

**ARTICLE VIII
ARCHITECTURAL CONTROL**

8.1 Prior Approval Requirement for Improvements and Changes.

Subject to Section 8.2, below, no Improvement of any kind shall be commenced, installed, erected or maintained within the Property by an Owner, nor shall any exterior addition to or change or alteration be made in or to any Lot or Common Area by an Owner until the plans and specifications showing the nature, color, kind, shape, height (including front, side and rear elevations), materials, and location of the same shall have been submitted to and approved in writing by the Association's Board of Directors upon the recommendation of its Landscape Committee and/or Architectural Review Committee, if any, as to advisability in light of the nature and purpose of the neighborhood and surrounding properties, harmony of external design and location in relation to surrounding structures, setback lines, topography and finish grade elevation as situated at the time of the Improvement, and quality of workmanship and materials.

8.2 Exceptions to Prior Approval Requirement and Remainder of Article for Certain Lot Improvements.

Improvements subject to and/or described in Section 6.3.1 (landscaping, irrigation, and drainage), above, located on a Lot behind the fences generally marking the boundaries of a Lot and which are not readily visible from the Common Area or another Lot, are expressly not required to be pre-approved by the Association, nor do the remaining provisions of this Article apply to such Improvements. An Owner may, but need not, submit for approval such Improvements, and the Association may consider the submittal but need not act upon it in any way. Nothing in this Article VIII is meant to impose an obligation or requirement upon the Association that it review, approve, regulate, or discipline an Owner or other person for Improvements or conditions related to such Improvements which are the subject of Section 6.3.1 of this Declaration.

8.3 Appointment of Committees.

The Board may appoint a Landscape Committee and/or an Architectural Review Committee, each composed of not less than three (3) nor more than five (5) members. Committee members appointed shall be from the membership of the Association, with 1, 2 or 3 of 3 or 2 or 3 of 5 of the committee members required also to be members of the Board of Directors. (No Committee shall have a quorum of Board Members.) A majority of the Committee may designate a representative to act as spokesperson on its behalf. Members of the Committee shall serve for a term of one (1) year. In the event of the death or resignation of any member of the Committee, a successor shall be appointed by the Board. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant hereto. In the event the Board has not appointed a Landscape Committee and/or an Architectural Review Committee, the Board itself shall fulfill the duties of that Committee until such time as members are appointed to it in accordance with this Section.

8.4 Submission of Plans; Action by Association.

Plans and specifications for the proposed Improvement(s) shall be submitted to the Association as set forth in the Association's Annual Policy Statement. In the event the Board of Directors fails to approve or disapprove the plans within forty-five (45) days after they are submitted to the Association, the Owner requesting approval may submit a written notice to the Board advising them of the Association's failure. If the Association still fails to approve or disapprove said plans, within forty-five (45) days after the receipt of the written notice from the Owner, the plans and specifications shall be deemed approved. These time limits are adjusted for approval of certain protected use items as set forth in the following three Sections of this Article.

8.5 Approval of Solar Energy System.

Any Owner proposing to install or use a solar energy system shall be subject to the same review and approval process as required in Section 8.1 for any such Improvements. However, only reasonable restrictions on the installation and use of a solar energy system shall be permitted. Reasonable restrictions on a solar energy system are those restrictions which do not significantly increase the cost of the system or significantly decrease its efficiency or specific performance, as more specifically described in Civil Code § 714. If an application for a solar energy system is not denied in writing within sixty (60) days from the date of receipt of the application, the application shall be deemed approved, unless that delay is the result of a reasonable request for additional information.

8.6 Approval of Electric Vehicle Charging Stations.

Any Owner proposing to install or use an electric vehicle charging station shall be subject to the same review and approval process as required in Section 8.1 for any such Improvements. However, only reasonable restrictions on the installation and use of an electric charging station shall be permitted. Reasonable restrictions on an electric vehicle charging station are those restrictions which do not significantly increase the cost of the system or significantly decrease its efficiency or specific performance, as more specifically described in Civil Code § 4745. If an application for an electric vehicle charging station system is not denied in writing within sixty (60) days from the date of receipt of the application, the application shall be deemed approved, unless that delay is the result of a reasonable request for additional information.

8.7 Approval of Installation or Use of Satellite Dish, Television Antenna, or the Like.

Any Owner proposing to install or use a satellite dish, television antenna, or the like, shall be subject to the same review and approval process as required in Section 8.1 for any such Improvements. However, only reasonable restrictions on such the installation and use shall be permitted. Reasonable restrictions on an electric vehicle charging station are those restrictions

which do not significantly increase the cost of the system or significantly decrease its efficiency or specific performance, as more specifically described under federal law and/or in Civil Code § 4725. If an application for a satellite dish, television antenna, or the like, is not denied in writing within sixty (60) days from the date of receipt of the application, the application shall be deemed approved, unless that delay is the result of a reasonable request for additional information.

8.8 Fee for Review.

The Association shall have the right to establish a fee for the review and approval of plans and specifications that must be submitted to the Association pursuant to the provisions of this Article. The Association shall have the right to hire any engineer or other consultant, the opinion of which the relevant Committee and/or the Board of Directors deems necessary in connection with its review of any plans submitted by an Owner, and such Owner shall be liable for payment of such engineer's and/or consultant's fee.

8.9 Approval/Disapproval of Plans.

Any approval or disapproval of plans and specifications for an Improvement or Improvements submitted to the Association shall be in writing. An approval may be qualified or unconditional at the sole discretion of the Board. All conditions imposed by the Association must be in writing. If the plans and specifications are disapproved, in whole or in part, the written decision from the Association shall include both an explanation of why the proposed Improvement(s) was or were disapproved and a description of the procedure for reconsideration of the decision by the Board.

8.10 Reconsideration.

If plans and specifications are disapproved, in whole or in part, the Owner is entitled to reconsideration by the Board if a written request is made within thirty (30) days of the Owner's receipt of the disapproval. The Board shall schedule a meeting for reconsideration of said Owner's plans and specifications to take place within thirty (30) days after receipt of such request. The Owner is entitled to be present at the meeting for reconsideration and to address the Board. The Owner shall also be entitled to bring one or more representatives to assist in explaining technical or design issues with regard to the plans and specifications. Said meeting for reconsideration does not need to be noticed to the membership of the Association. The Board shall have fifteen (15) days from the date of the meeting for reconsideration in which to render its decision in writing to the Owner.

8.11 Landscaping Guidelines and Architectural Guidelines.

The Association from time to time may issue as part of its Association Rules (in accordance with Civil Code § 4340 through § 4370) "Landscaping Guidelines" and/or "Architectural Guidelines." The Guidelines shall interpret and implement the provisions of this Declaration and the Davis-Stirling Common Interest Development Act, and other pertinent laws, by setting forth the standards and procedures for the review and approval of proposed Improvements and guidelines for landscaping and/or architectural design, placement of any work of Improvement and color schemes, exterior finishes and materials and similar features which are recommended for use within the Property, provided that the Guidelines shall not be in derogation of the minimum standards required by this Declaration or under law. In the event of any conflict between the Guidelines and this Declaration, the Declaration shall control.

8.12 Owner Responsibility for Modification.

As a condition of approval for a requested landscaping or architectural change, modification, addition or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance for such change, modification, addition, or alteration. At the discretion of the Board, an Owner may be required to verify such assumption of responsibility by written instrument acknowledged by such Owner on behalf of himself or herself and all successors-in-interest.

8.13 Waiver.

The landscaping and architectural standards and the enforcement thereof may vary from one term of the Board to another. These variances shall not constitute a waiver by the Association of the right to adopt and enforce landscaping and architectural standards under this Article. No decision by the Association shall bind subsequent decisions when reviewing subsequent plans and specifications for Owners.

8.14 Inspection of Work.

With consent of the Owner, which consent shall not be unreasonably withheld, any member or authorized representative of the Board of Directors or applicable Committee may (but is not obligated to), at any reasonable hour and upon reasonable notice, enter and inspect any Lot which has been the subject matter of an approval of a submission for an Improvement. Any such request for inspection shall be made within six (6) months after substantial completion of the Improvements. Entry for inspection purposes shall be made with as little inconvenience to the Owner as reasonably possible, and any damage caused thereby shall be repaired by the Association. If the Association finds that such work was not performed in substantial compliance with the approved plans and specifications, it shall notify the Owner in writing of such

noncompliance, specifying the particulars of noncompliance and shall require the Owner to remedy the same within thirty (30) days from the date of notification of such noncompliance. If the noncompliance is not corrected within thirty (30) days, the Board may perform the work itself and use the procedures set forth elsewhere in this Declaration to impose the cost thereof as an Individual Assessment against the subject Lot and its Owner. Should the Board determine that it is in the best interests of the Association that non-compliance be remedied at the Association's expense, the Board may direct that the Improvement be brought into compliance with only incidental notice to the affected Owner of the chosen action.

8.15 Nonliability of Association, Board and Committee Members.

Neither the Association, the Board nor the Committee or designated representatives thereof, shall be liable for damages to any Owner submitting plans or specifications to them for approval, or to any Owner in the Project affected by this Declaration by reason of mistake in judgment, negligence or nonfeasance, unless due to willful misconduct or bad faith of that person. The Committee's approval or disapproval of a submission shall be based solely on the considerations set forth in this Article and the duly issued Guidelines, and the Board shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plans or design for purposes of structural safety and/or conformity with building or other industry standards, codes or ordinances.

8.16 Variances.

The Association shall be entitled to allow reasonable variances with respect to any restrictions in the Governing Documents in order to overcome practicable difficulties, avoid unnecessary expense or prevent unnecessary hardships, provided that the following conditions are met: (a) If the requested variance will necessitate deviation from, or modification of, a property use restriction that would otherwise apply under these Governing Documents, the Committee must conduct a hearing on the proposed variance after giving at least ten (10) days prior written notice to the Board and to all Lots within one hundred (100) feet of the Lot to which the variance applies. The Owners receiving notice of the proposed variance shall have thirty (30) days in which to submit to the Board or Committee written comments or objections with respect to the variance. No decision shall be made with respect to the proposed variance until the thirty (30) day comment period has expired. (b) The Committee shall make a good faith determination that (a) the requested variance does not constitute a material deviation from the overall plan and scheme of the development within the Property or from any restriction contained herein or that the proposal allows the objectives of the violated requirement(s) to be substantially achieved despite noncompliance; or (b) the variance relates to a requirement hereunder that it is unnecessary or burdensome under the circumstances; or (c) the variance, if granted, will not result in a material detriment, or create an unreasonable nuisance, with respect to any other Lot, Common Area or Owner within the Property.

8.17 Annual Disclosure of Guidelines.

The Association shall annually provide its Members with notice of any requirements set forth in the Landscaping Guidelines and the Architectural Guidelines. The notice shall describe the types of changes that require Association approval and shall include a copy of the procedure used to review and approve or disapprove a proposed change.

8.18 Cease and Desist.

In the event changes are commenced by or on behalf of an Owner or his or her family members, tenants, guests or invitees without the approval of the Association, the Association shall have the right to take immediate action to halt such activity, including issuing a cease and desist demand and obtaining immediate judicial relief necessary to preserve the *status quo*.