

# **WINDSOR BRIXTON RULES AND REGULATIONS**

1. **Introduction.** Windsor Brixton ("**Community**") is a residential community that will contain 127 single family homes. Because community living relies on the mutual cooperation of all to be successful, Windsor Brixton Homeowners Association ("**Association**") created these rules and regulations ("**Rules and Regulations**"). Inside you'll find practical rules, regulations and guidelines that are intended to help foster a harmonious, enjoyable and safe environment for all residents of the Community. These Rules and Regulations contain basic guidelines that, if observed, help ensure that the grounds of the Community remain in good condition and that neighbors treat each other with respect and consideration.

These Rules and Regulations are subject to the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Windsor Brixton ("**Declaration**"), Articles of Incorporation of Windsor Brixton Homeowners Association ("**Articles**") and Bylaws of Windsor Brixton Homeowners Association ("**Bylaws**") (collectively the "**Governing Documents**"). The Board has the power to revise these rules, regulations, and any guidelines, policies and procedures set forth in these Rules and Regulations from time to time. If you would like to contribute suggestions for these Rules and Regulations, please submit them to the Management Company for consideration by the Board.

The Board has adopted these Rules and Regulations in addition to the provisions of the Declaration and the Bylaws. In the event of any conflict between these Rules and Regulations and the Declaration, or Bylaws, the provisions of the Declaration or Bylaws (whichever applies) shall prevail.

These Rules and Regulations constitute the "**Association Rules**" contemplated by the Declaration. All Owners, residents and their guests are required to follow these Rules and Regulations for the good of the Community and the well-being of its residents. Please read these Rules and Regulations carefully, and be sure your family, guests and tenants fully understand and follow the rules, regulations and guidelines set forth below. If you have questions, please contact the Management Company.

As you read through these Rules and Regulations, you will encounter initially capitalized terms. Except as otherwise defined in these Rules and Regulations or as the context otherwise requires, these initially capitalized terms have the same meanings given them in the Declaration.

2. **Association.** The Association establishes and enforces these Rules and Regulations and the other Governing Documents, manages the financial affairs of the Association, and oversees the operation and maintenance of certain areas within the Community described as "Association Property" in the Declaration. Those areas generally consist of areas and facilities within the Community for the common use and benefit of the Owners within the Community and the Association Maintenance Areas generally consist of either portions of the Lots or areas outside of the Community which the Association maintains. In each of these areas, a professional management company ("**Management Company**") assists the Association, the Board of Directors and various Board appointed committees with day-to-day Association matters such as collecting assessments, keeping the Association's books and records, sending meeting notices, investigating complaints, sending courtesy notices and violation notices to Owners, providing the Board with contract bids and advice, communicating with Owners and preparing and sending the annual disclosure packages to Owners. The Management Company designated by your Board of Directors is:

Windsor Brixton HOA  
c/o Avalon Management  
31608 Railroad Canyon Road  
Canyon Lake, CA 92587  
Phone: (951) 244-0048  
Email: Windsor@Avalonweb.com

The Board governs the Association, and meets regularly to make decisions pertaining to those matters for which the Association is responsible. Owners will be notified of the date, time and location of all meetings of the Members and the Board. If you are interested in becoming involved in the Association, please contact the Management Company.

Residents of the Community are encouraged to work together to build a harmonious community. If any disputes between individual Owners should arise, the parties are encouraged to try to resolve them on their own.

To report problems related to the Community, please contact the Management Company.

**3. Communication and Voluntary Cooperation.** To facilitate harmony within the Community, all residents, tenants and their guests must comply with the rules and guidelines set forth in these Rules and Regulations and the Governing Documents. If you believe that a rule or restriction is unfair, you may bring it to the Board's attention, run for the Board, or participate on a committee, etc.

The Association welcomes communication from its Members. Please feel free to call or write to the Management Company (the Association's liaison) to discuss any questions or issues.

**4. Maintenance and Inspection Obligations.** Both Owners and the Association have maintenance and inspection obligations. Owners should consult the Declaration, the Homeowners Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations for specific maintenance requirements. As set forth in the Declaration, a portion of the Owners' maintenance and inspection obligations require Owners to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Lots.

Similarly, specific maintenance and inspection requirements for the Association are set forth in the Association Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations. The Association is also required to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Association Property the Association Maintenance Areas and other areas as specified in the Declaration.

**5. Severability.** If any of the provisions of these Rules and Regulations are held to be invalid, the remainder of the provisions shall remain in full force and effect.

**6. Enforcement of Governing Documents.** If there is a violation of the Association's Governing Documents, including these Rules and Regulations, then a Member may submit a Violation Complaint Report to the Management Company, a copy of which is attached to these Rules and Regulations and incorporated herein. No Member complaint can be acted upon by the Board unless there is supporting documentation, i.e., the written complaint. In an emergency situation or under extenuating circumstances, however, the Management Company, in its sole discretion, may choose to act on a complaint that is not in writing, and create its own written record of the situation.

**7. General Rules for Association Property.** The following are general guidelines you, your tenants and guests must observe within the Community:

**7.1 Damage Caused by Owner.** In addition to any fine payable by the damaging Owner, Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to Association Property and Association Maintenance Areas in accordance with the Declaration, if it is determined that the damage was caused by the Owner, its lessees, guests, employees or contractors. The Board reserves the right, under the terms of the Declaration, to deny use of any Association facility to any Member or its guests and tenants at any time.

**7.2 No Obstruction.** Obstruction of the Association Property or Association Maintenance Areas, throughout the Community is not permitted. No one may store anything in the Association Property. The Association will not be responsible for any damage to, or loss of, any personal property left in any Association Property or Association Maintenance Area.

**7.3 Outside Drying or Laundering.** No exterior clothesline shall be erected or maintained or hung within any Lot (excluding the Residence), except that backyards may be used for clotheslines or drying racks provided that such laundering apparatuses are not visible at street level from outside of the Lot. There shall be no exterior drying or laundering of clothes, towels or any other items on Association Property or Association Maintenance Areas .

**8. Conduct Affecting Insurance.** Please refer to Article 10 of the Declaration for additional information regarding insurance requirements. If you have further questions, please contact the Management Company. An Owner who is responsible for an increase in the rate of insurance on the Association Property shall be personally liable to the Association for the cost of the additional insurance premiums.

## 9. Use Restrictions

**9.1 Residential Use.** The Lots shall be used for residential purposes only. For home occupation and commercial use restrictions, please refer to Sections 2.2 and 2.3 of the Declaration.

**9.2 Alarms.** Any alarm installed in a Residence shall be the type of alarm that is monitored by a certified alarm company.

**9.3 Sports Apparatus.** No basketball standard or fixed sports apparatus shall be attached to any Residence unless it is approved pursuant to Article 8 of the Declaration. Portable basketball apparatus are permitted so long as they are moved in the interior of the garage by 9:00 p.m. No portable basketball apparatus or skate board ramps are permitted within the Association Property,

## 10. Animals

**10.1 Governmental Regulations.** Please refer to Article 2 of the Declaration for more information regarding animal restrictions. Owners must comply with the laws and regulations of the City of Menifee, California ("**City**") and the County of Riverside, California ("**County**") regarding control and health of pets. All dogs shall have a current license and all dogs and cats shall have an identification tag. Loose, unattended dogs, cats or other animals without an identification tag may be reported to the local Animal Control for pickup.

**10.2 Number and Types of Animals.** Section 2.1 of the Declaration contains provisions regarding the number and types of animals that may be kept in the Community.

**10.3 Pets in the Association Property.** Dogs are allowed in the Association Property, only if they are at all times on a leash. Pets must be under the owner's control when outside of the Lot or fenced yard. Pet owners are responsible for any damage to person or property caused by their pets.

**10.4 Cleaning Up After Your Pet.** Fecal waste deposits made by pets on any Association Property must be promptly cleaned up by the owner of the pet. Waste must be put in a tightly sealed plastic bag before disposal. The pet owner, at his or her sole cost and expense, shall repair any damage caused by the owner's pet, including without limitation damage to landscaping, stained stucco, and claw marks on Association Property or the Association Maintenance Area improvements.

**10.5 Disturbance from Pets.** Unreasonable and/or continuously barking dogs left in a yard are not permitted. Any pet that makes noise disturbing to a neighbor must be confined within its owner's Residence in a place from which such noise cannot be overheard. Residents who are disturbed by an animal are urged to first contact their neighbor and if unsuccessful, to contact the Association in writing with a formal complaint and contact the Animal Services Department at the Animal Friends of the Valley in Wildomar, California at (951)-674-0618.

**10.6 Liability.** Each person bringing or keeping a pet within the Community shall be fully liable to other residents and their guests for any damage to persons or property caused by any pet brought upon or kept within the Community by such person or by members of his/her family or guests. If, after notice and a hearing, the Board finds that a pet is dangerous or creates a nuisance, the Board may require the pet to be removed from the Community within 7 days.

**10.7 Outdoor Animal Structures.** Outdoor structures for the housing or confinement of any bird or other animal require design review approval in accordance with the process described in the Design Guidelines.

**10.8 Human Assistance Animals.** Human assistance animals, e.g., seeing eye dogs, are exempt from rules that interfere with their duties. Notice of any exemption claimed by a resident should be sent in writing to the Board in a timely manner.

## 11. Garages and Parking and Vehicle Regulations

**11.1 Declaration Parking Restrictions.** Section 2.8 of the Declaration includes vehicle, garage and parking restrictions.

**11.2 Garages.** Garages must be maintained to house the number of motor vehicles owned by the Owner to its fullest extent possible. Garages shall not be converted for storage, living or recreational activities. No garage space shall be used for non-parking activities (including storage of motorcycles and bicycles) if it will result in the Owner or Occupant using the driveway or open parking space instead of the garage. Except for conversion by Declarant prior to the conveyance of a Lot by Declarant, garages shall be used for parking vehicles only. Each Owner and the Owner's Occupants, to the extent such Owner or Owner's Occupant has automobiles in the Property, are required to park such automobiles in the garage, and in the appropriate length driveway as a secondary location. Garage doors are to be kept closed except when vehicles are entering or exiting the garage. See Section 2.8.5 of the Declaration for further garage use restrictions.

**11.3 Vehicle Maintenance.** No repairs, restorations, or any mechanical maintenance of any motorized vehicle, boat, trailer, or other vehicle or equipment shall be conducted within the Community, with the exception of minor or emergency automobile repairs. All Authorized Vehicles and motorcycles within the Community must be operable and possess a current license and registration.

**11.4 Noise.** No one shall race engines, honk horns, spin wheels, permit engines to idle excessively or otherwise create unnecessary noise with motor vehicles or their sound and automotive speaker equipment. All motor vehicles must have adequate muffler and exhaust systems.

**11.5 Prohibited Vehicles.** Section 2.8.2 of the Declaration further restricts certain "commercial vehicles." Prohibited vehicles are not permitted in the Community, except for brief periods for loading, unloading, making deliveries or emergency repairs. Please review these provisions of the Declaration.

**11.6 Recreational Vehicles.** Motor homes and recreational vehicles (including, without limitation, any camper unit, trailer, boat or other reasonably similar vehicle) shall be classified as Authorized Vehicles provided such vehicle is parked alongside or in the rear of the Owner's Lot and is behind a closed gate and reasonably screened from the view of all other Lots.

**11.7 Car Alarms.** Should a car alarm continue to go off, the Management Company or the Association may, at the Owner's expense, hire a locksmith and take whatever action is necessary to stop the noise. Vehicle alarms that do not automatically go off after an interval are not allowed. The arming and/or disarming of vehicle security alarms and other security devices shall not disturb residents of the Community.

**12. Nuisances.** As provided in Section 2.23 of the Declaration, nothing shall be done on or within the Community that may be or may become a nuisance to the residents of the Community.

### **13. Holiday Decorations**

**13.1 Acceptable Timeframe.** The acceptable timeframe for winter holiday decorations is from the day after Thanksgiving until January 10th. All other decorations must be displayed no more than 20 days prior to the day of the holiday, and must be removed within 10 days after the holiday.

**13.2 Location.** No Owner may place holiday decorations within the Association Property, except for the Association.

**13.3 Lights.** All holiday lighting must have a "UL" or comparable rating. Outdoor lights must be designed for outdoor use. Please ensure that lights do not disturb other Owners.

**14. Rental of Lots.** Subject to the restrictions in the Declaration, and Applicable Laws, an Owner shall be entitled to rent the Owner's Lot for a term of not less than 30 days. The Owner is responsible for all actions of the lessee and subject to the following guidelines:

**14.1 Management Company Notification.** All Owners who rent their Residence are required to submit a completed Tenant Registration Form to the Management Company in accordance with California Civil Code Section 4740 prior to the tenant(s) occupancy. A copy of the Tenant Registration Form is attached to these Rules and Regulations.

**14.2 Written Lease or Rental Agreement.** Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and shall provide that any failure to comply

with any provision of the Governing Documents shall be a default under the terms of the lease agreement. Upon request by the Association, a copy of any lease agreement shall be provided to the Association prior to the tenant's occupancy. Sections 2.4 and 2.5 of the Declaration contain provisions regarding rental of Residences.

**14.3 Compliance with Governing Documents.** A copy of the Governing Documents, including these Rules and Regulations and the Design Guidelines shall be provided by the Owner to each tenant or lessee prior to the lessee's occupancy. The leasing Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of the Governing Documents pursuant to the occupancy and use of the Lot.

**14.4 Association Amenities.** Use privileges for amenities and Association Property transfer to the lessee or tenant. An Owner shall have no personal use privileges upon leasing their Residence.

**14.5 Assessments and Voting Rights.** A lessee shall have no obligation to the Association to pay assessments imposed by the Association nor shall any lessee have any voting rights in the Association.

**15. Signs.** Owners displaying signs within the Community are subject to the restrictions set forth in the Declaration and the Design Guidelines and any current applicable governmental regulations, statutes and laws.

**16. Landscaping**

**16.1** Except for those portions of the Lot that are landscaped by the Declarant, if any, each Owner of a Lot must install the Improvements and landscaping shown on such Owner's approved landscape plan by the date which is no later than 6 months after the conveyance of the Lot by Declarant to an Owner for the rear yard in accordance with the provisions of Section 2.18 and Article 8 of the Declaration and the Design Guidelines. If such plan is disapproved, a revised plan(s) must be submitted not more than 15 days after such disapproval, until a plan has been approved in accordance with the provisions of Article 8 of the Declaration. Owners are not permitted to install any landscaping which interferes with the established drainage pattern over the Community. Owners must also comply with the landscaping restrictions set forth in Section 2.18 of the Declaration regarding installation of landscaping and other Improvements.

**17. Trash Disposal.** Trash, garbage or other waste must be kept only in approved sanitary, properly closed containers. No trash or debris is to be left in any area that is visible to others, such as walkways, Association Property or Association Maintenance Areas . except when trash cans are set out in the street for trash collection. The Owners shall comply with the City waste and recycling program for the Community. No Owner shall permit or cause any trash or refuse to be kept on any portion of the Community other than in the receptacles customarily used for it, which shall be stored within garages or behind a fence or wall in a side yard, except on the scheduled day for trash pickup. On scheduled trash pickup days, containers and/or bulky items shall be placed in the street in front of or adjacent to the Owner's residence. Containers shall be placed in designated areas no earlier than 6:00 p.m. on the day before trash pickup is scheduled. Containers must be returned to garages/placed out of sight by 11:00 p.m. on the day trash pickup is scheduled. Owners shall be subject to fines imposed by the Association for failing to comply with guidelines regulating the times during which containers may be placed in designated areas.

**18. Noise Control.** The homes within the Community have been designed to encourage indoor/outdoor living, and as such it is anticipated that residents may generate noise while utilizing their outdoor spaces which will be heard by other homes within the Community. Residents, while encouraged to enjoy this aspect of their homes should also be considerate of the impacts from noise they are generating on other residents within the Community, by keeping noise levels to a reasonable level. Residents shall not violate the City noise ordinance, if any. If a resident experiences excessive noise from a neighbor, residents should contact the neighbor and if needed, should contact the Riverside County Sheriff's Department. A resident may also complete a Violation Complaint Report regarding the excessive noise and submit it to the Management Company.

**19. Sidyard Easement Areas.** Article 3 of the Declaration sets forth various use restrictions that limit the use of the Sidyard Easement Areas appurtenant to certain Residences.

**20. Community Guidelines Basics.** Always be considerate of your neighbors. The intent of the Association is to operate, manage and maintain the value of the Community for the enjoyment of all.

Remember that if you want to make any modifications or changes to your Lot, you must contact the Management Company for Design Guidelines and the application forms that must be submitted to the Board (or the Design Review Committee if one has been formed) and written approval obtained before undertaking any modifications.

**21. Procedures for Enforcement of the Governing Documents.** The Board is authorized to impose monetary penalties and to temporarily suspend certain membership privileges and impose other appropriate discipline for failure to comply with the Declaration, Bylaws, Rules and Regulations or Design Guidelines. Enforcement of the Governing Documents depends on the participation and cooperation of all Owners, lessees and guests of the Owners.

### **21.1 Reporting of Violations**

**21.1.1 Reporting Violations.** Violations may come to the attention of the Association through written complaints by Owners or through visual observations by one or more Board members or by the Management Company.

**21.1.2 Written Complaints.** All complaints must be submitted on the Violation Complaint Report form attached to these Rules and Regulations and submitted to the Board of Directors, in care of the Management Company, with the complainant's name, address and telephone number, in order for action to be taken regarding an alleged violation. Each complaint must cite the name, date, time and nature of the violation and provide a factual statement supporting the charges of the alleged violation.

**21.1.3 Confidentiality.** Complaints will be held in confidence to the extent permissible by law; however, if requested by the Board, it is the responsibility of the person filing the complaint to appear before the Board of Directors to be heard regarding the alleged violation.

### **21.2 Violation Notification**

**21.2.1 Courtesy Notice.** Upon observation of a violation or receipt of a written complaint, the Board may direct the Management Company to send a violation letter. The Management Company may send a written "friendly reminder" ("**Courtesy Notice**") to the offending Owner of record at the address appearing in the records of the Association and, if the Residence is rented, to the tenant. The Courtesy Notice will describe the general nature of the alleged violation and request correction of the violation by a stated date. The Association is not obligated to provide a Courtesy Notice to the Owner or his tenant.

**21.2.2 Violation Notice and Notice of Hearing.** Upon observation of a violation or receipt of a written complaint, the Board may direct the Management Company to send a formal written notice of hearing to the Owner scheduling a Board hearing on the violation and advising the Owner that monetary fines and penalties may be imposed ("**Notice of Hearing**"). The Notice of Hearing shall be delivered personally or mailed by first class mail, certified or registered mail, return receipt requested, to the offending Owner at the last known address listed, and to the tenant at the tenant's address within the Community, at least 10 days before the proposed date of hearing on the alleged violation. The notice shall contain the following:

- (a) an explanation in clear and concise terms of the nature of the alleged violation;
- (b) a reference to the provision(s) of the Governing Documents which the Member is alleged to have violated; and
- (c) the date, time and place of the hearing.

The Notice of Hearing may also include the amount of any monetary penalties which may be imposed at the hearing if the violation is not corrected, and the amount of any additional monetary penalties which may be imposed at the hearing for the continuation and/or repetition of the violation and shall include a description of other penalties which may be imposed, including, without limitation, the membership rights which may be suspended by Board decision at the hearing.

## **21.3 Hearing Procedures**

**21.3.1 Violation Hearing.** If the violation is not corrected before the scheduled hearing, the Board will hold a hearing on the date and at the time and place set forth in the Notice of Hearing (“**Hearing**”). The Hearing will be held regardless of whether the Owner attends the Hearing, and an appropriate monetary fine and other penalties may be imposed, including, without limitation, the suspension of membership rights in accordance with the Governing Documents. Any determination made by the Board is binding notwithstanding the absence of the Owner.

**21.3.2 Owner’s Participation at the Hearing.** At the Hearing, the Owner will be given an opportunity to present facts and/or arguments disputing the alleged violation and/or against the imposition of any penalty or disciplinary action. If the Owner cannot attend the Hearing, he or she may submit a written statement and any supporting information to the Association. At the Hearing, the Owner will be given an opportunity to present extenuating or mitigating facts or arguments. If an Owner fails to attend the hearing, the Board will decide the case on the facts presented in the written complaint(s), the Owner’s written statement submitted in lieu of appearing at the Hearing, or on other pertinent oral or written evidence presented to the Board.

**21.3.3 Board’s Findings.** The Board will make a determination as to whether a violation was committed. If the Board determines that a violation exists or was committed, the Board can impose reasonable monetary penalties and/or discipline against the Owner as provided for in the Declaration and in these Rules and Regulations.

**21.3.4 Sanctions.** If the Owner has corrected the violation within the timeframes given, the Board will not impose any additional monetary fines or penalties. If the Owner continues to be in violation, the Board will determine what sanctions are appropriate.

**21.3.5 Notice of Disciplinary Action.** If the Board imposes discipline, the Board shall provide the Owner a written notification and explanation of the suspension, fine or conditions of the disciplinary action either in person, or by delivery by first class mail, within 15 days following the action.

**21.4 Suspension of Privileges and Monetary Penalties.** If the Board finds an Owner (and/or his or her guests, residents, or tenants) in violation of the Governing Documents, after reviewing the evidence presented at the Hearing, pursuant to the guidelines set forth in the Association’s Declaration and Bylaws, the Board may in its discretion levy any or all of the following penalties and sanctions:

- (a) Monetary fines;
- (b) Suspension of an Owner’s (and/or his or her guests, residents or tenants) membership rights and privileges;
- (c) Suspension of an Owner’s right to vote on all Association business;
- (d) Removal of any non-conforming structure or improvement; and
- (e) Compliance Assessment against an Owner for any costs incurred by the Association, including attorney’s fees and costs, with respect to the violation.

**21.5 Fine Schedule.** The Board may impose only 1 fine within any 30 day period and will continue each month until the violation is cleared. Fines shall be in addition to any assessment levied to reimburse the Association for expenses and costs. Fines may be levied in accordance with the following schedule:



<b>Violation</b>	<b>Range of Fine Amount</b>
First violation of any kind	\$100 to \$200
Second violation of the same or similar kind within a 12-month period	\$200 to \$300
Third violation of the same or similar kind within a 12-month period	\$300 to \$500

**21.5.1** All fines, including Compliance Assessments representing the attorneys' fees and costs incurred by the Association in enforcing the Governing Documents, shall be a charge against the Owner of the Lot. Any and all fines shall be billed to the Owner's account for the Association.

**21.5.2** The Association reserves the right to use any legal remedy available to enforce the Governing Documents against an Owner, including, without limitation, the collection of any fines imposed against an Owner for violating the Governing Documents, injunctive relief and/or declaratory relief.

# WINDSOR BRIXTON HOMEOWNERS ASSOCIATION

## ELECTION RULES

### 1. Equal Access.

1.1 If, in the course of an election campaign for a position on the Board, any candidate or member of the Association advocating a point of view is provided access to a form of media (including, but not limited to, newsletters and Internet web sites) that is owned or entirely run by and for the Association, for a purpose that is reasonably related to that election, equal access shall be provided to all candidates and members of the Association for the same purpose ("**Equal Access**").

1.2 Equal Access, as described above in Section 1.1, shall also apply to members of the Association and candidates not endorsed by the current Board, and shall be for the purpose of advocating a point of view reasonably related to the election.

1.3 The Association shall not edit or redact any content from the presentation of the points of view described in this Section, to the extent that such content does not violate any provision in the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements, bylaws of the Association or Rules promulgated by the Board, or any applicable state, federal or local laws, but may include a statement specifying that the candidate or member of the Association, and not the Association, is responsible for the content of such point of view.

1.4 The Association shall give all candidates, including those candidates who are not incumbents, and those who are not endorsed by the Board, Equal Access to the common meeting area (i.e., time and space available for such candidate's use), if any, to present a point of view reasonably related to the upcoming election.

1.5 The Association shall not charge candidates a fee for access to the common meeting area for the purposes described in this Section.

### 2. Qualifications and Procedures for Nomination of Candidates.

2.1 A Member of the Association is eligible to be nominated or to nominate himself or herself for a position on the Board if, as of the date of nomination, the Member acquired and closed on his or her Lot prior to the date of the meeting notice and first ballots that are mailed or solicited from Members of the Association for voting purposes. Any nominated Member must be at least 18 years old. Joint Owners of a Lot may not serve on the Board concurrently. If so required by the bylaws of the Association, directors shall be Members of the Association or representatives of Declarant.

2.2 All Members of the Association eligible to vote in the forthcoming election are eligible to nominate himself or herself as a candidate for the Board.

2.3 Provided that a Member of the Association seeking candidacy for a position on the Board satisfies the eligibility requirements set forth in Section 2.1 above, such Member of the Association may be nominated or nominate himself or herself by the following procedures:

- (a) Nominations for candidates to the Board may be submitted in writing to the current Board, the secretary of the Association or the management company of the Association not less than 30 days prior to the date designated for mailing or distribution of ballots for the election of new Board members or such other date as established by the Board. Members of the Association shall not be prohibited from nominating themselves for any Board position and any attempt to prevent a Member of the Association's self-nomination shall be invalidated.

- (b) After collecting all properly submitted nominations, the current Board shall: (1) confirm or cause to be confirmed each nominated person's eligibility under Section 2.1; (2) confirm or cause to be confirmed each individual's acceptance of nomination; (3) distribute or cause to be distributed to the Association's membership a list of the confirmed candidates; and (4) prepare or cause to be prepared a ballot for distribution to all Members of the Association for voting purposes. Each such ballot must satisfy the requirements set forth in Section 3 below.

### **3. Secret Ballot.**

3.1 Pursuant to California Civil Code Section 5100, elections and votes related to assessments, selection of Members of the Board of the Association, amendments to the governing documents adopted by the Association, and the grant of certain exclusive use easements shall be by secret ballot. The secret ballot must satisfy the requirements set forth in the California Civil Code and this Section. The Association shall send to each eligible Member of the Association a ballot and 2 pre-addressed envelopes not less than 30 days prior to the voting deadline for the election.

3.2 Ballots may not identify the voter's name, address, or lot, parcel or Lot number.

3.3 The ballot itself may not be signed by the voter. It must be inserted into a sealed envelope. That sealed envelope must then be sealed within a second outer envelope. The outer envelope shall have, in the upper left-hand corner, space for the voter to print and sign his or her name, and print his or her address.

3.4 The outer envelope is pre-addressed to the inspector or inspectors of election, as defined below, who will be counting the votes. The envelope containing the ballot shall then be hand delivered or mailed via first class mail to a location specified by the inspector or inspectors of the election. The Member of the Association may request a receipt for delivery.

### **4. Selection of Inspectors.**

4.1 The current Board of the Association shall select either 1 or 3 independent third parties to serve as the inspector or inspectors of the election ("**Inspector(s)**"). A person or persons currently employed or under contract to the Association for any paid services may not be selected to be an Inspector unless such person is expressly allowed to serve as an Inspector as provided herein. The Association's current Management Company, attorney(s) and any other person or entity under contract with the Association for compensation is hereby authorized to serve as an Inspector. No Member currently running for an elected position on a Board may serve as an Inspector.

4.2 The Inspector shall have the responsibilities described in California Civil Code Section 5110 and shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as practical.

4.3 If there are 3 Inspectors, the decision or act of a majority shall be effective in all respects as the decision or act of all Inspectors.

4.4 The Inspector shall have the right to appoint and oversee such additional persons as the Inspector deems appropriate to verify signatures and to count and tabulate votes, provided that the persons are independent third parties.

### **5. Voting.**

5.1 Ballots and all related materials required for voting under these procedures shall be sent to eligible Members of the Association at least 30 days before the date set for tabulation of votes.

5.2 Members may cast their ballots by any 1 of the following methods:

- (a) Members may mail their ballots to the location designated by the Inspector(s) provided that any ballot so mailed is postmarked no later than the date that is 3 business days before the date set for tabulation of votes; or

- (b) Members may deliver their ballots (or have their ballots delivered) to the location designated by the Inspector(s) no later than 2 business days before the date set for tabulation of votes; or
- (c) Members may deposit their ballots with the Inspector(s) at the meeting in which votes are to be tabulated prior to the time set by the Inspector(s) for closing of the polls.

5.3 Once a ballot is received by the Inspector(s), it is irrevocable.

5.4 No ballots shall be accepted, by mail or otherwise, after the date and time set by the Inspector(s) for closing of the polls. Any ballots received after the polls have closed shall be disqualified and will not be counted by the Inspector(s). A Member of the Association whose ballot has been disqualified will not be entitled to notification of such action and shall not have the right to cast another vote in the present election. Such disqualified ballots shall not be counted in any subsequent recount or challenge to the election procedures.

## **6. Eligibility and Vesting of Voting Rights.**

6.1 A Member of the Association is eligible to vote if: (a) the Member's voting rights have not been suspended pursuant to the Declaration of Covenants, Conditions and Restrictions or the bylaws of the Association or the Association Rules; (b) the Member closed escrow on his or her Lot on or before the "**Record Date**" for voting, as defined in the Bylaws of the Association; and (c) the Member is at least 18 years old.

6.2 Except where cumulative voting is authorized, Class A Members may cast only 1 vote per Lot. If more than 1 party is record owner of a Lot, the vote for that Lot shall be cast as the owners among themselves determine or forfeited if the owners cannot agree, as provided in the Declaration of Covenants, Conditions and Restrictions.

6.3 Such voting rights attributed to any given Lot in the Community shall vest as provided in the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements.

## **7. Proxies.**

7.1 Any eligible Member of the Association may authorize another person to act by proxy, pursuant to the bylaws of the Association.

7.2 Any instruction given in a proxy that directs the manner in which the proxy is to cast the vote shall be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxy holder shall cast the vote by secret ballot, in the manner prescribed in these procedures. The Inspector(s) shall determine the authenticity, validity and effect of proxies. Proxies shall be presumed valid if executed in accordance with California Corporations Code Section 7613 and the bylaws of the Association.

## **8. Voting Procedures and Custody.**

8.1 All votes shall be counted and tabulated by the Inspector(s) in public at a properly noticed open meeting of the Board of the Association and/or Members of the Association. Any candidate or Member of the Association may witness the counting and tabulation of the votes. No person, including, but not limited to, Members of the Association and employees of the management company, if one has been selected, shall open or otherwise review any ballot prior to the time the ballots are counted and tabulated by the Inspector.

8.2 The results of the election, as tabulated by the Inspector(s), shall be promptly reported to the current Board of the Association and shall be recorded in the minutes of the next meeting of the Board of the Association, and shall be made available for review of Members of the Association. The Board of the Association shall publicize the results of the election in a communication directed to all Members of the Association, within 15 days of the date the final tabulation of votes has occurred.

8.3 The sealed ballots shall at all times be in the custody and control of the Inspector(s), or at such location designated by the Inspector(s), until after the final tabulation of votes and expiration of the time allowed by California Corporations Code Section 7527 for challenging the election, after which time the custody and control of the ballots shall be turned over to the Association.

8.4 After the final tabulation of the votes has been completed by the Inspector(s) and custody and control of the ballots has been turned over to the Association, the Association shall store the ballots or cause them to be stored, in a secure location for not less than 1 year from the date of final tabulation of votes.

# WINDSOR BRIXTON HOMEOWNERS ASSOCIATION

## COLLECTION 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.
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 regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified by the Board in the notice imposing such assessment.
3. 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, unless the owner and that Association enter into an agreement providing for payments to be applied in a different manner.
4. When any regular or special assessment remains unpaid 15 days past its due date, said assessment shall be subject to a late charge not exceeding 10% of the delinquent assessment or \$10.00, whichever is greater, in accordance with California Civil Code 5650(b)(2), unless the Declaration of Covenants, Conditions and Restrictions specifies a smaller amount.
5. In accordance with California Civil Code 5650(b)(3), the Board of Directors may impose interest on all sums, including the delinquent assessment, reasonable costs of collection, and late charges, at a rate not to exceed 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 45 days past its due date, the Association, through its Management Company, shall mail a pre-lien notification ("**Pre-Lien Notification**") to the owner as required by California Civil Code 5660 by certified and first class mail, to the owner's mailing address of record advising the 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 for the pre-lien notification, which shall be charged to the delinquent member's account.
7. Within 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 owner in executive session within 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 Lot 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 45 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 owner. A fee for the lien processing work and a fee for the preparation and mailing said Notice of Delinquent Assessment by the agent, trustee or attorney employed by the Association, shall be charged to the delinquent owner'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.

9. 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").

10. After 30 days from recording the Notice of Delinquent Assessment, the Association may turn the owner's 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 \$1,800.00 or more, excluding accelerated assessments and specified late charges and fees; or (b) the assessments are delinquent for more than 12 months. However, upon review of the owner's delinquent account, the Board may decide to take small claims court action. The Association is authorized under California law to charge the owner reasonable costs of collection for any action utilized.

11. "IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST 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 California Civil Code 5205. 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. 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.

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 Windsor Brixton HOA c/o Avalon Management 31608 Railroad Canyon Road Canyon Lake, CA 92587 unless the account has been turned over to the association's trustee or attorney, then the owner would need to call said party for the full amount owed and their correct mailing address.

14. 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. This policy is subject to change upon 30 day written notice.

Payment Plan Fee \$25.00 per month

Return Payment Fee \$25.00

**ATTACHMENTS**

Violation Complaint Report Form

Tenant Registration Form



**WINDSOR BRIXTON HOMEOWNERS ASSOCIATION**  
**VIOLATION COMPLAINT REPORT**

Return form to: Windsor Brixton Homeowners Association  
c/o Avalon Management  
31608 Railroad Canyon Road  
Canyon Lake, CA 92587  
Phone: (951) 244-0048 Fax: (951) 244-0520  
Email: Windsor@Avalonweb.com

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

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

Daytime Phone Number: \_\_\_\_\_

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

DETAILED DESCRIPTION OF INCIDENT (Please give as much information as possible such as date, time, name and address of person(s) involved, damage, location, license # or anything else which may be pertinent):

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

Provide the names and phone numbers of any witnesses:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Were any photographs taken? Yes No By whom? \_\_\_\_\_ Attach all photographs to this form or forward to the Association as soon as possible. Include photographer's name and date photographs were taken, and the names of any individuals present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name

**WINDSOR BRIXTON HOMEOWNERS ASSOCIATION**  
**TENANT REGISTRATION FORM**

**Return form to:** Windsor Brixton HOA  
c/o Avalon Management  
31608 Railroad Canyon Road  
Canyon Lake, CA 92587  
Phone: (951) 244-0048 Fax: (951) 244-0520  
Email: Windsor@Avalonweb.com

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

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

Contact Information (phone, email): \_\_\_\_\_

Address in the Community: \_\_\_\_\_

Resident Key Fob #'s Assigned (if applicable): \_\_\_\_\_

Tenants:

(1) Name: \_\_\_\_\_  
(LAST) (FIRST)

Home Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

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

Vehicle Information (include year, make, model, color and license plate state and number: \_\_\_\_\_  
\_\_\_\_\_

Vehicle Information (include year, make, model, color and license plate state and number: \_\_\_\_\_  
\_\_\_\_\_

(2) Name: \_\_\_\_\_  
(LAST) (FIRST)

Home Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

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

Vehicle Information (include year, make, model, color and license plate state and number: \_\_\_\_\_  
\_\_\_\_\_

Vehicle Information (include year, make, model, color and license plate state and number: \_\_\_\_\_  
\_\_\_\_\_

(3) Name: \_\_\_\_\_  
(LAST) (FIRST)

Home Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

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

Vehicle Information (include year, make, model, color and license plate state and number: \_\_\_\_\_  
\_\_\_\_\_

Vehicle Information (include year, make, model, color and license plate state and number: \_\_\_\_\_  
\_\_\_\_\_

PLEASE LIST ANY OTHER PERSONS IN RESIDENCE, INCLUDING CHILDREN

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Owner Signature \_\_\_\_\_

Owner Signature \_\_\_\_\_

Owner Name (Print) \_\_\_\_\_

Owner Name (Print) \_\_\_\_\_

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

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

**WINDSOR BRIXTON**

**DESIGN GUIDELINES**

1. **Introduction.** Windsor Brixton is a residential community that is currently planned to contain up to 127 single family homes (“**Community**”). Because community living relies on the mutual cooperation of all to be successful, Windsor Brixton Homeowners Association (“**Association**”) created these design guidelines (“**Design Guidelines**”). The goal of these Design Guidelines is to maintain the aesthetic beauty of the Community.

Prior to making any Improvements to your Lot or Residence, you must submit a complete application for design approval to the Design Review Committee. After receiving written approval from the Board (or Design Review Committee, if formed) and complying with applicable requirements of the City of Menifee (“**City**”) and other Governmental Agencies, you may install your Improvements or undertake your approved action. Please review these Design Guidelines prior to completing your application form to ensure your submittal is complete.

These Design Guidelines are subject to the Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Windsor Brixton (“**Declaration**”) and the Bylaws of Windsor Brixton Homeowners Association (“**Bylaws**”). The Association has the power to revise the rules, regulations, guidelines, policies and procedures set forth in these Design Guidelines from time to time. If you would like to contribute suggestions for these Design Guidelines, please submit them to the Management Company for consideration by the Association. In the event of any conflict between these Design Guidelines and the Declaration or the Bylaws, the provisions of the Declaration or the Bylaws (whichever applies) shall prevail.

It is recommended that you refer to Article 8 of the Declaration in conjunction with these Design Guidelines to insure a complete understanding of the submittal and review process to the Association. If you have questions regarding the review process, please contact your Management Company.

As you read through these Design Guidelines, you will encounter initially capitalized terms. Except as otherwise defined in these Design Guidelines and as the context otherwise requires, those initially capitalized terms have the same meanings given them in the Declaration.

If any of the provisions of these Design Guidelines are held to be invalid, the remainder of the provisions shall remain in full force and effect.

2. **Purpose; Application.** These Design Guidelines are not intended to restrict individual creativity or personal preference, but rather to assure and preserve the value, desirability, attractiveness and architectural integrity of the Community. As set forth in the Declaration, the Board (or if formed, the Design Review Committee) has the power to review and approve all Improvements upon or around any Residence or Lot. The Design Guidelines do not apply to any Improvements installed by Declarant, and neither the Board nor the Design Review Committee shall have any rights of review or approval with respect thereto.

3. **Design Review Committee.** If formed, the Design Review Committee will consist of a minimum of 3 members and a maximum of 5 members. Additionally, 1 alternate member may be designated by the Board to act as a substitute on the Design Review Committee in the event of absence or disability of any member. If no Design Review Committee is formed by the Board of Directors, then the Board will conduct all design review. There will be references throughout this document to the Design Review Committee. If no Design Review Committee is formed, then such references will refer to the Board.

#### 4. **Design Review Approval**

4.1 **Submittal of Application.** Prior to the commencement of any addition, alteration, construction work or other Improvements of any type on any Lot, you must first submit an application to the Design Review Committee for approval of such work. Unless specifically exempted under these Design Guidelines, you should submit an application for approval of all Improvements in accordance with the procedures set forth below. The following is intended to describe some of the Improvements that require approval by the Design Review Committee. Even though a proposed Improvement may not be listed below, you should submit an application for your proposed Improvement unless the particular Improvement is exempt from design review by the Declaration or these Design Guidelines.

4.2 **Improvements Not Requiring Approval (Exempt Improvements).** Certain design elements within the Community generally do not require design review. However, if the Design Review Committee determines that a proposed Improvement exceeds the scope of the relevant exemption, the Design Review Committee may require an application for approval of the Improvement to be submitted. These elements include:

- (a) U.S. flag and decorative flags, subject to the discretion of the Design Review Committee as described above;
- (b) Window coverings including draperies, blinds, shades, interior shutters, etc.;
- (c) Any Improvements installed by Declarant;
- (d) Painting of exterior, if repainted the same color as the original color;
- (e) Potted plants in decorative pots;
- (f) Patio furniture in good condition; and
- (g) Seasonal flower planting.

**4.3 Pre-Approved Improvements.** Certain design Improvements may be made to an Owner's property without obtaining prior written approval from the Design Review Committee. ***However, an application must be filed with the Association notifying the Association of your intent to install "Pre-approved" Improvements prior to the commencement of ANY work.*** Owners must ensure that all "Pre-Approved" Improvements conform to the guidelines listed for the Improvement type as detailed in these Design Guidelines prior to commencement of work. The following is a list of "Pre-Approved" Improvements:

- (a) Replacing garage doors to match the original door installed by the Declarant. Garage door must match the original color;
- (b) Disappearing or invisible screen doors that match the existing trim of the Residence; and
- (c) Playground equipment in the rear yard that does not extend above the fence line of the rear or side yards.

**4.4 Improvements Requiring Minor Review.** Other design elements will require Minor Review by the Design Review Committee. As noted above, if the Design Review Committee determines that a proposed Improvement exceeds the scope of a Minor Review, the Design Review Committee may require that an application be submitted for a Full Review. All Minor Review elements are still subject to all design standards and guidelines. "Minor Review" elements include:

- (a) Painting of exterior, if repainted with a color different from the original color;
- (b) Playground equipment in the rear yard that extends above the fence line in the rear or the side yards;
- (c) Post-mounted lighting fixtures exceeding fence height; and
- (d) Gutters and downspouts to match or blend with the existing trim of the Residence and/or other structure.

**4.5 Improvements Requiring Full Review.** All other modifications to the exterior of the Residence or to the Lots, including without limitation installation of landscaping and modifications to the Residence, will require Full Review from the Design Review Committee. "Full Review" Improvements include:

- (a) Any new or modification to existing landscaping and hardscaping, excluding seasonal flowers plantings;
- (b) All changes to existing and newly proposed walls and fences;
- (c) Any improvement that encroaches upon or is placed upon slopes;
- (d) Built-in barbecues, fire pits and fire rings;

- (e) Pools, spas, ponds, fountains or any type of water feature;
- (f) Patio covers and shade structures; and
- (g) Solar panels.

**4.6 Failure to Obtain Approval.** Failure to obtain approval by the Design Review Committee may constitute a violation of the Declaration, and may require modification or removal of unauthorized works of Improvement at your expense. In addition, a building or other permit may be required by the City Building Department, or other Governmental Agencies prior to the commencement of any work. Neither the Board, nor the Design Review Committee, nor the Association assumes any responsibility for failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain approval from the Design Review Committee.

**5. Plans and Specifications.** The submittal requirements are divided into four parts. The first part lists the submittal requirements for all Improvements, which must be included with all submittal requests. The second part lists the submittal requirements for landscape Improvements (e.g., plant material, hardscape, spa and pool, and fences and walls). The third part lists the submittal requirements for exterior Improvements (e.g., trellis, gazebo, sunshade, balcony, window and door treatment, and exterior color or material changes). The fourth part lists the submittal requirements for structural Improvements to Residences (e.g., room additions or conversions).

If you are applying for Improvements involving items related to more than one part of the checklist, you must include all of the items for all of the parts of the checklist related to the Improvements for which you are seeking design approval. For example, if your request involves a landscape plan with a gazebo or shade structure, you must submit items required for both the Landscape Improvements and Exterior Improvements parts of the checklist.

All applications shall include the items listed under the "All Improvements" heading on the checklist.

**5.1 Minimum Submittal Requirements.** When required by the checklist, each type of drawing submitted must include the minimum amount of information listed below:

**5.1.1 Plot Plan**

- (a) Must be drawn to scale (1/8"=1'0") or clear dimensions defined.
- (b) Show Lot lines accurately as to length, angles and amount of curve.
- (c) Show all existing and proposed buildings, structures, fences, walls, sidewalks and other Improvements; indicate all required setbacks, easements and top or toe of slopes.
- (d) Show all dimensions on work to be considered; distances between existing and proposed work and distances between proposed work and property lines, setback lines and slopes as well as the heights above existing grade for same.
- (e) When proposed Improvements involve changing existing grades by more than 1'0" or changing existing drainage, show contours or spot elevations, flow lines, finish grades and proposed drainage systems. The Design Review Committee has the right, but not the obligation, to require drawings prepared by a registered civil engineer or licensed landscape architect showing the proposed Improvements changing existing drainage.

**5.1.2 Landscape Plan**

- (a) Show proposed walkways and other hardscape (type, color and material), planting areas and plant names, decks, fences and walls, stairs, trellises, arbors, gazebos, spas, ponds, fountains, ornamental rocks, barbecues, courts, play equipment, apparatus and yard lighting (may be included as part of Plot Plan).
- (b) Show proposed fences and wall. Drawings must note materials, colors and heights. Heights shall be noted in relation to the immediate ground elevations.

(c) Pool and spa plans must include the location, size and sound mitigation treatment of all mechanical equipment, as well as a soils report and structural report.

### **5.1.3 Exterior Improvements**

(a) Provide exterior elevations of all proposed structures, including trellises, gazebos, shade structures and playground structures. When the proposed Improvement is attached to the existing Residence, show the existing elevation in relation to the proposed Improvement.

(b) Note all finished materials, colors and textures of proposed work. Note if proposed finishes and materials are to match existing finishes and materials.

(c) If the proposed finish materials or colors are different than those of the existing structure, sample of all proposed elements must be included clearly depicting the materials and/or colors that are different.

### **5.1.4 Structural Changes to Residences**

#### **(a) Floor Plans**

(1) Indicate all walls, columns, openings and any condition or feature that will affect the exterior design of the structure.

(2) Show dimensions of proposed work and related existing work; indicate relationship.

(3) Delineate all parts of the exterior that cannot be shown on elevation drawings.

(4) Identify square footage of proposed work and existing work.

#### **(b) Roof Plans**

(1) Show all existing and proposed roof surfaces. Note pitches and overhangs.

(2) Call out existing and proposed roof materials and colors.

#### **(c) Mechanical and Solar Energy Plans**

(1) Show all mechanical devices exposed to the exterior and all solar collectors, racks, storage facilities and distribution components.

Plans and Specifications for works of Improvement must be prepared in accordance with the applicable building codes, Applicable Laws, and with sufficient clarity and completeness to enable the Design Review Committee to make an informed decision on your request. It is suggested that work involving major additions be submitted at the preliminary drawing stage for review by both the Design Review Committee and the City of Menifee. As a cost saving measure for you, final drawings should not be prepared until preliminary plans have been reviewed.

## **5.2 Design Review Submissions.**

Send requests to:

Windsor Brixton HOA  
c/o Avalon Management  
31608 Railroad Canyon Road  
Canyon Lake, CA 92587  
Phone: (951) 244-0048 Fax: (951) 244-0520  
Email: Windsor@Avalonweb.com



## 6. Design Review Process and Procedures

**6.1 Application for Approval.** All applications for any Improvements requiring approval by the Design Review Committee must be submitted in writing on the Design Review Request Form attached to these Design Guidelines and incorporated herein ("**Design Review Request Form**"), together with the items described below ("**Submittal Package**").

**6.2 Delivery of Submittal Package.** The Submittal Package and any resubmittals must be delivered in a manner where receipt for delivery can be obtained. This may include personal delivery, overnight courier or any method where the Management Company acknowledges receipt of the Submittal Package in writing.

**6.3 Submittal Package.** In order to expedite the approval process, the Submittal Package for any Improvements (other than Improvements not requiring approvals) must include 3 sets of each of the following:

- (a) Design Review Request Form;
- (b) Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein ("**Plans and Specifications**"), clearly indicating all proposed modifications;
- (c) Description of materials and colors with material samples;
- (d) A proposed construction schedule (including proposed start and completion dates);
- (e) Certificates of insurance (including contractors exclusions and proof of valid workers' compensation insurance);
- (f) Permits and licenses, if applicable;
- (g) Names, addresses and phone numbers of all contractors and subcontractors who will work in the Community; and
- (h) Submittal Package Review Fee as set forth in **Section 6.4.1** below. Checks should be made payable to the Windsor Brixton Homeowners Association.

**NO REVIEW WILL OCCUR unless all required plans, forms, fees and information for your proposed Improvement(s) are included in your Submittal Package.**

### 6.4 Submittal Package Review Fees.

**6.4.1 Submittal Fees.** The submittal fee for a full review by the Design Review Committee is \$250 and no submittal fee is due for minor review and pre-approved applications. The submittal fee should be made payable to the Association and will be required for full reviews.

**6.4.2 Outside Consultant Fee.** The Design Review Committee may require an Owner to pay any fees, costs or expenses related to the review and approval of the Owner's Plans and Specifications by an outside consultant.

**6.4.3 Additional Fees.** Additional fees may be imposed on Owners if determined necessary, based upon the complexity or scope of the Submittal Package and/or to retain consultants. If such fees are determined necessary, you will be notified by the Management Company and you must submit the additional fee(s) within 10 days of the request.

**6.4.4 Deposit.** The Association may elect to have an Owner deposit with the Association cash in the amount set forth below to pay for the cost to repair any damage to Association Property or Association Maintenance Areas caused by the Owner's work. If the Association determines after the completion of the improvements that no damage was done to Association Property or Association Maintenance Areas, the deposit will be returned to the Owner.

## **6.5 Review of Application**

**6.5.1 By Management Company.** The Management Company shall, on behalf of the Design Review Committee, review the Submittal Package to ensure that it contains all of the information and fees required. If the Submittal Package is complete, the Management Company will forward the Submittal Package to the Design Review Committee. The Management Company may determine and notify the Owner that, based upon the proposed Improvements or the complexity of the proposed Improvements, review fees will be required. The Submittal Package will not be submitted to the Design Review Committee unless the Submittal Package is completed and until such fees are paid. Failure to submit a complete Submittal Package and include the applicable fees with the Submittal Package will constitute an incomplete application, and the application will be returned to the Owner for completion prior to review by the Design Review Committee. The Submittal Package shall be deemed complete 10 days after delivery to the Management Company unless the Owner is informed otherwise by the Management Company before expiration of the 10 day period.

**6.5.2 By Design Review Committee.** The Design Review Committee will review the Submittal Package and will provide written notification of approval, approval with conditions, or disapproval of the proposed modifications to the Management Company. The Management Company will then provide to the Owner submitting the application for design review a written notice of the actions taken by the Design Review Committee within 45 days from the date of receipt of the Submittal Package along with 1 set of the Submittal Package, appropriately marked with the Design Review Committee's action. If an Owner does not receive notice of the action by the Design Review Committee within such 45 day period, then the Owner shall have the right to deliver a reminder notice to the Design Review Committee and Management Company. If the Owner does not receive a response within 15 days after delivery of the Owner's reminder notice to the Design Review Committee and the Management Company, the Submittal Package will be deemed approved provided that any Improvements conform to all conditions and restrictions contained in these Design Guidelines and the Declaration and are in harmony with similar structures erected within the Community. Such approval does not negate the need for any jurisdictional permits or requirements.

**6.5.3 Resubmittal.** If an Owner's proposal is not approved, or returned as incomplete, a revised Submittal Package may be submitted. Provided the re-submittal is prompt, and does not constitute a substantially revised proposal, the Design Review Committee will attempt to review the re-submitted application within the initial 45 day period. If the re-submittal is not prompt or includes substantially revised Plans and Specifications, an additional 45 days may be required to complete the Design Review Committee's review.

**6.5.4 Design Review Committee Decisions.** The decision of the Design Review Committee on any proposed improvement shall be made in good faith and may not be unreasonable, arbitrary or capricious. Such decisions shall be in writing and shall be consistent with Applicable Laws including, without limitation, Civil Code Section 4765. If a proposed change is disapproved, the written decision shall include both an explanation of why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the Board if the Design Review Committee and not the Board disapproved the application.

**6.6 Review by the City.** Upon obtaining written approval of a Submittal Package from the Design Review Committee, the Owner shall thereafter submit plans and specifications to the City if the proposed Improvements require the issuance of a building permit or other City required approval. In the event of a discrepancy between this document and City requirements, the most restrictive standard shall prevail. The Association will not be responsible for actions taken by Governmental Agencies. In the event that the City requires modifications to the plans and specifications previously approved by the Design Review Committee, the Owner shall submit to the Design Review Committee all modifications to the plans and specifications. The Design Review Committee shall have the right to review and impose further conditions on such modifications which are not inconsistent with the requirements imposed by the City. The Design Review Committee shall have the right to impose conditions to its approval of proposed Improvements that are more restrictive than conditions as may be imposed by the City.

**6.7 Improvement Plans.** Plans and Specifications for works of Improvement must be prepared in accordance with the applicable building codes, Applicable Laws, and with sufficient clarity and completeness to enable the Board to make an informed decision on your request.

**6.8 Diligence in Construction.** Upon final approval of the Submittal Package, the Owner shall promptly commence construction and diligently pursue completion of the construction in conformance with the construction schedule.

**7. General Conditions.** Approval by the Design Review Committee does not constitute a waiver of any requirements of any Governmental Agency. Design approval of plans does not constitute acceptance of any technical or engineering specifications, and the Association assumes no responsibility for such. The function of the Design Review Committee is to review submittals for architectural design of Improvements, placement of Improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in the Community. All technical and engineering matters are the responsibility of the Owner. In addition to the restrictions set forth in the Declaration and the Rules and Regulations, each Owner shall also comply with the following restrictions and guidelines.

**7.1 Building Permits.** Building permits may be required for certain Improvements or changes. The applicant shall obtain Design Review Committee approval of any Improvements requiring a building permit prior to requesting such permit from the City.

**7.2 Damage to Association Property or Association Maintenance Areas :** An Owner shall be responsible for any damage to the Association Property or Association Maintenance Areas caused by an Owner or such Owner's Invitees, including without limitation any person or entity performing work on the Owner's Improvements, or any other persons deriving their right to use or access the Association Property or Association Maintenance Areas from the Owner or such Owner's family, tenants or guests, as set forth in the Declaration.

**7.3 Effect of Approval.** Approval of plans is not authorization to proceed with Improvements on any property other than the Lot owned by the applicant.

**7.4 Building Code Requirements.** It shall be the responsibility of the Owner to ensure that proposed modifications are consistent with applicable building code requirements.

## **8. Requirements for Contractors, Subcontractors and any Other Workers**

**8.1 Insurance and Contractors License.** Each Owner shall ensure that all contractors, subcontractors, or any other person or entity who/which performs work on or within the Community, including the interior of any Residence, shall provide proof of insurance, proof of valid workers' compensation insurance, a California State Contractors License (if applicable) and a Business License (if applicable) to the Design Review Committee. The Association shall be named as an additional insured on the Certificates of Insurance for the period of time the work is in progress, which must be submitted to the Association together with the deposit, if required, before work may commence.

**8.2 Owner Responsibility.** Each Owner is responsible for any violations by such Owner's contractor or subcontractors of the Design Guidelines, the Rules and Regulations and the Declaration

**8.3 Damage.** Any damage caused by contractors or sub-contractors to any Association Property, Association Maintenance Areas, Residence or Lot is the Owner's responsibility. Any damage must be reported immediately to the Management Company. The Owner will be held liable for the actions of his/her contractors, subcontractors and/or workers and the Owner will be responsible for any costs of repair incurred by the Association in accordance with the Declaration.

**8.4 Working Hours.** Working hours for any Improvements are limited to Monday through Saturday, 7:00 a.m. to 6:00 p.m. or such hours as are permitted by the City, whichever are more restrictive. No work is allowed on Sundays or on Federal or State holidays. Workers may access the Community thirty minutes before the applicable "Working Hours," but may not make any disruptive noise until "Working Hours" begin. Painting that does not disrupt others and work that does not create disturbing noise, vibrations or odors is not subject to the "Working Hours" limitation.

**8.5 Parking of Vehicles.** Contractors must park vehicles in accordance with the Rules and Regulations and any other requirements established by the Association.

**8.6 Conduct by Workers.** Workers are not allowed to bring their pets within the Community. Workers are prohibited from creating nuisance noise unrelated to the construction work. All workers must wear shoes, pants or shorts and shirts at all times. No workers may use the power from the Association Property or Association Maintenance Areas .

**8.7 Stopping Work.** The Association has the right to stop any work that is in violation of these regulations, creates a fire or safety hazard, or interferes with activities in the Association Property or Association Maintenance Areas .

**8.8 Equipment.** Workers are prohibited from leaving their equipment in the Association Property. The Association is not responsible for the disappearance of any tools, equipment or materials left in the Association Property.

**8.9 Construction Materials.** All construction materials must be stored within an Owner's Lot. Any construction materials that are delivered and deposited on the must be relocated to the Owner's Lot. The Owner who is making the Improvements shall be responsible for removing all debris and maintaining all portions of the Association Property affected by the applicant's construction activities, including any and walkways, in a clean and attractive condition. The Board has the right to levy Compliance Assessments against the Owner who is making the Improvements to recover the cost of cleaning or restoring any Association Property to the condition that existed prior to the commencement of such Improvements pursuant to the Declaration and the Bylaws.

**8.10 Construction Equipment.** The Owner who is making Improvements shall be responsible for ensuring that construction equipment such as trucks, concrete mixers, trailers, trash bins, and compressors shall not be parked or placed on the streets for an unreasonable amount of time. Any damage to the curbs, landscaped areas, fences, walls or other Association Property improvement shall be repaired at the Owner's expense. If such expenses are not promptly repaid by the Owner's to the Association, the Board shall, after Notice and Hearing, levy a Compliance Assessment against such Owner for reimbursement.

**8.11 Violation of Rules.** The Board has the right to levy against the Owner who is making such Improvements, Compliance Assessments as a disciplinary measure for a violation of the rules and regulations set forth herein and for reimbursement of any costs incurred by the Association in the repair of damage for which such Owner, or such Owner's agents or contractors was allegedly responsible, as set forth in the Declaration and the Rules and Regulations.

**9. Failure to Comply with Required Procedures.** If any design change is made without the approval of the Design Review Committee or any violation of the Design Guidelines occurs, the Design Review Committee may deliver written notice of the violation to the Owner. The violation notice shall specify a time period for removal of the non-conforming Improvement that the Design Review Committee reasonably determines is necessary to remove the non-conforming Improvement. The Owner shall, upon receipt of the violation notice, remove the non-conforming Improvement within the time period specified in the violation notice. If an Owner fails to remove the non-conforming Improvement within the time period specified in the violation notice, the Design Review Committee shall inform the Board. The Board shall then provide the Owner with Notice and Hearing to consider the Owner's continuing violation. At the Hearing, if the Board finds that there is no valid reason for the continuing violation, the Board may levy a fine in accordance with the fine schedule set forth in the Rules and Regulations and/or may determine the estimated costs of correcting the violation. The Board may require the Owner to remedy or correct the violation within a period of not more than 45 days from the date of the Board's determination. If the Owner does not comply with the Board's decision within such period or within any extension of such period as the Board, in its discretion, may grant, the Board may either remove the non-complying Improvement or remedy the violation. The cost of correcting the violation plus attorneys' fees and costs incurred by the Association shall be assessed against the Owner as a Compliance Assessment. The decision of the Board shall be final.

**10. Approved with Conditions.** A copy of the executed request form and an approval report or a copy of the plans stamped and signed by the Design Review Committee will be returned to the applicant. The plans will contain Design Review Committee changes or stipulations that shall become a part of the plans and shall represent the terms and conditions of approval to be satisfied by the applicant. All use restrictions contained in the Declaration shall be in full force and effect and shall control the construction activities of the Owner.

**11. Reconsideration of Disapproval by the Design Review Committee.** If a Design Review Committee is appointed and it disapproves any application or disapproves any design review request, the Owner making such design review request may submit a written request for reconsideration to the Board. The Board must receive the written request for reconsideration not more than 30 days following the disapproval decision of the Design Review Committee. Within 30 days following receipt of the written request for reconsideration, the Board shall render its written decision in accordance with California Civil Code Section 4765. The decision of the Board shall be binding and final. Reconsideration by the Board is not required if the Board is acting as the Design Review Committee.

**12. Inspection and Correction Of Work**

**12.1 Right of Inspection During Course of Construction.** The Design Review Committee or its duly authorized representative may enter onto any Lot during the course of construction or installation of any Improvements for the purpose of inspecting such construction and/or installation to determine whether it was performed in substantial compliance with the approved Plans and Specifications, the contractor's guidelines and applicable governmental rules and regulations. If the Design Review Committee determines that such construction and/or installation is not being done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner of such non-compliance. If the Design Review Committee determines that such construction and/or installation is not being done in substantial compliance with the approved Plans and Specifications, the contractor's guidelines or applicable governmental rules and regulations, work may be stopped by the Design Review Committee and/or the City until the work complies with the applicable standards. Copies of inspection sign-off(s) by the City shall be provided to the Management Company and/or the Design Review Committee within 48 hours of the request for entry.

**12.2 Notice of Completion.** Upon the completion of any construction or reconstruction or the alteration or refinishing of any Improvements, or upon the completion of any other work for which approved Plans and Specifications are required, the Owner shall give written notice of completion to the Design Review Committee using the Notice of Completion Form attached to these Design Guidelines and incorporated herein.

**12.3 Inspection.** Within 30 days of its receipt of the Notice of Completion, the Design Review Committee, or its duly authorized representative, shall have the right to enter into the Lot, as provided in Section 8.4 of the Declaration, to inspect such Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved Plans and Specifications. If the Design Review Committee finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner in writing of such non-compliance within 30 days after the inspection, specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

**12.4 Non-Compliance.** If the Owner fails to remedy such non-compliance within 30 days from the date of such notification, the Board, after affording such Owner Notice and Hearing, shall determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than 30 days from the date of the Board ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Association, at its option, may either remove the non-complying Improvement or remedy the non-compliance, and the Owner shall reimburse the Association for all costs and expenses incurred in connection therewith, plus attorneys' fees and costs, upon demand and release the Association from any claims arising from such work. If such expenses are not promptly repaid by the Owner to the Association, the Board shall, after Notice and Hearing, levy a Compliance Assessment against such Owner for reimbursement.

**12.5 Review Oversight.** Any design review approval involving an oversight of the Declaration or design review policy does not constitute a waiver of that rule and therefore, must be corrected upon notice by the Board.

**13. Variance Process.** The Board may authorize variances from compliance with any of the design provisions set forth herein, including, without limitation, restrictions upon height, size, floor area or placement of Improvements or other similar restrictions, when circumstances such as topography, natural obstructions, aesthetic or environmental considerations may require. Such variances may be evidenced in writing, must be signed by at least 2 members of the Board and approved at a duly called regular meeting of the Association and shall become effective upon execution. If such variances are granted, no violation of the requirements set forth herein or in the Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The

granting of such a variance shall not operate to waive any of the terms and provisions set forth herein for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it affect in anyway the Owner's obligation to comply with all governmental laws and regulations affecting its use of the Lot, including, without limitation, zoning ordinances and lot setback lines or requirements imposed by the **City** or any other governmental authority.

**14. Design Standards.** The standards set forth below shall apply to the Improvements within the Community. These standards are in addition to the standards set forth in the Rules and Regulations and the other Governing Documents.

**14.1 Landscape Standards.**

**14.1.1** Plans for side and rear yard landscaping must be submitted at the same time for initial landscaping review.

**14.1.2** Plants must not encroach on walkways. Handicap access features at sidewalks and driveways shall not be modified or removed.

**14.1.3** Irrigation lines must be subterranean unless they are "drip" systems. The irrigation system shall be designed and installed to irrigate different landscape zones (e.g., sun, shade, lawn and shrubs).

**14.1.4** Appropriate drainage shall be installed so as to be directed to the street, and to prevent run-off onto adjacent or common area properties. There should be a slope / drainage of 2% away from the building, and water should be collected in a landscape drainage system.

**14.1.5** Sprinklers must be adjusted so as to spray landscaped areas only. Spray irrigation heads shall not spray on block walls or fences. Irrigation controllers shall be set to apply the correct amount of irrigation and avoid runoff to adjacent lots.

**14.1.6** Applications for landscape must include:

(a) Listing of plant material and size, including height of trees at maturity. Trees should be kept at least 5 feet from property lines and have non-evasive and non-surface root systems.

(b) Site plan showing house (plot plan) and location of the proposed landscaping (plant materials).

(c) Non-retaining planters and walls shall not exceed 2 feet in height.

(d) Hardscape, such as concrete walkways, pavers and patios, decks, patio covers with elevations (side views) and construction detail. Colors of decorative concrete, brick, stone, or block must be specified. Earth tone, neutral colors are required. No vivid colors are allowed.

(e) Drainage plan, including location of drain inlets, water flow direction, and outlets must be identified. All water shall be directed away from the Residence.

**14.2 Drainage**

**14.2.1** There shall be no interference with the established drainage patterns, level, or grade over any Lot, Association Maintenance Areas or Association Property unless an adequate alternative provision is made for proper drainage and written approval is obtained from the Design Review Committee.

**14.2.2** Failure to make adequate provisions for proper drainage in the event it is necessary to change the established drainage over Owner's Lot could cause major problems and result in imminent danger to person(s) or property of other residences.

**14.2.3** If you alter drainage, or if you install Improvements in such a way as to alter the drainage, you, not the Association, will be responsible for any resulting consequences in any way related to drainage.

### **14.3 Fences and Walls**

**14.3.1** Fence style, materials, and finished color must be compatible with the Community.

**14.3.2** Placement of the fence and support structures may not interfere with adjacent Association sprinkler systems, nor shall fences be constructed over irrigation lines.

**14.3.3** Structural framing or an unfinished side or a fence varying from existing fence standards shall not be exposed to any public street or, sidewalk, walkway or neighboring lot.

**14.3.4** Material for side yard fencing will be given special consideration depending on its exposure to the neighborhood.

**14.3.5** Stepped fencing is permissible where the grade slopes.

**14.3.6** Fences are required to surround pool and spa areas. Minimum height requirements are established by government codes.

#### **14.3.7 Specific fence requirements**

(a) Wrought Iron/Tubular Steel:

(i) Must have a finish consistent with the Declarant's installation.

(ii) Metal mesh may be applied to the interior side of a fence to restrain small pets and children provided it is painted to match the fence color.

(b) Solid Wood Fence – Privacy fence:

(i) Maximum height is 6 feet.

(ii) Must be painted to match the house trim or stained in an acceptable color.

(iii) Consideration should be given to shadowing of adjacent property when utilizing a solid fence.

(c) Acceptable material for fencing and walls:

(i) Wood

(ii) Wrought Iron/Tubular Steel

(iii) Masonry or stucco if materials conform to the quality, color and character of masonry or stucco used elsewhere in the respective neighborhoods.

(iv) The above acceptable materials are not all-inclusive.

(d) Unacceptable fencing materials:

(i) Aluminum or sheet metal

(ii) Chicken wire or wire mesh

(iii) Galvanized or plastic chain link

(iv) Plastic webbing, reed or straw-like materials and bamboo

(v) Corrugated or flat plastic or fiberglass sheets or panels

- (vi) Rope or other fibrous strand elements
- (vii) Miniature type fencing
- (viii) The above unacceptable materials are not all-inclusive.

(e) Under no circumstances shall any owner remove or alter in any way walls and fences that have been erected by the Declarant without the prior written consent of the Design Review Committee.

(f) At no time shall an owner attach to, affix, or hang any item on or over any such fences or walls without Design Review Committee approval.

#### **14.4 Decks, Patio Structures, Sun Shades and Gazebos**

**14.4.1** Materials shall be harmonious with applicant's house.

**14.4.2** In designing the deck or patio, a minimum of intrusion upon neighbors' privacy should be given every possible consideration.

**14.4.3** Adequate drainage must be installed to prevent standing water and run-off onto adjacent properties. Drainage must be directed to the street.

**14.4.4** Wooden decks are to be stained and/or sealed to preserve natural color or painted to match existing trim.

**14.4.5** Railings are acceptable.

**14.4.6** Application for a patio or deck must include the following information:

- (a) Site plans indicating location of patio or deck in relation to existing house.
- (b) Listing of materials colors and finishes.
- (c) Drainage provisions and flow or run-off
- (d) Dimensions
- (e) Elevation drawings

**14.4.7** Patio covers should not exceed 10 feet in height for a flat type structure, 12 feet in height for a sloped pitched structure.

**14.4.8** Solid patio covers may be approved provided they are roofed with similar or complimentary materials to those present on the existing roof.

**14.4.9** Metal patio covers must look like a wood product (Alumawood type) or match other metal roof material, if any, used by the original homebuilder, and must be approved by the Design Review Committee.

**14.4.10** Patio covers may be freestanding including without limitation, palapas or attached to an existing structure.

**14.4.11** Unacceptable construction materials for structures in this section shall include the following:

- (a) Corrugated plastic
- (b) Corrugated fiberglass



- (c) Plastic webbing, split bamboo, reed or straw-like materials
- (d) Asphalt
- (e) Metal support posts for patio covers.
- (f) The above unacceptable materials are not all inclusive.

**14.4.12** Application for patio covers must include:

- (a) Location of cover in relation to house
- (b) Materials and color
- (c) Dimensions
- (d) Elevation drawings

## **14.5 Exterior Fires, Fireplaces and Barbecues**

**14.5.1** Exterior fire pits, barbecues and fireplaces shall be limited to gas burning type with an electronic starter.

**14.5.2** Fireplace chimneys shall not exceed minimum building codes and zoning codes, or 8 feet in height above original pad grade, whichever is less and shall meet City setback requirements.

**14.5.3** If the fireplace (including the spark arrestor) extends above the adjacent wall or fence line, a setback equal or greater than the height of the fireplace is required and the structure shall be adequately screened from view by other Lots. Depending on the Lot configuration in relation to neighboring Lots, the setback can be lowered provide that the screening materials can be installed and appropriately maintained in the space. The minimum setback for barbecues, fireplaces and fire pits is 5 feet or the **City** required setback standards, whichever is less.

**14.5.4** The structures shall be screened with landscaping.

**14.5.5** The fireplace must match the architectural style of the Residence.

**14.5.6** The back of the fireplace structure must match the Residence.

**14.5.7** Owner shall obtain any permits required by the City for any fire pits, barbecues and fireplaces.

**14.5.8** Barbeques Islands and Outdoor Kitchens.

(a) Barbecue islands and other types of permanent barbecue structures and outdoor kitchens shall maintain a minimum setback of 5 feet between the burning element and the property line, provided the structure is not visible above the adjacent wall or fence.

(b) If the structure is visible above the wall or fence line, it shall be screened with landscaping.

(c) Owner shall obtain any permits required by the City for any barbecue islands and outdoor kitchens.

**14.5.9** No fire pits, barbecues, fireplaces, barbecue islands, permanent barbecue structures or outdoor kitchens shall be located in the front yard of a Lot.

## **14.6 Pools and Spas**

**14.6.1** All accessory equipment shall be located, screened, or recessed in such a manner so as not be visible from any Lot or street.

**14.6.2** All equipment installations shall be located, sound controlled and maintained in such a manner so as not to unreasonably disturb residents of other lots. The Design Review Committee shall have the right, but not the obligation, to require any Owner to repair or restore any installation to quiet operation or restrict its use or operation if in the reasonable opinion of the Design Review Committee continued use or operation disturbs residents of other lots.

**14.6.3** Pools shall be designed by a licensed engineer and licensed geotechnical consultant in compliance with all applicable codes of the City.

## **14.7 Fountains**

**14.7.1** Fountains that are consistent with the overall Community theme should be considered as an accent feature to the main Residence. Where those elements are visible from the street and/or Association Property, their size and scale should be consistent with other proposed hardscape elements. Statuary and sculpture elements associated with fountains shall not exceed the height of adjacent privacy walls and fences and should be softened with plant materials.

**14.7.2** The subject matter of statuary and sculpture elements associated with fountains shall be appropriate for their residential context. Elements that could reasonably be considered to be offensive are not permitted.

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

**14.7.4** The quality and quantity of fountains, statuary and sculpture elements are subject to review and approval of the Design Review Committee.

**14.7.5** Fountains located in the rear yard shall not exceed the adjacent fence or wall height, must not block a view and must be set back a minimum of 5 feet from the back of the sidewalk and/or side property lines. Fountains located in the front yard shall not exceed 2 feet in height and must be set back a minimum of 3 feet from the back of the sidewalk and/or side property lines. Fountains are more appropriately located close to the primary residence and are not permitted to be placed in a location where they detract from the overall appearance of the street.

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

**14.9 Playground Equipment.** Design and location of all proposed playground equipment that extends above the fence line of the rear or side yards must be reviewed and approved by the Design Review Committee.

**14.10 Building Materials** Building materials for reconstruction or any additional new construction shall be equal to or better than the type originally installed by Declarant, or similar or comparable building materials.

**14.11 Painting (Exterior).** Exterior repainting of any Residence will be subject to review and approval by the Design Review Committee if you intend to repaint the exterior with a color different from the original color. Samples of the proposed color(s) must be provided to the Design Review Committee.

**14.12 Antenna and Satellite Dish.** These guidelines are not intended in any way to impair the installation, maintenance or use of Covered Antenna (as defined below). These guidelines are not a part of a pre-approval submittal process as described in Article 8 of the Declaration; however, the Design Review Committee has the right to ensure that any Covered Antenna installed by an Owner is installed in accordance with the following guidelines.

### **14.12.1 Definitions.**

(a) **“Antenna”** - any device used for the transmission and receipt of video or audio services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS), including antennas that have limited transmission capability which are designed to aid the user in selecting or using video programming. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

(b) **“Covered Antenna”** - an Antenna covered by the FCC’s Over-the-Air Reception Devices (OTARD) Rule.

**14.12.2 Antenna Size and Type:** Owners may install the following Covered Antennas in accordance with the design review process set forth in the Declaration and these Design Guidelines, provided that such rules do not unreasonably delay Covered Antenna installation, maintenance, or use; unreasonably increase the cost of Covered Antenna installation, maintenance, or use; or preclude reception of acceptable-quality signals from Covered Antennas.

(a) Antennas designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter.

(b) Antennas designed to receive Multipoint Distribution Service (MDS) that are 39.4 inches (1 meter) or less in diameter.

(c) Antennas designed to receive television broadcast signals, regardless of size.

**14.12.3 Location.**

(a) Covered Antennas shall not encroach upon, or overhang into, any Association Property, Association Maintenance Areas or any other Lot.

(b) Covered Antennas shall be located in a place shielded from view from other Residences, from streets, or from outside the Community to the maximum extent possible. If Covered Antennas can receive acceptable-quality signals from more than one location, then Covered Antennas must be located in the least visible preferred location.

(c) If an installation cannot comply with the previous section because the installation would unreasonably delay, unreasonably increase the cost, or preclude reception of acceptable-quality signals, the Owner must ensure that the installation location is as close to a conforming location as possible. The Association may request an explanation of why the nonconforming location is necessary.

**14.12.4 Installation and Removal.**

(a) Covered Antennas shall be neither larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal.

(b) Installation on Owners’ Residence.

(c) Covered Antenna Camouflaging

(1) Provided that paint will not degrade the signal, Covered Antennas shall be neutral in color or painted to match the color of the structure (wall, railing) near where they are installed.

(2) Covered Antennas installed on the ground and visible from the street or other Owners’ Residences must be camouflaged. A Covered Antenna preferably should be camouflaged by existing landscaping or screening. If existing landscaping will not adequately camouflage the Covered Antenna, then the Association may require additional camouflage. If the camouflaging will cause an unreasonable cost increase, then the Association has the option to pay for additional camouflaging.

(3) Exterior Covered Antenna wiring shall be installed so as to be minimally visible and blend into the material to which it is attached.

**14.12.5 Safety.** Because the Association has a legitimate safety interest in preventing personal injury or property damage occurring due to improper or unsafe Covered Antenna installation, Owners must follow the listed safety guidelines:

(a) Covered Antennas shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, City and state laws and regulations, and manufacturer's instructions. If an Owner must obtain a permit in compliance with a valid safety law or ordinance, then the Owner shall provide a copy of that permit to the Association before installation. The purpose of this rule is to ensure that Covered Antennas are installed safely and securely, and to minimize the possibility of detachment and resulting personal injury or property damage.

(b) Unless the above-cited codes, safety ordinances, laws, and regulations require a greater separation, Covered Antennas shall not be placed within 5 feet of electrical power lines (above-ground or buried) and in no event shall Covered Antennas be placed where they may come into contact with electrical power lines. The purpose of this requirement is to prevent injury or damage resulting from Covered Antenna contact with power lines.

(c) Covered Antennas shall not obstruct access to or exit from any doorway or window of a Residence, walkway, ingress or egress, electrical service equipment, water shut-off valves, or any other areas necessary for the safe operation of the Community. The purpose of this requirement is to ensure the safe ingress or egress of Owners and Management Company personnel.

(d) To prevent electrical and fire damage, Covered Antennas shall be permanently and effectively grounded.

(e) To prevent detachment during a storm, Covered Antennas shall be installed to withstand wind speeds of 70 mph.

### **14.13 Flags and Flag Poles.**

**14.13.1 Submittal Requirements.** Flags of the United States need not be submitted for Design Review Committee approval provided that they conform to the following guidelines. However, the Association reserves its rights set forth in the Declaration to prohibit Improvements that may pose a health or safety risk in the Community.

#### **14.13.2 Guidelines.**

(a) Owners may display a flag of the United States made of fabric, cloth or paper displayed from a staff or pole within a Lot.

(b) Owners may not display a depiction or emblem of the United States flag made of lights, paint, roofing, siding, paving materials, flora or balloons or any other similar building, landscaping or decorative component.

(c) All other flags must be submitted to the Design Review Committee in accordance with the procedures set forth in the Declaration and these Design Guidelines.

### **14.14 Window Coverings and Treatments**

**14.14.1** Window coverings may consist of curtains, draperies, blinds, shades or shutters. Aluminum foils or other reflective materials, bed sheets, papers, and the like may not be applied to windows, at any time.

**14.14.2** Exterior wrought iron or metal bars are prohibited.

**14.14.3** Drapes, curtains, shutters, blinds and other window materials must be kept in good condition. The Association can compel an Owner to replace shabby and torn materials exposed to the exterior.

## **14.15 Signs**

**14.15.1 Submittal Requirements.** Noncommercial signs and posters that are more than 9 square feet in size and noncommercial flags or banners that are more than 15 feet in size must be submitted to the Design Review Committee in accordance with the procedures set forth in the Declaration and these Design Guidelines.

### **14.15.2 Guidelines.**

(a) Noncommercial signs made of lights, roofing, siding, paving materials, flora or balloons or any other similar building, landscaping or decorative component, or painting of architectural surfaces are not permitted.

(b) Signs shall not be attached to the walls or fences of any porch, deck or patio area.

(c) 1 sign advertising the Residence for sale or lease must not be larger than 18 inches by 30 inches in size. "SOLD" signs may not be displayed for more than 30 days after the close of escrow of the home.

(d) Security signs shall be no larger than 12 inches x 12 inches (1 foot square). A maximum of one sign shall be permitted in the entry way area.

## **14.16 Solar Energy Systems**

**14.16.1 Submittal Requirements.** Plans for solar energy equipment must be submitted to the Design Review Committee for approval. Plans shall include location of panels on roof.

### **14.16.2 Guidelines.**

(a) Solar collectors are to be placed flush with and in the same plane as the roof slope.

(b) Solar collectors should be hidden from view when possible.

(c) Solar collectors must be non-reflective in nature.

**14.16.3 Liability.** Neither the Design Review Committee nor the Board shall be liable to the Owner of a solar energy system for any approval or disapproval by the Design Review Committee or Board of any application for the installation of particular trees or shrubs on a Lot adjacent to a solar energy system. The Design Review Committee and the Board shall not be responsible for any damage, loss or prejudice suffered or claimed on account of the approval or disapproval of the planting of any tree or shrub on another Lot that blocks, interferes with, adversely impacts, damages, or otherwise renders a solar energy system less efficient if the tree or shrub had not been approved by the Board or Design Review Committee. Owners who plant trees or shrubs on their Lots that are adjacent to a residence with a solar energy system shall be responsible for compliance with Solar Shade Control Act (California Public Resources Code Section 25982).

**ATTACHMENTS**

Design Review Request Form with Neighbor Notification Form

Notice of Completion

Satellite Dish and Antenna Policy and Acknowledgment Form

**WINDSOR BRIXTON HOMEOWNERS ASSOCIATION**  
**DESIGN REVIEW REQUEST FORM**

**Return form to:** Windsor Brixton HOA  
c/o Avalon Management  
31608 Railroad Canyon Road  
Canyon Lake, CA 92587  
Phone: (951) 244-0048 Fax: (951) 244-0520  
Email: Windsor@Avalonweb.com

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

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

Mailing Address (if different from above): \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business/Mobile Phone: \_\_\_\_\_

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

**SUBMITTAL CHECK LIST:**

- Design Review Request Form
- Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein ("**Plans and Specifications**"), clearly indicating all proposed modifications
- Floor plans, if an Owner is requesting permission to remove or relocate a wall
- Description of materials and colors and material samples
- A proposed construction schedule (including proposed start and completion dates)
- Certificates of insurance (including contractors exclusions and proof of valid workers compensation insurance)
- Completed Neighbor Notification Form (see attached page)
- Permits and licenses, if applicable

The Design Review Committee has the authority to request Homeowners to pay fees, costs, or expenses associated with reviewing and approving their plans and specifications. This may involve bringing in an external consultant to help with the review process. If the Committee determines that a fee is necessary, the Homeowner will be notified.

Start \_\_\_\_/\_\_\_\_/\_\_\_\_/ Finish \_\_\_\_/\_\_\_\_/\_\_\_\_/ Floorplan: \_\_\_\_\_

PROPOSED DESIGN IMPROVEMENT(S)

**I/we understand that the proposed improvements may require a permit from the City Building Department or other Governmental Agencies and I/we will obtain all required permits before commencing any work. I/we agree I/we will do no work that will change the existing drainage patterns. I/we are aware that any changes in the existing drainage pattern may result in substantial damage to adjacent properties, for which I/we will be held responsible.**

**I/we assume the responsibility for any work, including conformity of completed improvements to the plans and specifications as approved by the Board or, if appointed, the Design Review Committee and the satisfaction of any time limitations for their completion as may be specified in conjunction with such approval under the above proposed modifications/improvements. Further, I/we assume full responsibility for any work and that I/we or my contractor accomplishes which may, in the future, adversely affect adjacent properties and/or Association Property. I/we will assume responsibility for all future maintenance of this modification and/or improvement.**

**I/we understand that prior to commencing any work I/we must provide a deposit to the Association as set forth in the Design Guidelines.**

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_


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

---

Do not write below this line (For Board/Design Review Committee use only)




**WINDSOR BRIXTON HOMEOWNERS ASSOCIATION  
NEIGHBOR NOTIFICATION FORM**




Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Left rear neighbor**



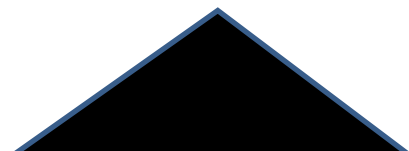
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Rear neighbor**



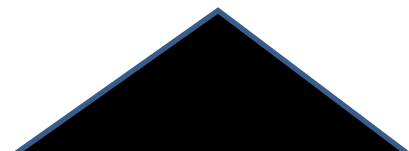
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Right rear neighbor**



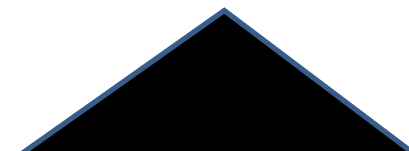
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Left adjacent neighbor**




**YOUR HOUSE**

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



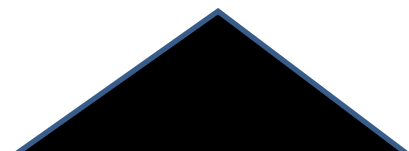
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Right adjacent neighbor**



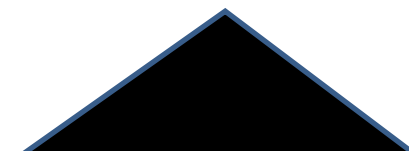
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Left front neighbor**



Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Front neighbor**



Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Right front neighbor**

**If neighbor is not impacted by improvements, meaning no part of the improvements will be visible to them, then write "Not Impacted" in that neighbor's signature line**  
Signature on above form does not constitute approval of plans presented, only notification. Any concerns about plans being presented may be addressed, in writing, to the Association.

**WINDSOR BRIXTON HOMEOWNERS ASSOCIATION**

**NOTICE OF COMPLETION**

**Return form to:** Windsor Brixton HOA  
c/o Avalon Management  
31608 Railroad Canyon Road  
Canyon Lake, CA 92587  
Phone: (951) 244-0048 Fax: (951) 244-0520  
Email: Windsor@Avalonweb.com

Notice is hereby given that: \_\_\_\_\_, the undersigned is the Owner(s) of the property located at:

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

Lot #: \_\_\_\_\_

The work of Improvement described as \_\_\_\_\_

was COMPLETED on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in accordance with the Board's/Design Review Committee's written approval of the above Owner's plans and submitted package.

Signature of Owner: \_\_\_\_\_

Signature of Owner: \_\_\_\_\_

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

*THIS SECTION FOR BOARD/DESIGN REVIEW COMMITTEE  
USE ONLY:*

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

Date Inspection Performed: \_\_\_\_\_

Work completed in accordance with approved plans;

File closed date: \_\_\_\_\_

Work not in compliance with approved plans;

See comments and/or corrections as noted below: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Board/Design Review Committee

Date



**WINDSOR BRIXTON HOMEOWNERS ASSOCIATION  
SATELLITE DISH AND ANTENNA POLICY  
AND ACKNOWLEDGMENT FORM**

**Return form to:** Windsor Brixton Homeowners Association  
c/o Avalon Management  
31608 Railroad Canyon Road  
Canyon Lake, CA 92587  
Phone: (951) 244-0048 Fax: (951) 244-0520  
Email: Windsor@Avalonweb.com

**1. Installation within the Lot.**

**1.1 Dishes.** Consistent with the Governing Documents, satellite dishes and antennae designed to receive video programming services via multi-point distribution services may be installed within the Lot so long as such antennae and satellite dishes are (a) 36" or less in diameter, (b) installed in the least visually obtrusive portion of an Owner's property where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive, and (c) either screened from view or painted to match the surrounding area so as to blend in with the surrounding area, so long as such screening or painting is not unreasonably expensive.

**1.2 Broadcast Antennae.** Antennae designed to receive television broadcast signals may be installed within a Lot so long as (a) an acceptable quality signal cannot be received via an indoor antenna (e.g., "rabbit ears," etc.), (b) the antenna used is the smallest size available at a reasonable cost that receives an acceptable quality signal, and (c) the antenna is installed in the least visually obtrusive portion of an Owner's Lot where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive.

**1.4 No Installations by Lessees.** Only Owners may install satellite dishes and/or antennae as set forth in this Satellite Dish and Antenna Policy ("**Satellite Policy**"). If an Owner permits its Lessee to install a satellite dish or antenna, this Satellite Policy form must be completed by the Owner of the leased Lot and such Owner will be responsible for ensuring its Lessee complies with all the requirements of this Satellite Policy.

**1.5 Notification.** After installing an antenna or satellite dish pursuant to **Section 1.1** or **1.2** above, the Owner must complete and submit a Notification form to the Association. The Association may inspect the antenna or satellite dish to determine compliance with the above requirements.

**2. Association Property.** Owners are not permitted to install satellite dishes or antennae in any portion of the Association Property or in the Association Maintenance Areas.

All satellite dish and/or antenna installations must comply with this Satellite Policy. By signing below, you acknowledge that you have read this Satellite Policy carefully and represent to the Association that your installation will fulfill all the requirements. This form must be submitted to the Association at least 7 business days prior to installation of a satellite dish or antenna.

Owner:

Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Type/Model of Satellite dish or antenna: \_\_\_\_\_

Diameter of satellite dish: \_\_\_\_\_

Satellite dish or antenna location: \_\_\_\_\_

Is a sketch of the proposed location relative to building attached?  Yes  No

Is satellite dish or antenna installed on a freestanding base, pole, or tripod?  Yes  No

Is satellite dish or antenna screened?  Yes  No

Is satellite dish or antenna painted to match the Building surface or blend with surrounding?  Yes  No

Date of installation: \_\_\_\_\_

UPON COMPLETION OF THIS FORM, IT IS THE LEGAL OWNER'S RESPONSIBILITY TO EMAIL, FAX OR MAIL THIS FORM TO THE MANAGEMENT COMPANY.