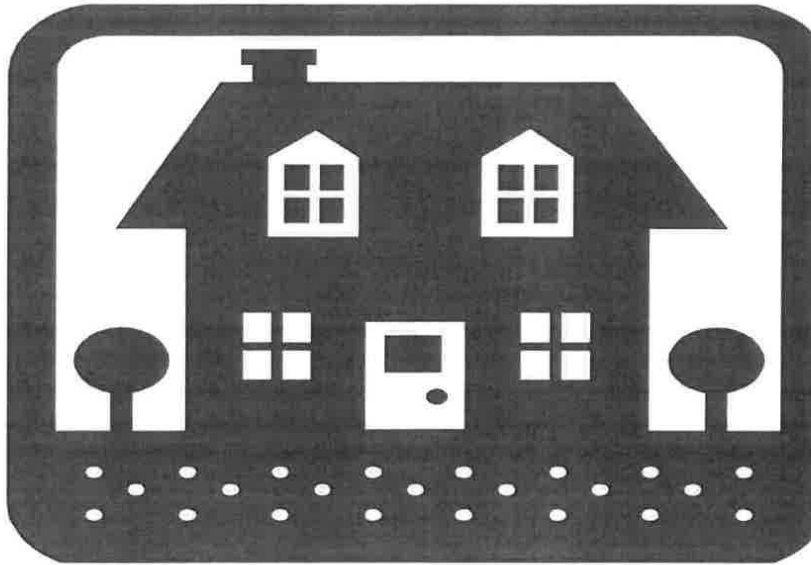


MAGNOLIA HOMEOWNERS ASSOCIATION

ARCHITECTURAL GUIDELINES

UPDATED January 2019



## INTRODUCTION

The enclosed Architectural Guidelines were prepared by your Architectural Committee and Board of Directors to provide you with a reference to the most common Architectural Guidelines with which owners must comply. These Guidelines will replace all prior Guidelines and are effective with Board approval.

These Guidelines will assist owners with understanding and complying with the requirements specified in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs) filed in the office of the County Recorder. It does not replace the CC&Rs.

It is the responsibility of the homeowners to maintain their units and fences in a well maintained condition in accordance with these guidelines. All improvements, replacements and/or maintenance items requested by the homeowner that are visible from the common area require an Architectural Request Form be submitted and approved prior to the beginning of the work. The Architectural Request Form must be completed in full and include color choice, designs, sketches, dimensions, product specifications and material samples when submitted. If a permit is required, it should be submitted to the HOA management office when the work is completed and signed off. Without prior approval, changes may be required to be removed and/or replaced at the owner's expense. This is in accordance with Article VII, Section 8.1.

The homeowners are fully responsible for complying with all City of Santee permit requirements for any improvements or changes requested. It is the homeowner's responsibility to secure this information and the appropriate permits and inspections. In addition, the homeowner is fully responsible for conforming to all federal and state regulations that may apply to any requested architectural change.

# TABLE OF CONTENTS

TITLE	PAGE
INTRODUCTION	
1. GENERAL REQUIREMENTS: ALL COUNTRYSIDE HOMES .....	4
2. ARCHITECTURAL REQUEST FORM .....	11
3. NOTICE OF COMPLIANCE/COMPLETION.....	16

## 1. EXTERIORS

a) Paint - Twenty-One color palettes are available for viewing at the offices of the community Management Company by appointment or on the community website: [CountrysideMagnolia.com/Paint](http://CountrysideMagnolia.com/Paint) . See Chart below for appropriate color scheme and product identification numbers.

<b>Color Scheme</b>	<b>Behr Brand Paint</b>	<b>Vista Paint</b>	<b>Previous Frazee (Now Sherwin Williams - availability not guaranteed)</b>
1		Ivory Ridge - 0182 0918 - Good-Looking 0181 - Ageless	Desert Castle Sesame Illusion
2		0188 - Baguette 0107 - Prosperity 0318 Coconut Macaroon	Historic Tan Monterey Rose Mineral Mauve
3		0162 - Apple Pie 0159 - Senior Moment 0272 - Mineral Water	Casita Pavilion Sawyers Fence
4		0182 - Ivory Ridge 0472 - Micropolis 0196 - Overgrown	Desert Castle Chevalier Estate Greige
5		0196 - Overgrown 0478 - Singing In The Rain 0279 - Garden Country	Estate Greige Grey Expectations Urban Chic
6		0224 - Pebblebrook 0630 - Star Mist 0030 - Lady Nicole	Burbury Beige Dawn Wonder Soft Mist
7		0578 - Philosophically Speaking 0188 - Baguette 0227 - Moonscape	Clove Brown Countryside Tan Mesquite
8		0272 - Mineral Water 0188 - Baguette 0227 - Moonscape	Sawyers Fence Countryside Tav Mesquite
9	Cream Custard M270-3u Mourning Dove OR-W12u Green Agate M430-7d	0882 - Marzipan 0362 - Pale Quartz 0711 - Cute Pixie	N/A

10	Summerwood S290-4m Painter's Canvas M320-1u Blueprint S470-5m	0254 - Living Large 0957 - Pale Narcissus H0050 - Rocky Hill	N/A
11	Shiitake N220-4m Baby Artichoke S330-1u Alpine Trail N420-7d	H0113 - Rain Barrel 0222 - Au Natural 0466 - Green Column	N/A
12	Windrift Beige N190-3u Smooth Silk YL-W07u Tsunami S450-7d	0188 - Baguette 0922 - Cheesecake 0690 Blue Period	N/A
13	Rugged Tan N190-4m Peppergrass N350-6d Toasted Pecan S190-7d	0184 - Macadamia Brown H0090 - Warren Tavern 0130 Evolution	N/A
14	French Truffle N150-5d Lunaria M280-2u Rustic Taupe N200-4m	0136 - Amazon Mist 0915 - Queenly Laugh 0516 - In The Hills aka Indian Hills	N/A
15	Explorer Khaki N330-4mPrivate Black N530-7d / Shasta Lake M490	0372 - Historic Shade 0543 - November Storms 0648 - Happy Tune	N/A
16	Nor'wester N470-4m Tibetan Jasmine M310-1u Night Club N500-7d	0490 Beacon Fog 0432 - Sweet Spring 0515 - Silent Sea	N/A
17	Incognito N370-5m Dune Grass N340-2u October Leaves S210-7d	0422 - Everlasting Sage 0343 - Cantera 0053 - Remaining Embers	N/A
18	Iron Mountain N520-5d Doeskin Gray N200-2u Tornado Season S450-6d	0534 - Subtle Shadow 0210 - Hidden Cove 0668 Wish Upon A Star	N/A
19	Swiss Brown N210-6d Curious Collection N290-4m Vine Leaf N400-7d	0186 - Christmas Ornament 0266 - October Harvest 0459 - Pleasant Hill	N/A
20	Metropolis N140-3m Asphalt Gray N520-6d Red Chipotle S160-7d	0553 Smoky Wings 0535 - Zen Retreat 0122 - Outrageous	N/A
21	Sandstorm N3103m Mayan Ruins N300-7d Cypress Vine N390-7	0231-Desert Mirage 0284 - Queen Lioness 0438 - Delicious	N/A

- i) Your choice Of color palette must be submitted in writing to the Architectural Committee for approval. A minimum Of two (2) colors from the chosen paint palette must be used and all colors must be from within the same color scheme.
  - ii) Wood fences must be painted using **BEHR Brand color Khaki Shade #YL-W11** or **Vista Paint Brand Color: 0279 - Garden Country**
- b) All exterior elements Of the unit must be maintained in a clean and well painted condition at all times.
- i) Wood elements cannot show cracks, splits, holes or splintering.
  - ii) Stucco needs to be clean and painted the same color showing no repainted Or repaired patches.
- c) Wooden decorative elements such as decorative trim may be removed and not replaced without architectural request approval. Any gaps, holes, stucco and paint repairs must be made and color matched so the areas are not apparent.
- d) Gutters are required on all units and must be constructed Of metal or vinyl and be a color that matches the units color palette.
- i) Gutters may not sag or show obvious rust
  - ii) Gutters may have leaf screens attached without architectural approval.
- e) Downspouts must be painted a color that matches the unit's color palette.
- i) Changing downspout locations **requires** an approved architectural request showing locations, where the water will drain (plan drawing) and color and materials.
- f) Chimneys must conform to current building/fire codes.
- i) The preferred material for all chimneys is stucco sheathing. Wood sheathing on chimneys should be replaced with stucco. Such stucco must match the unit in texture and paint color.
  - ii) Chimney spark arrestors must be in place and well maintained, well painted with fire resistant paint and have no holes or corrosion. Installation or replacement of such spark arrestor requires a City of Santee permit.

## 2. ROOFING

- a) Roofs must be well maintained with no bare spots or loose or broken shingles.
- b) Roofing repairs and replacement work must be notified to neighbors in advance of the work with signatures included on submitted Architectural Request Form.
- c) Roofing on storage units attached to the townhome units must match the materials and paint color of the unit to which they are attached.
- d) All townhome carport/garage and storage area roofs must be properly pitched and drained so that no unit is negatively impacted by runoff from that roof.
- e) Replacement of the unit roof must be approved in advance by the Architecture Committee with an Architectural Request specifying each of the following.
  - i) Must maintain original design and pitch of the roof being replaced.
  - ii) Paint colors of the unit for which the roof will be repaired and/or replaced.
  - iii) Color of the new roofing materials.
  - iv) Photos or product specification sheets of what the new roofing material looks like and what it is made of.
  - v) Roof shingles must comply with Title 24 requirements, Energy Star composite fireproof; 25 year composite Class A Rating Shingles in shade of Brown, Tan, of Grey in color.
  - vi) Name of who will be doing the installation and date of installation.
  - vii) If dumpsters are required for the roof replacement/repair, their location must be indicated on the Architectural Request in a drawing and must be approved in advance of the work.
  - viii) If a permit is required it should be submitted to the HOA management office when the work is completed and signed off.

## 3. ROOF ATTACHEMENTS

Items attached to the roof such as, but not limited to, wind turbines, vents, solar tubes, solar panels, sky lights, satellite dish, and security cameras are approved, but a completed Architectural Request MUST be submitted for management files.

- a) Roof attachments must at no time present a hazard to neighboring units or to the common area.

#### 4. GARAGE DOORS

- a) Color of door must be compatible with homeowners paint color scheme
- b) Steel sectional roll-up or wood material with raised panels with or without windows.
- c) Photos or product specification sheets of what the item looks like and material made from must be submitted in Architectural Request for approval before installation/replacement.

#### 5. WINDOWS AND WINDOW SCREENS

- a) Vinyl or anodize windows, energy efficient dual glazed.
- b) All windows must match in color and design.
- c) If visible from common area, Stained or Decorative glass windows are not permitted.
- d) Screens must be undamaged and fully installed.

#### 6. DOORS, SCREEN/SECURITY DOORS

- a) Constructed of steel, wood or fiberglass, with or without windows. If visible to the common area, color must be in keeping with the home color scheme.

#### 7. PATIO COVERS, CANVAS SHADE COVERS, GAZEBOS

- a) No patio cover, canvas shade or gazebo may in any way be attached to any neighboring homeowner unit building or fence, and post may not be placed within easement areas.

#### 8. ADDRESS NUMBERS

- a) No Architectural Request is required for this item.
- b) Must be compliant with Fire Department safety standards
- c) Must be 4 inches in height
- d) Must be installed on at least two locations including garage and fence.



## 9. EXTERIOR LIGHTING

- a) Fixtures are required on fences and next to garage.
- b) End unit patio homes must have three light fixtures. Lights must be on fence and garage and either chimney or garage side door.
- c) Fence lights must be controlled by a dusk-to-dawn sensor, may not be motion controlled light.
- d) Security lighting within the homeowner's property must be properly adjusted and will not cause light to shine directly into any neighboring unit window.

## 10. FENCES

- a) Fences may not be attached to any dwelling or neighboring fence in any part.
- b) Fences may be either wood or vinyl.
  - i) Wood fences must be without holes or splits or splintering.
  - ii) Paint on wood fences must be computer matched to BEHR Brand color Khaki Shade #YL-W11 or Vista Paint Brand Color: 0279 - Garden Country.
  - iii) Gates in wood fences will be large rectangular in shape and will show no splits, spaces, holes, or splinters and must be the same height as the fence it is attached to.
  - iv) Vinyl fences must be with a grain finish, color matched to current vinyl fences in community, with caps of 4 inch height on posts. Sample of fencing may be requested to confirm meets criteria prior to granting approval. Gates in vinyl fence will match these criteria.
  - v) Homeowners in both patio homes and townhomes are responsible for their own fences.

## 11. PATIO AREAS WITH FENCES - NOT VISIBLE FROM COMMON AREA

- a) Permanent changes in patio areas inside the fences of units must be approved in advance with an Architectural request clearly showing the following.
  - i) Plan view of current and proposed drainage and/or grades.
  - ii) Plan view of current and proposed changes in materials used.
  - iii) Agreement by the units on both sides of the unit proposing the changes. If agreement is not given by either neighbor, then resolving this will be the sole responsibility of the the two owners involved. Gaining such approval will in no way involve the HOA or its employees or resources or Board of Directors.
  - iv) Such improvements or changes must be approved upon completion by an outside third party contractor who is skilled in such work. Such contractor

will be paid by the HOA and the approval or recommendations of the changes will be the final authority in such situations.

- v) No change in a unit's grading may adversely impact a neighboring unit or the drainage of the common area.
- vi) No drainage may be attached to the common area drainage without prior approval by the HOA in writing.
- vii) These requirements do not apply to movable furniture, planters or pots.
- viii) These requirements do apply to any changes in grade, drainage, permanent (i.e formed concrete) planters, fountains or spas.

**MAGNOLIA HOMEOWNERS ASSOCIATION  
ARCHITECTURAL CHANGE REQUEST**

Application of Proposed Improvements

Please submit this request to the Board of Directors, and allow at least (30) days to receive a written response on this request. Approval must be granted, in writing, prior to the commencement of any requested improvement or change. Permission must be granted by a majority of the Board of Directors in writing by signing the application form. Should any work be completed without the Board of Directors approval, the work can be required to be removed at the expense of the homeowner.

To: Board of Directors,  
I hereby request approval for the following improvements to my unit.  
Homeowner: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Proposed date of Construction: \_\_\_\_\_  
Contractor Name: \_\_\_\_\_  
Business License and Insurance copy from Contractor ( ) Yes Included  
No Contractor please indicate ( ) No Contractor

---

---

---

---

---

(Describe the proposed improvements, and attach any documentation showing the type of construction, dimensions, color and types of materials and the location on the lot of the requested improvements.)

It is understood that the homeowner is responsible for any damage done. This includes damages to personal property of requesting homeowner, as well and any homeowners who may be affected by the requested improvements to include common area or during or after construction improvements. Building permits must be obtained if required and comply with current city and county building codes. This statement is understood and asserts the requesting homeowner has current homeowners' policy and is contracting with licensed and bonded contractors, and agreed upon. The Homeowner assumes all financial responsibility for any damages that could potentially occur and holds The Magnolia HOA harmless. It is further understood that the responsibility of the unit owner to maintain the improvements at standards set by the Association.

Updated \*\*/\*\*/\*\*\*\*

MAGNOLIA HOMEOWNERS ASSOCIATION ARCHITECTURAL CHANGE REQUEST

Please have both neighbors sign below that they have been made aware that you will be requesting to complete this project at your unit. (Your neighbors do not approve or deny your request, but must be made aware of pending improvement noise and additional issues that could arise.)

Neighbor 1 \_\_\_\_\_ Neighbor 2 \_\_\_\_\_

Board of Directors: Action

( ) Approved ( ) Declined ( ) Additional information requested

Comments/Stipulations:

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

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

Please return Architectural Request Forms to Management via Email / Fax / Mail



Updated November 2016

INDEMNIFICATION AGREEMENT

This "Agreement" is made on behalf of Magnolia Homeowners Association ("Association") a California nonprofit mutual benefit corporation, and the following individual(s) ("Owner") with respect to the property ("Property") identified.

Owner(s) Name(s): \_\_\_\_\_

Property Address: \_\_\_\_\_ Santee, CA 92071

Recitals

WHEREAS, Owner intends to perform work (himself or through a contractor) to the Property which may be covered by the Association's insurance; and,

WHEREAS the "Work" in question is described as:

\_\_\_\_\_ ; and,

WHEREAS, Owner agrees to be responsible for his own work, and any damage or injury that the work may result in; and,

WHEREAS Owner agrees to secure his own insurance coverage for such work (or to have his contractor have its own insurance, with the Owner's or contractor's insurance being primary or the Association's insurance either not applying or applying only as a secondary insurance; and,

WHEREAS, in exchange for the Association approving the Owner to have the work performed, Owner makes the following agreement to effectuate the intention of the parties.

Agreement

In light of the foregoing, which are terms of the Agreement and not mere recitals, IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the board's conditional approval of the Work, a copy of which is attached hereto and incorporated herein by this reference, the Owner agrees to the following:

A. Owner represents, warrants, and covenants that the Work will be performed in compliance with and does not violate any applicable law, governmental regulation, and/or building code.

B. If Owner uses a contractor, Owner represents, warrants, and covenants that the contractor is licensed, bonded, and fully insured, with the contractor's insurance primarily responsible for any liability or loss, to the fullest, outermost boundaries of the law, which may arise in any way out of the Work.

C. Owner shall be responsible for obtaining and maintaining all applicable insurance sufficient to cover any potential liability resulting from any injury to persons and/or property arising from or related in any way to the Work and shall name Association as an additional insured on the policies.

D. Regardless of insurance coverage, Owner shall indemnify, save, defend and hold harmless the Association of and from any and all claims, demands, cause of actions, lawsuits, damages, costs, expenses, losses or liabilities, in law or in equity, of every and any kind and nature whatsoever arising out of any damage, injury, or destruction of real and personal property ("liabilities or losses") arising out of or in any manner connected with the Association's decision to approve use of the Landscaped Area and its actual use by Owner under this Agreement.

E. This indemnity provision shall include damage, injury, or destruction of real and personal property, and/or bodily injury, howsoever caused, regardless of whether any negligence of the Association, its respective officers, directors, servants, employees, agents and independent contractors, be it active or passive, was a cause of said liabilities or losses except in the instance that liabilities or losses are caused by the sole negligence or willful misconduct of the Association, and/or its respective officers, directors, servants, employees, or agents.

F. If liabilities or losses are caused by the sole negligence or willful misconduct of the Association, its respective officers, directors, servants, employees, or agents, or any of them, then in such instance the Owner shall not be responsible to indemnify, save, defend, or hold harmless the Association or anyone for any reason.

G. This Agreement shall in no event be construed to require the indemnification of the Association in excess of the maximum permitted under the public policy of the State of California.

H. Any defense of the Association owed by Owner or the contractor pursuant to the indemnity provided herein shall commence immediately upon the making of any claim arising out of the Work.

2. The term of this Agreement shall begin upon conditional approval of the Work and continue throughout the duration of the Work and into the future for so long as the Work may result in any liability or loss. Owner represents, warrants, and covenants that this Agreement will become part of the Owner's disclosures upon sale or transfer of the Property, such that any obligation hereunder extends to the buyer or transferee upon sale or transfer.

2

3. The Association is expressly relying upon all warranties, representations, covenants, and indemnities provided by this Agreement in allowing the Work to proceed. Any breach of this Agreement shall be an intentional fraud upon the Association in addition to a breach of the Agreement under the law of the State of California as it may exist currently, at the time of the breach, and at any time thereafter.

4. The Owner's obligations under this Agreement shall be subject to and not in lieu of the governing documents for the Association and all related regulations and/or policies.

5. This Agreement may be modified only by a writing signed by all parties hereto or their successors and recorded in the books of the County of San Diego, State of California.

6. In the event any of the terms or provisions of this Agreement shall be declared by a court of competent jurisdiction to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect and to this extent, the terms and provisions of this Agreement are determined to be severable.

7. In the event that any party to this agreement or their successors shall be required to commence any action against the party or their successors by reason of any breach of any provision of this agreement or to seek judicial declaration of any rights hereunder, the party prevailing in such actions shall be entitled to recover from the prevailing parties actual attorney's fees and costs, whether or not the proceedings or actions lead to a judgment.

8. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns.

WHEREFORE the signatures, below, signify agreement with the terms set forth herein.

Owner: \_\_\_\_\_

Contractor: \_\_\_\_\_

\_\_\_\_\_ Print name of contractor, if any,  
and give license #.

Attach insurance certificates which may apply.



MAGNOLIA HOMEOWNERS ASSOCIATION  
NOTICE OF COMPLETION

Notice is given that:

Name of owner(s): \_\_\_\_\_

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

\_\_\_\_\_  
Address Unit

The work of improvement on the described property was COMPLETED on:  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ in accordance  
with the Architectural written approval with or without specified stipulations provided in  
approval letter (stipulations are case by case basis.)

Signature of Owner(s) \_\_\_\_\_  
\_\_\_\_\_

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

Return via Mail, Fax or Email to: Magnolia HOA via Management Email / Fax / Mail

Updated November 2016