

# **VICTORIA GROVE MAINTENANCE ASSOCIATION ARCHITECTURAL GUIDELINES**

Adopted by the Board of Directors:  
Amended by the Board of Directors: January 19, 2010

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## I     **PURPOSE**

As set forth in the Declaration of Restrictions, the Architectural Review Committee (herein referred to as the ARC) is vested with the power to review and approve all Improvements to all Residential Units for Victoria Grove Maintenance Association. Such Improvements include, without limitation, additions, modifications and alterations to Units, signs, fences, walls, landscaping, screens, patios and patio covers, window treatments, air conditioning units and attic fans, and any other modifications to the exterior of a Dwelling Unit or other Improvements or alterations to your home.

The ARC does not seek to restrict individual creativity or personal preference, but rather help assure continuity in design which will help preserve and improve the appearance of the Community and enhance the property values of all Owners in the Community.

The ARC shall be composed of three (3) members. Members of the ARC shall receive no compensation for services rendered other than reimbursement by the Association for any expenses that might be incurred in performing their duties. The ARC has the right to retain architects or other construction specialists as may be necessary to perform its duties.

Prior to the commencement of any addition, alteration or construction work of any type on any residential Unit in Victoria Grove Maintenance Association, you must first make application to the ARC for approval of such work. Failure to obtain approval of the ARC may constitute a violation of the Declaration of the Restrictions affecting your home, and may require modification or removal of unauthorized works of Improvement at your expense.

A building or other permit may be required by the Riverside County Building Department or other governmental agencies prior to the commencement of any work. Neither the ARC, nor the Master Association, assumes any responsibility for failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain ARC approval.

## II     **GUIDELINES**

### **A. Submission Procedure Requirements.**

1. All applicants ("Applications") for ARC approval are to be made on the standard Victoria Grove Maintenance Association Home Improvement Form (Exhibit B)
2. Submission of Applications: All Applications are to be made to the **Victoria Grove Maintenance Association Architectural Review Committee, c/o Encore Property Management, 526 Queensland Circle, Corona, CA 92879.**
3. Reasonable Fees: Homes built by Compass Homes will require a separate architect's review due to the large size of the Lots and therefore, a \$100.00 review fee will be required for each submittal.
4. Construction Drawings: Plans and specifications for works of Improvement must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the ARC to make an informed decision on your request.
5. Submission of Application for Improvements: Please forward three (3) sets of your proposed plans and specifications, together with the standard

Home Improvement Form (Exhibit B), and the Facing, Adjacent and Impacted Neighbor Statement (Exhibit C) along with the following information to the ARC to constitute a complete submittal. Please mail this information to the address noted above in item #2. One (1) set will be returned to you after completion of the review.

- a) Plot plan drawn to scale showing the following:
  - i. All proposed improvements and relevant elevations, together with the desired location of such improvement to the desired location of such improvement to the Dwelling Unit.
  - ii. Complete dimensions of the proposed improvements.
- b) Description of materials to be used, including the proposed color scheme. Samples should be provided.
- c) Drainage plans (if applicable) where the established drainage pattern might be altered by the proposed improvement.
- d) Floor plans (if applicable) showing overall dimensions and area of Improvements reflecting your preliminary design concept.
- e) Description of proposed construction scheduled.
- f) Landscape plan and working drawings (if applicable)
- g) If proposed improvements require access over the Common Area facilities for the purposes of transporting labor or materials, written permission shall be required from the Association. Any such requests must be filed with the Board of Directors prior to the commencement of your Improvement.
- h) Any other information or documentation deemed to be necessary by the ARC in evaluating your request.

**B. Failure to Comply with Required Procedures.**

Failure to comply with the requirements and procedures set forth herein shall cause your Application to be delayed pending submission of other information and documentation to the ARC. An incomplete Application shall affect the time limits for approval otherwise reserved in favor of the ARC.

**C. Approval by Architectural Review Committee.**

The ARC shall approve plans and specifications submitted for its approval only if it determines that (a) installation, construction or alterations of the Improvements in the locations indicated will not be detrimental to the appearance of the surrounding area of the Properties as a whole, (b) the appearance of any structure affected by the proposed Improvements will be in harmony with the surrounding structures, (c) installation, construction or alteration of the proposed Improvements will not detract from the beauty, wholesomeness and attractiveness of the Properties or the enjoyment thereof by the Owners, (d) maintenance of the proposed Improvements will not become a burden on the Master Association.

The ARC may condition its approval of proposals or plans and specifications for any Improvement on any of the following: (1) the Applicant's furnishing the Master Association with security acceptable to the Master Association against any mechanic's lien or other encumbrance which may be Recorded against the Properties as a result of such work, (2) such changes therein as it considers

appropriate, (3) the Applicant's agreement to grant appropriate easements to the Master Association for the maintenance of the Improvements, (4) the Applicant's agreement to install (at its sole cost) water, gas, electrical or other utility meters to measure any increased consumption, (5) The Applicant's agreement to reimburse the Master Association for the cost of such maintenance, (6) the Applicant's agreement to complete the proposed work within a stated period of time, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

The ARC may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, landscape plans, floor plans, drainage plans, elevation drawings and descriptions or samples of exterior material and colors. Until receipt of a completed submittal by the ARC of any required plans and specifications, the ARC may review plans submitted for approval. The ARC shall transmit its decision and the reasons therefore to the Applicant at the address set forth in the application for approval within forty-five (45) days from the date the complete submittal is received by the ARC. Any application submitted pursuant to Article VIII, Section 8.8 of the CC&R's shall be deemed approved unless the ARC transmits written disapproval or a request for additional information or materials to the Applicant within forty-five (45) days after the date the ARC receives all required materials. The Applicant shall meet any review or permit requirements of the County prior to making any construction, installation or alteration permitted hereunder.

**D. Appeal.**

For so long as Declarant has the right to appoint and remove a majority of the ARC's members, the ARC's decisions are final, and there is no appeal to the Board. After Declarant's right to appoint a majority of the ARC's members expires, the Board may adopt policies and procedures for the appeal of ARC decisions to the Board. The Board has no obligation to adopt or implement any appeal procedures, and in the absence of Board adoption of appeal procedure, all ARC decisions are final.

**E. Enforcement.**

Failure to obtain the necessary approval from the ARC, or failure to complete the Improvements in conformity with the plans and specifications approved by the ARC, may constitute a violation of Declaration of Restrictions and may require modifications or removal of any work or Improvement at Owners expense.

**F. Violations.**

All Owners in Victoria Grove Maintenance Association shall have the right and responsibility to bring the attention of the ARC, any violations of the standards set forth herein.

**G. Notice of Completion.**

Upon the completion of any construction or reconstruction or the alteration or refinishing of any Improvement, or upon the completion of any other Work for which approved plans and specifications are required, the Owner shall complete

and forward a written Notice of Completion (Exhibit D) to the ARC.

**H. Inspection.**

The ARC or its duly authorized representative may inspect any Work for which approval of plans is required. The right to inspect includes the right to require any Owner to take such action as may be necessary to remedy any noncompliance with the ARC-approved plans for the Work or with the requirements of the Master CC&R's ("Noncompliance").

The ARC's right to inspect the Work and notify the responsible Owner of any Noncompliance shall terminate sixty (60) days after the Work is completed and the ARC has received a Notice of Completion (Exhibit C) from the Owner that the Work is completed. If the ARC fails to send a notice of Noncompliance to an Owner before this time limit expires, the Work shall be deemed to comply with the approved plans

**I. Noncompliance.**

If the Owner fails to remedy any Noncompliance within sixty (60) days after the date of notification from the ARC, the ARC shall notify the Board in writing of such failure. After Notice and Hearing, the Board shall determine whether there is a Noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same.

If a Noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days after the date that notice of the Board ruling is given to the Owner. If the Owner does not comply with the Board ruling within that period, the Board may Record a Notice of Noncompliance and commence an action for damages or injunctive relief, as appropriate, to remedy the Noncompliance.

**J. Scope of Review.**

The ARC shall review and approve, conditionally approve or disapprove all plans submitted to it for any proposed construction, installation or alteration solely on the basis of aesthetic considerations, consistency with the Master CC&R's, and the overall benefit or detriment which would result to the immediate vicinity and the Properties generally. The ARC shall consider the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features. The ARC's approval or disapproval shall be based solely on the considerations set forth in Article VIII of the Master CC&R's.

The ARC is not responsible for reviewing, nor may its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes. The ARC shall consider and balance the impact of views from other Dwelling Units or Lots against reasonable privacy right claims as factors in reviewing, approving or disapproving any proposed landscaping, construction, or other Improvement. However, neither the Declarant nor any Guest Builder warrants any protected views within the Properties and no Dwelling Unit or Lot is guaranteed the existence or unobstructed continuation of any particular view. The ARC may not change the architectural and landscaping design of the Properties, as established by the Declarant, without the prior written consent of Declarant for so

long as Declarant is entitled to exercise its veto right under Article VIII, Section 4.2.3 of the Master CC&R's.

**K. Variances.**

The ARC may authorize variances from compliance with any of the architectural provisions of the Master CC&R's including restrictions on height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration require. Such variances must be evidenced in writing, must be signed by a majority of the ARC. The Board must approve any variance recommended by the ARC before any such variance becomes effective.

If variances are granted, no violation of the covenants, conditions and restrictions in the Master CC&R's shall be deemed to have occurred with respect to the matter for which the variances are granted. The granting of a variance does not waive any of the terms and provisions of the Master CC&R's for any purpose except as to the particular property and particular provision of the Master CC&R's covered by the variance, nor does it affect the Owner's obligation to comply with all applicable governmental ordinances affecting the use of his/her Lot and Dwelling Unit.

**III ARCHITECTURAL STANDARDS**

**3.01 Additions / Alterations:**

Additions are to be compatible in scale, material and color with the existing residence, and comply with all property line setbacks.

Roofs, walls and slabs must be connected to the existing structure as required by the building code. Pitched roofs must match the existing structure in shape and material. New windows must match the existing styles on the home. Doors must be complimentary to the neighborhood styles. All Home Improvement Applications for room additions must have architectural plans including an architectural elevation with detailed dimensions.

All additions, alterations or changes to any improvement on the residential lot shall have Architectural Review Committee approval. When submitting an application for an addition, a color photograph of the home must be included.

If brick, rock or veneer materials will be used, samples must be provided at the time of submittal.

The height of any addition and/or any other architectural improvement to an existing detached home shall not be higher than the original roof.

**3.02 Awnings:**

**These are subject to the following:**

1. Plans and fabric samples must be submitted to the ARC for approval prior to installation.



2. Only allowed in rear of home.
3. Unit must be maintained in good working order at all times.
4. Soiled, worn, faded or torn fabric must be replaced.

ARC and the Board of Directors have final discretion regarding whether or not fabric need to be replaced on an existing awning.

Any temporary shaded structures in place for up to one week will be considered a permanent improvement and must be approved by the ARC.

### **3.03 Barbeques:**

Barbeques shall be located in rear yard and shall maintain a five foot setback from all property lines, common wall or fence. In determining the location, consideration of neighbors MUST be weighed with regard to smoke drift and visual impact. Application submittal plot drawing MUST be to scale indicating the location (distances) of BBQ in relation to residence and neighboring residences.

### **3.04 Clotheslines:**

The installation of outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any lot so as to be visible from neighboring property, including the Association's common area.

### **3.05 Dog Houses/Dog Runs:**

All structures used for the care, housing, or confinement of any pet must be approved by the ARC prior to installation. In addition, dog houses and/or dog runs must be placed on the lot so as to not be visible from neighboring property or common area. Dog houses and dog runs must be maintained in a neat and clean manner at all times.

### **3.06 Doors, Entry and Garage:**

All entry and garage door installations require ARC approval prior to installation. When submitting an application, a color photo of the front of the house as well as a color photo (i.e. brochure) of the door is required.

### **3.07 Driveways:**

Driveway expansion or replacement at a residence requires ARC approval.

Proposed driveway coatings, decorative designs, or any changes to the existing driveway, are subject to approval by the ARC.

For driveway expansions, a minimum of a seven (7) foot quarter circle cut out from the corner of the property line at sidewalk must be utilized as a planter or softscape. Please see Exhibit A (enclosed).

**3.08 Flag Poles and Flags (Permanent):**

Approval of permanent flagpoles will be considered on a case-by-case basis by the ARC.

Flags and flagpoles must be maintained in good condition at all times.

**3.09 Gates:**

Gates should not exceed the height of the adjacent fence or wall, except if the gate has an arch, it can be six (6) inches above the fence or wall. Gates shall generally be wrought iron or wood. In order to receive ARC approval, a picture or sketch is required including the pattern, color and dimensions. The color of wrought iron may only be black, white or the current color of the stucco on the home. When submitting an application for a wood gate, the color must be indicated and approved by the ARC.

The ARC may consider a gate material other than wrought iron or wood on a case-by-case basis, depending on how it complements the architectural character and aesthetics of the Community.

**3.10 Landscape:**

Existing landscape upgrades must be maintained. Provisions must be made to prevent storm run-off to adjacent property.

Artificial turf (in either the front and/or rear yard) will be considered on a case-by-case basis, depending on the quality of the proposed material.

Front and rear yard landscape installation, improvements, or alterations must be submitted and approved by the ARC prior to installation.

**3.11 Ornaments, Holiday:**

Exterior holiday decorations are permitted. The design and quality of the decorations shall be in good taste, and the ARC, in its sole discretion, has the right to determine if such are in good taste. Exterior decorations may be put up twenty (20) days prior to the holiday and must be removed within ten (10) days after the holiday, with the exception of Christmas/New Year; exterior decorations may be present between Thanksgiving Day and January 31<sup>st</sup> of the holiday season. Holiday decorations should not cause light glare to neighbors or other safety hazards related to vehicular or pedestrian traffic.

**3.12 Painting:**

When changing the color of the exterior of the house ARC approval must be received. When painting a house the homeowner may use any complete color scheme that is consistent with homes in the same phase, however, the color scheme cannot be the same as the one used on the home of the adjoining lot. When submitting for a house color change, indicate the brand of paint, color name and ID number.

**Property walls visible from the street, common area or neighboring properties must remain the same color as originally provided by the developer. Provided, however, the ARC may give approval for a color change on a case-by-case basis. Approvals must be given prior to any repainting.**

**3.13 Patio Covers:**

Patio posts must be a minimum of fifteen (15) feet from the rear property line. Overhangs are three (3) feet maximum and must be a minimum of twelve (12) feet from the property line. A patio cover with solid cover must have a standard pitch of 1/8 inch per foot. Any greater pitch will be considered on a case-by-case basis and may require a tiled roof to match the residence. Sun decks over a patio cover are not permitted, and patio covers cannot be enclosed. Patio cover colors must be white, tan or ivory. Fabric or other materials are not allowed as patio cover roofs.

**Provide the following with your Home Improvement Application:**

1. Location of the patio unit in relation to the applicant's residence and property lines on a plot plan
2. Dimensions
3. Material (structure and roof)
4. Color of structure and roof
5. Elevation drawing (height, width and length)

**3.14 Rain Gutters/Down Spouts:**

Seamless aluminum gutters and down spouts are to be used. Prior to installation, homeowners are required to submit a plan, as well as a catalogue cut showing the design and color, to the ARC. Color of the gutters and down spouts must match the trim/stucco color of the house. If unable to match the color then the color must be compatible.

Run-off must be directed towards the street and must not affect adjacent properties.

**3.15 Screen/Security Doors:**

Homeowners must submit a written request and catalogue cut with color choice for approval from the ARC prior to installation of requested screen. Appearance and finish color must match the color of the original windows and/or doors. Any proposed variance from the forgoing will be considered on a case-by-case basis.

Only security screens will be considered for approval on front entry doors.

**3.16 Security Bars:**

Security Bars are not permitted.

**3.17 Setbacks:**

**The following setbacks must be applied to all installations:**

- Front of residence:** 20 feet minimum from curb property marker.
- Side Yard:** 5 feet minimum from structure to property line.
- Side Yard Corner Lot:** 10 feet minimum from Structure to Property line.
- Rear Yard:** 15 feet minimum from structure to property line.
- Pool Water Line:** 3 feet minimum to property line.

**3.18 Shutters:**

Exterior mounted shutters are NOT permitted, except as provided by the Developer as decoration only.

**3.19 Side Easements:**

Easements on the side of corner Lots are the responsibility of the individual Owner of the property immediately adjacent to the easement. Easements must, at minimum, have ground cover (i.e. Mulch, landscape rock, plant material) so that no bare dirt is visible. Requests for improvement and/or alterations to the easement must be submitted and approved by the ARC prior to installation. Any plant material in a homeowner maintained easement must be perennial (no annual plants or ground cover will be allowed). Easements must be maintained on a regular basis, including (but not limited to) regular watering, pruning, and weed removal.

**3.20 Signage:**

For Sale/Lease Signs: One "For Sale" or "For Lease" sign per residence will be permitted within the Community when located wholly within the lot being advertised for sale or lease. One "Open House" sign is allowed on the property of the house having the showing during the hours of open house. Signs are limited to a maximum area of six (6) square feet in size.

Identification Signs: Owner identification signs must be approved by the ARC, and must conform to the below requirements;

1. Only one per lot.
2. Must be compatible with the area, owners house and landscaping.
3. Owner must specify type of materials used, sign dimensions, color, and the exact proposed location.

Security Signs: Residents are permitted to post a sign from a security company providing security to such residence. Sign may be posted near entry or in a window of the home but should not exceed one square foot in size.

No other signs which are visible from the neighboring property shall be erected on any lot, unless authorized and expressly approved by the ARC, this includes contractor signs.

Except for Association or Developer displays, there shall be no other displays whatsoever on Association common areas.

**3.21 Solar Energy Systems:**

Each Owner may install a solar energy system on his/her Lot which serves his/her Dwelling Unit, so long as (a) the design and location of the solar energy system meets the requirements of all applicable governmental ordinances and the applicable Local Governmental Agencies, and (b) said design and location receive the prior written approval of the ARC.

**3.22 Statuary and Fountains:**

All statuary and fountains require architectural approval prior to installation. For front yards, no more than two (2) statues or artifacts (not including potted plants) shall be approved. Height of statuary will be limited to twenty-four (24) inches with the exceptions to be determined at the sole discretion of the ARC, based on its being consistent with the character of the Community. Colors of statuary should be compatible with the colors of the home. Living statuary, i.e. topiary plants will not be approved as a front yard element.

Fountains will be limited to a height of five (5) feet from the original lot grade; diameter and width of approved fountains will be determined on a case by case basis by the ARC. Proposed fountains must be submitted with the location, dimensions and a picture or diagram including the intended appearance, material and color of the proposed fountain.

**3.23 storage/sheds:**

All storage of items not used regularly and/or storage sheds are to be located in rear or side yards behind a solid wall or fence. Sheds must be built either on a concrete or wood slab and must be anchored to the ground or home. Sheds located adjacent to a fence must meet the five (5) foot setback and must not exceed the height of the fence and/or be visible from the Association's Common area. Any sheds attached to the home must be either the same color as the house, white or beige and the roof color must match the roof color of the home or trim color. Approved material for sheds is: wood, Alum-A-Wood or plastic.

Stand-alone sheds visible from the street/neighbor's view must blend with color scheme of the home.

Trees or shrubs may be recommended to mediate the visual impact of the shed.

**3.24 Walls:**

No alterations, changes or additions shall be allowed to walls provided by the developer for any residence without prior written approval from the ARC. Walls installed in the front of the home shall not exceed 36 inches in height. Columns installed in the front of the home shall not exceed 42 inches in height.

**3.25 Wall Extensions:**

Wall extensions will be considered on a case-by-case basis, depending on the location as it relates to the adjacent neighbor and how well it complements the

aesthetics of the area. Wall extensions must be of the same material and color as the wall originally provided by the developer, or as approved by the ARC. Wall extensions can never be higher than the existing walls.

### **3.26 Wall Waterproofing:**

All walls must be waterproofed with “Thoroseal” or its equivalent when soil is mounded against wall above the original grade as a landscaping feature. The same requirement applies when raised planters are constructed against walls. Waterproofing will reduce efflorescence or mineral discoloration caused by landscape irrigation water.

### **3.27 Waterfalls and Decorative Ponds:**

Proposed waterfalls, spas, and decorative ponds must be submitted with the location, dimensions, and picture or diagram including the intended appearance, material and color. A piping diagram of the re-circulation system and drainage method must be included. Proposed waterfalls and ponds shall not be constructed on a property line, or attached to any common wall or fence.

Waterfall and ponds will generally be limited to a maximum height of three (3) feet from the original grade. Additional height may be considered at the sole discretion of the ARC, if they agree that the location of the waterfall or pond will have a minimum visual impact. In no event can a waterfall be higher than five (5) feet.

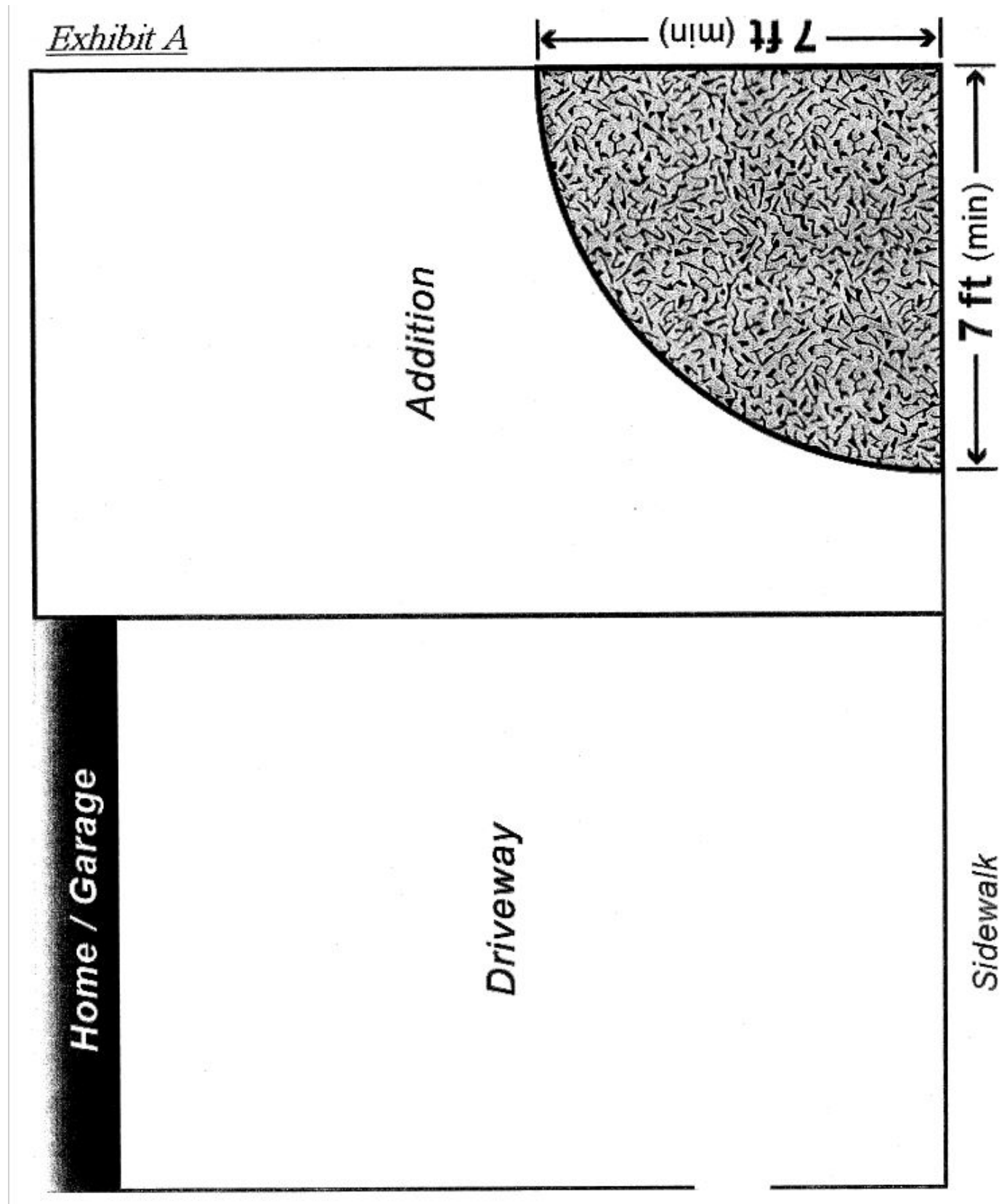
### **3.28 Xeriscape:**

By definition, Xeriscape is “an environmentally friendly form of landscaping that uses a variety of indigenous and drought tolerant plants, shrubs, and ground cover.”

Hardscape materials such as, but not limited to, concrete, brick, pavers, flagstone, and other solid surfaces shall be less than 50% of the front yard area (not including the driveway at its original width). The ARC may consider hardscape in the front yard area that exceeds 50% when special circumstances warrant the exception. Consequently, landscape, softscape, and/or Xeriscape shall not be less than 50% of the front yard area. Landscape, softscape, and/or Xeriscape includes, but is not limited to, grass, plants, trees, loose rock and/or gravel, mulch, and bark.

If an Owner chooses to remove all softscape from their front yard and use loose gravel and/or rock as a ground cover, the Owner **MUST** create a design element in the front yard using various size and color rocks. Additionally, a minimum of one (1) plant is required for every twenty (20) square feet of front yard space. To comply with this requirement, it is recommended that the Owner cluster the plants in a planter or in a design element within the yard.

**EXHIBIT A - Driveway Addition Example**



#### **IV General Conditions**

- A. An oversight of a Covenant, Condition or Restriction, or an ARC policy does not constitute waiver of that rule and therefore, must be corrected upon notice.
- B. Streets may not be obstructed with objects and building materials that are hazardous to pedestrians, vehicles, etc. Items such as, but not limited to, dumpsters, sand and building materials may not be stored on streets, sidewalks, or Common Properties.
- C. Any damage to Victoria Grove Maintenance Association Properties will be replaced or repaired by a Victoria Grove subcontractor. All applicable charges for restoration will be charged back to the responsible Owner and is due and payable within thirty (30) days from notification or assessment of penalties.
- D. Approval of plans is not authorization to proceed with Improvements on any Property other than the Lot owned by the Applicant.



**EXHIBIT B – Home Improvement Form**  
**VICTORIA GROVE MAINTENANCE ASSOCIATION**  
**HOME IMPROVEMENT FORM**

VICTORIA GROVE MAINTENANCE ASSOCIATION  
c/o Encore Property Management  
526 Queensland Circle, Corona, CA 92879  
P.O. Box 1117, Corona, CA 92878-1117  
(951) 279-3934

Unit #: \_\_\_\_\_  
Lot: \_\_\_\_\_ Tract: \_\_\_\_\_  
Close of Escrow: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

X \_\_\_\_\_  
Homeowner's Signature

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

**SUBMITTAL CHECK LIST:** (Please include the following)

- \_\_\_\_\_ Home Improvement Form (Exhibit B).
- \_\_\_\_\_ Facing, Adjacent and Impacted Neighbor Statement (Exhibit C).
- \_\_\_\_\_ 3 Sets of Drawings – Should include details of size, design, color and materials. Location of drains must be included on drawings. Name of plants should include the common name and not Latin names. Please fold plans to 8 1/2" x 11".

**PROJECTS BEING SUBMITTED:** (Please check appropriate items)

**ARCHITECTURAL**

- \_\_\_\_\_ Awnings
- \_\_\_\_\_ Deck (wood)
- \_\_\_\_\_ Gazebo
- \_\_\_\_\_ Green House
- \_\_\_\_\_ Patio Cover
- \_\_\_\_\_ Painting
- \_\_\_\_\_ Rain Gutters
- \_\_\_\_\_ Solarium
- \_\_\_\_\_ Addition/Extension

**LANDSCAPE/HARDSCAPE**

- \_\_\_\_\_ Landscape
  - \_\_\_\_\_ Front
  - \_\_\_\_\_ Rear
  - \_\_\_\_\_ Trees (type & location)
- \_\_\_\_\_ Hardscape Only
- \_\_\_\_\_ Fence(s)/Walls
  - \_\_\_\_\_ Front
  - \_\_\_\_\_ Side
  - \_\_\_\_\_ Rear
  - \_\_\_\_\_ Retaining
  - \_\_\_\_\_ Drains

**EQUIPMENT**

- \_\_\_\_\_ Air Conditioner
- \_\_\_\_\_ Built-in Barbeque
- \_\_\_\_\_ Lighting
- \_\_\_\_\_ Pool & Equipment
- \_\_\_\_\_ Spa & Equipment
- \_\_\_\_\_ Swing Set/Playhouse
- \_\_\_\_\_ Waterfall/Fountain

OTHER: \_\_\_\_\_

**DO NOT WRITE BELOW THIS LINE (For Committee Use Only)**

The Architectural Committee has determined that the above submittal is:

APPROVED       APPROVED WITH CONDITIONS       DISAPPROVED AS SUBMITTED

- ( ) See Notes on plans.
- ( ) Pool and/or spa must be setback a minimum of 5' from all property lines.
- ( ) Sound baffle to be installed around entire pool/spa equipment.
- ( ) Core through curb for drainage.
- ( ) Add root barriers to all fence line trees & maintain a minimum 5' set back from property line.
- ( ) Maintain existing drainage pattern or provide alternative drainage method.
- ( ) Resubmit patio cover with additional dimensions and elevation.
- ( ) Do not pour concrete against existing fence.
- ( ) No raised planters against existing walls (No more than 12 inches of soil to be retained)
- ( ) Submit originally reviewed plans with revised drawings.
- ( ) All lighting must be low wattage.
- ( ) All new roofing material and angles must conform to existing.
- ( ) \_\_\_\_\_ Must be painted to match existing stucco or fascia trim.
- ( ) Resubmit with more details for \_\_\_\_\_.
- (X) Homeowner's responsibility to obtain applicable permits.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VICTORIA GROVE MAINTENANCE ASSOCIATION ARCHITECTURAL REVIEW COMMITTEE**

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

## **V Neighbor Notification**

It is the intent of the ARC to consult neighbors on any Improvements which may impact their use and enjoyment of their property. Neighbor approval or disapproval of a particular Improvement shall only be advisory and shall not be binding in any way on the ARC's decision.

A. Definitions: Facing Neighbor, Adjacent Neighbor, and Impacted Neighbor.

**Facing Neighbor:** Means the three (3) Lots directly across the street.

**Adjacent Neighbor:** Means all Lots with adjoining property lines to the Lot in question.

**Impacted Neighbor:** Means all Lots immediately surrounding the area which would be affected by the construction of any Improvement.

B. Improvement Requiring Notification:

Any exterior Improvements that may impact the neighbors in the community.

C. Statement:

The Facing, Adjacent and Impacted Neighbor Statement (Exhibit "C") must be provided to the ARC to verify the neighbors have been notified about the proposed Improvements.

**EXHIBIT C – Facing, Adjacent & Impacted Neighbor Notification Statement**

**VICTORIA GROVE MAINTENANCE ASSOCIATION  
 FACING, ADJACENT AND IMPACTED NEIGHBOR NOTIFICATION STATEMENT**

**The attached plans were made available to the following neighbors for review:**

Impacted Neighbor	
Address	
Print Name	
Signature	Date

Impacted Neighbor	
Address	
Print Name	
Signature	Date

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Adjacent Neighbor	
Address	
Print Name	
Signature	Date



Adjacent Neighbor	
Address	
Print Name	
Signature	Date

--

Facing Neighbor	
Address	
Print Name	
Signature	Date

Facing Neighbor	
Address	
Print Name	
Signature	Date

Facing Neighbor	
Address	
Print Name	
Signature	Date

My neighbors have seen the plans I am submitting for Architectural Committee approval (see above verification). If any neighbor has a concern, they should contact Encore Property Management in writing. Please note that neighbor objections do not in themselves cause denial of the plans but the ARC may consider these concerns.

**SUBMITTED BY:**

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

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

**EXHIBIT D – Notice of Completion**  
**VICTORIA GROVE MAINTENANCE ASSOCIATION**  
**NOTICE OF COMPLETION**

Notice is hereby given that:

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

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(Street & Number)

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(City)

The work of Improvement on the described property was COMPLETED on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ in accordance with the Architectural Review Committee's written approval of the above Owner's plans and submitted package.

Signature of Owner(s):

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Signature

Date

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Signature

Date

## **VI ENFORCEMENT POLICY**

- A. Any violation that is an alleged violation of the Management Documents and Architectural Guidelines of the Association will be processed according to the procedures outlined herein.
  
- B. In the event one or more Members of the Master Association or Board of Directors file a Violation Report (Exhibit E) the Board would act as follows:
  - 1. Send a letter to the Owner stating the alleged violation and date needed to cure said violation.
  
  - 2. Upon expiration of the cure date, if the violation still exists, a second letter will be sent stating that the failure to abide by Master Association Architectural Guidelines has imposed a hardship on the Master Association and the Owner will be asked to attend a hearing with the Board of Directors.
  
  - 3. 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 Master Association's documents, the Board will either (a) seek remedy by use of alternative dispute resolution such as mediation or arbitration; (b) levy a Special Assessment; (c) suspend or condition the respondent's right to use any recreation facilities the Master Association owns, operates or maintains; (d) suspend the respondent's voting privileges as a Member; (e) enter upon a Lot to perform maintenance which is the responsibility of the respondent; (f) record a notice of noncompliance; or (g) a combination thereof.
  
  - 4. If the decision is to pursue a monetary fine system, the Victoria Grove Fine Schedule will apply.

Note: A violation is defined as an act in conflict with the CC&R's, Bylaws and Architectural Guidelines of the Master Association.

**EXHIBIT E – Rules & Violation Report**  
**VICTORIA GROVE MAINTENANCE ASSOCIATION**  
**RULES AND VIOLATION REPORT**

There must be two Owners representing two separate Lots of the Master Association to pursue violations that cannot be viewed during an inspection of the community (i.e., barking dog, noise nuisance, garage storage, etc.). 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 Master Association's legal documents.

**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: \_\_\_\_\_  
(Alleged Violators Name)

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

Phone: \_\_\_\_\_  
(if known)

**Description of alleged violation:**

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Dates and times alleged violation occurs? \_\_\_\_\_

How often does the alleged violation occur? \_\_\_\_\_

## **VII ARCHITECTURAL FINE SCHEDULE**

- A. A letter will be sent to the Owner stating the alleged violation.
- B. A second letter will be sent to the Owner stating the alleged violation continues and this letter will request the Owner appear before the Board.
- C. If the result of the hearing is a monetary fine, a fine of \$1,000 will be applied to the Owner's account.
- D. 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.
- E. 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 Master Association.

**NOTE:** Should a violation occur which imposes a financial obligation on the Master Association, the party responsible for said violation shall reimburse, by way of a Special Assessment, the Master Association for this financial obligation. If, for example, a party damages a fence, tree or any other Common Property, repair and replacement costs will be charged to that party.

## **VIII PROCEDURE FOR HOMEOWNER HEARING**

- A. Introduction and hearing session procedures.
- B. Statement of alleged violation by acting chairperson.
- C. Invitee's statement and presentation of oral or written evidence.
- D. Review of CC&R requirements, Bylaws, and Rules and Regulations of the Association.
- E. Discussion and questioning of the invitee by the Board.
- F. Questions and final statement by invitee.
- G. Homeowner is thanked for coming and told that they will be notified of the Board's decision within ten (10) business days.
- H. Board ruling will be held in Executive Session.
- I. Enforcement procedures as applicable.
- J. Adjournment.

## DOCUMENTATION

Name of Invitee: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Nature of Alleged Violation:

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Board Ruling:

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Additional Comments:

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



**DISCLAIMER**

**THE MATERIAL CONTAINED WITHIN THIS PACKET IS NOT INTENDED TO BE SUBSTITUTED FOR THE SERVICES OF AN ATTORNEY. THE LAW AND ITS INTERPRETATION ARE CONSTANTLY CHANGING.**

**PLEASE CONSULT YOUR PROFESSIONAL ADVISOR REGARDING YOUR INVOLVEMENT IN A MATER ASSOCIATION.**