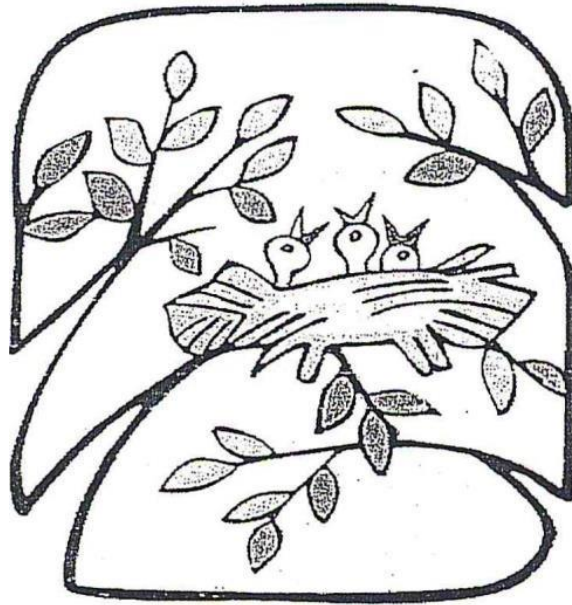


The Heights at Hillsborough Homeowners Association



Rules & Regulations

Approved & Effective January 15, 2019
Revised June 19, 2019

**THE HEIGHTS AT HILLSBOROUGH HOMEOWNERS
ASSOCIATION**

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Section One: INTRODUCTION

Your homeowners association, the Heights at Hillsborough Association (“Association”), is a residential planned development community incorporated under the laws of the State of California as a non-profit corporation. Each homeowner is a member of the Association with all the rights and responsibilities as described in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements recorded September 12, 1989 as Document No. 89-1466044 in the Official Records of the County of Los Angeles (CC&Rs) and the Association Bylaws.

The Association’s governing documents include the CC&Rs, Bylaws and these Rules and Regulations (“Governing Documents”). These Rules and Regulations are issued by your Board of Directors (“Board”) as authorized by the CC&R’s. All Owners are subject to the Governing Documents. Owners should read these documents carefully since they set forth the rights, duties, and obligations of each Owner. Each Owner is responsible to the Association and to all other Owners for the behavior of their guests and/or invitees, including tenants. In addition, all guests and/or invitees, including tenants are subject to the Governing Documents. It is the responsibility of the Owner to provide their tenants with a copy of all these documents.

These Rules and Regulations supplement the CC&Rs and Bylaws but they do not replace them. In the event of a conflict between these Rules and Regulations and the CC&Rs or Bylaws, the CC&Rs and Bylaws take priority. Capitalized terms herein have the same meaning as in the CC&Rs unless otherwise indicated.

The purpose of these Rules and Regulations is to protect the Association’s property, to ensure the common good of the community so all residents can enjoy a safe and pleasant lifestyle, and to maintain property values for the Owners. To accomplish this purpose, all residents must act with sensitivity and consideration for one another, as well as comply with the Governing Documents.

To maintain the quality of the community, observation and enforcement of these Rules and Regulations is the responsibility of each Owner, and/or their invitees, including their residents, tenants, guests or vendors.

Under the authority granted them by the Association's CC&Rs and applicable California State Law, the Board can impose a penalty for violations in complying with any of the Governing Documents, including these Rules and Regulations.

Owners with any questions, concerns or other Association related issues, or who need to obtain any Association related documents, should contact the Association's management company:

SO CAL PROPERTY ENTERPRISES, INC.
1855 Sampson Avenue
Corona, CA 92879
(951) 270-3700

Section Two: USE RESTRICTIONS

The following use restrictions are intended as a summary only and are not an exhaustive list of the various use restrictions that govern the Properties. They are based on the Association's CC&Rs. The CC&Rs and the other governing documents apply to all owners, guests, tenants and anyone residing in, or visiting, the Property. Any violation of the governing documents may be subject to disciplinary action imposed on the respective owner, after notice and hearing, or other legal action if necessary. These use restrictions are intended to preserve harmony between neighbors, promote safety and well-being, and to preserve property values. The Association is obligated to enforce the Governing Documents.

A. SIGNS/POSTERS/SOLICITING

No Owner, resident, tenant, or agent of a resident, shall post any advertisement, sign, flag, banner or poster of any kind for a commercial purpose anywhere within the Properties. Display of non-commercial signs, flag, banners or posters are subject to *Civil Code* §4710 and/or other applicable laws, including the Owners' obligation to ensure signs do not pose a safety concern. Owners are permitted to post one (1) "For Sale" or "For Lease" sign per Lot, in the window of their residence. All "For Sale" or "For Lease" signs shall be removed within a reasonable time following a sale or lease of the unit.

Display of an American or California flag shall be subject to the California Civil Code section 4705, Government Code section 434.5, 4 U.S.C.A. section 5 of the Federal Code and all other applicable laws.

The hand distribution or posting of flyers or mailings for commercial solicitations to the residents for non-Association related matters is strictly prohibited. This does not prohibit residents from distributing or circulating information about common interest development living, legislation, election to public office or other issues of concern to members and residents at reasonable hours and in a reasonable manner.

B. NUISANCE AND NOISE

The following nuisance and noise provisions supplement the CC&Rs, section 10.3, restricting nuisances in the Properties.

Residents may not do anything that will cause unreasonable embarrassment, disturbance or annoyance to others.

No fireworks are permitted in the community at any time with the exception of those safe and sane fireworks approved by the City of La Mirada only for use on July 4 of each year.

No one may engage in any abusive or harassing behavior or any form of intimidation or aggression, whether verbal or physical, against other owners, residents, guests, invitees, Association employees, contractors, and vendors, Board members, the management office, committee members, or other governing body within the Properties. In the event the Association elects not to act on a nuisance complaint by an owner or resident, or if the complaining party believes the Association's action is not sufficient, Owners have a legal right to seek enforcement of this provision.

Residents are advised they do not have a right to live in a noise and odor free environment. Normal levels of noise and environmental pollutants will always exist. The Rules and Regulations are designed to prohibit an unreasonable nuisance.

Consideration of the interests of all residents with respect to loud and disturbing noise must be observed. This includes but is not limited to, noisy play, loud music, radios, stereos, televisions,

late night parties, barking dogs, power tools and excessive noise from cars, motorcycles and other vehicles.

Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), or items which may unreasonably interfere with television or radio reception of any other resident shall be located, used or placed on any portion of the Lot without the prior written approval of the Association.

Construction work such as saws, drilling, hammering, etc. can only be conducted between the hours of 7:00 a.m. and 8 p.m.

No nuisance, illegal, hazardous or noxious activity, waste or litter shall be committed or permitted to occur within the Lot. Rubbish and debris shall be placed in the designated and proper receptacles. Stored items should be kept in an enclosed area not visible from the street, from other Lots or from the Common Area.

No resident shall permit any odors on their Lot that create an unreasonable, unsanitary, or offensive nuisance for other residents within the community.

Because a nuisance is largely subjective, the Association is not obligated to become involved in disputes unless the “nuisance” causes substantial interference rather than mere inconvenience and impacts the community at large.

C. SMOKING

For reasons of health, safety and courtesy, all smoking, vaping, and use of e- cigarettes or other devices related to smoking or cigarette or marijuana products is prohibited in all Common Areas and shall only be permitted within an Owner’s residence so long as no secondhand smoke infiltrates neighboring Lots. “Smoking” shall include, but not be limited to, any practice by which a substance, whether tobacco, marijuana or any other substance, is burned for the purpose of inhaling its smoke. “Vaping” means inhaling water vapor to obtain nicotine, cannabis or any other substance. “E-cigarette” means an electronic device that vaporizes liquid nicotine, cannabis or any other substance.

D. POOL AND SPA RULES

HOURS OF OPERATION: The pool and spa will be open for all residents from 7:00 a.m. to 10:00 p.m. seven days a week.

ASSUMPTION OF RISK. NO LIFEGUARDS ON DUTY. Use of the swimming pool and spa is at your own risk and residents assume full responsibility for their own safety as well as that of their guests.

SUPERVISION RESPONSIBILITY. Lifeguards are not on duty at the pool and spa area. The role of supervisor belongs to the parents or guardian. Children under the age of fourteen (14) must be accompanied by an adult whenever using the pool or spa area. Additionally, for health and safety reasons, children under the age of six (6) are not permitted in the spa. Please be advised that extremely hot water is potentially dangerous to young children and the elderly.

NON-RESIDENT USE. The use of the pool and spa is expressly limited to residents and their invited guests limited to six (6) guests per household. The Board of Directors may grant written permission for guests in excess of six, which requires the Owner to complete an application, and

receive written approval from the Board. Please note that the pool and spa will still be available for use by other Owners. Guests and Residents must enter and exit the pool complex through the gate, which must not be kept open. Individuals caught jumping over the fence will be treated as trespassers. Any non-resident using the pool and spa area must be accompanied by an Association resident with a pool key.

PROPER ATTIRE. People using the pool and spa must wear proper bathing attire. No street clothes or wet suits are allowed in the pool or spa.

INCONTINENCE. All incontinent persons must wear plastic pants, with snug fitting elastic at the leg and waist, over a diaper (including swim diapers). If fecal matter is found in the pool, the Health Department requires that the pool be closed, the filters flushed, the pool water be shocked (super chlorinated) and the pool closed for 24 hours. The owner responsible for the person that defecated will be responsible for all charges incurred by the Association to comply with Health Department requirements.

DIARRHEA: For health and safety reasons, persons having currently active diarrhea or who have had active diarrhea within the previous fourteen (14) days shall not be allowed to enter the pool water.

NO SMOKING: The pool and spa area are Common Area and all rules applicable to the Common Area, including the no smoking rules apply.

NO ALCOHOL: No alcoholic beverages are allowed in the pool and spa area.

NO PETS. All dogs, cats and other pets (with the exception of Service Animals) are strictly prohibited in the pool and spa area.

BICYCLES. Due to safety concerns, bike-riding, skateboarding and similar activities shall not be permitted around the pool and spa areas. Further, bicycles, tricycles, skateboards, hoverboards, roller skates and roller blades shall not be permitted on the pool and spa decks.

NO LITTERING. Keep the areas around the pool and spa clean at all times. Any refuse should be disposed of in trash receptacles. Do not leave any belongings, beverages, personal items, etc. in the pool and spa area when you are not in attendance.

NO GLASS OR METAL OBJECTS. Glass or breakable containers are not permitted in the pool and spa area. Paper or plastic containers are permitted. Metal objects such as hairpins and other objects subject to rust are prohibited in the pool area.

RESTRICTED ITEMS. No surf boards, boogie boards, rafts, balls or inflatable items are allowed in the pool except small, soft toys and small flotation devices that do not disturb other residents and users.

RESTRICTED ACTIVITIES. All persons using the pool and spa area should be considerate of others; avoiding jumping, diving, rough play, using profanity, running, and dangerous, destructive or noisy activities. Loud music is not permitted in the pool and spa area at any time. Barbecues and grills are also not allowed in the pool complex area.

DAMAGES. Residents will be held responsible and financially liable for any damage to pool equipment, furnishings or facilities, whether caused by them, their residents, tenants or guests. Residents should be mindful that property damage and bodily injury claims can be costly, resulting in increased insurance premiums and assessments thus it is in the community's best

interests that owners and residents follow these rules to mitigate potential injuries and damages within the community.

KEYS. Duplicate pool keys are available from the management company. The fee for a duplicate key is \$50.00 for each re-issuance.

SAFETY. People are strongly encouraged not to swim alone. Pool gates must be kept locked at all times. All signs at the pool and spa areas must be complied with. No activity which may cause bodily harm is allowed.

NO UNLAWFUL ACTIVITIES. Unlawful activities in the pool and spa area are strictly prohibited, including the use of illegal drugs or the use of prescription medication not legally prescribed to the user.

REVOCATION OF PRIVILEGES. Failure of residents and their guests/invitees to abide by the Governing Documents may result in the revocation of pool privileges as well as other enforcement remedies, fines, and penalties, subject to notice and a hearing.

E. LANDSCAPING, WALLS & FENCES

The walls, fences and plantings within or surrounding the community are not to be climbed on, over or under. Any damage to the landscaped areas caused by an Owner, resident, guest, tenant, invitee, or pet will be charged directly to the Owner. Items covered under this category include, but are not limited to, breakage of sprinkler heads, destruction or damage to plants and landscaped areas, and littering and the improper disposal of pet waste. All landscaping on the Common Areas is maintained by the Association. Owners are not permitted to plant anything in the Common Area or to place real or artificial plants in any part of the Common Area. **No items may be attached or affixed to the wrought iron fences in the community including but not limited to; lattice, wire mesh, chicken wire, screening, trellis, dog proofing material, plants, shrubs or trees. The wrought iron fences must likewise be kept free from contact with items including plants.**

F. COMMON AREAS

Any activity which causes damage to or detracts from the general appearance of the Common Area is prohibited. The “Common Area” includes greenbelt, slopes, grass, sprinklers and controls, lighting and controls, trees, plant areas, recreation areas, buildings, sidewalks and streets. It also includes those areas over which the Association has maintenance easements over. Damage replacement costs will be assessed to the responsible Owner. Nothing shall be altered, constructed in, or removed from the Common Area without the prior written consent of the Board of Directors. Damage to Common Areas including to fences, drainage systems, etc., caused by residents’ landscaping will be the financial responsibility of the Owner.

Owners are responsible for the conduct, behavior and proper supervision of minors using the Common Areas.

G. ROLLER SKATING, ROLLER BLADING, BICYCLE RIDING, SKATEBOARDING, AND RECREATIONAL SCOOTERS.

For safety concerns, roller skates, roller blades, bicycles, skateboards, hoverboards, scooters, and similar wheeled recreational devices may not be ridden or used in or on the grass, slopes, walkways, parking areas, or pool and spa areas in the community. All applicable helmet laws are to be adhered to while in the community.

H. DAMAGE AND REPAIRS

No Owner or resident may make any alterations or improvements such as concrete, tile or additional flowers to any Common Area. Do not remove any plants, structures or other objects

without the written approval of the Board of Directors. Any damage to the Common Areas or recreational facilities caused by an Owner, his/her family, guests, tenants, whether minor or adult, will be charged directly to the Owner. Owners are responsible for the repair and maintenance of their Lots and residences and should employ only licensed and insured craftsmen for electrical, plumbing and other work.

I. INTERIOR WINDOW TREATMENT

Window coverings must be of a conventional variety, neutral in color, including curtains, drapes, shutters or blinds. Foil, wood, newspaper, sheets or any other similar material are prohibited from being used as window coverings at any time.

J. USE OF PROPERTY

Each Lot shall be used and occupied for residential, single-family dwelling purposes only. No Owner shall lease or otherwise rent his/her unit for transient or hotel purposes, which shall be defined as a lease or rental for any period less than thirty (30) days. Advertisements for rental/ lease of units must state that the minimum rental/lease period is thirty (30) days, and no shorter rental/lease periods are available. No Owner shall enter into any rental, lease or tenancy agreement unless such agreement is in writing and has an initial term of at least thirty (30) days. Each rental/lease agreement shall include an express provision that it is subject in all respects to the provisions of the Governing Documents and that the failure of the lessee or tenant to comply with the terms of any of the Governing Documents shall be a default under the rental/lease agreement. A copy of all advertisements for rental/lease of the unit, and a copy of all rental/lease agreements must be provided to management prior to each new rental/lease term, so the Association may verify the length of the rental/lease. Owners must register tenants with management and provide them with a copy of the Governing Documents. Registered tenants must sign a document provided by management that they have received and will abide by the Governing Documents. This signed document will be kept on file in the management office.

K. ENTERTAINING AND PARTIES

No event or party shall be conducted on any portion of the Common Area without the prior written consent of the Association. Any reserved event or party does not exclude the right of the other residents from utilizing the same Common Area at the same time.

L. LINE DRYING

No clothesline or drying rack may be erected, maintained or used in the community, except in the backyard of a Lot. No items may be draped over fences, walls or railings.

M. GARAGE SALES

Garage sales will only be permitted with written approval from the Board. Owners should apply at the monthly Homeowner's Association meeting. City approval is also required.

N. TRASH

No trash containers shall be exposed to the view of neighboring Lots unless set out for trash collection. Containers shall not be placed out for collection more than 12 hours before and 12 hours after trash collection.

O. SPORTS APPARATUS

Basketball backboards or other sports apparatus are not permitted unless expressly approved by the Architectural Committee in writing. Portable sports apparatus are permitted provided they are removed from view when not in use. Portable sports apparatus may not be placed in the Common Area for any length of time.

P. VIEW OBSTRUCTION

No improvements or obstructions shall be constructed or planted upon any lot in such a location as to obstruct the view from the rear Lot in the vicinity.

Q. SHEDS

No shed, or other Improvement, may be placed upon any portion of the Lots without written approval from the Architectural Committee.

R. SATELLITES/ANTENNAS

Residents whom would like to install a satellite dish or antenna (“device”), must first complete and submit the “Notice of Satellite Dish or Antenna Installation Form” attached hereto as Exhibit “A” to the Management Company PRIOR to installation of the device. The device may not exceed 36 inches in diameter unless approved by the Association. The device should be located as far out of view as possible and should be installed either on the side or rear of the residence above the roofline. **Owners are required to submit a diagram of the location to management prior to installing the device. The location must be approved by the Board prior to installation if it is NOT located in the side or rear of the residence above the roofline or on the chimney.** Due to safety concerns relating to wind loads and the risk of falling structures, masts, supports, and other structures more than twelve feet in height must receive the prior written approval of the Board. All wires and cables must be securely mounted on the home and may not hang or dangle. Exterior wiring must be run under the roof line or at the base of the walls for minimum visibility. Owners shall not permit such device to fall into disrepair or to become a safety hazard. All satellite dishes must be removed when no longer in use, as well as prior to closing escrow at Owner’s sole cost. Owners must insure that placement and installation is correct and in accordance with these Rules or Owner will be solely responsible for the cost of reinstalling the device and wiring to comply with these Rules. **If an Owner is unable to comply with these Satellite/Antenna Rules,** they must submit a variance to the Association PRIOR to the installation explaining in detail their situation. Each situation will be evaluated individually by the Board in a timely manner.

S. NOTICE OF ADDRESS CHANGE

Owners must notify the management company of an address change within thirty (30) days of said change.

Section Three: PARKING & VEHICLES

GENERAL: Residents must park all vehicles in their garage or on their driveway at all times. Any resident with more than three (3) vehicles may obtain special permission, and parking decals, from the Board of Directors to park a maximum of two (2) vehicles on the Association's private streets. All Owner and tenant vehicles parked at the Association must have current DMV registrations proving the vehicle is registered to the specific Association address. Vehicles which do not have a valid State registration and do not display current license plates are not permitted to be operated or parked in the Association. All vehicles parked in driveways must be parked so that the license plate is visible from the street. Persons who do not possess a valid State Drivers License are not authorized to operate vehicles in the Association area. This restriction applies to power-driven vehicles and does not apply to bicycles and other vehicles propelled by persons.

No storage, parking, repairs or restoration of any motor vehicle, boat, trailer, aircraft or any other type of vehicle is allowed, unless entirely within the garage, with the garage door closed.

No parking is allowed within fifteen (15) feet of any fire hydrant (Section 22514 of the California Vehicle Code), nor in front of a public or private driveway, even if it is your own (Section 25505 of the California Vehicle Code). Vehicles may not be parked the wrong way on streets (facing oncoming traffic) or across any sidewalks. Vehicles may not be parked within five (5) feet of any mailbox between 8:00 a.m. and 5:00 p.m.

Monday through Saturday (excluding U.S. Post Office holidays). All vehicles must be parked parallel to the curb. They may not be parked head-in at the end of the cul-de-sacs.

Vehicles shall not block sidewalks, driveways or streets. In the interest of safety and emergencies (fire, police, ambulance), streets must never be blocked or congested by any vehicles of any type (including delivery trucks). Vehicles parked in fire lanes or along red curbs are subject to immediate tow at vehicle owner's expense. Vehicles may not be parked on the streets in the same location for more than 72 hours.

There is no parking allowed on ANY street between the hours of 7:00 a.m. and 12:00 noon on street sweeping day. Street sweeping days are Thursday.

GARAGES: Garages shall be used for parking only. Owners must maintain their garages so that they are capable of accommodating at least one full-size automobile. Each household may only park two (2) cars wide and one car deep in their driveway.

SPEED LIMIT: The speed limit within the Association is 25 miles per hour. Vehicles must make a full stop at all posted stop signs. Residents must maintain a safe and reasonable speed at all times while driving on Association property. Violators will be subject to citation and/or fines.

INOPERABLE VEHICLES: Inoperable vehicles, including vehicles with expired tags, may not be parked on the streets or in driveways, and are subject to citation, fines and/or towing at the vehicle owner's expense.

RECREATIONAL AND OTHER VEHICLES. The following may not be parked in the Association: Recreational vehicles (including, without limitations, any motor home, truck with a camper unit, or any trailer coach or camper trailer), boats, golf carts, go-carts, ATV-type vehicles, trailers, limousines, dune buggies, motor homes, oversized vehicles, commercial vehicles or

camper shells detached from vehicles. The only exception is if one of the aforementioned vehicles is kept in Owner's garage with the garage door able to be closed with said vehicle inside.

Commercial vehicles include: stakebed trucks; tank trucks; dump trucks; step vans; panel trucks; vehicles in excess of six thousand pounds; and other large commercial-type vehicles (including, but not limited to, any bus, vehicle designed to transport more than ten people, vehicle with three or more axles, cement mixer truck, oil or gas truck, commercial van, commercial minivan, delivery truck or other truck with permanent fixtures attached, such as ladders or cranes, and with company name and/or logo which are used for commercial purposes).

MECHANICAL WORK OR REPAIRS TO VEHICLES. Oil changes, mechanical work or repairs are not allowed within the community.

VEHICLE ALARMS. Accidental or malfunctioning activation of vehicle alarms can be annoying to residents of the community. Repeated offenses by a resident may result in a penalty assessment. Violators will be subject to citations and/or fines.

DAMAGE. Owners are responsible for all damage to the Common Areas caused by their vehicles and by the vehicles of their tenants, family, guests and invitees. This includes oil leaks.

VIOLATIONS. The Board of Directors reserves the right to assess any and all penalties, including but not limited to fines, towing, or loss of street parking privileges for violations of the street and/or parking regulations.

GUEST PARKING. Street parking is intended primarily for guests. Street parking is limited so residents must maximize all available parking in their garages and driveways before parking a vehicle on the street. A person staying with a resident in excess of 72 hours, or on a regular and frequent basis (more than five days per month) is to be considered a resident for parking purposes and must comply with the same parking rules placed on all residents as described herein.

When a resident has a guest who is to be parked on the street between 2:00 a.m. and 5:00 a.m., the resident must call Patrol One (714-541-0999 - available 24 hours) or go online at www.patrol-one.com and SAFELIST the vehicle in question. **VIOLATING VEHICLES WILL BE TOWED AT VEHICLE OWNER'S EXPENSE.**

PERMITS. Residents may apply for parking permits by completing an application with Patrol One (www.patrol-one.com) and paying the annual permit fee.

NOISE LIMITATIONS. All vehicles must be configured so as to provide for their quiet operation. Vehicles which emit loud and disturbing noises (such as motorcycles and dirt bikes) are not allowed to be operated within the community, including on Owners' Lots.

Section Four: ARCHITECTURAL/LANDSCAPE GUIDELINES AND STANDARDS

No construction, alteration, removal, relocation, repainting, demolition, additions, installation, modification, decoration or reconstruction of an Improvement, including landscaping, unless otherwise provided in the Governing Documents, shall be commenced or maintained, until the plans and specifications showing the nature, kind, shape, height, width, color, materials and locations of the same has been submitted to the Architectural Committee and approved in writing by the Committee. The Request for Architectural Approval form is attached to these Rules as Exhibit "B".

Although every effort is made by the Architectural Committee to review applications as soon as possible, the CC&Rs allow the committee 45 days to review and approve/disapprove your plans. Please allow sufficient time for this required procedure when planning your Improvement.

Owners and residents shall advise their contractors not to park in front of mailboxes.

Painting:

1. For Owner convenience, Association-approved color boards are posted at the pool next to the women's restroom. Please be specific as to which color you are planning to use in each area of the home, i.e., base, trim, accent, front door, garage door, etc. Garage doors must be painted with non-glossy, flat finish paint.
2. Upon receipt of Association signed and written approval, and prior to commencing the work, all painting requests require the submission of a copy of the invoice for the paint showing the manufacturer, paint color, and name of the paint used.
3. Approved color charts may also be viewed on line at www.dunnedwards.com. On the right side of screen click on "homeowners". Then on the next window on the left side, scroll down to "Resources" and click on "Color Archive". Scroll down and type in "La Mirada, CA" and click "Submit." Click on down arrow and click on "The Heights @ Hillsborough." Where it asks or 'Sub Association', click on either Cape Cod or Mediterranean. You can then scroll down to see all the color schemes. For a better view of the ones you are interested in, click on "download" and then "open". You can also order color chips from this screen.

Section Five: PETS

No livestock, poultry or animals of any kind, shall be kept by any resident within the Association, except that of usual and ordinary household pets.

Usual domesticated dogs, cats, fish, and birds may be kept as household pets. No more than two (2) usual and ordinary household pet(s) (exclusive of caged birds and aquarium fish) may be kept in any residence. No animal shall be kept, bred, or maintained: (i) for any commercial purpose; (ii) in unreasonable numbers; or (iii) for any purpose that would involve any odor, noise, or other nuisance which would unreasonably disturb the use and enjoyment of any portion of the development by other residents.

The Board of Directors may require removal of any animal which constitutes, in the opinion of the Board, a nuisance to any other owner or resident. Examples of conduct that can lead to the Board finding that an animal is a nuisance and must be removed from the community include aggressive behavior, excessive barking, failure of the unit Owner/residents to keep the animal from roaming the Common Area, failure to keep the animal on leash help by a person capable of controlling the animal while on the Common Area and failure to pick up after the animal.

No animal may be kept in the development which the Board has determined to be aggressive or dangerous pursuant to evidence provided at a noticed hearing. Pets that exhibit aggressive or dangerous behavior shall, upon request of the Board, wear a muzzle while in the Common Area until a determination is made by the Board as to whether the pet will be allowed to remain in the development.

No pets are allowed in the swimming pool or recreation area except for service animals.

All pets must have owner's ID tags. Any animals found without proper identification or unsupervised are subject to removal from the property.

All local County and/or municipal ordinances will be strictly enforced.

Whenever a pet is outside their owner's Lot, they must be kept on a leash, have owner's ID tags and be in the presence of a responsible person. Pets may not run freely within the Common Areas of the property.

Pets are never allowed unsupervised in the Common Areas of the property.

Pets may not be housed on front yards, patios or balconies for extended periods of time. For example, pets may not be housed on front yards, balconies or patios while the owners are at work.

Pet food must not be left outdoors as it attracts ants, bees, possums, skunks and rats.

Any pet that disturbs the peace and comfort of any resident, or interferes with the reasonable and comfortable enjoyment of adjacent properties will be considered a nuisance. This will result in a violation notice sent to the Lot Owner and if not corrected the Owner may be assessed a penalty.

Pet restrictions cited in the Governing Documents are valid and enforceable. An Owner in violation of the restrictions can be forced to give up his/her pet or demand that their renter or tenants give up their pets. Pursuant to the CC&Rs the Board of Directors in its sole discretion shall have the right to prohibit housing to any animal that constitutes a nuisance.

liable for any damage to the Common Area or to other Lots caused by their animals. Cost of the repairing/replacing the damaged area(s) will be billed directly to the Owner.

Each Owner will be held responsible for any damage to the Common Areas due to his/her tenant's and/or guest's pet(s). In addition, each Owner will be responsible for his/her tenant's/guest's pet(s), either by financial reimbursement or corrective action to be determined by the Board. Owners shall be liable for any injury to persons or property caused by any animal brought or kept within the development by the Owner, Owner's tenant or their respective family, guests, or invitees.

SERVICE AND SUPPORT ANIMALS

The Association adheres to and acknowledges all applicable laws on service and comfort animals.

Unless and until an Owner makes written request for a reasonable accommodation which has been granted by the Board – in writing – any animals within the Properties will be deemed a pet and not a service or support animal. Please contact management to commence a review process if you require a reasonable accommodation for your service or support animal. The owner of a service or support animal is nonetheless obligated to adhere to the Association's Rules regarding pets.

Section Six: VIOLATION AND FINE PROCEDURE

For any violation of the Governing Documents, the Association will generally follow the violation and fine procedure below. However, the Association has the right to divert from any procedures below depending on the nature and severity of the violation, including forwarding any matter to its legal counsel.

1. The Board shall direct a notice to the Owner advising of the nature of the violation and the time limit to rectify the violation.
2. Failure to comply with the request to rectify the violation may result in a "Final Notice" advising the Owner to comply. If the violation is still not resolved, a "Notice of Hearing" will be sent requesting the Owner appear on a specified date to be heard by the Board.
3. The Board may determine that a "Notice of Hearing" is appropriate to send to the Owner as the second letter, instead of a "Final Notice," when the violation is determined to be of a more serious nature.
4. If the Board determines at the hearing the violation has not been corrected, the Community Board may take any of the following actions:
 - a. Suspend the Owner's voting privileges.
 - b. Submit the matter to the Association's legal counsel for further action. Such action will take place in accordance with California Civil Code 5975.
 - c. Levy a special assessment or penalty in the amount as outlined in section 5 below.
5. The penalty schedule is as follows:

Minor Violations:

First violation:	Warning
Second violation (same infraction):	up to \$100.00
Third violation (same infraction):	up to \$200.00

Major violations:

up to \$500.00 per occurrence

Examples of major violations include, without limitation, failure to obtain approval from the Architectural Review Committee prior to making an exterior modification, damage to Common Area, and life threatening or safety violations. **Fine and Assessments may be imposed for specific violations outlined in the Governing Documents.**

REPORTING VIOLATIONS

Except in those cases where a violation is visually verified (e.g., storage of trash cans, unauthorized architectural improvements, recreational vehicle storage in driveways), Owners wishing to report a violation must do so in writing and the complaint must be signed by two (2) different Owners.

Anonymous letters or complaints will not be acted upon, unless the violation can be visually verified by way of an inspection of the property. Additionally, while the Board will not routinely provide the identity of the Owners alleging the violation, it does not guarantee that the same will remain anonymous or that it has any duty to protect the privacy of such complaints.

In the case of such complaints that may be difficult to verify, the Owners alleging the complaint should be prepared to come before the Board to discuss their claims if the matter should come into dispute.

Finally, the Board may determine the violation to be a neighbor to neighbor dispute that has no impact on other Lots or the Common Area and which the Association has no authority to act upon.

Section Seven: COLLECTION POLICY FOR DELINQUENT ASSESSMENTS

The effective and prompt collection of assessments is vital to the existence, maintenance and operation of our Association. In compliance with the CC&Rs and the California Civil Code, this Collection Policy ("Policy") is distributed to the Owners to inform you of our policies and practices in enforcing our legal right to collect assessments from members.

1. **ASSESSMENTS:** Regular assessments are due on the first day of each month. It is the Owner's responsibility to timely pay each assessment in full each month regardless of whether a statement is received. Special assessments are due according to the terms of the special assessment imposed under the Association's CC&Rs.
2. **DELINQUENT ASSESSMENTS:** Assessments are delinquent 15 days after they are due. A late charge of not to exceed ten percent (10%) of the delinquent assessment or ten dollars (\$10.00), whichever is greater, will be charged for each delinquent assessment, i.e., if payment is not received within 15 days of the due date. In addition, assessments delinquent for over thirty (30) days are subject to interest at twelve percent (12%) per annum. Interest on all sums, including assessments, late charges, fees and costs of collection, and attorney's fees will accrue from the time the delinquent assessment is thirty (30) days past due, and will continue to accrue on the unpaid balances until the account is paid in full.
3. **OWNER'S OBLIGATION TO PAY ASSESSMENTS AND CHARGES:** Regular and special assessments, with late charges, fees and costs of collection, attorney's fees, and interest, as determined under Civil Code §5650(b), are a debt of the Owner of the separate interest when the assessment or other sums are levied. (Civil Code §5650(a).) Because these assessments and related charges constitute a personal obligation of each Owner, the Association has a right to look to the Owner, personally, to pay the debt and may pursue collection of that debt in a court action. If the Owner is delinquent in the payment of assessment obligations and a lien is recorded against the Owner's property, the Association may seek recovery

of the delinquent assessment from the sale of the Lot by foreclosure.

4. **SECONDARY ADDRESS:** Upon receipt of a written request by an Owner identifying a secondary address for the purposes of assessment collection notices, the Association shall send additional copies of any collection notices required by this Collection Policy to the secondary address provided. The Owner's notice of a secondary address must be in writing and mailed to the Association in a manner that shall indicate that the Association has received it. The Association shall only send notices to the indicated secondary address at the point in time the Association receives in written request.

5. **ADDRESS FOR OVERNIGHT PAYMENT:** The Association's mailing address for overnight payments of assessments is:

SO CAL PROPERTY ENTERPRISES, INC.
1855 Sampson Avenue
Corona, CA 92879

6. **COURTESY LETTER:** If an assessment payment from the Owner is not paid within fifteen (15) days after its original due date (for example, if an Owner fails to pay an assessment which was due on June 1 and the failure to pay continues through June 15, then the June assessment would not have been paid within 15 days after its original due date), a notice of delinquency (Courtesy Letter) shall be sent to the Owner by regular first-class mail. In no way does the mailing of such a Courtesy Letter excuse the Owner of his/her other obligations hereunder.

7. **RETURNED CHECKS:** Returned checks are subject to a service fee in the same amount incurred by the Association.

8. **APPLICATION OF PAYMENTS:** Any payments made by the Owner of a separate interest toward a debt for a regular or special assessment and any late charges, reasonable fees and costs of collection, reasonable attorney's fees and interest will first be applied to the assessments owed, and, only after the assessments owed are paid in full will the payments be applied to the fees and costs of collection, attorney's fees, late charges, or interest. (Civil Code §5655.)

9. **PRE-LIEN LETTER:** When assessments become delinquent by over 30 days, the Association may send the Owner a pre-lien letter giving notice of the delinquency and requesting payment. The pre-lien letter will be sent to the Owner's address of record via certified mail as required by Civil Code §5660. The Owner will be charged the collection costs, including attorney's fees, incurred by the Association, for preparing and sending this letter.

10. **OWNER RIGHTS:** On receipt of the pre-lien letter described in paragraph 9, the noticed Owner has the following rights:

- a. **Payment Plan:** The noticed Owner may submit a written request to meet with the Board to discuss a payment plan for the debt noticed. (Civil Code §5665.)
 - i. The Board will meet with the Owner in executive session within 45 days of the postmark of the request, if the request is mailed within 15 days of the postmark of the notice, unless there is no regularly scheduled board meeting within that period, in which case the Board may designate a committee of one or more directors to meet with the Owner.
 - ii. Payment plan requests will be considered on a case-by-case basis. The Board reserves

the right to decline a Owner's request.

- iii. Payment plans may incorporate any assessments that accrue during the payment plan period. Additional late fees will not accrue during the payment plan period if the Owner complies with the payment plan.
- iv. If a default on any payment plan occurs, the Association may resume its efforts to collect the delinquent assessments from the time prior to entering the payment plan.
- v. Payment plans will not impede the Association's ability to record a lien on the Owner's separate interest to secure payment of delinquent assessments.

b. Meet and Confer Program: The noticed Owner may dispute the assessment debt by submitting a written request for dispute resolution to the Association under the Association's "meet and confer" program. If no policy has been adopted, then the following will apply under Civil Code §5915.

c. Alternative Dispute Resolution: The noticed Owner may request alternative dispute resolution with a neutral third party under Civil Code §5925 et seq.

11. LIEN: If the Owner fails to pay the amounts set forth in the pre-lien letter within thirty (30) days of the date of that letter, a lien for the amount of delinquent assessments, late charges, interest, costs of collection, including attorney's fees, may be recorded against the Owner's property. A copy of the lien will be mailed to the Owner's address of record within ten (10) days after the lien is recorded via certified mail as required by the Civil Code §5675. The Owner will be charged the collection costs, including attorney's fees, incurred by the Association for the lien. After thirty (30) days following the recordation of lien, the Association may enforce the lien, in any manner permitted by law, including judicial and non-judicial foreclosure.

a. The decision to record a lien for delinquent assessments will be made only by the Board and may not be delegated to an agent of the Association. The Board will approve the decision by a majority vote of the directors in an open meeting. The Board will record the vote in the minutes of that meeting. (Civil Code §5673.)

12. ASSOCIATION'S COLLECTION RIGHTS: If the delinquent assessments, late charges, interest, and all costs of collection, including attorney's fees are not paid in full within thirty (30) days of the recordation of the lien, the lien may be enforced in any manner permitted by law. The Association may seek to collect the delinquent assessments, late fees, interest, and all costs of collection including attorney's fees, by filing a legal action in small claims court or superior court, and/or by initiating non-judicial or judicial foreclosure. The Association may not foreclose until the amount of delinquent assessments secured by the lien exceeds \$1,800.00 or is more than 12 months delinquent as set forth in Civil Code §5720. Nothing herein limits or otherwise affects the Association's rights to collect delinquent assessments, late charges, interest, collections costs, and attorney's fees in any manner permitted by law.

13. SUSPENSION OF PRIVILEGES: Subject to the notice and hearing provisions in the Association's CC&Rs and Bylaws, privileges may be suspended until delinquent assessments, including any late charges, interest, collection costs and attorney's fees have been paid in full.

14. NOTICE REQUIRED BY CIVIL CODE §5730:

“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 fifteen (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 nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial 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 nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial 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 nonjudicial foreclosure, the Association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The Association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by an or an Owner's guests, if the governing documents provide for this. (Section 5725 of the Civil Code).

The Association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of 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 thirty (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 twenty-one (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, the Owner 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 interest 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 exists. (Section 5665 of the Civil Code).

The Board 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).

Section Eight: ELECTION AND DIRECTOR RULES

These Election and Director Rules for the Association is adopted per the Davis-Stirling Act, California's Nonprofit Mutual Benefit Corporation Law, the Association's Articles of Incorporation, Bylaws, and Declaration. These rules provide for fair elections of directors and guidelines on the proper conduct of directors once elected. Unless otherwise stated, all capitalized terms will be the same as provided for in the Declaration or the Davis-Stirling Act.

I. VOTING RIGHTS

- A. Membership Voting Rights.** Ownership of a Lot entitles a single membership vote on all matters presented to the Members for voting. If more than one person owns a Lot, all owners will be deemed one member for voting purposes and will cast one vote per Lot. Fractional votes will not be allowed. In the event more than one ballot is cast for a particular Lot, only the first ballot received will be opened and counted.
- B. Eligibility.** The voting rights of a Member may be suspended for violations of the Governing Documents as provided within the CC&Rs and Bylaws. (CC&Rs, Article XV, Section 15.1(f); Bylaws, Art. XII, Sec. 12.1.)
- C. Record Date.** Unless the Board sets a "Record Date" for an election as provided in the Bylaws, the Record Date will be the date of the election meeting. If the Board sets a Record Date for an election, the Record Date shall not be more than sixty (60) days before the date of the election meeting. Unless the Board sets a Record Date for action by written ballot without a meeting, the record date for determining those Members entitled to vote by written ballot on proposed Association actions without a meeting shall be the day on which the first written ballot is mailed or solicited. If the Board sets a Record Date for action by written ballot without a meeting, the record

date shall not be more than sixty (60) days before the day on which the first written ballot is mailed or solicited. Only those owners on title by the Record Date are entitled to vote. Persons acquiring title to a Lot after the Record Date may attend the election meeting. (Corp. Code, § 7611(b) & (c).)

- D. Proof of Membership.** No person or entity may exercise the rights of membership without an ownership interest in property subject to the Association's CC&Rs. If the board should request proof of ownership, such proof will be in the form of a certified copy of a recorded grant deed.

II. PETITIONS

- A. Purpose.** Five percent (5%) of the membership may call for a special membership meeting. The purpose of the petition for a membership meeting must be set forth in the petition so members know what they are signing. Meetings may only be called for a lawful purpose. (Corp. Code, §§ 7510(e), 7511(a).)
- B. Signatures.** Only one Owner of a Lot may sign a petition. Any person on title to a property can sign on behalf of the property but it counts only once. For example, if ten Owners are on title for one Lot, and all sign a petition, it will count as one signature, not ten. Signatures by spouses not on title and by tenants are not valid. The Association may validate signatures by comparing them against signatures on file with the Association or by contacting signers to verify their signatures.
- C. Withdrawal of Signatures.** A petition can be rendered invalid if a sufficient number of signers withdraw their names such that the number of remaining signers falls below five percent (5%) of the membership.
- D. Setting the Date.** The date of the special meeting will be set by the Board and may not be less than thirty-five (35) nor over ninety (90) days from receipt of request. Notice of the date will be given to the membership not less than ten (10) days nor more than ninety (90) days before the date of the meeting. If the Board fails to give notice within twenty (20) days after receipt of request, the person calling the special meeting may give notice consistent with the Bylaws. (Corp. Code § 7511(a) and (c).)
- E. Recall Petitions.** Recalls may not be started against the Board or any individual director if: (a) the board or director has held office during the current term for less than ninety (90) days; (b) a recall election has been determined in the Board's or director's favor within the last six (6) months; or (c) for the recall of a Board - if an annual meeting will be held within six (6) months or less, or the recall of individual directors - their term will end within six (6) months or less. If a recall of the entire board fails, a six-month waiting period must be observed before recall petitions may be filed against individual directors.

III. BALLOTS AND PROXIES

A. Ballots

- 1. Official Ballots/Non Revocable.** Only those ballots printed by the Association or the Inspector of Elections will be official secret ballots. Official secret ballots will be delivered by the Association to every Member. Voters cannot substitute their own ballots for official ballots. Once an official secret ballot has been received by an Inspector of Elections, it will be irrevocable. (Civ. Code, §§ 5115 & 5120(a).)

2. *Secret Ballot.* A vote of the membership will be held by secret ballot for (i) elections regarding assessments legally requiring a vote, (ii) election and removal of directors, (iii) amendments to the Governing Documents, (iv) the grant of exclusive use of common area under Civil Code §4600 (v) any other meeting required by the governing documents or determined by the chairman of a Member meeting. (Civ. Code, § 5100(a).) Secret ballot voting procedures are as follows:
 - a) Voting Materials. A ballot and two pre-addressed envelopes with instructions on how to return ballots will be mailed by first-class mail or delivered by the Association to every Member entitled to vote not less than 30 days prior to the deadline for voting. To preserve confidentiality, a voter will not be identified by name, address, unit, or parcel on the ballot. (Civ. Code, § 5115(a).)
 - b) Ballot. The ballot should be filled out, but not signed by the voter and inserted into an inner envelope. (Civ. Code, § 5115(a)(1).)
 - c) Inner Envelope. The inner envelope is sealed with the completed unsigned ballot. This sealed inner envelope is then inserted into a second envelope, which is also sealed. (Civ. Code, § 5115(a)(1).)
 - d) Second Envelope. In the upper left-hand corner of the second envelope, the voting Member must print and sign his or her name, mailing address, and address within the Association or account number that entitles him or her to vote. The second envelope must be addressed to the Inspector of Elections who will tally the votes. (Civ. Code § 5115(a)(1).)
 - e) Delivery. The envelope may be mailed to the address on the envelope or delivered by hand to a location specified by the Inspector of Elections. The Member may request a receipt of delivery. (Civ. Code, § 5115(a)(2).)
 - f) Custody. The sealed ballots will be in the custody of the Inspector of Elections or at a location designated by the inspector or inspectors until after the tabulation of the vote, and until the time allowed by Civil Code section 5145 for challenging the election has expired, at which time custody will be transferred to the Association. (Civ. Code, § 5125.)
3. *Non-Secret Ballots.* For voting on other matters submitted to the Members for approval which do not require the secret ballot method above, written ballots will be distributed to all eligible members at least 30 days prior to the date set for voting and tabulation. All written ballots will provide at least 30 days to return the ballots to the Association and will state the date the ballots must be returned to be counted. (Corp. Code, § 7513(a).)
4. *Quorum by Ballot.* Each ballot received by an Inspector of Elections will be treated as a member present at a meeting to establish a quorum. (Civ. Code, § 5115(b).)
5. *Ballot Markings.* A ballot which contains any of the following symbols will be counted and tabulated as if the symbol was the number “1”: an “x”, a checkmark, or any non-numerical symbolic designation indicating the voter’s intent to vote for any candidate, issue or ballot measure. A ballot will not be invalidated due to the inclusion of a signature but may be invalidated per the determination of the Inspector of Elections that it fails to comply with these rules or law, per the Inspector’s authority as set forth below. (Civ. Code, § 5110(c)(8).)

B. Proxies. Proxy voting is allowed. Written authorization by the member for the proxy agent must

be filed with the Secretary of the Association in advance of each meeting to which the proxy applies. Proxies are revocable and will automatically expire after completion of the meeting for which the proxy was filed. (Bylaws, Article II, Sec. 2.4.)

C. Quorum and Approval Requirements

1. *Quorum.* Quorum is the presence in person or by proxy of at least fifty-one percent (51%) of the voting power of the Membership of the Association. (Bylaws, Article II, Section 2.3). If quorum is present at the initial meeting, Members present at such duly called or held meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. If quorum is not present at the initial meeting, a vote of the majority of those Members present at the meeting in person or by ballot may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days after the time the original meeting was called (Civ. Code, § 4070; Corp. Code, § 7512(d)), at which meeting the quorum requirement shall be twenty-five percent (25%) of the Members eligible to vote.; Bylaws, Article III, Sec. 3.6.)
2. *Approval.* Membership approval by written ballot will be valid only if:
 - a) The number of votes cast by ballot within the time established for return of the ballots equals or exceeds the quorum that would have been required to be present at a membership meeting if a meeting had been convened to vote on the proposal (Corp. Code, § 7513(b))
AND
 - b) The number of affirmative votes equals or exceeds the number of affirmative votes that would have been required to approve the action at such a meeting. (Corp. Code, § 7513(b).)

IV. ELECTION OF DIRECTORS

- A. **Number of Directors.** The authorized number of directors will be at five (5) Directors. (Corp. Code § 7151; Bylaws, Article IV, Sec. 4.1.)
- B. **Qualifications.** Nominees to the Board and those serving on the Board must meet these qualifications. (Civ. Code, § 5105(a)(3).)
 1. *Member in Good Standing.* The person or impersonal entity must not be delinquent in the payment of any Assessment (including being on a Board approved payment plan) and must not be subject to suspension of any membership rights due to violations of the Association's Governing Documents (following proper notice, hearing, and a finding by the Board).
 2. *One Nominee/Director Per Lot.* Only one Owner per Lot shall be eligible to serve on the Board at any time. No one may serve concurrently with another director with which they hold a record fee simple interest in the same Lot.
 3. *Conflict of Interest.* A person cannot serve on the board for the purpose of obtaining financial benefits from their position on the Board or to benefit their relatives, tenants, or particular members or residents. A person who owns all or part of a vendor or contractor doing work with the Association shall not be eligible to serve on the Board.
 4. *Code of Conduct.* Directors must abide by a Code of Conduct. A director's failure to abide

by the Code of Conduct, or violations thereof, will subject such director to disciplinary action, including removal by a majority vote of the other directors.

5. *Regularly Attend Meetings.* Directors must regularly attend meetings, and cannot have more than two (2) consecutive unexcused meeting absences or more than three (3) total unexcused meeting absences in any 12-month period. A director shall be deemed absent from a given meeting if they do not attend the meeting or leave prior to its adjournment. Whether a given absence is excused or unexcused will be determined by majority vote of the disinterested directors at the meeting following the absence. In the event of a deadlock, the absence shall be deemed excused.
 6. *No Felonies.* No person who has been convicted of a felony shall be eligible to serve as a director.
 7. *No Litigation.* No person shall serve as a director if he or she is a party in adverse legal action against the Association, its Officers, or Directors.
 8. *Subject to Removal.* A Director's failure to meet any of the required qualifications will subject that director to removal as provided within the Bylaws and these Rules.
- C. Impersonal Entities.** An impersonal entity that is a Member of the Association may designate a trustee, a corporation president, a managing partner of a partnership, or the majority owner of a legal entity other than a trust, corporation, or partnership, as a person eligible to stand for election.
- D. Term.** Board members will serve two-year terms on staggered terms. Each director, including a director appointed or elected to fill a vacancy or elected at a special meeting of the Members, shall hold office until the expiration of the term for which elected, resignation, removal, or until a qualified successor has been appointed or elected to fill his or her seat. (Bylaws, Article IV, Sections 4.3 and 4.5.)
- E. Nominations.** Individuals can become candidates for election to the Board under these procedures. (Civ. Code, § 5105(b).)
1. *Nomination Committee.* The Board may, but is not required to, form a nomination committee to nominate candidates.
 2. *Nomination Forms.* The Board may distribute nomination forms to the membership seeking qualified candidates for directors.
 3. *Self-Nominations.* Qualified candidates may nominate themselves, provided they submit their nomination prior to the date set for close of nominations.
- F. Voting.** Members may vote for those candidates properly nominated and meeting the director qualifications. The candidates receiving the highest number of votes shall be elected as directors and shall take office immediately following their election. In the event of a tie between candidates receiving the lowest number of votes for the last open seat on the board, the tie shall be broken by random drawing or flipping a coin. (Civ. Code, § 5105(b).)
- G. Cumulative Voting.** Cumulative voting is required at all elections in which more than two (2) directors are to be elected. A Member may cumulate his votes for any candidate for the Board if the candidate's name has been placed in nomination prior to the voting and if such Member, or any other Member, has given notice at the meeting prior to the voting of such Member's intention to cumulate votes. (Bylaws, Article IV, Section 4.5).

H. Timeline for Election of Directors. The cutoff for voting will be the start of the annual meeting or special meeting called for the election. Ballots will be tabulated and results announced at the meeting. These general timelines will generally govern the election of directors.

1. *Nominations.* At least sixty (60) days prior to the scheduled election, candidates may be nominated and nomination forms may be distributed to the membership.
2. *Mailing Annual Election Packages.* At least thirty (30) days prior to the scheduled election date, nominations will close and the official voting package is distributed to the membership.
3. *Notice of Election Results.* Within fifteen (15) days after the meeting, the results of the election are published to the membership.

V. CAMPAIGNING

A. Access to Media

1. *No Use of Association Resources.* The Association’s newsletter, website, bulletin board, or other association media may not be used for campaign purposes.
2. *Exception.* Only if any candidate or member is provided access to Association newsletters, website, bulletin board or other Association media during an election, for purposes reasonably related to that election, *then* equal access will be provided to all candidates and members. The access will be limited to information relating to that election, and will include those candidates and members not endorsed by the Board. The Association will not edit or redact any content from these communications, but may include a statement specifying that the candidate or member, and not the Association, is responsible for that content. The Association and its directors, officers, and agents, shall be immune from liability for the content of those communications. (Civ. Code, § 5105(a)(1).)

B. Use of Common Area

1. *No Cost for Use.* The Association will ensure access to the Common Area during a campaign at no cost to all candidates, including those who are not incumbents, and to all members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election. (Civ. Code, § 5105(a)(2).)
2. *Reservation.* Each candidate or member who wants to use the common area under this rule must make a reservation in advance of the date and time requested. Candidates’ and members’ requests to use the Common Area will be granted on a first-come, first-served basis, provided that the area is not already reserved. To assure fairness, each candidate may not reserve or use the common area for over two (2) hours. In addition, each candidate and each member will only be allowed to make one (1) reservation per election to use the Common Area.

C. No Use of Association Funds for Campaign Purposes. Association funds will not be used for campaign purposes for any Association board election. Funds of the Association will not be used for campaign purposes for any other Association election except to comply with duties of the Association imposed by law (Civ. Code, § 5135.) “Campaign purposes” includes:

1. Expressly advocating the election or defeat of any candidate on the Association election ballot. (Civ. Code, § 5135(b)(1).)

2. Including the photograph or prominently featuring the name of any candidate on a communication from the Association or its Board, except on the ballot, ballot materials, or a communication legally required, within 30 days of an election. This is not a campaign purpose if the communication is one for which the Association must provide equal access to another candidate or advocate. (Civ. Code, § 5135(b)(2).)
3. The restrictions of this section do not preclude directors in their capacity as a Member from advocating the election or defeat of any issue or candidate on the ballot. However, they may not use Association funds to do so.

VI. MEETINGS FOR VOTING

- A. **Chair of Meeting.** At each meeting of the membership for voting, the President, or if he or she is absent, the Vice President, or if he or she is absent, voting members may elect a chairman of the meeting. (Bylaws, Art. V, Secs. 5.5 & 5.6.)
- B. **Members Represented by Ballot.** Members present at a membership meeting in person or by ballot shall be counted towards satisfaction of the quorum requirements specified herein.
- C. **Loss of Quorum.** The Members present at a duly called election at which a quorum is required and present may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, so long as any action taken (other than adjournment) is approved by at least a majority of the Members required to constitute a quorum. (Corp. Code, § 7512(c); Bylaws, Article III, Sec. 3.6.)
- D. **Lack of Quorum.** Absent a quorum at a meeting where quorum is required, no business may be transacted except to adjourn the meeting to another date and time. A majority of the Members present and entitled to vote may adjourn the meeting. (Corp. Code, § 7512(d).)
- E. **Adjournment.** Any membership meeting, whether or not a Quorum is present, may be adjourned by the vote of the majority of the Members represented at the meeting to a time less than thirty (30) days from the original meeting without additional notice; provided, however, that if the meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in case of an original meeting. If the adjournment lacked a Quorum, the meeting will be adjourned to a date not less than five (5) days or more than thirty (30) days from the date the original meeting was called (Bylaws, Article III, section 3.6.)
- F. **Counting Ballots.** All votes will be counted and tabulated by the Inspector of Elections, or the designee of the Inspector of Elections, in public at a properly noticed open meeting of the Members. Any candidate or other Member of the Association may witness the counting and tabulation of the votes. No person will be allowed to open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated. (Civ. Code, § 5120(a).)

VII. INSPECTOR OF ELECTIONS

A. Selection

1. *Process.* The Board of Directors will select either one (1) or three (3) persons as Inspector of Elections. (Civ. Code, §§ 5105(a)(5), 5110(a).)
2. *Eligible Inspectors.* The following may serve as Inspector of Elections (Civ. Code, § 5110(b):

- a) Poll Worker. A volunteer poll worker with the County Registrar of Voters;
- b) Accountant. A licensee of the California Board of Accountancy, including any such licensee under contract to the association;
- c) Notary. A notary public;
- d) Recording Secretary. A recording secretary, including any such recording secretary under contract to the association;
- e) Association Members. Members of the association, but not: (i) members of the board, (ii) candidates for the board, (iii) persons related to a member of the board, or (iv) persons related to a candidate for the board;
- f) Person or Entity Under Contract to the Association. A person, business entity, or subdivision of a business entity currently employed or under contract to the Association for any compensable services;
- g) Management Company Representative. Representatives of any management company under contract to the Association.

B. Duties. The duties of Inspector of Elections include the following

1. *Membership*. Determine the number of memberships entitled to vote and the voting power of each. (Civ. Code, § 5110(c)(1); Corp. Code, § 7614(b).)
2. *Validity of Proxies*. Determine the authenticity, validity, and effect of proxies, if any. (Civ. Code, § 5110(c)(1); Corp. Code § 7614(b).)
3. *Quorum*. Determine the existence of a quorum for conduct of the election. (Corp. Code, § 7614(b).)
4. *Receive Ballots*. Receive all ballots. Once a secret ballot has been received by an Inspector of Elections, it will be irrevocable (Civ. Code, §§ 5110(c)(3), 5120(a); Corp. Code § 7614(b).)
5. *Closing of Polls*. Determine when the polls close. (Civ. Code, § 5110(c)(6); Corp. Code § 7614(b).)
6. *Custody*. The sealed ballots will be in the custody of the Inspector of Elections or at a location designated by the inspector until after the tabulation of the vote, and until the time allowed by Civil Code §5145 or as amended for challenging the election has expired, at which time custody will be transferred to the Association. (Civ. Code, § 5125.)
7. *Challenges*. Hear and determine all challenges and questions arising out of or in connection with the right to vote. If there is a recount or other challenge to the election process, the Inspector will, upon written request, make the ballots available for inspection and review by an Association Member or the Member's authorized representative. Any recount will be conducted in a manner that preserves the confidentiality of the vote. (Civ. Code, §§ 5110(c)(4), 5125; Corp. Code § 7614(b).)
8. *Verification of Signatures*. The Inspector of Elections, or his or her designee, may verify the

Member's information and signature on the outer envelope prior to the meeting at which ballots are tabulated. However, no person, including a Member of the Association or an employee of the management company, will open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated. (Civ. Code, §§ 5105(a)(6), 5120(a).)

9. *Counting.* Count and tabulate all votes. All votes will be counted and tabulated by an Inspector of Elections, or his or her designee, in public, at a properly noticed open meeting of the board or Members. Any candidate or other member of the Association may witness the counting and tabulation of the votes. (Civ. Code, §§ 5110(c)(5), 5120(a).)
 10. *Appoint Assistants.* Appoint and oversee additional independent third parties to verify signatures, and to count and tabulate votes as the Inspector of Elections deem appropriate provided that such persons are independent third parties. (Civ. Code, § 5105(c)(6).)
 11. *Results.* Determine the tabulated results of the election. (Civ. Code, § 5110(c)(7); Corp. Code, § 7614(b).)
 12. *Majority Rule.* If there are three Inspectors of Elections, the decision or act of a majority will be effective. (Civ. Code, § 5110(d); Corp. Code, § 7614(c).)
 13. *Impartiality.* Perform their duties impartially, in good faith, to the best of their ability, and as expeditiously as is practical. Any report made by the Inspector of Elections is prima facie evidence of the facts stated in the report. (Civ. Code, § 5110(d); Corp. Code, § 7614(c).)
 14. *Miscellaneous.* Perform any acts as may be proper to conduct the election with fairness to all Members under the Davis-Stirling Act, the Corporations Code, the Association's governing documents, and all rules of the Association. (Civ. Code, § 5110(c)(8).)
- C. **Removal.** The Board will have the power to remove an inspector who ceases to meet the required qualifications as provided for in these rules, is unable or unwilling to perform their duties, or for other good reason, and to appoint a new inspector in his/her place.

VIII. POST-ELECTION RESULTS

- A. **Results of the Election.** The tabulated results of the election will be announced immediately at the annual meeting or special meeting called for this purpose, and will be recorded in the minutes of the next meeting of the Board. Within fifteen (15) days of the election, the Board will give general notice under Civil Code §4045 of the tabulated results of the election. (Civ. Code, § 5120(b).)
- B. **Status of the Ballots after Election.** The sealed ballots will be in the custody of the Inspector of Elections or at a location designated by the Inspector until after the tabulation of the vote, and until the time allowed by Civil Code §5145 or amended for challenging the election has expired, at which time custody will be transferred to the Association. (Civ. Code, § 5125.)
- C. **Election Recount.** If there is a recount or other challenge to the election process, the Inspector of Elections will, upon written request, provide the ballots for inspection and review by a Member or the Member's authorized representative. Any recount will be conducted in a manner that preserves the confidentiality of the vote. The recount may be observed by Members of the Association. No election materials may be touched or handled by any person without the express consent of the Inspector of Elections and under the supervision of the Inspector. The results of the recount will be reported to the Board of Directors and within fifteen (15) days of the election, the Board will give

general notice under Civil Code §4045 of the tabulated results of the recount. (Civ. Code, § 5125.)

IX. DIRECTOR'S CODE OF CONDUCT

A. Proper Decorum and Conduct. Directors are obligated to act with proper decorum. Although they may disagree with the opinions of other directors, they must act with respect and dignity and not make personal attacks on others. Directors must focus on issues, not personalities and conduct themselves with courtesy toward each other and toward employees, managing agents, vendors and members of the Association. Directors will act in accordance with board decisions and will not act unilaterally or contrary to the board's decisions or take any action to undermine the entire board, other directors, vendors, or the manager. Proper decorum and conduct includes the following:

1. Directors will only discuss board matters during duly called board meetings. (Civ. Code, § 4910(a).)
2. A director will not continue to advocate against an action already decided by a majority of the Board. Once a matter is decided by a majority of the directors, the Board should speak and act with one voice.
3. A director will not disparage and will not make personal attacks or remarks against other directors, employees, or managers.
4. Directors will comply with the Governing Document and established policies and board resolutions.
5. A director will not disparage and will not make personal attacks or remarks against other directors, employees, or managers.
6. Directors will comply with the Governing Document and established policies and board resolutions.

B. Director's Responsibilities. The general duties for directors are to enforce the Association's Governing Documents, collect and preserve the Association's financial resources, insure the Association's assets against loss, and keep the common areas in a state of good repair. (Corp. Code, § 7231.) To fulfill that responsibility, directors must:

1. Regularly attend board meetings as required in the Bylaws.
2. Review material provided in preparation for board meetings. (Corp. Code, § 7231.)
3. Review the Association's financial reports. (Civ. Code, § 5500; Corp. Code § 7231.)
4. Make reasonable inquiry before making decisions. (Corp. Code, § 7231.)

C. Professional Conduct. Directors must conduct all dealings with vendors and employees with honesty and fairness, and safeguard information that belongs to the Association. (Civ. Code §§ 4935, 5215.)

1. Confidential Information. Directors are responsible for protecting the Association's and member's confidential information. They may not use confidential information for the benefit of themselves, members, residents, or their relatives, unless authorized by the full board. "Relatives" include a person's spouse, parents, siblings, children, mothers and fathers-in-law,

sons and daughters-in-law, brothers and sisters-in-law and anyone who shares the person's residence. Benefits include money, privileges, special benefits, gifts or other item of value. Except when disclosure is duly authorized or legally mandated, no director or committee member may disclose confidential information. (Civ. Code, §§ 4935, 5215.) Confidential information includes, without limitation:

- a) private personal information of fellow directors and committee members (Civ. Code, § 5215.),
 - b) private personnel information of the Association's employees (Civ. Code, § 5215.),
 - c) disciplinary actions against members of the Association (Civ. Code, §§ 4935, 5215.),
 - d) assessment collection information against members of the Association (Civ. Code, §§ 4935, 5215.),
 - e) matters discussed in executive session board meetings (Civ. Code, §§ 4935, 5215.),
 - f) confidential and privileged information in any third-party contracts (Civ. Code, §§ 4935, 5215.), and
 - g) legal opinions and legal disputes in which the Association is or may be involved--directors may not discuss such matters with persons not on the board without the prior approval of the Association's general counsel. Failure to follow these restrictions could constitute a breach of the attorney-client privilege and loss of confidential information. (Civ. Code, §§ 4935, 5215.)
2. **Self-Dealing.** Self-dealing occurs when directors make decisions that materially benefit themselves or their relatives at the expense of the Association. (Corp. Code, § 7233.) A director shall not:
- a) solicit or receive any compensation from the Association for serving on the Board or any committee,
 - b) enter into negotiations, solicit bids or contracts, authorize any work or purchase, or make promises to vendors unless with prior approval from the Board,
 - c) solicit or receive, any gift, gratuity, favor, entertainment, loan, or any other thing of value for themselves or their relatives from a person or company who is seeking a business or financial relationship with the Association,
 - d) seek preferential treatment for themselves or their relatives, and
 - e) use Association property (including but not limited to: email distribution lists, mailing lists not otherwise available to members, etc.), services, equipment or business for the gain or benefit of themselves or their relatives, except as is provided for all members of the Association.
3. **Misrepresentation.** Directors may not knowingly misrepresent facts. All Association data, records and reports must be accurate and truthful and prepared in a proper manner. Directors shall refrain from posting online any board business unless authorized by the Board or through authorized Association-websites.

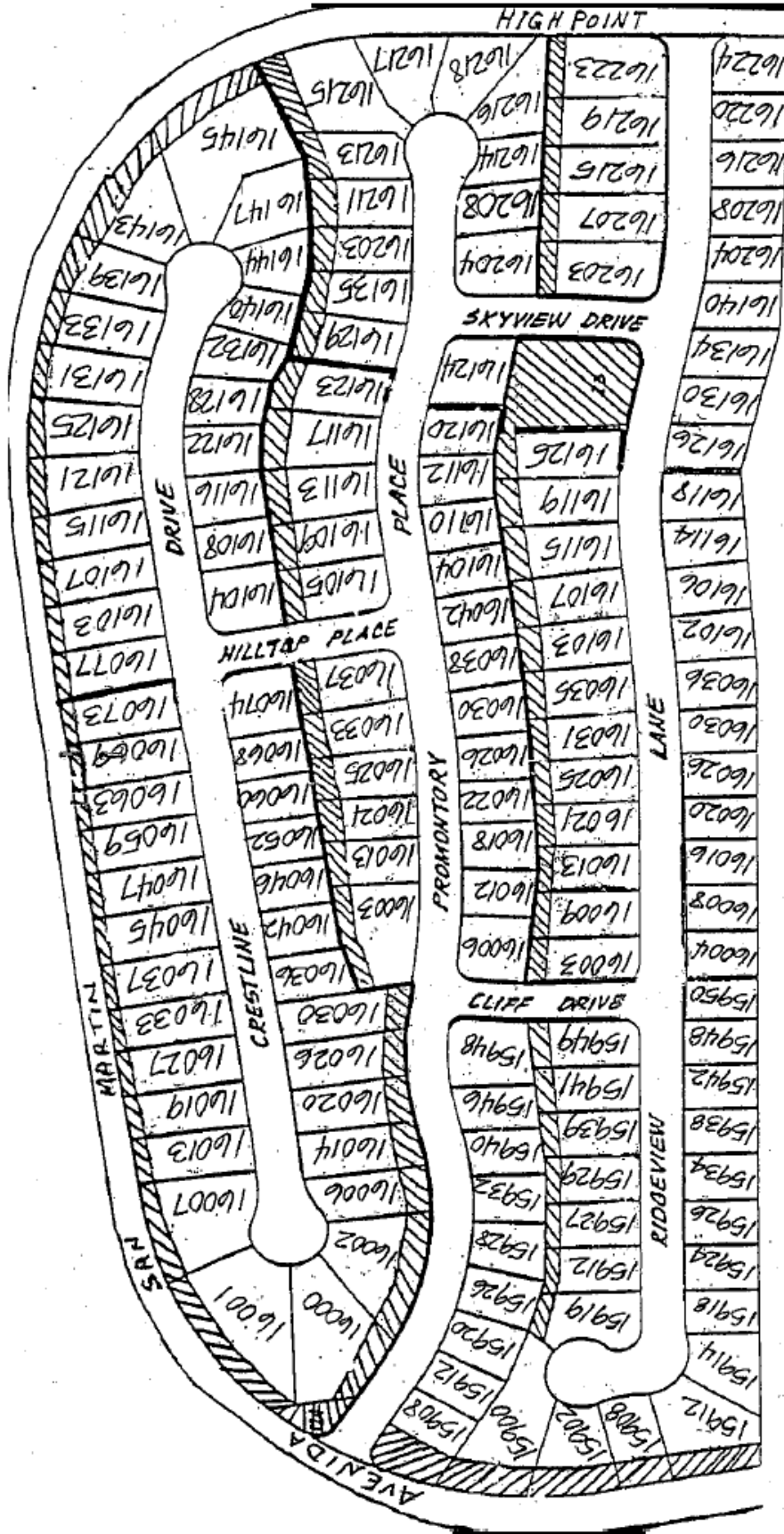
4. Interaction with Employees. To ensure efficient management operations, avoid conflicting instructions from the board to management and avoid potential liability, directors will observe the following guidelines:
 - a) The president may appoint a liaison between the Board and management to provide direction on day to day matters. The president may appoint himself/herself as the liaison. If no appointment is made, the secretary will serve as the liaison.
 - b) Directors may not contact management after business hours unless there is an emergency representing a threat of harm to persons or property or authorized.
 - c) If directors are contacted by members/residents/employee with complaints, the member/resident/employee will be instructed to contact management or the Board as a whole.
 - d) No director may threaten or retaliate against an employee who brings information to the board regarding improper actions of a director or committee member.
 - e) Directors are prohibited from harassing or threatening employees, vendors, directors, committee members, residents and owners, whether verbally, physically or otherwise.

5. Interaction with Community Members. Directors and committee members must speak with one voice when communicating the decisions of the board. To ensure consistent communication with the membership, only the authorized board or committee spokesperson shall convey information to the membership regarding the decisions of the board. Directors and committee members shall not:
 - a) publicly or privately contradict decisions made by the board,
 - b) author or transmit any oral or written communications, physical or electronic (such as email, social media, forums, etc.), to members or non- members, unless authorized to do so by the board,
 - c) represent themselves as mere members of the Association during their term as a director, and
 - d) disclose confidential information even after the expiration of their term.

- D. When Conflicts Arise.** Situations may arise that are not expressly covered by this policy or where the proper course of action is unclear. Directors should immediately raise such situations with the Board. If appropriate, the Board will seek guidance from the Association’s legal counsel.
 1. Disclosure & Recusal. Directors must immediately disclose the existence of any conflict of interest, whether their own or others. Directors must withdraw from participation in decisions in which they have a material interest (Corp. Code, § 7233.).

2. Violations of Policy. Directors who violate this Code of Conduct are deemed to be acting outside the course and scope of their authority. Anyone in violation of this policy may be subject to immediate disciplinary action, including, but not limited to,
 - a) removal from the Board (Corp. Code § 7221),
 - b) censure,
 - c) removal from committees,
 - d) removal as an officer of the board,
 - e) request for resignation from the board,
 - f) recall by the membership (Corp. Code, § 7222), and
 - g) legal proceedings (Corp. Code § 7223).
3. Prior to taking any of the actions described above, the Board shall investigate the violation, review the evidence of violation, endeavor to meet with the director/ Member believed to be in violation, confer with the Association's legal counsel, and take appropriate action. Before the Board remove a director, the Board shall, at its next open meeting or a special open meeting called for this purpose, review evidence and make a finding of whether the Director should be removed and, if the Board makes such finding, the Board shall remove the Director from the Board and shall record its findings and action in the minutes of the meeting. The Board may meet with the director in executive session but the vote for removal must be done in open session.

ASSOCIATION MAP



Indicates areas to be maintained by HOA



The Heights at Hillsborough Homeowners Association



EXHIBIT "A"
THE HEIGHTS AT HILLSBOROUGH HOMEOWNERS ASSOCIATION

NOTICE OF SATELLITE DISH/ANTENNA INSTALLATION FORM

Name: _____ Date: _____
 Address: _____ Property Address: _____
 Home Phone: _____ Business Phone: _____

Satellite Dish/Antenna Agreement:

I, _____ (*Insert Your Name*), have read the Rules & Regulations for the Association and agree to install the device per the requirements.

The device will be installed on _____ (*Insert Install Date*). I understand that if the satellite dish or antenna device CANNOT be installed per the Rules & Regulations, I must submit an application for architectural approval PRIOR to installation detailing the proposed installation.

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

 X _____
 Signature Date

Fax, Mail or Email to :

The Heights at Hillsborough Homeowners Association
 c/o SO CAL PROPERTY ENTERPRISES, INC.
 1855 Sampson Avenue
 Corona, CA 92879
 Fax: (951) 270-3709
 Email: vm@socalenterprise.com

<i>Community Board Use Only</i>	
<input type="checkbox"/> IN COMPLIANCE	<input type="checkbox"/> NOT IN COMPLIANCE
Corrections Required:	
X _____	_____
Signature	Date

EXHIBIT "B"

**THE HEIGHTS AT HILLSBOROUGH HOMEOWNERS ASSOCIATION
REQUEST FOR ARCHITECTURAL APPROVAL**

HOMEOWNER INFORMATION:

Name: _____ Home Ph: _____
 Property Addr.: _____ Work Ph: _____
 Mailing Addr.: _____ Cell Ph: _____
 (if different) _____ Email: _____
 Signature: **X** _____ Date: _____

PLEASE INCLUDE 3 SETS OF DRAWINGS THAT SHOW DETAILS OF SIZE, DESIGN, COLOR, MATERIALS AND LOCATION OF IMPROVEMENT.

PROJECT(S) BEING SUBMITTED: (Please check appropriate items)

ARCHITECTURAL

- Awnings
- Deck (wood)
- Gazebo
- Doors/Windows
- Patio Cover
- Rain Gutters
- Screen Door
- Security Screen Door
- Tinted Windows
- Exterior painting: Must provide paint store color sample(s) and identify area(s) to be painted, and must receive written approval prior to starting

LANDSCAPE/HARDSCAPE

- Fence(s)/Walls:
- Front
- Side
- Retaining
- Drains

EQUIPMENT

- Air Conditioner
- Built-In Barbecue
- Lighting
- Satellite Dish
- Solar Panels

Other: _____

Please include drawings, sketches, pictures or paint samples as necessary, and return to:
SO CAL PROPERTY ENTERPRISES, INC.
 1855 Sampson Avenue • Corona, CA 92879
 Phone (951) 270-3700 • Fax (951) 270-3709 • vm@socalenterprise.com

DO NOT WRITE BELOW THIS LINE (FOR COMMITTEE USE ONLY)

The Architectural Committee has determined that the above submittal is:

- | | | |
|-----------------------------------|---|---|
| <input type="checkbox"/> APPROVED | <input type="checkbox"/> APPROVED WITH CONDITIONS | <input type="checkbox"/> DISAPPROVED AS SUBMITTED |
|-----------------------------------|---|---|
- () See comments on plans. () Paint Colors Approved, see below:
 () Please see reverse for additional comments. Stucco color: _____
 () Maintain existing drainage pattern or provide alternative drainage method. Fascia Board color: _____
 () Resubmit patio cover with additional dimensions and elevation. Eaves color: _____
 () Do not pour concrete against existing fence. Wood Siding color: _____
 () No raised planters against existing walls. (No more than 12 inches of soil to be retained.) Wood Trim color: _____
 () Submit originally reviewed plans with revised drawings. Front Door color: _____
 () All lighting must be low wattage. Garage Door color: _____
 () Resubmit with more details for _____. Gates color: _____
 () No extension of driveway.

COMMENTS: _____

THE HEIGHTS AT HILLSBOROUGH HOMEOWNERS ASSOCIATION ARCHITECTURAL REVIEW COMMITTEE

Date: _____ Initial: _____ Date: _____ Initial: _____