

# STELLAN RIDGE

## Community Association Handbook

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**Design Guidelines  
Improvement Submittal Application  
Rules and Regulations  
Community Policies**

**September 20, 2006  
Revised: April 11, 2007**

**STELLAN RIDGE COMMUNITY ASSOCIATION  
COMMUNITY HANDBOOK  
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## HOMEOWNER DESIGN GUIDELINES

### Introduction

#### Purpose

These design guidelines are a guide for all homeowners to use for any improvements or modifications you wish to make to the exterior of your home or on your property. The intent is to increase homeowner awareness of the ways in which the quality of the Stellan Ridge community is preserved and the responsibilities the homeowners must assume in this process. The standards contained in these guidelines address exterior improvements and are not intended to be all inclusive.

The specific objectives of these guidelines are:

- To provide uniform guidelines to be used by the Design Review Committee (DRC) in reviewing applications to make sure the proposed improvements comply with the standards noted in the legal documents.
- To assist homeowners in preparing the applications for improvements
- To maintain and improve the appearance and quality of Stellan Ridge
- To increase homeowner awareness and understanding of the governing documents of the community (CC&Rs, By Laws, etc.)

These guidelines are not intended to inhibit individuality and creativity, but to assure homeowners of continuity in design that will help preserve or improve the appearance of the community, protect property values, and enhance the overall architectural environment of the community.

These standards are subject to modification from time to time as determined by the Stellan Ridge Community Association Board of Directors. Homeowners are responsible for obtaining the most current version of these standards prior to preparation of plans.

The CC&Rs establishes the authority of the DRC and require all improvements be approved by the DRC prior to installation. Every homeowner is encouraged to read the CC&Rs thoroughly for complete understanding of the responsibilities of the community Association and its members. Please call the property manager for clarification on any issues contained in this or any of the Association's documents.

It is the homeowner's responsibility to ensure compliance with these guidelines and it is recommended a copy of these guidelines be provided to all contractors working on the homeowner's property before plans are prepared.

## **A. Landscape**

### **1. Landscape Character**

The landscape concept of the community, including the plant palette, is characteristic of traditional Southern California neighborhoods with themes of Tuscan and San Juan Capistrano mission styles. Subsequent landscape improvements must be compatible with the original design and community character. Overly thematic designs that establish an independent or alternative landscape design that detract from the continuity and character envisioned for Stellan Ridge are not permitted. The plant palette and guidelines contained in this section are in keeping with the community theme.

### **2. General Guidelines for Landscaping**

#### **a. Front Yards and Slopes – Street Scene (As shown in Exhibit A)**

To preserve and maintain the visual aesthetics of the street scenes in Stellan Ridge, there are certain restrictions that apply to all front yards and slopes facing or fronting the streets. While these areas will be owned and maintained by the individual homeowners, grading into these slopes is prohibited. The following vertical improvements may not be constructed or installed within these front yard or slope areas:

- Retaining Walls over three (3') feet in height
- Swimming pools or spas
- Vertical structures (such as gazebos, sheds and barns)
- Tennis/Sport Courts

The above mentioned structures, with the exception of retaining walls, may be submitted as improvements for rear yards only.

#### **Paved Areas**

Paved areas should be minimized in yards visible to streets. Driveway expansions are not permitted, except for a maximum of two (2') foot wide bands on each side; or a single three and one-half (3.5') foot band on one side only.

Paved areas to allow for RV access shall be separated from the existing driveway with a two (2') foot minimum wide planter area.

Walkways to front doors must not exceed ten (10') feet or one-third (1/3) of the frontage of the main portion of the front yard (whichever is greater), exclusive of the driveway and the side yard on the narrow side of the driveway. Variances may be granted for front yards that are larger than average.

In addition, hard surface improvements such as walks, stairs, driveways, low planter walls (not to exceed 3 feet in height) may be installed within a maximum 25% of the front slope area, but in no circumstance may these improvements exceed the 25%. Open fencing that is consistent with the design guidelines and does not constitute a visual barrier may be installed as part of the hard surface improvements.

Permitted paving materials include concrete, brick, exterior pavers and flagstone, in colors compatible with the existing stucco and masonry accents on the house. Inappropriate paving materials include gravel, large expanses of decomposed granite and asphalt.

Boulders may be in planter areas and are limited to thirty-six (36") inches maximum height exposed and softened with plant material. Exposed boulders are not permitted in turf areas.

### **Trees**

Removal of trees in the Association owned or maintained landscape areas is not permitted. Trees installed in these areas by the original builder must remain, unless the removal or replacement of the tree is approved in writing by the DRC. Fruit bearing trees are not permitted in front yards and shall be setback five (5') feet minimum from property lines in the rear yard unless of a dwarf variety. Trees within five (5') feet of property lines require root barriers. Location of builder installed trees shall be noted on the plans.

Certain palm trees may be planted within the front yard, however these are limited to plantings in clusters of 3 randomly spaced. The palm trees may not be planted in such numbers to void the Traditional California theme of the community.

### **Shrubs, groundcover and turf**

All planting areas visible from the street shall be completely covered with shrubs, turf or groundcover. Groundcover to be planted twelve (12") inches minimum on center. Bedrock and/or mulch shall not be the dominant feature of the landscape and shall be secondary to the plant material.

Shrubs are encouraged at the base of the house wall, any garden wall and any fence visible to the street. At corner lots, the area in the side yard between the street and the side yard fence must be planted with groundcover and shrubs or vines.

A recommended list of approved and prohibited plant material is found in Section III on page 13.

### **Thematic landscape features**

Thematic landscape features with overly distinctive colors, forms or materials that establish an independent theme that detracts from the overall street scene, such as glass block, mirror balls, pink flamingos, Astroturf, rock gardens, gravel yards, boulders in turf areas, cactus and succulents, waterfalls, sculptures and fountains that are incompatible with the architecture, such as contemporary designs and railroad ties, are not permitted in private yards visible from the streets.

### **Front yard fountains**

Fountains shall be consistent with the overall design theme for Stellan Ridge. Statues and/or sculptures that establish an independent design theme are not permitted.

Fountains that are consistent with the overall community should be considered as an accent feature to the main residence. Where those elements are visible from the street and/or common areas, their size and scale should be consistent with other proposed hardscape elements, but in no case exceed four (4') feet in height. Fountains shall be softened from view with plant material.

The subject matter of statuary and sculpture elements associated with fountains shall be appropriate for their residential context. Elements that could reasonably be considered offensive are not permitted. Such subject matter generally includes, but is not limited to; religious forms, symbols or objects, political subjects or satirical items, nude forms, gnomes, freeform and other types of sculptures and statues that contain written material, verses and advertisements. These elements are not permitted in areas that are visible from the street and or common areas. Simple bowl type fountains are acceptable.

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

Fountains in the front yards shall be setback a minimum of ten (10') feet from the back of sidewalk and/or side property lines. They are more appropriately located close to the primary residence. They are not permitted to be placed in a location where they detract from the overall appearance of the street.

The design, quality and quantity of fountains, statuary and sculpture elements are subject to review and approval of the DRC. Fountains may require conditional use permit approval by the City.

**b. Landscaping in yards not visible from streets**

Except for patio covers, fireplaces and gazebos, the top of all landscape features, such as garden walls, fences, trellises, statues, sculptures, waterfalls and fountains, shall be below the top of the perimeter wall or not visible from the yard of any surrounding residences. Custom design vine trellises above the perimeter wall height up to eight (8') feet maximum height may be approved on a case-by-case basis.

Palm trees in rear yards: must be limited to planting in clusters of 3-5, randomly spaced, and not in such number as to create a mass of palm trees visible from any neighboring property.

**c. Slopes Adjacent to Open Space (As shown in Exhibit A)**

Within the Stellan Ridge community, open space areas have been provided for the purpose of protecting the natural viewsheds and preserving the natural features of the environment and are not for homeowner use, only for visual enjoyment. The boundaries for these open space areas were established in the recorded tract map.

In order to maintain and preserve the open space areas, all slopes within a homeowner's property adjacent to the open spaces must comply with the following maintenance requirements and use restrictions:

Remove invasive plant material as listed in the design guidelines  
Remove all weeds  
Thin out plant material that is considered a fire hazard or combustible

Use Restrictions:

Replace any dead plant material with the same plant material or one that is listed in the design guidelines  
Only add plant material that is acceptable in this area and listed in the design guidelines  
Do not plant any invasive materials listed in the design guidelines  
Do not install or place any structure or landscape feature within this area such as: (this is not an inclusive list)  
Pools or any water feature  
Walls  
Hardscape or paving of any kind  
Stairs, trails or roads  
Corrals  
Barns, gazebos, trellises, storage sheds, greenhouses  
Tennis courts, patios, decks  
Vegetable or ornamental gardens

d. **Fences and Walls**

Homeowners are responsible for submitting fence, wall and gate plans to the City for review. Fences, walls and gates that are located forward of the front plane of the house and above three (3') feet in height may require a conditional use permit from the City.

Extensions and modifications of existing fencing or walls shall match the existing original walls. Return walls/fences/gates shall be set back a minimum of four (4') feet from the face of the house. Exposed structural framing, an unfinished side of the fence or a fence varying from the existing fencing standards shall not be visible to any street, common area or neighboring lot. All new fencing shall be finished to match existing fences or with a finish compatible with the residence. Walls and fencing on slopes shall slope to meet grade and no vertical steps in walls or fences are permitted. Removing or relocating builder installed walls is not permitted. **Gates are not permitted to be installed in any perimeter fencing on a lot that would allow access to the open space easement areas.**

Acceptable materials for fencing and walls:

Tubular steel/wrought iron (vertical bars) simple design/not overly ornate  
Masonry or stucco is acceptable - materials must conform to type, quality, color and character of existing walls  
Other materials may be proposed to the DRC for approval

Unacceptable fencing materials:

Aluminum or sheet metal  
Chicken wire, wire mesh or barbed wire  
Galvanized, vinyl-coated or plastic chain link  
Plastic webbing, fiber-glass, bamboo, reeds or similar materials  
Rope or other fibrous strand elements  
Miniature type fencing



Plexiglass  
Wood fencing

Side yard and rear yard fence/wall heights shall not exceed six (6') feet and must meet the following guidelines.

Fences/walls which intersect with community wall pilasters shall intersect below the cap level of the pilaster and not even with, or above the top of the pilaster.

Side and rear yard fences/walls must intersect at an equal or lower height from existing rear and/or front fences. For example, if you have a five (5') foot rear wall you are limited to a five (5') foot sideyard fence.

Soil shall not be retained against any existing wall or fence. **Subwalls shall be required between any new raised planter and any existing wall or fence.**

Front yard walls and fencing (forward of the front façade of the house) shall meet the following criteria:

Solid masonry walls and pilasters:

Maximum height: three (3') feet

Minimum setback: thirty (30') feet from the property line

Solid walls equal to or greater than eighteen (18") inches in height shall be softened with shrubs.

View fencing (i.e.: Tubular steel/wrought iron, split rail) with pilasters:

Maximum height: four (4') feet

Minimum setback: twenty-five (25') feet from property line

The material, color and texture of new walls and fencing in the front yard must be compatible with the walls and architecture of the existing house. Unfinished concrete precision block or wood is not permitted.

All balustrades must be approved by the DRC.

**e. Overhead Patio Structures, Shades, Arbors and Gazebos**

Construction of all accessory structures requires prior DRC approval. All structures shall be compatible with the original architectural character of the existing residence.

Overhead patio structure, sunshade, arbor and gazebo structures shall be of wood construction, PVC or aluminum that simulates wood. Vertical supports may be of stucco or masonry. Materials shall be of appropriate proportion and scale.

All patio structures and gazebos with a pitched roof that matches the house roof pitch shall be a maximum of twenty (20') feet high from the original elevation to the highest point. Any roof tile shall match the residence.

Patio structures and gazebos shall be setback a minimum of five (5') feet clear from overhang to property line, perimeter fence/wall and/or top of slope, whichever is most restrictive.

All posts should be designed to be proportional to the overhead structure. Four by four (4 x 4) wood or metal posts must have wood trim to appear wider and more substantial.

Flat roofed patio structures shall be open trellis style. A minimum of 50% of the total roof area shall be open and equally distributed.

Patio structures shall be painted to match or be compatible with house fascia and trim.

Unacceptable construction materials for structures in this section:

- Metal or prefabricated structures of metal - unless approved by the DRC
- Corrugated plastic
- Corrugated fiberglass
- Fiberglass, plastic webbing, split bamboo, reeds or similar materials
- Asphalt

**f. Barbeques/Bar Structures**

Construction of permanent barbeques requires prior DRC approval. Portable barbeques may be used, provided that they are located/stored in such a manner to minimize impact on adjacent homeowners.

Permanent barbeques/bar structures are to be located in the rear yards only and are to be setback five (5') feet minimum from face of fence/wall or top of slope, whichever is more restrictive.

**g. Outdoor fireplaces**

Outdoor fireplaces are subject to review and approval by the DRC. Fireplaces that exceed the height of perimeter walls or are visible from streets or common areas shall be designed to be compatible with the main residence. Stucco fireplaces shall match the color and finish of the house. Unarticulated or plain precision block is not permitted.

Outdoor fireplaces shall be restricted to private rear yards or interior court yards only.

Fireplaces shall be setback a minimum of five (5') feet from perimeter fences/walls or top of slope, whichever is more restrictive.

Outdoor fireplaces that are attached to a patio cover or other detached accessory structure can be constructed to a maximum height of twenty (20') feet to meet building codes. All setbacks shall be measured from perimeter fences/walls or top of slope, whichever is more restrictive.

All fireplace improvements are subject to applicable city and fire codes. **In cases where codes are more lenient than the guidelines, compliance to the guidelines is still required, regardless of city and fire codes.**

#### **h. Play Structures**

Maximum height is fifteen (15') feet from existing grade.

Structures shall be painted to match the wood members on the house. (This excludes the natural redwood structures that appear rustic in nature and often come from the manufacturer with a pitched wooden roof element).

Bright colored elements, including primary colors, are prohibited if they are above the height of the perimeter wall or visible from street or common area.

If the play structure exceeds the perimeter wall height, plant material screening will be required.

If the height of the play structure exceeds the perimeter wall height, the minimum setback to the property lines is ten (10') feet to allow space for landscape screening. These criteria should not be used to reduce any clear area (safety) setbacks suggested by the manufacturer. (The fact that safety setbacks cannot be met within the lot should not be considered a basis for granting a variance).

Play structures are only permitted in rear yards or in side yard areas behind the adjacent front face of the residence and are to be screened from the street and/or common areas by a solid wall and shall be softened and screened with evergreen trees or vertical shrubs/hedges.

The DRC may determine that some play structures may require additional measures in order to mitigate aesthetic and/or privacy concerns.

#### **i. Greenhouses**

Greenhouses are restricted to private rear yards only and are not permitted in front yards or side yard areas along the side of the house.

Maximum height from original finish grade to be eleven (11') feet.

Any proposed greenhouse that exceeds the height of perimeter walls is subject to review and approval by the DRC. Minimum setback to property line or wall is ten (10') feet.

Greenhouse structures should be simple in design and utilize quality building materials. Plastic frames are not permitted.

Frames shall be painted to match the house trim, tubular steel/wrought iron work on the main house or painted black or dark green. No reflective or bare metal surfaces are permitted.

All greenhouses shall be constructed out of glass, not plexi-glass, plastic and/or screening materials. All building and safety standards are the responsibility of the homeowner.

Commercial looking as well as ornate designs are not permitted.

Lighting and mechanical devices such as fans or heaters are subject to review by the DRC. Lighting is to be directed and screened so that it does not impact any adjoining neighbors or common area.

**j. Infinity Pools**

If approved by the DRC, homeowners may be allowed to replace the 3-strand wire fencing at the bottom of the slope adjacent to the open space area with the approved fencing shown in Exhibit C. With this approval, the homeowner will be responsible to maintain the fencing, not the HOA.

**k. Water Features**

Construction of any water feature must not disturb neighbor's yards or property owned and/or maintained by the Association.

Spas, hot tubs, swimming pools, reflecting pools, koi ponds and similar water features are only permitted in private yards not visible from the street.

The water feature must not damage existing walls or fences. Water features including fountains are not to be permanently attached to any perimeter wall; they must be free-standing. All equipment shall be completely screened from view from streets, common areas and other homes and lots. Noise must be controlled to minimize the impact on neighbors. Homeowner's are responsible for any damage to existing walls/fences caused by improper installation or attachment of the water feature.

All solar collectors must be designed and located to be unobtrusive. Profiles must be minimized. Colors must be compatible with the house. All supports and piping must be enclosed.

Any part of a pool, spa or exposed equipment shall require DRC approval. Drawings must indicate the location of pool equipment, proposed screening and the means of access for the proposed construction.

Caution: Pool construction, drainage and fencing will be required to conform to the appropriate jurisdictional agency building and health codes. This area may have large rock which could require specialized equipment.

All grading spoils to be completely removed from site or distributed within homeowner's lot. Dumping is not permitted on adjacent areas, including streets and open space.

All setbacks shall follow the City's code requirements.

**l. Sport Courts**

Sport courts, such as, but not limited to, basketball courts and tennis courts shall be located a minimum of ten (10') feet clear from property lines, perimeter walls or top of slope, whichever is more restrictive; and the area between the sport court and the property line shall be landscaped so that the sport court is not readily visible from any street, common area, or neighboring lot. Exterior lighting of the sport courts must be hooded and/or shielded from adjacent properties. Fencing greater than six (6') feet high is not permitted.

**m. Tool Sheds**

Tool sheds are not permitted to exceed the height of perimeter property line fences and walls unless they can be adequately screened and not visible from surrounding residences.

**n. RV Storage**

Recreational vehicles may be parked wholly within the garage or on a side yard that is of sufficient size to contain the vehicle wholly within the homeowner's lot while allowing adequate space for landscape screening.

Recreational vehicles are to be stored behind solid/opaque fencing or walls no more than six (6') feet in height and screened from view of neighbors with evergreen trees or vertical shrubs. Planter areas for landscape screening shall be four (4') feet minimum in width.

**o. Drainage**

Area drains must be installed in private yards for adequate drainage. The drainage pattern established with the original grading of the lot must be maintained. No drainage will be permitted onto common area slopes, landscaping, or adjacent lots. Any new area drain must be connected to existing drain lines. Curb cores are allowed with a permit from the Public Works Department with the City of Riverside.

**p. Water Softener System Guidelines**

Water softener and other water systems shall be permanently screened from view from street, common area and adjacent lots. Appropriate screening techniques include walls, fences, evergreen shrubs and trellises with vines

### 3. Plant Palette

Plants that respect soil conditions, water use and that are consistent with the overall appearance of the community should be selected. The trees, shrubs, vines and groundcovers on the following list were recommended to the original builder for their known tolerance for heavy soil and minimal water requirements. Individual yards have unique characteristics, such as the amount of sunlight they receive. Therefore, some of these plants may be inappropriate for use in private yards. Professional advice should be followed when selecting plants.

Homeowners should assess any existing common landscape areas adjoining their property, such as parkways, and select plant materials that reinforce or is compatible with such existing landscape.

Plants permitted within the community include the following:

#### ACCEPTABLE TREES

<u>Botanical Name</u>	<u>Common Name</u>
Acacia baileyana	Bailey Acacia
Acacia smallii/farnesiana	Sweet Acacia
Albizia julibrissin	Silk Tree
Arbutus unedo	Strawberry Tree
Bauhinia purpurea	Purple Orchid Tree
Brachychiton populneum	Bottle Tree
Callistemon rigidus	Stiff Bottlebrush
Cercidium floridum	Blue Palo Verde
Cercis occidentalis	Western Redbud
Chamaerops humilis	Mediterranean Fan Palm
Chilopsis linearis	Desert Willow
Chorisia speciosa	Floss Silk Tree
Citrus	Citrus species
Cotinus coggygria	Smoke Tree
Cordyline australis	Giant Dracaena
Elaeagnus angustifolia	Russian Olive
Eriobotrya deflexa/japonica	Loquat
Eucalyptus lehmannii	Bushy Yate
Eucalyptus leucoxyton	White Ironbark
Eucalyptus nicholii	Peppermint Leaved Willow
Eucalyptus rudis	Desert or Swamp Gum
Eucalyptus spathulata	Swamp Gimlet
Eucalyptus torquata	Coral Gum
Feijoa sellowiana	Pineapple Guava
Ficus rubiginosa	Rusty Leaf Fig
Ginkgo biloba	Maidenhair Tree
Gleditsia triacanthos	Honey Locust
Heteromeles arbutifolia	Toyon
Jacaranda acutifolia	Jacaranda

**ACCEPTABLE TREES Cont.**

<u>Botanical Name</u>	<u>Common Name</u>
Juglans californica	California Walnut
Lagerstroemia X faureri	Crape Myrtle
Lagunaria patersonii	Cow-itch Tree
Laurus nobilis	Sweet Bay
Leptospermum laevigatum	Australian Tea Tree
Leptospermum scoparium	New Zealand Tea Tree
Lyonothamnus floribundus asplenifolius	Fernleaf Catalina Ironwood
Magnolia grandiflora	Southern Magnolia
Maytenus boaria	Mayten Tree
Melaleuca linarifolia	Flaxleaf Paperbark
Melaleuca nesophila/quinquinervia	Melaleuca
Metrosideros excelsis	New Zealand Christmas Tree
Olea e. 'Fruitless'	Fruitless Olive
Olneya tesota	Desert Ironwood
Parkinsonia aculeate	Mexican Palo Verde
Phoenix dactylifera	Date Palm
Pinus brutia	Calabrian Pine
Pinus coulteri	Coulter Pine
Pinus eldarica	Mondell Pine
Pinus halepensis	Aleppo Pine
Pinus pinea	Stone Pine
Pinus torreyana	Torrey Pine
Pistacia chinensis	Chinese Pistache
Pittosporum rhombifolium	Queensland Pittosporum
Platanus racemosa	California Sycamore
Podocarpus gracilior	Fern Pine
Podocarpus macrophyllus	Yew Pine
Populus fremontii	Fremont Cottonwood
Prosopis chiloensis	Chilean Mesquite
Prosopis juliflora	Mesquite
Prunus caroliniana	Carolina Laurel Cherry
Prunus lyonii	Catalina Cherry
Quercus agrifolia	Coast Live Oak
Quercus chrysolepis	Canyon Live Oak
Quercus douglasii	Blue Oak
Quercus englemannii	Mesa Oak
Quercus ilex	Holly Oak
Quercus kelloggii	California Black Oak
Quercus wislizenii	Interior Live Oak
Rhus lancea	African sumac
Sambucus mexicana	Mexican Elderberry
Tristania conferta	Brisbane Box
Tristania laurina	Laurel Box
Umbellularia californica	California Bay
Washingtonia filifera	California Fan Palm

**\* PLANTS NOT RECOMMENDED TO BE PLANTED ADJACENT TO OPEN SPACE AREAS OR FUEL MODIFICATION ZONES**

**ACCEPTABLE SHRUBS**

<u>Botanical Name</u>	<u>Common Name</u>
Acacia farnesiana	Sweet Acacia
Agave americana	Century Plant
Agave desertii	Desert Agave
Agave shawii	Shaw Agave
Aloe arborescens	Tree Aloe
Aloe striata	Coral Aloe
Alyogyne huegelii	Blue Hibiscus
Arctostaphylos spp.	Manzanita
<b>Artemesia californica*</b>	<b>California Sagebrush*</b>
Artemesia 'Powis Castle'	Powis Castle Sage
Baccharis spp.	Desert Broom
Bougainvillea	Bougainvillea
Calliandra haematocephala	Pink Powder Puff
Caesalpinia gilliesii	Bird of Paradise Bush
Caesalpinia pulcherrima	Dwarf Poinciana
Calliandra californica	Baja Fairy Duster
Caprosma kirkii	Creeping Corprosma
Ceanothus spp.	Wild Lilac
Centaurea cineraria	Dusty Miller
Cercocarpus betuloides	Mountain Mahogany
Cercocarpus ledifolius	Curl-leaf Mountain Mahogany
Cistus spp.	Rockrose
Dalea greggii	Trailing Indigo Bush
Dalea spinosa	Smoke Tree
Dasyliion wheelerii	Desert Spoon
Dendromecon rigida	Bush Poppy
Diplacus puniceus	Red Monkey Flower
Echium fastuosum	Pride of Madiera
Elaeagnus pungens	Silverberry
Encelia californica	California Encelia
Encelia farinosa	Desert Brittlebush
<b>Eriogonum fasciculatum*</b>	<b>California Buckwheat*</b>
<b>Eriogonum giganteum*</b>	<b>St. Catherine's Lace*</b>
Escallonia fradesii	ncn
Festuca idahoensis	Idaho Fescue
Fremontodendron californica	Flannel Bush
Galvezia speciosa	Island Bush Snapdragon
Garrya flavescens	Pale Tasselbush
Grevillea 'Noellii'	ncn
Grevillea thelemanniana	Hummingbird Bush, Spider Net Grevillea
Grewia caffra	Lavender Star Flower
Helianthemum nummularium	Sunrose
Hemerocallis hybrida	Daylily
Hesperaloe parviflora	Red Yucca

**\* PLANTS NOT RECOMMENDED TO BE PLANTED ADJACENT TO OPEN SPACE AREAS OR FUEL MODIFICATION ZONES**



**ACCEPTABLE SHRUBS Cont.**

<u>Botanical Name</u>	<u>Common Name</u>
Heteromeles arbutifolia	Toyon
Heuchera hybridus	Coral Bells
Ilex vomitoria	Yaupon
Iris douglasiana	Pacific Coast Iris
Isomeris arborea	Bladderpod
Iva hayesiana	Poverty Weed
Kniphofia uvaria	Red Hot Poker
Lantana camara	Lantana
Lantana montevidensis	Trailing Lantana
Lavandula species	Lavender
Lavatera assurgentiflora	California Tree Mallow
Leucophyllum 'Green Cloud'	Texas Ranger
Leucophyllum 'White Cloud'	Texas Ranger
Leucophyllum frutescens	Texas Ranger
Limonium perezii	Sea Lavender
Malocathamnus fasciculatus	Chaparral Mallow
Muhlenbergia capillaris 'Regal Mist'	Regal Mist Deer Grass
Muhlenbergia rigens	Deer Grass
Mimulus aurantiacus	Monkey Flower
Nolina bigelovii	Bigelow Nolina
Nolina parryi	Parry's Nolina
Opuntia littoralis	Coastal Prickly Pear
Pennisetum rubrum	Red Fountain Grass
Penstemon antirrhinoides	Evergreen Shrub
Penstemon centranthifolius	Scarlet Bugler
Penstemon heterophyllus	Foothill Penstemon
Penstemon spectabilis	Showy Penstemon
Pittosporum tobira/variegata	Tobira
Plumbago auriculata 'Royal Cape'	Royal cape Plumbago
Prunus ilicifolia	Holly Leaf Cherry
Prunus lyonii	Catalina Cherry
Raphiolepis indica	India Hawthorne
Rhamnus californica	Coffee Berry
Rhamnus californica 'Eve Case'	Coffee Berry
Rhamnus crocea	Redberry
Rhamnus ilicifolia	Holly Leaf Redberry
Rhus integrifolia	Lemonade Berry
<b>Rhus laurina*</b>	<b>Laurel Sumac*</b>
<b>Rhus ovata*</b>	<b>Sugar Bush*</b>
Ribes speciosa	Fushia-Flowering Gooseberry
Romneya coulteri	Matilija Poppy
Rosa banksiae	Lady Bank's Rose
Rosa spp.	Rose
Rosmarinus 'Prostatus'	Prostrate Rosemary
Rosmarinus 'Tuscan Blue'	Tuscan Blue Rosemary
<b>Salvia spp.*</b>	<b>Sage*</b>
Tagetes lemmoni	Marigold
Tecomaria capensis	Cape Honeysuckle

**ACCEPTABLE SHRUBS Cont.**

<u>Botanical Name</u>	<u>Common Name</u>
Tulbaghia violacea	Society Garlic
Westringia rosmariniformis	Coast Rosemary
<b>Xylosma congestum 'compacta'</b>	<b>Compact Shiny Xylosma</b>
Yucca gloriosa 'Variegata'	Spanish Dagger
Yucca schidigera	Mojave Yucca
Yucca whipplei	Our Lord's Candle
Zauschneria californica	California Fuchsia

**ACCEPTABLE GROUND COVERS**

<u>Botanical Name</u>	<u>Common Name</u>
Acacia redolens 'Desert Carpet'	Acacia 'Desert Carpet'
Achillea species	Yarrow
Arctostaphylos 'Pacific Mist'	Pacific Mist Manzanita
Baccharis pilularis 'Pigeon Point'	Dwarf Coyote Brush
Ceanothus 'Yankee Point'	California Lilac 'Yankee Point'
Cistus corbariensis	White Rockrose
Convolvulus cneorum	Bush Morning Glory
<b>Eriogonum fasciculatum*</b>	<b>"Wildwood"*</b>
Fragaria chiloensis	Ornamental Strawberry
Heuchera sanguinea	Coral Bells
Myoporum pacifica	Pacific Myoporum
Myoporum parvifolia	Prostrate Myoporum
Rosmarinus officinalis 'Prostratus'	Prostrate Rosemary
<b>Salvia spp.*</b>	<b>Sage*</b>
Sisyrinchium bellum	Blue-eyed Grass
Trachelospermum jasminoides	Star Jasmine

**ACCEPTABLE HYDROSEED GROUND COVER**

<u>Botanical Name</u>	<u>Common Name</u>
Baccharis pilularis	Coyote Brush
Dichelostemma pulchella	Blue Dicks
Encelia californica	California Encelia
Encelia farinosa	Desert Brittlebush
Eriophyllum convertiflorum	Golden Yarrow
Eschscholzia californica	California Poppy
Gnaphalium californicum	Everlasting
Hazardia squarrosa	Saw-Toothed Goldenbush
Lasthenia glabrata	Goldfields
Leymus condensatus	Giant Wild Rye
Leymus triticoides	Beardless Wild Rye
Lipinus nanus	Sky Lupine
Lotus scoparius	Deerweed

**\* PLANTS NOT RECOMMENDED TO BE PLANTED ADJACENT TO OPEN SPACE AREAS OR FUEL MODIFICATION ZONES**

**ACCEPTABLE HYDROSEED GROUNDCOVER Cont.**

<u>Botanical Name</u>	<u>Common Name</u>
Melica imperfecta	California Melic
Orthocarpus purpurascens	Owl's Clover
Plantago insularis	Plantain
Plantain plantago	Insularis
Rhacelia campanularia	Desert Bluebells
Sisyrinchium bellum	Blue-Eyed Grass
Stipa cernua	Nodding Needlegrass
Stipa lepida	Foothill Needlegrass
Stipa pulchra	Purple Needlegrass

**ACCEPTABLE TURF GRASSES**

<u>Botanical Name</u>	<u>Common Name</u>
Cynodon spp.	Hybrid Bermuda Grass
Festuca elatior	Tall Fescue

**ACCEPTABLE ORNAMENTAL GRASSES**

<u>Botanical Name</u>	<u>Common Name</u>
Buchloe dactyloides	Buffalo Grass
Carex pansa	California Meadow Sedge
Carex perdentata	Texas Meadow Sedge
Carex texensis	Catlin Sedge
Carex tumulicola	Berkley Sedge
Elymus tritichoides	Beardless Wild Rye
Festuca mairei	Atlas Fescue
Miscanthus transmorrisonensis	Evergreen Miscanthus
Muhlenbergia capillaris 'Regal Mist'	Regal Mist Deer Grass
Muhlenbergia rigens	Deer Grass
Pennisetum setaceum 'Rubrum'	Purple Fountain Grass
Sesleria autumnalis	Autumn Moor Grass
Sesleria heuffleriana	Green Moor Grass
Sesleria nitida	Gray Moor Grass

**ACCEPTABLE VINES**

<u>Botanical Name</u>	<u>Common Name</u>
Bignonia tweediana	Cats Claw
Campsis radicans	Trumpet Creeper
Cissus antarctica	Kangaroo Vine
Gelsemium sempervirens	Carolina Jessamine
Keckiella cordifolia	Heart Leaf Penstemon
Lonicera subspicata	Chaparral Honeysuckle
Parthenocissus tricuspidata	Boston Ivy

**ACCEPTABLE VINES Cont.**

<u>Botanical Name</u>	<u>Common Name</u>
Podranea ricasoliana	Pink Trumpet Vine
Rosa banksiae	Lady Banks' Rose
Solanum jasminoides	Potato Vine
Tecomaria capensis	Cape Honeysuckle
Trachelospermum jasminoides	Star Jasmine
Wisteria floribunda	Japanese Wisteria

**PROHIBITED PLANT MATERIALS**

**LIST OF INVASIVE AND UNDESIRABLE PLANT SPECIES PROHIBITED IN ALL ZONES AND ALL AREAS ADJACENT TO THE OPEN SPACE AREAS**

Use of certain trees (e.g. Podocarpus, Ficus, Erythrina, etc.) and grasses which are known to have invasive root systems may be restricted in their use. Such trees are not to be planted near property line or community walls where damage could potentially occur. Some of the palm varieties pose a threat to the conservation territory even if a home is not adjacent to this area. Seeds from the ornamental materials are carried by birds and/or animals to the sensitive habitat area where they eventually sprout and begin to grow. The homeowner is responsible for ensuring no trees or grasses are planted too close to any structure or open space which may cause potential damage to that structure or area.

<u>Botanical Name</u>	<u>Common Name</u>
Arundo donax	Giant Reed
Avena barbata	ncn
Bromus mollis	ncn
Bromus rubens	ncn
Carpobrotus edulis	Ice Plant
Cortaderia hubata	Pampas Grass
Cynodon dactylon	Common Bermuda Grass
Eucalyptus globulus	Blue Gum
Salsola tragus	Russian Thistle
Schinus terebinthifolius	Brazilian Pepper Tree
Senecio mikanioides	German Ivy
Tamarix spp.	Tamarisk
Vinca major	Periwinkle
Washingtonia robusta	Mexican Fan Palm
Syagrus romanzoffianum	Queen Palm
Achrotophoenix cunninghamiana	King Palm
Phoenix roebelenii	Pigmy Date Palm
Phoenix canariensis	Canary Island Palm

## **B. Architecture**

### **1. Architectural Character**

The initial architectural design theme for the community is a combination of Tuscan and San Juan Capistrano mission styles. This architectural theme is reflective of historic traditional Southern California and is intended to establish a timeless environment for estate homes. Subsequent improvements must be compatible with the original architectural character of the community.

Below are general guidelines for building materials, colors and forms which are expressive of the community's architectural character and which will be used by the DRC in reviewing drawings for compatibility with the original design.

### **2. General Guidelines for Architecture**

#### **a. Maximum Heights For Homes Within the RC Zone (Lots 1-6, 13-23, 38 & 40-104)**

The maximum building heights of all improvements on homes in the RC Zone (except lots 7-12, 24-37 & 39) shall be consistent with the City of Riverside Zoning Code and are not to exceed twenty (20') feet.

#### **b. Minimum Setbacks**

The minimum building setbacks of all new construction shall be consistent with the City of Riverside Zoning Code and be at least five (5') feet from perimeter fences/walls or top of slope, whichever is more restrictive.

#### **c. Sunrooms and Solariums**

Typical white, curved-roof sunrooms and solariums are not permitted. Sunrooms and solariums must be designed so that their form and color are compatible with the existing architecture.

#### **d. Exterior House Walls**

The material, color and texture of new exterior walls shall be compatible with the existing house walls. Any new fascia must match any existing fascia. Enhanced wall finishes, such as brick and stone, must be designed to wrap corners, to appear to be integral to the house design, rather than as applied decoration.

New building features, such as planters and pot shelves, must be compatible with the color and design of the existing home. The color of new downspouts must match the wall color or be compatible.

Blank two-story high walls should not face parks, streets or other public viewing areas.

**e. Columns**

New columns should be integral with the house design and with a substantial scale (i.e. stout columns and deep recesses). Pipe columns must be wrapped with wood and be proportional to the house.

**f. Balconies**

The location, material and color of new exterior balconies shall be compatible with the existing house. New balcony railings should match the designs, materials and colors of any existing railings on the house. Balcony railings must be designed to obscure stored items by using a combination of metal railings and solid stucco walls or by using wide wood pickets. Horizontal pipe railing is not permitted.

**g. Exterior Stairs**

The location, material and color of new exterior stairs shall be compatible with the existing house. Stair supports must be designed as integral parts of the house. Prefabricated metal stairs are not permitted. Custom designed spiral stairs may be permitted if they are compatible with the house architecture. All stairs must be setback five (5') feet minimum from perimeter walls or fences and be screened with vertical evergreen landscaping. Exterior stairs shall meet all applicable city codes.

**h. Roofs**

The slope, material, color and texture of any new roof shall be identical to the existing roof. Mansard and flat roofs are not permitted. New roof features such as skylights, chimneys, or solar equipment must be compatible with the design of the existing house. Roof-mounted equipment must be completely screened. The color of new roof flashing, diverters, vent stacks and similar features must match the existing roof color. The color of new gutters must match the existing fascia or existing roof color or be compatible.

**i. Skylights and Solar Equipment**

Skylights and solar equipment must be designed to be integral parts of the roof. Their form, location and color must be compatible with the existing roof. Solar panels shall not be located on roofs that are visible from any street or common area. Profiles must be minimized. All supports and piping for solar collectors must be enclosed. The color of skylights and solar collector frames must be compatible with the roof color. Silver aluminum frames are not permitted.

**j. Exterior Windows and Doors**

The size, location, material and color of new windows and doors shall be compatible with the windows and doors of the existing house. Recessed window and door openings are encouraged.

New accent windows and doors, such as greenhouse windows or French doors, must be compatible with the color and design of the existing house. Reflective glass is not permitted.

**k. Awnings**

Awnings must be compatible with the color and design of the existing house. They must be simple in design and color. The size, location and form must be in scale with the window and should not dominate the architecture. Awnings proposed on front elevations or on side elevations at corner lots will be considered relative to their compatibility with the architecture. Awnings are not appropriate on certain elevation styles and on certain accent windows.

All edges of awning covers must be simple fold. No scalloped edges are permitted.

Temporary sun shades attached to the vertical face of the house, patio cover or gazebo, such as rolls of bamboo, fiberglass or reed are not permitted.

**l. Garage Doors**

Changes to garage doors must be compatible with the design and color of the existing garage door. Treatments that draw attention to the garage door such as mirrored glass or ornate decoration on or around the garage door are not permitted. Features designed to soften the dominance of the garage door on the street scene are encouraged. These designs may include a horizontal trellis above the garage door, trees in the driveway or a gateway at the front walk.

**m. Basketball Backboards**

If compatible with the house design, permanent basketball backboards may be attached to the house. The backboard and all attachments must be of reasonable size and painted to match the primary house color to reduce their prominence on the building elevation and must be continually maintained and remain in good repair. Clear backboards are also permitted.

Portable and freestanding basketball backboards are permitted and must be adequately screened with evergreen trees. Free-standing basketball backboards are not permitted to remain overnight or to be stores in a location visible from any street, sidewalk or common area.

**n. Exterior Lighting**

New exterior light fixtures, such as decorative wall fixtures, lanterns on short columns, Malibu lights, uplights and light posts, must be compatible with the design of the house. They must be simple in design and color and should be compatible with the existing light fixtures on the front elevation.

Overly ornate light fixtures (such as Victorian globes) or commercial light fixtures (such as contemporary light bollards) that establish an independent theme that conflicts with the overall street scene are not permitted.

All flood lights and other utilitarian light fixtures must be screened from the street and adjacent homes. Light fixtures operated by motion detectors are permitted if approved by the DRC and if the fixture design is compatible with the architecture.

All light fixtures must be full cut, low voltage and directed away from adjacent streets and properties to prevent off-site glare.

Holiday lighting is permitted in exclusive use areas only and may be placed 4 weeks prior to the holiday and to be removed no later than two weeks after the holiday.

**o. Communication Equipment**

Subject to Article II Section 2.9 of the CC&R's, all exterior radio antennae, television antennae, satellite dishes and other transmitting or receiving devices should be screened from other lots.

**p. Flags**

Non-Commercial flags are permitted on an owner's property as long as the flag does not exceed fifteen (15') feet square in size and is continually maintained in good repair. Flag brackets must be compatibly with the color and scale of the home and any house attached flag poles must not be longer than six (6') feet in length. All house attached flag poles must be removed when a flag is not displayed. Freestanding flag poles are permitted in yard areas. The maximum height shall be eleven (11') feet with a minimum setback of five (5') feet from property lines.

**q. Color Changes**

Exterior repainting of any dwelling or structure will be subject to review and approval by the DRC unless the following condition is met:

If the new exterior color is to be the same as the original exterior color, DRC approval is not required.

Samples must be provided to the DRC if an alternate color is proposed. Any color changes must be compatible with, but not the same as, adjacent homes or those across the street.

**r. Accessory Living Quarters (Casitas and Guest Houses)**

A Covenant and Agreement and Declaration of Restrictions recorded or to be recorded in the Official Records of Riverside County places certain restrictions on the following lots regarding the construction of accessory living quarters or accessory structures.

Lots 2, 3, 13, 15, 16, 19, 38, 40-45, 47, 50, 52-56, 58, 61, 63, 69, 73, 75, 76, 79, 84, 85, 88-92, and 103 of Tract No. 29515 are subject to the declaration.



Such restrictions include, but are not limited to:

The Residence and the Accessory Structure must be used as one dwelling unit.

Neither the Residence nor the Accessory Structure shall be used as a separate dwelling unit or separate living quarters from the other.

No kitchen facilities shall be permitted, maintained or installed in the Accessory Structure.

Neither the Accessory Structure nor the Residence shall be sold, rented or leased separately from the other building.

Except as may be permitted by the provisions of Title 19 of the County's Municipal Code, no commercial or business activity shall be conducted on the Lots referenced in this Section 19.

The on-site covered parking required by Title 19 of the County's Municipal Code shall be maintained at all times.

You should contact the City for additional information regarding the construction of any Accessory Structure on your Lot and the restrictions related thereto.

## PROCEDURAL STANDARDS

### A. Submittal Procedure

Approval of any plans by the DRC does not waive the necessity of obtaining the required City and other jurisdictional permits. Likewise, obtaining a City or other jurisdictional permit does not waive the need for DRC approval. All improvements and landscaping plans must also be submitted to the City of Riverside Community Development Department in the Planning Division located at 3900 Main Street, Riverside, Ca. 92522 (951) 826-5371. Any revisions required by the City of Riverside must also be resubmitted to the DRC. The City of Riverside Design Standards are available on the City of Riverside website at [www.riversideca.gov/planning/plansubmittals](http://www.riversideca.gov/planning/plansubmittals).

1. Submit all application packages to:  
The Stellan Ridge Community Association  
C/O Keystone Pacific Property Management, Inc.  
16845 Von Karman, Ste. 200  
Irvine, CA 92606
2. All application packages shall consist of:
  - A completed application
  - Two (2) complete sets of plans showing improvements
  - A security deposit of \$500.00. (This deposit will be refunded once the improvements are completed and a Notice of Completion has been filed. A review fee of \$180 is taken out at time of escrow. Please do not send a check for this amount to the Association.)

\*The initial review fee includes 3 reviews of the original application package. Any submittals of re-design may be assessed an additional fee of \$180.00 for review. Submittal fees including deposits may be amended by the Board of Directors.

### B. Submittal Forms

**Home Improvement Application:** All application submittal packages must include a signed and completed Improvement Application (Exhibit D). Clearly indicate what improvements are being submitted for approval.

**Notice Of Completion:** Once an Owner receives approval from the DRC, construction may commence. Upon completion of the approved improvements, the Notice of Completion (Exhibit F), along with photographs of all installed improvements must be forwarded to the management company at the above address.

### C. Submittal Process

#### About the Review Process

Plans will be reviewed by the DRC and the DRC shall meet as necessary to perform its duties. The date and time of the DRC meetings shall be set by the members of the Committee. The DRC reviews each application package for completeness and consistency with the Design Guidelines. The DRC may approve or deny the request or approval may be given with conditions. Refer to the CC&Rs, Article V Section 5.4. Any photos required by the DRC will not be returned to the Owner.

### **Failure to Comply**

Failure to comply with the requirements and procedures set forth herein shall cause the review of your request to be delayed pending submission of other information and documentation to the DRC. An incomplete application package will not be reviewed by the DRC and must be re-submitted. If an application package is deemed incomplete, the information received will be returned via mail along with a letter explaining the additional information required to process your application. Substantial changes to the original design beyond those previously reviewed by the DRC may require applicant to submit an additional review fee.

### **Resubmittal Requirements**

Applicants shall have thirty (30) days from the date the denied plans are received, in which to resubmit plans when required due to incompleteness, denial of request, or to address conditions of approval. Clean sets of revised plans that reflect all changes required by the DRC are to be submitted.

### **Final Approval**

Decisions and reasons of the DRC shall be transmitted by the DRC to the Applicant at the address set forth in the request within forty-five (45) days after receipt by the DRC of all completed forms, review fees/deposits and/or materials required by the DRC. Refer to the CC&Rs, Article V Section 5.3.2.

### **After the Review Process**

Construction must proceed consistent with the approved drawings. All deviations must be submitted for review and approved by the DRC prior to commencement of work. All work must be performed in a manner consistent with the construction standards of the residence and with the design and appearance of the community. Work shall continue in a scheduled manner. Starting and stopping work for extended periods of time is not acceptable. If work has not commenced after one year following the original approval date, the work will be deemed noncompliant and is considered a violation of the governing documents and subject to the enforcement policy. The owner must submit a Notice of Completion (Exhibit F) and photographs of all improvements to the DRC within thirty (30) days after completion.

### **Appeal Procedure**

The only person with the right to appeal an application that has been rejected is the applicant. Adjacent owners and the applicant are the only persons who have the right to appeal any approved application.

Appellants' rights to file an appeal terminates at 5:00 p.m. on the day that is ten (10) business days after the date the applicant's application has been approved by the DRC. Appellants have the responsibility to determine when an application has been approved. Neither the board nor the DRC has any duty to ensure that approvals are communicated to all potential appellants.

## **Variance**

The Board of Directors may authorize a variance from compliance with any architectural provision contained in the CC&Rs including, without limitation, restrictions upon height, size, floor area, or placement of structures, or similar restrictions when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require such variance. The granting of a variance must be evidenced in writing, must be signed by a majority of members of the DRC and approved by the Board of Directors to become effective upon recordation. If such variance is granted, no violation of the CC&Rs shall be deemed to have occurred with respect to the matter for which the variance was granted as stated in the CC&Rs, Article V, Section 5.8.

## **D. Specifications (Information Required on Plans)**

### **All Plans**

1. Indicate homeowner's: name, date, address and lot number of residence, north arrow, scale of plans ( $1/8" = 1'0"$  or  $1/4" = 1' 0"$  or  $1/10" = 20'0"$ ), notes in english.
2. Indicate landscape architect/contractor's: name, address and phone numbers.
3. Provide signature of the design/plan preparer, confirming that he/she has read and understands the homeowner design guidelines.

### **Plot Plans**

Show lot lines accurately as to length, angles and amount of curve. Show all existing and proposed buildings, structures, fences, walls, sidewalks and other improvements; indicate all required setbacks, easements, grade elevation, drainage and top and toe of slopes.

Show all dimensions on work to be considered, distance between existing and proposed work and distance between proposed work and property lines. Indicate all setback lines and slopes.

When proposed improvements involve changing existing grades by more than one (1') foot or changing existing drainage, show contours or spot elevation, flow lines, finish grades, and proposed drainage systems. Approval of plans that do not indicate proposed grade modifications do not constitute approval of any grading changes. Drawings for proposed improvements changing existing drainage should be prepared by a registered civil engineer or licensed landscape architect.

### **Landscape Plan (may be included as part of Plot Plan)**

Include proposed walkways and other hardscape, planting areas, plant names, decks, fences, walls, pilasters, stairs, patio structures, trellises, arbors, gazebos, spas, ponds, fountains, water falls, ornamental rocks, barbecues, play equipment, apparatus and yard lighting.

For proposed patio structures, fences, gates, walls and pilasters, submit dimensioned drawings noting materials, colors and heights. Heights shall be noted in relation to immediate ground elevations.

For planting areas, indicate all existing and proposed plant material types including both common and botanical names, locations and container size (i.e.: 1 gal., 15 gal., 24" box, etc.)

### **Architecture Plans**

If proposing any changes to the existing architectural design of the house (i.e. room additions, balconies, new windows, doors, etc.) or proposing any accessory buildings (i.e.: cabanas, greenhouses, etc.) provide the following:

#### **Floor Plans**

Dimensioned floor plans indicating all new and existing walls, columns, doors, windows, etc. and any conditions or features that will affect the exterior appearance of the structure.

Dimensioned front, side and rear elevations of room additions showing new and existing walls accurately described as to materials, colors, doors, windows and other features that impact the exterior of the house. Show proposed changes in context with existing architecture (i.e.: windows, doors, roof, etc.)

Delineate all height limits in relation to proposed work.

Photographs of all sides of the existing house and dimensioned details as needed to describe the improvements, including a cross-section of any patio structure and a photograph of any light fixtures specifying the height, materials, colors and appearance.

Show dimensions of proposed work and existing work to indicate relationship. Identify square footage of proposed and existing work.

#### **Roof Plans**

Show all existing and proposed roofs with slope pitches and overhangs noted.

Designate existing and proposed roofing materials.

Indicate any unusual conditions and details involved in, or resulting from, the work.

Show locations of rain gutters and down spouts.

### **E. Color**

Indicate the color of stain or paint by manufacturer's number with respect to all building parts or surfaces. Color samples may be required if they deviate from the originally assigned color schemes. Note accordingly if color is intended to match existing surface.

Samples of materials having inherent colors, such as masonry, may be required if they are to be used in their natural finish.

Submit color photos of house, including photos of adjacent and facing neighboring homes.

#### **F. Right of Entry**

If construction work requires the use of common area property (maintained by Stellan Ridge Community Association) for purposes of transporting labor and materials, or for the temporary storage of materials for the work, the applicant shall obtain written permission from the Stellan Ridge Community Association for the right to enter during the course of construction. A copy of this letter granting permission shall be filed with the DRC prior to commencement of construction. A security deposit or bond, as deemed necessary by the DRC, may be required by the homeowner. In addition, the homeowner may be required to execute an indemnity agreement. The deposits may be used at the sole discretion of the DRC; unused deposits will be refunded after completion of work.

#### **G. Approved Plans**

Approved plans will receive an official stamp indicating DRC approval. One (1) set will be returned to the applicant and one (1) set will be retained in the Stellan Ridge Community Association office for future reference. If a permit is required by the City of Riverside, the City of Riverside may require approval of the DRC prior to issuing the building permit.

#### **H. Construction**

##### **Time Period**

The CC&R's allow eighteen (18) months from your close of escrow date to have the landscaping and/or room additions and accessory structures on all portions of your lot installed. If an additional extension is required, the DRC will consider each written request on an individual basis.

##### **Best Management Practices**

Best Management Practices ("BMP") generally require residents to be mindful of the impacts of drainage runoff on the environment. The BMP's identify measures and practices for controlling runoff from the community into adjacent areas and storm drains that ultimately drain into the Pacific Ocean.

Some of these practices include:

- making sure homeowners' landscape irrigation systems are adjusted properly to apply the proper volume of water to avoid excess runoff
- not disposing of motor oil, brake dust, paint products, detergents or soaps into the streets and ultimately the storm drains
- no building or landscaping materials (including Port A Potty) may be stored in the street
- all dirt, materials, etc. must be contained wholly within the homeowner's lot

Compliance by residents is important for several reasons. First, violation of these practices may subject the resident to penalties not only from the Association, but also

from any public agency that has the right to monitor and enforce compliance. Second, violation of these practices may result in the imposition of more stringent maintenance requirements on the Association, which could cause increases in monthly homeowner assessments. **The homeowner is responsible for any violations caused by the contractor(s) they have employed on their property.**

### **Inspection**

Upon completion of the work as indicated on the "Approved" copy of the drawings and specifications, the applicant shall notify the DRC by utilizing the Notice of Completion Form. Please attach photos of entire front, side and rear yard areas showing your completed improvements to this form and submit to management. If necessary, the Board may inspect and certify the completed improvements. If inspection is not made for any reason, the work will be deemed complete sixty (60) days after management's receipt of the Notice of Completion form. Failure to submit the Notice of Completion form shall leave improvements subject to review indefinitely and deposits will not be released.

### **Hours of Operation**

Construction is only permitted between the following hours:

Monday through Friday	Between 7:00 am and 6:00 pm (or dusk)
Saturday	Between 8:00 am and 5:00 pm (or dusk)
Sunday and Holiday	No work permitted.

If current City regulations are more restrictive, they shall prevail.

## **I. General**

### **Enforcement**

Failure to obtain the necessary approval from the Stellan Ridge Community Association will constitute a violation of the homeowner design guidelines and CC&R's and may require modification or removal of work at the expense of the homeowner.

### **Violations**

All residents have the right and responsibility to bring to the attention of the DRC any violations of the provisions or standards herein.

### **Contractor Signs**

Contractor signs are not allowed in front yards, however, pool and landscape contractors may display signs as long as the following conditions are met:

- The sign is double staked
- Attractive in appearance
- Placed within eight (8') feet of the home
- Does not exceed three (3') feet by three (3') feet in size

### **Unightly Items**

Rubbish, debris and unsightly materials or objects shall not be stored or permitted to accumulate on streets, sidewalks, common areas or on property owned and/or maintained by the Association. The homeowner is financially responsible for any trash cleanup work the Association deems necessary to comply with this restriction.

### **Building and Plant Materials**

If lumber or other packaged material is unloaded in the street, street access must not be blocked and safety warning devices must be used while the material is being unloaded. The maximum length of time that material can be stockpiled in the street is eight (8) hours.

Unpackaged material, such as sand or soil, may not be unloaded in the street. All materials must be stored on the applicant's property.

### **Construction Equipment**

Dumpsters shall be maintained in a neat and sanitary manner on the residential lot during construction. Materials shall be placed so that they are not visible outside of the dumpster. Dumpsters exposed to the public for more than four (4) consecutive calendar days must be approved in writing by the DRC. A regular dumping service shall be retained a minimum of once per week. Dumpsters are not permitted on streets or Association maintained property.

"Prohibited Vehicles" as described in the CC&R's, including trucks, concrete mixers, trailers, compressors and other similar types of construction equipment are not permitted in any driveway, other exposed areas or any street except for the purposes of loading, unloading, making deliveries and/or emergency repairs, unless otherwise approved in writing by the DRC. Overnight parking of trucks is not permitted. The homeowner is financially responsible for any equipment removal and repairs the Association deems necessary to comply with this restriction.

### **Workmanship**

The quality of new improvements shall match the quality of existing improvements. The DRC may require the applicant to rebuild improvements that are of substandard workmanship. The homeowner is financially responsible for any rework the Association deems necessary to comply with this restriction.

### **Amendments**

These Guidelines (and the provisions set forth in the CC&R's regarding architectural control) form the criteria for evaluation of drawings submitted for review and approval by the DRC. These Guidelines may be amended or supplemented from time to time as provided for in the CC&R's.

### **Maintenance of Improvements**

The repair and maintenance of any improvement shall be the responsibility of the installing homeowner or subsequent homeowners.



### **Conditions Not Covered**

Any condition not covered in these Guidelines or the CC&Rs shall become a matter of discretionary judgment on the part of the DRC acting in good faith on behalf of the best interest of the Association and community as a whole. If there is any conflict between the provisions of these Guidelines and the CC&Rs, the provisions of the CC&Rs shall control.

## RULES AND REGULATIONS

All rules and regulations are created in accordance to the Association's CC&Rs and if there is any conflict between the provisions of these rules and regulations and the CC&Rs, the provisions of the CC&Rs shall control.

1. The Owner shall have the responsibility to acquaint themselves, their tenants and their guests with the Community Handbook. Owner will be responsible for any violations or fines incurred by tenants and guests.
2. No Owner may rent or lease his/her Dwelling for transient or hotel purposes for a period of less than thirty (30) days.
3. The rental of any guest or caretaker units (except to family members of the Owner of the respective Lot upon which such unit is located) is expressly prohibited.
4. Animals may only be kept in accordance with the Association's CC&Rs, any City/County ordinances or codes and may not be kept, bred or maintained for any commercial purpose or in unreasonable numbers.
5. Each Owner shall be responsible for cleaning up any excrement or unsanitary condition caused by his/her animal(s) anywhere within the community.
6. Every Owner shall be liable pursuant to the laws of the State of California for any injury to persons or damage to property caused by such animal.
7. Problems associated with animals, including noise disturbances and defecation, must be directed to Animal Control and is a violation to the Association's governing documents.
8. No parking shall be permitted along any portion of a street designated as a fire lane. Vehicles found parked in a fire lane shall be towed at the Owner's expense without notice.
9. No Owner shall park overnight, store or keep on Association Property, on any street or elsewhere within the Community:  
Any large commercial type vehicle or any recreational vehicle except for periods of four (4) hours or less in any twenty-four (24) hour period during loading, unloading or emergency repairs
10. A resident may park any large commercial or recreational vehicle in a fenced side yard if it is screened from view of neighboring lots and common areas in a manner approved by the Design Review Committee.
11. A resident may park any large commercial or recreational vehicle in a garage so long as the garage is kept closed and the presence of the vehicle does not prevent any other passenger vehicle from being parked in the garage or driveway at the same time.

12. Each Owner shall keep his/her garage readily available for parking of passenger vehicles and shall not store any goods or materials therein, nor use any portion of the garage for a workshop or other use if such storage or use would prevent said Owner from parking the number of vehicles therein for which said garage was originally designed and constructed.
13. No commercial or political signs are allowed along the street scene of the community.
14. Pool and landscape contractor signs are permitted in front yards as long as the following conditions are met: (1) sign is double staked, (2) sign is placed within 8 feet or less of the home, (3) sign does not exceed 3 feet by 3 feet in size, and (4) sign is attractive in appearance. Contractor signs must be removed upon completion of improvements.

## CONTRACTOR GUIDELINES

Association members are to ensure that any contractors they hire to perform work in the community adhere to the following:

1. Contractor shall abide by all traffic safety rules and signs, posted and otherwise. The Association is a family community – watch for children playing.
2. Vehicles and other equipment must be parked in such a manner so as not to block traffic or access to fire hydrants, driveways, streets or mailboxes.
3. Community landscaped areas and sidewalks shall be protected during construction. The Association will repair any damage to the common area caused by the construction activity and will either back-charge the lot owner or will deduct the cost thereof from the construction/clean up deposit. For major remodels, the Association reserves the right to require screened fencing, which includes the use of a six foot chain link fence and frontage gate secured by a dark green mesh behind the sidewalk, which shall be maintained in good condition and all construction materials must be kept behind the fence.
4. If lumber or other packaged material is unloaded in the street, street access must not be blocked and safety warning devices must be used while the material is being unloaded. The maximum length of time that material can be stockpiled in the street is eight (8) hours. Unpackaged material, such as sand or soil, may not be unloaded in the street.
5. Contractors shall not leave vehicles, equipment, trash, construction debris or material on streets overnight. No construction equipment, materials, debris or trash shall be allowed to accumulate or be stored on the Properties.
6. Contractors shall not bring or use alcohol or recreational drugs on site.
7. Contractors shall minimize noise impacts from generators or other construction equipment. Contractors shall not play radios or other musical appliances so that the sound extends across the lot property lines.
8. Contractors shall not bring dogs on site. Contractors shall only be allowed to bring onto the properties persons who are working with contractor on the construction project.
9. Contractors must take all necessary safety precautions and shall erect and maintain barriers, lights, signs and other safeguards to give adequate warning to everyone on or near the site of dangerous conditions associated with their construction activity.
10. Portable toilets are not allowed unless approved by the DRC.
11. Dumpsters shall be maintained in a neat and sanitary manner on the residential lot during construction. Materials shall be placed so that they are not visible outside of the dumpster. A regular dumping service shall be retained a minimum of once per week. Dumpsters are not permitted on streets or Association maintained property.
12. All construction activity must comply with local and federal governmental codes/permits as well as plans approved by the DRC. Contractors shall adhere to all local ordinances in the performance of work.
13. Contractors must perform work in accordance with Best Management Practices and the Master Water Quality Management Plan (i.e. erosion and sediment controls must be in place. Washing must be confined to the lot area. Materials may NOT be discharged into the storm drain).

14. Any fines assessed by a City, County or government agency that are assessed as result of acts by an Owner or their contactors will be passed along to the Owner in the form of a "Special Assessment" or "Reimbursement Assessment". Any assessment related to storm drain violations and collection thereof will be subject to the Delinquency Policy of the Association.
15. The Community is subject to all federal, state and local requirements of the National Pollutant Discharge Elimination System ("NPDES") adopted pursuant to the Federal Clean Water Act. No Owner or Owner's contractor may dispose of hazardous waste, substance or material into any storm drain or other drainage device located anywhere within the community. Owners are required to add sandbags to their lots as necessary to prevent any storm water/mud run-off from their lots to the common areas, both pre and post-construction. Owners shall maintain and replace sandbags as necessary until yard installation is complete. The following are prohibited:
  - Washing, hosing or rinsing of driveways, sidewalks or hardscape into the street.
  - Washing, hosing or rinsing of vehicles into the street.
  - Washing, hosing or spilling of any hazardous materials into the street.

**Note: The above can be done provided run-off is diverted into landscaped areas.**

16. At the end of the work day, the streets must be left broom clean. All debris (i.e. paper, bottles, cans and litter) must be removed from the job site on a daily basis. Street washing is strictly prohibited.

## GENERAL ELECTION RULES

The following rules and procedures shall apply in connection with any matter presented to the Members for approval:

1. The Board of Directors shall determine the date, time and place of the annual meeting of the owners in accordance with the Association's Bylaws.
2. The number of directors who are scheduled to be elected and the terms for each shall be determined in accordance with the Association's governing documents and stated in the notice of the meeting.
3. The notice of the meeting along with a secret ballot on which to vote and two pre-addressed envelopes along with instructions for voting and how to return ballots shall be mailed to all owners at least 30 days prior to the deadline for voting.
4. The record date for determining members entitled to receive notice of the meeting and entitled to vote shall be set by the board of directors.
5. All candidates or members advocating a point of view shall have equal access to all Association media, newsletters and websites during a campaign for purposes reasonably related to that election.
6. The Association will not edit or redact any content from candidate or member communication. The Association may include a statement specifying that the candidate or member and not the Association are solely responsible for the content of the communication.
7. All candidates and members will have equal access at no cost to any common area meeting space during a campaign for purposes related to the election. [The Association may meet the requirements of this section by hosting a "Meet the Candidates Night", or other such special meeting, so long as every Candidate and/or Member is provided with an equal opportunity to participate in the event.]
8. Association funds may not be used for campaign purposes in connection with any board election.
9. Within 15 days after the election, the board of directors shall publicize the results of the election in a communication directed to all members.

### Candidate Qualifications

1. Candidates must be a member in "good standing". Good standing is defined to mean those members entitled to vote at any time a determination of the voting power of the Association is made. To be considered in good standing, a member must be current in the payment of all assessments levied against the member's Lot and not be subject to any suspension of voting privileges as a result of any disciplinary proceedings. A member in good standing shall be determined as of the record date.
2. Candidates must also be a qualifying resident which is an owner of record in the Association.

### Nomination of Candidates

1. The Association shall mail to each owner a Candidate Nomination Form, which will include a deadline for receipt by the Association.

2. Candidates who meet the qualifications and whose nomination forms are submitted prior to the deadline will have their name printed on the secret ballot and their statements distributed to the membership. The Association will not edit or correct any grammatical errors or misspellings.
3. Candidate names will be listed in alphabetic order on the ballot with incumbents noted accordingly.
4. Candidates can be nominated from the floor at the election meeting by another member, who must be in good standing, or by self-nomination. Any candidate nominated from the floor at the meeting must be present to accept the nomination.
5. Any person nominated shall declare their general availability for attendance at meetings of the Board and shall make himself or herself available for any office to which the Board may elect him or her.

### Voting

1. All members in good standing who have not had their voting privileges suspended at a duly held hearing are entitled to vote. Following Notice and Hearing in compliance with Corporations Code section 7341, the Association's Board of Directors may terminate or suspend any owner's right to vote as a penalty for violation of the Association's governing documents.
2. Members entitled to vote may do so by secret ballot or may designate a proxyholder to vote for them by secret ballot at the election.
3. Secret ballots cast by mail shall be irrevocable. As described on the outer envelope, your signature authorizes the Inspector(s) of Election to serve as your proxyholder for the purposes of establishing a quorum.
4. In any election of the Board in which two (2) or more positions on the Board are to be filled, every Member entitled to vote shall have the right to cumulate his/her votes and give one candidate, or divide among any number of candidates, a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which the Member is entitled, provided that no Member shall be entitled to cumulate votes for a candidate or candidates unless the candidate's name or candidates' names have been placed in nomination prior to the voting and the Member who is in good standing has given notice at the meeting prior to the voting of the Member's intention to cumulate votes. If any one Member has given this notice, all members may cumulate their votes for candidates in nomination.
5. The polls for any vote of the membership shall be open from the date the Secret Ballot is mailed and shall close when the Inspector(s) of Election determine that the ballots shall be counted, unless the Inspector determines another time for the polls to close.

### Use of Proxies

1. If a Member chooses to use a proxy, the proxy must be filed with the Secretary of the Association. If the Association solicits proxies, the proxies may be delivered to the secretary of the Association in advance of the meeting or carried to the meeting. If the proxy is solicited by another proxyholder, the proxy must be tendered to the Association at

anytime during the meeting before the voting begins. If no termination date is specified in the form of the proxy, the proxy remains in effect until the earlier of (i) the date of its revocation, (ii) eleven (11) months from the date of the proxy's issuance. If the proxy expressly states that it is effective for a term, the proxy term cannot exceed three (3) years from the date of execution.

2. A proxy may be revoked by the proxyholder by deliver of written revocation to the secretary of the Association, attendance at the meeting by the issuing member and voting in person, by delivery of a later dated proxy. A proxy is automatically revoked upon termination of the issuing Member's status as an owner of the Lot which the membership is appurtenant. A proxy is deemed revoked when the Secretary receives written notice of the death or judicially declared incompetence of the issuing member. A proxy is also deemed revoked during any period when the Issuing Member is determined not to be a Member in good standing.
3. Any form of proxy that is distributed to ten (10) or more members must afford the opportunity to specify a choice between approval or disapproval of each matter or group of matters intended to be acted upon. The proxy must provide that where the Member specified a choice, the vote will be cast in accordance with that choice.
4. A proxy must (A) identify a proxy holder (who must physically attend the meeting for which the proxy is being exercised), (B) contain voting instructions, and (C) be signed by the Member giving the proxy. Any instruction given in a proxy issued for an election that directs the manner in which the proxyholder is to cast the vote must be set forth on a separate page of the proxy that can be detached and given to the proxyholder to retain. The proxyholder must cast the Member's vote by secret ballot. A proxy that does not satisfy these requirements may not be counted.
5. Revocable proxies concerning certain matters which require a vote of the Members are not valid as to such matters unless it sets forth the general nature of the matter to be voted on. Those certain matters are as follows: (1) removal of a Director without cause, (2) filling vacancies on the Board created by removal of a Director, (3) approval of transactions involving Directors, (4) amendment of the Articles or By-laws repealing, restricting, creating or expanding proxy rights, (5) sale, lease, conveyance, exchange, transfer or other disposition of all or substantially all of the assets of the Association, (6) merger of the Association with another corporation, (7) amendment of an agreement to merger, (8) voluntary dissolution of the Association, and (9) distribution of the Association's assets upon dissolution.

#### **Inspectors of Election**

1. The board of directors shall select an independent third party or parties as an inspector of the election. The number of inspectors shall be one (1) or three (3) inspector(s).
2. The inspector(s) may be a member of the Association provided such member is not a member of the Board of Directors or a candidate for the Board Directors or related to a member of the Board of Directors or a candidate for the Board of Directors.



3. The appointed Inspector(s) of Elections shall be an independent third party and may include, but is not limited to, a Member of the Association but may not be a Member of the Board of Directors or a candidate for the Board of Directors or related to a Member of the Board of Directors. An independent third party may not be a person who is currently employed or under contract to the Association for any compensable services.
4. If there are three Inspectors of election, the decision or act of a majority shall be effective in all respects as the decision or act of all.
5. The inspector(s) will determine the number of memberships entitled to vote and the voting power of each in accordance with the Association's by-laws.
6. The inspector(s) will determine the authenticity, validity and effect of proxies, if any.
7. Unless the inspector(s) designate a different location to receive ballots, the location to receive ballots will be the Association's managing agent's office.
8. The inspector(s) shall hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.
9. The inspector(s) shall count and tabulate all votes, in public, at a properly noticed open meeting of the Board of Directors or Members allowing members and candidates to witness the counting and tabulation of the votes.
10. Anyone who is not an inspector of election, or appointed to assist the inspector(s) of election, must remain at least five feet away from the counting area. No person may interfere with, harass or otherwise communicate with the Inspector(s) of Elections while the count is taking place. Members or persons not specifically authorized to do so may not touch any secret ballot or other election materials.
11. The inspector(s) or the Board of Directors can cause the removal of any observer who causes interference with or disrupts the counting or tabulation process.
12. The inspector(s) shall determine when the polls will close.
13. The inspector(s) shall determine and announce the results of the election and shall report the results of the election promptly to the board of directors. The results shall be recorded in the next regular session board meeting minutes and shall be available for review by Members of the Association.
14. An inspector of election shall perform his or her duties impartially, in good faith, to the best of his or her ability and as expeditiously as is practical.
15. The inspector(s) shall perform any acts as may be proper to conduct the election with fairness to all members in accordance with the law and all applicable rules of the Association including these election rules.
16. The board of directors may remove and replace any inspector of election prior to the tabulation of votes if an inspector of election resigns or if the board reasonably determines that an inspector of election will not be able to perform his or her duties impartially and in good faith.

## Ballots and Tabulation

1. Once the Association receives a ballot it is deemed Irrevocable.
2. Ballots shall ensure the confidentiality of the voter and shall not identify the voter by name, address, lot, and parcel or unit number and may not require a signature.
3. The ballot itself shall be inserted into an envelope that is sealed. This envelope shall be inserted into a second envelope that is sealed. In the upper left hand corner of the second envelope, the voter must print and sign his or her name, address, and lot, parcel or unit number that entitles him or her to vote. The second outer envelope is addressed to the inspectors of election at the designated address.
4. Owners may return their secret ballot by mail, hand deliver it to the meeting, or complete the ballot at the meeting.
5. Only those ballots delivered to the inspectors of election prior to the polls closing shall be counted. All ballots must be received via double envelopes.
6. If a member loses his or her ballot, a new one can be obtained from the Inspector(s) of election, however, if a ballot envelope is already on file from that unit, then no new ballot will be given.
7. A member, who signs or otherwise marks his or ballot with an identifying mark, waives his or her rights to secrecy.
8. The sealed ballots shall at all times be in the custody of the inspectors of election or at a location designated by the inspectors.
9. After tabulation of the ballots and the certification of the election results by the inspectors of election, the ballots shall be transferred to the Association, where they will be stored as part of the Association's records for at least one year after the date of the election.
10. No person, including a member of the Association or an employee of the management company, shall open or otherwise review any ballot prior to the time and place, which the ballots are counted and tabulated.
11. If the number of candidates is equal to or fewer than the number of open positions and tabulation is not necessary to determine term of office, then a member in attendance may make a motion to elect the slate as presented followed by a secret ballot vote of the members in attendance to elect the slate as presented. The vote count will then be waived.
12. After tabulation of the votes, custody of all election materials will be transferred to the custody of the Association for its corporate records.

## DELINQUENCY POLICY

1. Assessments, late charges, interest collection costs and any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied. These charges will not be passed on to a subsequent owner, therefore any outstanding charges will be settled in full at time of escrow.
2. Regular monthly assessments are due and payable on the first day of each month. A courtesy billing statement is sent each month to the billing address on record with the Association. However, it is the owner of record's responsibility to pay each assessment in full every month regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified by the Board of Directors in the notice imposing such assessment.
3. Unless the owner and the Association enter into an agreement providing for payments to be applied in a different manner, any payments made shall be first applied to assessments owed and only after the assessments owed are paid in full shall such payments be applied to late charges, interest and collection expenses, including attorneys', trustee or small claims fees.
4. When any regular or special assessment remains unpaid fifteen (15) days past its due date, said assessment shall be subject to a late charge not exceeding ten percent (10%) of the delinquent assessment or ten dollars (\$10.00), whichever is greater in accordance with California Civil Code 1366, section (e)(2), unless the declaration specifies a smaller amount.
5. In accordance with California Civil Code 1366, section (e)(3), the Board may impose interest on all sums, including the delinquent assessment, reasonable costs of collection, and late charges, at a rate not to exceed twelve percent (12%) per annum, commencing 30 days after the assessment becomes due, unless the declaration specifies a rate of a lesser amount.
6. When any assessment remains unpaid forty-five (45) days past its due date, the Association, through its management company, shall mail a Pre-Lien Notification to the owner as required by California Civil Code Section 1367.1 (a) by certified and first class mail to the owner's mailing address of record advising owner of the delinquent status of the account, impending collection action and the owner's right to request that the Association participate in the "meet and confer" program or in some form of internal dispute resolution process ("IDR"). The owner will be charged a fee of \$45.00 for the Pre-Lien Notification, which shall be charged to the delinquent member's account.
7. Within fifteen (15) days from the date of the postmark of the Pre-Lien Notification, a delinquent owner may submit a written request to the Association to meet with the Board to discuss a payment plan for the amount set forth in the Pre-Lien Notification letter. The Board shall meet with the delinquent homeowner in executive session within forty-five (45) days of the date of the postmark of the written request. Each request is handled on a case-by-case basis. The Board is under no obligation to grant payment plan requests. Payment plans shall not interfere with the Association's ability to record a lien on an owner's property to secure payment for the owner's delinquent assessments. If the Board authorized a payment plan, it may incorporate payment of ongoing assessments that accrue during the

payment plan period. If a payment plan is approved, additional late fees from the homeowner will not accrue while the owner remains current under the terms of the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time the payment plan was approved.

8. If an owner fails to pay the amounts set forth in the Pre-Lien Notification and fails to request IDR within thirty (30) days of the date of the Pre-Lien Notification, the Board shall decide by majority vote in an open meeting whether to record a Notice of Delinquent Assessment (lien) for the amount of any delinquent assessments, late charges, interest and/or costs of collection. This lien shall be recorded in the Office of the County Recorder and mailed to the delinquent member. A fee not exceeding \$100.00 for lien processing work and a fee not exceeding \$150.00 for preparation and mailing said Notice of Delinquent Assessment by the Agent, Trustee or Attorney employed by the Association shall be charged to the delinquent member's account. The lien may be enforced in any manner permitted by law, including, without limitation, a small claims judgment, judicial or non-judicial foreclosure. No charge shall be made to release the Association's lien upon full reinstatement of the delinquent member's account.
9. After thirty (30) days from recording the Notice of Delinquent Assessment, the Association may turn the members account over to the Association's Attorney or Trustee to enforce the lien by proceeding with judicial or non-judicial foreclosure sale when either (a) the delinquent assessment amount totals One Thousand, Eight Hundred Dollars (\$1,800.00) or more, excluding accelerated assessments and specified late charges and fees, or (b) the assessments are delinquent for more than twelve (12) months. However, if the amount of the delinquent regular or special assessments is less than One Thousand, Eight Hundred Dollars (\$1,800.00) or less than twelve (12) months, the Board may decide to take a small claims court action. The Association is authorized under California law to charge the owner reasonable costs of collection for any action utilized.
10. The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the delinquent owner(s) by identifying the matter in the minutes by only the parcel number of the owner's property. Prior to initiating any foreclosure sale on a recorded lien, the Association shall offer delinquent homeowners the option of participating in IDR or Alternative Dispute Resolution ("ADR").
11. "IMPORTANT NOTICE: IF YOUR PROPERTY IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION."
12. An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed on their account pursuant to Corporations Code Section 8333. If it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges, interest, and costs of collection associated with collection of those assessments.
13. Owners have the right to provide a secondary address for mailing for purposes of collection to the Association. The owner's request shall be in writing and shall be mailed to the Association in a way that shall indicate that the Association has received it. An owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to

send notices to the indicated secondary address from the point the Association receives the request.

14. Prior to recordation of the release of any lien or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorneys' fees, must be paid in full to the Association. The mailing address for overnight payments of assessments is 16845 Von Karman, Ste 200, Irvine, CA 92606 unless the account has been turned over to the Association's trustee or attorney, then the homeowner would need to call said party for the full amount owed and their correct mailing address.
15. The foregoing policies and practices shall remain in full force and effect until such time as they may be changed, modified, or amended in their entirety by a duly adopted Resolution of the Board of Directors of Stellan Ridge Community Association. This policy is subject to change upon thirty (30) days written notice.

## NEIGHBOR TO NEIGHBOR DISPUTE POLICY

Nothing herein is intended to be construed as an attempt to relieve the Association or the Board of Directors from any of its duties under the CC&Rs for the Association or any other governing documents of the Association. This Policy only establishes a prerequisite to Association involvement in certain limited Neighbor to Neighbor Disputes.

### DEFINITIONS

1. Neighbor to Neighbor Dispute shall mean a dispute or complaint lodged by one lot owner against another which, in the Board's sole discretion, would not be in the best interest of the Association to pursue.
2. Written Certification shall mean a letter signed by the disputing parties certifying that one party requested the other party to submit the dispute for resolution and either mediation was completed or the other party refused to submit the dispute to mediation.

### POLICY TERMS

1. When a dispute or complaint is brought to the attention of the Board regarding interpretation of rights under, or enforcement of, the governing documents, the Board shall, at its next scheduled meeting, discuss the complaint or dispute and make a reasonable business judgment decision based upon the particular facts as to whether or not it constitutes a Neighbor to Neighbor Dispute.
2. If the Board finds that the complaint or dispute constitutes a Neighbor to Neighbor Dispute, it shall notify the parties of the Neighbor to Neighbor Dispute of its decision.
3. The parties to the Neighbor to Neighbor Dispute shall be required to attempt to submit their dispute to mediation prior to seeking Association involvement in resolving the dispute. This may be accomplished by the complaining party serving the other (responding) party with a Request for Resolution in accordance with California Civil Code Section 1369.530 et. seq.
4. Upon receiving Written Certification that the parties first attempted to resolve the Neighbor to Neighbor Dispute through ADR, the Board shall determine whether a violation of the Declaration or governing documents exists which requires Association action, whether Association enforcement is required under the particular circumstances and, if so, the action to be taken in accordance with Association Notice and Hearing procedures.

**THIS POLICY IS ONLY APPLICABLE TO NEIGHBOR TO NEIGHBOR DISPUTES.**

## ENFORCEMENT POLICY

### Discovery of Violation

1. Any violation that is an alleged violation of the Association's governing documents or Rules and Regulations will be processed according to the procedure outlined herein.
2. In the event one or more Members of the Association or Board of Directors file a Violation Report with the management company, the Board would act as follows:

Send a letter to the owner stating the alleged violation and date needed to cure the violation.

Upon expiration of the cure date, if the violation still exists, a second letter will be sent stating that the failure to abide by the Association's Rules and Regulations has imposed a hardship on the Association and the owner will be asked to attend a hearing with the Board of Directors.

The owner will be notified as to the decision rendered by the Board as a result of the hearing. If the owner is found to be in violation of the Stellan Ridge Community Association's documents, the Board will either (a) seek remedy by use of alternative dispute resolution such as mediation or arbitration; (b) levy a compliance assessment or fine; (c) temporarily suspend the voting rights attributable to the owner's lot; (d) enter upon a Lot to monitor and enforce a compliance; (e) record a notice of noncompliance; or (f) a combination thereof.

If the decision is to pursue a monetary fine system, the association's Fine Schedule will apply.

**NOTE: A violation is defined as an act that, in the opinion of the Board of Directors, is in conflict with the CC&R's, Bylaws, Rules and Regulations and/or Design Guidelines of the Association.**

## FINE SCHEDULE

1. If a monetary fine is imposed, the following fine schedule will apply:
  - a) For violations of time frames for completion of landscaping and landscape installation compliance, a \$200.00 fine will be assessed to the homeowner's account.
  - b) For all other violations, other than damage to common area, a fine of up to \$250.00 will be applied to the homeowner's account.
  - c) For tree topping and any other intentional damage to common area, a fine of \$2,500.00 will be applied.
2. If the violation continues past the hearing and first fine stage, additional hearings will be scheduled with the owner and the fines may be doubled with each hearing. Any fines not paid may result in legal action in accordance with California law.
3. The Board may determine to use alternative dispute resolutions or cause correction of the violation to effect a cure and the owner may be responsible for legal fees and/or reimbursement of costs to the Stellan Ridge Community Association.
4. For more serious violations, which are within the sole discretion of the Board to decide, the matter may be referred to the Association's attorney for more immediate pursuit of appropriate legal action.

**NOTE:** Should a violation occur which imposes a financial obligation on the Association, the party responsible for the violation shall reimburse the association, by way of a damage reimbursement assessment. For example, a party damages a fence, tree or any other Association Property, repair and replacement costs will be charged to that party.



## PROCEDURE FOR HOMEOWNER HEARING

### Procedure

- Introductions and hearing session procedures.
- Statement of alleged violation by acting chairperson.
- Invitee's statement and presentation of oral or written evidence.
- Review of CC&R requirements, Bylaws, and the Community Handbook of the Stellan Ridge Community Association.
- Discussion and questioning of the invitee by the Board.
- Questions and final statement by invitee.
- Homeowner is thanked for coming and told that they will be notified of the Board's decision within fifteen (15) business days.
- Board ruling without homeowner present.
- Enforcement procedures as applicable.
- Adjournment.

## PRIVACY POLICY

1. California statute currently allows a member of an Association to request and obtain a membership list, including members' names and addresses. The requesting member can only obtain the membership list if he/she articulates in writing a purpose reasonably related to his/her interest as a member. Unless the Board determines that a request for the membership list is made pursuant to a purpose not reasonably related to the requester's interest as a member, the requester must be provided with the membership list, or offer a reasonable alternative, as provided in California Corporations Code Section 8330(c).
2. Newly adopted California Code of Civil Procedure Section 1365.2 (a)(1)(l)(iii), effective July 1, 2006, allows a member to request to be removed from the membership list to prevent release of their private contact information to a member requesting the membership list. In order to opt-out of the membership list, you must notify the Association in writing. By opting-out, you are notifying the Association that you prefer to be contacted via the alternative process described in Corporations Code Section 8330(c).
3. If you chose to opt-out of sharing your name, property address and mailing address under the membership list, pursuant to Civil Code Section 1365.2(A)(1)(l)(iii), the opt-out designation shall remain in effect until changed by you, by written notification to the Association's Managing Agent.

PRIVACY POLICY FORM

If you do not want your name and address to be disclosed to other members in the Association and would like the Association to withhold your private information, you must now opt out of the sharing of your name, property address and mailing address by completing this form. *This opt-out shall remain in effect until changed by you.*

**DESIGNATION FOR OPTING OUT OF PERSONAL INFORMATION DISCLOSURE**

- I/we opt out of the sharing of my/our name, property address and mailing address under the membership list, pursuant to Civil Code Section 1365.2(A)(1)(I)(iii), and prefer to be contacted via the alternative process described in subdivision (c) of Section 8330 of the Corporations Code. This opt-out shall remain in effect until changed by me.
- I/we do not opt out of the sharing of my/our name, property address, and mailing address under the membership list.

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

Print Full Name(s): \_\_\_\_\_

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

Please mail, fax or email this form to:

STELLAN RIDGE COMMUNITY ASSOCIATION  
c/o Keystone Pacific Property Management, Inc.  
Attn: Accounts Receivable  
16845 Von Karman, Suite 200  
Irvine, CA 92606  
Fax (949) 833-0919  
E-MAIL [accounting@keystonepacific.com](mailto:accounting@keystonepacific.com)

**RULES AND VIOLATION REPORT**

Please be as specific as possible to allow the Board to expedite the process in a timely manner. All alleged violations will be evaluated to ensure they are considered an infraction as defined by the Association's legal documents and are not considered a "Neighbor to Neighbor Dispute". All reports filed are confidential and the reporting person's information will not be disclosed to the violator

**REPORT FILED BY:**

Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____ Date: _____	Phone: _____ Date: _____
Signature: _____	Signature: _____
Name: _____	Name: _____
Address: _____	Address: _____
Phone : _____ Date : _____	Phone : _____ Date : _____
Signature : _____	Signature : _____

**VIOLATION INFORMATION :**

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
(Alleged Violator's Name) (If Known)

Description of alleged violation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If additional space is needed, please use reverse side of form.)

Dates and times alleged violation occurs? \_\_\_\_\_  
How often does the alleged violation occur? \_\_\_\_\_

**COMPLAINTS REGARDING ANIMAL NOISE/ISSUES MUST BE DIRECTED TO ANIMAL CONTROL AT (951) 358-7387.  
COMPLAINTS REGARDING NOISE DISTURBANCES MUST BE DIRECTED TO THE POLICE DEPARTMENT AT (951) 787-7911.**

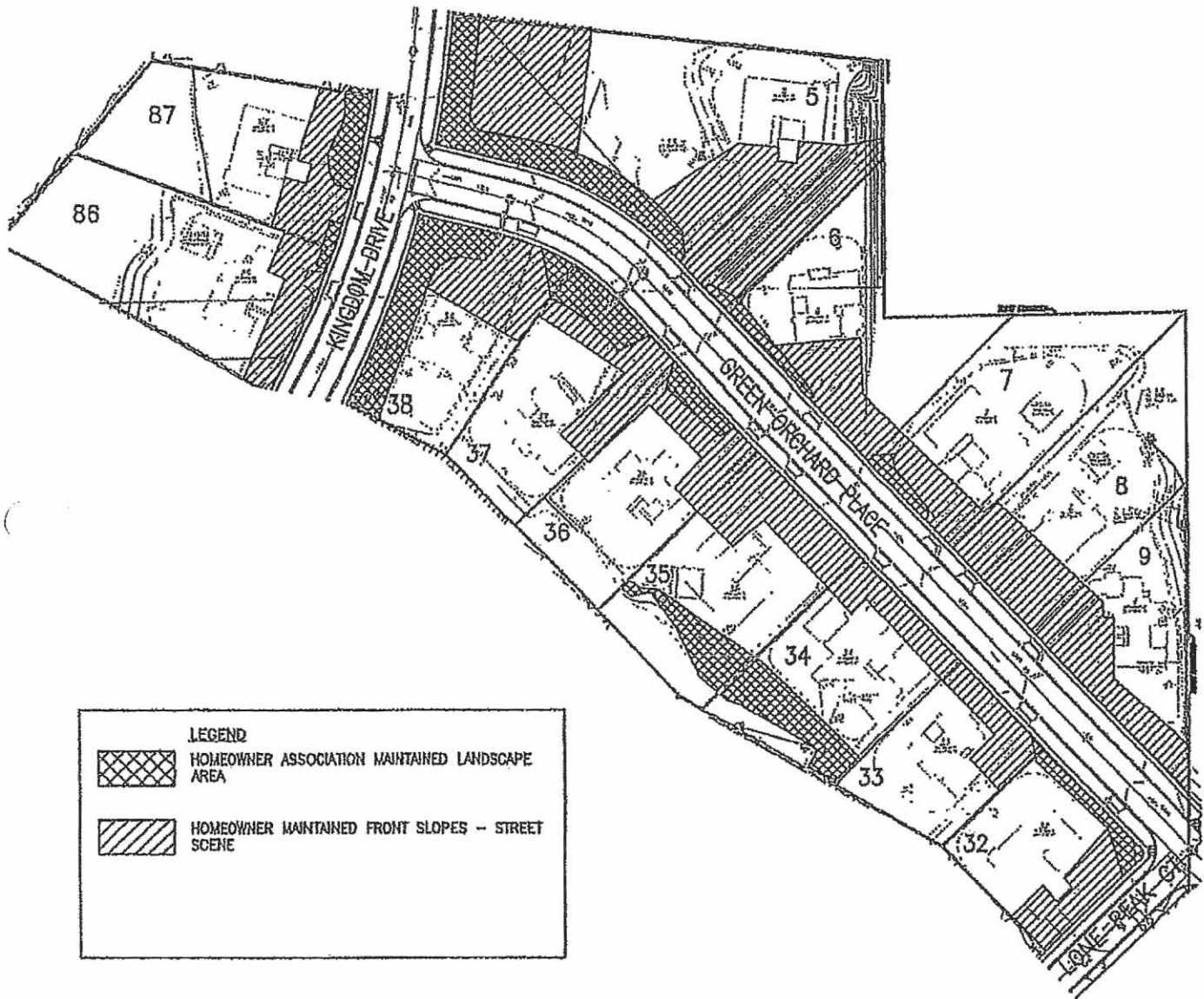
Exhibit A

**Homeowner Limited Use Areas**



**EXHIBIT 'A'**  
**HOMEOWNER LIMITED USE AREAS - PHASE 1**  
**STELLAN RIDGE TRACT 29515**



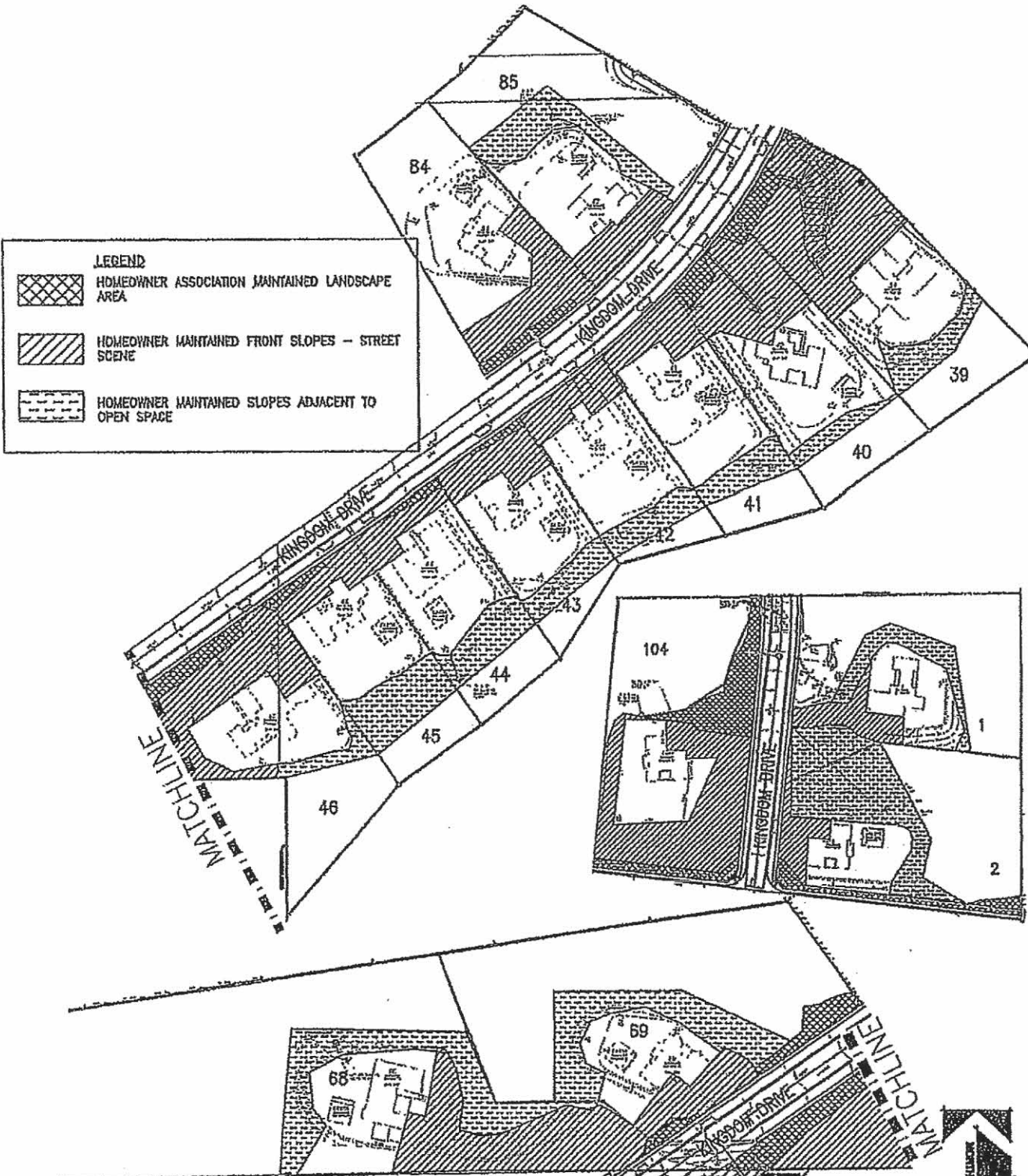
EXHIBIT 'A'  
HOMEOWNER LIMITED USE AREAS - PHASE 2  
STELLAN RIDGE TRACT 29515






LEGEND

-  HOMEOWNER ASSOCIATION MAINTAINED LANDSCAPE AREA
-  HOMEOWNER MAINTAINED FRONT SLOPES - STREET SCENE

**EXHIBIT 'A'**  
**HOMEOWNER LIMITED USE AREAS - PHASE 3**  
**STELLAN RIDGE TRACT 29515**

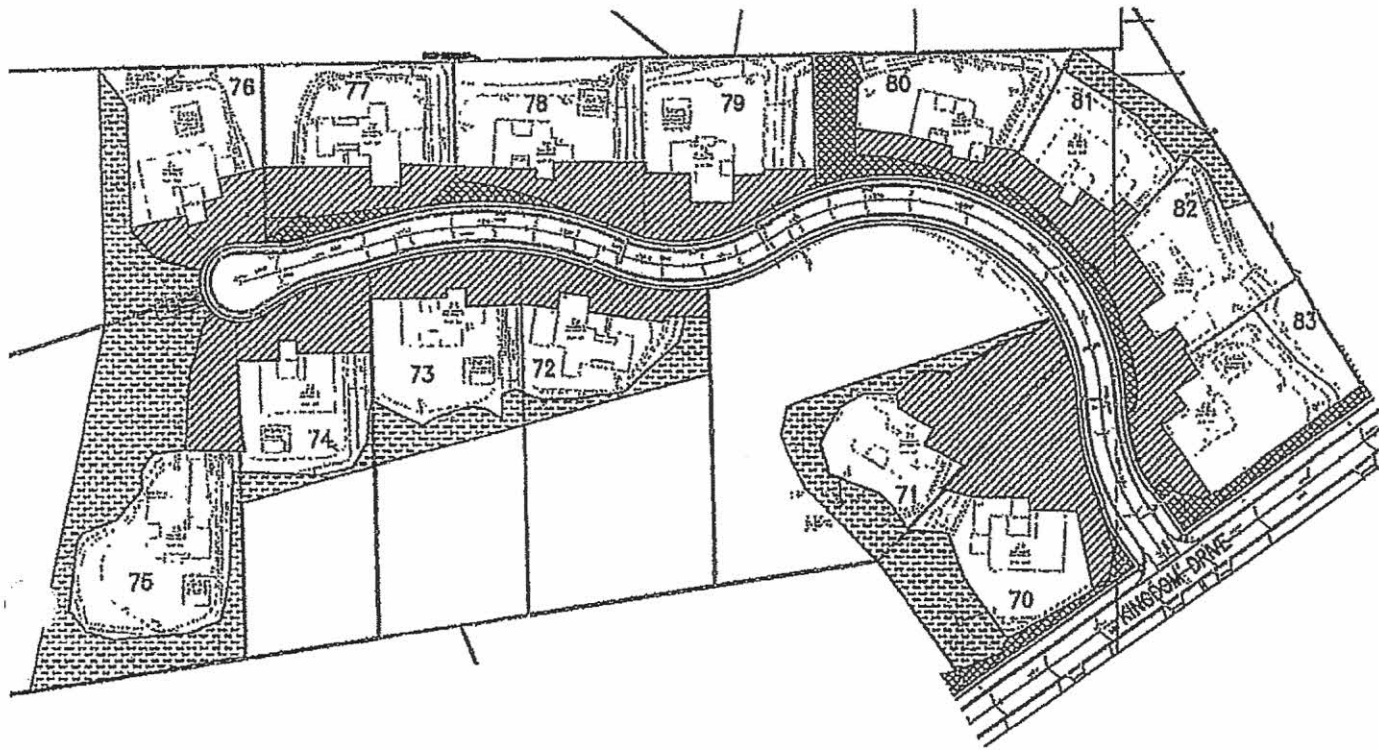





**LEGEND**

-  HOMEOWNER ASSOCIATION MAINTAINED LANDSCAPE AREA
-  HOMEOWNER MAINTAINED FRONT SLOPES - STREET SCENE
-  HOMEOWNER MAINTAINED SLOPES ADJACENT TO OPEN SPACE

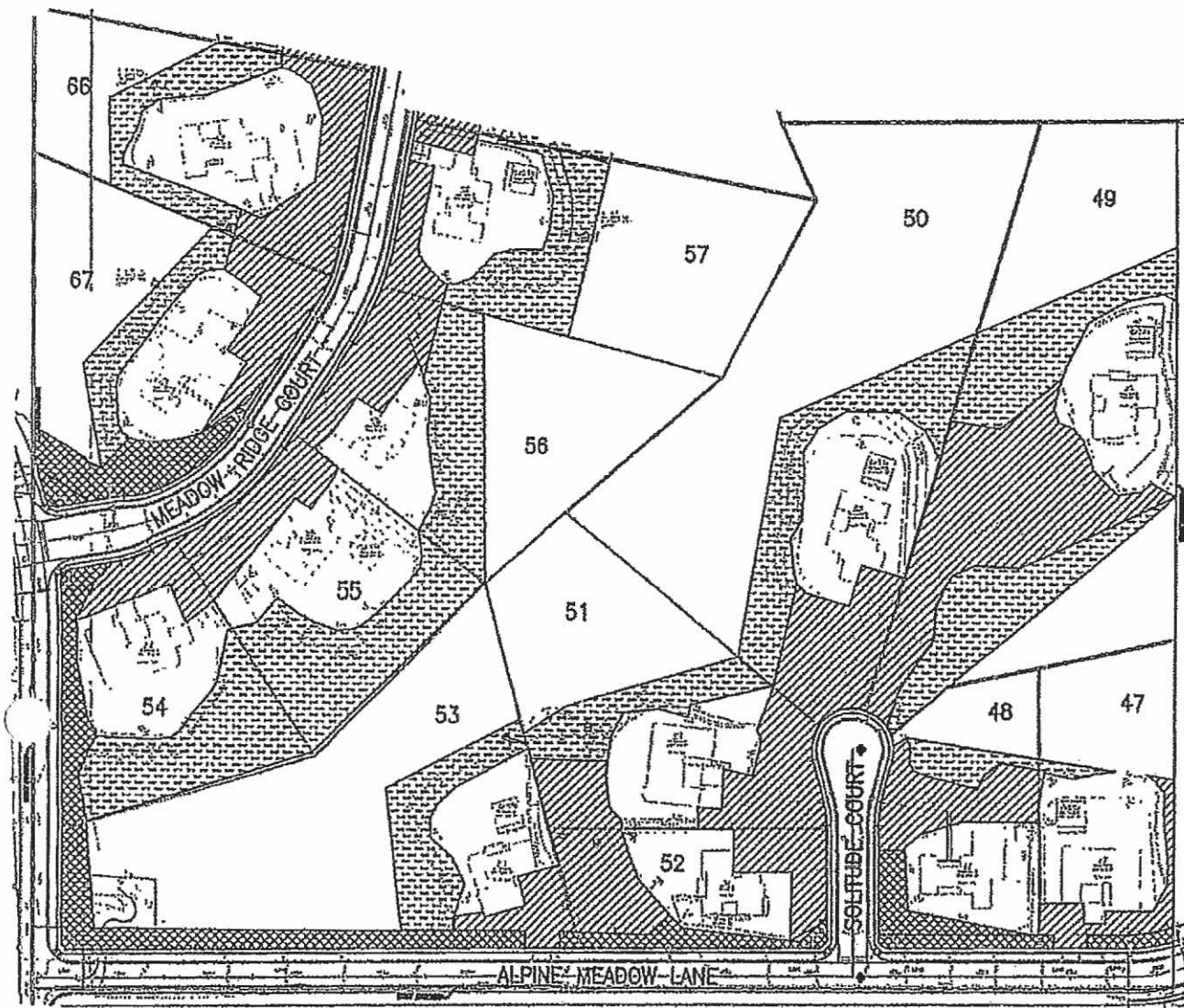





**EXHIBIT 'A'**  
**HOMEOWNER LIMITED USE AREAS - PHASE 4**  
**STELLAN RIDGE TRACT 29515**



LEGEND	
	HOMEOWNER ASSOCIATION MAINTAINED LANDSCAPE AREA
	HOMEOWNER MAINTAINED FRONT SLOPES - STREET SCENE
	HOMEOWNER MAINTAINED SLOPES ADJACENT TO OPEN SPACE

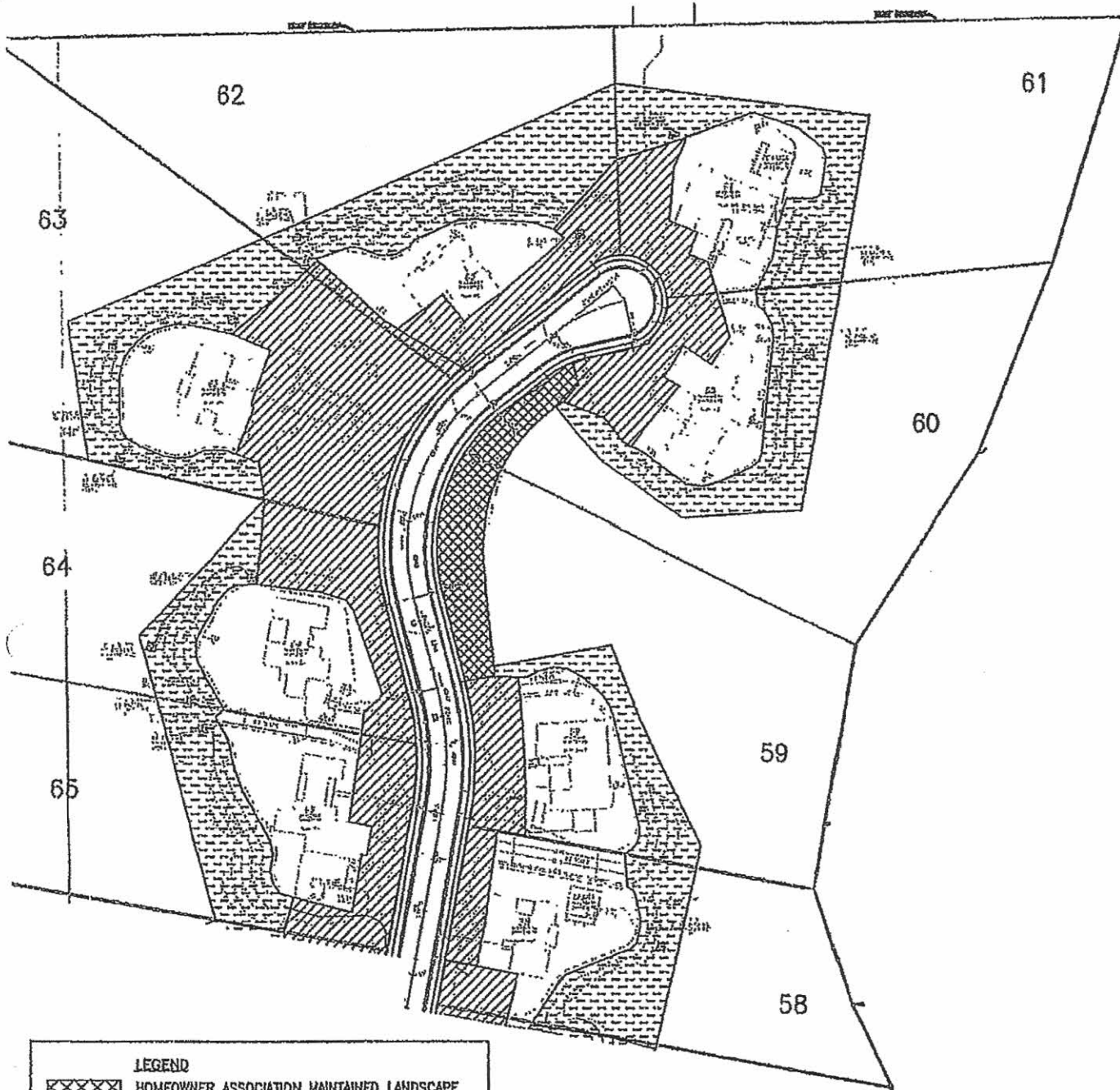
**EXHIBIT 'A'**  
**HOMEOWNER LIMITED USE AREAS - PHASE 5**  
**STELLAN RIDGE TRACT 29515**






LEGEND	
	HOMEOWNER ASSOCIATION MAINTAINED LANDSCAPE AREA
	HOMEOWNER MAINTAINED FRONT SLOPES -- STREET SCENE
	HOMEOWNER MAINTAINED SLOPES ADJACENT TO OPEN SPACE






**EXHIBIT 'A'**  
**HOMEOWNER LIMITED USE AREAS - PHASE 6**  
**STELLAN RIDGE TRACT 29515**



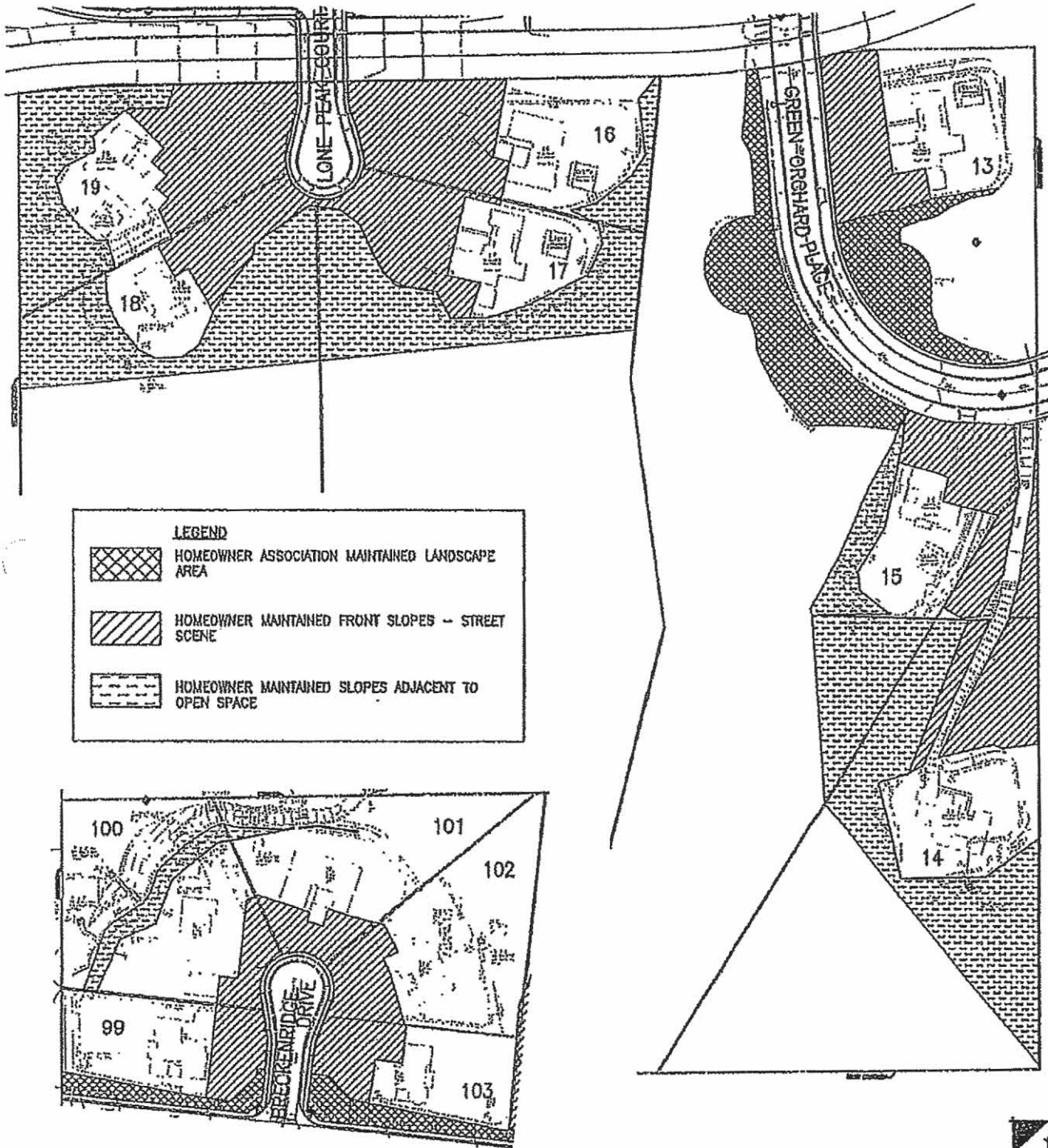
LEGEND	
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	HOMEOWNER MAINTAINED FRONT SLOPES - STREET SCENE
	HOMEOWNER MAINTAINED SLOPES ADJACENT TO OPEN SPACE

**EXHIBIT 'A'**  
**HOMEOWNER LIMITED USE AREAS - PHASE 9**  
**STELLAN RIDGE TRACT 29515**



LEGEND	
	HOMEOWNER ASSOCIATION MAINTAINED LANDSCAPE AREA
	HOMEOWNER MAINTAINED FRONT SLOPES - STREET SCENE
	HOMEOWNER MAINTAINED SLOPES ADJACENT TO OPEN SPACE

**EXHIBIT 'A'**  
**HOMEOWNER LIMITED USE AREAS - PHASE 10**  
**STELLAN RIDGE TRACT 29515**



**LEGEND**




	HOMEOWNER ASSOCIATION MAINTAINED LANDSCAPE AREA
	HOMEOWNER MAINTAINED FRONT SLOPES - STREET SCENE
	HOMEOWNER MAINTAINED SLOPES ADJACENT TO OPEN SPACE



Exhibit B

**City of Riverside  
Administrative Landscape and Irrigation Review document**



## Community Development Department - Planning Division

3900 Main Street, Riverside, CA 92522 (951) 826-5371 Fax: (951) 826-5981 www.Riversideca.gov

### Administrative Landscape and Irrigation Review

An Administrative Landscape and Irrigation Review can be done in the Planning & Building Department by Planning staff. Your plans will be reviewed against the Landscape and Irrigation Design Standards attached. Information on water efficient landscaping is available in the "Water Efficient Landscaping and Irrigation Ordinance Summary and Design Manual" from the Planning & Building Department

**APPLICATION SUBMITTAL:** Applications will be conditionally accepted on the presumption that the information, materials and signatures are complete and accurate. If the application is incomplete or inaccurate, your project may be delayed until corrections or additions are received

**APPLICATION PROCESSING:** Upon receipt of a complete and accurate application including applicable fees, Planning staff will review your application and prepare a staff report which will be mailed to you. Extra copies are available from the Planning & Building Department

**TIME:** The initial review will be done within 21 days of submittal of a complete application

**HEARINGS:** If a hearing is required, the applicant, a representative, or the legal owner should be present.

**APPEAL PROCESS:** If your request is denied, or if you disagree with any of the conditions of approval, you have the right to appeal. Appeal information is available from the Planning & Building Department, on the City website or in the final report.

**PLANNING FEES:** See current Fee Schedule (**FILING FEES ARE GENERALLY NOT REFUNDABLE**): In addition to the Planning Fees, a separate Park and Recreation Plan Check Fee may also be required for street tree review, including reverse frontage or median landscaping projects (landscaping within the public right-of-way areas). Please contact the Park & Recreation Department at (951) 826-2000 to determine these fees.

**REQUIRED ITEMS FOR FILING** (The following checklist gives you the requirements for application):

One (1) copy of General Application form.

Landscape and Irrigation Plan Review

Two (2) sets of Landscape and Irrigation Plans assembled into sets and stapled along the left margin, and folded to a maximum size of 8 2" x 14". See the Planning Department's "Water Efficient Landscaping and Irrigation Ordinance Summary and Design Manual" for specific details

Reverse Frontage Wall. Landscape and Irrigation Plans (For Reverse Frontage and Median Review only)

Three (3) sets of Street Improvement Blueprints Plans assembled into sets and stapled along the left margin, and folded to a maximum size of 8 2" x 14", showing: All reverse frontage wall locations, including wall heights and pilaster locations. Wall elevations, sections and design details, including colors, block types, pilaster and cap designs

Five (5) sets of Landscape and Irrigation Blueprints assembled into sets and stapled along the left margin, and folded to a maximum size of 8 2" x 14" including all required details noted in the "Water Efficient Landscaping and Irrigation Ordinance User's Manual" available at the Planning Department. Wall details must be on the street improvement drawings, not on the landscape and irrigation drawings.

### Landscape and Irrigation Review Design Standards

#### DESIGN STANDARDS - LANDSCAPING

- A. **PLANT VARIETY:** The site landscaping makes use of a variety of plant materials, (minimum of 3 types of trees, 3 types of shrubs and 2 types of groundcover) that are suited to Riverside's inland climate. There is a balance of deciduous and evergreen trees
- B. **LANDSCAPING FOR PROJECT ENHANCEMENT:** The proposal uses plant materials creatively to accent entries, soften or reinforce building lines and draw attention to important features
- C. **SOFTENING HARD LINES:** The proposal uses shrubbery at the base of building, freestanding and retaining walls to soften the hard edge between paving surfaces and wall surfaces.
- D. **BUFFERING UNDESIRABLE VIEWS:** Trees, shrubs and mounded groundcover are used to soften the view towards parking lots, loading areas, trash enclosures, storage areas, transformers, and the like
- E. **PARKWAY AREAS:** Where provided, public parkways have been planted with living groundcover, usually turf, with the overall maintenance the responsibility of the subject property owner.
- F. **PARK AND RECREATION REQUIREMENTS:** All requirements of the City's Park and Recreation Department have been complied with, including the following:
  - 1 Street trees are coordinated with the on-site landscaping, and the designated tree types, numbers, and required spacing of the trees are shown on the plans
  - 2 All plan check fees as determined by the Parks Department have been paid
  - 3 All general notes, and planting and staking details have been included on the plans, as required by the Parks Department.
- G. **CURBS:** Planter beds in parking areas are protected by 6" wide by 6" tall concrete curbing
- H. **TREE STAKING:** Street trees and on-site trees are shown double-staked, per the City's Standard Tree Staking Detail, including lodge-pole stakes and tire strip ties
- I. **PLANT CONTAINER SIZES:** The minimum plant material size is generally consistent with the standards as established for DRB review, including:
  - 1 Flats: Acceptable for groundcovers; space to provide 100% coverage in approximately 6 months.
  - 2 1-Gallon Plants: Acceptable for small accent plants, such as Agapanthus, Day Lilies, Sea Lavender, and for low shrubs planted to serve as groundcover
  - 3. 5-Gallon Plants: Minimum acceptable size for large accent shrubs, screens, hedges and foundation plantings
  - 4 15-Gallon Plants: Minimum acceptable tree size (see below for 24" box and 36" box exceptions
  - 5 24" Box: Minimum acceptable tree size for 20% of trees in projects of 1 acre or larger in size.
  - 6 36" Box: Minimum acceptable tree size for 10% of trees in projects of 1 acre or larger in size
- J. **WATER EFFICIENT LANDSCAPE DESIGN:** The project complies with the provisions of the City's Water Efficient Landscaping and Irrigation Ordinance, including the use of low maintenance and drought tolerant plants, and water efficient irrigation systems. The Water Conservation Concept Statement has been completed and included with the submittal
- K. **PRESERVATION:** Existing plants and natural features are clearly identified. Significant specimens and features are specified to be preserved on the site as appropriate
- L. **GRADING:** Graded slopes are provided with sufficient landscaping and irrigation coverage for erosion control, and to soften the view to cut and fill slopes from surrounding public views.



- M. **LAWN AND SHRUB AREA SEPARATION:** Concrete mow strips or minimum 1" x 3" redwood header boards have been provided between all lawn and shrub areas.
- N. **PARKING LOT SCREENING:** Parking lots have been screened from street view in compliance with the Zoning Code (Section 19.74 080 (9)) through the use of:
1. a 3' high landscaped berm;
  2. a 3' high shrub row, with all shrubbery to be located towards the rear of the landscaped setback, or;
  3. a combination of the above two items, or an alternative buffer subject to the written approval of the Planning Director
- O. **PARKING LOT FINGER AND END PLANTERS:** Within the parking lot, closely spaced minimum 5-gallon shrubs are provided within the end row planters and finger planters to discourage pedestrian traffic across these planters.
- P. **PARKING LOT SHADING:** Canopy trees are provided as follows to shade the parking areas:
1. **Tree Wells:** One tree within each tree well centered between the stalls at every 4-5 spaces
  2. **End Row Planters:** One tree within each end planter, next to each parking stall. Two trees provided at the end of each double row of stalls.
  3. **Finger Planters:** One tree within each finger planter, centered with the adjacent parking stall.
  4. **Strip Planters:** One tree in line with the edge of the parking stall, spaced at every 4-5 stalls

#### DESIGN STANDARDS - IRRIGATION

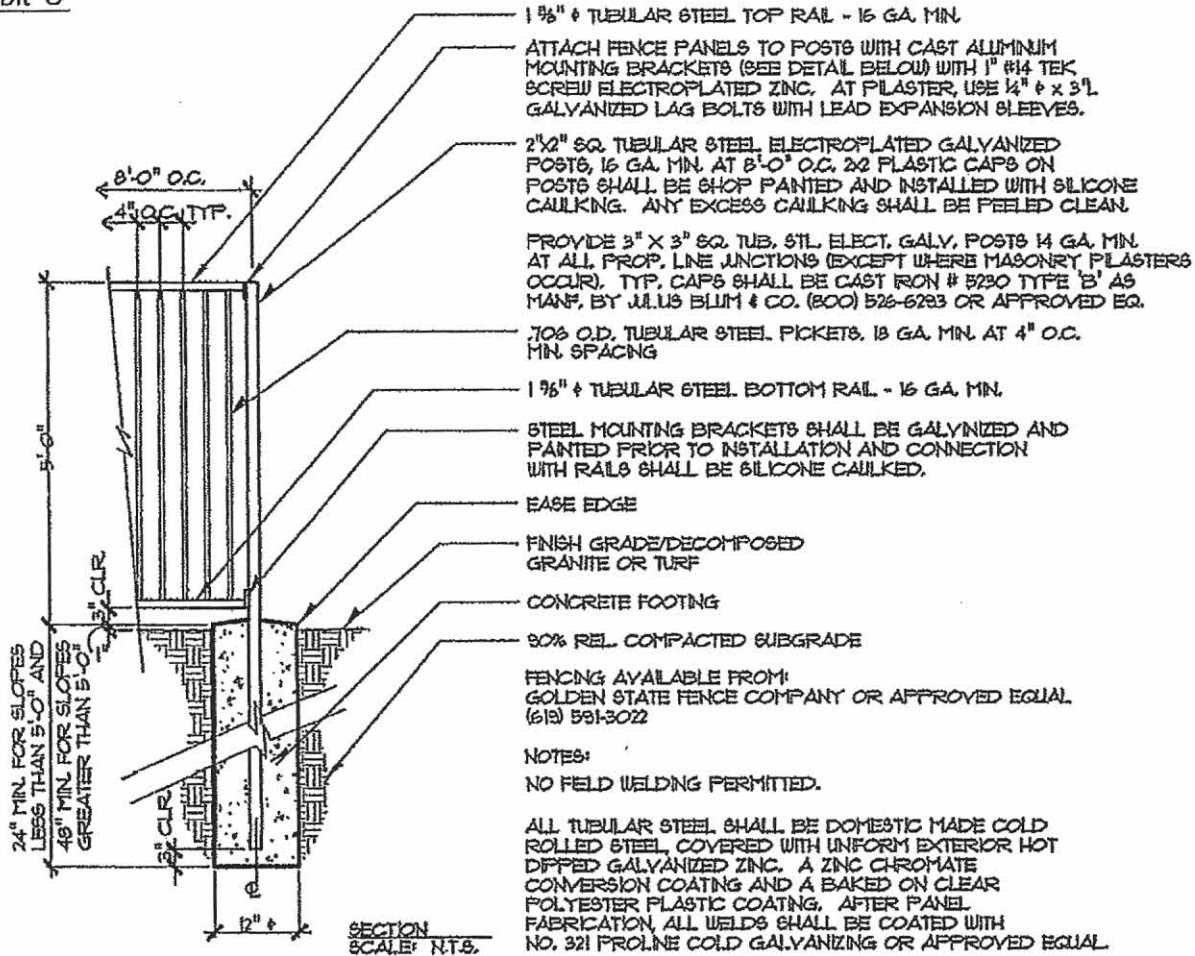
- A. **IRRIGATION PLAN PREPARATION:** The designer of the plans and specifications is someone legally entitled to prepare the plans, as listed in the Water Efficient Landscape and Irrigation Ordinance
- B. **DESIGN FOR 100% OVERLAPPING COVERAGE:** The irrigation system is designed to provide 100% overlapping side-to-side and head-to-head coverage
- C. **PARKWAY AREAS:** The irrigation system is extended into public parkways, where provided, to maintain the landscaping being installed.
- D. **SPRINKLER HEAD INFORMATION:** Sprinkler head brands, models, specifications are presented on the plans in a readable legend
- E. **AUTOMATIC CONTROLLERS:** A high quality automatic controller is provided for watering at continuous intervals. The brand and model of the controller and valves are specified in a readable legend
- F. **IRRIGATION PIPES:** The type of pipe, the pipe rating and pipe sizes are specified on the plans in a readable legend. Main lines typically PVC Schedule 40, lateral lines a minimum PVC Class 200, and lines under paving with PVC Schedule 40 sleeves
- G. **ANTI-SIPHON, BACKFLOW PREVENTERS AND VALVE BOXES:** Anti-siphon and backflow preventers are provided in accordance with current codes.
- H. **VALVE PLACEMENT:** Valves are provided in below grade valve boxes to minimize vandalism and enhance the appearance of the irrigation system
- I. **SPRINKLER RISER PROTECTION:** Triple swing joints are provided to protect all sprinkler heads
- J. **POP-UPS:** Pop-up sprinkler heads provided next to all parking areas and walkways.

- K BROWN LINE PIPING: Brown line piping allowed on sloped areas, if staked properly
- L DRIP SYSTEM: If a drip irrigation system is provided, all necessary tubing and emitters are specified, with appropriate connectors and staking indicated.

Exhibit C

## Approved Pool Fencing

Exhibit 'C'

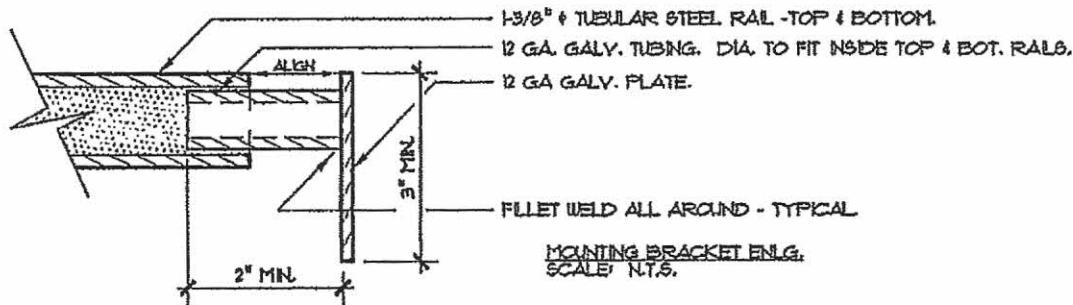


NOTE:  
ALL SLOPE CONDITIONS SHALL BE FIELD MEASURED. NO STEPS SHALL BE ALLOWED (EXCEPT AT PILASTER LOCATIONS WITH A 1'-0" MAX. STEP.) PANELS AT SLOPE CONDITION SHALL BE FABRICATED WITH BIAS, ALL POSTS PLUMB AND RAILS PARALLEL TO GRADE. "PINCHED" PANELS WILL NOT BE ACCEPTABLE.

ALL PAINTING SHALL BE SHOP APPLIED, FIELD PAINTING WILL BE PERMITTED ONLY ON TEK MOUNTING SCREWS AND ANY SCRATCHES, TYP.

PAINT SHALL BE 1 COAT 2-PART EPOXY PRIMER, 3 MIL. MIN. THICKNESS, 1 COAT 2-PART POLYURETHANE FINISH COAT 3 MIL. MIN. THK. FINISH COAT SHALL BE AMERCOAT 450 8A POLYURETHANE AS MANUFACTURED BY AMERON PAINT CO. (714) 523-1951 OR APPROVED EQUAL. COLOR SHALL MATCH DUNN EDWARDS DE 3014 MUDDY TIDE.

CONTRACTOR SHALL PROVIDE MIN. 3' SQ. SAMPLE, INCL. MOUNTING BRACKET AND WRITTEN SPECIFICATIONS TO L.A. FOR APPROV. PRIOR TO CONST.



TUBULAR STEEL FENCE

Exhibit D

**Improvement Submittal Checklist**

## Exhibit D

### IMPROVEMENT SUBMITTAL CHECKLIST

*Please do not submit the application until all applicable items below have been checked off indicating that they are shown on the plans or otherwise included in the application and/or acknowledged.*

#### Step 1

Applicant reviews the Guidelines and prepares plans, elevations and cross sections depicting the proposed new Improvements showing:

- Homeowner's name, date, address and lot number of residence, north arrow, scale of plans (1/8" – 1'0" or 1/4" – 1'0"), notes in English.
- Designer/contractor/landscape architect's name, address and phone numbers.
- A dimensioned hardscape plan showing existing and proposed paving, walls, fences, pools, patio covers, drainage and structures accurately described as to materials, length, height, and angles. **Architect must include any designated easements on the property in this plan.**
- A dimensioned planting plan showing any existing and proposed plants and trees accurately described as to type, size and location.
- A dimensioned roof plan for room additions showing existing and proposed roofs accurately described as to material, slope and drainage. Dimensioned floor plans for room additions showing existing and proposed rooms accurately described as to wall locations, columns, doors, windows and other features that impact the exterior of the house.
- Dimensioned elevations for room additions showing existing and proposed walls accurately described as to materials, colors, doors, windows and other features that impact the exterior of the house.
- Photographs and dimensioned details as needed to describe the improvements, including a cross section of any patio cover and a photograph of any light specifying the height, material, color and appearance.
- Drainage is shown on the plans and all spot elevations measured from original pad level.
- All drainage is directed toward the street and does not go into neighboring lots or toward the home.
- Yard drains or other drainage devices have been added to direct drainage toward the street where original drainage patterns provided by the builder have been altered.
- Concrete or other hardscape placed next to the home drains away from the structure and is at least 2" below the weep screed.
- Soil in planters adjacent to the home is at least 6" below the weep screed and is not placed against the home.
- No fill, dirt or concrete will be placed against any structure (the home or garage) or perimeter fence/wall.
- Irrigation (sprinklers) is not directed toward the home and will not spray on the home or onto the neighboring property.

- Plans show measurements from the home to the property line and from any improvement to the property line/setbacks.
- Elevations (drawings of all sides including height and width measurements, materials and colors) of any improvement that is above ground level (required for patio structures, gazebos, arbors, built in barbecues, fireplaces, fountains, etc.)
- Wattage of any proposed exterior lighting is included and a drawing or photo of the fixture is provided.
- Proposed colors and material types are provided. (Attach pictures or samples where possible).
- Retaining walls taller than 36" have been designed by an engineer and/or will be permitted by the local jurisdiction as required.
- Required permits from local jurisdictions will be obtained before any work is started.
- Design Review Committee Approval will be obtained before any work is started.

Exhibit E

## Improvement Application



**Exhibit E**

**STELLAN RIDGE COMMUNITY ASSOCIATION  
IMPROVEMENT SUBMITTAL APPLICATION**

Please complete and include this request along with three copies of your proposed home improvement plans and a check to Stellan Ridge Community Association in the amount of \$500, for the refundable security deposit:

**STELLAN RIDGE COMMUNITY ASSOCIATION  
C/O Keystone Pacific Property Management, Inc.  
16845 Von Karman, Ste. 200  
Irvine, CA 92606**

Homeowner Name:	Homeowner Signature:	Date Submitted:
Street Address and Lot Number:		
Daytime Phone Number:	Evening Phone Number:	E-Mail Address:
Description of Improvements Proposed: <input type="checkbox"/> Patio Cover: Include location, design, dimensions, material and color. <input type="checkbox"/> Front/Rear Landscape and Hardscape: Include drainage and sprinkler lines, plant palette and location of plants and trees. <input type="checkbox"/> Permanent Barbecue/Free Standing Fireplace: Dimensions, location and design. <input type="checkbox"/> Patio Slab: Dimensions and finish. <input type="checkbox"/> Pool/Spa: Size and location. Provide location and method of screening pump equipment. <input type="checkbox"/> Satellite Dish: Provide size, location and color. <input type="checkbox"/> Fountain or Water Feature: Provide photo if possible. May not exceed height of perimeter walls. <input type="checkbox"/> Front walkways: Width, color and materials proposed. <input type="checkbox"/> Side Gates: Provide design, material and color. <input type="checkbox"/> Lighting: Must provide locations and wattage to ensure it will not cause glare into neighboring homes. <input type="checkbox"/> Other: _____ _____		
DRC Consultant:		Recommendations:
Design Review Committee: The _____ project has been Approved ___ w/Conditions ___ Denied ___ Signed: _____ of the DRC Date: _____ Comments/Conditions of Approval: _____ _____		

*If you have any questions regarding the architectural review process, please contact your management representative at (949) 833-2600. Thank you.*

Exhibit F

## Notice of Completion

Exhibit F

**NOTICE OF COMPLETION**

(Mgmt. To Affix Date Stamp Here)

MAIL TO: Stellan Ridge Community Association  
Design Review Committee  
16845 Von Karman, Ste. 200  
Irvine, CA 92606

Homeowner Name:	Address:
Daytime Phone:	Date Approved:

Submit to management with photos of all installed improvements for proper review and closure of your file. Please put address on the back of all photos included with this page.

Thank you.

(Affix Photo Here)

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Below Line for Committee Use Only

- Approved; work completed in accordance with approved plans. File Closed – eligible for refundable deposit of \$500.00
- Work not in compliance with approved plans; see attached correspondence.

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Design Review Committee

Date