. The majority of Category 3 improvements and/or modifications require an Architectural Improvement Agreement (Exhibit II), properly completed. If an Architectural Improvement Agreement is required, the Association will require evidence of ownership in order to obtain the proper legal description of the property.

For additional information, clarification of the topics, or assistance with preparation of the necessary application and approval documents, contact Personalized Property Management during normal business hours.

STEP 3: FEES AND SECURITY DEPOSITS

The Architectural Approval Request form and accompanying documentation shall first be submitted to the Association's Property Manager, Personalized Property Management. Upon notification that the Request has been approved, Owner shall pay to the Association all required fees and security deposits before construction may commence. Required fees shall include the following:

-- NON-REFUNDABLE FEES --

Application Fee (construction)	\$35.00
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- REFUNDABLE DEPOSITS -

Patio Expansion (with or without wall)	\$ 500.00
Atrium cover	\$1,000.00
Pools	\$1,000.00
Pools and/or Landscaping	\$2,500.00
Additions up to 1500 square feet	\$2,500.00
Additions over 1500 square feet	\$5,000.00
Other architectural improvements and/or modifications will be determined by the ARC on a case-by-case basis	

All deposits shall be paid to the order of Stonegate Homeowners Association and shall be placed in an Association bank account and may be drawn against by the Association for any and all of the following: legal expenses; consulting fees; filing fees; administrative costs; recordation costs; costs to repair any damage to the Common Area caused by the construction of the improvement and/or modification; costs directly related to and necessary for the supervision of the project; costs directly related to the failure to comply with the CC&Rs, Bylaws, rules and regulations pertaining to the Architectural Guidelines of the Architectural Review Committee, and/or the Architectural Improvement Agreement.

ALL APPLICABLE DEPOSITS MUST BE PAID TO THE ASSOCIATION BEFORE CONSTRUCTION COMMENCES.

STEP 4: ARC REVIEW AND APPROVAL

1. The Association's Property Manager will review the forms and documentation from the Owner for adequacy of information and confirm the correct

category of the request. If the request is for a Category 3 improvement and/or modification, the Association's Property Manager will forward the request form with all supporting documentation to the ARC for their review

2. The ARC may determine there is a need to visit the site to understand the scope of the improvement and/or modification. If an application is determined to be incomplete and/or if additional documentation, information or inquiry is required, an Association representative shall contact the applicant in writing as soon as possible. In such an event, an application requiring more documentation or information shall not be deemed "complete" or "submitted." If at any time, a portion of the plans or related documents submitted to the ARC is determined to be ambiguous or fails to provide sufficient detail, the Association reserves the right to require the applicant to submit additional plans for review. In such event, the ARC and/or the Board may withhold approval for that portion of the improvement and/or modification which was not clearly identified until such application has been modified by the Owner to conform to ARC requirements.

3. After it has been determined that all required materials have been received and the application is "complete," the ARC shall review the same and approve or disapprove the request, or apply certain conditions thereto. Requests related to variances from these guidelines shall be forwarded to the Board with the ARC's recommendation.

4. The Board, shall transmit its decision, the ARC recommendation, and the reasons therefore to the Owner at the address set forth in the application as soon as possible, but in no way later than thirty (30) days after receipt of the completed application.

5. The approval by the Board of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Board shall not be deemed a waiver of any right by the Board to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

STEP 5: ARCHITECTURAL IMPROVEMENT AGREEMENT
(Exhibit II)

Following approval by the Board of an Architectural Approval Request which involves a contractor's services, Owner shall:

1. Advise the contractor prior to starting work of the specific conditions and restrictions imposed by the Board associated with the conduct of the work, if any; and

2. Complete and sign the Architectural Improvement Agreement with both the Owner's and Contractor's respective signatures.

STEP 6: PERMITS AND LICENSES

Once the ARC or the Board has approved the application, Owner is responsible for obtaining the proper building permits from the County of Riverside, or other involved agency, and submitting an approved, stamped set of plans to the Association's Property Manager. A copy of the building permit, signed off by the County of Riverside must be received by the Association's Property Manager prior to the commencement of construction. A building permit issued by the County of Riverside must be available for inspection at all times.

If a contractor is used, a copy of the contractor's license showing an expiration date must be submitted to the Association's Property Manager for ongoing reference as appropriate.

A copy of the plan(s), stamped and approved by the County of Riverside and copy of the building permit from the County of Riverside, or other applicable permit, must be provided to the Association before construction commences.

STEP 7: INSURANCE (for all improvements requiring a building permit from the County of Riverside or as required by the Architectural Review Committee)

Upon approval of the application by the Architectural Review Committee, and prior to the commencement of construction, the Owner must also submit to the Management a copy of current certificates of insurance of the contractor (or of Owner, if no contractor is used) for each of the insurance policies enumerated below. All policies of liability protection, bodily injury or property damage, shall specifically include the Association as an additional insured. The insurance certificate and endorsement shall contain an additional stipulation that written notification of any change and/or cancellation of the policy of insurance shall be provided to the Association in writing within 48 hours of such change or within 30 days of cancellation. Said policies of insurance shall include the following limits:

1. Appropriate bodily injury insurance with limits of not less than \$1,000,000 for each person and \$1,000,000 for each accident.
2. Property damage liability insurance with a limit of not less than \$1,000,000 for each incident.
3. Workers' Compensation Insurance for all personnel working on the architectural improvement and/or modification. 1,000,000 minimum coverage required.

STEP 8: DURING AND AFTER CONSTRUCTION

1. Owner shall be responsible for compliance with all guidelines promulgated by the Board, including but not limited to the construction rules.

2. If any improvement and/or modification requires changes to the Common Area landscape, e.g., plant/tree removal, irrigation system adjustments, it shall be Owner's responsibility to contact the Association's Property Manager at least 24 hours in advance regarding the shut off/turn on of common area irrigation systems to accommodate construction. Owner shall be responsible for maintaining and watering all landscape while irrigation is turned off due to construction and is financially responsible for any foliage or turf replacements necessary due to construction.

3. Owner is also responsible for the actions of all contractors, subcontractors, material suppliers and all others ("Invitees") entering the Project under the direction and/or at the request of Owner's contractor. Failure of the Owner's Invitees to comply with the Association's requirements may result in enforcement procedures against the Owner to the extent permitted by the Association's CC&Rs, and the law, including the halting of construction.

4. Owner is responsible for any damage to existing Common Area landscaping, irrigation, or electrical elements, as well as to any other improvements within the project. During construction, if any damage is discovered, Owner shall be responsible for the repair/replacement of such damage within 5 days of receipt of written repair notice from the Association.

5. Owner's shall notify any and all contractors hired by Owner to complete the work of improvement that signs advertising said contractors' company and or business shall not be allowed to be placed in Owner's yard during the course of construction.

STEP 9: COMPLETION NOTICE AND INSPECTION BY ARC

Upon completion of the architectural improvements and/or modifications, as described in the Architectural Approval Request, Owner shall submit a Notice of Completion to the ARC. The ARC shall inspect the work completed within 30 days of receipt of the Notice. The ARC will appoint a Designated Representative to inspect the work of improvement. Upon inspection by the ARC or the Board, any completed architectural improvement and/or modification found not to be in conformance with the plans and specifications submitted to and approved by the Board, shall be considered and treated as an unapproved improvement. The Designated Representative shall report to the ARC and the ARC shall then notify Owner of any noncompliance with the approved plans within 10 days of said inspection, and specify the particulars of such noncompliance.

If there are any deficiencies noted, a hearing before the Board shall be scheduled for not less than 20 days nor more than 60 days after the notification of noncompliance to the Owner. If the Board determines there is a noncompliance, Owner shall be given a reasonable period of time to cure. Should Owner not cure, the nonconforming improvement shall be subject to any and all enforcement mechanisms available to the

Association under the CC&Rs, and at law, to remedy such non-conformance.

STEP 10: RETURN OF SECURITY DEPOSIT

Any security deposit required and paid, and not used by the Board in an effort to have Owner comply with the approved plans and specifications, shall be returned to Owner following the final inspection of the work of improvement and/or modification, less any costs and expenses. The security deposit shall be either refunded to Owner or credited to the Owner's account within 2 weeks upon receipt of the copy of the final County notice of completion or final building inspection.

IX. CONFLICTS

Applicants shall refer to these ARC Architectural Guidelines and to the CC&Rs for a complete understanding of the rules and regulations pertaining to works of improvement and/or modification. If there is a substantive conflict between these ARC Architectural Guidelines and the CC&Rs with respect to changes in and to architecture and landscaping, the CC&Rs shall control.

EXHIBIT I

ARCHITECTURAL APPROVAL REQUEST

Improvement Category: _____ (To be Completed by ARC Member)

Reference: _____ Lot _____ Tract _____ Date Submitted: _____ Date Received: _____

Owner/Applicant: _____

Property Address: _____

Contact Telephone: _____ Other Telephone: _____

Fax _____ E-mail _____

Mailing Address: _____
(If different from property address)

If Applicable:

Architect/Contractor Name _____

Address: _____

Telephone _____ Fax _____ E-mail _____

The following described improvement/modification is proposed and approval is requested in accordance with the procedure outlined in the Association's Architectural Guidelines:

Summary Project Title: _____

Please attach a complete narrative description of the proposed modification and include drawings and specifications as appropriate.

Upon approval of this architectural improvement/modification, Owner/Applicant shall provide:

A. Non-refundable fees for application, recording, legal expenses, consulting fees, filing fees, administration costs, as set forth in the Architectural Guidelines Fee Schedule.

B. A security deposit as set forth in the Architectural Guidelines Fee Schedule.

All fees and deposits shall be paid to the order of Stonegate Homeowners Association and shall be placed in an Association bank account to be drawn against by the Association for any and all of the following: legal expenses; consulting fees; filing fees; recordation costs; administrative costs; costs to repair any damage to the Common Area and/or streets caused by the construction of the architectural improvement; any unpaid fees set forth in Section A. above; or any other costs directly related to and/or necessary for the supervision of the construction of the architectural improvement, as well as to pay for the costs necessary for the Association to bring the architectural improvement into compliance with the CC&Rs and/or the Architectural Guidelines; and payment for any Enforcement Assessment levied in accordance with the Association's enforcement procedure. In the event such fees are not paid, Applicant hereby agrees that such delinquent fees may be collected in the same manner and method as all other assessments are collected, pursuant to the Association's current collection policy.

All applicable deposits must be paid to the Association before construction may commence.

C. All copies of plans and specifications, as enumerated in the Application Procedure within the Architectural Guidelines.

D. Copy of the current certificates of insurance of Owner's contractor (or of Owner, if no contractor is used) for each of the insurance policies enumerated below to the Association, before commencement of work under this Agreement. All policies for liability protection, bodily injury or property damage shall specifically include the Association as an additional named insured. The additional insured endorsement must have both Primary and Non-Contributory wording. The insurance certificate and endorsement shall contain an additional stipulation that written notification of any change and/or cancellation of any policy shall be provided to the Association's Property Manager within 48 hours of such change and shall require thirty (30) days' written notice of cancellation. Said policies of insurance shall include the following limits:

- a. Appropriate bodily injury insurance with limits of not less than \$1,000,000 for each person and \$1,000,000 for each accident.
- b. Workers compensation insurance for all personnel assigned to the project.
- c. Property damage liability insurance with a limit of not less than \$1,000,000 for each incident.

Date: _____

Signature of Owner/Applicant

Signature of Owner/Applicant

(For use by ARC only)

Date submitted: _____

Date approved: _____

Date disapproved: _____

Notice to Owner/Applicant sent: _____

Comments:

Architectural Review Committee

By: _____

EXHIBIT II

ARCHITECTURAL IMPROVEMENT AGREEMENT

Reference _____ Lot _____ Tract _____ Date Submitted _____ Date Received _____

Summary Project Title: _____

Owner/Applicant: _____

Property Address: _____

Contact Telephone: _____ Other Telephone: _____ Fax _____ E-mail _____

If Applicable:

Architect/Contractor: _____

Address: _____

Telephone _____ Fax _____ E-mail _____

OWNER/APPLICANT UNDERSTANDS AND AGREES AS FOLLOWS:

1. The improvement and/or modification described above will be constructed in strict compliance with the approved plans and specifications attached to the Architectural Approval Request submitted to the Architectural Review Committee. Should any changes be required at any time during the project, those changes must be approved in writing by the ARC and noted on the subject application.

2. Owner/Applicant shall indemnify and hold Association harmless from all claims, demands or liability arising out of or encountered in connection with the work of improvement and/or modification, whether such claims, demands or liability are caused by Owner/Applicant, Owner/Applicant's agents or employees, contractors or subcontractors employed by Owner/Applicant for the project, their employees or agents, or caused by any products installed on the project, excepting only such injury or harm as may be caused solely and exclusively by Association's gross negligence or willful misconduct. Such indemnification shall extend to claims, demands or liability for injuries occurring prior to and during installation, as well as after completion, including, but not limited to, all of Owner/Applicant's continuing maintenance responsibilities.

Owner/Applicant shall further indemnify and hold the Association harmless from all liability related to any damage or relocation of existing sprinkler systems, underground utilities, exterior landscaping or any other damage to the Common Area improvements (wherever located) resulting from the installation/construction of the Architectural improvement and/or modification.

3. An application shall be deemed incomplete, and the Architectural Review Committee shall disapprove any and all plans and specifications submitted to it for approval if the Owner fails to pay the required fee(s) and security deposit referenced in the Association's Architectural Guidelines.

4. Owner/Applicant shall comply with the Architectural Guidelines for Stonegate Homeowners Association, the Architectural Improvement Agreement, and the Contractor's Compliance Agreement, if applicable, and shall furnish copies of such documents to any contractor retained or engaged by Owner/Applicant for the work of improvement. Owner/Applicant further agrees that it is Owner/Applicant's responsibility to ensure that any hired contractor also complies with the provisions contained herein, and executes the Contractor Compliance Agreement.

5. Owner/Applicant shall pay all non-refundable application fees and security deposits to Stonegate Homeowners Association as set forth in the Architectural Guidelines in order to process the Architectural Approval Request, the terms of which are incorporated herein by this reference.

6. Upon approval by the Board, Owner/Applicant shall be required to obtain all necessary and proper building permits as required by the County of Riverside and any other governmental agency as appropriate. Owner/Applicant acknowledges that the County of Riverside may not approve any plans which have not yet been approved by the Association's ARC and the Board.

OWNER/APPLICANT SIGNATURE(S)

Print Name

Signature

Date

Print Name

Signature

Date

CONTRACTOR SIGNATURE(S)

Print Company's Name

Authorized Signature

Date

Print Individual's Name

Signature

Date

EXHIBIT III

ARCHITECTURAL APPROVAL REQUEST HOMEOWNER AWARENESS FORM

Improvement Category: _____ (To be completed by ARC Member)

Reference: _____ Lot _____ Tract _____ Date Submitted: _____ Date Received: _____

Summary Project Title: _____

Owner/Applicant: _____

Property Address: _____

Contact Telephone: _____ Other Telephone: _____ Fax _____ E-mail _____

Mailing Address: _____
(If different from property address)

If Applicable:

Architect/Contractor: _____

Address: _____

Telephone: _____ Fax: _____ E-mail: _____

Neighbor Comments:

Comments of the owners of any home adjacent to the property of Owner/Applicant's architectural improvement and/or modification shall be required for any architectural element indicated to require same in the Architectural Guidelines, and for such other improvements as the Architectural Review Committee deems appropriate.

The undersigned, having reviewed the plans and specifications for the above requested improvement, understand that Neighbor Comments do not, by themselves, create approval or disapproval; however, the Architectural Review Committee may contact the undersigned to determine in greater detail, the comments. As neighbors, we indicate below that either:

1. I/We do not object to this improvement/modification; or
2. I/We object and submit the following comments: (Attach separate sheets, as needed)

Name	Address	Comments
_____	_____	_____
_____	_____	_____

Name	Address	Comments
_____	_____	_____
_____	_____	_____

Name	Address	Comments
_____	_____	_____
_____	_____	_____

Name	Address	Comments
Name	Address	Comments
Name	Address	Comments
Name	Address	Comments
Name	Address	Comments

RULES AND REGULATIONS

FOR

STONEGATE HOA

INTRODUCTION

Stonegate HOA, Inc. (the “Association”) was designed and developed to serve as the primary or secondary residence for its owners. The Association’s purpose is to insure that the aesthetic integrity of the original community is maintained. As in any community common rules of courtesy must be observed in order that the common good of the community is served.

The Association is not a condominium. All maintenance of individual property is the responsibility of the Owner. This includes painting, roofs and landscaping. Each Owner is also responsible for their homeowner liability, fire, earthquake, personal property and other insurance. The Association only maintains liability insurance with respect to the Common Areas.

The following is the outline of the Rules and Regulations of the Association that are intended to aid the Owners, their families and guests in determining a reasonable method of conduct. Some of these Rules and Regulations restate and expand upon the provisions of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements of the Association (the “CC&Rs”). If there is a conflict between these Rules and Regulations and the CC&Rs, then the CC&Rs shall govern. However, Rules and Regulations that expand upon the CC&Rs shall not be considered to be a conflict.

Owners are encouraged to review the CC&Rs as well as these Rules and Regulations from time to time to avoid inadvertent violation of the rules of the Association. Capitalized terms used in these Rules and Regulations shall have the same meaning ascribed to them as in the CC&Rs.

These Rules and Regulations may be changed or adjusted, as necessary, from time to time to reflect the needs of the majority of the Owners. Written suggestions for any adjustments to the Rules and Regulations should be brought to the attention of the Association’s Property Manager or the Association’s Board of Directors.

Every Owner is expected to provide a copy of these Rules and Regulations to all authorized Occupants. It shall be the responsibility of every Owner to ensure that their authorized Occupants have read and understand these Rules and Regulations prior to occupancy of the residence and that they comply with them.

The Board of Directors of the Association is authorized to impose penalties and/or fines and to take any reasonable action required to ensure that these Rules and Regulations are properly observed.

The Board of Directors shall have the right to delegate any of its power to regulate and enforce these Rules and Regulations to a committee of the Board of Directors.

I. GENERAL RULES

A. DAMAGE TO COMMON AREA

Any damage caused by an Occupant or their pets to the Common Area is the responsibility of the Owner. The Owner will pay for all costs of repairs, loss or replacement as a result of any such damage, including legal fees and expenses. The Board may specially assess an individual Lot Owner for such costs and repair of damages to the Common Area.

B. EXTERIOR APPARATUS REGULATIONS

Subject to California Civil Code Section 1376 and any applicable decision of the FCC, electrical or telephone wiring, air-conditioning units, antennae, satellite dishes (or any other electronic receiving or broadcasting device), etc., may not protrude through the exterior walls or roof or otherwise be erected on a Lot, unless authorized by the Architectural Committee and the Board. Small satellite dishes of 24" or less may be installed under FCC regulations and approval of the Architectural Committee and the Board of Directors only.

C. EXTERIOR LIGHTING

All exterior lights operated by a photo cell, shall be left in the operating mode at all times to ensure safety and aesthetic beauty to the development.

D. SPRINKLER OVER-SPRAY

Owners are responsible to ensure that their sprinklers do not over-spray into the streets or adjacent Lots. Additionally, Owners need to regulate their irrigation to keep run-off to a minimum.

E. NEWSPAPERS

Owners are asked to pick up their newspapers on a daily basis. If you are leaving town, please make proper arrangements so the newspapers do not accumulate.

F. EXTERIOR CLOTHESLINES

Exterior clotheslines may not be erected and clothes may not be dried outdoors in view of residents or guests.

G. NUISANCES

Illegal, offensive, nuisance or obnoxious actions that interfere with any Occupant's quiet enjoyment, or may impair the structural integrity of any building, are not permitted on the Property. Construction work on the Property may only be done during hours determined by the Architectural Committee and the Board.

H. OWNER'S MAINTENANCE AND REPAIR OBLIGATIONS

Each Owner must maintain the Lot (including improvements) in a neat, sanitary and attractive condition, and is solely responsible for the cost of repairs and improvements.

I. QUIET ENJOYMENT

To ensure quiet enjoyment of the premises, Occupants shall not produce or permit any unreasonably loud noise, loud or unruly children, vibration, music or similar sounds that may emanate from their residence or Lot or from the Common Area. This rule is especially important after 10:00 P.M. and before 8:00 A.M.

1. No occupant shall permit any activity that may interfere with the rights, comfort, safety and convenience of the other occupants.
2. The following is a partial list of activities the violation of which are considered a breach of the Association's right to quiet enjoyment.
 - a. Bicycle riding shall be permitted on paved portions of the Common "Areas only.
 - b. Skateboard and bicycle ramps on the common area are prohibited.
 - c. Permanent basketball hoops are prohibited. Portable hoops are allowed if used on the driveway only and not in the common area. Hoops should be stored when not in use.

The Owner of a Lot shall be responsible for all damages of any type (including legal fees and expenses) that Occupant causes directly or indirectly by any such Occupant or their pets.

J. RESPONSIBILITY FOR GUESTS

Owners are responsible for their actions and those of their authorized Occupants and their pets while on the Property.

K. SIGNS An Owner may advertise a Lot for sale with one (1) standard real estate sign of beige and brown color and display qualities with a maximum face area of six square feet. One (1) small security sign is permitted on a lot within two (2) feet of the home. Signs indicating "Children At Play" should be no taller than two feet, and should only be displayed when children are outside.

L. WINDOW COVERINGS

Newspaper, paper, aluminum foil, sheets or similar unsightly materials may not be used as window coverings.

M. RETENTION BASIN

The mandated purpose of the retention basin is for storm water management. The retention basin was originally built with a steep embankment with loose decomposed granite. Additionally, a dry well is located at the bottom of the retention basin. Use of the retention basin for purposes other than storm water management is potentially unsafe, and could result in damage to the basin, well and component elements. Fencing surrounding the retention basin area indicates that it was never intended to be used as a walkway or community use area. To ensure the health and safety of all Owners, Occupants, and guests, and to preserve the integrity of the area, use of the retention basin (e.g. walking or gathering in the retention basin area) for purposes other than storm water management will be strictly prohibited.

N. SHORT TERM LEASING

Leasing your unit at Stonegate is strictly limited by Article VI. Section 12 of the Declaration of CC&Rs for Stonegate. Section 12 states that no owner shall lease his unit for hotel or transient purposes or lease less than the entire unit. Any lease which is either for a period of less than thirty (30) days OR pursuant to which the lessor provides any service normally associated with a hotel will be deemed to be for transient or hotel purposes, and is strictly prohibited. All executed leases are required to be in writing and a copy is to be forwarded to the attention of the property manager Attn: Board of Directors. Penalties for this rule violation begin at \$1000.00 per occurrence for failure to comply.

II. COSTS INCURRED IN ENFORCING RULES AND REGULATIONS

If an Owner is found not to be in compliance then all costs, including, but not limited to, court costs, reasonable attorney's fees and management fees, including interest at the legal rate then specified, incurred in enforcing these Rules and Regulations and/or the CC&Rs shall be borne by such Owner. Nonpayment of these costs of enforcement may result in a special assessment being levied against the Lot of such Owner and may be collected in the manner set forth in the CC&Rs.

PART 2 – Specific Information

I. ALTERATION OF RESIDENCES

No Homeowner may alter any portion of a Residence or Lot, including the installation of exterior evaporation coolers, which in any way affects the appearance of said Residence or Lot without the express written consent of the Architectural Committee and the Board of Directors. This provision pertains to alterations performed by Owners other than the developer.

II. ARCHITECTURAL AND LANDSCAPING CONTROL RULES

A. ARCHITECTURAL COMMITTEE APPROVAL

As provided in the CC&Rs the Association has an Architectural Committee to review plans to alter or improve existing structures or landscaping or to

construct new improvements. The Architectural Committee has broad powers and authority to enforce the CC&Rs to preserve the harmony and overall aesthetic beauty of the entire community. To insure the proper operation of the Architectural Committee please submit plans early and work with the Committee. The work of the Architectural Committee and the Board of Directors insures that the high quality of the community is maintained for the benefit of all Owners.

No changes may be made without prior approval. All requests to build, construct, alter, change or redesign the existing structure or the addition of a peripheral structure shall not be permitted without the prior written approval of the Architectural Committee and the Board of Directors.

B. ARCHITECTURAL RULES

The Architectural Committee may impose reasonable rules and regulations as a condition precedent to the construction including, but not limited to, providing the Architectural Committee with drawings, details and design drawings. The Architectural Committee may also inspect the Residence and/or Lot and require the proposed project to be completed within a set time frame. The cost of this inspection, at the discretion of the Architectural Committee, must be borne by the Owner seeking approval.

Requests for approval should be submitted to the Association's Property Manager who will forward the request to the members of the Architectural Committee or Board of Directors. The current Property Manager is:

Personalized Property Management
68-950 Adelina Road
Cathedral City, CA 92234
Attention: Jennifer Zeivel
Telephone: (760) 325-9500, Ext 246
Fax: (760) 325-9300

C. NECESSITY OF BUILDING PERMITS

Nothing in this section will allow an Owner to alter or construct a structure without a building permit, if required.

D. RESPONSIBILITY FOR DAMAGES

The Owner will be responsible for all damages caused by the contractor to the Common Area in connection with the architectural/landscaping changes.

E. ENFORCEMENT

Failure to follow the provisions set forth in this section and in the rules of the Architectural Committee and the Board may result in the imposition of fines, special assessments, or legal action.

III. ASSOCIATION'S INDEPENDENT CONTRACTORS AND EMPLOYEES

A. EXCLUSIVE AUTHORITY OF THE BOARD

The Association's employees or independent contractors are agents of the Association as a whole and their direction is provided solely by the Board of Directors through the Association's Property Manager. Employees and independent contractors of the Association shall not be directed in their work by Occupants.

B. PROPERTY MANAGER'S AUTHORITY

All independent contractors of the Association are managed by the Association's Property Manager and any comments regarding their performance or demeanor should be directed in writing to the Association's Property Manager or the Board of Directors.

IV. COMMON WALLS (FENCES)

Owners with a common wall have an equal right to use the wall, with the following provisions:

1. Each Owner has exclusive right to use the interior surface of the wall facing the Residence;
2. Owners may not drive nails, screws, bolts or other objects more than half way through any common wall;
3. Owners may not interfere with the adjacent Owner's use and enjoyment of the common wall;
4. Owners may not threaten or impair the structural integrity of the common wall; and
5. If any portion of the wall (other than the interior surface of one (1) side) is damaged by any cause other than the act or negligence of either party, it must be repaired or rebuilt at the relevant owners' joint expense.

V. DELIVERIES, SERVICE/TRADES PEOPLE

A. SERVICE/TRADES PEOPLE

Service/trades people who violate these Rules and Regulations, or who are found in areas other than those authorized, may be immediately removed from the Property and barred from future access to the Property. Service/trades people are also subject to these Rules and Regulations.

B. INORDINATE NOISE

Work done by occupant or service/trades people which could cause inordinate noise will be done only during the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, except when previously approved by the Board of Directors.

VI. LANDSCAPE AND MAINTENANCE RULES

Any failure by an Owner to maintain landscaping which is the Owner's responsibility, following notice to the Owner, may be maintained by the Association at the Owner's expense. Any unauthorized landscaping is subject to removal, following notice to the Owner, and any expense incurred in removal will be charged to the responsible Owner. Maintenance crews (with the exception of Occupants) are permitted on Lots during the hours of 7:00 A.M. to 6:00 P.M. Excluding Sundays.

VII. PETS

A. GENERAL

Certain rules are necessary to ensure that pets maintained on the premises do not impose a nuisance or burden on other Occupants. Customary household pets may be kept provided they are not kept, bred or raised for commercial purposes and they are kept under reasonable control at all times. NO more than two (2) pets may be kept.

B. LEASH REQUIREMENT

All pets must be controlled by a leash at all times when outside the Lot. Dog owners are also referred to City and County ordinances which provide in part that dogs may not be permitted to run at large "unless the dog is securely restrained by a substantial leash not exceeding six feet in length and is in charge and control of a person competent to keep the dog under effective control." No unattended pets shall be allowed to be tied up in the front or rear yard or patios at any time. All damage to the Common Area caused by any animal is the responsibility of the Owner. Pets are only allowed in the Common Areas (but not on any landscaped portion of the Common Areas) and shall not be permitted to enter upon the Lot of any Owner without the prior permission of such Owner.

C. NUISANCE

If any pet creates a continual nuisance to other Occupants by barking or some other manner, the Board of Directors may permanently disallow the residence of the pet in the Property.

D. PET WASTE

Owners must prevent their pets from soiling all Lots and Common Areas. Owners are responsible for any required clean up. Dog owners are also referred to County of Riverside ordinances which provide in part that no dog owner shall knowingly fail, refuse, or neglect to clean up any feces of the dog immediately and dispose of it in a sanitary manner whenever the dog has defecated upon public or private property.

VIII. VEHICLES AND PARKING

A. SPEED LIMIT

Speed limit within the complex is fifteen (15) mph maximum.

B. COMMERCIAL AND RECREATIONAL VEHICLES

Buses, large trucks, trailers, campers, boats, mobile homes, recreational vehicles, inoperable vehicles, or any vehicle the Board of Directors deems a nuisance, are not permitted unless parked wholly within a garage with the doors closed. Restoring or repairing vehicles on the property is not permitted unless done completely inside the garage with the garage doors closed. Per County of Riverside ordinance, Campers and recreational vehicles may be temporarily stored in the street in front of your house for a maximum of 4 days per month and no longer than 48 hours at a time. Storage in the street is limited to loading and off loading of equipment and supplies only.

C. MOTORCYCLES

Motorcycles and like vehicles are permitted in the Common Area for ingress and egress only and are to be parked in the garage at all other times. All motorcycles and like vehicles, as well as operators, must be licensed and insured in accordance with California law and the Department of Motor Vehicle Code.

D. PARKING

No parking is permitted in safety zones, by fire hydrants, in front of mailboxes or in any manner that impedes mail delivery.

1. Occupants' automobiles shall be parked in garages or driveways only. Garage doors may not be left open except as temporarily necessary or while used for entering or exiting.
2. On-street parking is limited to guest vehicles not to exceed 72 hours in one seven (7) day period. Exceptions to this rule require prior approval by the Board of Directors.
3. Temporary overnight parking of commercial vehicles is prohibited without prior permission of the Association's property management.
4. All vehicles or other items parked or stored in violation of the rules will be subject to immediate tow away or such other action deemed necessary by the Board of Directors or the Property Manager. All costs incurred, including attorneys' fees, will be charged to the owner of the unauthorized vehicle and/or the Owner of the applicable Lot.
5. The Association, acting through the Board of Directors, reserves the right to issue warnings, which may be written or verbal, and fines when appropriate, but the issuance of such warnings shall not constitute a condition prior to the removal of any vehicle, parked or stored or in violation. Fines may be issued, when appropriate without prior notice or warning.

6. No vehicle may be double-parked. Any unattended vehicle which is double-parked may be towed without notice.

D. NOISE

No blowing of horns, racing of engines, loud vehicle mufflers, loud car or golf cart radios or similar noise is allowed.

E. ENFORCEMENT/WARNING

The Association has the right to fine, specially assess for costs incurred in compelling compliance of these Rules and Regulations, take legal action and tow vehicles of those who violate the provision of this section.

IX. TRASH AND REFUSE

A. GENERAL

Weeds, rubbish, debris, objects or materials that are unsanitary, unsightly or offensive are not permitted on the property. Driveways must be kept clean and free of oil and rust stains.

B. RUBBISH CONTAINERS

Rubbish or storage containers, woodpiles, machinery, equipment and other unsightly objects are prohibited to be visible from the other Lots or the Common Areas.

C. COLLECTION

Rubbish containers may be placed temporarily for pick up not to exceed 24 hours before and after scheduled trash collection hours, except with Board approval.

PART 3 – Procedures

ENFORCEMENT OF RULES

Once an Owner gives the Board of Directors a written complaint that a rule has been violated, the Board will investigate the allegation and may take action against the offending Owner or Occupant. This includes, but not limited to, fining, specially assessing, when appropriate, or instituting legal action. However, nothing in this section obligates or requires the Board of Directors or authorized committee to take any action against an individual Owner or Occupant. The Board of Directors, in making this decision, will determine the costs and benefits of taking such action.

A. DUE PROCESS

Prior to the imposition of any fine or suspension of rights, the violator shall be given written notice with opportunity to appeal to the Board of Directors.

B. ENFORCEMENT GUIDELINES

Generally, though not necessarily, the Association will adhere to the following schedule:

1. First Offense: Warning notice of violation and request to correct.
2. Second Offense: Notice or hearing and possible \$100.00 fine.
Suspension of voting privileges.
3. Third Offense: Possible \$250.00 fine.
4. Fourth and continual Offense: Notice of \$500.00 fine and will continue every 30 days or until violation ceases.

Effective May 24, 2006

Stonegate HOA

Updated January 27, 2009

Updated May - 2011

STONEGATE BERMUDA DUNES HOMEOWNERS ASSOCIATION

SUMMARY OF POLICIES AND PROCEDURES OF LIEN RIGHTS AND OTHER LEGAL REMEDIES FOR DEFAULT IN PAYMENT OF ASSESSMENTS

(Updated: Civil Code Reference Changes Effective January 1, 2014)

(Revised: May 2015)

1. Regular and Special Assessments. Regular assessments are due and payable, in advance, on the first day of each month. If imposed, special assessments shall be due and payable on the due date specified by the Board. Assessments, interest, late charges, collection costs and reasonable attorney's fees, if any are imposed, are the personal obligation of the person who is the Owner of the subdivision interest at the time when the assessment or other charge fell due.

2. Late Charges. Regular and special assessments are delinquent fifteen (15) days after they become due. A late charge of ten dollars (\$10.00) will be applied if payment in full of any assessment is not received fifteen (15) days after the payment is due.

3. Interest. Interest at the annual rate of ten percent (10%) may be charged on all sums due that are thirty (30) or more days delinquent.

4. Additional Charges, Costs and Attorneys Fees. Pursuant to *Civil Code* § 5650(b) the Association is entitled to recover reasonable collection costs, including reasonable attorney's fees, incurred in connection with collection of delinquent assessments. Costs may include, but are not limited to, publication, recording, posting, service and mailing.

5. Application of Payments on Delinquent Assessments. Payments received on delinquent assessment accounts will be applied first to the regular or special assessments owed, and then applied to interest, late charges, collection costs, administration fees, attorney's fees, reimbursement assessments, and any other amount due to the Association in connection with collection of delinquent assessments.

6. Pay or Lien Letter. Any Owner who is more than thirty (30) days delinquent in the payment of his or her assessments may be referred to the Association's management company or the Association's attorney for collection and will receive a pay-or-lien demand letter, via certified mail. The letter will be sent at least thirty (30) days prior to a Notice of Delinquent Assessment Lien ("Lien") being recorded against the delinquent Owner's property, and will notify the Owner of record in writing of the following pursuant to *Civil Code* § 5660(a)-(f):

- (a) A general description of the collection and lien enforcement procedures of the Association and the method of calculation of the amount;
- (b) An itemized statement of the amounts owed, including delinquent assessments, fees and reasonable costs of collection, reasonable attorneys fees, late charges and interest charges, if any;

- (c) The Owner's right to inspect the Association's records to verify the debt;
- (d) The Owner's right to request a meeting with the Board of Directors, as set forth below;
- (e) That the Owner will not be liable for late charges, interest and costs of collection if it is determined that the assessment was paid on time to the association.
- (f) The Owner's right to dispute the debt by submitting a written request for dispute resolution to the Association pursuant to its meet and confer program (known as Internal Dispute Resolution or IDR) pursuant to *Civil Code* § 5910;
- (g) The Owner's right to request Alternative Dispute Resolution (ADR) with a neutral third party pursuant to *Civil Code* § 5935 before the association may initiate foreclosure against the Owner;

7. **Owner's Dispute of Debt/Request For Meeting With Board Prior to Lien/Commencement of Small Claims Lawsuit.** Pursuant to *Civil Code* § 5660 (a)-(f) and *Civil Code* § 5658, the Owner has the following rights:

- (a) **Meet and Confer.** Prior to recording a lien, the Association shall offer and, if so requested by the Owner, to participate in dispute resolution pursuant to the Association's meet and confer program (known as Internal Dispute Resolution or IDR) pursuant to *Civil Code* § 5910;
- (b) **Request to Meet With Board to Discuss Payment Plan.** The Owner may submit a written request to meet with the Board to discuss a payment plan for the debt owed. The Association will provide any standards it has adopted regarding payment plans to Owners. The Board will meet with the Owner in executive session in conjunction with a regularly scheduled Board meeting, within 45 days of the postmark of the request, if such was mailed no later than 15 days after the postmark of the pay or lien letter. If there is no regularly scheduled Board meeting within that period, the Board may designate a committee of one or more members to meet with the Owner.
- (c) **Payment Under Protest and Commencement of Small Claims Action.** In addition to pursuing dispute resolution pursuant to *Civil Code* § 5910, pursuant to *Civil Code* § 5658, the Owner may pay under protest the disputed amount and all other amounts levied, including any fees and reasonable costs of collection, reasonable attorney's fees, late charges, and interest, if any, and may thereafter commence an action in Small Claims Court provided the amount in dispute does not exceed the jurisdictional limits of that Court.

- 8. Partial Payments:** Owners may make partial payments without a written payment plan as described in paragraph 7 above; provided, however, that any such partial payment shall:
- a. Not stop any collection action;
 - b. Not invalidate any assessment lien already filed;
 - c. Not stop an already existing non-judicial foreclosure action;
 - d. Not obviate the obligation to pay all collection fee and costs inclusive of late charges, interest, management fees/bookkeeping fees, title charges, lien fees and costs, trustee's fees and /or attorney's fees; and
 - e. Further require (due to the additional bookkeeping and other administrative expenses incurred with a partial payment) that any Owner who submits a partial payment (without an approved payment plan as described in paragraph 7 above) will incur an administrative expense for each partial payment tendered and received by, or on behalf of the Association.
- 9. Lien/Notice of Delinquent Assessment.** If the delinquent Owner does not bring their account current within thirty (30) days of the pay-or-lien demand Letter, and unless a dispute over such debt has been resolved or a payment plan has been entered into as set forth above, a Lien will be recorded against the Owner's property upon a majority of the Board voting to approve recording the Lien in an open meeting. The Board shall record the vote in the minutes of that meeting. Confidentiality shall be maintained by identifying the property by parcel number in those minutes. The President or other person designated by the Association, including the Association's managing agent or the Association's legal counsel, shall sign the Lien. The Lien shall include an itemized statement of the charges included in the amount of the Lien including the delinquent assessments and all other sum owed, such as late charges, costs and reasonable attorneys fees, a legal description of the property, the name of the record Owner, and the name and address of the trustee authorized to enforce the Lien by sale. A copy of the itemized statement of charges shall be recorded with the Lien.

A copy of such Lien will be mailed to the every person whose name is shown as an Owner of the separate interest in the Association's records within 10 days of the date the Lien is recorded. Upon receipt of a written request by an Owner (mailed in a manner indicating the Association has received the same such as by certified mail) identifying a secondary address to which the Owner wishes collection notices to be sent, the Association shall also send additional copies of any required collection notices to such secondary address. The Lien is subject to non-judicial foreclosure, and the property may ultimately be foreclosed upon and sold without court action to satisfy the debt owed. Reasonable collection costs incurred in connection with preparing and recording the Lien may be included in the amount of the Lien.

- 10. Dispute of Charges After Lien.** Prior to initiating foreclosure for delinquent assessments, the Association shall offer the Owner and, if so requested by the Owner, shall participate in the Association's "meet and confer" program (known as Internal Dispute Resolution or IDR) pursuant to *Civil Code* §5910, or Alternative Dispute Resolution (ADR) with a neutral third party pursuant to *Civil Code* § 5935. The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the Owner (binding arbitration not available if the Association pursues judicial foreclosure.)

- 11. Foreclosure.** If the delinquent Owner does not bring their account current after the Lien has been recorded, and after the foregoing offers of dispute resolution have been presented, a majority of the Board may vote to initiate foreclosure on the Lien in an executive session meeting of the Board. The

Board may only authorize foreclosure on a Lien for those regular or special assessments which are of an amount equal to or exceeding one thousand eight hundred dollars (\$1,800) exclusive of late charges, fees, costs of collection, attorney's fees and interest, or which are more than twelve (12) months delinquent. The Board shall record the vote in the minutes of the next meeting of the Board open to all members. Confidentiality shall be maintained by identifying the property by parcel number in those minutes.

The Board shall also vote to approve foreclosure on a Lien which vote shall occur at least thirty (30) days prior to any public sale of the Owner's separate interest property. The Board shall deliver notice of the decision to foreclose by personal service on the Owner or the Owner's legal representative, and by first class mail, postage pre-paid to non-occupant Owners at the most current address shown on the association's books. These limits do not apply to timeshares or assessments owed by developers.

Non-judicial foreclosure will then be commenced by the Association's law firm pursuant to the CC&Rs, and *Civil Code* §§ 5700(a), 5710(a), 5735, and 5710(c)(1)-(2) and 2924, *et seq.* as follows:

- (a) "Initiate Foreclosure"-Notice of Default and Election to Sell ("NOD"). A Notice of Default and Election to Sell (NOD) will be recorded with the County Recorder's Office which puts the property into foreclosure. The Association cannot continue with the non-judicial foreclosure on the property for ninety (90) days from the date the NOD is recorded. The delinquent Owner is responsible for all fees and costs incurred to initiate foreclosure in addition to the delinquent assessments, late charges and interest.
- (b) "Approve Foreclosure"- Notice of Sale (NOS). If the delinquency is not cured within ninety (90) days of the NOD being recorded, and upon receipt of approval and authorization of the action by the Board pursuant to a vote, the attorney will proceed by recording, publishing and posting a NOS. The delinquent Owner is responsible for all fees and costs incurred to prepare, record, publish and post the NOS, in addition to the delinquent assessments, late charges and interest.

12. Payments After Lien. Owners shall not send any assessment payments to the Association once the matter has been turned over to the Attorney for collection; such payments shall only be accepted by the law firm. Any payments delivered to the collection agent shall be forwarded to the attorney's office; the attorney shall then release the lien if payment in full was made by the delinquent Owner. A charge for attorneys' fees shall be charged to the Owner at this stage (pursuant to *Civil Code* §5650(a)).

13. Redemption. An Owner may redeem the property foreclosed upon by the Association by paying all amounts due and owing within ninety (90) days of the date of the foreclosure sale.

14. Lawsuit. The Association may, at any time, determine to file a personal lawsuit against the delinquent Owner to recover all delinquent charges pursuant to relevant law. All costs and attorneys fee in connection with the lawsuit, in addition to the delinquent charges and other collection costs, will be sought from the delinquent Owner.

15. Release of Liens Upon Payment. Within twenty-one (21) days of payment in full of all delinquent assessments and charges, or if it is determined that a Lien previously recorded was recorded in error, the attorney will prepare a Release of Lien which will be recorded by the County Recorder's Office, and will provide Owner with a copy of such release or notice that the delinquent assessment has been satisfied.

16. Payment Receipts/Overnight Payment Location. Owners can request a receipt from the Association which shall indicate the date of payment and the person who received it. Any request for a receipt of payment must be submitted directly to the Association's business address (separately from any actual payment). Overnight payment of assessments may be sent/delivered to the following address:

Stonegate Bermuda Dunes Homeowners Assn.
c/o Personalized Property Management
Attn: Accounts Receivable
68-950 Adelina Road
Cathedral City, CA 92234
(760) 325-9500

STONEGATE HOMEOWNERS ASSOCIATION



*The Coachella Valley's Community
Management Company*

68950 Adelina Rd.
Cathedral City, CA 92234
Phone: (760) 325-9500
Fax: (760) 325-9300

Extract from California Civil Code section 5730 Notice Regarding Assessments and Foreclosure

NOTICE ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as non-judicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or non-judicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or non-judicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 Part 5 of Division 4 of the Civil Code. When using judicial or non-judicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive)

In a judicial or non-judicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use non-judicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (Sections 5725 of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with Section 5650) Chapter 8 of Part 5 Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 5655 of the Civil Code)

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist. (Section 5665 of the Civil Code)

The board of directors must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform to the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code)

STONEGATE HOA

Fine Enforcement Policy – Approved 10/10/19

A. In the event of an alleged violation of the Association's CC&Rs, Bylaws or Rules and Regulations ("Governing Documents") by an owner or an owner's family member, guest, invitee, agent, or tenant, the Board of Directors or a Hearing Committee appointed by the Board will generally follow the enforcement procedures outlined below. However, when the circumstances warrant, the Board may take more immediate action, such as noticing a hearing without first sending a violation letter, or initiating an action in the Superior Court, to secure an owner's compliance with the Governing Documents.

B. Violation Letters. The Association may first send a courtesy violation letter to the owner. This letter shall advise the owner of the nature of the violation and the specific section(s) of the Governing Documents violated. The letter shall provide a deadline (typically 15 to 30 days, depending on the nature of the violation) by which the owner must cure the alleged violation, and shall inform such owner that a failure to comply by the deadline may result in fines, other penalties, or other legal action as necessitated by the circumstances and nature of the violation. The Association may send a second, or third violation letter to the owner, before proceeding with a Notice of Hearing.

C. Notice of Hearing. If the Violation Letter does not result in compliance by the stated deadline, a Notice of Hearing may be sent to the owner advising the owner that a hearing before the Board of Directors, or a Hearing Committee, will be held in connection with the violation. In its discretion, the Board may immediately send the Notice of Hearing to an owner, without first sending an initial violation letter. The Notice of Hearing shall be mailed at least ten (10) days before the hearing and will advise the owner of:

1. The date, time and place of the hearing;
2. The nature of the dispute/violation, with references to provisions of the Governing Documents that have been violated;
3. The necessary corrective action;
4. The disciplinary measure or measures that may be imposed, including, without limitation, the potential for the imposition of a fine on a continuing daily, weekly or monthly basis;
5. The owner's right to attend the hearing and address the Board or Hearing Committee;
6. The owner's right to present oral and written evidence and to confront and cross-examine adverse witnesses; and
7. The owner's right to have counsel present.
8. The owner's right to request the inspection and production of documents or other items by applying to the Association in writing at least two (2) days before the hearing date.

D. Hearings. Hearings will be conducted in executive, or closed, session. The owner shall have an opportunity to present his or her case for a maximum of 15 minutes. The Board or Hearing Committee shall then take the matter under submission and notify the owner in writing of the Board's or Hearing Committee's determination, and the reasons for any disciplinary measures imposed, within fifteen (15) days. Any disciplinary action may take effect no sooner than five (5) days after the hearing.

E. Disciplinary Actions. The Board or Hearing Committee may take one or more of the following actions, in addition to any others provided for by the Governing Documents, California law and/or as necessitated by the facts and circumstances of the particular matter:

1. Levy a fine or fines, in accordance with the Fine Schedule. Continuing violations, such as, without limitation, an ongoing noise violation, may result in consecutive daily, weekly or monthly fines for as long as the violation continues.

2. Suspend the owner's voting rights and rights to use the recreational facilities. Any suspension of an owner's rights as a member shall be for the period during which any Assessment owed by the owner remains unpaid and delinquent, or for so long as any other type of violation continues.

3. Levy a Special Assessment. Levy a Special Assessment to reimburse the Association for expenses incurred if maintenance, repair or replacement of any Maintenance Property or Common Area is necessitated by the willful or negligent act of an owner or an owner's guest, family member, tenant or invitee.

4. Removal of Vehicles. The Association may cause the removal of any vehicle that is parked or maintained in the community in violation of the Governing Documents.

F. Right to Appeal from Hearing Committee Decision. If a disciplinary measure is imposed on an owner by the Hearing Committee, the owner may appeal the decision to the Board of Directors. The Board shall hear the appeal in executive session and make a determination whether to affirm, reverse or modify the decision of the Hearing Committee. The notice of appeal must be submitted in writing or via e-mail to the management company within thirty (30) days of the date of the letter advising the owner of the disciplinary measure. The Board shall act on the appeal within thirty (30) days of receipt of the notice of appeal.

FINE SCHEDULE

Reasonable fines for first-time violations shall be levied in accordance with the following schedule:

Hazardous Activities in Violation of any Governing Documents (Risk or Harm to Person or Property)	\$250.00
Maintenance of any "Prohibited Vehicle" as defined in the CC&Rs, e.g., RVs, commercial vehicles, vehicles with more than two axles. (See CC&Rs, Sec. 7.4.2.)	\$500.00

Unauthorized Improvements to Property	\$250.00
Construction that does not conform to plans submitted to and approved by the Architectural Committee	\$500.00
Failure to Maintain Landscaping	\$250.00
Failure to Maintain Residence in Good Condition and Repair	\$500.00
Use of Lot or Residence for Commercial Purposes in violation of Section 7.1 of the CC&Rs	\$500.00
Allowing a dog off leash	\$100.00
Failure to pick up after pet	\$100.00
Any Violation Not Specifically Mentioned	Up to \$500.00
Rental of your home for under 30 days	\$1000.000 Each Occurrence

Continuing Fines for Continuing Violations: The Association's notice of hearing may provide that the Board or Hearing Committee will consider imposition of the fine on a continuing daily, weekly or monthly basis. If such a continuing fine is imposed after notice and hearing, the responsible owner will be liable for the amount of the fine imposed for each day, week or month, as appropriate, that the violation continues unabated. Owners subject to a continuing fine are responsible for notifying the Association promptly upon bringing their property into compliance so that the Association can confirm that the owner has cured the violation and otherwise come into compliance and halt future recurring fines.

Increased Fines for Repeated or Continuing Violations: Fines for continuing or repeated violations may be increased at the discretion of the Board or Hearing Committee, following notice and a hearing, up to \$1,000.00 each. Four or more related or unrelated violations assessed to a single Lot in any 12-month period may result in an additional fine of up to \$500.00 at the discretion of the Board of Directors or Hearing Committee, following notice and a hearing.

Collection of Fines: The Board may collect unpaid fines through Small Claims Court actions or other available means.

STONEGATE HOMEOWNERS ASSOCIATION



*The Coachella Valley's Community
Management Company*

68950 Adelina Rd.
Cathedral City, CA 92234
Phone: (760) 325-9500
Fax: (760) 325-9300

ALTERNATIVE DISPUTE RESOLUTION

Beginning January 1, 1994, California law provides that when the owner of a separate interest (a Homeowner) or the common interest development (CID)/association brings an action:

- a) solely for declaratory relief or injunction relief; or
- b) either of those in conjunction with a claim for monetary damages; (Other than Association Assessments, not to exceed \$5,000)
relating to the enforcement of the governing documents of the association,
they shall endeavor to submit the matter to alternative dispute resolution (ADR).

What this means, in general, is that in those prescribed types of disputes, before filing a lawsuit, an attempt must be made to settle. This must be done in a semi technical manner. The method of beginning the attempt at ADR is to serve on the opposing party a Request for Resolution. With certain exceptions, the law requires a certificate be filed with any civil action, certifying compliance with the above stated requirements.

Please be advised that the statement above is intended to be only the broadest of interpretations and merely to advise that such a law exists. There are a number of other factors involved, including attorney's fees; arbitration or mediation costs; and the results of not conforming to this law (*Civil Code § 5925 through 5965*).

The California legislature has also provided that each year your Association must send out a summary of this law and that summary must specifically include the following excerpt of the law:

"Failure by any member of the association to comply with the pre-filing requirements of § 5930 of the *Civil Code* may result in the loss of your rights to sue the association or another member of the association regarding enforcement of the governing documents".

As you can see, failure to comply with this law may prejudice your rights. We strongly urge each one of you to carefully read the statute and consult with an attorney prior to commencing any litigation regarding the enforcement of the governing documents.

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INTERNAL DISPUTE RESOLUTION PROCEDURE

The California Legislature has adopted new regulations codified in *Civil Code Sections 5900 through 5920*, which require Associations to adopt fair, reasonable and expeditious dispute resolution procedures, effective January 1, 2005. This is separate and apart from, and precedes, the formal ADR (Alternative Dispute Resolution) requirements set forth in *Civil Code Section 5925 through 5965*. The Association has adopted the following procedures as required under such law:

1. The Association or an Owner may invoke the procedures herein by submitting a request to the other to meet and confer in an effort to resolve any existing dispute. The request must be in writing.
2. An Owner may refuse a request to meet and confer made by the Association with the understanding that further enforcement action may be taken if the dispute is not resolved. The Association may not refuse a request by an Owner to meet and confer.
3. The Association's Board of Directors shall designate a Board member to meet and confer with an Owner.
4. The designated Board member and the Owner shall meet promptly at a mutually convenient time and place. The parties shall explain their positions to each other and attempt, in good faith to resolve the dispute.
5. Any resolution of the dispute agreed to by the parties shall be set forth in writing and signed by the Owner and the designated Board member on behalf of the Association.
6. An agreement reached under this procedure is binding on the Owner and the Association and is enforceable in court if both of the following conditions are met:
 - a. The agreement is not in conflict with law or the Association's governing documents.
 - b. The agreement is consistent with the authority granted by the Board of Directors to the designated Board member or is ratified by the Board.
7. Owners will not be charged a fee to participate in this process.

RULES AND REGULATIONS

FOR

STONEGATE HOA

INTRODUCTION

Stonegate HOA, Inc. (the "Association") was designed and developed to serve as the primary or secondary residence for its owners. The Association's purpose is to insure that the aesthetic integrity of the original community is maintained. As in any community common rules of courtesy must be observed in order that the common good of the community is served.

The Association is not a condominium. All maintenance of individual property is the responsibility of the Owner. This includes painting, roofs and landscaping. Each Owner is also responsible for their homeowner liability, fire, earthquake, personal property and other insurance. The Association only maintains liability insurance with respect to the Common Areas.

The following is the outline of the Rules and Regulations of the Association that are intended to aid the Owners, their families and guests in determining a reasonable method of conduct. Some of these Rules and Regulations restate and expand upon the provisions of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements of the Association (the "CC&Rs"). If there is a conflict between these Rules and Regulations and the CC&Rs, then the CC&Rs shall govern. However, Rules and Regulations that expand upon the CC&Rs shall not be considered to be a conflict.

Owners are encouraged to review the CC&Rs as well as these Rules and Regulations from time to time to avoid inadvertent violation of the rules of the Association. Capitalized terms used in these Rules and Regulations shall have the same meaning ascribed to them as in the CC&Rs.

These Rules and Regulations may be changed or adjusted, as necessary, from time to time to reflect the needs of the majority of the Owners. Written suggestions for any adjustments to the Rules and Regulations should be brought to the attention of the Association's Property Manager or the Association's Board of Directors.

Every Owner is expected to provide a copy of these Rules and Regulations to all authorized Occupants. It shall be the responsibility of every Owner to ensure that their authorized Occupants have read and understand these Rules and Regulations prior to occupancy of the residence and that they comply with them.

The Board of Directors of the Association is authorized to impose penalties and/or fines and to take any reasonable action required to ensure that these Rules and Regulations are properly observed.

The Board of Directors shall have the right to delegate any of its power to regulate and enforce these Rules and Regulations to a committee of the Board of Directors.

I. GENERAL RULES

A. DAMAGE TO COMMON AREA

Any damage caused by an Occupant or their pets to the Common Area is the responsibility of the Owner. The Owner will pay for all costs of repairs, loss or replacement as a result of any such damage, including legal fees and expenses. The Board may specially assess an individual Lot Owner for such costs and repair of damages to the Common Area.

B. EXTERIOR APPARATUS REGULATIONS

Subject to California Civil Code Section 1376 and any applicable decision of the FCC, electrical or telephone wiring, air-conditioning units, antennae, satellite dishes (or any other electronic receiving or broadcasting device), etc., may not protrude through the exterior walls or roof or otherwise be erected on a Lot, unless authorized by the Architectural Committee and the Board. Small satellite dishes of 24" or less may be installed under FCC regulations and approval of the Architectural Committee and the Board of Directors only.

C. EXTERIOR LIGHTING

All exterior lights operated by a photo cell, shall be left in the operating mode at all times to ensure safety and aesthetic beauty to the development.

D. SPRINKLER OVER-SPRAY

Owners are responsible to ensure that their sprinklers do not over-spray into the streets or adjacent Lots. Additionally, Owners need to regulate their irrigation to keep run-off to a minimum.

E. NEWSPAPERS

Owners are asked to pick up their newspapers on a daily basis. If you are leaving town, please make proper arrangements so the newspapers do not accumulate.

F. EXTERIOR CLOTHESLINES

Exterior clotheslines may not be erected and clothes may not be dried outdoors in view of residents or guests.

G. NUISANCES

Illegal, offensive, nuisance or obnoxious actions that interfere with any Occupant's quiet enjoyment, or may impair the structural integrity of any building, are not permitted on the Property. Construction work on the Property may only be done during hours determined by the Architectural Committee and the Board.

H. OWNER'S MAINTENANCE AND REPAIR OBLIGATIONS

Each Owner must maintain the Lot (including improvements) in a neat, sanitary and attractive condition, and is solely responsible for the cost of repairs and improvements.

I. QUIET ENJOYMENT

To ensure quiet enjoyment of the premises, Occupants shall not produce or permit any unreasonably loud noise, loud or unruly children, vibration, music or similar sounds that may emanate from their residence or Lot or from the Common Area. This rule is especially important after 10:00 P.M. and before 8:00 A.M.

1. No occupant shall permit any activity that may interfere with the rights, comfort, safety and convenience of the other occupants.
2. The following is a partial list of activities the violation of which are considered a breach of the Association's right to quiet enjoyment.
 - a. Bicycle riding shall be permitted on paved portions of the Common "Areas only.
 - b. Skateboard and bicycle ramps on the common area are prohibited.
 - c. Permanent basketball hoops are prohibited. Portable hoops are allowed if used on the driveway only and not in the common area. Hoops should be stored when not in use.

The Owner of a Lot shall be responsible for all damages of any type (including legal fees and expenses) that Occupant causes directly or indirectly by any such Occupant or their pets.

J. RESPONSIBILITY FOR GUESTS

Owners are responsible for their actions and those of their authorized Occupants and their pets while on the Property.

K. SIGNS An Owner may advertise a Lot for sale with one (1) standard real estate sign of beige and brown color and display qualities with a maximum face area of six square feet. One (1) small security sign is permitted on a lot within two (2) feet of the home. Signs indicating "Children At Play" should be no taller than two feet, and should only be displayed when children are outside.

L. WINDOW COVERINGS

Newspaper, paper, aluminum foil, sheets or similar unsightly materials may not be used as window coverings.

M. RETENTION BASIN

The mandated purpose of the retention basin is for storm water management. The retention basin was originally built with a steep embankment with loose decomposed granite. Additionally, a dry well is located at the bottom of the retention basin. Use of the retention basin for purposes other than storm water management is potentially unsafe, and could result in damage to the basin, well and component elements. Fencing surrounding the retention basin area indicates that it was never intended to be used as a walkway or community use area. To ensure the health and safety of all Owners, Occupants, and guests, and to preserve the integrity of the area, use of the retention basin (e.g. walking or gathering in the retention basin area) for purposes other than storm water management will be strictly prohibited.

N. SHORT TERM LEASING

Leasing your unit at Stonegate is strictly limited by Article VI. Section 12 of the Declaration of CC&Rs for Stonegate. Section 12 states that no owner shall lease his unit for hotel or transient purposes or lease less than the entire unit. Any lease which is either for a period of less than thirty (30) days OR pursuant to which the lessor provides any service normally associated with a hotel will be deemed to be for transient or hotel purposes, and is strictly prohibited. All executed leases are required to be in writing and a copy is to be forwarded to the attention of the property manager Attn: Board of Directors. Penalties for this rule violation begin at \$1000.00 per occurrence for failure to comply.

II. COSTS INCURRED IN ENFORCING RULES AND REGULATIONS

If an Owner is found not to be in compliance then all costs, including, but not limited to, court costs, reasonable attorney's fees and management fees, including interest at the legal rate then specified, incurred in enforcing these Rules and Regulations and/or the CC&Rs shall be borne by such Owner. Nonpayment of these costs of enforcement may result in a special assessment being levied against the Lot of such Owner and may be collected in the manner set forth in the CC&Rs.

PART 2 – Specific Information

I. ALTERATION OF RESIDENCES

No Homeowner may alter any portion of a Residence or Lot, including the installation of exterior evaporation coolers, which in any way affects the appearance of said Residence or Lot without the express written consent of the Architectural Committee and the Board of Directors. This provision pertains to alterations performed by Owners other than the developer.

II. ARCHITECTURAL AND LANDSCAPING CONTROL RULES

A. ARCHITECTURAL COMMITTEE APPROVAL

As provided in the CC&Rs the Association has an Architectural Committee to review plans to alter or improve existing structures or landscaping or to

construct new improvements. The Architectural Committee has broad powers and authority to enforce the CC&Rs to preserve the harmony and overall aesthetic beauty of the entire community. To insure the proper operation of the Architectural Committee please submit plans early and work with the Committee. The work of the Architectural Committee and the Board of Directors insures that the high quality of the community is maintained for the benefit of all Owners.

No changes may be made without prior approval. All requests to build, construct, alter, change or redesign the existing structure or the addition of a peripheral structure shall not be permitted without the prior written approval of the Architectural Committee and the Board of Directors.

B. ARCHITECTURAL RULES

The Architectural Committee may impose reasonable rules and regulations as a condition precedent to the construction including, but not limited to, providing the Architectural Committee with drawings, details and design drawings. The Architectural Committee may also inspect the Residence and/or Lot and require the proposed project to be completed within a set time frame. The cost of this inspection, at the discretion of the Architectural Committee, must be borne by the Owner seeking approval.

Requests for approval should be submitted to the Association's Property Manager who will forward the request to the members of the Architectural Committee or Board of Directors. The current Property Manager is:

Personalized Property Management
68-950 Adelina Road
Cathedral City, CA 92234
Attention:
Telephone: (760) 325-9500, Ext 246
Fax: (760) 325-9300

C. NECESSITY OF BUILDING PERMITS

Nothing in this section will allow an Owner to alter or construct a structure without a building permit, if required.

D. RESPONSIBILITY FOR DAMAGES

The Owner will be responsible for all damages caused by the contractor to the Common Area in connection with the architectural/landscaping changes.

E. ENFORCEMENT

Failure to follow the provisions set forth in this section and in the rules of the Architectural Committee and the Board may result in the imposition of fines, special assessments, or legal action.

III. ASSOCIATION'S INDEPENDENT CONTRACTORS AND EMPLOYEES

A. EXCLUSIVE AUTHORITY OF THE BOARD

The Association's employees or independent contractors are agents of the Association as a whole and their direction is provided solely by the Board of Directors through the Association's Property Manager. Employees and independent contractors of the Association shall not be directed in their work by Occupants.

B. PROPERTY MANAGER'S AUTHORITY

All independent contractors of the Association are managed by the Association's Property Manager and any comments regarding their performance or demeanor should be directed in writing to the Association's Property Manager or the Board of Directors.

IV. COMMON WALLS (FENCES)

Owners with a common wall have an equal right to use the wall, with the following provisions:

1. Each Owner has exclusive right to use the interior surface of the wall facing the Residence;
2. Owners may not drive nails, screws, bolts or other objects more than half way through any common wall;
3. Owners may not interfere with the adjacent Owner's use and enjoyment of the common wall;
4. Owners may not threaten or impair the structural integrity of the common wall; and
5. If any portion of the wall (other than the interior surface of one (1) side) is damaged by any cause other than the act or negligence of either party, it must be repaired or rebuilt at the relevant owners' joint expense.

V. DELIVERIES, SERVICE/TRADES PEOPLE

A. SERVICE/TRADES PEOPLE

Service/trades people who violate these Rules and Regulations, or who are found in areas other than those authorized, may be immediately removed from the Property and barred from future access to the Property. Service/trades people are also subject to these Rules and Regulations.

B. INORDINATE NOISE

Work done by occupant or service/trades people which could cause inordinate noise will be done only during the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, except when previously approved by the Board of Directors.

VI. LANDSCAPE AND MAINTENANCE RULES

Any failure by an Owner to maintain landscaping which is the Owner's responsibility, following notice to the Owner, may be maintained by the Association at the Owner's expense. Any unauthorized landscaping is subject to removal, following notice to the Owner, and any expense incurred in removal will be charged to the responsible Owner. Maintenance crews (with the exception of Occupants) are permitted on Lots during the hours of 7:00 A.M. to 6:00 P.M. Excluding Sundays.

VII. PETS

A. GENERAL

Certain rules are necessary to ensure that pets maintained on the premises do not impose a nuisance or burden on other Occupants. Customary household pets may be kept provided they are not kept, bred or raised for commercial purposes and they are kept under reasonable control at all times. NO more than two (2) pets may be kept.

B. LEASH REQUIREMENT

All pets must be controlled by a leash at all times when outside the Lot. Dog owners are also referred to City and County ordinances which provide in part that dogs may not be permitted to run at large "unless the dog is securely restrained by a substantial leash not exceeding six feet in length and is in charge and control of a person competent to keep the dog under effective control." No unattended pets shall be allowed to be tied up in the front or rear yard or patios at any time. All damage to the Common Area caused by any animal is the responsibility of the Owner. Pets are only allowed in the Common Areas (but not on any landscaped portion of the Common Areas) and shall not be permitted to enter upon the Lot of any Owner without the prior permission of such Owner.

C. NUISANCE

If any pet creates a continual nuisance to other Occupants by barking or some other manner, the Board of Directors may permanently disallow the residence of the pet in the Property.

D. PET WASTE

Owners must prevent their pets from soiling all Lots and Common Areas. Owners are responsible for any required clean up. Dog owners are also referred to County of Riverside ordinances which provide in part that no dog owner shall knowingly fail, refuse, or neglect to clean up any feces of the dog immediately and dispose of it in a sanitary manner whenever the dog has defecated upon public or private property.

VIII. VEHICLES AND PARKING

A. SPEED LIMIT

Speed limit within the complex is fifteen (15) mph maximum.

B. COMMERCIAL AND RECREATIONAL VEHICLES

Buses, large trucks, trailers, campers, boats, mobile homes, recreational vehicles, inoperable vehicles, or any vehicle the Board of Directors deems a nuisance, are not permitted unless parked wholly within a garage with the doors closed. Restoring or repairing vehicles on the property is not permitted unless done completely inside the garage with the garage doors closed. Per County of Riverside ordinance, Campers and recreational vehicles may be temporarily stored in the street in front of your house for a maximum of 4 days per month and no longer than 48 hours at a time. Storage in the street is limited to loading and off loading of equipment and supplies only.

C. MOTORCYCLES

Motorcycles and like vehicles are permitted in the Common Area for ingress and egress only and are to be parked in the garage at all other times. All motorcycles and like vehicles, as well as operators, must be licensed and insured in accordance with California law and the Department of Motor Vehicle Code.

D. PARKING

No parking is permitted in safety zones, by fire hydrants, in front of mailboxes or in any manner that impedes mail delivery.

1. Occupants' automobiles shall be parked in garages or driveways only. Garage doors may not be left open except as temporarily necessary or while used for entering or exiting.
2. On-street parking is limited to guest vehicles not to exceed 72 hours in one seven (7) day period. Exceptions to this rule require prior approval by the Board of Directors.
3. Temporary overnight parking of commercial vehicles is prohibited without prior permission of the Association's property management.
4. All vehicles or other items parked or stored in violation of the rules will be subject to immediate tow away or such other action deemed necessary by the Board of Directors or the Property Manager. All costs incurred, including attorneys' fees, will be charged to the owner of the unauthorized vehicle and/or the Owner of the applicable Lot.
5. The Association, acting through the Board of Directors, reserves the right to issue warnings, which may be written or verbal, and fines when appropriate, but the issuance of such warnings shall not constitute a condition prior to the removal of any vehicle, parked or stored or in violation. Fines may be issued, when appropriate without prior notice or warning.

6. No vehicle may be double-parked. Any unattended vehicle which is double-parked may be towed without notice.

D. NOISE

No blowing of horns, racing of engines, loud vehicle mufflers, loud car or golf cart radios or similar noise is allowed.

E. ENFORCEMENT/WARNING

The Association has the right to fine, specially assess for costs incurred in compelling compliance of these Rules and Regulations, take legal action and tow vehicles of those who violate the provision of this section.

IX. TRASH AND REFUSE

A. GENERAL

Weeds, rubbish, debris, objects or materials that are unsanitary, unsightly or offensive are not permitted on the property. Driveways must be kept clean and free of oil and rust stains.

B. RUBBISH CONTAINERS

Rubbish or storage containers, woodpiles, machinery, equipment and other unsightly objects are prohibited to be visible from the other Lots or the Common Areas.

C. COLLECTION

Rubbish containers may be placed temporarily for pick up not to exceed 24 hours before and after scheduled trash collection hours, except with Board approval.

PART 3 – Procedures

ENFORCEMENT OF RULES

Once an Owner gives the Board of Directors a written complaint that a rule has been violated, the Board will investigate the allegation and may take action against the offending Owner or Occupant. This includes, but not limited to, fining, specially assessing, when appropriate, or instituting legal action. However, nothing in this section obligates or requires the Board of Directors or authorized committee to take any action against an individual Owner or Occupant. The Board of Directors, in making this decision, will determine the costs and benefits of taking such action.

A. DUE PROCESS

Prior to the imposition of any fine or suspension of rights, the violator shall be given written notice with opportunity to appeal to the Board of Directors.

B. ENFORCEMENT GUIDELINES

Generally, though not necessarily, the Association will adhere to the following schedule:

1. First Offense: Warning notice of violation and request to correct.
2. Second Offense: Notice or hearing and possible \$100.00 fine.
Suspension of voting privileges.
3. Third Offense: Possible \$250.00 fine.
4. Fourth and continual Offense: Notice of \$500.00 fine and will continue every 30 days or until violation ceases.

Effective May 24, 2006

Stonegate HOA

Updated January 27, 2009

Updated May - 2011

**STONEGATE HOA – Proposed Rule
(Mailed to Owners for 30 day comment - July 2018)**

Approved 10/3/18 at a Regular Session Board Meeting

No Maintenance or Construction on Holidays

**No landscaping maintenance, construction of any kind
or similar work can be performed by vendors,
homeowners or homeowner representatives on
observed holidays.**

**If the holiday is observed on a Friday or Monday, this
restriction should apply to that specific day.**

Observed holidays include:

New Years Day

Memorial Day

July 4th

Labor Day

Thanksgiving (to include the Friday following)

**Christmas Day (if Christmas Day falls on a Thursday, it
will include the Friday following)**

**This will ensure all homeowners quiet enjoyment of the
premises during these holidays.**

STONEGATE HOMEOWNERS ASSOCIATION
ARCHITECTURAL APPROVAL REQUEST FORM
Return to: Personalized Property Management C/O SHELLY RUEGSEGGER
68-950 Adelina, Road Cathedral City, CA 92234 760.325.9500

Improvement Category: _____ (To be Completed by ARC Member)

Reference: _____ Lot _____ Tract _____ Date Submitted: _____ Date Received: _____

Owner/Applicant: _____

Property Address: _____

Contact Telephone: _____ Other Telephone: _____

Fax _____ E-mail _____

Mailing Address: _____
(If different from property address)

If Applicable:

Architect/Contractor Name _____

Address: _____

Telephone _____ Fax _____ E-mail _____

The following described improvement/modification is proposed and approval is requested in accordance with the procedure outlined in the Association's Architectural Guidelines:

Summary Project Title: _____

Please attach a complete narrative description of the proposed modification and include drawings and specifications as appropriate.

Upon approval of this architectural improvement/modification, Owner/Applicant shall provide:

A. Non-refundable fees for application, recording, legal expenses, consulting fees, filing fees, administration costs., as set forth in the Architectural Guidelines Fee Schedule.

B. A security deposit as set forth in the Architectural Guidelines Fee Schedule.

All fees and deposits shall be paid to the order of Stonegate Homeowners Association and shall be placed in an Association bank account to be drawn against by the Association for any and all of the following: legal expenses; consulting fees; filing fees; recordation costs; administrative costs; costs to repair any damage to the Common Area and/or streets caused by the construction of the architectural improvement; any unpaid fees set forth in Section A. above; or any other costs directly related to and/or necessary for the supervision of the construction of the architectural improvement, as well as to pay for the costs necessary for the Association to bring the architectural improvement into compliance with the CC&Rs and/or the Architectural Guidelines; and payment for any Enforcement Assessment levied in accordance with the Association's enforcement procedure. In the event such fees are not paid, Applicant hereby agrees that such delinquent fees may be collected in the same manner and method as all other assessments are collected, pursuant to the Association's current collection policy.

All applicable deposits must be paid to the Association before construction may commence.

C. All copies of plans and specifications, as enumerated in the Application Procedure within the Architectural Guidelines.

D. Copy of the current certificates of insurance of Owner's contractor (or of Owner, if no contractor is used) for each of the insurance policies enumerated below to the Association, before commencement of work under this Agreement. All policies for liability protection, bodily injury or property damage shall specifically include the Association as an additional named insured. The additional insured endorsement must have both Primary and Non-Contributory wording. The insurance certificate and endorsement shall contain an additional stipulation that written notification of any change and/or cancellation of any policy shall be provided to the Association's Property Manager within 48 hours of such change and shall require thirty (30) days' written notice of cancellation. Said policies of insurance shall include the following limits:

- a. Appropriate bodily injury insurance with limits of not less than \$1,000,000 for each person and \$1,000,000 for each accident.
- b. Workers compensation insurance for all personnel assigned to the project.
- c. Property damage liability insurance with a limit of not less than \$1,000,000 for each incident.

Date: _____

Signature of Owner/Applicant

Signature of Owner/Applicant

(For use by ARC only)

Date submitted: _____

Date approved: _____

Date disapproved: _____

Notice to Owner/Applicant sent: _____

Comments:

Architectural Review Committee

By: _____